

Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

**COMPTON CITY COUNCIL
AGENDA
11/27/2018
5:30 PM**

CLOSED SESSION

4:30 P.M. - CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Two (2) Potential Cases

Pursuant to California Government Code Section 54956.9(b)

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

HUMAN RESOURCES

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING THE NEW CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF FINANCIAL ANALYST

WATER DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CLINICAL LAB OF SAN BERNARDINO FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR FINAL TERM FISCAL YEAR 2018-2019 (\$19,985.00)

REGULAR AGENDA

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,796, RATIFYING THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CIP #13-01) AND RE-ISSUING A PURCHASE ORDER IN THE AMOUNT OF \$171,995
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN IN-KIND DONATION FROM 44 BLUE PRODUCTIONS TO RENOVATE GONZALES PARK'S JACKIE ROBINSON STADIUM, COMPTON PAR 3 GOLF COURSE CLUBHOUSE, AND SYLVIA NUNN ANGELES FACILITY

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/4/2018 5:30:00 PM @ 12/4/2018 5:30:00 PM.

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November 20, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AMENDMENT TO THE POSITION CLASSIFICATION
PLAN BY ADOPTING THE NEW CLASSIFICATION SPECIFICATIONS
FOR THE POSITION OF FINANCIAL ANALYST**

SUMMARY

The City Council will consider a resolution amending the Position Classification Plan, adoption of which will add the new classification specifications for the position of Financial Analyst.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to include the position of Financial Analyst.

On May 15, 2018, the City and representatives of the applicable employee bargaining union, Compton Management Employees Association ("CMEA")/AFSCME Local 2325, met, conferred and agreed to an amendment to the Position Classification Plan to include the new classification specifications of Financial Analyst.

Subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the classification plan to include the classification of Financial Analyst and recommended approval and adoption thereof to the City Council at its meetings conducted on June 21, 2018.

STATEMENT OF ISSUE

After review of the aforementioned position classification, staff has determined that in order to serve the City's best needs, be it would appropriate and fair to add the position of Financial Analyst primarily to assure compliance with the State Controller's Office's internal controls and financial reporting requirements.

FISCAL IMPACT

The salary for the this new classification is already included in the City's 2018-2019 Fiscal Year's budget; therefore no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

It is recommended that the proposed Resolution be adopted by the City Council.

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY
ADOPTING THE NEW CLASSIFICATION SPECIFICATIONS FOR THE
POSITION OF FINANCIAL ANALYST**

WHEREAS, the City Manager authorized a review of the City's current Position Classification Plan to include the position of Financial Analyst; and

WHEREAS, after review of the aforementioned position classification, staff has determined that in order to serve the City's best needs, be it would appropriate and fair to add the position of Financial Analyst primarily to assure compliance with the State Controller's Office's internal controls and financial reporting requirements; and

WHEREAS, on May 15, 2018, the City and a representatives of the Compton Management Employees Association(CMEA), Local 2325, met, conferred and agreed to amend the Position Classification Plan to include the classification specifications of Financial Analyst; and

WHEREAS, subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the classification plan to include the classification of Financial Analyst and recommended approval and adoption thereof to the City Council at its meetings conducted on June 21, 2018; and

WHEREAS, the salary for the this new classification is already included in the City's 2018-2019 Fiscal Year's budget; therefore no anticipated fiscal impact will result from approving the requested action.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. That the new classification specifications for the position of Financial Analyst is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the salary for the new classification of Financial Analyst is included in the City's 2018-2019 Fiscal Year budget.

Section 3. That a duly certified copy of this Resolution shall be filed with the offices of the City Manager, City Controller and the Department of Human Resources.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof, held on the _____ day of _____, 2018.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON



City of Compton

FINANCIAL ANALYST

Department: City Controller's Office	Class Code:	
Revised Date:	FLSA Status:	Exempt
Personnel Board Approved: 6/21/2018	Bargaining Unit: AFSCME 2325	
Council Approved:		

GENERAL PURPOSE: Under general supervision, the Financial Analyst will assist with the financial management of the City resources. The incumbent will be responsible for development of financial models and providing statistical and analytical support, financial projections and completing special projects as assigned.

SUPERVISION RECEIVED/EXERCISED: Works under the direction of the City Controller; may exercise supervisory responsibility.

DISTINGUISHING CHARACTERISTICS: This is the journey level in the Human Resources Analyst job series. This class may be distinguished from the lower (Specialist) level by the complexity and difficulty of work performed.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Produce accurate weekly, monthly quarterly and annual reports identifying trends and performance
- Monitor performance against budget forecasts, strategic targets and outcomes.
- Provide guidance and expertise to managers for the development and review of the annual budget.
- Develop, maintain and distribute ad-hoc reports and financial models as needed
- Monitor and implement changes and processes to ensure compliance of new legislation and/or new requirements impacting the Controller's Office.
- Represent the City at special events, functions and conferences when necessary
- Oversee account reconciliations and grants management for assigned projects
- Conduct research and complete required reports
- Provide audit support and respond to requests for documentation for internal and external audits
- Assist in conducting year end closing and final analysis
- Assist in budget process for Controller's Office
- Train, guide and supervise assigned staff
- Attend and participate in professional meetings, stays abreast of new trends and innovations in the field
- Performs related duties and responsibilities as assigned

City of Compton Financial Analyst

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a Bachelor's degree from an accredited college or university in Accounting, Finance, Business or Public Administration or a related field; AND three (3) years of experience conducting financial research, conducting budget analysis, performing financial analysis and forecasting is required.

Required Knowledge of:

- Municipal government and accounting/GAAP practices
- Advanced knowledge of Microsoft Excel
- Project Management
- Supervision of personnel
- Conducting research and preparing reports and recommendations
- Processes for developing and administering budgets.
- Computer hardware, software and peripherals related to area of assignment.
- Record keeping and file maintenance methods, practices and procedures.
- Reconciliation practices and data analysis

Required Skill in:

- Preparing correspondence, reports and various other types of documents
- Working with large financial data using a variety of business programs and software.
- Communicating effectively both orally and in writing.
- Utilizing online training calendars and training newsletters to communicate training opportunities.
- Exercising diplomacy, tact, and good judgment consistently
- Assessing and prioritizing multiple tasks, projects and demands
- Ability to complete projects timely and accurately
- Operating a personal computer utilizing standard and specialized software.
- Interpreting rules, laws and policies and applying them in a variety of situations.
- Establishing and maintaining effective working relationships with staff, City departments, elected officials, outside agencies, union officials, and the general public.

Physical Demands / Work Environment:

- Work is primarily performed indoors in a standard office environment.
- Work requires frequent light lifting, sorting, filing and typing.
- Moderate finger dexterity and near vision is required.
- May be exposed to minor amounts of dust and occasional sounds of office equipment running.

November 6, 2018

TO: MAYOR AND COUNCIL MEMBERS

**FROM: BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER TO CLINICAL LAB OF SAN BERNARDINO
FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR
FINAL TERM FISCAL YEAR 2018-2019 (\$19,985.00)**

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order in the amount of Nineteen Thousand Nine Hundred Eighty Five Dollars (\$19,985.00) for Clinical Laboratory of San Bernardino for providing testing and analysis services of water samples during the 2018-2019 Fiscal Year.

BACKGROUND

The Compton Municipal Water Department ("Department") is required by the State Water Resources Control Board-Division of Drinking Water to conduct weekly samples of its water. An independent laboratory approved and certified by the State must perform the testing.

STATEMENT OF ISSUE

The Department solicited bids for these services in July 2016 for (3) three consecutive years from all known firms for the testing and analysis of water samples for Fiscal Years 2016-2017, 2017-2018, and 2018-2019; however, inadvertently Resolution No. 24,400, which was adopted on July 26, 2016, accepting the lowest bid of Clinical Lab of San Bernardino, did not effectively outline that the successful bidder's services would be for a three (3) year period.

Original bids were received on July 14, 2016 as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
Clinical Lab of San Bernardino	\$19,985.00
Weck Laboratories, Inc	\$27,434.00

Clinical Laboratory of San Bernardino has provided the Department with exemplary services in furnishing and delivering of water samples and analysis. Clinical Laboratory meets all State Water Resources Control Board-Division of Drinking Water regulations. Therefore, it is staff's recommendation that the attached resolution correcting the error and authorizing the issuance of the purchase order for the remaining awarded year 2018-19 be adopted.

FINANCIAL IMPACT

Funds have been allocated in the Water Department's Fiscal Year 2018-2019 Budget in Account No. 5000-870-000-4258 for Nineteen Thousand Nine Hundred Eighty Five Dollars (\$19,985.00).

RECOMMENDATION

It is recommended that the attached Resolution be adopted by the City Council.

**BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING

**CECIL W. RHAMBO JR.,
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE
ORDER TO CLINICAL LAB OF SAN BERNARDINO FOR THE
TESTING AND ANALYSIS OF WATER SAMPLES FOR FISCAL YEAR
2018-2019 (\$19,985).**

WHEREAS, the Compton Municipal Water Department (“Department”) is required by the State Water Resources Control Board-Division of Drinking Water to conduct weekly samples of its water, to be performed by an independent laboratory approved and certified by the State; and

WHEREAS, the Department solicited bids for these services in July 2016 for (3) three consecutive years from all known firms for the testing and analysis of water samples for Fiscal Years 2016-2017, 2017-2018, and 2018-2019; and

WHEREAS, inadvertently Resolution No. 24,400, which was adopted on July 26, 2016, accepting the lowest bid of Clinical Lab of San Bernardino, did not effectively outline that the successful bidder’s services would be for a three (3) year period; and

WHEREAS, this Resolution will correct and establish the proper procurement period for Clinical Lab of San Bernardino the awarded bidder and authorize the issuance of the purchase order for the remaining awarded year, 2018-2019; and

WHEREAS, Clinical Laboratory of San Bernardino has provided the Department with exemplary services in furnishing and delivering of water samples and analysis. Clinical Laboratory meets all State Water Resources Control Board-Division of Drinking Water regulations; and

WHEREAS, funds have been allocated in the Municipal Water Department’s Fiscal Year 2018-2019 budget for these services.

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

SECTION 1. That the City Manager is authorized to issue a purchase order in the amount of \$19,985.00 for Clinical Lab of San Bernardino for testing and analysis of water samples for Fiscal Year 2018-2019.

SECTION 2. That fund are available in the Municipal Water Department’s Fiscal Year 2018-2019 budget in Account No. 5000-870-000-4258 (Laboratory Fees).

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller and Municipal Water Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2018.

**_____
MAYOR OF THE CITY OF COMPTON**

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITYOF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2018.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-
ABSTAIN: COUNCIL MEMBER-

CITY CLERK OF THE CITY OF COMPTON



City of Compton

DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES

MARTIN FREEMAN

Deputy Director Public Works

(310)605-5595

Fax. (310)763-4567

July 7, 2016

To Whom It May Concern:

The Compton Municipal Water Department is soliciting for bids for conducting Analysis of Water Samples for fiscal year 2016-2017, 2017-2018, and 2018-2019. Please complete the enclosed bid forms and fax your bid to Yesenia Garcia, Accountant at (310) 763-4567 by 4:00 P.M. on Thursday, July 14, 2016.

If you have any questions regarding bid package, please call Alex Santos at (310) 605-6240.

Sincerely,

(fr) 
Glen Kau, P.E.
Public Works & Municipal Utilities Director

COMPTON MUNICIPAL WATER DEPARTMENT

BID SHEET

WATER ANALYSIS

The City of Compton Municipal Water Department is seeking bids for furnishing and delivery of chlorine Chemicals for the next (3) Three Fiscal Years, 2016-2017, 2017-2018, and 2018-2019. All prices quoted for goods and/or services listed shall remain fixed for the above mentioned fiscal year from date that this agreement is executed.

It is understood that all services required for conducting analysis, and transporting of water samples is the responsibility of the Contractor to which the bid is awarded. All routine samples will be collected by City personnel on every Monday of the week and will be ready for pick up by 1:00 p.m. It is the responsibility of the service provider to follow all protocol regarding time constraints and sample handling when relinquished by the city of Compton using the Chain of Custody form. It is further required that the service provider provide all bottles, labels, and transportation coolers as necessary to comply with sample preservation. The service provider will ensure all samples bottles will be delivered in sufficient quantities filled with the proper amount chemicals for the requested constituents to be analyzed. The laboratory is to notify the city by telephone any time a result has exceeded and MCL, a Coliform Positive, or a sample has been compromised.

For all services provided above and analysis below (the price of the quantities multiplied by the unit price shown on the bid sheet) will be provided for the yearly sum of: \$_____

BID SHEET

The City of Compton Municipal Water Department is seeking bids for conducting analysis of water samples for the next Three (3) Fiscal Years, 2016-2017, 2017-2018, and 2018-2019. All prices quoted for goods and/or services listed below shall remain fixed for the above mentioned consecutive fiscal year periods from the date this agreement is executed.

It is understood that all work required for conducting analysis of water samples is the responsibility of the Contractor to which the bid is awarded. All samples will be drawn by City personnel.

Water Analysis Bid Sheet

Page 2

The unit price shown below shall be used as the basis for adjusting the lump sum price due to increase or decrease in the quantities shown on the bid sheet. Work for the completion of this bid including tax is for the lump sum of : _____

_____ (\$ _____).

The Contractor must meet all Local, State and Federal regulations.

All analytical methods must comply with the State Health Department standards.

The City of Compton reserves the right to reject any or all bids and to accept ;the bid most favorable to the City.

The City of Compton desires a fair, equitable, competitive and timely contract award. Therefore, from the time the City issues the Request for Proposal and until the City Council receives City Staff's recommendation for contract award, all contact with the City shall be through:

City of Compton
Municipal Water Department
205 South Willowbrook Avenue
Compton, CA 90220

Attention: Mr. Glen Kau, P.E.
Director of Public Works/Municipal Utilities

During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby or make a representation to a member of the City Council, or any other official, employee, or agent of the City will be grounds for disqualification.

YEARLY WATER ANALYSIS BID SHEET

<u>ANALYSIS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
Coliform Colilert P/A (Bacteriological)	1150	_____
Coliform, MTF	125	_____
Heterotrophic HPC	360	_____
Color	120	_____
Order	120	_____
NTU	120	_____
Mn Maganeese	96	_____
Fe Iron	96	_____
TTHM	80	_____
5 HAAs	80	_____
Pb Lead	35	_____
Cu Copper	35	_____

Bid Sheet
Page 2

Aggressive Index	24	_____
Alkalinity	16	_____
Total Hardness	16	_____
TDS	16	_____
TOC	16	_____

Date: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Signature: _____

Print or Type Name & Title of Person Signing

WATER ANALYSIS VENDORS

CLINICAL LAB
(909) 825-7693 OFFICE
(909) 825-7696 FAX

WECK LAB
(626) 336-2139 OFFICE
(626) 336-2634 FAX

APPLIED PHYSICS & CHEMISTRY
(909) 590-1498 FAX

MWH LABS
(626)568-6324

COMPTON MUNICIPAL WATER DEPARTMENT

BID SHEET

WATER ANALYSIS

The City of Compton Municipal Water Department is seeking bids for furnishing and delivery of chlorine Chemicals for the next (3) Three Fiscal Years, 2016-2017, 2017-2018, and 2018-2019. All prices quoted for goods and/or services listed shall remain fixed for the above mentioned fiscal year from date that this agreement is executed.

It is understood that all services required for conducting analysis, and transporting of water samples is the responsibility of the Contractor to which the bid is awarded. All routine samples will be collected by City personnel on every Monday of the week and will be ready for pick up by 1:00 p.m. It is the responsibility of the service provider to follow all protocol regarding time constraints and sample handling when relinquished by the city of Compton using the Chain of Custody form. It is further required that the service provider provide all bottles, labels, and transportation coolers as necessary to comply with sample preservation. The service provider will ensure all samples bottles will be delivered in sufficient quantities filled with the proper amount chemicals for the requested constituents to be analyzed. The laboratory is to notify the city by telephone any time a result has exceeded and MCL, a Coliform Positive, or a sample has been compromised.

For all services provided above and analysis below (the price of the quantities multiplied by the unit price shown on the bid sheet) will be provided for the yearly sum of: \$ 19,985.00

BID SHEET

The City of Compton Municipal Water Department is seeking bids for conducting analysis of water samples for the next Three (3) Fiscal Years, 2016-2017, 2017-2018, and 2018-2019. All prices quoted for goods and/or services listed below shall remain fixed for the above mentioned consecutive fiscal year periods from the date this agreement is executed.

It is understood that all work required for conducting analysis of water samples is the responsibility of the Contractor to which the bid is awarded. All samples will be drawn by City personnel.

Water Analysis Bid Sheet

Page 2

The unit price shown below shall be used as the basis for adjusting the lump sum price due to increase or decrease in the quantities shown on the bid sheet. Work for the completion of this bid including tax is for the lump sum of : Nineteen Thousand, Nine Hundred, Eighty Five Dollars

(\$ 19,985.00).

The Contractor must meet all Local, State and Federal regulations.

All analytical methods must comply with the State Health Department standards.

The City of Compton reserves the right to reject any or all bids and to accept ;the bid most favorable to the City.

The City of Compton desires a fair, equitable, competitive and timely contract award. Therefore, from the time the City issues the Request for Proposal and until the City Council receives City Staff's recommendation for contract award, all contact with the City shall be through:

City of Compton
Municipal Water Department
205 South Willowbrook Avenue
Compton, CA 90220

Attention: Mr. Glen Kau, P.E.
Director of Public Works/Municipal Utilities

During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby or make a representation to a member of the City Council, or any other official, employee, or agent of the City will be grounds for disqualification.

YEARLY WATER ANALYSIS BID SHEET

<u>ANALYSIS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
Coliform Colilert P/A (Bacteriological)	1150	\$6.00
Coliform, MTF	125	\$8.00
Heterotrophic HPC	360	\$5.00
Color	120	\$2.00
Order	120	\$2.00
NTU	120	\$2.00
Mn Maganeese	96	\$7.50
Fe Iron	96	\$7.50
TTHM	80	\$25.00
5 HAA s	80	\$50.00
Pb Lead	35	\$7.50
Cu Copper	35	\$7.50

Bid Sheet
Page 2

Aggressive Index	24	<u>\$30.00</u>
Alkalinity	16	<u>\$10.00</u>
Total Hardness	16	<u>\$10.00</u>
TDS	16	<u>\$15.00</u>
TOC	16	<u>\$20.00</u>

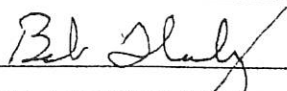
Date: July 11, 2016

Company Name: Clinical Laboratory of San Bernardino, Inc.

Address: 21881 Barton Road, Grand Terrace, CA 92313

Telephone Number: (909) 825-7693

Fax Number: (909) 825-7696

Signature: 

Bob Glaubig, Laboratory Director

Print or Type Name & Title of Person Signing

November 27, 2018

TO: MAYOR AND CITY COUNCIL

**FROM: WENDELL E. JOHNSON, P.E., (INTERIM) DIRECTOR
PUBLIC WORKS DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 24,796, RATIFYING THE PROFESSIONAL
SERVICES AGREEMENT WITH NV5 FOR CONSTRUCTION SUPPORT AND
INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CIP
#13-01) AND RE-ISSUING A PURCHASE ORDER IN AMOUNT OF \$171,995**

SUMMARY

Adoption of this resolution will rescind Resolution No. 24,796, ratify the professional services agreement entered into with NV5 and authorize the re-issuance of a purchase order to NV5 in the amount of One Hundred Seventy One Thousand Nine Hundred Ninety Five Dollars (\$171,995.00) for construction management and inspection services on the "Street Rehabilitation Project (CIP #13-01)."

BACKGROUND

The Street Rehabilitation Project ("Project") provides improvements to the below-specified streets within various areas throughout the City:

No.	Street Name	Limits
1	Salinas Avenue	134 th Street to City Limits
2	Dern Avenue	134 th Street to 132 nd Street
3	Riddle Avenue	134 th Street to 132 nd Street
4	Grandee Avenue	El Segundo Blvd. to 127 th Street
5	151 st Street	Tajauta Avenue to Dwight Avenue
6	152 nd Street	Tajauta Avenue to Dwight Avenue
7	Wilmington Avenue (Frontage)	Stockwell Street to 131 st Street
8	Nord Street	Wilmington Avenue to Paulsen Avenue
9	Stockwell Street	Wilmington Avenue to Paulsen Avenue
10	Carlin Avenue	Alameda Street to Santa Fe Avenue
11	Euclid Avenue	Alameda Street to Santa Fe Avenue
12	Saunders Street	Essey Avenue to East of Pannes Avenue
13	Pixley Street	Essey Avenue to Thorson Avenue
14	Thorson Avenue	Bales Street to Saunders Street

15	Bales Street	Bradfield Avenue to Holly Avenue
16	Holly Avenue	San Vincente Street to Bales Street
17	San Vincente Street	Holly Avenue to West of Harris Avenue
18	Locust Avenue	Compton Blvd. to San Vincente Street
19	San Mateo Street	West end to Harris Avenue
20	San Marcus Street	West end to Harris Avenue
21	San Luis Street	West end to Harris Avenue

The Project will be performed in accordance with the plans, specifications and other contract documents and shall consist of: the installation of asphalt concrete; the installation of ADA compliant curb ramps; curb; gutter and sidewalk improvements; driveway improvements; striping and traffic loop replacement; street sign replacement; and, other minor associated work.

On December 21, 2017, the Public Works Department (“Department”) advertised for the construction services of the Street Rehabilitation Project. The City Council previously awarded the construction services contract for this Project; however, an essential component of this Project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services.

STATEMENT OF ISSUE

Staff advertised to solicit proposals for construction management and inspection services on December 14, 2017 for this Project from qualified firms. On January 16, 2018, a total of seven (7) proposals were received, reviewed and ranked by staff with the most responsive firms selected as follows:

<u>Rank</u>	<u>Firm</u>	<u>Location</u>	<u>Amount</u>
1	NV5	Irvine, CA	\$171,995
2	Infrastructure Engineers	Brea, CA	\$193,259
3	Quantum Consulting	Torrance, CA	\$126,058
4	KOA Corporation	Monterey Park, CA	\$189,756
5	Biggs Cardosa	Orange, CA	\$195,380
6	SA Associates	Arcadia, CA	\$181,000
7	Murow	Irvine, CA	\$200,000

The construction management and inspection services to be provided for this Project shall include:

1. **Preconstruction Conference** – Outline project specifics. Inform contractor of project administration procedures.

2. **Management Information System** – Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.
3. **Review Traffic Control Plans** – Review contractor's plans for detours, shutdowns and access for emergency vehicles.
4. **Meetings** – Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.
5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.
6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
7. **Cost Control** – Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.
8. **Labor Compliance** – Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.
9. **Change Orders** – Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
10. **Dispute Resolution** – Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
11. **Quality Control/Inspection** – Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.
12. **Public Relations** – Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

13. **Permit/Environmental Compliance** – Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.
14. **Progress Payments** – Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.
15. **Monthly Status Reports** – Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.
16. **Site Safety** - Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if an unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.
17. **"As-Built" Drawings** – Collect, review, and transmit contractor's data to engineer.
18. **Final Walkthrough** – Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.
19. **Project Completion Report** – Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

Selection Process

Pursuant to the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a sealed, separate cover. A committee consisting of Public Works staff reviewed the proposals submitted. The committee reviewed the material in the Request for Proposal (RFP) submitted by the consultants and ranked the most qualified proposals.

The selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection ("QBS") is where selection is based on the most appropriate provider of professional services; fees are not an initial consideration. The evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. Fees are not considered until after the selection of the most qualified firms.

After evaluation of the proposals submitted, staff determined that the proposal and fee (\$171,995) submitted by NV5 was deemed the most responsive firm to provide the needed construction management and inspection services for this Project.

NV5 (formerly CivilSource, Inc.) has successfully partnered with the City completing the following projects: Compton Boulevard and Wilmington Sewer Replacement, Wilmington Avenue Pedestrian and Bicycle Improvements, Tank Farm Booster Pump Station, Well No. 20 Water Treatment Plant, and various Water Bond Improvements including the Water Main Replacement Project. NV5 will provide the City with a highly competent, experienced and licensed Project Manager/Resident Engineer and a Construction Manager with extensive experience delivering comparable services on the successful completion of very similar projects for several Southern California cities.

The firm with the lowest bid, Quantum Consulting, did not include fees for geotechnical and material testing. Quantum included only the coordination of these services. The remaining firms included material testing in their cost. However, NV5 will provide all required geotechnical and materials testing and specialty inspections services.

On April 10, 2018, City Council, pursuant to Resolution No. 24,762 authorized the City Manager to enter into a professional services agreement with and establish a purchase order for NV5 to provide construction management and inspection services. However, due to a change in the funding source subsequent to the City Council's original authorization, Resolution No. 24,762, was rescinded on June 19, 2018 by Resolution No. 24, 796, which revised the account numbers, ratified the previously authorized and executed professional services agreement and re-issued the purchase order.

Due to budgetary constraints, the Department desires to change the funding source allocation that was appropriated pursuant to Resolution No, 24,796. Thus, it is requested that Resolution No. 24,796 be rescinded and a new resolution adopted to revise the account number, ratify the agreement and re-establish the purchase order.

ALTERNATIVE

Due to the fact that the consultant entered into the contract with the City and commenced the requested services based upon the good faith belief that proper authorization was obtained and funding allocated, no alternative is offered.

Staff Report – Resolution Authorizing Rescind Resolution
No. 24,796, Ratify Professional Agreement with NV5
Re-Issue Purchase Order (\$171,995.00)
Street Rehabilitation Project (CIP #13-01)
November 27, 2018, Page 6 of 6

FISCAL IMPACT

Funds in the amount of \$171,995.00 are available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 1520-710-OMR-4266.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 24,796, RATIFYING THE
PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR
CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE
STREET REHABILITATION PROJECT (CIP #13-01) AND RE-ISSUING A
PURCHASE ORDER IN THE AMOUNT OF \$171,995**

WHEREAS, the Street Rehabilitation Project (“Project”) provides improvements to specified streets within various areas throughout the City; and

WHEREAS, the project will be performed in accordance with the plans, specifications and other contract documents and shall consist of: the installation of asphalt concrete; the installation of ADA compliant curb ramps; curb; gutter and sidewalk improvements; driveway improvements; striping and traffic loop replacement; street sign replacement; and, other minor associated work; and

WHEREAS, the City Council was presented with a request to approve awarding the construction services contract for this Project; however, an essential component of this Project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services; and

WHEREAS, staff advertised to solicit proposals for construction management and inspection services on December 14, 2017 for this Project from qualified firms. On January 16, 2018, a total of seven (7) proposals were received, reviewed and ranked by staff with the most responsive firms selected as follows:

<u>Rank</u>	<u>Firm</u>	<u>Location</u>	<u>Amount</u>
1	NV5	Irvine, CA	\$171,995
2	Infrastructure Engineers	Brea, CA	\$193,259
3	Quantum Consulting	Torrance, CA	\$126,058
4	KOA Corporation	Monterey Park, CA	\$189,756
5	Biggs Cardosa	Orange, CA	\$195,380
6	SA Associates	Arcadia, CA	\$181,000
7	Murow	Irvine, CA	\$200,000;

and

WHEREAS, selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications; fees are not an initial consideration; and

WHEREAS, after evaluation of the proposals submitted, staff determined that the proposal and fee submitted by NV5 was deemed the most responsive firm to provide the needed construction management and inspection services for this Project; thus, it was recommended to the Council that NV5 be awarded the contract for providing professional construction management and inspection services for this Project; and

WHEREAS, on April 10, 2018, City Council authorized the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of \$171,995.00 for NV5 to provide construction management and inspection services; and

WHEREAS, however, due to a change in the funding source subsequent to the City Council's original authorization, Resolution No. 24,762, was rescinded on June 19, 2018 by Resolution No. 24,796, which revised the account numbers, ratified the previously authorized and executed professional services agreement and re-issued the purchase order; and

WHEREAS, due to budgetary constraints, the Department desires to change the funding source allocation that was appropriated pursuant to Resolution No, 24,796; thus, it is requested that Resolution No. 24,796 be rescinded and a new resolution adopted to revise the account number, ratify the agreement and re-establish the purchase order; and

WHEREAS, the current agreement between the City of Compton and NV5 adopted by the City Council in April 2018 will remain in effect; and

WHEREAS, funds for this expenditure are available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 1520-710-OMR-4266.

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

SECTION 1. That Resolution No. 24,796 adopted by City Council on June 19, 2018 is hereby rescinded.

SECTION 2. That the proposal submitted by NV5 in the amount of \$171,995.00 is hereby re-accepted and ratified and all other bids rejected.

SECTION 3. That the professional services agreement with NV5 for the provision of construction management and inspection services for the Street Rehabilitation Project (CIP #13-01) is hereby re-authorized and ratified.

SECTION 4. That funds in the amount of \$171,995.00 are available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 1520-710-OMR-4266.

SECTION 5. That a purchase order in the amount of \$171,995.00 is authorized to be re-established for NV5 for professional services to be rendered on the Street Rehabilitation Project.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and the Public Works Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the ____ day of _____, 2018.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

November 27, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GIFT FROM 44 BLUE PRODUCTIONS TO PROVIDE RENOVATIONS TO THE GONZALES PARK'S JACKIE ROBINSON STADIUM, THE COMPTON PAR 3 GOLF COURSE CLUBHOUSE, AND THE SYLVIA NUNN ANGELS' FACILITY

SUMMARY

This resolution authorizes the City Manager to enter into a Donation Agreement with 44 Blue Productions which accepts their donation of providing specified renovations to the Gonzales Park's Jackie Robinson Stadium, the Compton Par 3 Golf Course Clubhouse, and the Sylvia Nunn Angels' facility.

BACKGROUND

44 Blue Productions is an award-winning producer of non-fiction, docuseries, reality, lifestyle and action-adventure programming, whose series have aired on more than 40 television networks and in more than 120 countries worldwide. Founded by Rasha and Stephanie Drachkovitch, 44 Blue's impressive slate of groundbreaking series includes A&E's two-time Emmy-Nominated *Wahlburgers*, *Donnie Loves Jenny* and first-responder hit docuseries *Nightwatch*; MSNBC's critically acclaimed *Lockup* and its spinoff series *Lockup: Raw*, *Lockup: World Tour* and *Life After Lockup*; Animal Planet's top-rated *Pit Bulls & Parolees*, Style's Emmy-nominated *Split Ends*, Spike's *Deadliest Warrior* and OWN's Gracie Award-winning *Married To The Army: Alaska*. 44 Blue is represented by William Morris Endeavor.

44 Blue Productions is currently filming a documentary, "Compton Rising," based on the history of the "Bloods" and "Crips" in Compton and 44 Blue Productions desires to give back to the landmarks that were affected by the rivalry of the two groups. 44 Blue Productions have obtained Compton Film Permit #FP18-000018. This documentary will be available on Netflix and will be able to be streamed nationwide.

STATEMENT OF THE ISSUE

44 Blue Productions wishes to award the City of Compton ("City") a gift, consisting of specified renovations to structures of the following City-owned facilities:

- **Gonzales Park’s Jackie Robinson Stadium, 1101 West Cressey Street, Compton** – Scope of work includes bleacher maintenance; perimeter-fencing repair, replace and paint; light standards sand, prime, and paint; dugout repair; repair and paint damaged stucco. This project is valued at approximately One Hundred Thousand Dollars (\$100,000.00).
- **Compton Par3 Golf Course Clubhouse, 6400 East Compton Blvd, Compton** – Scope of work includes remove and replace existing entry door; replace roof; repair eaves and fascia; repair stucco, patch, prime, and paint; Replace existing signage. This project is valued at approximately One Hundred Twenty Five Thousand Two Hundred Ninety Dollars (\$125,290.00).
- **Sylvia Nunn Angels’ Facility, 200 North Long Beach Blvd, Compton** – Scope of work includes Replace existing flooring; renovate men and women bathrooms; frame area kitchen, barber/beauty salon, and studio; patch, prime, and paint exterior. This project is valued at approximately One Hundred Thirty Thousand Five Hundred Seventy Dollars (\$130,570.00).

All renovations will be at the sole expense of 44 Blue Productions, including the costs of any licenses, permits, insurance and other costs associated with the project. The entire project is valued at approximately Three Hundred Fifty Five Thousand Eight Hundred Sixty Dollars (\$355,860.00).

FISCAL IMPACT

There is no fiscal impact to the City.

RECOMMENDATION

It is the recommendation of staff that the City Council adopt the attached Resolution. On approval, the City Manager will enter into an agreement with 44 Blue Productions accepting the donation of renovations at the Gonzales Park’s Jackie Robinson Stadium, the Compton Par 3 Golf Course Clubhouse, and Sylvia Nunn Angel’s facility.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GIFT FROM 44 BLUE PRODUCTIONS TO PROVIDE RENOVATIONS TO THE GONZALES PARK'S JACKIE ROBINSON STADIUM, THE COMPTON PAR 3 GOLF COURSE CLUBHOUSE, AND THE SYLVIA NUNN ANGELS' FACILITY

WHEREAS, 44 Blue Productions is an award-winning producer of non-fiction, docuseries, reality, lifestyle and action-adventure programming, whose series have aired on more than 40 television networks and in more than 120 countries worldwide; and

WHEREAS, 44 Blue Productions is currently filming a documentary, "Compton Rising," based on the history of the Bloods and Crips in Compton and 44 Blue Productions desires to give back to the landmarks that were affected by the rivalry of the two groups; and

WHEREAS, 44 Blue Productions wishes to award the City of Compton ("City") a gift, consisting of specified renovations to structures of the following City-Owned locations: Gonzales Park – Jackie Robinson Stadium, Compton Par 3 Golf Course – Clubhouse, Sylvia Nunn Angels Facility; and

WHEREAS, all renovations will be at the sole expense of 44 Blue Productions; and

WHEREAS, the entire renovations project is estimated to be valued at Three Hundred Fifty Five Thousand Eight Hundred Sixty Dollars (\$355,860.00).

WHEREAS, it is in the best interest of the City of Compton to accept the gift from 44 Blue Productions to provide renovates to the Gonzales Park's Jackie Robinson Stadium, the Compton Par 3 Golf Course Clubhouse, and the Sylvia Nunn Angels' facility; and

WHEREAS, pursuant to the provisions of Section 37354 of the California Government Code, the City Council may accept any gift made to or for the City for any public purpose.

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

Section 1. That the City Council wishes to accept the gift and therefore authorizes the City Manager to enter into a Donation Agreement with 44 Blue Productions to provide specified renovations to the Gonzales Park's Jackie Robinson Stadium, the Compton Par 3 Golf Course Clubhouse, and the Sylvia Nunn Angels' facility.

Section 2. That 44 Blue Productions will be responsible to pay the entire cost of the renovations to the City-owned facilities.

Resolution No. _____

Page 2

Section 3. That copies of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, Parks and Recreation and General Services.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**PUBLIC DONATION AGREEMENT
BETWEEN
44 BLUE PRODUCTIONS, LLC
AND
CITY OF COMPTON**

THIS AGREEMENT ("Agreement") is made and entered into by and between 44 BLUE PRODUCTIONS LLC, a Delaware Corporation (hereinafter referred to as "44 BLUE") located at 3900 W. Alameda Avenue, #700, Burbank, CA 91505, and CITY OF COMPTON, a municipal corporation of the State of California (hereinafter referred to as "CITY") located at 205 South Willowbrook Avenue, Compton, California 90220. 44 BLUE may be referred to as Donor. 44 BLUE and CITY may be referred to as PARTIES.

RECITALS

WHEREAS, 44 BLUE is an award-winning producer of non-fiction, docuseries, reality, lifestyle and action-adventure programming, whose series have aired on more than 40 television networks and in more than 120 countries worldwide; and

WHEREAS, 44 BLUE is currently filming a documentary in the City of Compton, "Compton Rising" based on the history of the Bloods and Crips in Compton; and

WHEREAS, 44 BLUE wish to make a donation to the CITY consisting of renovations at three CITY owned facilities, Gonzales Park's Jackie Robinson Stadium, Compton Par 3 Golf Course Clubhouse and Sylvia Nunn Angels - 200 North Long Beach Blvd ("hereinafter referred to as "the Project Locations"); and

WHEREAS, the City, in accordance with the terms of this Agreement, wishes to accept the gift pursuant to California Government Code section 37354; and

WHEREAS, by Resolution No. _____, adopted on the 27th day of November, 2018, the City Council authorized the City Manager to enter into an agreement accepting a gift from 44 BLUE to make renovations to the Project Locations.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions herein described, the Parties to this Agreement mutually agree as follows:

AGREEMENT:

1. **The Project.** Donor shall provide to the City a Donation consisting of the renovation of the FACILITIES (See Attachment A). The Project shall be provided at the sole expense of 44 BLUE and of no cost to the CITY. The Project's estimated valued is Three Hundred Fifty-Five Thousand, Eight Hundred Sixty-Six Dollars (\$355,866.00).

The Parties anticipate that the Project will be completed and operational on or about June 30, 2019.

2. **Term.** This terms of this Agreement shall commence when all Parties have executed this Agreement and shall be effective for a period of one (1) year thereafter, unless terminated for cause.

3. **Donor Responsibilities.**

a. Donor shall provide and be responsible for the entire cost of the Project, including any related expenses. City shall not be responsible for any costs or expenses related to equipment, supplies, materials or installation of the Donation.

b. The agreement between Donor and any construction company shall require that construction company or companies comply with the requirements of all relevant local, state and federal laws; and construction company or companies shall obtain and keep in effect throughout the construction and installation of the renovations at the Project Location legally sufficient insurance coverage for Commercial General Liability (including bodily injury, property damage, products/completed operations, and contractual liability), Commercial Automobile Liability (providing bodily injury and property damage), and a program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of construction company or companies and all risks to such persons under the agreement. Construction company or companies shall be endorsed to name the City as an additional insured. All funds shall be paid directly by Donor to Construction Company or Companies. Access to the Project Locations shall be provided to construction Company or Companies through a right of entry permit issued by the City.

c. Donor represents that it is authorized to enter into this Donor Agreement with the City and that the Project shall be installed and completed free of any liens, encumbrances and third party claims thereon.

4. **City's Responsibilities.**

a. CITY is authorized to enter into this Donor Agreement and represents that it owns the Project Locations, and said Project Locations are free of any liens, encumbrances or third party claims that would be inconsistent with the Donor's intent to provide renovations to the Project Locations.

b. CITY shall not unreasonably withhold to Donor, Construction Company or Companies necessary permits, authorizations and consents, as well as right of entry to the Project Locations to perform the necessary work.

c. CITY shall maintain the Project in a safe and attractive manner consistent with the terms and conditions of the product warranties. CITY shall have no obligation whatsoever to replace the Project materials, supplies or equipment becomes stolen or removed without the CITY's knowledge or written consent.

5. **Publicity, Recognition and Partnership Opportunities.**

a. Donor hereby acknowledge that the City, without charge to the City, may make, or cause to be made, photographs and other reproductions of the Project for educational, public relations, tourism or other promotional purposes without payment of any royalties or other fees to the Donor. For purposes of this Agreement, the following are among those deemed to be permissible reproductions for the above-cited purposes: brochures and pamphlets pertaining to City; reproduction in exhibition catalogues, books, slides, photographs, postcards, posters, newspapers and calendars; slides and film strips; television; and images displayed over computers or the internet in connection with the City. City shall acknowledge Donor as Donation partners in its written materials, news releases and related marketing or publicity about the Project.

b. Donor also have the right to publicize, show photographs of, use the name of the Project and otherwise promote their contributions.

c. Donor shall have the right, but not the obligation, to place and remove its logo or trademarks on or around the Project, subject to the prior written approval of the City. The use of any name for the Project shall be subject to the prior approval of the Parties, subject to the City's naming policies, with prior notice to the Donor.

6. **Absence of Donor Warranties.** DONOR MAKE NO REPRESENTATIONS OR WARRANTIES HEREUNDER OF ANY KIND, EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE PROJECT OR ANY COMPONENT THEREOF, OR THE PERFORMANCE BY THE SURFACE CONTRACTORS OF ANY SERVICES. IN NO

EVENT, EXCEPT AS PROVIDED IN PARAGRAPH 7, WILL DONOR BE LIABLE FOR ANY DAMAGES INCLUDING PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PROJECT LOCATION.

7. Indemnification.

a. After completion of the Project, and except for the negligence or willful misconduct of the Donor, or any of Donor's officers, directors, employees, accountants, attorneys, affiliates, subsidiaries, successors, insurers and assigns (collectively hereinafter "Donor"), City agrees to indemnify, defend and hold harmless Donor from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) related to the Donation, the Project Locations, or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the negligent acts, errors, omissions or willful misconduct, including the maintenance, location, or condition of the Project, or any person's use of the Project, whether authorized or unauthorized, proper or improper. Without limiting this obligation, City will maintain the insurance described in Section 8 below.

b. Except for the negligence or willful misconduct of the City, or any of its officials, officers, employees, agents and successors in interest (collectively hereinafter "City"), Donor, undertakes and agrees to defend, indemnify and hold harmless the City from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal), and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim, including, without limitation, personal injury or death to any person, including Donor's employees and agents, or damage or destruction of any property of either Party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to or during Donor's use of the Project site or their use by Donor's contractors and subcontractors of any tier. Without limiting this obligation, Donor will maintain the insurance described in Section 8.

8. Insurance Requirements.

a. City's Insurance. City shall obtain and keep in effect for the period of this Agreement, at City's expense, the following insurance coverage:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Commercial General Liability	\$1,000,000

(including bodily injury, property damage, products/completed operations, personal injury, participants' bodily injury liability and contractual liability coverage)

The coverage limits above may be through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are satisfactory to Donor and that are licensed to do business in the state or country in which the Project are located. The policies, including self-insurance, shall be endorsed to name Donor, and their directors, officers, agents, and affiliates as additional insureds and shall be written on an occurrence basis. The policies shall provide Donor with thirty (30) days' notice of cancellation.

- c. Donor's Insurance. At Donor's expense, Donor shall obtain and keep in effect during the term of this agreement, the following insurance coverage:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Commercial General Liability (including bodily injury, property damage, products/completed operations, personal injury, participants' bodily injury liability and contractual liability coverage)	\$1,000,000
Auto Liability	\$1,000,000

The above insurance coverage limits may be through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are satisfactory to City and that are licensed to do business in the state or country in which the Project Locations are located. The policies, including self-insurance, shall be endorsed to name City, and its directors, officers, agents, and affiliates as additional insureds and shall be written on an occurrence basis. The policies shall provide City with thirty (30) days notice of cancellation.

9. Relationship of Parties. Donor, their officers, employees, contractors, subcontractors, agents and volunteers (collectively hereinafter "Donor"), shall not be supervised by any employee or official of the City, nor shall the Donor exercise supervision over an employee or official of the City. The Donor shall perform or oversee all work under this Agreement as an independent contractor and not as an agent or employee of the City. The Donor shall not obtain any rights to retirement, health care or any other benefits that accrue to City

officials, officers or employees and Donor expressly waive any claims to such rights.

10. Use of Marks. Notwithstanding any provision herein, and except as provided in Section 5, above, neither Party shall use the other's trademarks, tradenames or logos (each, a "Mark") without prior written approval. Each Mark shall remain the sole and exclusive intellectual property of the pertinent party.

11. Ownership of Project. On completion of the Project and acceptance by the City, the Donation shall become the property of the City.

12. Notices. All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services
(310) 605-5519
(310) 609-1753 – fax.

With copy to: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

If to 44 BLUE:

44 Blue Productions, LLC
3900 W. Alameda Avenue, #700
Burbank, CA 91505
Attn: Rasha Drachkovitch, CEO
(818) 760-4442

13. Miscellaneous Provisions.

a. This Agreement represents the entire and integrated Agreement of the Parties and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

b. The Parties hereto have mutually negotiated the terms and conditions of this Agreement and each Party received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product

of the joint drafting efforts of all Parties and no Party shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of any Party.

c. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover costs and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

d. In the event of a breach or default of this Agreement, the non-breaching Party shall be entitled to all remedies available pursuant to the terms of this Agreement, at law and in equity, including, but not limited to, specific performance of this Agreement, and all such remedies are cumulative in nature and may be asserted by such Party in the alternative and the assertion of a remedy by a Party shall not be deemed an exclusive election of remedies or waiver of any other rights conferred on that Party by the terms of this Agreement.

e. No waiver of any breach of any Agreement, provision or failure of a condition herein contained shall be deemed a waiver of any preceding or succeeding breach or failure thereof, or of any other Agreement, provision or condition contained herein, nor an extension of time for performance of any other obligation or act.

f. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with, the laws of the State of California. This Agreement is made and entered into in the County of Los Angeles, State of California, and any legal actions or proceedings arising from or related to this Agreement shall be brought in the County of Los Angeles, State of California.

[SIGNATURE EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date written below.

CITY OF COMPTON

APPROVED AS TO FORM

Craig J. Cornwell, City Attorney

Date: _____

By: _____
Cecil W. Rhambo, Jr., City Manager

Date: _____

ATTEST:

By: _____
Alita Godwin, City Clerk

Date: _____

Executed this _____ **day**
of _____, **2018**

44 BLUE PRODUCTIONS, LLC

By: _____

Title: _____

By: _____

Title: _____

ATTACHMENT A

JACKIE ROBINSON STADIUM, 1101 WEST CRESSY STREET

BLEACHER MAINTENANCE

Including incorrectly installed, broken, missing fasteners, unsafe and/or dirty.

SAND & PAINT EIGHT (8) LIGHT STANDARDS

REPAIR DUGOUT

Repair and paint damaged plywood back boards.

RAMPS ON THE INTERIOR OF THE STADIUM

Repair and Paint Stucco approximately 30 square feet.

PERIMETER FENCING REPAIR

Repair and Paint

SIGNAGE REPLACEMENT

Replace existing signage.

This project is estimated at One Hundred Thousand Dollars (\$100,000.00)

COMPTON PAR3 GOLF COURSE

REPAIR CLUBHOUSE

Remove and Replace existing entry door, replace roof, repair eaves and fascia, repair stucco around the exterior of the entire clubhouse, patch, prime, and paint. Replace existing signage.

This project is estimated at One Hundred Twenty-Five Thousand Two Hundred Ninety Dollars (\$125,000.00)

SYLVIA NUNN ANGELS, 200 NORTH LONG BEACH BLVD.

REPLACE EXISTING FLOORING

Throughout the entire building.

RENOVATE BOTH MEN AND WOMEN BATHROOMS

Demolition of existing tile, toilet and sink in men and women bathrooms, install 12" x 12" ceramic floor tile in men and women bathrooms, install 12" x 12" wall tile from floor to approximately 4' high, grout and seal floors and walls, install ADA compliant 30" vanity, install ADA compliant low flush toilets, install (2) ADA compliant handrails back wall 36" and side wall 42", install compliant toilet paper and paper towel dispensers, install minimum 50 CFM exhaust fan, install new LED lighting and patch, prime and paint.

This project is estimated at One Hundred Thirty Thousand Five Hundred Seventy Dollars (\$130,570.00).



CITY OF COMPTON FILM PERMIT APPLICATION

DATE: 8/30/18

PERMIT NO.: _____
PERMIT FEE: \$51300
PAID: \$ _____

PRODUCTION TITLE: COMPTON RISING
COMPANY NAME: 44 BLUE PRODUCTIONS
ADDRESS: 3900 W ALAMEDA AVE 700
CITY: BURBANK STATE: CA ZIP: 91505
TELEPHONE NUMBER: 818 760 4442

☐ FEATURE FILM ☐ TELEVISION ☐ COMMERCIAL ☐ MUSIC ☐ OTHER

UNIT MGR. _____ LOCATION MGR. _____

1ST ASSIST. DIR. _____ OTHER PERSONNEL _____

SPECIFIC LOCATION(S) _____
(IF NOT CITY-OWNED PROPERTY, ATTACH PROPERTY OWNER'S SIGNED & DATED APPROVAL FORM/LETTER)

ACTIVITY: _____

☒ EXTERIOR ☒ INTERIOR TOTAL DAYS 56 TOTAL PERSONNEL 15 average

DATE(S) OF FILMING	BETWEEN THE HOURS OF (DAYTIME CAMP HOURS)	SET-UP	SHOOT	STRIKE
<u>RANDOM 9/10 - 12/12</u>	<u>9am - 8pm</u>			

☐ PYROTECHNICS ☐ FIREARMS ☐ ANIMALS ☐ MINORS
*IF YOU ARE EMPLOYING MINORS OR USING ANIMALS IN YOUR PRODUCTION, THERE MAY BE STATE AND FEDERAL AGENCIES
YOU MUST CONTACT. PLEASE INQUIRE.
☐ TRUCK(S) ☒ AUTO(S) ☐ OTHER

REVIEWED FOR PROCESSING BY: _____ Date: _____

SHERIFF'S DEPARTMENT APPROVAL: _____ Date: _____

FIRE DEPARTMENT APPROVAL: M. McCann Date: 9/12/18

Permittee agrees to comply with all applicable laws and to maintain the premises in good condition and to return said premises in the same condition as they were before said use. Unless greater or lesser coverage is requested, permittee agrees to furnish the City of Compton evidence of \$1 Million comprehensive general liability insurance (private property) or \$2 Million comprehensive general liability insurance (City-owned property) in the form of a certificate covering the entire period of this permit and naming Permittee and its employees as additional insured's. Permittee waives all claims against the City of Compton, its Officers, Agents and Employees, for fees or damage caused by, arising out of, or in any way connected with the exercise of this permit.

Representative Signature: Heather Hollin Date: 8-30-18
Print Above Name: HEATHER HOLLIN Title: LINE PRODUCER
City Manager Approval: _____ Expiration: _____

01/2018



Compton Fire Department

201 South Acacia Street
Compton, California 90220
(310) 605-5671 fax (310) 632-8414

Invoice No.

91218

Invoice =

Customer

Name 44 Blue Productions
Address 3900 W. Alameda Ave #700
City Burbank CA ZIP 91505
Phone 818.760.4442

Date 9-1218

Qty	Description	Unit Price	TOTAL
1	Film Permit	\$513.00	\$513.00

Payment Details

- ☐ Check
☐ Cash
☒

Name _____
Check # _____

SubTotal	
Shipping & Handling	\$513.00
	\$0.00
TOTAL	\$513.00

An Administrative Citation may require you to pay a minimum \$200 civil fine, if you fail to comply for the first offense as per Compton Municipal Code. The second and third offenses are a minimum of \$200 and \$500 respectively. The City may use any legal means to collect unpaid administrative fines, including liens against property.



CITY OF COMPTON
BUSINESS LICENSE DIVISION (310) 605-6331
205 S Willowbrook Avenue, Compton, California 90220

BUSINESS LICENSE INVOICE

September 13, 2018

44 BLUE PRODUCTIONS
3900 W ALAMEDA AVENUE # 700
BURBANK, , CA 91505

RE: Business License # FP18-000018

We have received your application for a business license for 44 BLUE PRODUCTIONS. Your application has been processed and was approved on 09/13/2018. **Your remaning balance due is \$2,013.00**, you business license will be issued once the balance due has been paid.

Fee	Account Code	Amount	Amount Paid	Balance Due
Permit Fee (more than 5 days)	1001-000-000-3245	1500.00	1500.00	1500.00
Fire Fee	1001-000-000-3246	513.00	513.00	513.00
	Total:	2,013.00	2,013.00	2,013.00

Remit payment in person or by mail at:
City of Compton, Business License Division
205 S. Willowbrook Ave
Compton, CA 90220

If you have any questions, please feel free to contact me at (310) 605-5575 or by email at rocarter@comptoncity.org.

Sincerely,

Roderick Carter
License Division

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICUOUS PLACE

CITY OF COMPTON FILM PERMIT CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 N. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	FP18-000018	EXPIRATION DATE:	12/22/2018
BUSINESS:	44 BLUE PRODUCTIONS	ISSUE DATE:	09/13/2018
LOCATION:	3900 W ALAMEDA AVE # 700	OWNERSHIP TYPE:	Sole Proprietor
PRODUCTION TITLE:	COMPTON RISING	DATES OF FILMING:	09/10/2018 THUR 12/22/2018
MAILING ADDRESS:	3900 W ALAMEDA AVENUE # 700 BURBANK, , CA 91505	LOCATION(S):	RANDOM LOCATION THROUGH THE CITY OF COMPTON
RESTRICTIONS:			

44 BLUE PRODUCTIONS
3900 W ALAMEDA AVENUE # 700
BURBANK, , CA 91505



CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)
09/07/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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

Aon/Albert G. Ruben Insurance Services, Inc.
15303 Ventura Blvd., Suite 1200
Sherman Oaks, CA 91403
+ 1818.742.1400

Contact Name: Erin Gheen

Phone:

(A/C, No. Ext): 818.742.1427

Fax

(A/C, No):

Email Address: Erin.Gheen@Aon.com

Insurer's Affording Coverage

NAIC #

INSURED

44 Blue Productions
3900 W Alameda Ave, 7th Floor
Burbank, CA 91505

INSURER A: Vigilant Insurance Co.

INSURER B: Federal Insurance Co.

INSURER C: Chubb National Insurance Co.

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		7996-80-12	05/01/2018	08/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		7996-80-13 AUTO PHYSICAL DAMAGE LIMIT INCLUDED IN MISC EQUIPMENT LIMIT	05/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			7996-80-14	05/01/2018	08/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE ☐ Other ☐ E.L. Each Accident \$ E.L. Disease - EA Employee \$ E.L. Disease - Policy Limit \$
C	PRODUCTION PACKAGE PROPS/SETS/WARDROBE THIRD PARTY PROPERTY DAMAGE MISCELLANEOUS EQUIPMENT			7996-98-98	05/01/2018	08/01/2019	Limit: \$5,000,000 Limit: \$5,000,000 Limit: \$5,000,000

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

PRODUCTION: "COMPTON RISING"
SUBJECT TO THEIR TERMS AND CONDITIONS, CITY OF COMPTON IS INCLUDED AS ADDITIONAL INSURED ON THE GENERAL AND AUTO LIABILITY POLICIES AND AS LOSS PAYEE ON THE PRODUCTION PACKAGE POLICY AS THEIR INTEREST MAY APPEAR, BUT ONLY AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

City of Compton
205 South Willowbrook Ave
Compton, CA 90220

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

Aon/Albert G. Ruben Insurance Services, Inc.

ACORD 25 (2016/03)

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Liability Insurance

Endorsement

Policy Period May 18 , 2018 to May 18, 2019
Effective Date May 18 , 2018
Policy Number 7996-80-12
Insured 44 Blue Productions

Name of Company VIGILANT INSURANCE COMPANY
Date Issued August 31, 2018

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Schedule

City of Compton
205 South Willowbrook Ave
Compton, CA 90220

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. H. 2", written over a horizontal line.