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**COMPTON CITY COUNCIL
AGENDA
12/11/2018
5:30 PM**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

APPROVAL OF MINUTES

1. NOVEMBER 20, 2018

REGULAR AGENDA

CITY MANAGER'S REPORT

2. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR VESTING TENTATIVE TRACT MAP NO. 73337 (January 8, 2019 at 5:35 p.m.)

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER (RETROACTIVELY) INTO A TWO (2) MONTH PROFESSIONAL SERVICES AGREEMENT WITH CODE CONSULTING GROUP, LLC, FOR PROVIDING FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT (\$7,776.00)
4. 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, LLC, TO PROVIDE RENOVATIONS TO THE GONZALES PARK'S JACKIE ROBINSON STADIUM, THE COMPTON PAR 3 GOLF COURSE CLUBHOUSE, AND THE SYLVIA NUNN ANGELS' FACILITY

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/18/2018 5:30 PM

Visit our website at <http://www.comptoncity.org>

NOVEMBER 20, 2018

The Compton City Council meeting was called to order at 5:39 p.m. in the Council Chambers of City Hall by Mayor Pro Tem Janna Zurita. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Pro Tem Janna Zurita.

ROLL CALL

Council Members Present – McCoy, Sharif, Zurita

Council Members Absent – Galvan, Brown

Other Officials Present: C. Cornwell, A. Godwin, D. Sanders, C. Rhambo, Jr.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, President-Compton Business Chamber of Commerce, addressed the Council regarding the Christmas lights on the palm trees along Compton Blvd. and Central Avenue, and further suggested that the lights remain on all year. Mr. Holifield also complained about the lack of not being able to view the live broadcast of the City Council meetings on Channel 36.

David Irons, Compton residents, addressed the City Council regarding emergency preparedness and spoke regarding concrete houses that withstand hurricanes, fires and other disasters.

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 (*Removed from agenda*)

RECREATION DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SERVICE FIRST POOL SYSTEMS TO PROVIDE POOL MAINTENANCE SERVICE FOR THE GONZALES PARK AQUATIC CENTER (\$18,000.00) (*Approved Resolution Number 24,881*)

WATER DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISHMENT OF A PURCHASE ORDER FOR CIVILTEC ENGINEERING, INC. FOR THE PREPARATION OF WATER LOSS AUDITS AND VALIDATION CONSULTANT SERVICES FOR FISCAL YEARS 2016-2017 AND 2017-2018 (\$26,370.00) (*Approved Resolution Number 24,882*)

It was moved by McCoy, seconded by Sharif, that the consent agenda be approved.

City Attorney Craig Cornwell indicated that item number 1 must be removed from the consent agenda. Councilmembers McCoy and Sharif withdrew their motion and second.

On motion by McCoy, seconded by Sharif, item numbers 2 and 3 of the consent agenda were approved by the following vote on roll call:

AYES: Council Members – McCoy, Sharif, Zurita
NOES: Council Members - None
ABSENT: Council Members - Galvan, Brown

END CONSENT AGENDA

REGULAR AGENDA

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,795, RATIFYING THE CONSTRUCTION CONTRACT WITH PALP, INC. (DBA) EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT (CIP#13-01) AND RE-ISSUING A PURCHASE ORDER (\$1,775,400)

It was moved by Sharif, seconded by McCoy, for discussion.

Mayor Pro Tem Zurita requested that the contracts be expedited, so that the street improvement projects may begin as soon as possible.

Councilmember Sharif questioned whether there could be more than one street project being performed simultaneously.

Public Works Director Wendell Johnson, stated that the city has a residential street project and the ‘early action’ residential street project design phase. Mr. Johnson then noted that it is his expectation that the ‘early action’ residential street project will be performed in approximately 90 days.

Mayor Pro Tem Zurita requested that a schedule of the street repairs be placed on the city’s website for the benefit of the residents.

Resolution Number 24,883 entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,795, RATIFYING THE CONSTRUCTION CONTRACT WITH PALP, INC. (DBA) EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT (CIP#13-01) AND RE-ISSUING A PURCHASE ORDER’ was adopted by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Zurita
NOES: Council Members - None
ABSENT: Council Members - Galvan, Brown

COUNCIL COMMENTS

Councilperson McCoy offered the following communications/announcements:

- Indicated that the City Council is committed to having the streets and highways repaired as quickly as possible; however, the city must follow the proper procedures and guidelines, and she further encouraged the citizens to have patience.
- Thanked everyone involved in the Thanksgiving Turkey and a food giveaways and they are greatly appreciated by the community.
- Wished everyone a Happy and Blessed Thanksgiving.

Councilperson Sharif offered the following communications/announcements:

- Thanked everyone who assisted with the Thanksgiving Turkey Giveaway at Compton Community College, and further thanked former Senator Isadore Hall for collaborating with the giveaway.
- Thanked everyone who participated with the ribbon cutting ceremony at Jessie Robinson Olympic Park and offered a special ‘Thank you’ to the *Pastors for Compton* and Home Depot.

Mayor Pro Tem Zurita offered the following communications/announcements:

- Thanked everyone involved with her Thanksgiving Turkey Giveaway, noting that over 500 families were assisted and provided with meals.
- Wished everyone a Happy Thanksgiving and urged the residents to be thankful and grateful and serve others in need.
- Addressed the issue of updating the City Charter, and further requested that the city consider forming a Charter Review/Reform Committee.

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned at 6:08 p.m. by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Zurita
NOES: Council Members - None
ABSENT: Council Members - Galvan, Brown

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

December 11, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: REQUEST TO SCHEDULE PUBLIC HEARING
VESTING TENTATIVE TRACT MAP NO. 73337**

Staff is requesting the City Council schedule a public hearing for Vesting Tentative Tract Map 73337 to consider the modification of approved condition #1. The property owner and developer KB homes has made a request to modify condition 20 of City Council resolution 24,864 to receive In Lieu Park Fee credit for the provision of two common open space areas totaling 3,024 sq. ft. for a 62-unit detached planned condominium development under construction on a 4.9 acre lot located at 2001 E. Rosecrans Avenue in Compton.

This project was originally heard before the Planning Commission on December 14, 2016 and subsequently approved by the City Council on March 7, 2017.

Staff requests that Council schedule a public hearing on this matter for **Tuesday, January 8, 2019 at 5:35 p.m.**

**ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL RHAMBO JR.
CITY MANAGER**

December 11, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER (RETROACTIVELY) INTO A TWO (2) MONTH PROFESSIONAL SERVICES AGREEMENT WITH CODE CONSULTING GROUP, LLC. FOR PROVIDING FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT FOR (\$7,776.00)

SUMMARY

Adoption of this resolution will amend the 2018-2019 Fiscal Year budget to transfer Seven Thousand Seven Hundred Seventy Six Dollars (\$7,776.00) between accounts, authorize the City Manager to retroactively enter into a professional service agreement with Code Consulting Group, LLC ("Code Consulting") for provision of Fire Protection Engineering Services rendered to the Compton Fire Department ("Department"), from July 1, 2018 through August 31, 2018 and issue a purchase order in the amount of \$7,776.00 for services rendered during that two (2) month period.

BACKGROUND

The Department must review new building and building improvement plans to assure that contractors are in compliance with current fire codes and regulations; however, the Department does not have sufficient staff to perform fire protection engineering services, thus there is a need to engage the services of a qualified and experienced engineering firm to review building plans as related to fire codes and regulations.

STATEMENT OF ISSUE

On September 5, 2017, the City Council adopted Resolution 24,641, which authorized the City Manager to enter into a professional services agreement with Code Consulting to provide Fire Protection Engineering Services September 1, 2017 through June 30, 2018.

Due to challenging circumstances outside the control of the Fire Department, the Department did not have another consultant in line to perform fire protection engineering services for the 2018-2019 Fiscal Year. Department staff were still receiving proposals from firms when the 2017-2018 Fiscal Year ended.

**Staff Report – Resolution Authorizing 2-Month
Agreement with Code Consulting Group, LLC
Fire Protection Engineering Services
December 11, 2018, page 2**

The Department had over thirty-five (35) plans requiring review and due to the fact the Department had not received any quotes at the time, it would have been a severe degradation in customer service delivery had the Department failed to provide plan checks to the businesses in need of plan checks to complete their construction and inspection projects during this two (2) month period while the competitive proposal procedure was in process.

At this time, Code Consulting was providing this service but their contract had expired. Staff requested that they continue while a decision was made on the proposals that had been received for the 2018-2019 Fiscal Year Budget. Thus, in order to pay Code Consulting for the services they rendered to the Department from July 1, 2018 through August 31, 2018 Council authorization is needed and requested.

After reviewing the proposals for the 2018-2019 Fiscal Year that were submitted, staff determined that the needs of the Department would be best met by contracting with KJ Consulting at a reasonable cost. On September 18, 2018, pursuant to Resolution 24,857, City Council authorized an agreement with KJ Consulting for the needed services.

FISCAL IMPACT

The amount due for professional services rendered for the period of July 1, 2018 through August 31, 2018 is for Seven Thousand Seven Hundred Seventy Six Dollars (\$7,776.00). The Fire Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$7,776.00
<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4262	Other Professional Services	\$7,776.00

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

**RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS
AND AUTHORIZING THE CITY MANAGER TO ENTER (RETROACTIVELY)
INTO A TWO (2) MONTH PROFESSIONAL SERVICES AGREEMENT WITH
CODE CONSULTING GROUP, LLC. FOR PROVIDING FIRE PROTECTION
ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT FOR
(\$7,776.00)**

WHEREAS, the Compton Fire Department (“Department”) must review new building and building improvement plans to assure that contractors are in compliance with current fire codes and regulations; however, the Department does not have sufficient staff to perform fire protection engineering services, thus there is a need to engage the services of a qualified and experienced engineering firm to review building plans as related to fire codes and regulations; and

WHEREAS, on September 5, 2017, the City Council adopted Resolution 24,641, which authorized the City Manager to enter into a professional services agreement with Code Consulting to provide Fire Protection Engineering Services September 1, 2017 through June 30, 2018; and

WHEREAS, due to challenging circumstances outside the control of the Fire Department, the Department did not have another consultant in line to perform fire protection engineering services for the 2018-2019 Fiscal Year; and

WHEREAS, the Department had over thirty-five (35) plans requiring review and due to the fact the Department had not received any quotes at the time, it would have been a severe degradation in customer service delivery had the Department failed to provide plan checks to the businesses in need of plan checks to complete their construction and inspection projects; and

WHEREAS, at the end of the 2017-18 Fiscal Year Code Consulting was providing this service but their contract had expired; thus, staff requested that they continue while a decision was made on the proposals that had been received for the 2018-2019 Fiscal Year Budget; and

WHEREAS, staff has requested that the City Council adopt this resolution to authorize the City Manager to retroactively enter into a professional service agreement with Code Consulting for provision of Fire Protection Engineering Services provided to the Department, rendered from July 1, 2018 through August 31, 2018 and issue a purchase order in the amount of Seven Thousand Seven Hundred Seventy Six Dollars (\$7,776.00) for services rendered during that two (2) month period; and

WHEREAS, the Fire Department’s 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to retroactively enter into a professional service agreement with Code Consulting Group, LLC for provision of Fire Protection Engineering Services provided to the Compton Fire Department, rendered from July 1, 2018 through August 31, 2018 in the amount of Seven Thousand Seven Hundred Seventy Six Dollars (\$7,776.00) for services rendered during that two (2) month period.

SECTION 2. That the Fire Department's 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$7,776.00

<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4262	Other Professional Services	\$7,776.00

SECTION 2. That a purchase order in the amount of Seven Thousand Seven Hundred Seventy Six Dollars (\$7,776.00) is authorized to be issued for Code Consulting Group, LLC.

SECTION 3. That funds for this expenditure are available in the Fire Department's 2018-2019 Fiscal Year budget in Account No. 1001-69-0000-4262.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Attorney, City Controller and the Fire Department.

SECTION 5. 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 MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-
ABSTAIN: COUNCIL MEMBER-

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CODE CONSULTING GROUP, LLC**

This **AGREEMENT** is entered into by and between the **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 and **CODE CONSULTING GROUP, LLC**, (hereinafter referred to as "**CONSULTANT**") located at 8504 Firestone Boulevard, Suite 298, Downey, California 90241.

RECITALS:

WHEREAS, the Compton Fire Department requires the assistance of a qualified and experienced engineering firm to review building plans to ensure compliance with all applicable fire codes and regulations; and

WHEREAS, Consultant (Code Consulting Group, LLC) warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, on _____, 2018, the Council adopted Resolution No. _____, authorizing a professional services agreement with the Consultant (Code Consulting Group, LLC) to provide building plan review services for the Compton Fire Department on an "as-needed" basis for the retroactive term of July 1, 2018 through August 31, 2018; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and City (collectively the "Parties"), for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall and has performed and provided fire protection engineering plan review services in accordance with the current California Building Code, California Fire Code, NFPA Standards and all applicable City of Compton regulations, standards and policies for review of residential, commercial and industrial building plans and fire suppression, detection and alarm systems plans, including expedited and third party review services, as more specifically described within Consultant's "**Proposal to Provide Fire Protection Engineering Services**" dated July 3, 2017, which is incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the

standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services to be provided pursuant to this Agreement.

Bernard T. McDuel, P.E., President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

Ronerick Simpson, Fire Chief, or his authorized designee shall be primarily responsible for representing the City in performance of this Agreement.

2. Duration of Contract. The Parties acknowledge and agree that Consultant performed the services required by the provisions of this Agreement during the period of July 1, 2018 through August 31, 2018.

3. Compensation. The Parties agree that that the maximum compensation payable for the services rendered between July 1, 2018 through August 31, 2018 by the Consultant shall be limited to a not-to-exceed amount of **Seven Thousand Seven Hundred Seventy Six Dollars (\$7,776.00)**. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or

any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of the Fire Chief or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages

to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as "**additional insureds**" with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of

the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

Consultant shall ensure any and all subconsultants and subcontractors performing services under this Agreement meet the insurance requirements of this Agreement.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

20. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

21. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

22. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

23. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

24. Amendments. This Agreement may be modified or amended only by written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

25. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

**Code Consulting Group, LLC
8504 Firestone Boulevard, Suite 298
Downey, California 90241
Attn: Bernard T. McDuel, P.E., President
(866) 240-0371
(714) 223-0074
(310) 863-0255 – cell
(866) 240-0371 – fax.
www.codeconsultinggroup.com**

To City:

**City of Compton
201 South Acacia Avenue
Compton, California 90220
Attn: Fire Chief, Compton Fire Department
(310) 605-5670
(310) 632-8414 – fax.**

With Copy to:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

28. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

**CODE CONSULTING GROUP, LLC
CONSULTANT**

Dated: _____

By _____
Bernard T. McDuel, P.E., President

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
Ronerick Simpson, Fire Chief
Compton Fire Department

Approved By:

Dated: _____

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

December 11, 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, LLC 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, LLC 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 City-owned facility located at 200 North Long Beach Boulevard (currently occupied by Tenant Sylvia Nunn Angels).

BACKGROUND

44 Blue Productions, LLC ("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. 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 is currently filming a documentary, "Compton Rising," based on the history of the "Bloods" and "Crips" in Compton and 44 Blue desires to "give back" to some of the landmarks that were affected by the rivalry of the two groups. 44 Blue has paid fees for Compton Film Permit #FP18-000018 and seeks Council approval to film in multiple City locations over a period of time specified in the film permit application. This documentary will be available on Netflix and will be streamed nationwide.

STATEMENT OF THE ISSUE

44 Blue wishes to award the City of Compton ("City") a "gift", consisting of specified renovations to the following structures they selected:

- **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, 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 Six Dollars (\$355,866.00).

The City staff has not pre-inspected any of the locations. It is unknown if there are any health and safety issues that may arise once renovations begin or pre-exist currently. All of the locations were selected by 44 Blue and are not subject to change by either the City Council or City administration for any reason. The scope of work is also not subject to change by the City Council or City Administration. Prior to this date, there have been no community meetings held in any of the Council Districts to give them input into which City facilities they would like to see renovated. Additionally, there have been no community meetings held to discuss any impacts the filming and construction would have on the immediate residents or businesses.

FISCAL IMPACT

The fiscal impact to the City is unknown at this time, as renovations could prompt the City to make further unbudgeted repairs or improvements to one or more of the selected locations.

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, LLC accepting the donation of renovations at the Gonzales Park's Jackie Robinson Stadium, the Compton Par 3 Golf Course Clubhouse, and 200 North Long Beach Boulevard.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

**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, LLC 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, 200 North Long Beach Boulevard (facility occupied by Tenant Sylvia Nunn Angels); 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 Six Dollars (\$355,866.00).

WHEREAS, it is in the best interest of the City of Compton to accept the gift from 44 Blue Productions to provide renovations to the three (3) above-specified City-owned facilities; 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, LLC to provide specified renovations to the Gonzales Park's Jackie Robinson Stadium, the Compton Par 3 Golf Course Clubhouse, and the City-owned facility located at 200 North Long Beach Boulevard.

Section 2. That 44 Blue Productions, LLC will be responsible to pay the entire cost of the renovations to the above-specified 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 West. Alameda Avenue, Suite 700, Burbank, California 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 collectively as the "**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 various renovations to be performed at three (3) City-owned facilities; specifically at Gonzales Park's Jackie Robinson Stadium, the Compton Par 3 Golf Course Clubhouse and the City-owned building located at 200 North Long Beach Boulevard – currently occupied by tenant Sylvia Nunn Angels; 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 ____ day of _____, 2018, the City Council authorized the City Manager to enter into an agreement accepting the gift/donation from 44 BLUE to make specific and various renovations to/at the three (3) City-owned facilities identified above.

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 specific and various renovations – the “Project” or “Donation” (as identified in “Attachment A”, which is attached and fully incorporated herein) to be performed at three (3) City-owned facilities; specifically at Gonzales Park’s Jackie Robinson Stadium, the Compton Par 3 Golf Course Clubhouse and the City-owned building located at 200 North Long Beach Boulevard – currently occupied by tenant Sylvia Nunn Angels (“Project Locations”). 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).

2. **Term.** This Agreement shall become effective and commence when all Parties have executed this Agreement; as of the date of the last Party execution. The Parties anticipate that the Project will be completed, operational and available for occupation on or about June 30, 2019, unless extended or terminated prior thereto.

3. **Donor Responsibilities.**

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

b. Donor shall enter into a written construction contract with a duly licensed, trained and experienced construction contractor (“Contractor” or “Donor’s Contractor”) for performance of the work specified by the Donation. The agreement between Donor and any Contractor shall require that the Contractor comply with the requirements of all relevant local, state and federal laws; and that the Contractor shall obtain and keep in effect throughout the construction and installation of the renovations at the Project Locations legally sufficient insurance coverage as follows:

(1) **Commercial General Liability.** Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars (\$1,000,000.00)** per occurrence (including bodily injury, property damage, products/completed operations, personal injury). Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

(2) **Automobile Liability.** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident (including bodily injury and property damage). If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent

Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident."

(3) **Workers' Compensation.** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million (\$1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

(4) **Endorsements.** Contractor's Commercial Liability Insurance coverage shall be endorsed to name the City, its officials, officers, employees, agents, and volunteers as **"additional insured"** with regard to liability and defense of suits or claims arising out of the performance of work on/at the Project Locations.

(5) **Insurance for Subcontractors.** Contractor shall include its subcontractors as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an **"additional insured"** to the subcontractor's policies.

c. Donor and Donor's Contractor shall have overall responsibility for safety precautions and programs in the performance of the Project. Donor and Donor's Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

(1) Employees and all other persons at the Project Locations;

(2) Materials and equipment stored on at the Project Locations or off the Project Locations for use in performance of the Project; and

(3) The Project and all property located at the Project Locations, whether or not said property or structures are part of the Project or involved in the Project.

d. Donor's Contractor shall designate an individual at the Project Locations in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents. Losses not insured under property insurance which may arise from the performance of work pursuant to the Project, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Donor and/or Donor's Contractor at Donor and/or Donor's Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

e. If City deems any part of the Project work or Project Location(s) unsafe, City may require Donor's Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures.

f. Donor shall not cause any commence work on the Project until the City has approved the complete plans and specifications for each of the Project Locations. Once the City has been provided with said plans and specifications, City shall have a review period of up to fifteen (15) day before granting Donor approval, partial approval or disapproval of the Project in writing.

City shall be provided with a copy of, and a reasonable opportunity to review for compliance with this Donation Agreement, the proposed written contract between Donor and it's Contractor prior to its execution. All costs, expenses and/or funds charged by Donor's Contractor for provision of services performed at the Project Locations are the sole responsibility of the Donor and shall be paid directly by Donor to Contractor. Access to the Project Locations shall be provided to Donor's Contractor through a "Right of Entry Permit" issued by the City. All work performed by Donor's Contractor shall be during regular business hours (i.e. Mondays through Fridays, 7:00 a.m. through 6:00 p.m.).

g. Donor represents that it is authorized to enter into this Donor Agreement with the City and that the Project shall be performed. 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 and/or Donor's Contractor necessary permits, authorizations and consents, as well as a "Right of Entry Permit" to the Project Locations to perform the necessary work.

c. City shall have no obligation whatsoever to replace any Project materials, supplies or equipment that are stolen or removed from the Project Locations without the City's, Donor's and/or Donor's Contractor'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 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 its contributions.

c. Donor shall have the right, but not the obligation, to place and remove its logo, trademarks and/or name on or around the Project Locations, 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. 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, contractors 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.

7. 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>
	\$1,000,000.00

Commercial General Liability

(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)	\$1,000,000.00

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.

8. 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.

9. 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.

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

11. 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, Suite 700
Burbank, California 91505
Attn: Rasha Drachkovitch, CEO
(818) 760-4442

12. 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.

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: _____

Approved:

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"
[Donation Scope of Work]

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).