The Successor Agency to the Compton Community Redevelopment Agency, is a distinct and separate legal entity from the City of Compton, and was established by Resolution No. 1, adopted on February 7, 2012. The Successor Agency is limited to the assets and liabilities of the dissolved Community Redevelopment Agency (CRA) of the City of Compton and shall have the authority to perform the functions and duties described in Part 1.85 to Division 24 of the California Health and Safety Code.

GOVERNING BODY OF THE SUCCESSOR AGENCY AGENDA 11/21/2023 6:30 PM

CITY COUNCIL CHAMBERS 205 SOUTH WILLOWBROOK AVENUE COMPTON, CALIFORNIA 90220

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

NEW BUSINESS

1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BBG REAL ESTATE SERVICES FOR PROPERTY APPRAISAL SERVICES FOR SUCCESSOR AGENCY OWNED PROPERTY ON AN AS-NEEDED BASIS FOR TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS ($27,300.00)

DIRECTORS COMMENTS

ADJOURNMENT

DATE: NOVEMBER 21, 2023

TO: HONORABLE CHAIRPERSON AND BOARD MEMBERS

FROM: EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BBG REAL ESTATE SERVICES FOR APPRAISAL SERVICES FOR SUCCESSOR AGENCY OWNED PROPERTY ON AN AS-NEEDED BASIS FOR TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS ($27,300.00)

SUMMARY

Staff respectfully requests approval from the Board of Directors to authorize the Executive Director to enter into a one year (Fiscal Year 2023-2024) professional services agreement with BBG Real Estate Services, for the provision of appraisal services for Successor Agency owned properties on an as-needed basis and open a purchase order for Fiscal Year 2023-2024 for $27,300.00.

BACKGROUND

Pursuant to AB XI 26 ("Dissolution Act"), the Compton Redevelopment Agency was dissolved as of February 1, 2012, and the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency") was established to wind down the affairs of the former Redevelopment Agency. To ensure orderly disposition of Successor Agency assets in accordance with the Dissolution Act, it is necessary for the Successor Agency to procure the assistance of a property appraisal firm.

STATEMENT OF THE ISSUE

Currently, the Successor Agency has fourteen (14) properties to sell to wind down its activities. The law requires appraisals to establish the fair market value of the subject property within six (6) months of its sale.

On July 12, 2023, staff issued a Request for Proposal for Appraisal Services for the Successor Agency owned properties and City owned Housing Successor Agency properties. The City Clerk sent a Public Notice for the RFP to the Compton Bulletin and it was published on July 12, 2023. The RFP was due on August 3, 2023 by 5:00 pm. Nine (9) RFPs were received by the due date and time.

The review of these firms was based on:

- Understanding of Work to be Performed (the Scope of Services): **15 points**
- Demonstrated Quality Firm and Professional Staff Technical Skill, Experience, Performance and Approach: **25 points**
- Familiarity with City, County, and State Procedures: **20 points**
- Firm's and Professional Staff References/Satisfaction of Clients: **15 points**
- Completeness and Quality of Proposal**: 15 points**
- Appraisal approach to performing this type of valuation: **10 points**
- Total: **100 Points**

The firms' scores were as follows:

Firm Name	Total Score	Cost
BBG Real Estate Services	98	$39,000
Nagasaki & Associates	97	$43,000
Curtis-Rosenthal, Inc.	93	$61,500
Bender Rosenthal Incorporated	90	$70,200
Cushman & Wakefield	88	$58,000
Thompson & Thompson	85	$55,250
Omega Valuation	84	$36,900
Integra Reality Resources	-0-	(Invalid)
Appraisal Pacific, Inc.	-0-	(Invalid)

The proposals submitted were to provide appraisal services for Successor Agency and Housing Successor Agency owned properties. BBG Real Estate Services proposal for the fourteen (14) Successor Agency owned properties is $27,300.00 and for the six (6) Housing Successor Agency owned properties is $11,700.00 for a total contract amount of $39,000.00.

The committee found that the proposal of BBG Real Estate Services was the most responsive and lowest cost bidder based on the criteria above and their qualifications including experience, price, delivery time and certifications. Staff is recommending that BBG Real Estate Services be awarded a contract over the other bidders to provide appraisal services on a as needed basis for Successor Agency owned properties.

ALTERNATIVE

The Successor Agency Board may select another appraiser from the list of proposals if the Board deems them the lowest most responsive bidder.

FISCAL IMPACT

The contractual agreement will not impact the General Fund. BBG Real Estate Services charges $1,950.00 for each appraisal performed. Funds in the amount of $27,300.00 are budgeted in the approved ROPS by the State Department of Finance for Fiscal Year 2023-2024 and are allocated in Account Number 1201-910-000-4262.

RECOMMENDATION

Staff recommends the Successor Agency Board adopt the attached Resolution, which authorizes the Executive Director to enter into a Professional Services Agreement with BBG Real Estate Services for appraisal services on an as-needed basis for FY 2023-2024 with an option to renew for one year (FY 2024-2025) and to issue a Purchase Order for Fiscal Year 2023-2024 not to exceed $27,300.00.

CECIL FLOURNOY, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT-
SUCCESSOR DIVISION

JERRY GROOMES
EXECUTIVE DIRECTOR

RESOLUTION NO. ______________

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BBG REAL ESTATE SERVICES FOR APPRAISAL SERVICES FOR SUCCESSOR AGENCY OWNED PROPERTY ON AN AS-NEEDED BASIS FOR TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS ($27,300.00)

WHEREAS, pursuant to AB XI 26 ("Dissolution Act"), the Compton Redevelopment Agency ("Former Agency") was dissolved as of February 12, 2012 and the Successor Agency to the Redevelopment Agency of the City of Compton ("Successor Agency") was established to wind down the affairs of the Former Redevelopment Agency; and

WHEREAS, in order to ensure orderly disposition of Successor Agency assets in accordance with the Dissolution Act, it is necessary for the Successor Agency to procure the assistance of a property appraisal firm that can assist the Successor Agency in determining the fair market value of the properties; and

WHEREAS, currently, the Successor Agency has fourteen (14) properties to sell to wind down its activities. The law requires appraisals to establish the fair market value of the subject property within six (6) months of its sale; and

WHEREAS, On July 12, 2023, staff issued a Request for Proposal (RFP) for Appraisal Services for the Successor Agency owned properties and City owned Housing Successor Agency properties; and

WHEREAS, the City Clerk sent a Public Notice for the RFP to the Compton Bulletin and it was published on July 12, 2023. The RFP was due on August 3, 2023 by 5:00 pm. Nine (9) RFPs were received by the due date and time; and

WHEREAS, the proposals submitted were to provide appraisal services for Successor Agency and Housing Successor Agency owned properties. BBG Real Estate Services proposal for the fourteen (14) Successor Agency owned properties is $27,300.00 and for the six (6) Housing Successor Agency owned properties is $11,700.00 for a total contract amount of $39,000.00; and

WHEREAS, the committee found that the proposal of BBG Real Estate services was the most responsive and lowest cost bidder based on a review of their qualifications including experience, price, delivery time and certifications; and

WHEREAS, the contractual agreement will not impact the General Fund. BBG Real Estate Services charges $1,950.00 for each appraisal performed. Funds in the amount of $27,300.00 are budgeted in the approved ROPS by the State Department of Finance for Fiscal Year 2023-2024 and are allocated in Account Number 1201-910-000-4262.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

<u>SECTION 1</u>. That the Executive Director, on advice and approval of the Agency General Counsel, is hereby authorized to enter into the Appraisal Services Agreement, substantially in the form attached to this Resolution as <u>Attachment "A",</u> for Fiscal Year 2023-2024 (i.e. July 1, 2024 through June 30, 2025) with BBG Real Estate Services to perform appraisal services on Successor Agency owned properties on an as needed basis.

SECTION 2. That a purchase order in the amount of $27,300.00 is authorized for BBG Real Estate Services for appraisal services from Account Number 1201-910-000-4262 for Successor Agency owned properties for Fiscal Year 2023-2024.

SECTION 3. That funds in the amount of $27,300.00 are budgeted in the approved ROPS by the State Department of Finance for Fiscal Year 2023-2024 and are allocated in Account Number 1201-910-000-4262.

SECTION 4. That certified copies of this resolution shall be filed in the offices of the City Controller, City Clerk, City Manager, City Attorney and Successor Agency.

SECTION 5. That the Chairperson shall sign and the Secretary shall attest to the adoption of this Resolution.

ADOPTED this _______ day of _______________, 2023.

____
CHAIRPERSON OF THE SUCCESSOR AGENCY
OF THE CITY OF COMPTON

ATTEST:

____
SECRETARY OF THE SUCCESSOR AGENCY
OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Vernell McDaniel, Secretary to the Successor Agency, do hereby certify that the foregoing resolution was adopted by the Board of Directors, signed by the Chairperson, and attested by the Secretary on the _______ day of _______________, 2023.

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

AYES: **BOARD MEMBERS-**
NOES: **BOARD MEMBERS-**
ABSENT: **BOARD MEMBERS-**
ABSTAIN: **BOARD MEMBERS-**

____
SECRETARY OF THE SUCCESSOR AGENCY
OF THE CITY OF COMPTON

BBG Cost Proposal
Successor Agency Property

Address	Size	Current Status	BBG Fee
SUCCESSOR AGENCY PROPERTY			
1113 – 1125 West Rosecrans Avenue	18,352	Vacant Land	$1,950
413 – 415 West Compton Boulevard	11,087	Vacant Land	$1,950
1425 East Compton Boulevard	13,392	Vacant Land	$1,950
110 – 114 North Bowen Avenue	11,505	Vacant Land	$1,950
409, 413 – 415 North Alameda Street	11,030	Vacant Land	$1,950
2901 West Alondra Boulevard	40,075	Vacant Land	$1,950
2815 – 2875 West Alondra Boulevard	779,724	Vacant Land	$1,950
Lot 14		Vacant Land	$1,950
1117 S. Long Beach Blvd.	56,509	Vacant Land	$1,950
501 – 545 East Compton Boulevard	42,801	Vacant Land	$1,950
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090	Vacant Land	$1,950
217 East Indigo Street	7,750	Vacant Land	$1,950
2000-2024 West Compton boulevard	88,114	Vacant Land	$1,950
206 E. E m Street	4,967	Vacant Land	$1,950
		Total	$27,300

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
AND
BBG REAL ESTATE SERVICES

This **AGREEMENT** is entered by and between the **Successor Agency to the Community Redevelopment Agency**, a municipal corporation of the State of California (hereinafter referred to as **"AGENCY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **BBG REAL ESTATE SERVICES** (hereinafter referred to as **"CONSULTANT"**), located at 3070 Bristol Street, Suite 615, Costa Mesa, CA 92626.

RECITALS:

WHEREAS, in order to ensure orderly disposition of Successor Agency assets in accordance with the Dissolution Act, it is necessary for the Successor Agency to procure the assistance of a property appraisal firm that can assist the Successor Agency in determined the fair market value of the Successor Agency properties; and

WHEREAS, the Successor Agency has fourteen (14) remaining properties for sale pursuant to the Dissolution Act; and

WHEREAS, the Successor Agency Board determined that Roth and Associates, Inc. submitted the lowest cost and most responsive RFP out of five RFPs submitted based on experience, track record and price.

WHEREAS, by Resolution No _______, adopted on _____________, 2023 the Board of Directors of the Successor Agency authorized the Executive Director to enter into a professional services agreement with Consultant (BBG Real Estate Services) to provide "as-needed" property appraisal services for Successor Agency-owned properties for the remainder of the 2023-2024 Fiscal Year, and further authorized the Executive Director to exercise an one (1) year option to extend the term of the agreement for Fiscal Year 2024-2025; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide property appraisal services; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Consultant and Successor Agency, for the consideration, terms and conditions herein described, mutually agree as follows:

1. <u>Services to be rendered by Consultant.</u> It is the mutual understanding of the Parties that the Consultant shall provide and be responsible for performing "as-needed" complete appraisal services for specified Successor Agency-owned properties in a manner consistent with real estate industry standards.

Consultant acknowledges that in entering into this Agreement the Agency 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 Successor Agency**.**

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 Successor Agency**.** "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 Successor Agency 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 Agency, 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 rendered pursuant to this Agreement.

<u>Marc G. Nassif</u>, Senior Managing Director of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

2. <u>Duration of Contract.</u> The term of this Agreement shall commence upon the full execution of this Agreement by the Parties and Consultant shall perform the services provided for herein on an **"an-needed"** basis and work on each assignment in a diligent and professional manner until complete. This Agreement shall terminate on June 30, 2024, unless extended or terminated sooner as provided herein.

If mutually agreed between the Parties in writing (i.e. contract amendment), the Executive Director is authorized to extend the term of this Agreement for the Fiscal Year of 2022-2023 (i.e. July 1, 2024 through June 30, 2025).

3. <u>Compensation.</u> The method of payment for this Contract will be on a flat fee basis of $1,950 per property for a total amount of $27,300.00 for Fiscal Year 2023-24. It is further understood that the maximum compensation payable for Fiscal Year 2023-24 will be determined by the ROPS 2023-24 approved by the State DOF.

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancelable obligations incurred prior to termination; provided, however, that the Agency may condition payment of such compensation upon the Consultant's delivery to the Agency of any and all Agency property, documents, reports, records, materials and work product associated with the performance of this Agreement.

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 Agency. 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 Agency pursuant to the termination clause of this Agreement.

The Work Product may be used by Successor Agency and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes Agency 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 Agency uses, or engages the services of and directs another consultant to use the Work Product, Agency 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 Agency. The persons used by Consultant to provide the services under this Agreement will not be considered employees of Agency for any purposes. Neither the Agency 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 Agency. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to Agency officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. Agency will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. Agency 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 Agency within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which Agency 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 Agency's election, Agency may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. Agency 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 Agency. 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 Agency, 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 Agency, 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 Agency, Consultant will not subcontract any portion of the services without prior written approval of Agency Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to Agency 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 Agency. 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 Agency.

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

10. Indemnification. Consultant shall indemnify and save harmless the Agency, its officials, officers, employees, agents and volunteers (collectively hereinafter the "Agency"), 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 Agency and shall indemnify and save the Agency 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 Successor Agency.

11. Insurance. Without limiting the Consultant's indemnification of the Successor Agency, 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 Successor Agency 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 Agency may immediately terminate this

Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the Agency.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or Agency Manager, in consultation with the Agency 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. Agency, 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-designated insured's 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. One Million ($1,000,000.00) 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. One Million Dollars ($1,000,000.00) 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 Agency'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 One Million Dollars ($1,000,000) per claim.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the Successor Agency of 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 Agency. ***Prior to Successor Agency's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to Agency.***

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

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 Agency 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 Agency, (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. 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.

16. 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, Agency may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by Agency and all work in progress to Agency address contained in this Agreement. Successor Agency will make a determination of fact based upon the work product delivered to Agency and of the percentage of work that Consultant has performed which is usable and of worth to Agency in having the Agreement completed. Based upon that finding Agency will determine the final payment of the Agreement. In the event Agency elects to terminate, Agency 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.

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of Agency, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to Agency. 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. Agency will make the final determination as to the portions of tasks completed and the compensation to be made.

17. **Force Majeure.** In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, Agency shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, Agency shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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, Agency 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. **Certifications.** The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and

- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

______________________________ __________________
Name **(Date)**
Owner

20. <u>Jurisdiction, Venue and Governing Law</u>. 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.

21. <u>Testimony</u>. Consultant will testify at Agency's request if litigation is brought against Agency 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, Agency, 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.

22. **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.

23. **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.

24. **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.

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

26. **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 Agency 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 Agency without the written consent of the Agency before any such release.

27. **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 Agency Manager is authorized, in consultation with the Agency 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.

28. **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: **BBG Real Estate Services**
3070 Bristol Street, Suite 615
Costa Mesa, CA 92626

Attn: Marc G. Nassif
(714) 415-4750

To Agency: **Successor Agency**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director
(310) 605-5585

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

29. **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 **AGENCY**, by its Executive Director, who is authorized to do so, has executed this Agreement.

BBG REAL ESTATE SERVICES,
CONSULTANT

Dated: _______________ **By ____________________________________**
Marc G. Nassif, MAI , LEED AP, MRICS
Senior Managing Director

Approved by:

Dated: _______________ **By__________________________________**
Jerry Groomes, Executive Director

Approved as to Form:

Dated: ________________ **By_____________________________________**
Eric Perrodin, General Counsel

ATTEST:

Dated: ________________ **By____________________________________**
Vernell McDaniel, Secretary