



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

THE CITY OF SIGNAL HILL
WELCOMES YOU TO A REGULAR
CITY COUNCIL MEETING
September 24, 2024

The City of Signal Hill appreciates your attendance. Citizen interest provides the Council and Agency with valuable information regarding issues of the community. Meetings are held on the 2nd and 4th Tuesday of every month.

Meetings begin at 6:00 pm with the conduct of any business permitted to be conducted in closed session by the Brown Act (Government Code Section 54950, et seq.), if any, and with the public portion of the meeting beginning at 7:00 pm. There is a period for public comment on closed session matters at 6:00 pm prior to the closed session. In the event there is no business to be conducted in closed session, the regular meeting shall begin at 7:00 pm. There is a public comment period at the beginning of the regular meeting. Any person wishing to comment shall be allotted three minutes per distinct item. Any meeting may be adjourned to a time and place stated in the order of adjournment.

The agenda is posted 72 hours prior to each meeting on the City's website and outside of City Hall. The agenda and related reports are also available for review online at www.cityofsignalhill.org.

To view the meeting live at 7:00 p.m.:

- City of Signal Hill website at www.cityofsignalhill.org, select the City Council Meetings Link from the home page.
- Charter Spectrum Channel 74 or Frontier FiOS Channel 38.

To participate (closed session at 6:00 p.m. and regular meeting at 7:00 p.m.):

- In-person Participation: Council Chamber of City Hall, 2175 Cherry Avenue, Signal Hill, California.
- To make a general public comment or comment on a specific agenda item, you may also submit your comment, limited to 250 words or less, to the City Clerk at cityclerk@cityofsignalhill.org not later than 5:00 p.m. on Tuesday, September 24, 2024. Written comments will be provided electronically to City Council and attached to the meeting minutes. Written comments will not be read into the record.

City Council Members are compensated \$722.18 per month. City Clerk and City Treasurer are compensated \$438.22 per month.

(1) **CALL TO ORDER – 6:00 P.M.**

(2) **ROLL CALL**

MAYOR WOODS
VICE MAYOR WILSON
COUNCIL MEMBER COPELAND
COUNCIL MEMBER HANSEN
COUNCIL MEMBER JONES

(3) **CLOSED SESSION**

- a. A CLOSED SESSION WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54956.8.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
PROPERTY: APPROX. 7,800 SQ. FT. MULTI-TENANT MIXED USED LOT WITH 2 BUILDINGS, LOCATED AT 1965/75 E 21ST STREET & 2107 CHERRY AVENUE, SIGNAL HILL; ASSESSOR'S PARCEL NOS.: 7215-012-002, 7215-013-012

AGENCY-DESIGNATED NEGOTIATORS: MAYOR AND CITY MANAGER

NEGOTIATING PARTIES: CITY OF SIGNAL HILL, PROPERTY OWNER, AND THEIR AUTHORIZED AGENTS OR REPRESENTATIVES

UNDER NEGOTIATION: PRICE AND TERMS FOR POTENTIAL ACQUISITION

- b. A CLOSED SESSION WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2).

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2)

NUMBER OF POTENTIAL CASES: 1

(4) **PUBLIC BUSINESS FROM THE FLOOR ON CLOSED SESSION ITEMS**

(5) **RECESS TO CLOSED SESSION**

(6) **RECONVENE REGULAR MEETING – 7:00 P.M.**

(7) **PLEDGE OF ALLEGIANCE**

(8) **CLOSED SESSION REPORT**

(9) **PUBLIC BUSINESS FROM THE FLOOR ON ITEMS NOT LISTED ON THE AGENDA (SPEAKERS WILL BE GIVEN THREE MINUTES FOR EACH DISTINCT ITEM)**

(10) **COMMUNITY ANNOUNCEMENTS**

(11) **PRESENTATIONS**

- a. MAYOR WOODS WILL PRESENT A PROCLAMATION TO OUTGOING PLANNING COMMISSIONER CHRISTOPHER WILSON.
- b. A STUDENT REPRESENTATIVE FROM THE AMERICAN UNIVERSITY OF HEALTH SCIENCES WILL PROVIDE A PRESENTATION ON NARCAN (NALOXONE) FOR OPIOID OVERDOSE, AND THE SIGNS AND SYMPTOMS OF OPIOID OVERDOSE.
- c. REPRESENTATIVES FROM THE MILLER CHILDREN'S AND WOMEN'S HOSPITAL WILL PROVIDE AN OVERVIEW OF SERVICES THE ORGANIZATION PROVIDES TO SIGNAL HILL RESIDENTS.
- d. LIBRARIAN GELLI NOCON WILL PROVIDE AN UPDATE ON UPCOMING PROGRAMS TO COMMEMORATE WORLD MENTAL HEALTH DAY.
- e. POLICE CHIEF WAYNE BYERLEY WILL INTRODUCE AND SWEAR IN JONATHON PENA, NEW POLICE OFFICER FOR THE CITY OF SIGNAL HILL.
- f. MAYOR WOODS WILL PRESENT CERTIFICATES TO THE 2024 SIGNAL HILL LEADERSHIP ACADEMY PARTICIPANTS. THIS YEAR, THE CITY WILL RECOGNIZE TWELVE SIGNAL HILL RESIDENTS FOR THEIR PARTICIPATION.

(12) **CITY MANAGER REPORTS**

- a. PUBLIC WORKS CONTRACT WITH SPECTRASYSTEMS INCORPORATED DBA SPECTRA TURF FOR THE PLAYGROUND SURFACE REPLACEMENT PROJECT

Summary:

Signal Hill Park is located at 2175 Cherry Avenue, spans approximately 10.07 acres and is adjacent to City Hall and the Signal Hill Public Library. Some of the park features and amenities include barbecue picnic areas, a community garden, a Community Center, restrooms, basketball courts, walking paths and a playground area. The playground surface has deteriorated significantly due to frequent use. To address this issue, the City Council will consider entering into a Public Works Contract with Spectrasystems, Incorporated, dba Spectra Turf (Spectra Turf), for the Playground Surface Replacement Project. The proposed Project involves demolishing the existing playground surface and reinstalling a new playground surface at Signal Hill Park. This project is essential to ensure the playground remains in good condition until the City redesigns and renovates

the park as part of the Civic Center Master Plan.

Strategic Plan Goal(s):

Goal No. 4 Infrastructure: Maintain and improved the City's physical infrastructure, water system and recreational spaces.

Recommendations:

1. Authorize the City Manager to enter into a Public Works Contract with Spectra systems Incorporated, dba Spectra Turf, for a term of 14 calendar days and a not-to-exceed contract in the amount of \$132,625.00, in a form approved by the City Attorney.
2. Authorize the Public Works Director to approve a maximum 30-calendar day extension and a contingency of 10% (13,262.50) to accommodate changes or unforeseen conditions. The proposed contingency brings the total construction budget to \$145,887.50.
3. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF SIGNAL HILL, CALIFORNIA, AMENDING THE ADOPTED BUDGET AND AUTHORIZING BUDGET APPROPRIATIONS FOR FISCAL YEAR 2024-25 TO INCREASE THE CAPITAL IMPROVEMENT PROJECT

- b. SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

Summary:

The City Council conducted its annual review of the City Manager and will consider an amendment to the City Manager's Employment Agreement.

Recommendation:

Approve the Second Amendment to the Employment Agreement for the City Manager, in a form approved by the City Attorney.

- c. RESOLUTION APPROVING SALARY AND BENEFITS FOR EXECUTIVE MANAGEMENT PERSONNEL; RESOLUTION ADOPTING A REVISED CITY-WIDE PAY SCHEDULE

Summary:

The City Council will consider approving and adopting an amended Management Resolution establishing salaries and benefits for the Department Heads and Management employees. The amended Management Resolution includes market median salary adjustments to the Department Head pay schedule and no other changes.

City Council will also consider approving a resolution adopting a City-Wide Pay Schedule as required by the California Public Employees' Retirement System (CalPERS) reflecting the implementation of the amended Management Resolution.

The Management Resolution and City-Wide Pay Schedule must be approved and adopted by the City Council in advance of the adjustments taking place.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendations:

Adopt the resolutions, entitled:

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2024-06-6817, APPROVING AND ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT PERSONNEL
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2024-06-6818, APPROVING AND ADOPTING A CITY-WIDE PAY SCHEDULE AS REQUIRED BY THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

(13) CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. Items will be acted upon by the Council at one time without discussion. Any item may be removed by a Council Member for discussion.

- a. PUBLIC WORKS SERVICES AGREEMENT FOR ON-CALL ARCHITECTURE, ELECTRICAL ENGINEERING, STRUCTURAL ENGINEERING AND SCADA INTEGRATION

Summary:

The City Council will consider authorizing the City Manager to execute nine on-call Professional Consultant Services Agreements with qualified firms to provide various professional engineering services on an on-call basis, for a not-to-exceed amount of \$100,000 each. The Professional Consulting Services are divided into four categories: Architecture, Electrical Engineering, Structural Engineering, and SCADA Integration and Maintenance. Staff would monitor the

contract limits to ensure expenditures remain within the City Council's approved budget allocation.

Strategic Plan Goal(s):

- Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.
- Goal No. 4 Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.
- Goal No. 5 High Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendations:

1. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with John Kaliski Architects for as-needed Architectural Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
2. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Environ Architecture, Incorporated for as-needed Architectural Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
3. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Kardent for as-needed Architectural Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
4. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with IMEG Consultants Corporation for as-needed Structural and Electrical Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
5. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with IDS Group for as-needed Structural and Electrical Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
6. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Borrelli And Associates,

Incorporated for as-needed Electrical Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.

7. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with SOFFA Electric, Incorporated for as-needed SCADA System Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
 8. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Freedom Automation, Incorporated for as-needed SCADA System Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
 9. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Power-Tech Engineers, Incorporated for as-needed SCADA System Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
- b. CONTRACT AMENDMENT REGISTER DATED SEPTEMBER 24, 2024

Summary:

The Contract Amendment Register is a listing of proposed contract amendments and project change orders eligible for streamlined processing based upon the following criteria as documented in the City's Purchasing Policy:

- The City Council authorized funds with the adopted fiscal year Operating Budget
- Staff are satisfied with the goods/services received to date, and
- The City Manager reviewed and approved each amendment for streamlined processing.

Staff is presenting three contract amendments for City Council consideration as follows:

- 1) Mariposa Landscapes, Incorporated: Maintenance services for citywide landscaping. The proposed Second Amendment would extend the term for an additional 90 days through December 30, 2024, and increase the contract not-to-exceed amount to \$665,236.43.
- 2) T.E. Roberts, Incorporated: On-call water infrastructure maintenance and repair services. The proposed First Amendment would extend the term through June 30, 2025, and restated annual compensation.

- 3) W.A. Rasic Construction, Incorporated: On-call water infrastructure maintenance and repair services. The proposed First Amendment would extend the term through June 30, 2025, adjust the rates of compensation and restated annual compensation.

Strategic Plan Goal(s):

Goal No.1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize the Contract Amendment Register dated September 24, 2024.

c. SCHEDULE OF INVESTMENTS AND MONTHLY TRANSACTION REPORT

Summary:

The Schedule of Investments is a listing of all surplus funds invested for both the City and the Successor Agency to the former Signal Hill Redevelopment Agency as of the date shown in the report. The monthly transaction report provides the changes in investments for the prior month.

Strategic Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Receive and file.

d. WARRANT REGISTER DATED SEPTEMBER 24, 2024

Summary:

The Warrant Register is a listing of all general disbursements, issued since the prior warrant register, and warrants to be released subject to City Council approval.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize payment of the Warrant Register dated September 24, 2024.

e. APPROVAL OF MEETING MINUTES

Summary:

Regular Meeting of September 10, 2024.

Strategic Plan Goal(s):

Goal No. 5. High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Approve the meeting minutes.

(14) COUNCIL AGENDA--NEW BUSINESS

COUNCIL MEMBER JONES
COUNCIL MEMBER HANSEN
COUNCIL MEMBER COPELAND
VICE MAYOR WILSON
MAYOR WOODS

(15) ADJOURNMENT

Tonight's meeting will be adjourned to the next regular meeting of the Signal Hill City Council to be held on Tuesday, October 8, 2024, at 7:00 p.m., in the Council Chamber of City Hall, 2175 Cherry Avenue, Signal Hill, CA 90755.

CITIZEN PARTICIPATION

Routine matters are handled most quickly and efficiently if contact is made with the City department directly concerned. However, if you would like to request that a matter be presented for City Council consideration, you may do so by writing to the City Council, City Clerk, or City Manager. The deadline for agenda items is 12 noon on the Tuesday preceding the Council and Agency meetings. The complete agenda, including back up materials is available on the City website on the Friday preceding the meeting.

If you need special assistance beyond what is normally provided to participate in City meetings, the City will attempt to accommodate you in every reasonable manner. Please call the City Clerk's office at (562) 989-7305 at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

SUBJECT: CLOSED SESSION

Summary:

A closed session will be held pursuant to Government Code Section 54956.8.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Approx. 7,800 sq. ft. multi-tenant mixed used lot with 2 buildings, located at 1965/75 E 21st Street & 2107 Cherry Avenue, Signal Hill; Assessor's Parcel Nos.: 7215-012-002, 7215-013-012

Agency-designated Negotiators: Mayor and City Manager

Negotiating Parties: City of Signal Hill, Property Owner, and their authorized agents or representatives

Under Negotiation: Price and terms for potential acquisition

Recommendation:

Recess prior to adjournment of tonight's meeting to conduct a closed session.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

SUBJECT: CLOSED SESSION

Summary:

A closed session will be held pursuant to Government Code Section 54956.9(d)(2).

Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)

Number of potential cases: 1

Recommendation:

Recess prior to adjournment of tonight's meeting to conduct a closed session.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**SUBJECT: PRESENTATION TO OUTGOING PLANNING COMMISSIONER CHRISTOPHER
WILSON**

Summary:

Mayor Woods will present a proclamation to outgoing Planning Commissioner Christopher Wilson.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

9/24/2024

AGENDA ITEM

TO:

**HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

FROM:

**CARLO TOMAINO
CITY MANAGER**

SUBJECT:

PRESENTATION - AMERICAN UNIVERSITY OF HEALTH SCIENCES

Summary:

A Student representative from the American University of Health Sciences will provide a presentation on Narcan (Naloxone) for opioid overdose, and the signs and symptoms of opioid overdose.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: YVETTE E. AGUILAR
PARKS, RECREATION, AND LIBRARY SERVICES DIRECTOR**

SUBJECT: PRESENTATION - MILLER CHILDREN'S AND WOMEN'S HOSPITAL

Summary:

Representatives from the Miller Children's and Women's Hospital will provide an overview of services the organization provides to Signal Hill residents.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: YVETTE E. AGUILAR
DIRECTOR OF PARKS, RECREATION AND LIBRARY SERVICES**

SUBJECT: PRESENTATION - PROGRAMS COMMEMORATING WORLD MENTAL HEALTH DAY

Summary:

Librarian Gelli Nocon will provide an update on upcoming programs to commemorate World Mental Health Day.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: WAYNE BYERLEY
POLICE CHIEF**

SUBJECT: EMPLOYEE INTRODUCTION - NEW POLICE OFFICER

Summary:

Police Chief Wayne Byerley will introduce and swear in Jonathon Pena, new Police Officer for the City of Signal Hill.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: CARLO TOMAINO
CITY MANAGER**

SUBJECT: 2024 SIGNAL HILL LEADERSHIP ACADEMY GRADUATION

Summary:

Mayor Woods will present certificates to the 2024 Signal Hill Leadership Academy participants. This year, the City will recognize twelve Signal Hill residents for their participation.



STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: THOMAS BEKELE
PUBLIC WORKS DEPARTMENT**

**SUBJECT: PUBLIC WORKS CONTRACT WITH SPECTRASYSTEMS INCORPORATED DBA
SPECTRA TURF FOR THE PLAYGROUND SURFACE REPLACEMENT PROJECT**

Summary:

Signal Hill Park is located at 2175 Cherry Avenue, spans approximately 10.07 acres and is adjacent to City Hall and the Signal Hill Public Library. Some of the park features and amenities include barbecue picnic areas, a community garden, a Community Center, restrooms, basketball courts, walking paths and a playground area. The playground surface has deteriorated significantly due to frequent use. To address this issue, the City Council will consider entering into a Public Works Contract with Spectrasystems, Incorporated, dba Spectra Turf (Spectra Turf), for the Playground Surface Replacement Project. The proposed Project involves demolishing the existing playground surface and reinstalling a new playground surface at Signal Hill Park. This project is essential to ensure the playground remains in good condition until the City redesigns and renovates the park as part of the Civic Center Master Plan.

Strategic Plan Goal(s):

Goal No. 4 Infrastructure: Maintain and improved the City's physical infrastructure, water system and recreational spaces.

Recommendations:

1. Authorize the City Manager to enter into a Public Works Contract with Spectra systems Incorporated, dba Spectra Turf, for a term of 14 calendar days and a not-to-exceed contract in the amount of \$132,625.00, in a form approved by the City Attorney.
2. Authorize the Public Works Director to approve a maximum 30-calendar day extension and a contingency of 10% (13,262.50) to accommodate changes or unforeseen conditions. The

proposed contingency brings the total construction budget to \$145,887.50.

3. Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF SIGNAL HILL, CALIFORNIA, AMENDING THE ADOPTED BUDGET AND AUTHORIZING BUDGET APPROPRIATIONS FOR FISCAL YEAR 2024-25 TO INCREASE THE CAPITAL IMPROVEMENT PROJECT

Fiscal Impact:

The total project cost for the Playground Surface Replacement Project (“Project”) (No. 80.25002) is \$145,887.50. The adopted Fiscal Year 2024-25 Capital Improvement Project Budget allocated \$120,000 for the Project. Staff is requesting a budget adjustment to increase the Project by \$25,887.50 using CIP Reserves which would fully fund the contract for the project.

Background:

In February 2021, the City Council approved the 2021 Parks and Recreation Master Plan and authorized staff to create a Prioritization and Implementation Plan (PIP), to define goals, objectives, and priorities for the Parks, Recreation, and Library Services Department. The PIP, adopted by the City Council in January 2022, provides an inventory of City parks and facilities and outlines a roadmap to meet the Master Plan objectives. The PIP also serves as a guide for updating policies, programs, services, and prioritizing significant Capital Improvement Projects identified by the community in recent and historical planning documents.

The PIP capital improvement priorities include renovating and redesigning Signal Hill Park. Signal Hill Park, located at 2175 Cherry Avenue, is approximately 10.07 acres and is adjacent to City Hall and the Signal Hill Public Library. The park features and amenities include barbecue picnic areas, a community garden, a community center, restrooms, basketball courts, walking paths, and a playground area. Pursuant to the PIP, the areas of opportunity for improvement include the redesign of the park to add new playground features and art pieces. The City is currently seeking funding opportunities for the Civic Center Master Plan, which includes constructing a new children’s playground, recreational courts, and landscape at Signal Hill Park.

Since its last upgrade in 2016, the playground surface has deteriorated significantly due to frequent use. The FY 2024-25 Capital Improvement Projects Plan include the Signal Hill Park Project Playground Surface Replacement Project to address the worn surface and ensure the playground remains usable until the City redesigns and renovates the park as part of the Civic Center Master Plan.

Analysis:

On August 1, 2024, the City posted a Notice Inviting Bids (NIB) for the FY 2023-2024 Signal Hill Park Project Playground Surface Replacement Project at the following locations:

- Planetbids via the City’s online portal.
- City’s website.
- Public notice locations identified in Signal Hill Municipal Code Section 1.08.010.

The City notified twenty-two prospective bidders of the bid opportunity through Planetbids, and all prospective bidders downloaded the contract documents. Bids were due to the City on August 19, 2024, at 2:00 p.m. As shown below, the City received the two (2) bids by the due date:

Bidder	Bid Amount
Robertson Recreational Surfaces / Tot Turf	\$131,619.00
Spectra Turf	\$132,625.00

During the evaluation of bids, staff determined Robertson Recreational Surfaces /Tot Turf as the lowest bid; however, the low bid was non-responsive for failing to submit the original bid bond required by the bid deadline, as specified in the Notice Inviting Bids and contract documents.

SpectraTurf, the second lowest bidder, submitted all required documents before the bid closing date and time, including the original hard copy of the bid bond. The contractor properly submitted all necessary items and documents. Staff determined SpectraTurf to be the lowest responsive and responsible bidder after conducting reference checks on the company's listed projects and verified that Spectra Turf is licensed to perform the work under this contract. Staff recommends awarding the contract to SpectraTurf for \$132,625.00.

Upon City Council's approval, staff would issue a Notice to Proceed and begin coordinating with the contractor. If approved, construction is expected to start in October, lasting approximately two weeks, with an estimated completion date in November 2024.

Reviewed for Fiscal Impact:

Sharon del Rosario

Attachments:

- A. Contract
- B. Resolution
- C. Exhibit A

SECTION 00500
CONTRACT

**SECTION 00500
CONTRACT**

THIS CONTRACT is made this 24th day of September, 2024, in the County of Los Angeles, State of California, by and between the City of Signal Hill hereinafter called City, and Spectrasystems, Inc. dba Spectra Turf, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Playground Surface Replacement Project

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within fourteen (14) calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Hundred and Thirty Two Thousand Six Hundred and Twenty Five Dollars (\$132,625.00). (Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of **\$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event that Liquidated Damages are not paid, the Contractor agrees City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors

SECTION 00500
CONTRACT

- Information Required of Bidders
- Non-collusion Declaration form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- ~~Plans and Drawings~~
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at City Hall or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

Spectrasystems, Inc. dba SpectraTurf

CITY OF SIGNAL HILL

By _____

By _____

Name: _____

Title: _____

License No. _____

SECTION 00500
CONTRACT

By _____

Attest:

Name: _____

Title: _____

Daritza Gonzalez
City Clerk

(If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED)]

Approved as to Form:

Matthew Richardson
City Attorney
Best Best & Krieger, LLP

RESOLUTION 2024-09-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING THE ADOPTED BUDGET AND AUTHORIZING BUDGET APPROPRIATIONS FOR FISCAL YEAR 2024-25 TO INCREASE THE CAPITAL IMPROVEMENT PROJECT

WHEREAS, the City Council approves the appropriation of funds for the purpose stated below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. To authorize budget adjustment 25-004 of the FY 2024-25 Budget as follows:

Purpose: Increase project budget for Signal Hill Park Playground Surface Replacement Project using CIP Reserves.

Fund	Department	Object	Project No.	Project Description	Amount
Capital Projects					
400	40	5895	80.25005	Signal Hill Park Playground Surface Replacement	\$25,887.50
Funding Source					
113	99	7939	80.25005	Transfer to CIP	\$25,887.50
Capital Projects					
400	00	6946	80.25005	Transfer from Reserves	\$25,887.50

Section 2. To add the above-referenced adjustments to the Budget Adjustment Status Report (Exhibit A).

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council on this 24th day of September, 2024.

LORI Y. WOODS
MAYOR

ATTEST:

DARITZA GONZALEZ
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SIGNAL HILL)

I, DARITZA GONZALEZ, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2024-09-XXXX was adopted at a regular meeting of the City Council of the City of Signal Hill held on the 24th day of September 2024 and that the same was adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DARTIZA GONZALEZ
CITY CLERK

CITY OF SIGNAL HILL - SUMMARY OF BUDGET ADJUSTMENTS - FY 2024-25

Budget Adjustment #	Council Date	Description		Revenues	Expenditures	Capital Outlay	Transfers In	Transfers Out	Net Change
General Fund - 100			Adopted	37,333,355.00	34,455,486.00	487,056.00	1,564,439.00	3,955,252.00	
BA 25-001	8/27/2024	Awarded EMPG Funding		40,000.00	37,800.00	2,200.00			-
BA 25-002	8/27/2024	Securing Measure W Funding for Water Improvements					89,100.00		89,100.00
									-
			Adjusted	37,373,355.00	34,493,286.00	489,256.00	1,653,539.00	3,955,252.00	Total 89,100.00
Measure W - 239			Adopted	285,426.00	-	-	-	84,000.00	
BA 25-002	8/27/2024	Securing Measure W Funding for Water Improvements						310,550.00	(310,550.00)
									-
			Adjusted	285,426.00	-	-	-	394,550.00	Total (310,550.00)
Capital Grants Fund - 240			Adopted	6,300,000.00	-	-	-	6,300,000.00	
BA 25-003	8/27/2024	Awarded USDA Grant for Street Tree Planting		1,000,000.00				1,000,000.00	-
									-
			Adjusted	7,300,000.00	-	-	-	7,300,000.00	Total -
Capital Improvements - CIP - 400			Adopted	-	-	12,988,254.00	12,988,254.00	-	
BA 25-002	8/27/2024	Securing Measure W Funding for Water Improvements					221,450.00		221,450.00
BA 25-003	8/27/2024	Awarded USDA Grant for Street Tree Planting				1,000,000.00	1,000,000.00		-
									-
			Adjusted	-	-	13,988,254.00	14,209,704.00	-	Total 221,450.00

Notes: If the net change is positive, there is an overall increase to the Fund Balance. If negative, there is an overall reduction to the Fund Balance.



STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: ALFA LOPEZ
ASSISTANT TO THE CITY MANAGER/ECONOMIC DEVELOPMENT MANAGER**

SUBJECT: SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

Summary:

The City Council conducted its annual review of the City Manager and will consider an amendment to the City Manager’s Employment Agreement.

Recommendation:

Approve the Second Amendment to the Employment Agreement for the City Manager, in a form approved by the City Attorney.

Fiscal Impact:

Funds are available within the current Administration Department’s operations budget.

Strategic Plan Objective:

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Background:

The responsibilities of the City Manager include:

- Providing for the day-to-day management of City functions in accordance with City Council policies, the Signal Hill Municipal Code, and City Charter provisions.

- Implementing the policies and directives of the City Council through the supervision and coordination of various City departments.
- Delivering municipal services to residents and businesses in a cost-effective manner that upholds and maintains a high quality of life.
- Ensuring that the City's interests are effectively represented in decisions made by other governmental agencies.

To evaluate the City Manager's performance in carrying out these and other responsibilities, the City Council completed an evaluation of the City Manager on September 10, 2024.

Analysis:

The City Council recognized the City Manager's exemplary performance and commended the City Manager on his leadership and notable accomplishments through the first part of the year. The proposed amendment to the contract includes the following:

- An adjustment to the annual base salary to \$275,000
- An adjustment to the monthly auto allowance to \$600.
- An adjustment to Executive Leave by a total of 12 hours per year.
- An adjustment to Personal Leave by a total of 9 hours per year.
- The consideration of a rate increase in the event that the City Manager's compensation is within 7.5% of any other employee's compensation.

Subject to approval by the City Council, the proposed Second Amendment would modify the City Manager's contract as noted above.

Reviewed:

Sharon del Rosario

Attachment:

A. Second Amendment to the City Manager Employment Agreement

CITY OF SIGNAL HILL

SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as the "SECOND AMENDMENT") is entered into and made effective this 24th day of September, 2024, by and between the CITY OF SIGNAL HILL, a charter city and municipal corporation (hereinafter referred to as the "CITY") and CARLO TOMAINO, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this SECOND AMENDMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, EMPLOYEE has been serving as the City Manager for CITY under the City Manager Employment Agreement entered into on December 13, 2023, (hereinafter "EMPLOYMENT AGREEMENT"), as amended by the First Amendment to the City Manager Employment Agreement entered into on August 22, 2023, (hereinafter "FIRST AMENDMENT"); and

WHEREAS, pursuant to Sections 2.2, 2.3 and 5.2 of the EMPLOYMENT AGREEMENT, as amended by the FIRST AMENDMENT, the City Council conducted a performance evaluation of EMPLOYEE on September 10, 2024; and

WHEREAS, based on that performance evaluation and EMPLOYEE's service to CITY, CITY and EMPLOYEE now desire to amend the EMPLOYMENT AGREEMENT as amended, as set forth below while leaving all other terms and conditions of employment the same;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and EMPLOYEE hereby agree to the amendments of the following provisions of the EMPLOYMENT AGREEMENT and FIRST AMENDMENT as follows:

A G R E E M E N T

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Base Salary. For the services rendered pursuant to this AGREEMENT, EMPLOYEE's annual base salary shall be Two Hundred Seventy-Five Thousand Dollars (\$275,000) ("Base Salary"), retroactive to July 1, 2024, which shall be paid on a pro-rated basis biweekly at the same time as other employees of the CITY are paid. Such Salary shall be subject to normal and proper withholdings as determined by state and federal law. It is the compensation philosophy of the City Council that the City Manager's compensation should be at least Seven and One-Half Percent (7.5%) higher than the next highest paid CITY employee, and therefore the City Council will consider an additional increase to EMPLOYEE's salary, at any time, if another CITY employee's salary is within 7.5% of EMPLOYEE's salary.

6.0 BENEFITS AND OTHER COMPENSATION

6.2 Management Benefits. For purposes of benefits, in accordance with Resolution 2024-06-6817, as may be amended by the City Council from time to time, the City Manager is considered a “management employee” for purposes of benefits and EMPLOYEE shall receive all benefits provided to other management employees, as they may be amended from time to time. The current benefits include the following:

(d.) Executive Leave and Personal Leave. EMPLOYEE as a management employee shall be entitled to sixty-three (63) hours of executive leave and thirty-six (36) hours of personal leave annually and used in the same manner as vacation leave. Executive leave shall increase to seventy-five (75) hours and personal leave shall increase to forty-five (45) hours annually, effective January 1, 2025. Executive and Personal leaves are not cumulative and cannot exceed the annual cap of seventy-five hours and forty-five hours, respectively, at any time as no further accrual will occur beyond seventy-five (75) or forty-five (45) hours. Upon each annual accrual, only as much leave shall be accrued as is necessary to bring the balance up to the maximum for that annual accrual period. Executive/Personal leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused executive and personal leave on the books then existing.

6.8 Supplemental Benefits. The following additional benefits are provided to EMPLOYEE as the City Manager:

(a.) Automobile Allowance. CITY shall provide an automobile allowance of \$600 per month effective July 1, 2024, in lieu of use of a CITY vehicle.

IN WITNESS WHEREOF, the City of Signal Hill has caused this SECOND AMENDMENT to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF SIGNAL HILL

EMPLOYEE

Lori Y. Woods
Mayor

Carlo Tomaino

ATTEST:

Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson
City Attorney



STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: PATRICIA AHUMADA
HUMAN RESOURCES MANAGER**

**SUBJECT: RESOLUTION APPROVING SALARY AND BENEFITS FOR EXECUTIVE
MANAGEMENT PERSONNEL; RESOLUTION ADOPTING A REVISED CITY-WIDE
PAY SCHEDULE**

Summary:

The City Council will consider approving and adopting an amended Management Resolution establishing salaries and benefits for the Department Heads and Management employees. The amended Management Resolution includes market median salary adjustments to the Department Head pay schedule and no other changes.

City Council will also consider approving a resolution adopting a City-Wide Pay Schedule as required by the California Public Employees' Retirement System (CalPERS) reflecting the implementation of the amended Management Resolution.

The Management Resolution and City-Wide Pay Schedule must be approved and adopted by the City Council in advance of the adjustments taking place.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendations:

Adopt the resolutions, entitled:

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2024-06-6817, APPROVING AND ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT PERSONNEL
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2024-06-6818, APPROVING AND ADOPTING A CITY-WIDE PAY SCHEDULE AS REQUIRED BY THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

Fiscal Impact:

There is no projected fiscal impact for the covered employees; staff does not propose adjustments to actual employee salaries as part of this action.

Background and Analysis:

On June 11, 2024, the City Council adopted resolutions approving the current Memoranda of Understanding (MOU) with the Police Officers Association (POA) and the Signal Hill Employee's Association (SHEA) for a term from July 1, 2024, through June 30, 2027. The City Council also approved a Resolution Establishing Salaries and Benefits for Management Personnel.

In anticipation of labor negotiations with the City's bargaining units, the City retained a consultant to conduct a city-wide salary survey of its classifications. The data demonstrated that base salaries for most classifications had fallen below the market median. As a result, the adopted MOUs included market median adjustments for select classifications and Cost of Living adjustments (COLAs) in each contract year.

The salary survey also demonstrated that base salaries for some management classifications had fallen below the market median. As a result, the adopted Management Resolution adjusted select managers' classifications to market median at the start of FY 2024-25. The Department Head classifications were also determined to be under market median, however, salary adjustments for those positions were not made at the time pending the results of a supplemental salary survey.

In August 2024, Human Resources revisited the Department Head salary study findings and conducted an additional analysis. Upon review, staff determined that market median salary alignment for Department Heads could be accomplished by expanding and shifting the existing pay ranges. By applying this methodology, the City incurs no immediate fiscal impact, and it allows for Department Heads to continue advancing in their respective pay ranges with satisfactory annual performance evaluations.

The new MOUs and Management Resolutions ensure that the City can competitively recruit and retain highly qualified employees, provide stability to current and future employees, and affirm the City's commitment to fiscal responsibility to ensure the City's long-term financial stability.

City-Wide Pay Schedule

The attached City-Wide Pay Schedule for full-time employees incorporates the proposed salary adjustments to the Executive Management salaries. The amended pay schedule for Department Head classifications will be retroactive to the first pay period that includes July 1, 2024. This action complies with the Signal Hill Municipal Code and CalPERS regulations. The effective date of the Management Resolution and City-Wide Pay Schedule is the first pay period that includes July 1, 2024.

Compensation adjustments for Department Heads and Managers must be documented in the Management Resolution governed by the Signal Hill Municipal Code. Furthermore, CalPERS requires that in order to determine the amount of compensation earnable pursuant to Government Code Sections 20630, 20636, and 20636.1, pay rates shall be limited to the amount listed on a pay schedule that has been duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Staff recommends the City Council approve the amended Management Resolution and City-Wide Pay Schedule. Upon City Council approval, staff would implement the changes to the Department Head salary schedule retroactively to the first pay period that includes July 1, 2024.

Reviewed for Fiscal Impact:

Sharon del Rosario

Attachment(s):

- A. Resolution Amending Management Salary Schedule
- B. Resolution Amending City-Wide Pay Schedule
- C. Exhibit A - City-Wide Pay Schedule

RESOLUTION NO. 2024-09-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO.
2024-06-6817, APPROVING AND ADOPTING SALARIES AND
BENEFITS FOR MANAGEMENT PERSONNEL**

WHEREAS, the City Council of the City of Signal Hill does hereby resolve:

Section 1. Salaries for Management Personnel. The following schedule of pay ranges is hereby established for all full-time management positions in the City of Signal Hill effective July 1, 2024.

<u>POSITION</u>	<u>YEARLY PAY RANGE</u>
CITY MANAGER	\$275,000.00
CHIEF OF POLICE	\$198,475.23 - \$260,416.57
DEPUTY CITY MANAGER	\$191,214.51 - \$250,890.05
PUBLIC WORKS DIRECTOR/CITY ENGINEER	\$177,172.39 - \$232,465.52
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR	\$172,366.33 - \$226,159.51
COMMUNITY DEVELOPMENT DIRECTOR	\$169,576.85 - \$222,499.59
POLICE CAPTAIN	\$163,602.90 - \$208,803.46
PARKS, RECREATION, & LIBRARY SERVICES DIRECTOR	\$155,878.39 - \$204,526.02
POLICE LIEUTENANT	\$142,572.24 - \$181,962.34
DEPUTY ADMINISTRATIVE OFFICER/FINANCE DIRECTOR	\$134,579.19 - \$171,760.85
DEPUTY DIRECTOR PUBLIC WORKS	\$133,951.73 - \$170,959.98
DEPUTY DIRECTOR OF PARKS, RECREATION, & LIBRARY SERVICES	\$127,477.50 - \$162,697.13
CONTRACTS MANAGER	\$125,593.60 - \$160,292.74
HUMAN RESOURCES MANAGER	\$125,545.34 - \$160,231.21
PLANNING MANAGER	\$123,818.80 - \$158,027.67
PUBLIC WORKS SUPERINTENDENT	\$113,598.48 - \$144,983.60
ECONOMIC DEVELOPMENT MANAGER	\$112,499.74 - \$143,581.41
ASSISTANT TO THE CITY MANAGER/ ECONOMIC DEVELOPMENT MANAGER	\$112,499.74 - \$143,581.41
COMMUNITY SERVICES MANAGER	\$109,884.62 - \$140,243.67
BUILDING OFFICIAL	\$107,152.10 - \$136,756.30
ACCOUNTING MANAGER	\$105,811.92 - \$135,045.84
ASSISTANT TO THE CITY MANAGER/DEPUTY CITY CLERK	\$100,757.99 - \$128,595.52
ASSISTANT CITY CLERK	\$100,757.99 - \$128,595.52
POLICE ADMINISTRATIVE SUPPORT SERVICES MANAGER	\$100,615.78 - \$128,414.06
SENIOR MANAGEMENT ANALYST	\$ 92,066.30 - \$117,502.46
MANAGEMENT ANALYST	\$ 80,651.90 - \$102,934.55

The employees appointed to the foregoing positions are deemed to be "management employees" as that term is used herein and as provided in the City's personnel system.

Section 2. Level of Compensation – Department Heads. The level of compensation of department head personnel shall be determined on a merit basis within the established City-wide pay schedule. Said employees shall initially be placed, at time of appointment by the City Council, at a level of compensation associated with a step within the applicable ranges as herein established.

The City Manager shall evaluate the Deputy City Manager, Chief of Police, Public Works Director, Community Development Director, Administrative Services Officer/Finance Director, and Parks, Recreation & Library Services Director on an annual basis. The City Manager shall have the discretion to increase the employee's compensation, as merited by his/her performance and demonstrated ability, within the step system. Any increase in compensation granted shall be subject to the following limitations:

- a) No increase granted may exceed the maximum of the duly established range.
- b) Any merit increase or any reduction in compensation in the listed positions shall require the advance approval of the City Council.

The establishment of pay ranges with the ability to advance through such ranges shall not constitute an entitlement to such advancement. Advancement is at the will of the City Council. In addition, nothing in this resolution shall alter the status of Department Heads as at will employees serving at the pleasure of the City Council, as provided in Chapter 2.84 of the Signal Hill Municipal Code.

Section 3. Level of Compensation – Managers. The level of compensation of managers shall be determined on a salary step basis. The classifications of Accounting Manager, Assistant City Clerk, Assistant to City Manager/Deputy City Clerk, Assistant to the City Manager/Economic Development Manager, Building Official, Community Services Manager, Contracts Manager, Deputy Administrative Officer/Finance Director, Deputy Director Public Works, Deputy Director of Parks, Recreation, and Library Services, Economic Development Manager, Human Resources Manager, Management Analyst, Planning Manager, Police Administrative Support Services Manager, Police Captain, Police Lieutenant, Public Works Superintendent, and Senior Management Analyst shall be evaluated on an annual basis by the respective department head. Salary step advancement is established for these classifications in accordance with Section 2.80.220 of the Signal Hill Municipal Code. Salary steps are shown on the established City-wide salary schedule.

Section 4. Fringe Benefits Applicable to all Management Personnel. All management employees, are entitled to and shall enjoy the following fringe benefits as described in the Memorandum of Understanding between the City of Signal Hill and the Signal Hill Employees' Association, effective July 1, 2024, to June 30, 2027, and successor Memoranda of Understanding, which are made a part hereof by reference:

1. Holidays, Except Section C thereof

2. Vacation
3. Sick Leave, Except Section D, No. 3 thereof:
 - A. Any employee who retires with five (5) or more years as a Department Head and/or Manager or has a total of fifteen (15) or more years of full-time service with the City shall be able to convert to service credit either 100% of their accumulated unused sick leave days, but not, in any event, more than 100% of the 960 hours maximum accumulation to retirement service credit or they shall be able to convert 50% of their accumulated unused sick leave days to service credit and receive a cash payout for the remaining 50%, but not, in any event, more than 50% of the 960 hours maximum accumulation. The unused sick leave shall be reported to CalPERS per Government Code Section 20965.
 - B. Any employee who retires with less than five (5) years as a Department Head and/or Manager or has less than fifteen (15) years of full-time service with the City, shall be able to convert to service credit either 50% of their accumulated unused sick leave days, but not, in any event, more than 50% of the 960 hours maximum accumulation to retirement service credit or they shall be able to convert 25% of their accumulated unused sick leave days to service credit and receive a cash payout for another 25% of their accumulated unused sick leave days, but not, in any event, more than 25% of the 960 hours maximum accumulation. The unused sick leave shall be reported to CalPERS per Government Code Section 20965.
4. Bereavement Leave
5. Hours of Work
6. Attendance
7. Temporary Disability Leave
8. Temporary Military Leave
9. Leave of Absence Without Pay
10. Family and Medical Leave
11. Health Insurance
12. Vision Insurance
13. Dental Insurance (excluding the Chief of Police, Police Captain, and Lieutenants)
14. Tuition Reimbursement
15. Time Off for Examinations
16. Medical and/or Physical Examinations
17. Disability Insurance
18. Jury Duty (maximum of 80 paid hours annually)

- 19. Flexible Benefits
- 20. Military Service Credited as Public Service

In addition to those fringe benefits outlined in Section 4, all management employees are entitled to and shall be provided with life insurance in an amount equal to three (3) times each management employee's annual salary, to a maximum of \$300,000, with the premium paid for by the City. City Council members shall be provided with life insurance in the amount of \$15,000, with the premium paid for by the City.

Section 5. Executive Leave. In recognition of the substantial time devoted by management personnel to the performance of their duties after or before normal working hours, all management personnel shall be entitled to a maximum of sixty-three (63) hours Executive Leave in addition to, or in conjunction with, any other leave, holiday, or vacation periods to which they are entitled during the calendar year. Such leave may be utilized at the discretion of the appropriate Department Head with the approval of the City Manager. Further, such leave shall not be cumulative, but shall be utilized during each calendar year, and no employee shall be entitled to compensation for such leave upon termination of employment or retirement.

Section 6. Matching Deferred Compensation Plan – Department Heads. All Department Heads are entitled to, and shall enjoy, a matching deferred compensation plan. The City shall match one dollar for every two dollars contributed by a Department Head to the City's deferred compensation plan, (i.e. a 1:2 ratio). The maximum annual amount the City shall contribute will not exceed four percent (4%) of a Department Head's annual salary.

Section 7. Matching Deferred Compensation Plan – Managers. All Managers are entitled to, and shall enjoy, a matching deferred compensation plan. The City shall match one dollar for every two dollars contributed by a Manager to the City's deferred compensation plan, (i.e. a 1:2 ratio). The maximum annual amount the City shall contribute will not exceed three percent (3%) of a Manager's annual salary.

Section 8. Absences of Less Than One Day. No management employee shall have his/her salary reduced in any manner for absences of less than one (1) day when he/she does not have sufficient accrued time to cover the absence. The difference between the employee's accrued time and his/her daily work period shall be adjusted by means of a "negative leave balance" whereby future leave accruals are advanced to the employee to cover the absence.

Section 9. Fringe Benefits Applicable to Public Safety Management Personnel. In addition to those fringe benefits outlined above, public safety management personnel are entitled to, and shall enjoy, the following fringe benefits as described in the current Memorandum of Understanding between the City of Signal Hill and the Signal Hill Police Officers' Association, effective July 1, 2024, to June 30, 2027, and successor Memoranda of Understanding, which are made a part hereof by reference:

1. Industrial Leave
2. Retirement Plan (No Employer Cost Share)
3. Dental Insurance Pool
4. POST Pay
5. OPEB Contribution
6. Uniform Allowance, applicable for the Chief of Police and Management Personnel at the annual rate designated for Police Officer provided the employee wears the uniform daily; one half of the annual rate is provided if the employee does not wear the uniform daily.
7. Longevity Pay, applicable for the Police Lieutenant only.

Section 10. Fringe Benefits Applicable to Non-Public Safety Management Personnel. In addition to those fringe benefits outlined above, all non-public safety management personnel are entitled to, and enjoy the following fringe benefits as described in the Memorandum of Understanding between the Signal Hill Employees' Association, effective July 1, 2024, to June 30, 2027, and successor Memoranda of Understanding, which are made a part hereof by reference:

1. Industrial Leave
2. Retirement Plan

Section 11. Use of City Vehicles. The following management personnel shall be entitled to the use of a vehicle provided by the City, including gasoline, insurance, and maintenance of said vehicle:

1. Chief of Police

The Chief of Police may use his/her City vehicle for private use.

Because of their on-call status, the following management personnel shall be entitled to the use of a City vehicle if the City Manager determines that it is in the best interest of the City to do so:

1. Police Captain
2. Deputy Director – Public Works

Section 12. Automobile Allowance. All Department Heads who are not entitled to the use of a vehicle provided by the City shall receive an automobile allowance of \$300 per month.

Section 13. Physical Well-Being. The City agrees to make available to each Department Head, by means of reimbursement, up to \$500 per fiscal year for use by the employee for one or more of the following purposes:

1. Membership in a health club or fitness center.
2. Other formal wellness programs provided by professionals (smoking cessation, weight control, nutrition, or similar programs).

3. Reimbursement for employee medical expenses (deductibles or co-payments) not covered by the employee's health, dental or vision insurance.

The City agrees to make available to each Manager, by means of reimbursement, up to \$250 per fiscal year for use by the employee for one or more of the above-mentioned reasons.

Reimbursement to the employee for his/her expenditure for one or more of the above purposes shall be accomplished by submitting applicable receipts and a request for reimbursement to Personnel.

If a Manager, who has already received his/her \$250 reimbursement for the year, is promoted to a Department Head position, the employee shall be eligible to receive up to an additional \$250, for a total of up to \$500 for the fiscal year.

Section 14. Bonus Program. The bonus program for Department Heads and Managers allows for monetary awards up to a maximum of \$1,000 per individual per fiscal year in recognition of exemplary performance. Department Heads and Managers who have been at the top step of their salary range for at least 12 months shall be eligible for the bonus program. Any monies awarded will not be applied toward the employee's CalPERS reportable wages.

Categories of exemplary performance that may be considered for this program include, but are not limited to, exceptional customer relations; cost saving innovation or idea; completion of a difficult or complex assignment; and excellent work performance on an on-going basis.

Concurrent with the annual Department Head evaluations, the City Manager shall identify which, if any, Department Heads or Managers should be considered for the bonus program. Department Heads and Managers may nominate themselves or one another for the award by preparing a memo to the City Manager describing their justifications.

The City Manager shall make such recommendations to the City Council, who shall have the final authority to grant the bonus program awards. The amount of the actual awards may be based on a combination of factors, including City Manager and City Council review and the availability of funds.

Section 15. Management Incentive Pay. In recognition of the unique nature of the City's management positions and associated job responsibilities, Management Incentive Pay may be provided annually as a percentage of base pay, not to exceed a maximum of 25% in any fiscal year. Management Incentive Pay is intended to provide added compensation for the performance of significant additional duties and/or the acceptance of significant additional responsibilities performed during normal work hours.

Department Heads and Managers are responsible for coordinating the services provided

by their department and are held accountable for responding to the distinctive needs of the community, irrespective of time and place.

The amount of Management Incentive Pay for Department Heads will be determined at the discretion of the City Council and at the recommendation of the City Manager in the following tiered categories: a low tier of 1% - 10%, an intermediate tier of 10% - 17.5%, and an upper tier of 17.5% - 25%. Placement within these tiers will be dependent on the level and diversity of the employee's job functions, regardless of hours worked, and other unique and relevant circumstances associated with the position.

The amount of Management Incentive Pay for Management Employees who are not Department Heads will be determined at the discretion of the City Manager in the following tiered categories: a low tier of 1% - 10%, an intermediate tier of 10% - 17.5%, and an upper tier of 17.5% - 25%. Placement within these tiers will be dependent on the level and diversity of the individual's job functions, regardless of hours worked, and other unique and relevant circumstances associated with the position.

Management Incentive Pay is available to overtime exempt employees included in the pay and benefits plan. Management Incentive Pay shall not be for overtime, nor in lieu of other benefits excluded under the California Public Employees Retirement Law statutes, not for special compensation not otherwise listed in Title 2 CCR, Section 571. To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(1) Incentive Pay - Management Incentive. Such pay may be reduced or removed without cause, notice or hearing.

Section 16. Overtime Compensation Under A Declared Disaster. Upon formal declaration of a declared disaster or state of emergency, overtime-exempt employees may be made eligible for overtime compensation if the City Manager certifies that the employee has worked well in excess of that compensated for by Administrative Leave.

Section 17. Existing Resolutions Rescinded. This resolution shall take the place of all existing resolutions or orders of the City Council dealing with the subject matter hereof, all of which, to the extent that they conflict with this resolution, are hereby rescinded.

Section 18. Coverage. This resolution shall approve all benefits provided in the past and shall continue to provide to all City Council members the same level of health, dental and vision coverage as described in this management resolution and all successors to this resolution.

PASSED, APPROVED, AND ADOPTED, by the City Council of the City of Signal Hill, California, this 24th day of September, 2024.

LORI Y. WOODS
MAYOR

ATTEST:

DARITZA GONZALEZ
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF SIGNAL HILL)

I, DARITZA GONZALEZ, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2024-09-XXXX was adopted by the City Council of the City of Signal Hill at a regular meeting held on the 24th day of September, 2024 and that the same was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DARITZA GONZALEZ
CITY CLERK

RESOLUTION NO. 2024-09-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2024-06-6818, APPROVING AND ADOPTING A CITY-WIDE PAY SCHEDULE AS REQUIRED BY THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DOES HEREBY RESOLVE:

WHEREAS, the California Public Employees' Retirement System requires, by regulation, that the City Council approve and adopt a pay schedule for every employee position; and

WHEREAS, such pay schedule shall be available for public review; and

WHEREAS, posting of the pay schedule may be satisfied by listing on the employer's internet website.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, that the Salary Schedule effective July 1, 2024 (Exhibit A) shall be posted on the City website.

BE IT FURTHER RESOLVED, that such schedule shall be retained and available for public inspection for not less than five years.

PASSED, APPROVED, AND ADOPTED, at a regular meeting of the City Council of the City of Signal Hill, California, on this 24th day of September 2024.

LORI Y. WOODS
MAYOR

ATTEST:

DARITZA GONZALEZ
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF SIGNAL HILL)

I, DARITZA GONZALEZ, City Clerk of the City of Signal Hill, California, do hereby certify that Resolution No. 2024-09-XXXX was adopted by the City Council of the City of Signal Hill, California, at a regular meeting held on the 24th day of September 2024, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DARITZA GONZALEZ
CITY CLERK

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position	Grade		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
SHEA	Account Specialist	13a	Hourly	23.767477	24.956121	26.204016	27.513855	28.889572	30.333934
			Annual	49,436.35	51,908.73	54,504.35	57,228.82	60,090.31	63,094.58
			Monthly	4,119.70	4,325.73	4,542.03	4,769.07	5,007.53	5,257.88
			Pay Period	1,901.40	1,996.49	2,096.32	2,201.11	2,311.17	2,426.71
SHEA	Account Specialist II	16	Hourly	26.101164	27.406434	28.776866	30.215569	31.726614	33.313032
			Annual	54,290.42	57,005.38	59,855.88	62,848.38	65,991.36	69,291.11
			Monthly	4,524.20	4,750.45	4,987.99	5,237.37	5,499.28	5,774.26
			Pay Period	2,088.09	2,192.51	2,302.15	2,417.25	2,538.13	2,665.04
SHEA	Accountant	31b	Hourly	38.132376	40.039197	42.041352	44.143446	46.350615	48.668124
			Annual	79,315.34	83,281.53	87,446.01	91,818.37	96,409.28	101,229.70
			Monthly	6,609.61	6,940.13	7,287.17	7,651.53	8,034.11	8,435.81
			Pay Period	3,050.59	3,203.14	3,363.31	3,531.48	3,708.05	3,893.45
SHEA	Administrative Assistant	21a	Hourly	28.643182	30.075849	31.579305	33.158077	34.816030	36.557223
			Annual	59,577.82	62,557.77	65,684.95	68,968.80	72,417.34	76,039.02
			Monthly	4,964.82	5,213.15	5,473.75	5,747.40	6,034.78	6,336.59
			Pay Period	2,291.45	2,406.07	2,526.34	2,652.65	2,785.28	2,924.58
SHEA	Administrative Assistant to the Police Chief	22a	Hourly	29.359447	30.827332	32.368635	33.987324	35.686573	37.470933
			Annual	61,067.65	64,120.85	67,326.76	70,693.63	74,228.07	77,939.54
			Monthly	5,088.97	5,343.40	5,610.56	5,891.14	6,185.67	6,494.96
			Pay Period	2,348.76	2,466.19	2,589.49	2,718.99	2,854.93	2,997.67
SHEA	Assistant Engineer	33b	Hourly	39.215441	41.176380	43.235357	45.396828	47.666694	50.050060
			Annual	81,568.12	85,646.87	89,929.54	94,425.40	99,146.72	104,104.12
			Monthly	6,797.34	7,137.24	7,494.13	7,868.78	8,262.23	8,675.34
			Pay Period	3,137.24	3,294.11	3,458.83	3,631.75	3,813.34	4,004.00

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position	Grade		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
SHEA	Assistant Planner	27	Hourly	34.380090	36.099410	37.903862	39.799224	41.789472	43.878640
			Annual	71,510.59	75,086.77	78,840.03	82,782.39	86,922.10	91,267.57
			Monthly	5,959.22	6,257.23	6,570.00	6,898.53	7,243.51	7,605.63
			Pay Period	2,750.41	2,887.95	3,032.31	3,183.94	3,343.16	3,510.29
SHEA	Associate Engineer	40	Hourly	47.072883	49.426642	51.897789	54.493082	57.217339	60.078539
			Annual	97,911.60	102,807.41	107,947.40	113,345.61	119,012.07	124,963.36
			Monthly	8,159.30	8,567.28	8,995.62	9,445.47	9,917.67	10,413.61
			Pay Period	3,765.83	3,954.13	4,151.82	4,359.45	4,577.39	4,806.28
SHEA	Associate Planner	34b	Hourly	39.524584	41.500981	43.576180	45.754693	48.042463	50.444611
			Annual	82,211.14	86,322.04	90,638.45	95,169.76	99,928.32	104,924.79
			Monthly	6,850.93	7,193.50	7,553.20	7,930.81	8,327.36	8,743.73
			Pay Period	3,161.97	3,320.08	3,486.09	3,660.38	3,843.40	4,035.57
SHEA	City Librarian	32b	Hourly	39.574359	41.553243	43.631054	45.812310	48.102963	50.508138
			Annual	82,314.67	86,430.75	90,752.59	95,289.60	100,054.16	105,056.93
			Monthly	6,859.56	7,202.56	7,562.72	7,940.80	8,337.85	8,754.74
			Pay Period	3,165.95	3,324.26	3,490.48	3,664.98	3,848.24	4,040.65
SHEA	Communications Officer	32d	Hourly	41.115238	43.171178	45.329890	47.596075	49.975920	52.475353
			Annual	85,519.69	89,796.05	94,286.17	98,999.84	103,949.91	109,148.73
			Monthly	7,126.64	7,483.00	7,857.18	8,249.99	8,662.49	9,095.73
			Pay Period	3,289.22	3,453.69	3,626.39	3,807.69	3,998.07	4,198.03
SHEA	Communications Specialist	24b	Hourly	30.827052	32.368405	33.986825	35.686166	37.470474	39.343998
			Annual	64,120.27	67,326.28	70,692.60	74,227.23	77,938.59	81,835.52
			Monthly	5,343.36	5,610.52	5,891.05	6,185.60	6,494.88	6,819.63
			Pay Period	2,466.16	2,589.47	2,718.95	2,854.89	2,997.64	3,147.52

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position	Grade		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
SHEA	Community Services Supervisor	30	Hourly	36.630136	38.461851	40.384574	42.403960	44.524077	46.750448
			Annual	76,190.68	80,000.65	83,999.91	88,200.24	92,610.08	97,240.93
			Monthly	6,349.22	6,666.72	6,999.99	7,350.02	7,717.51	8,103.41
			Pay Period	2,930.41	3,076.95	3,230.77	3,392.32	3,561.93	3,740.04
SHEA	Dispatcher/Jailer	21c	Hourly	30.705492	32.241310	33.853015	35.545458	37.322785	39.189343
			Annual	63,867.42	67,061.93	70,414.27	73,934.55	77,631.39	81,513.83
			Monthly	5,322.29	5,588.49	5,867.86	6,161.21	6,469.28	6,792.82
			Pay Period	2,456.44	2,579.30	2,708.24	2,843.64	2,985.82	3,135.15
SHEA	Emergency Management Coordinator	36	Hourly	46.088857	48.393362	50.813217	53.353968	56.021699	58.823057
			Annual	95,864.82	100,658.19	105,691.49	110,976.25	116,525.13	122,351.96
			Monthly	7,988.74	8,388.18	8,807.62	9,248.02	9,710.43	10,196.00
			Pay Period	3,687.11	3,871.47	4,065.06	4,268.32	4,481.74	4,705.84
SHEA	Engineering Technician I	19	Hourly	29.335087	30.802190	32.341862	33.959339	35.656999	37.440299
			Annual	61,016.98	64,068.55	67,271.07	70,635.42	74,166.56	77,875.82
			Monthly	5,084.75	5,339.05	5,605.92	5,886.29	6,180.55	6,489.65
			Pay Period	2,346.81	2,464.18	2,587.35	2,716.75	2,852.56	2,995.22
SHEA	Engineering Technician II	22e	Hourly	32.266032	33.879238	35.573130	37.352069	39.219544	41.180555
			Annual	67,113.35	70,468.82	73,992.11	77,692.30	81,576.65	85,655.56
			Monthly	5,592.78	5,872.40	6,166.01	6,474.36	6,798.05	7,137.96
			Pay Period	2,581.28	2,710.34	2,845.85	2,988.17	3,137.56	3,294.44
SHEA	Equipment Mechanic	18b	Hourly	27.209942	28.570349	29.999087	31.499074	33.074167	34.727758
			Annual	56,596.68	59,426.33	62,398.10	65,518.07	68,794.27	72,233.74
			Monthly	4,716.39	4,952.19	5,199.84	5,459.84	5,732.86	6,019.48
			Pay Period	2,176.80	2,285.63	2,399.93	2,519.93	2,645.93	2,778.22

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position	Grade		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
SHEA	Executive Assistant/Deputy City Clerk	26a	Hourly	32.407292	34.027604	35.729128	37.515632	39.391664	41.361000
			Annual	67,407.17	70,777.42	74,316.59	78,032.51	81,934.66	86,030.88
			Monthly	5,617.26	5,898.12	6,193.05	6,502.71	6,827.89	7,169.24
			Pay Period	2,592.58	2,722.21	2,858.33	3,001.25	3,151.33	3,308.88
SHEA	Fleet Mechanic	22c	Hourly	29.917276	31.413052	32.983639	34.633083	36.364618	38.182881
			Annual	62,227.93	65,339.15	68,605.97	72,036.81	75,638.41	79,420.39
			Monthly	5,185.66	5,444.93	5,717.16	6,003.07	6,303.20	6,618.37
			Pay Period	2,393.38	2,513.04	2,638.69	2,770.65	2,909.17	3,054.63
SHEA	Fleet Services Supervisor	32c	Hourly	40.513921	42.539787	44.666929	46.899971	49.245008	51.707287
			Annual	84,268.96	88,482.76	92,907.21	97,551.94	102,429.62	107,551.16
			Monthly	7,022.41	7,373.56	7,742.27	8,129.33	8,535.80	8,962.60
			Pay Period	3,241.11	3,403.18	3,573.35	3,752.00	3,939.60	4,136.58
SHEA	Librarian	26b	Hourly	33.379511	35.048432	36.801002	38.641100	40.573413	42.601830
			Annual	69,429.38	72,900.74	76,546.08	80,373.49	84,392.70	88,611.81
			Monthly	5,785.78	6,075.06	6,378.84	6,697.79	7,032.72	7,384.32
			Pay Period	2,670.36	2,803.87	2,944.08	3,091.29	3,245.87	3,408.15
SHEA	Library Assistant	10	Hourly	24.843164	26.085011	27.389702	28.759165	30.197087	31.706655
			Annual	51,673.78	54,256.82	56,970.58	59,819.06	62,809.94	65,949.84
			Monthly	4,306.15	4,521.40	4,747.55	4,984.92	5,234.16	5,495.82
			Pay Period	1,987.45	2,086.80	2,191.18	2,300.73	2,415.77	2,536.53
SHEA	Maintenance Worker	13b	Hourly	24.214146	25.425129	26.696476	28.030930	29.432502	30.904008
			Annual	50,365.42	52,884.27	55,528.67	58,304.34	61,219.60	64,280.34
			Monthly	4,197.12	4,407.02	4,627.39	4,858.69	5,101.63	5,356.69
			Pay Period	1,937.13	2,034.01	2,135.72	2,242.47	2,354.60	2,472.32

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position	Grade		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
SHEA	Maintenance Worker Trainee	3	Hourly	18.365225	19.283369	20.247400	21.260042	22.323102	23.439370
			Annual	38,199.67	40,109.41	42,114.59	44,220.89	46,432.05	48,753.89
			Monthly	3,183.31	3,342.45	3,509.55	3,685.07	3,869.34	4,062.82
			Pay Period	1,469.22	1,542.67	1,619.79	1,700.80	1,785.85	1,875.15
SHEA	Management Assistant	26c	Hourly	33.703584	35.388708	37.158294	39.016257	40.967330	43.015440
			Annual	70,103.45	73,608.51	77,289.25	81,153.81	85,212.05	89,472.12
			Monthly	5,841.95	6,134.04	6,440.77	6,762.82	7,101.00	7,456.01
			Pay Period	2,696.29	2,831.10	2,972.66	3,121.30	3,277.39	3,441.24
SHEA	Police Records Clerk	13c	Hourly	24.261164	25.474498	26.748314	28.085359	29.489653	30.964015
			Annual	50,463.22	52,986.96	55,636.49	58,417.55	61,338.48	64,405.15
			Monthly	4,205.27	4,415.58	4,636.37	4,868.13	5,111.54	5,367.10
			Pay Period	1,940.89	2,037.96	2,139.87	2,246.83	2,359.17	2,477.12
SHEA	Police Records Supervisor	33c	Hourly	39.446573	41.419070	43.490182	45.664393	47.947637	50.345050
			Annual	82,048.87	86,151.66	90,459.58	94,981.94	99,731.08	104,717.70
			Monthly	6,837.41	7,179.31	7,538.30	7,915.16	8,310.92	8,726.48
			Pay Period	3,155.73	3,313.53	3,479.21	3,653.15	3,835.81	4,027.60
	Police Recruit		Hourly	38.608334					
		Annual	80,305.33						
		Monthly	6,692.11						
		Pay Period	3,088.67						
SHEA	Principal Building Inspector	38	Hourly	44.978984	47.228046	49.589267	52.069119	54.672194	57.406125
			Annual	93,556.29	98,234.34	103,145.68	108,303.77	113,718.16	119,404.74
			Monthly	7,796.36	8,186.19	8,595.47	9,025.31	9,476.51	9,950.39
			Pay Period	3,598.32	3,778.24	3,967.14	4,165.53	4,373.78	4,592.49

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position	Grade		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
SHEA	Public Works Inspector	29	Hourly	37.097701	38.952759	40.900573	42.945287	45.092698	47.347497
			Annual	77,163.22	81,021.74	85,073.19	89,326.20	93,792.81	98,482.79
			Monthly	6,430.27	6,751.81	7,089.43	7,443.85	7,816.07	8,206.90
			Pay Period	2,967.82	3,116.22	3,272.05	3,435.62	3,607.42	3,787.80
SHEA	Public Works Maintenance Supervisor	31c	Hourly	38.755694	40.693684	42.728566	44.865021	47.108270	49.463660
			Annual	80,611.84	84,642.86	88,875.42	93,319.24	97,985.20	102,884.41
			Monthly	6,717.65	7,053.57	7,406.28	7,776.60	8,165.43	8,573.70
			Pay Period	3,100.46	3,255.49	3,418.29	3,589.20	3,768.66	3,957.09
SHEA	Recreation Coordinator	20	Hourly	28.782908	30.222558	31.733350	33.319819	34.985860	36.735551
			Annual	59,868.45	62,862.92	66,005.37	69,305.22	72,770.59	76,409.95
			Monthly	4,989.04	5,238.58	5,500.45	5,775.44	6,064.22	6,367.50
			Pay Period	2,302.63	2,417.80	2,538.67	2,665.59	2,798.87	2,938.84
SHEA	Recreation Supervisor	30	Hourly	36.630136	38.461851	40.384574	42.403960	44.524077	46.750448
			Annual	76,190.68	80,000.65	83,999.91	88,200.24	92,610.08	97,240.93
			Monthly	6,349.22	6,666.72	6,999.99	7,350.02	7,717.51	8,103.41
			Pay Period	2,930.41	3,076.95	3,230.77	3,392.32	3,561.93	3,740.04
SHEA	Senior Account Specialist	22d	Hourly	30.034714	31.536361	33.113113	34.769032	36.507364	38.332765
			Annual	62,472.21	65,595.63	68,875.28	72,319.59	75,935.32	79,732.15
			Monthly	5,206.02	5,466.30	5,739.61	6,026.63	6,327.94	6,644.35
			Pay Period	2,402.78	2,522.91	2,649.05	2,781.52	2,920.59	3,066.62
SHEA	Senior Accountant	34a	Hourly	39.485099	41.459522	43.532648	45.708984	47.994469	50.394217
			Annual	82,129.01	86,235.80	90,547.91	95,074.69	99,828.49	104,819.97
			Monthly	6,844.08	7,186.32	7,545.66	7,922.89	8,319.04	8,735.00
			Pay Period	3,158.81	3,316.76	3,482.61	3,656.72	3,839.56	4,031.54

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position	Grade		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
SHEA	Senior Building Inspector	33a	Hourly	39.099875	41.055035	43.107944	45.263046	47.526222	49.902564
			Annual	81,327.74	85,394.47	89,664.52	94,147.13	98,854.54	103,797.33
			Monthly	6,777.31	7,116.21	7,472.04	7,845.59	8,237.88	8,649.78
			Pay Period	3,127.99	3,284.40	3,448.64	3,621.04	3,802.10	3,992.21
SHEA	Senior Deputy City Clerk	31a	Hourly	36.665747	38.499228	40.424377	42.445621	44.567899	46.796273
			Annual	76,264.75	80,078.39	84,082.70	88,286.89	92,701.23	97,336.25
			Monthly	6,355.40	6,673.20	7,006.89	7,357.24	7,725.10	8,111.35
			Pay Period	2,933.26	3,079.94	3,233.95	3,395.65	3,565.43	3,743.70
SHEA	Senior Engineer	45	Hourly	51.808022	54.398548	57.118276	59.974629	62.972925	66.121937
			Annual	107,760.68	113,148.98	118,806.01	124,747.23	130,983.68	137,533.63
			Monthly	8,980.06	9,429.08	9,900.50	10,395.60	10,915.31	11,461.14
			Pay Period	4,144.64	4,351.88	4,569.46	4,797.97	5,037.83	5,289.75
SHEA	Senior Maintenance Worker	21b	Hourly	29.072830	30.526987	32.052995	33.655448	35.338271	37.105581
			Annual	60,471.49	63,496.13	66,670.23	70,003.33	73,503.60	77,179.61
			Monthly	5,039.29	5,291.34	5,555.85	5,833.61	6,125.30	6,431.63
			Pay Period	2,325.83	2,442.16	2,564.24	2,692.44	2,827.06	2,968.45
SHEA	Senior Planner	39	Hourly	44.673893	46.907700	49.252908	51.715936	54.301355	57.016742
			Annual	92,921.70	97,568.02	102,446.05	107,569.15	112,946.82	118,594.82
			Monthly	7,743.47	8,130.67	8,537.17	8,964.10	9,412.23	9,882.90
			Pay Period	3,573.91	3,752.62	3,940.23	4,137.27	4,344.11	4,561.34
SHEA	Senior Public Works Inspector	32a	Hourly	37.582487	39.461769	41.434999	43.506467	45.681826	47.965943
			Annual	78,171.57	82,080.48	86,184.80	90,493.45	95,018.20	99,769.16
			Monthly	6,514.30	6,840.04	7,182.07	7,541.12	7,918.18	8,314.10
			Pay Period	3,006.60	3,156.94	3,314.80	3,480.52	3,654.55	3,837.28

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position	Grade		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
SHEA	Senior Recreation Specialist	11	Hourly	22.376178	23.495043	24.669714	25.903444	27.198445	28.558092
			Annual	46,542.45	48,869.69	51,313.00	53,879.16	56,572.77	59,400.83
			Monthly	3,878.54	4,072.47	4,276.08	4,489.93	4,714.40	4,950.07
			Pay Period	1,790.09	1,879.60	1,973.58	2,072.28	2,175.88	2,284.65
SHEA	Senior Water Maintenance Worker	22a	Hourly	29.359447	30.827332	32.368635	33.987324	35.686573	37.470933
			Annual	61,067.65	64,120.85	67,326.76	70,693.63	74,228.07	77,939.54
			Monthly	5,088.97	5,343.40	5,610.56	5,891.14	6,185.67	6,494.96
			Pay Period	2,348.76	2,466.19	2,589.49	2,718.99	2,854.93	2,997.67
SHEA	Senior Water Systems Operator	28	Hourly	34.048068	35.750628	37.537723	39.414862	41.385821	43.455146
			Annual	70,819.98	74,361.31	78,078.46	81,982.91	86,082.51	90,386.70
			Monthly	5,901.67	6,196.78	6,506.54	6,831.91	7,173.54	7,532.23
			Pay Period	2,723.85	2,860.05	3,003.02	3,153.19	3,310.87	3,476.41
SHEA	Water Maintenance Worker I	15	Hourly	24.698885	25.934030	27.230835	28.592244	30.022109	31.523297
			Annual	51,373.68	53,942.78	56,640.14	59,471.87	62,445.99	65,568.46
			Monthly	4,281.14	4,495.23	4,720.01	4,955.99	5,203.83	5,464.04
			Pay Period	1,975.91	2,074.72	2,178.47	2,287.38	2,401.77	2,521.86
SHEA	Water Maintenance Worker II	18a	Hourly	26.943959	28.291069	29.705840	31.191163	32.750862	34.388287
			Annual	56,043.43	58,845.42	61,788.15	64,877.62	68,121.79	71,527.64
			Monthly	4,670.29	4,903.79	5,149.01	5,406.47	5,676.82	5,960.64
			Pay Period	2,155.52	2,263.29	2,376.47	2,495.29	2,620.07	2,751.06
SHEA	Water Systems Operator I	22b	Hourly	29.476885	30.950642	32.498109	34.123273	35.829319	37.620817
			Annual	61,311.92	64,377.33	67,596.07	70,976.41	74,524.98	78,251.30
			Monthly	5,109.33	5,364.78	5,633.01	5,914.70	6,210.42	6,520.94
			Pay Period	2,358.15	2,476.05	2,599.85	2,729.86	2,866.35	3,009.67

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position	Grade		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
SHEA	Water Systems Operator II	25	Hourly	32.439098	34.060739	35.763972	37.552194	39.429949	41.401158
			Annual	67,473.32	70,846.34	74,389.06	78,108.56	82,014.29	86,114.41
			Monthly	5,622.78	5,903.86	6,199.09	6,509.05	6,834.52	7,176.20
			Pay Period	2,595.13	2,724.86	2,861.12	3,004.18	3,154.40	3,312.09
SHEA	Water Systems Superintendent	47	Hourly	56.009295	58.809896	61.750170	64.838162	68.079598	71.483976
			Annual	116,499.33	122,324.58	128,440.35	134,863.38	141,605.56	148,686.67
			Monthly	9,708.28	10,193.72	10,703.36	11,238.61	11,800.46	12,390.56
			Pay Period	4,480.74	4,704.79	4,940.01	5,187.05	5,446.37	5,718.72

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
POA	Police Officer	Hourly	43.935559	46.132330	48.438948	50.860898	53.403951	56.074139
		Annual	91,385.96	95,955.25	100,753.01	105,790.67	111,080.22	116,634.21
		Monthly	7,615.50	7,996.27	8,396.08	8,815.89	9,256.68	9,719.52
		Pay Period	3,514.84	3,690.59	3,875.12	4,068.87	4,272.32	4,485.93
POA	Police Corporal	Hourly	47.186791	49.546122	52.023430	54.624604	57.355843	60.223625
		Annual	98,148.52	103,055.93	108,208.73	113,619.18	119,300.15	125,265.14
		Monthly	8,179.04	8,587.99	9,017.39	9,468.26	9,941.68	10,438.76
		Pay Period	3,774.94	3,963.69	4,161.87	4,369.97	4,588.47	4,817.89
POA	Police Sergeant	Hourly	56.971529	59.820107	62.811112	65.951666	69.249256	72.711714
		Annual	118,500.78	124,425.82	130,647.11	137,179.47	144,038.45	151,240.37
		Monthly	9,875.06	10,368.82	10,887.26	11,431.62	12,003.20	12,603.36
		Pay Period	4,557.72	4,785.61	5,024.89	5,276.13	5,539.94	5,816.94

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
MGR	Accounting Manager	Hourly	50.871115	53.414674	56.085398	58.889690	61.834182	64.925886
		Annual	105,811.92	111,102.52	116,657.63	122,490.56	128,615.10	135,045.84
		Monthly	8,817.66	9,258.54	9,721.47	10,207.55	10,717.92	11,253.82
		Pay Period	4,069.69	4,273.17	4,486.83	4,711.18	4,946.73	5,194.07
MGR	Assistant City Clerk	Hourly	48.441339	50.863404	53.406609	56.076868	58.880728	61.824769
		Annual	100,757.99	105,795.88	111,085.75	116,639.89	122,471.91	128,595.52
		Monthly	8,396.50	8,816.32	9,257.15	9,719.99	10,205.99	10,716.29
		Pay Period	3,875.31	4,069.07	4,272.53	4,486.15	4,710.46	4,945.98
MGR	Assistant to City Manager/Deputy City Clerk	Hourly	48.441339	50.863404	53.406609	56.076868	58.880728	61.824769
		Annual	100,757.99	105,795.88	111,085.75	116,639.89	122,471.91	128,595.52
		Monthly	8,396.50	8,816.32	9,257.15	9,719.99	10,205.99	10,716.29
		Pay Period	3,875.31	4,069.07	4,272.53	4,486.15	4,710.46	4,945.98
MGR	Assistant to the City Manager/ Economic Development Manager	Hourly	54.086413	56.790772	59.630306	62.611840	65.742397	69.029524
		Annual	112,499.74	118,124.81	124,031.04	130,232.63	136,744.19	143,581.41
		Monthly	9,374.98	9,843.73	10,335.92	10,852.72	11,395.35	11,965.12
		Pay Period	4,326.91	4,543.26	4,770.42	5,008.95	5,259.39	5,522.36
MGR	Building Official	Hourly	51.515434	54.091206	56.795748	59.635560	62.617338	65.748219
		Annual	107,152.10	112,509.71	118,135.16	124,041.97	130,244.06	136,756.30
		Monthly	8,929.34	9,375.81	9,844.60	10,336.83	10,853.67	11,396.36
		Pay Period	4,121.23	4,327.30	4,543.66	4,770.84	5,009.39	5,259.86
MGR	Community Services Manager	Hourly	52.829143	55.470592	58.244160	61.156307	64.214160	67.424841
		Annual	109,884.62	115,378.83	121,147.85	127,205.12	133,565.45	140,243.67
		Monthly	9,157.05	9,614.90	10,095.65	10,600.43	11,130.45	11,686.97
		Pay Period	4,226.33	4,437.65	4,659.53	4,892.50	5,137.13	5,393.99

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
MGR	Contracts Manager	Hourly	60.381538	63.400611	66.570686	69.899134	73.394110	77.063816
		Annual	125,593.60	131,873.27	138,467.03	145,390.20	152,659.75	160,292.74
		Monthly	10,466.13	10,989.44	11,538.92	12,115.85	12,721.65	13,357.73
		Pay Period	4,830.52	5,072.05	5,325.65	5,591.93	5,871.53	6,165.11
MGR	Deputy Administrative Officer/Finance Director	Hourly	64.701534	67.936583	71.333409	74.900072	78.645060	82.577331
		Annual	134,579.19	141,308.09	148,373.49	155,792.15	163,581.73	171,760.85
		Monthly	11,214.93	11,775.67	12,364.46	12,982.68	13,631.81	14,313.40
		Pay Period	5,176.12	5,434.93	5,706.67	5,992.01	6,291.60	6,606.19
MGR	Deputy Chief of Police	Hourly	75.802476	79.592599	83.572211	87.750830	92.138387	96.745317
		Annual	157,669.15	165,552.61	173,830.20	182,521.73	191,647.84	201,230.26
		Monthly	13,139.10	13,796.05	14,485.85	15,210.14	15,970.65	16,769.19
		Pay Period	6,064.20	6,367.41	6,685.78	7,020.07	7,371.07	7,739.63
MGR	Deputy Director Public Works	Hourly	64.399868	67.619860	71.000834	74.550843	78.278416	82.192297
		Annual	133,951.73	140,649.31	147,681.73	155,065.75	162,819.10	170,959.98
		Monthly	11,162.64	11,720.78	12,306.81	12,922.15	13,568.26	14,246.66
		Pay Period	5,151.99	5,409.59	5,680.07	5,964.07	6,262.27	6,575.38
MGR	Deputy Director of Parks, Recreation, and Library Services	Hourly	61.287261	64.351620	67.569247	70.947621	74.495022	78.219774
		Annual	127,477.50	133,851.37	140,544.03	147,571.05	154,949.65	162,697.13
		Monthly	10,623.13	11,154.28	11,712.00	12,297.59	12,912.47	13,558.09
		Pay Period	4,902.98	5,148.13	5,405.54	5,675.81	5,959.60	6,257.58
MGR	Economic Development Manager	Hourly	54.086413	56.790772	59.630306	62.611840	65.742397	69.029524
		Annual	112,499.74	118,124.81	124,031.04	130,232.63	136,744.19	143,581.41
		Monthly	9,374.98	9,843.73	10,335.92	10,852.72	11,395.35	11,965.12
		Pay Period	4,326.91	4,543.26	4,770.42	5,008.95	5,259.39	5,522.36

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
MGR	Human Resources Manager	Hourly	60.358336	63.376253	66.545021	69.872281	73.365931	77.034234
		Annual	125,545.34	131,822.61	138,413.64	145,334.35	152,601.14	160,231.21
		Monthly	10,462.11	10,985.22	11,534.47	12,111.20	12,716.76	13,352.60
		Pay Period	4,828.67	5,070.10	5,323.60	5,589.78	5,869.27	6,162.74
MGR	Management Analyst	Hourly	38.774952	40.713667	42.749355	44.886874	47.131222	49.487764
		Annual	80,651.90	84,684.43	88,918.66	93,364.70	98,032.94	102,934.55
		Monthly	6,720.99	7,057.04	7,409.89	7,780.39	8,169.41	8,577.88
		Pay Period	3,102.00	3,257.09	3,419.95	3,590.95	3,770.50	3,959.02
MGR	Planning Manager	Hourly	59.528271	62.504685	65.629898	68.911423	72.356987	75.974842
		Annual	123,818.80	130,009.74	136,510.19	143,335.76	150,502.53	158,027.67
		Monthly	10,318.23	10,834.15	11,375.85	11,944.65	12,541.88	13,168.97
		Pay Period	4,762.26	5,000.37	5,250.39	5,512.91	5,788.56	6,077.99
MGR	Police Administrative Support Services Manager	Hourly	48.372973	50.791621	53.331203	55.997761	58.797652	61.737531
		Annual	100,615.78	105,646.57	110,928.90	116,475.34	122,299.12	128,414.06
		Monthly	8,384.65	8,803.88	9,244.08	9,706.28	10,191.59	10,701.17
		Pay Period	3,869.84	4,063.33	4,266.50	4,479.82	4,703.81	4,939.00
MGR	Police Captain	Hourly	78.655242	82.588005	86.717447	91.053242	95.605916	100.386277
		Annual	163,602.90	171,783.05	180,372.29	189,390.74	198,860.30	208,803.46
		Monthly	13,633.58	14,315.25	15,031.02	15,782.56	16,571.69	17,400.29
		Pay Period	6,292.42	6,607.04	6,937.40	7,284.26	7,648.47	8,030.90
MGR	Police Lieutenant	Hourly	68.544347	71.971572	75.570147	79.348634	83.316082	87.481895
		Annual	142,572.24	149,700.87	157,185.91	165,045.16	173,297.45	181,962.34
		Monthly	11,881.02	12,475.07	13,098.83	13,753.76	14,441.45	15,163.53
		Pay Period	5,483.55	5,757.73	6,045.61	6,347.89	6,665.29	6,998.55

City of Signal Hill
Salary Schedule Effective July 1, 2024

Barg Unit	Position		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F
MGR	Public Works Superintendent	Hourly	54.614653	57.345362	60.212683	63.223250	66.384431	69.703656
		Annual	113,598.48	119,278.35	125,242.38	131,504.36	138,079.62	144,983.60
		Monthly	9,466.54	9,939.86	10,436.87	10,958.70	11,506.63	12,081.97
		Pay Period	4,369.17	4,587.63	4,817.01	5,057.86	5,310.75	5,576.29
MGR	Senior Management Analyst	Hourly	44.262645	46.475777	48.799548	51.239524	53.801488	56.491568
		Annual	92,066.30	96,669.62	101,503.06	106,578.21	111,907.10	117,502.46
		Monthly	7,672.19	8,055.80	8,458.59	8,881.52	9,325.59	9,791.87
		Pay Period	3,541.01	3,718.06	3,903.96	4,099.16	4,304.12	4,519.33

City of Signal Hill
Salary Schedule Salary Alignment
Effective July 1, 2024

Unit	Position		Step_A	Step_B	Step_C	Step_D	Step_E	Step_F	Step_G	Step_H	Step_I	Step_J	Step_K	Step_L
DHMGMT	Administrative Services Officer/ Finance Director	Hourly	82.868427	84.940109	87.063581	89.240185	91.471237	93.757956	96.101905	98.504454	100.967110	103.491287	106.078570	108.730534
		Annual	172,366.33	176,675.43	181,092.25	185,619.58	190,260.17	195,016.55	199,891.96	204,889.26	210,011.59	215,261.88	220,643.42	226,159.51
		Monthly	14,363.86	14,722.95	15,091.02	15,468.30	15,855.01	16,251.38	16,657.66	17,074.11	17,500.97	17,938.49	18,386.95	18,846.63
		Pay Period	6,629.47	6,795.21	6,965.09	7,139.21	7,317.70	7,500.64	7,688.15	7,880.36	8,077.37	8,279.30	8,486.29	8,698.44
DHMGMT	Chief of Police	Hourly	95.420783	97.806256	100.251412	102.757735	105.326675	107.959853	110.658806	113.425289	116.260903	119.167425	122.146611	125.200276
		Annual	198,475.23	203,437.01	208,522.94	213,736.09	219,079.48	224,556.49	230,170.32	235,924.60	241,822.68	247,868.24	254,064.95	260,416.57
		Monthly	16,539.60	16,953.08	17,376.91	17,811.34	18,256.62	18,713.04	19,180.86	19,660.38	20,151.89	20,655.69	21,172.08	21,701.38
		Pay Period	7,633.66	7,824.50	8,020.11	8,220.62	8,426.13	8,636.79	8,852.70	9,074.02	9,300.87	9,533.39	9,771.73	10,016.02
DHMGMT	City Manager	Annual	275,000.00											
DHMGMT	Community Development Director	Hourly	81.527330	83.565503	85.654669	87.796008	89.990918	92.240730	94.546684	96.910407	99.333168	101.816497	104.361909	106.970957
		Annual	169,576.85	173,816.25	178,161.71	182,615.70	187,181.11	191,860.72	196,657.10	201,573.65	206,612.99	211,778.31	217,072.77	222,499.59
		Monthly	14,131.40	14,484.69	14,846.81	15,217.97	15,598.43	15,988.39	16,388.09	16,797.80	17,217.75	17,648.19	18,089.40	18,541.63
		Pay Period	6,522.19	6,685.24	6,852.37	7,023.68	7,199.27	7,379.26	7,563.73	7,752.83	7,946.65	8,145.32	8,348.95	8,557.68
DHMGMT	Deputy City Manager	Hourly	91.930051	94.228322	96.583994	98.998599	101.473607	104.010414	106.610695	109.275963	112.007862	114.808058	117.678260	120.620216
		Annual	191,214.51	195,994.91	200,894.71	205,917.09	211,065.10	216,341.66	221,750.25	227,294.00	232,976.35	238,800.76	244,770.78	250,890.05
		Monthly	15,934.54	16,332.91	16,741.23	17,159.76	17,588.76	18,028.47	18,479.19	18,941.17	19,414.70	19,900.06	20,397.57	20,907.50
		Pay Period	7,354.40	7,538.27	7,726.72	7,919.89	8,117.89	8,320.83	8,528.86	8,742.08	8,960.63	9,184.64	9,414.26	9,649.62
DHMGMT	Parks, Recreation & Library Services Director	Hourly	74.941534	76.815107	78.735486	80.703817	82.721408	84.789478	86.909201	89.081917	91.309010	93.591735	95.931528	98.329817
		Annual	155,878.39	159,775.42	163,769.81	167,863.94	172,060.53	176,362.12	180,771.14	185,290.39	189,922.74	194,670.81	199,537.58	204,526.02
		Monthly	12,989.87	13,314.62	13,647.48	13,988.66	14,338.38	14,696.84	15,064.26	15,440.87	15,826.90	16,222.57	16,628.13	17,043.83
		Pay Period	5,995.32	6,145.21	6,298.84	6,456.31	6,617.71	6,783.16	6,952.74	7,126.55	7,304.72	7,487.34	7,674.52	7,866.39
DHMGMT	Public Works Director/City Engineer	Hourly	85.179034	87.308480	89.491201	91.728473	94.021743	96.372288	98.781562	101.251101	103.782379	106.376938	109.036361	111.762271
		Annual	177,172.39	181,601.64	186,141.70	190,795.22	195,565.23	200,454.36	205,465.65	210,602.29	215,867.35	221,264.03	226,795.63	232,465.52
		Monthly	14,764.37	15,133.47	15,511.81	15,899.60	16,297.10	16,704.53	17,122.14	17,550.19	17,988.95	18,438.67	18,899.64	19,372.13
		Pay Period	6,814.32	6,984.68	7,159.30	7,338.28	7,521.74	7,709.78	7,902.52	8,100.09	8,302.59	8,510.16	8,722.91	8,940.98



STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: THOMAS BEKELE
PUBLIC WORKS DIRECTOR**

**SUBJECT: PUBLIC WORKS SERVICES AGREEMENT FOR ON-CALL ARCHITECTURE,
ELECTRICAL ENGINEERING, STRUCTURAL ENGINEERING AND SCADA
INTEGRATION**

Summary:

The City Council will consider authorizing the City Manager to execute nine on-call Professional Consultant Services Agreements with qualified firms to provide various professional engineering services on an on-call basis, for a not-to-exceed amount of \$100,000 each. The Professional Consulting Services are divided into four categories: Architecture, Electrical Engineering, Structural Engineering, and SCADA Integration and Maintenance. Staff would monitor the contract limits to ensure expenditures remain within the City Council’s approved budget allocation.

Strategic Plan Goal(s):

- Goal No. 1 Financial Stability: Ensure the City’s long-term financial stability and resilience.
- Goal No. 4 Infrastructure: Maintain and improve the City’s physical infrastructure, water system, and recreational spaces.
- Goal No. 5 High Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendations:

1. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with John Kaliski Architects for as-needed Architectural Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by

the City Attorney.

2. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Environ Architecture, Incorporated for as-needed Architectural Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
3. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Kardent for as-needed Architectural Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
4. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with IMEG Consultants Corporation for as-needed Structural and Electrical Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
5. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with IDS Group for as-needed Structural and Electrical Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
6. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Borrelli And Associates, Incorporated for as-needed Electrical Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
7. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with SOFFA Electric, Incorporated for as-needed SCADA System Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
8. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Freedom Automation, Incorporated for as-needed SCADA System Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
9. Authorize the City Manager to enter into a two-year and nine-month Professional Consultant Services Agreement with Power-Tech Engineers, Incorporated for as-needed SCADA System Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.

Fiscal Impact:

The proposed contract not-to-exceed for each on-call agreement is \$100,000. If approved, staff would oversee and manage each agreement based on the tasks requested from the firms. When the City requires specific services, staff would solicit proposals from firms within the relevant service

category. Each approved task will define the scope of services, timeline, and a not-to-exceed cost.

Funding for tasks under the on-call agreements will be sourced from either the Public Works Operating Budget or the Capital Improvement Program (CIP) budget, depending on the nature of the task. For tasks related to Capital Improvement Projects, staff would use the respective project budgets, while routine departmental engineering support would use account number 100-91-5400, which has an adopted FY 2024-25 budget of \$325,000. Each department subdivision also has a contract support services account (5400) that may utilize the on-call contracts as needed. The adopted fiscal year budgets during the term of each contract will limit the total expenditures.

Background and Analysis:

The Public Works Department ensures that City-owned infrastructure and facilities, water services and capital improvement programs are designed, engineered, constructed, and maintained in a professional and safe condition. The Public Works Department maintains as-needed Contract Service Agreements with various professional consultants to provide supplemental staff support; this approach ensures timely project completion and maximizes cost efficiencies. Engineering services are essential for technical support, analysis, and documentation for both scheduled Capital Improvement Projects and routine departmental engineering needs.

On July 7, 2024, the City Council awarded 25 contracts to qualified firms to provide professional on-call engineering services in the following areas of expertise:

- City Engineer Services
- General Civil Engineering Services
- City Traffic Engineering Services
- Geotechnical Engineering and Material Testing Services
- Land Surveying Services
- Structural Engineering Services
- Landscape Architecture Services
- Water Engineering Services
- Program and Project Management Services
- Construction Management and Construction Inspection Services

By utilizing on-call consultants, the City can effectively manage costs as workloads fluctuate with development or project-related activity. Given the complexity of various upcoming and current Capital Improvement Projects, such as the Civic Center Master, and the Gundry Reservoir Roof Replacement and Rehabilitation Project, the Public Works Department recommends seeking additional consultant services proficient and experienced in architectural, electrical, structural and SCADA integration to support the engineering division in these projects and other related tasks.

RFP Circulation Process:

On August 2, 2024, staff issued a Request for Proposals (RFP) to provide on-call engineering services in the following categories:

- Architecture
- Electrical Engineering
- Structural Engineering
- SCADA Integration, Maintenance, & Technical Support Services

The City posted the RFP on PlanetBids and the City’s website and displayed public notices at specific locations, as required by Signal Hill Municipal Code Section 1.08.010. The City notified a total of 68 prospective proposers through PlanetBids, all of whom downloaded the contract documents. The City listed the due date for the proposals as August 23, 2024.

Proposal Opening:

The City received a total of 13 proposals, listed below, before the deadline of August 23, 2024:

KWWA Architecture	IMEG Consultants Corp.
John Wyka Architecture	Power-Tech Engineers, Inc
BOA Architecture	Borrelli And Associates, Inc.
John Kaliski Architects	SOFFA Electric, Inc.
IDS Group	Freedom Automation, Inc.
Environ Architecture, Inc.	Power-Tech Engineers, Inc
Kardent	

Per the RFP documents, proposers could respond to one or multiple categories based on experience and qualifications. The number of proposals the City received per category are as follows:

Category	Number of proposals received
1 Architecture	7
2 Electrical Engineering	4
3 Structural Engineering	3
4 SCADA Integration, Maintenance, & Technical Support Services	3

Evaluation Process:

The City’s Selection Committee (consisting of the Public Works Director, Associate Engineer, and Contracts Manager) evaluated the proposals using the following criteria:

Qualifications and Experience of the Firm: Relevant experience in similar work and a record of successful results. The firm’s ability to accomplish the following: take on additional work; demonstrated understanding of the City’s goals and purpose for this project; specific management approach and how the firm proposes to achieve the project’s time goals; how well the firm’s organizational structure shows sufficient depth for its present workload; and the firm’s ability to offer the breadth and quality of services required for the project. Criteria weight (20%).

Qualification and Experience of the Personnel Assigned to the Project Team: The qualifications of the project team members assigned as leads for the majority of the proposed work will be evaluated. Considerations include the qualifications of key personnel, the individual experience and

qualifications of project team members, the project manager’s experience, and the individual experience and qualifications of sub-consultants. Criteria weight (30%).

Project Approach: The City’s evaluation focused on the firm’s ability to meet the requirements outlined in the RFP, including demonstrated effort to complete project task orders efficiently and accurately. The firm must also respond to City’s task orders within five (5) business days. Criteria weight (25%).

Project Management: The proposer’s plan for communication, project management approach and quality control and assurance will be a key component towards ensuring the success of the design, project management (PM) or construction management (CM) project. Criteria weight (25%).

Consultant Selection:

After careful evaluation, the City’s Selection Committee determined a total of nine (9) firms to be the most qualified for the following categories:

Category		Number of proposals received
1	Architecture	John Kaliski Architects
		Environ Architecture, Inc.
		Kardent
2	Electrical Engineering	Borrelli And Associates, Inc.
		IMEG Consultants Corp.
		IDS Group
3	Structural Engineering	IMEG Consultants Corp.
		IDS Group
4	SCADA Integration, Maintenance, & Technical Support Services	SOFFA Electric, Inc.
		Freedom Automation, Inc.
		Power-Tech Engineers, Inc

Staff conducted reference checks and confirmed that all selected firms possess the experience required for the work under this agreement. The selected firms demonstrated the best detailed project approach, provided examples of recently completed similar projects, and demonstrated expertise in their respective areas.

The proposed agreements would enable the Public Works Department to secure timely professional services, augment staff roles, and provide essential support throughout the agreement terms. The amount of work assigned to consultants would depend on City priorities, specific service needs, and funding availability. Based on the services required, City staff will direct the appropriate consultant to complete a task per the agreement’s scope of work and assigned rates.

If approved by the City Council, each professional on-call service contract would be effective September 30, 2024, and serve for a term of two years and nine months with an annual not-to-exceed contract amount of \$100,000.

Staff recommends the City Council authorize the City Manager to award professional services contracts to the nine identified firms from September 30, 2024, through June 30, 2027, with an

9/24/2024

annual not-to exceed contract amount of \$100,000 per firm.

Reviewed for Fiscal Impact:

Sharon del Rosario

Attachments:

- A. Professional Consultant Services Agreement with John Kaliski Architects
- B. Professional Consultant Services Agreement with Environ Architecture
- C. Professional Consultant Services Agreement with Kardent
- D. Professional Consultant Services Agreement with IMEG Consultants Corporation
- E. Professional Consultant Services Agreement with IDS Group
- F. Professional Consultant Services Agreement with Borrelli and Associates, Incorporated
- G. Professional Consultant Services Agreement with SOFFA Electric, Incorporated
- H. Professional Consultant Services Agreement with Freedom Automation, Incorporated
- I. Professional Consultant Services Agreement with Power-Tech Engineers, Incorporated

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24 day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **John Kaliski Architects**, a **California Corporation**, with its principal place of business at **3780 Wilshire Blvd., Suite 500, Los Angeles, CA 90010** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Architecture** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional architecture consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional architecture consulting services for the **On Call Architecture Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On Call Architecture** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024 to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: John Kaliski, President.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

(BB&K 2019)

55136.00200\31918793.1

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(BB&K 2019)

55136.00200\31918793.1

-4-

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(BB&K 2019)

55136.00200\31918793.1

-5-

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **John Kaliski Architects, Incorporated**
3780 Wilshire Blvd., Suite 500
Los Angeles, CA 90010
ATTN: **John Kaliski, President**

City: City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

(BB&K 2019)

55136.00200\31918793.1

-7-

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

(BB&K 2019)

55136.00200\31918793.1

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Professional Consulting Services at as needed basis for various duties assigned by the Public Works Director. Services will include the following:

1. Prepare architectural plans and specifications signed by a registered Architect.
2. Architectural Engineering Services – These include but are not limited to public works architectural design, building and interior design, planning, sustainability design, energy analysis, structures design, seismic analysis and design, facility evaluation, environmental compliance, accessibility compliance, building measurement, code compliance, zoning process assistance, preparing documents in compliance with all applicable regulatory agency standards, alternative analysis, feasibility studies, risk analysis, project management, value engineering. These services include the preparation of plans, specifications and estimates. Plans include architecture plans, building space and site optimization plans, grading plans, hydrology, sewer, structural, electrical, mechanical and landscape architecture plans. Consultant shall provide 30%, 60%, 90%, 100% and Final plans for the City's review and approval.
3. Plumbing, Electrical and HVAC Design – These services include but are not limited to electrical design, lighting design, plumbing design, HVAC and control systems design.
4. The development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for architectural related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
5. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
6. Provide construction phase engineering design services, inspection and quality assurance support for the execution of architectural related projects.
7. Prepare grant applications in support of Architectural related projects and activities.
8. Consulting and design advice for projects related to the City's Civic Center Master Plan.
9. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
10. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
11. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
12. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
 - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
 - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
 - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task ("**Task Budget**");

- An explanation of how the cost was determined; and
 - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
- C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

John Kaliski, FAIA, NCARB - Managing Principal
Chris Sullivan, Associate AIA - Architectural Senior Associate
Ameesha Bhatt, LEED AP ND - Senior Project Manager, Urban Design

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: September 30, 2024 – June 30, 2027

Professional Service Rates

Principal	\$250/hour
Associate	\$170/hour
Senior Project Manager	\$150/hour
Project Manager	\$140/hour
Job Captain	\$120/hour
Senior Designer	\$110/hour
Designer II	\$105/hour
Designer I	\$95/hour
Senior Administrator	\$120/hour
Administrator	\$75/hour
Intern	\$75/hour

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) **Pollution Liability:** Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 **Insurance Endorsements.** Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability and Pollution Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Automobile Liability:**

(C) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 **Professional Liability (Errors & Omissions):**

(A) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Contractual Liability Exclusion Deleted:** This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 **Workers' Compensation:**

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24 day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **Environ Architecture, a California Corporation**, with its principal place of business at 100 Oceangate Suite P200, Long Beach CA 90802 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Architecture** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional architecture consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional architecture consulting services for the **On Call Architecture Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On Call Architecture** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024 to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Alan Burks, President.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

(BB&K 2019)

55136.00200\31918793.1

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(BB&K 2019)

55136.00200\31918793.1

-4-

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Environ Architecture, Inc. 100 Oceangate Suite P200 Long Beach, CA 90802 ATTN: Alan Burks, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

(BB&K 2019)

55136.00200\31918793.1

-7-

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

(BB&K 2019)

55136.00200\31918793.1

-8-

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Professional Consulting Services at as needed basis for various duties assigned by the Public Works Director. Services will include the following:

1. Prepare architectural plans and specifications signed by a registered Architect.
2. Architectural Engineering Services – These include but are not limited to public works architectural design, building and interior design, planning, sustainability design, energy analysis, structures design, seismic analysis and design, facility evaluation, environmental compliance, accessibility compliance, building measurement, code compliance, zoning process assistance, preparing documents in compliance with all applicable regulatory agency standards, alternative analysis, feasibility studies, risk analysis, project management, value engineering. These services include the preparation of plans, specifications and estimates. Plans include architecture plans, building space and site optimization plans, grading plans, hydrology, sewer, structural, electrical, mechanical and landscape architecture plans. Consultant shall provide 30%, 60%, 90%, 100% and Final plans for the City's review and approval.
3. Plumbing, Electrical and HVAC Design – These services include but are not limited to electrical design, lighting design, plumbing design, HVAC and control systems design.
4. The development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for architectural related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
5. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
6. Provide construction phase engineering design services, inspection and quality assurance support for the execution of architectural related projects.
7. Prepare grant applications in support of Architectural related projects and activities.
8. Consulting and design advice for projects related to the City's Civic Center Master Plan.
9. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
10. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
11. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
12. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
 - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
 - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
 - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task ("**Task Budget**");

- An explanation of how the cost was determined; and
 - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
- C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

ORGANIZATION CHART



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

- Project Scoping and programming
- Community Outreach
- Project Management
- Architectural Design (All Phases)
- Landscape design
- Interior Design
- Space Planning
- Furniture Selection
- Bidding
- Contract Administration
- Project Close - out

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: September 30, 2024 – June 30, 2027

Hourly Rates:	
Principal Architect	\$250.00
Design Principal	\$200.00
Arch III / Des III	\$190.00
Arch II / Des II	\$180.00
Arch I / Des I	\$150.00
Clerical	\$120.00

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) **Pollution Liability:** Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability and Pollution Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Automobile Liability:**

(C) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 **Professional Liability (Errors & Omissions):**

(A) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Contractual Liability Exclusion Deleted:** This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 **Workers' Compensation:**

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24 day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **Kardent, a California Corporation**, with its principal place of business at **11 Golden Shore #540, Long Beach, CA 90802** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Architecture** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional architecture consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional architecture consulting services for the **On Call Architecture Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On Call Architecture** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024 to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Jodi Reese, President.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

(BB&K 2019)

55136.00200\31918793.1

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(BB&K 2019)

55136.00200\31918793.1

-4-

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(BB&K 2019)

55136.00200\31918793.1

-5-

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Kardent 11 Golden Shore #540 Long Beach, CA 90802 ATTN: Jodi Reese, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

(BB&K 2019)

55136.00200\31918793.1

-7-

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

(BB&K 2019)

55136.00200\31918793.1

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

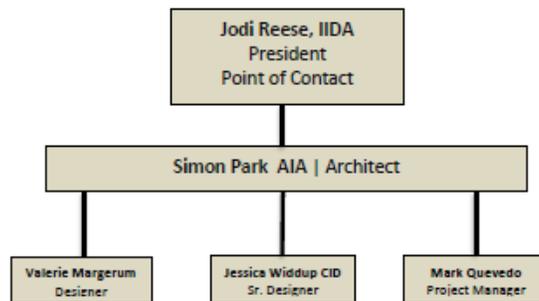
By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Professional Consulting Services at as needed basis for various duties assigned by the Public Works Director. Services will include the following:

1. Prepare architectural plans and specifications signed by a registered Architect.
2. Architectural Engineering Services – These include but are not limited to public works architectural design, building and interior design, planning, sustainability design, energy analysis, structures design, seismic analysis and design, facility evaluation, environmental compliance, accessibility compliance, building measurement, code compliance, zoning process assistance, preparing documents in compliance with all applicable regulatory agency standards, alternative analysis, feasibility studies, risk analysis, project management, value engineering. These services include the preparation of plans, specifications and estimates. Plans include architecture plans, building space and site optimization plans, grading plans, hydrology, sewer, structural, electrical, mechanical and landscape architecture plans. Consultant shall provide 30%, 60%, 90%, 100% and Final plans for the City's review and approval.
3. Plumbing, Electrical and HVAC Design – These services include but are not limited to electrical design, lighting design, plumbing design, HVAC and control systems design.
4. The development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for architectural related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
5. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
6. Provide construction phase engineering design services, inspection and quality assurance support for the execution of architectural related projects.
7. Prepare grant applications in support of Architectural related projects and activities.
8. Consulting and design advice for projects related to the City's Civic Center Master Plan.
9. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
10. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
11. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
12. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
 - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
 - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
 - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task ("**Task Budget**");

- An explanation of how the cost was determined; and
 - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
- C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

Field Survey | As-Built CAD

Review available record documents of each location and conduct field surveys of each site that include Base Building Shell, Core and Architectural Interiors of each area of work. Engineers to verify the existing structural and electrical engineering to create AutoCAD files necessary for preparing project drawings and documentation. Kardent to review each site for ADA Accessibility and confirm if they are currently code compliant.

Design Development

Conduct meetings with each department contact as well as the project-team members to review all programming requirements, efficiencies, workflow, and client-experience intentions. Outline all outside vendors and consultants (i.e., Audio Visual, Furniture Dealerships, etc.), review any previously developed plans and specifications. Develop preliminary floor plans, elevations, imagery and renderings of proposed improvements to share with the project team.

- a) Attending meetings via Digital Platform (i.e., Teams/ Zoom) or in person at jobsite.
- b) Leading internal and external project team members and coordinate with consultants on deliverables and schedule.
- c) Coordinating with City Agencies, including Building, Fire and Planning Departments on preliminary reviews and update Client.
- d) Working with City Project Manager on updates and tasks requested that may be specific to this project.

Construction Documents

Complete Construction Documents illustrating all project-specific areas that address all required architectural elements such as

- Cover Sheet Indicating all Required Project Information
- General Notes and Conditions
- Occupancy / Egress and Accessibility Plans
- Demolition Plan to indicate all items to be removed.
- Partition Plan that indicates all new partitions, glazing, frames, doors, and custom cabinetry locations.
- Power and Data Plan indicating locations of all existing and new receptacle and conduit locations.
- Reflected Ceiling Plan illustrating existing and new ceiling types, any existing and all new LED lighting, controls, and specifications.
- Finish Plan indicating new Floor, Wall, and Custom Cabinetry finish specifications.
- Elevations Sheet illustrating architectural elevations of new glazing, ceiling elements, custom cabinetry, and any other new architectural elements.
- Construction Detail Sheet providing detailed sections of all partition connections, door & frame, mounting heights, lighting attachments and ceiling seismic connections,
- Electrical Engineering illustrating existing new electrical and data locations, updated panel schedules, new lighting, controls and specifications, Title 24 Calculations.
- Structural Engineering providing details and calculations as necessary for new Digital AV Wall.

Permit/Plan Check Submittal

Submitting Construction Documents and Plan Check Applications to City of Signal Hill Building and Fire Agencies in order obtain (RTI) for General Contractor to pull permit for construction. Plan check fees are not included and if required to be paid by Kardent will be issued back to client as reimbursable expense. Typically, City Agencies will pay fees internally.

Construction Administration

Reporting to City project managers...who has ultimate project/construction-management responsibility and authority for any given project...the Project Team will meet at jobsite for initial construction kick-off meeting. Led by the City's Project Manager, and supported by the Architect, the team finds consensus related to frequency of meetings (weekly vs bi-weekly, and in-person vs online), and other leadership and Project Team roles and responsibilities, including answering and satisfying all contractor's Request for Information (RFI) in a timely manner, reviewing material and finishes, and other submittals in accordance with the construction documents prior to ordering.

Project team, led by Architect and City's Project Manager, to walk jobsite for deficiencies and completions. At completion of construction, Architect to develop and coordinate a Punch-List of substandard items to be addressed and completed by the contractor prior to final payment/sign off by the City's Project Manager, can be obtained.

Consultant Coordination

KARDENT to provide design consult coordination, led, and supported, by the City's Project Manager, with all project-specific consultants and vendors, as well as City vendors.

As project Team Leader, and under the direction of the City's Project Manager, KARDENT will coordinate access to project building(s), including; reviewing design as required for each project, coordinating schedule and deliverables for City Project Manager, issuing CAD backgrounds and Building Standard Specifications for their use, reviewing completed Engineering Drawings in accordance with Architectural, gathering plans, applications for plan check and issuing corrections as necessary to obtain RTI from City Building Agencies. Architect will also distribute engineering submittals and RFI's to engineers during construction and distributing responses back to project team, and City's Project Manager.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: September 30, 2024 – June 30, 2027

<i>Architect - Kardent</i>	
Principal	\$225
Architect of Record	\$225
Sr. Project Manager	\$195
Project Manager I	\$185
Project Manager II	\$165
Construction Manager	\$175
Sr. Designer/Project Manager	\$140
Designer I	\$120
Designer II	\$110
Technical Staff	\$95

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) **Pollution Liability:** Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability and Pollution Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Automobile Liability:**

(C) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 **Professional Liability (Errors & Omissions):**

(A) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Contractual Liability Exclusion Deleted:** This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 **Workers' Compensation:**

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24 day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **IMEG Consultants Corp.**, an Illinois **Corporation**, with its principal place of business at 623 26TH Avenue, Rock Island, IL 61201 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Structural and Electrical Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional architecture consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional architecture consulting services for the **On-Call Structural and Electrical Engineering** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Structural and Electrical Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024 to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Nestor Ignacio, Principal.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

(BB&K 2019)

55136.00200\31918793.1

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(BB&K 2019)

55136.00200\31918793.1

-4-

3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(BB&K 2019)

55136.00200\31918793.1

-5-

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: IMEG Consultants Corp.
 623 26th Avenue,
 Rock Island, IL 61201
 ATTN: **Nestor Ignacio, Principal**

City: City of Signal Hill
 2175 Cherry Avenue
 Signal Hill, CA 90755
 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Professional Consulting Services at as needed basis for various duties assigned by the Public Works Director. Services will include the following:

1. Prepare electrical design calculations plans and specifications signed by a registered Electrical Engineer.
2. Electrical Engineering Services – These include but are not limited to pump stations, pressure reducing stations, interconnections, electrical systems for City facilities, building rewiring, generator projects for City facilities, street and park lighting. Consultant shall provide 30%, 60%, 90%, 100% and Final plans for the City's review and approval.
3. The development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for electrical engineering related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
4. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
5. Provide construction phase engineering design services, inspection and quality assurance support for the execution of electrical related projects.
6. Prepare grant applications in support of Electrical related projects and activities.
7. Prepare structural design calculations plans and specifications signed by a registered Structural Engineer.
8. Provide structural engineering studies, investigations and design for various capital improvement projects, including but not limited to, city facilities, footings, retaining walls, foundations, structural and seismic evaluations, seismic retrofits, concrete vaults, water treatment facilities, pump stations, and rehabilitation and miscellaneous design elements. Consultant shall provide 30%, 60%, 90%, 100% and Final plans for the City's review and approval.
9. The development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for electrical engineering related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
10. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
11. Provide construction phase engineering design services, inspection and quality assurance support for the execution of structural related projects.
12. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
13. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
14. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
15. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
 - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be

- performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Following receipt of the Request, the Consultant shall prepare a “**Task Proposal**” that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
 - A written description of the requested task (“**Task Description**”) including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task (“**Task Budget**”);
 - An explanation of how the cost was determined; and
 - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
 - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
 - D. The task shall be performed at a cost not exceeding the Task Budget.
 - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
 - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
 - G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

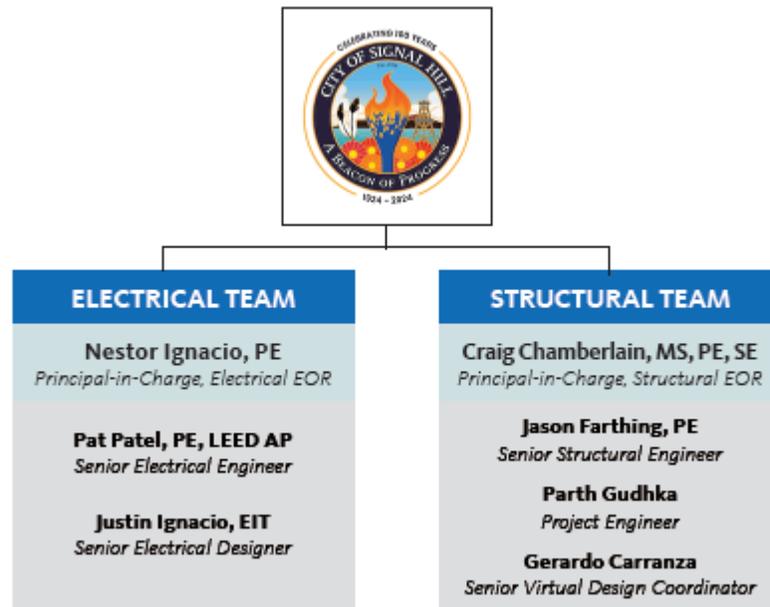


EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: September 30, 2024 – June 30, 2027

IMEG STANDARD HOURLY RATES	
Discipline/Service: Structural, MEP, Technology, Commissioning, Medical Equipment Planning	
Role	Rate
Senior Client Exec/Senior Market Director/VP	\$335
Client Executive/Market Director	\$300
Project Executive	\$275
Senior Project Manager 2	\$250
Senior Project Manager 1	\$215
Engineer of Distinction	\$260
Senior (Engineer/Planner/Consultant) 3	\$250
Senior (Engineer/Planner/Consultant) 2	\$215
Senior (Engineer/Planner/Consultant) 1	\$195
Project (Engineer/Consultant) 2	\$175
Project (Engineer/Consultant) 1	\$165
Graduate (Designer/Consultant/Planner/Authority/Analyst) 2	\$140
Graduate (Designer/Consultant/Planner/Authority/Analyst) 1	\$125
Designer of Distinction	\$225
Senior (Designer/Authority/Consultant) 3	\$205
Senior (Designer/Authority/Consultant) 2	\$200
Senior (Designer/Authority/Consultant) 1	\$180
Project (Designer/Authority/Consultant) 2	\$165
Project (Designer/Authority/Consultant) 1	\$155
Designer (Authority/Analyst) 2	\$130
Designer (Authority/Analyst) 1	\$120
Design Technician 2	\$105
Design Technician 1/Intern	\$100
Senior Construction Administrator	\$195
Construction Administrator	\$160
Senior Virtual Design Coordinator 2	\$150
Senior Virtual Design Coordinator 1	\$140
Virtual Design Coordinator 2	\$135
Virtual Design Coordinator 1	\$120
Virtual Design Technician	\$105
Administrative Assistant	\$95

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) **Pollution Liability:** Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability and Pollution Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Automobile Liability:**

(C) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 **Professional Liability (Errors & Omissions):**

(A) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Contractual Liability Exclusion Deleted:** This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 **Workers' Compensation:**

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24 day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **IDS Group, Incorporated**, a **California Corporation**, with its principal place of business at 1 Peters Canyon Rd., Suite 130, Irvine CA 92606 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Structural and Electrical Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional architecture consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional architecture consulting services for the **On-Call Structural and Electrical Engineering** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Structural and Electrical Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024 to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Said Himly, Principal.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

(BB&K 2019)

55136.00200\31918793.1

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(BB&K 2019)

55136.00200\31918793.1

-4-

3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(BB&K 2019)

55136.00200\31918793.1

-5-

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	IDS Group, Inc. 1 Peters Canyon Rd., Suite 130 Irvine CA 92606 ATTN: Said Himly, Principal
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

(BB&K 2019)

55136.00200\31918793.1

-7-

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

(BB&K 2019)

55136.00200\31918793.1

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Professional Consulting Services at as needed basis for various duties assigned by the Public Works Director. Services will include the following:

1. Prepare electrical design calculations plans and specifications signed by a registered Electrical Engineer.
2. Electrical Engineering Services – These include but are not limited to pump stations, pressure reducing stations, interconnections, electrical systems for City facilities, building rewiring, generator projects for City facilities, street and park lighting. Consultant shall provide 30%, 60%, 90%, 100% and Final plans for the City's review and approval.
3. The development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for electrical engineering related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
4. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
5. Provide construction phase engineering design services, inspection and quality assurance support for the execution of electrical related projects.
6. Prepare grant applications in support of Electrical related projects and activities.
7. Prepare structural design calculations plans and specifications signed by a registered Structural Engineer.
8. Provide structural engineering studies, investigations and design for various capital improvement projects, including but not limited to, city facilities, footings, retaining walls, foundations, structural and seismic evaluations, seismic retrofits, concrete vaults, water treatment facilities, pump stations, and rehabilitation and miscellaneous design elements. Consultant shall provide 30%, 60%, 90%, 100% and Final plans for the City's review and approval.
9. The development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for electrical engineering related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
10. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
11. Provide construction phase engineering design services, inspection and quality assurance support for the execution of structural related projects.
12. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
13. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
14. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
15. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
 - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be

- performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Following receipt of the Request, the Consultant shall prepare a “**Task Proposal**” that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
 - A written description of the requested task (“**Task Description**”) including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task (“**Task Budget**”);
 - An explanation of how the cost was determined; and
 - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
 - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
 - D. The task shall be performed at a cost not exceeding the Task Budget.
 - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
 - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
 - G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

Organization Chart

The IDS staffing plan is based on our extensive experience providing A/E services for public agencies. Our flexible organizational infrastructure allows IDS to meet any project’s technical and schedule challenges by assigning the appropriate members with specific qualifications and experience to match project scope requirements and time schedule. The IDS team listed, have worked on projects with similar scope of work. The following pages include our organization chart and team experience.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

IDS electrical engineering for on-call assignments include but not limited to plans and specifications, basis of design, studies, facility condition assessments and field investigations for the following projects types:

- High voltage: overhead and underground primary and secondary electrical distribution
- UPS and emergency power systems
- Building, Street and area lighting
- Building electrical systems which include lighting, power systems, heating and ventilating controls
- Building Management Systems (BMS)
- Intercom, public address and security systems
- Fire and Life Safety systems
- Telephone and data communication systems (CCTV)
- Engineering design services, including seismic
- Assessment of existing facilities, including seismic
- Repairs, modifications/ alterations, upgrades or replacements
- Peer Review, design review and plan checking services
- Constructability and value engineering
- Forensic and insurance investigations
- Risk assessment and reduction
- Structural Engineering Services proposals
- Program and construction management

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: September 30, 2024 – June 30, 2027

Title - Association	Hourly Rate
Principal	\$248
Associate Principal	\$233
Senior Project Manager Associate	\$224
Senior Planner	\$224
QA/QC Manager	\$224
Registered Architect Engineer	\$209
Project Manager	\$209
Senior Architect Engineer	\$196
Senior Cost Estimator	\$186
Project Architect Engineer	\$186
Senior Designer	\$180
Designer Architect Engineer	\$170
Survey Manager	\$250
Project Surveyor	\$190
1-Man Survey Crew	\$225
2-Man Survey Crew	\$350
3-Man Survey Crew	\$485
Specifications Writer	\$170
Engineering Designer - BIM	\$147
Architectural Job Captain Designer	\$140
CAD Drafting Engineer Architect	\$125
Office Administration	\$77

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) **Pollution Liability:** Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability and Pollution Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Automobile Liability:**

(C) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 **Professional Liability (Errors & Omissions):**

(A) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Contractual Liability Exclusion Deleted:** This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 **Workers' Compensation:**

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24 day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755 ("City") and **Borelli and Associates, Incorporated**, a **California Corporation**, with its principal place of business at 2032 N. Gateway Boulevard, Fresno, CA 93727 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Electrical Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional architecture consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional architecture consulting services for the **On Call Electrical Engineering** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Electrical Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024, to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: John Borelli, President.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

(BB&K 2019)

55136.00200\31918793.1

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(BB&K 2019)

55136.00200\31918793.1

-4-

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(BB&K 2019)

55136.00200\31918793.1

-5-

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Borelli and Associates, Inc.
2032 N. Gateway Blvd.
Fresno, CA 93727
ATTN: John Borelli, President

City: City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

(BB&K 2019)

55136.00200\31918793.1

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Professional Consulting Services at as needed basis for various duties assigned by the Public Works Director. Services will include the following:

1. Prepare electrical design calculations plans and specifications signed by a registered Electrical Engineer.
2. Electrical Engineering Services – These include but are not limited to pump stations, pressure reducing stations, interconnections, electrical systems for City facilities, building rewiring, generator projects for City facilities, street and park lighting. Consultant shall provide 30%, 60%, 90%, 100% and Final plans for the City's review and approval.
3. The development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for electrical engineering related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
4. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
5. Provide construction phase engineering design services, inspection and quality assurance support for the execution of electrical related projects.
6. Prepare grant applications in support of Electrical related projects and activities.
7. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
8. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
9. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
10. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
 - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
 - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
 - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task ("**Task Budget**");
 - An explanation of how the cost was determined; and
 - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
 - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
 - D. The task shall be performed at a cost not exceeding the Task Budget.
 - E. All work product is subject to review and acceptance by the City and must be revised

by the Consultant without additional charge to the City until found satisfactory and accepted by City.

- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

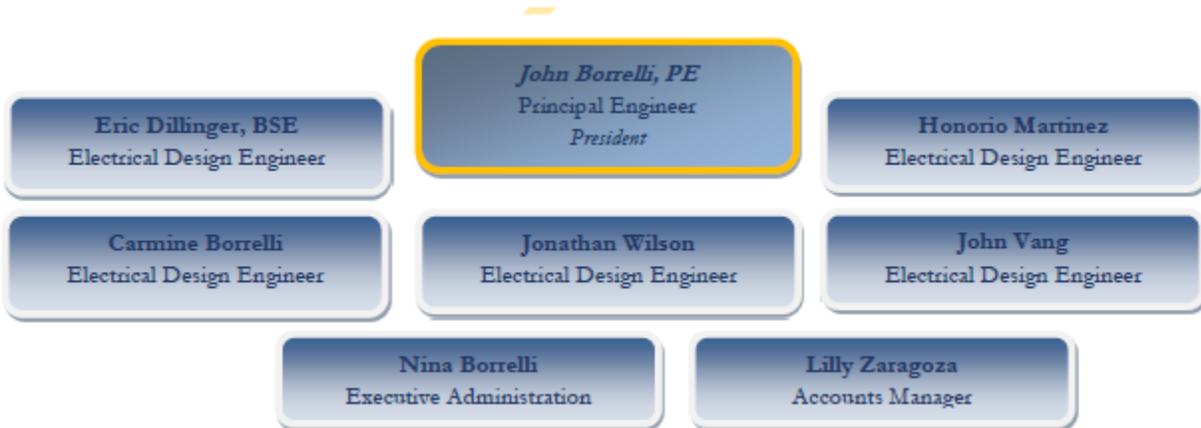


EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: September 30, 2024 – June 30, 2027

Principal Electrical Engineer.....	\$185.00
Senior Electrical Engineer.....	\$175.00
Project Manager.....	\$145.00
Designer.....	\$125.00
Drafting Technician.....	\$ 85.00
Clerical.....	\$ 80.00
Specifications Writer.....	\$110.00
Construction Administration.....	\$105.00
Intern.....	\$55.00
Financial Management.....	\$ 110.00

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) **Pollution Liability:** Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability and Pollution Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Automobile Liability:**

(C) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 **Professional Liability (Errors & Omissions):**

(A) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Contractual Liability Exclusion Deleted:** This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 **Workers' Compensation:**

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24 day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **Soffa Electric, Incorporated, a California Corporation**, with its principal place of business at 5901 Corvette Street, Commerce, CA 90040 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call SCADA Integration, Maintenance & Technical Support** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional architecture consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional architecture consulting services for the **On-Call SCADA Integration, Maintenance & Technical Support** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call SCADA Integration, Maintenance & Technical Support** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024 to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Salib, Mansour, Vice President.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

(BB&K 2019)

55136.00200\31918793.1

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(BB&K 2019)

55136.00200\31918793.1

-4-

3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(BB&K 2019)

55136.00200\31918793.1

-5-

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **Soffa Electric, Incorporated**
5901 Corvette Street
Commerce, CA 90040
ATTN: Salib Mansour, Vice President

City: City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

(BB&K 2019)

55136.00200\31918793.1

-7-

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

(BB&K 2019)

55136.00200\31918793.1

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Professional Consulting Services at as needed basis for various duties assigned by the Public Works Director. Services will include the following:

1. Provide integration, programming, troubleshooting, and controls support for the Signal Hill Water Division including 24-hour emergency response (2-hour response time).
2. Conduct a citywide SCADA System assessment (hardware and software components) for water control. This assessment will evaluate the existing communication protocols, hardware components, and software platforms. Following the assessment, the consultant shall develop a plan detailing the required preventative maintenance and equipment replacement equipment, including wiring, switches, power supply, PLC's, I/O's and other cabinet instrumentation.
3. Create backups, store programs, rewrite I/O's, manage tags, manage control narratives, and handle other related data utilizing applicable software to engage/communicate with active and legacy systems (i.e. Proworx 32, DirectSoft, etc.)
4. Perform system design, installation, programming, configuration, and integration tasks related to the City' existing SCADA System. Projects include sensor and device integration for monitoring waterflow and pressure; data acquisition and analysis to identify leaks and system anomalies; and implementing automated control strategies for water distribution.
5. Review and implement the recommendations from the City's latest Water Master Plan.
6. Development, install, and manage the ICS SCADA System.
7. Update visualization tools to display actual real-time water system data, trends and charts. This new update should include alarm and notification setups to alert the Water Division staff of critical conditions such as identifying leaks, detecting anomalies and notifying of upcoming maintenance needs.
8. Assist in the development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for SCADA related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
9. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
10. Provide construction phase support services, inspection and quality assurance support for the execution of SCADA related projects.
11. Prepare grant applications in support of water system related projects and activities.
12. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
13. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
14. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
15. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
 - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in

- conformity with all provisions of this Agreement.
- B. Following receipt of the Request, the Consultant shall prepare a “**Task Proposal**” that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
- A written description of the requested task (“**Task Description**”) including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task (“**Task Budget**”);
 - An explanation of how the cost was determined; and
 - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
- C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Any personnel substitutions shall be approved by the Public Works Director.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: September 30, 2024 – June 30, 2027

Professional Services	Standard Rate	Overtime Rate	Premium Services Rate	Travel Time Rate
Shop Wiring Technician	\$75.00	\$112.50	\$150.00	N/A
Field Technician	\$135.00	\$ 202.50	\$270.00	\$55.00
Project Manager	\$185.00	\$277.50	\$350.00	\$95.00
Instrumentation Specialist	\$185.00	\$277.50	\$350.00	\$95.00
Control System Engineer	\$185.00	\$277.50	\$350.00	\$95.00
PLC/SCADA Programmer	\$205.00	\$307.50	\$390.00	\$105.00
Service Rate Definitions	M-F 7AM -5PM	M-F After 5 PM Sat 7AM-5PM After 8 HRs/Day	Sat After 5 PM Sun & Holidays	Any Day of the Week

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) **Pollution Liability:** Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability and Pollution Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Automobile Liability:**

(C) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 **Professional Liability (Errors & Omissions):**

(A) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Contractual Liability Exclusion Deleted:** This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 **Workers' Compensation:**

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24 day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **Freedom Automation, Incorporated**, a **California "S" Corporation**, with its principal place of business at 1334 N. Melrose Drive Suite D, Vista, CA 92083 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call SCADA Integration, Maintenance & Technical Support** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional architecture consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional architecture consulting services for the **On-Call SCADA Integration, Maintenance & Technical Support** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call SCADA Integration, Maintenance & Technical Support** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024, to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Dino Grillo, President.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

(BB&K 2019)

55136.00200\31918793.1

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(BB&K 2019)

55136.00200\31918793.1

-4-

3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(BB&K 2019)

55136.00200\31918793.1

-5-

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Freedom Automation, Inc. 1334 N. Melrose Drive Suite D Vista, CA 92083 ATTN: Dino Grillo, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

(BB&K 2019)

55136.00200\31918793.1

-7-

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Professional Consulting Services at as needed basis for various duties assigned by the Public Works Director. Services will include the following:

1. Provide integration, programming, troubleshooting, and controls support for the Signal Hill Water Division including 24-hour emergency response (2-hour response time).
2. Conduct a citywide SCADA System assessment (hardware and software components) for water control. This assessment will evaluate the existing communication protocols, hardware components, and software platforms. Following the assessment, the consultant shall develop a plan detailing the required preventative maintenance and equipment replacement equipment, including wiring, switches, power supply, PLC's, I/O's and other cabinet instrumentation.
3. Create backups, store programs, rewrite I/O's, manage tags, manage control narratives, and handle other related data utilizing applicable software to engage/communicate with active and legacy systems (i.e. Proworx 32, DirectSoft, etc.)
4. Perform system design, installation, programming, configuration, and integration tasks related to the City' existing SCADA System. Projects include sensor and device integration for monitoring waterflow and pressure; data acquisition and analysis to identify leaks and system anomalies; and implementing automated control strategies for water distribution.
5. Review and implement the recommendations from the City's latest Water Master Plan.
6. Development, install, and manage the ICS SCADA System.
7. Update visualization tools to display actual real-time water system data, trends and charts. This new update should include alarm and notification setups to alert the Water Division staff of critical conditions such as identifying leaks, detecting anomalies and notifying of upcoming maintenance needs.
8. Assist in the development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for SCADA related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
9. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
10. Provide construction phase support services, inspection and quality assurance support for the execution of SCADA related projects.
11. Prepare grant applications in support of water system related projects and activities.
12. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
13. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
14. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
15. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
 - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in

- conformity with all provisions of this Agreement.
- B. Following receipt of the Request, the Consultant shall prepare a “**Task Proposal**” that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
 - A written description of the requested task (“**Task Description**”) including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task (“**Task Budget**”);
 - An explanation of how the cost was determined; and
 - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
 - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
 - D. The task shall be performed at a cost not exceeding the Task Budget.
 - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
 - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
 - G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

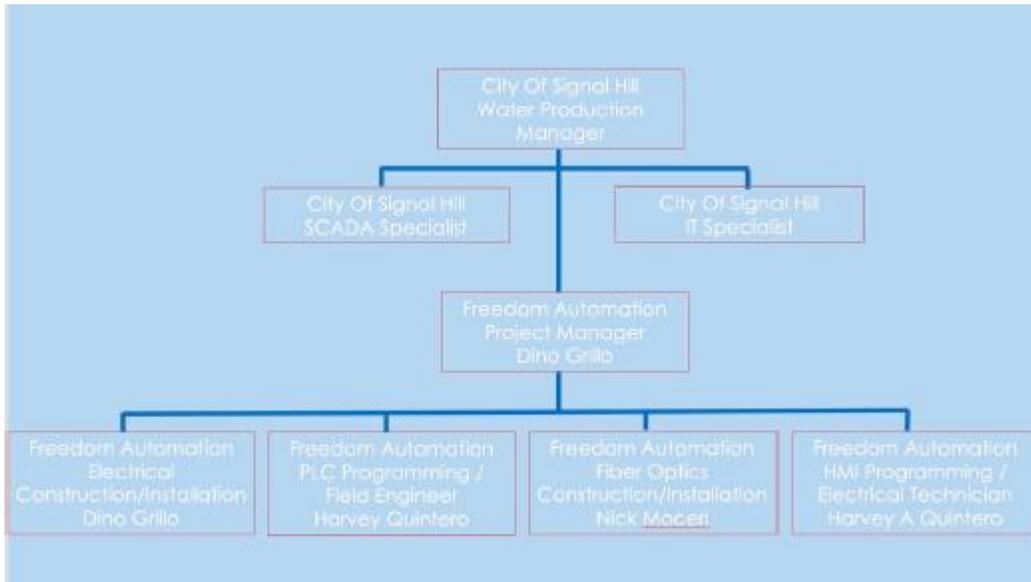


EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: September 30, 2024 – June 30, 2027

Business Consulting & System Design

Senior Consultant \$195/Hour

Consultant \$175/Hour

Automation Consulting & System Design

Senior Consultant \$195/Hour

Consultant \$175/Hour

Electical Services:

Journeyman Electrician \$195/Hour

Apprentice \$175/Hour

Panel Construction \$ 85/Hour

IT Support, Programming and Engineering:

Design Services \$195/Hour

Senior Programmer \$195/Hour

Programmer/Software Engineer \$175/Hour

Engineering Support \$165/Hour

Other Services:

IT Technician \$120/Hour

Jr Field Engineer/Programmer \$150/Hour

Drive Time \$ 60/Hour

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) **Pollution Liability:** Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability and Pollution Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Automobile Liability:**

(C) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 **Professional Liability (Errors & Omissions):**

(A) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) **Contractual Liability Exclusion Deleted:** This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 **Workers' Compensation:**

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **Power-Tech Engineers, Inc., a California Corporation**, with its principal place of business at 355 S. Lemon Avenue, Suite A, Walnut CA 91789 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call SCADA Integration, Maintenance & Technical Support** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional architecture consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional architecture consulting services for the **On-Call SCADA Integration, Maintenance & Technical Support** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call SCADA Integration, Maintenance & Technical Support** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024 to June 30th, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Victor M Rojas, President.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

(BB&K 2019)

55136.00200\31918793.1

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(BB&K 2019)

55136.00200\31918793.1

-4-

3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(BB&K 2019)

55136.00200\31918793.1

-5-

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Power-Tech Engineers, Inc. 355 S. Lemon Avenue, Suite A Walnut, CA 91789 ATTN: Victor M Rojas, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

(BB&K 2019)

55136.00200\31918793.1

-7-

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E Richardson
Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Professional Consulting Services at as needed basis for various duties assigned by the Public Works Director. Services will include the following:

1. Provide integration, programming, troubleshooting, and controls support for the Signal Hill Water Division including 24-hour emergency response (2-hour response time).
2. Conduct a citywide SCADA System assessment (hardware and software components) for water control. This assessment will evaluate the existing communication protocols, hardware components, and software platforms. Following the assessment, the consultant shall develop a plan detailing the required preventative maintenance and equipment replacement equipment, including wiring, switches, power supply, PLC's, I/O's and other cabinet instrumentation.
3. Create backups, store programs, rewrite I/O's, manage tags, manage control narratives, and handle other related data utilizing applicable software to engage/communicate with active and legacy systems (i.e. Proworx 32, DirectSoft, etc.)
4. Perform system design, installation, programming, configuration, and integration tasks related to the City' existing SCADA System. Projects include sensor and device integration for monitoring waterflow and pressure; data acquisition and analysis to identify leaks and system anomalies; and implementing automated control strategies for water distribution.
5. Review and implement the recommendations from the City's latest Water Master Plan.
6. Development, install, and manage the ICS SCADA System.
7. Update visualization tools to display actual real-time water system data, trends and charts. This new update should include alarm and notification setups to alert the Water Division staff of critical conditions such as identifying leaks, detecting anomalies and notifying of upcoming maintenance needs.
8. Assist in the development of conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for SCADA related projects and assist the City with planning the annual capital improvement program budget and schedule and preparation of RFP and NIB documents for project bidding phase.
9. All design work shall be conducted in compliance with all applicable Federal, State and local laws, codes and regulations.
10. Provide construction phase support services, inspection and quality assurance support for the execution of SCADA related projects.
11. Prepare grant applications in support of water system related projects and activities.
12. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
13. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
14. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
15. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
 - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in

- conformity with all provisions of this Agreement.
- B. Following receipt of the Request, the Consultant shall prepare a “**Task Proposal**” that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
 - A written description of the requested task (“**Task Description**”) including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
 - The costs to perform the task (“**Task Budget**”);
 - An explanation of how the cost was determined; and
 - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
 - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
 - D. The task shall be performed at a cost not exceeding the Task Budget.
 - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
 - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
 - G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

Name	Title
John Dennis, P.E.	Project Manager
Victor M. Rojas, P.E.	Lead Electrical Engineer
Carlos Molina	QA-QC/Scheduler
Ron Campos, P.E.	Lead Civil/Structural Engineer
Jonathan Ochoa	Lead CAD Tech
Francisco Leon	Protection & SAS Programming Specialist
Paul Shockley, P.E.	Lead Testing Engineer
Thomas Callahan	SCADA Design & Commissioning
Andres Acosta, PhD.	Structural Calculation Specialist
Jacky Wong, P.E.	Protection Coord, Calcs & Settings Specialist
Ivan Moran	Assistant Electrical Engineer
Luis Baque	Assistant Electrical Engineer
Sebastian	Assistant Civil Engineer
Staff	CAD Technician
Valerie Munoz	Project Admin/Doc Control
Staff	Clerical

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY COMPENSATION RATES.

Effective: September 30, 2024 – June 30, 2027

Title	Hourly Rate
Project Manager	\$220
Lead Electrical Engineer	\$215
QA-QC/Scheduler	\$160
Lead Civil/Structural Engineer	\$215
Lead CAD Tech	\$95
Protection & SAS Programming Specialist	\$175
Lead Testing Engineer	\$200
SCADA Design & Commissioning	\$165
Structural Calculation Specialist	\$200
Protection Coord, Calcs & Settings Specialist	\$215
Assistant Electrical Engineer	\$145
Assistant Electrical Engineer	\$145
Assistant Civil Engineer	\$135
CAD Technician	\$70
Project Admin/Doc Control	\$105
Clerical	\$75

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability and Pollution Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.



STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: SHARON DEL ROSARIO
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

SUBJECT: CONTRACT AMENDMENT REGISTER DATED SEPTEMBER 24, 2024

Summary:

The Contract Amendment Register is a listing of proposed contract amendments and project change orders eligible for streamlined processing based upon the following criteria as documented in the City's Purchasing Policy:

- The City Council authorized funds with the adopted fiscal year Operating Budget
- Staff are satisfied with the goods/services received to date, and
- The City Manager reviewed and approved each amendment for streamlined processing.

Staff is presenting three contract amendments for City Council consideration as follows:

- 1) Mariposa Landscapes, Incorporated: Maintenance services for citywide landscaping. The proposed Second Amendment would extend the term for an additional 90 days through December 30, 2024, and increase the contract not-to-exceed amount to \$665,236.43.
- 2) T.E. Roberts, Incorporated: On-call water infrastructure maintenance and repair services. The proposed First Amendment would extend the term through June 30, 2025, and restated annual compensation.
- 3) W.A. Rasic Construction, Incorporated: On-call water infrastructure maintenance and repair services. The proposed First Amendment would extend the term through June 30, 2025, adjust the rates of compensation and restated annual compensation.

Strategic Plan Goal(s):

9/24/2024

Goal No.1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize the Contract Amendment Register dated September 24, 2024.

Fiscal Impact:

The City Council has authorized funding as part of the adopted FY 2024-2025 Operating Budget related to the proposed contract amendment.

Attachments:

- A. Contract Amendment Register
- B. Mariposa Landscapes, Incorporated - Second Amendment
- C. T.E. Roberts, Incorporated - First Amendment
- D. W.A. Rasic Construction Company, Incorporated - First Amendment

CONTRACT AMENDMENT REGISTER

Contract No.	Dept.	Service	Vendor	RFP (Y/N) & Council Approval Date	Cooperative Purchasing (Y/N) & Source	Current Term and Expiration Date	Current Not-to-Exceed	Amendment / Change Order No.	Additional Term and Date	Additional Comp & CPI	New Not-to-Exceed	Funding Source	Adopted Budget
TERM AND COMPENSATION													
COMPENSATION ONLY													
1	Public Works	Landscape Maintenance Services	Mariposa Landscapes, Inc.	Y 9/13/2022	N	1 Year 10/1/2024	\$539,941	2	90 days 12/30/2024	\$125,295	\$665,236	100-94-5530	Yes
TERM ONLY													
1	Public Works	On-Call Water Infrastructure Maintenance and Repair Services	T.E. Roberts Inc.	Y 10/10/2023	N	1 Year 10/10/2024	200,000 Annually	1	06/30/2025	N/A	200,000 Annually	500-40-5560	Yes
2	Public Works	On-Call Water Infrastructure Maintenance and Repair Services	W.A. Rasic Construction Company, Inc.	Y 10/10/2023	N	1 Year 10/10/2024	200,000 Annually	1	06/30/2025	N/A	200,000 Annually (rates only)	500-40-5560	Yes
CHANGE ORDERS													

N/A: Not applicable

CITY OF SIGNAL HILL
SECOND AMENDMENT TO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Second Amendment to the Maintenance Services Agreement (“Second Amendment”) is entered into on the 24th day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 (“City”) and **Mariposa Landscapes, Inc.**, a California Corporation, with its principal place of business at 6232 Santos Diaz St., Irwindale, California 91702 (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Maintenance Services dated September 13, 2022, and expiring on October 1, 2023 (“Agreement”).

2.2 First Amendment. The Parties amended the Agreement on August 22, 2023, in order to expand the scope of services, increase the total compensation under the Agreement and to extend the term, thereby exercising the first of three optional one-year term extensions available under the Agreement (“First Amendment”).

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to extend the term for a period of 90 days to expire on December 30, 2024, and increase the total amount of compensation under the Agreement.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from October 1, 2022. to December 30, 2024 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than two additional one-year terms. In addition, and at City’s sole discretion, the term may be extended administratively by up to 90 calendar days with the approval of the City’s Director of Public Works. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.”

3.2 Payment of Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Sixty-Five Thousand Two Hundred Thirty-Six Dollars and Forty Three Cents (\$665,236.43)** over the term of the Agreement without written approval of the City

Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

MARIPOSA LANDSCAPES, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED]

ATTEST:

By: _____
Daritza Gonzalez
City Clerk

By: _____
[INSERT NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

CITY OF SIGNAL HILL
FIRST AMENDMENT TO
AGREEMENT FOR ON-CALL WATER INFRASTRUCTURE MAINTENANCE AND REPAIR
SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for On-Call Water Infrastructure Maintenance and Repair Services (“First Amendment”) is entered into on the 24th day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 (“City”) and **T.E. Roberts, Inc.**, a California Corporation, with its principal place of business at 17771 Mitchell North, Irvine, California 92614 (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for On-Call Water Infrastructure Maintenance and Repair Services dated October 10, 2023 and expiring on October 10, 2024 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire at the end of the fiscal year thereby exercising the first of three optional term extensions available under the Agreement, and to clarify that compensation under the Agreement refers to the total annual compensation paid to Contractor each year over the term of the Agreement.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from October 10, 2023, to June 30, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the effective date established in City’s notice to proceed.”

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two-**

Hundred Thousand Dollars (\$200,000) annually over the term of the Agreement without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

T.E. ROBERTS, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED]

ATTEST:

By: _____
Daritza Gonzalez
City Clerk

By: _____
[INSERT NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

CITY OF SIGNAL HILL
FIRST AMENDMENT TO
AGREEMENT FOR ON-CALL WATER INFRASTRUCTURE MAINTENANCE AND REPAIR
SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for On-Call Water Infrastructure Maintenance and Repair Services (“First Amendment”) is entered into on the 24th day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 (“City”) and **W.A. Rasic Construction Company, Inc.**, a California Corporation, with its principal place of business at 4150 Long Beach Blvd., Long Beach, California 90807 (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for On-Call Water Infrastructure Maintenance and Repair Services dated October 10, 2023, and expiring on October 10, 2024 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire at the end of the fiscal year thereby exercising the first of three optional term extensions available under the Agreement, to adjust the rates of compensation, and to clarify that compensation under the Agreement refers to the total annual compensation paid to Contractor each year over the term of the Agreement.

3. TERMS.

3.1 Time for Performance. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from October 10, 2023, to June 30, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the effective date established in City’s notice to proceed.”

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two-**

Hundred Thousand Dollars (\$200,000) annually over the term of the Agreement without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Rates of Compensation. Exhibit “C” of the Agreement is hereby amended in its entirety in the form of Attachment “1” to this First Amendment, attached hereto and incorporated herein by reference.

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

**W.A. RASIC CONSTRUCTION COMPANY,
INC.**

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED]

ATTEST:

By: _____
Daritza Gonzalez
City Clerk

By: _____
[INSERT NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

**ATTACHMENT "1" TO FIRST AMENDMENT TO
AGREEMENT FOR ON-CALL WATER INFRASTRUCTURE MAINTENANCE AND REPAIR
SERVICES**

EXHIBIT C



Southern California
Cost Plus Rates

COST PLUS RATES EFFECTIVE JULY 1, 2024 through JUNE 30, 2025

CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME	CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME
CARPENTERS					PROJECT MANAGEMENT				
General Foreman	CAGF	118.81	157.75	197.12	Project Administrator	PADM	67.72	87.09	108.99
Foreman	CAFM	115.86	153.36	191.32	Project Engineer 1	PEG1	99.48	128.39	157.82
Journeyman	CAJM	111.42	146.79	182.61	Project Engineer 2	PEG2	103.20	133.83	164.76
Apprentice - 8th Period (90%)	CAA8	103.99	135.78	168.01	Project Engineer 3	PEG3	112.48	147.42	182.68
CEMENT MASONS									
Foreman	CMFM	109.34	143.44	177.98	Project Engineer 4	PEG4	133.83	177.52	221.52
Journeyman Commercial	CMJC	104.91	136.87	169.28	Superintendent	PMSP	180.57	232.07	283.99
Journeyman Light Commercial	CMJL	96.37	126.23	156.52	Assistant Project Manager	PMAS	139.83	185.91	232.31
F&T Machine Operator	CMFT	105.28	137.42	170.00	Project Manager	PMPM	165.28	220.28	275.59
Apprentice - 8th 6 Mos. (90%)	CMA8	98.18	126.90	156.07	Senior Project Manager	PMSR	296.81	388.37	500.24
LABORERS					TEAMSTERS				
General Foreman	LAGF	111.41	146.95	182.94	Foreman	TDFM	109.40	139.66	169.64
Foreman	LAFM	108.45	142.57	177.13	GR 1 - Warehouseman	TDG1	104.18	131.93	160.13
Group 1 - General	LAG1	101.58	132.39	163.64	GR 2 - 2 Axle Vehicle	TDG2	104.40	132.26	160.56
Group 2 - Chute Man	LAG2	102.39	133.59	165.23	GR 3 - 3 Axle Vehicle/2 Axle Water Truck	TDG3	104.59	132.54	160.94
Group 3 - Pipeline Backup Man	LAG3	103.20	134.79	166.83	GR 4 - Transit Mix Truck, 3 CUYD	TDG4	104.87	132.96	161.49
Group 4 - Pipe Layer, C&S	LAG4	105.50	138.19	171.33	GR 5 - 3 Axle or more Water Truck	TDG5	104.92	133.02	161.58
Group 5 - Blaster / Driller	LAG5	106.01	138.98	172.34	GR 6 - Dump Truck 16 to 25 CUYD	TDG6	104.96	133.09	161.66
Apprentice - 8th Period (85%)	LAA8	81.35	109.29	137.67	GR 7 - Forklift Driver	TDG7	105.33	133.64	162.39
OPERATING ENGINEERS									
General Foreman, Appdx. A	OEGF	142.26	189.02	236.24	GR 8 - Dump Truck 25 to 49 CUYD	TDG8	105.70	134.19	163.12
Foreman, Appdx. A	OEFM	139.30	184.64	230.43	GR 9 - Low Bed Driver - 9 Axles or over	TDG9	106.00	134.62	163.70
Group 1, Appdx. A - Oiler	OEG1	132.07	173.93	216.24	GR10 - Working Truck Driver	TDG10	106.44	135.28	164.57
Group 2, Appdx. A - Oiler	OEG2	133.22	175.64	218.50	GR11 - Boom Truck (17K and Below)	TDG11	107.18	136.38	166.02
Group 8, Appdx. A - Universal	OEG8	136.34	180.26	224.62	GR12 - Boom Truck (17K and Above)	TDG12	107.81	137.32	167.27
Group 10, Appdx. A - Mechanic	OEGM	136.52	180.52	224.97	Apprentice - 8th Period (95%)	TDA8	90.01	117.39	145.21
Group 8, Appdx. B - Crane (up to 25 tons)	OEB8	136.77	180.90	225.47	WELDERS/FITTERS/HLP-Local 250 Shortline				
Group 9, Appdx. B - Crane (25 to 50 tons)	OEB9	137.02	181.27	225.96	Foreman	WLFM	138.01	187.56	234.38
Apprentice, GR 8, Appdx A - 6th (90%)	OEA6	127.13	166.62	206.54	Journeyman	WLJM	130.50	176.43	219.86
					Metal Trades	WLMT	82.37	107.18	129.88

Apprentice Rates: Apprentice rates listed above are for the highest classification prior to journeyman full scale rates. Billing for apprentices will be based on actual classification(s) noted.

Boundaries of Southern California Cost Plus Rates: Consist of the eleven (11) counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Catalina Island, San Clemente Island, San Miguel Island, Santa Barbara Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument. Rate Scale does not include San Diego County.

Markup: Material, subcontractors, subsistence, outside rentals (including fuel costs) etc., will be billed cost, plus sales tax as applicable, plus mark-up of 15%.

Overtime Rates: Shift(s) shall be paid per union agreement(s).

Subsistence: Lodging & meals for management, superintendents & general foremen will be billed at actual costs, plus mark-up at 15%

Travel Time: Billing time will start once employees are dispatched and end upon their return to the company facility.

USA Notification: Client is responsible for Underground Service Alert (USA) notification for all emergency work.

NOTE: All wage scales presented herein are subject to change without notice. This document does not include all labor classifications. Additional labor classifications are available upon request. Some work areas may be subject to special wage agreements, if applicable, fees will be billed accordingly.

REVISED 06/26/24

4150 Long Beach Boulevard, Long Beach, CA 90807 • Phone: 562-928-6111 • Fax: 562-928-7339 • www.warasic.com
State Contractor's License #A368761

W. A. Rasic Construction Equipment Rates
Rates Effective July 1, 2024

<u>Air Compressors</u>	<u>Hourly Rate</u>
Air Compressor - 13 HP (Truck Mounted)	\$ 8.00
Air Compressor - 185 CFM w/ tools & hoses	\$ 25.00

<u>Asphalt Paving Equipment</u>	<u>Hourly Rate</u>
Asphalt Spreader Box (variable width)	\$ 6.00
Propane Torch - Portable	\$ 5.00
Roller - 24" Width Walk Behind Type	\$ 24.00
Roller - 30" Width Walk Behind Type	\$ 26.00
Roller - 36" Width Walk Behind Type	\$ 28.00
Roller - Asphalt Vibratory Dual Drum Smooth Type - 3 to 5 Ton	\$ 45.00
Tack Sprayer / Emulsion Pot (220 Gallon Capacity)	\$ 18.00

<u>Backhoes</u>	<u>Hourly Rate</u>
Backhoe - Case 590 Super M 4X4	\$ 73.00
Backhoe - Case 590 Super SN 4X4	\$ 77.00
Backhoe - CAT 430E 4x4	\$ 65.00
Backhoe - CAT 430 / 430F2 / 450F 4x4	\$ 72.00

<u>Backhoe Attachments</u>	<u>Hourly Rate</u>
Auger Drill for Backhoe - 12" Diameter (Max Depth 8')	Daily Rate \$ 180.00
Auger Drill for Backhoe - 24" Diameter (Max Depth 8')	Daily Rate \$ 250.00
Hydraulic Breaker 1,000 LB for Backhoes	\$ 50.00
Compaction Wheel for Backhoe - 12" or 18" Wide	\$ 10.00

<u>Boring Equipment</u>	<u>Hourly Rate</u>
Accu-Punch Bore Mole 2" diameter	\$ 20.00
Accu-Punch Bore Mole 3" diameter	\$ 25.00
Accu-Punch Bore Mole 4" diameter	\$ 32.00
Accu-Punch Bore Mole 5-3/4" diameter	\$ 50.00
Recon Bore Motor - Ingersol Rand Model 44 (Air Driven)	\$ 10.00

<u>Compaction Equipment</u>	<u>Hourly Rate</u>
Tamp / Powder Puff - Air Driven	Daily Rate \$ 25.00
Vibratory Soil Plate Compactor 34" Wide (CAT 320/330/325 & JD 200/225 Excavator)	\$ 26.00
Vibratory Plate 24" (Walk Behind)	Daily Rate \$ 100.00
Wacker (Jumping Jack)	Daily Rate \$ 100.00

<u>Concrete Equipment</u>	<u>Daily Rate</u>
Concrete Mixer - 1/3 CUYD Capacity (Tow Behind)	\$ 90.00
Concrete Saw - Walk Behind	Hourly Rate \$ 60.00
Concrete Vibrator (Electric)	\$ 100.00
Concrete Washout Bin (5.25 CUYD)	\$ 75.00

<u>Confined Space & Safety Equipment</u>	<u>Daily Rate</u>
Air Supply System - Allegro	\$ 250.00
Air Cart w/60 Min. Bottles	\$ 160.00
Stretcher Basket w/ Buckles	\$ 75.00
Gas / Oxygen Monitor	\$ 100.00
Harness - Full Body Type	\$ 15.00
Lanyard Retractable Type - 30' Length (Yo-Yo)	\$ 35.00

W. A. Rasic Construction Equipment Rates
Rates Effective July 1, 2024

<u>Confined Space & Safety Equipment (continued)</u>	<u>Daily Rate</u>
Manhole Blower - 4,130 CFM (Gas Powered)	\$ 75.00
S.C.B.A. 5 mins (Scott SKA-PAK 2.2-3.0)	\$ 75.00
Tripod w/ Winch For Confined Space Entry	\$ 80.00
Velometer (Air Flow Measuring Device)	\$ 100.00
Vent Blower Trailer Mounted (12,000 CFM)	Hourly Rate \$ 30.00
Vent Blower Trailer Mounted (25,000 CFM)	Hourly Rate \$ 45.00

<u>Drill Rigs</u>	<u>Hourly Rate</u>
Mobilram - ABI TM 18/22B (83' Height - 148,000 LBS)	\$ 580.00
Lo- Drill - John Deere 450CLC (102,000 LBS)	\$ 365.00

<u>Excavators</u>	<u>Hourly Rate</u>
Excavator - Bobcat E50 (11,876 LBS)	\$ 39.00
Excavator - CAT 303E (7,782 LBS)	\$ 24.00
Excavator - CAT 305CR (12,469 LBS)	\$ 55.00
Excavator - CAT 308CR (20,077 LBS)	\$ 50.00
Excavator - CAT 320 CLU (51,750 LBS)	\$ 125.00
Excavator - CAT M322D - Wheeled (51,809 LBS)	\$ 160.00
Excavator - CAT 330D (79,700 LBS)	\$ 240.00
Excavator -CAT 335 (79,900 LBS)	\$ 252.00
Excavator - CAT 335F (84,604 LBS) - No Swing	\$ 265.00
Excavator - CAT 336EL (86,796 LBS)	\$ 275.00
Excavator - CAT 345CL (100, 810 LBS)	\$ 295.00
Excavator - CAT 349 (105,200 LBS)	\$ 160.00
Excavator - CAT 385CL (187,360 LBS)	\$ 430.00
Excavator - John Deere 225 CLC (53,936 LBS)	\$ 130.00
Excavator - Komatsu PC 1250 LC-8 (249,560 LBS)	\$ 650.00
Excavator - LiuGong 906C (13,228 LBS)	\$ 55.00

<u>Excavator Attachments</u>	<u>Hourly Rate</u>
Bedding Conveyor 30" Wide w/8 CUYD Capacity Hopper - Felco (for CAT 385 Excavator)	\$ 22.00
Concrete Pulverizer Jaw Type 6,300 LB (for CAT 345 Excavator)	\$ 70.00
Compaction Wheel 24" Wide (for JD 120C Excavator)	\$ 12.00
Compaction Wheel 36" Wide (for JD 200, CAT 320, CAT 325, CAT 330 Excavator)	\$ 12.00
Compaction Wheel 45" Wide (for CAT 325, CAT 330, CAT 320 Excavator)	\$ 14.00
Hydraulic Breaker 1000 LBS (for JD 120 Excavator)	\$ 50.00
Hydraulic Breaker 4000 LBS (for CAT 325, CAT 330, CAT 320 Excavator)	\$ 100.00
Hydraulic Breaker 6000 LBS (for CAT 336, CAT 345 Excavator)	\$ 160.00
Hydraulic Breaker 10000 LBS (for CAT 345 Excavator)	\$ 260.00
Hydraulic Breaker 15000 LBS (for Komatsu PC1000 Excavator)	\$ 320.00
Vibratory Hammer ABI HVR100Z - 4,585 LBS (for CAT 336, CAT 345 Excavator)	\$ 75.00

<u>Fusion</u>	<u>Hourly Rate</u>
Fusion Machine For HDPE - 4" Diameter Max (Butt Fusion)	\$ 25.00
Fusion Machine for HDPE - 2" Diameter Max (Socket Fusion)	\$ 10.00

<u>Generators</u>	<u>Hourly Rate</u>
Generator 5 KW - Truck Mounted	\$ 10.00
Generator 25 KW	\$ 20.00
Generator 230 KW	\$ 120.00

W. A. Rasic Construction Equipment Rates
Rates Effective July 1, 2024

<u>Lifts</u>	<u>Hourly Rate</u>
Forklift - Hyster w/ 5,000 LB Lift Capacity	\$ 50.00
Forklift - Clark w/ 8,000 LB Lift Capacity	\$ 55.00
Forklift - Hyster w/ 15,500 LB Lift Capacity	\$ 70.00
Telehandler - CAT TL1255D, Operating Weight: 34,361 lbs., Lift Capacity: 12,000 lbs	\$ 110.00

<u>Loaders</u>	<u>Hourly Rate</u>
Loader - CAT 950GC (41,554 LBS)	\$ 150.00
Loader - CAT 950 H (44,435 LBS)	\$ 150.00
Loader - CAT 950M (42,357 LBS)	\$ 150.00
Loader - CAT 966 M (51,176 LBS)	\$ 200.00
Loader - John Deere 544 J (30,459 LBS)	\$ 85.00
Skid Steer Loader - CAT 259D3 (8,987 LBS)	\$ 50.00
Skid Steer Loader - CAT 262C2 (7,968 LBS)	\$ 49.00
Skid Steer Loader - CAT 262D (8,011 LBS)	\$ 49.00
Skid Steer Loader - CAT 262D3 (8,296 LBS)	\$ 49.00
Skid Steer Loader - CAT 272D XHP (9,255 LBS)	\$ 50.00
Skid Steer Loader - CAT 279D3 (10,095 LBS)	\$ 50.00

<u>Loader Attachments</u>	<u>Hourly Rate</u>
Asphalt Zipper - 30" Width (for CASE 590/CAT450 or Larger)	\$ 65.00
Asphalt Zipper - 48" Width (for CAT 950 Loader or Larger)	\$ 90.00
Broom / Sweeper (for CAT 248B, CAT 262C & 262D)	\$ 10.00
Compaction Wheel - 24" Width (for CAT 950, CAT 972)	\$ 12.00
Hydraulic Breaker 600 LB (for CAT 262)	\$ 35.00
Cold Planner - Up to 24" (for CAT 248B, CAT 262C & 262D)	\$ 20.00

<u>Miscellaneous Equipment</u>	<u>Daily Rate</u>
Air Hacksaw	\$ 75.00
Air Hammer	\$ 75.00
Air Ratchet	\$ 30.00
Angle Grinder w/4.5" Wheel Diameter	\$ 37.50
Auto Level w/Case Tripod & Rod (Magnification: 28X)	\$ 75.00
Cart - ATV Type (Gas Powered / 4 Passenger)	Hourly Rate \$ 15.00
Cart - Golf Type	\$ 75.00
Chipping gun / Air Hammer / Rivet Buster w/ Tools	\$ 75.00
Clay Spade	\$ 50.00
Combination Rotary Hammer (Up to 1" Diameter Chuck Adaptor) - Electric Powered	\$ 75.00
Cut-off Saw / Chain Saw / Skill Saw / Jig Saw	\$ 75.00
Demolition Hammer (Up to 1" Diameter Chuck Adaptor) - Electric Powered	\$ 75.00
Duct Rodder - 500'	\$ 80.00
Duct Rodder - 1000'	\$ 100.00
Electric Drill (1" diameter max drill bit)	\$ 50.00
Fan 30" Pedestal Type	\$ 40.00
Geo Phone Underground Sounding Device (Pig Locator)	\$ 175.00
Grade / Flo-Line Instrument	\$ 6.00
Heat Gun / Non-Contact Infrared Thermometer	\$ 4.00
Holiday Tester (also for T-Lock Liner Testing)	\$ 50.00
Jackhammer 70 LB Air	\$ 144.00
Jig Saw	\$ 75.00
Test Pump Hydrostatic - 5 HP	\$ 80.00
Test Pump Hydrostatic - 8 HP	\$ 125.00

**W. A. Rasic Construction Equipment Rates
Rates Effective July 1, 2024**

<u>Miscellaneous Equipment (continued)</u>	<u>Daily Rate</u>
Hydraulic Torque Wrench 1" - HyTorc	\$ 300.00
Impact Gun / Driver - Up to 1" (11,160 In-Lbs to 16,200 In-Lbs)	\$ 30.00
Impact Gun - Up to 1" (1600 Ft-Lbs / 19,200 In-Lbs)	\$ 90.00
Laser - Pipe & Slope Type	\$ 75.00
Light Stand (Single Lamp 120 Volt)	\$ 15.00
Light Tower - Towable Unit (4 Lamp)	Hourly Rate \$ 25.00
Peanut Grinder w/5' Whip Kit	\$ 37.50
Pipe Cutters - 4" to 8" Diameter	\$ 40.00
Pipe Locator	\$ 100.00
Pipe Threader Electric (up to 2")	\$ 70.00
Pipe Threader Electric (Up to 4")	\$ 175.00
Pipe Threader Hand (Up to 2")	\$ 100.00
Pipe Tongs (4" to 12")	\$ 8.00
Pipe Tongs (16" to 24")	\$ 15.00
Pipe Tongs (30" to 36")	\$ 20.00
Plywood Pullers (Up to 6,000 LBS)	\$ 10.00
Portable Pipe Vise (Tripod Standing Type)	\$ 35.00
Pressure Washer	\$ 60.00
Pressure Washer Water Buffalo (4200 PSI)	\$ 160.00
Rebar Cutter (Up to 3/4" Max)	\$ 120.00
Reciprocating Sawzall	\$ 75.00
Rock Drill (Up to 1")	Hourly Rate \$ 16.00
Rotary Hammer (Up to 1" Diameter Chuck Adaptor) - Electric Powered	\$ 75.00
Sand Blaster	\$ 175.00
Soil Pipe Cutters/Snap Cutters - Up to 30" Diameter	\$ 40.00
Steam Pressure Washer Trailer Mounted (3500 PSI)	\$ 160.00
Survey Unit for Pig Runs - Promark 3 GPS Type (with receiving units)	\$ 400.00
Tapping Machine (Up To 2" Diameter - water systems only)	Hourly Rate \$ 45.00
Tapping Machine - T.D. Williamson (Up to 2" Diameter - Petroleum Systems or	Hourly Rate \$ 85.00
Utility Pole Support Holder (40' max pole height)	\$ 30.00

<u>Office Trailers & Storage Containers</u>	<u>Daily Rate</u>
Office Trailer 8' x 16', 8' x 28' or 8' x 32'	\$ 48.00
Office Trailer 12' x 52', 12' x 56' or 12' x 60'	\$ 70.00
Storage Container 8' x 20'	\$ 10.00

<u>Pipe Fitting Equipment</u>	<u>Daily Rate</u>
Bevel Band w/Transmission Crawler (Up to 24")	\$ 8.00
Bevel Machine (Up to 12")	\$ 8.00
Bevel Machine (Up to 20")	\$ 18.00
Cold Cutter - Low Clearance (2" to 14" Steel)	\$ 40.00
Cold Cutter - Low Clearance / Rotary Cutter (16" to 26" Steel)	\$ 48.00
Double Jackscrew Chain Clamp - Mathey Dearman (Up to 36")	\$ 110.00
Electromagnetic Drill Press / Mag Drill (Up to 1" Diameter)	\$ 40.00
Line-Up Clamp / Ratchet Line-Up (Up to 12" Diameter)	\$ 2.00
Line-Up Clamp / Ratchet Line-Up (Up to 24" Diameter)	\$ 5.00
Mechanical Plug (Up to 12" Diameter)	\$ 2.00
Mechanical Plug (Up to 24" Diameter)	\$ 5.00
Pipe Dispensing Trailer (Up to 2" Diameter)	Hourly Rate \$ 12.00

W. A. Rasic Construction Equipment Rates
Rates Effective July 1, 2024

<u>Pipe Fitting Equipment (continued)</u>	
Pipe Dispensing Trailer (Up to 3" Diameter)	Hourly Rate \$ 15.00
Torque Wrench - Manual (Up to 1,000 LBS)	\$ 100.00

<u>Portable Concrete Batch Plant</u>	
Portable Concrete Batch Plant - Port-A-Pour (Max production @ 120 CUYD per hour)	Hourly Rate \$ 75.00

<u>Recycling Equipment - Crushers, Screens & Conveyors</u>	
Conveyor / 40 Cubic Yard Load Out Bin	Daily Rate \$ 250.00
Conveyor / Stacker 36" Wide x 60' Long - Anaconda TR6036	\$ 250.00
Screen Frame 12' Wide w/ Adjustable Top - Grizzly	\$ 100.00
Screening / Material Processing Machine - Sandvik QA140 S-3 (100 HP/53,600 LBS)	Hourly Rate \$ 105.00

<u>Shoring Equipment</u>	
Beam W14 x 89 x 30' Length	Daily Rate \$ 15.40
Beam W14 x 89 x 40' Length	\$ 19.00
Beam W14 x 102 x 40' Length	\$ 20.50
Beam W14 x 120 x 40' Length	\$ 22.00
Beam W14 x 145 x 40' Length	\$ 27.00
Beam W14 x 176 x 40' Length	\$ 33.00
Plates 5' x 8' x 1" Thick (non-treated)	\$ 6.00
Plates 6' x 10' x 1" Thick (non-treated)	\$ 7.00
Plates 8' x 10' x 1" Thick (non-treated)	\$ 8.00
Plates 8' x 15' x 1" Thick (non-treated)	\$ 12.00
Plates 8' x 20' x 1" Thick (non-treated)	\$ 13.00
Manhole Shoring Boxes - 8' x 8' x 8' high (steel)	\$ 80.00
Manhole Shoring Boxes - 8' x 10' x 10' high (steel)	\$ 110.00
Trench Boxes - 6' x 20' (steel)	\$ 80.00
Trench Boxes - 8' x 20' (steel)	\$ 110.00
Trench Boxes - 4' x 24' (steel)	\$ 85.00
Trench Boxes - 6' x 24' (steel)	\$ 125.00
Trench Boxes - 10' x 24' (steel)	\$ 205.00
Hydraulic Speed Shores 28" to 46" - 3' Rail	\$ 27.00
Hydraulic Speed Shores 28" to 46" - 5' rail	\$ 28.00
Hydraulic Speed Shores 28" to 46" - 7' Rail	\$ 29.00
Hydraulic Speed Shores 34" to 55" - 5' Rail	\$ 30.00
Hydraulic Speed Shores 52" to 88" - 5' Rail	\$ 40.00
Hydraulic Z Shores 52" to 88" Single Ram - 5' rail	\$ 40.00
Hydraulic Z Shores 52" to 88" Double Ram - 5' Rail	\$ 60.00
Hydraulic Speed Shore Accessory - Hand Pump & Release Tool	\$ 30.00
Hydraulic 55" to 88" Single Ram - 2' Rail	\$ 35.00
Plywood 4' x 8' Sheet 1 1/8" Thick	\$ 8.00
Timbers 4" x 12" x 10' Long (Typical)	\$ 15.00
Trench Top 6' x 10' Treated Plate	\$ 8.00
Trench Top 8' x 10' Treated Plate	\$ 9.00

<u>Sweepers & Brooms</u>	
Broom / Sweeper - Self Propelled	Hourly Rate \$ 40.00
Power Broom / Power Sweeper (Walk Behind)	Daily Rate \$ 45.00

W. A. Rasic Construction Equipment Rates
Rates Effective July 1, 2024

<u>Traffic Control Equipment</u>	<u>Daily Rate</u>
Arrow Board (Solar)	Hourly Rate \$ 12.00
Barricade - ADA Compliant Pedestrian Type	\$ 3.00
Barricade Flasher (LED Barricade Light)	\$ 5.00
Barricade - Type I (Pedestrian Type - Plastic)	\$ 1.28
Barricade - Type II	\$ 3.00
Barricade - Type III	\$ 3.52
Delineator / Traffic Cone	\$ 1.28
Chain Link Fence Panel 6' x10' w/ Feet	\$ 8.00
Crash Barrels (various sizes)	\$ 8.00
K-Rail 20' length	\$ 8.00
Message Board - Programmable 4' x 8'	Hourly Rate \$ 18.00
Ramp Pedestrian Type (Bariatric Panel Ramp)	\$ 18.00
Rumble / Rock / Tire Cleaning Plates 8' x10'	\$ 12.00
Traffic signs 30" x 30"	\$ 6.00

<u>Trailers</u>	<u>Hourly Rate</u>
Trailer - Dump Trailer - 9,900 GVWR, 6' x 10'	\$ 12.00
Trailer - Enclosed Type 12' Long Enclosed (Dig-Up)	\$ 20.00
Trailer - End Dump Type (40,000 LB Max Capacity)	\$ 15.00
Trailer - Flatbed / Platform Type 48' Long	\$ 25.00
Trailer - Low Boy Type Heavy Haul - 88,000 LB Max. Capacity	\$ 31.00
Trailer - Pipe Hauler Type - 14' length	\$ 10.00
Trailer - Reel Type - 5'4" x 9' (Single Reel)	\$ 8.00
Trailer - 10, 000 LB Max. Capacity (for Asphalt Rollers)	\$ 10.00
Trailer - 19,000 to 20,000 LB Max Capacity (for Asphalt Rollers)	\$ 12.00
Trailer - 35,000 to 40,000 LB Max Capacity (for Various Equipment)	\$ 15.00
Trailer - Utility Type / Tool Hauler 1,600 LB Max Capacity	\$ 6.00
Trailer - Utility Type / Tool Hauler 3,000 LB Max Capacity	\$ 10.00

<u>Trenchers & Conveyor</u>	<u>Hourly Rate</u>
Trencher Vermeer DT 655 Offset (24" wide , 72" depth)	\$ 325.00
Conveyor for Vermeer DT 655 Trencher (24" Width)	\$ 70.00

<u>Trucks</u>	<u>Hourly Rate</u>
Truck - Bobtail / Flat Bed Dump	\$ 65.00
Truck - Gang Truck MV607 SBA (33,000 GVWR)	\$ 60.00
Truck - Low Bed Haul w/ Trailer (88,000 LB Max Haul Capacity)	\$ 120.00
Truck - Mechanics Type w/ 8,500 LB Lift Crane & Welder	\$ 75.00
Truck - Mechanics Type w/ 14,000 LB Lift Crane & Welder	\$ 75.00
Truck - Pick-up Truck / SUV / Van	\$ 29.00
Truck - Service Type (F-350, & F-550)	\$ 42.00
Truck - Service Type F-550 w/ Welder (500AMP) / Compressor (60 CFM)	\$ 50.00
Truck - Stakebed Type - 11' to 16' Bed Length	\$ 40.00
Truck - Mechanics Type w/ 8,500 LB Lift Crane & Welder	\$ 75.00
Truck - Mechanics Type w/ 14,000 LB Lift Crane & Welder	\$ 75.00
Truck - Stakebed Type - 24' Bed Length (25,999 lbs)	\$ 30.00
Truck - Super 10 Dump (10 CUYD Cap for Dirt)	\$ 94.00
Truck - Water Type 2,000 Gallon	\$ 46.00

**W. A. Rasic Construction Equipment Rates
Rates Effective July 1, 2024**

<u>Water Pumps</u>	<u>Daily Rate</u>
Water Pump Submersible Type, Electric Powered 2" w/ 25' of Suction Hose & 50' of Discharge Hose	\$ 60.00
Water Pump Submersible Type, Electric Powered 3" w/ 25' of Suction Hose & 50' of Discharge Hose	\$ 85.00
Water Pump Submersible Type, Electric Powered 4" w/ 25' of Suction Hose & 50' of Discharge Hose	\$ 135.00

<u>Water/Fuel Tanks & Towers</u>	<u>Daily Rate</u>
Dewatering Sediment Tanks (1,000 Gallon Capacity)	\$ 10.00
Fuel Tank - 1,000 Gallon (Dual Containment)	\$ 56.00
Water Tank Trailer Type (500 Gallon Capacity)	Hourly Rate \$ 8.00
Water Tower - Towable Unit (Up to 12,000 Gallon)	\$ 100.00

<u>Welding Equipment</u>	<u>Hourly Rate</u>
Band Saw - Portable 4" x 4" max cut	\$ 10.00
Plasma Cutter	\$ 20.00
Welder 200 AMP	\$ 17.00
Welder 300 AMP	\$ 18.50
Welder 300 AMP Tig Machine	\$ 18.50
Welder 500 AMP	\$ 20.00
Weld Rig for Rig Welder (includes fuel / wet rate)	\$ 45.00



STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: SHARON DEL ROSARIO
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

SUBJECT: SCHEDULE OF INVESTMENTS AND MONTHLY TRANSACTION REPORT

Summary:

The Schedule of Investments is a listing of all surplus funds invested for both the City and the Successor Agency to the former Signal Hill Redevelopment Agency as of the date shown in the report. The monthly transaction report provides the changes in investments for the prior month.

Strategic Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Receive and file.

Fiscal Impact:

No fiscal impact is associated with the recommended action.

Background:

The Schedule of Investments, dated August 31, 2024, shows the distribution of the City and its former Redevelopment Agency's invested surplus funds and the annualized interest for each investment listed. Also provided is the monthly transaction report detailing changes within the investment account.

Analysis:

In accordance with California Government Code Section 53646, all listed investments comply with the City's adopted Investment Policy. Funds are available to meet anticipated expenditure requirements for the next six months.

Attachments:

- A. Investment Transaction Report
- B. Schedule of Investments

Investments Transaction Report
8/31/24

Total Investments Beginning Balance (PAR Value):	105,508,689.04
Receipts	
Interest	214,384.28
Transfer to LAIF from Checking	-
Transfer To CAMP from Checking	2,205,000.00
Transfer To CLASS from Checking	-
Bond Contributions to Fiscal Agent	-
Investment Purchases	-
Money Market	750,000.00
Total Receipts	3,169,384.28
Disbursements	
Transfer to Checking from LAIF	(1,400,000.00)
Transfer to Checking from CAMP	-
Transfer to Checking from CLASS	-
Bond Debt Service Payments by Fiscal Agent	-
Bond Draw Down from Fiscal Agent	-
Investment Maturities/Calls	(750,000.00)
Money Market	
Total Disbursements	(2,150,000.00)
Total Investments Ending Balance (PAR Value):	106,528,073.32

Schedule of Investments
(Includes City of Signal Hill and Signal Hill Redevelopment Agency)
August 31, 2024

Investment	CUSIP #	PURCHASE Date	MATURITY Date*	COUPON	YIELD@	V A L U E			Annual Projected Interest
						COST #	PAR	MARKET*	
Local Agency Investment Fund (LAIF):									
City of Signal Hill		Various	Demand	N/A	4.579%	39,466,459.58	39,466,459.58	39,466,459.58	1,991,489.49
Successor Agency		Various	Demand	N/A	4.579%	511,199.69	511,199.69	511,199.69	22,954.64
						Subtotal	39,977,659.27	39,977,659.27	2,014,444.13
California Asset Management Program (CAMP):									
City of Signal Hill ***		Various	Demand	N/A	5.410%	12,087,577.51	12,087,577.51	12,087,577.51	684,333.23
						Subtotal	12,087,577.51	12,087,577.51	684,333.23
California Cooperative Liquid Assets Securities System (California CLAS):									
City of Signal Hill ****		Various	Demand	N/A	5.408%	4,521,282.21	4,521,282.21	4,521,282.21	243,930.98
						Subtotal	4,521,282.21	4,521,282.21	243,930.98
Government Securities:									
FEDERAL FARM CREDIT BANK	3133ENZ94	2/6/2023	11/18/2024	4.500%	4.335%	500,000.00	500,000.00	499,369.83	22,500.00
FEDERAL HOME LOAN BANK	3130AQJ35	8/7/2023	2/28/2025	2.000%	5.050%	500,000.00	500,000.00	492,831.65	10,000.00
FREDDIE MAC (FHLMC)	3134GWMM4	10/13/2020	3/28/2025	0.450%	0.381%	500,000.00	500,000.00	488,246.86	2,250.00
FREDDIE MAC (FHLMC)	3134GWXE1	10/13/2020	6/30/2025	0.500%	0.396%	500,000.00	500,000.00	483,282.20	2,500.00
FEDERAL FARM CREDIT BANK	3133EMJ30	9/29/2020	9/29/2025	0.530%	5.530%	1,000,000.00	1,000,000.00	962,594.80	5,300.00
FANNIE MAE	3135G9G13	8/7/2023	11/7/2025	0.500%	4.840%	500,000.00	500,000.00	478,478.81	2,500.00
INTL FINANCE CORP (IFC)	4595VSG2	8/8/2023	1/7/2026	4.550%	4.690%	500,000.00	500,000.00	500,293.09	22,750.00
FREDDIE MAC (FHLE)	3130AKZ25	2/26/2021	2/26/2026	0.650%	0.750%	500,000.00	500,000.00	474,464.18	3,250.00
FEDERAL HOME LOAN BANK	3130AXB31	4/3/2024	3/13/2026	4.875%	4.677%	500,000.00	500,000.00	505,287.39	24,375.00
FEDERAL HOME LOAN BANK	3130APJX4	10/29/2021	4/29/2026	1.100%	1.100%	500,000.00	500,000.00	475,263.03	5,500.00
INTER-AMERICAN DEVEL BANK (IADB)	4581XJKE0	7/6/2023	5/15/2026	4.500%	4.840%	500,000.00	500,000.00	503,156.67	22,500.00
FEDERAL HOME LOAN BANK	3130ALJH0	10/18/2021	5/19/2026	0.920%	0.985%	500,000.00	500,000.00	472,964.23	4,600.00
FEDERAL HOME LOAN BANK	3130ANSV3	9/18/2021	6/16/2026	0.800%	0.730%	500,000.00	500,000.00	472,384.34	4,000.00
FEDERAL FARM CREDIT BANK	3133EM3T7	9/1/2021	9/1/2026	0.870%	0.810%	500,000.00	500,000.00	469,337.63	4,350.00
FEDERAL HOME LOAN BANK	3130APN22	10/18/2021	9/30/2026	0.950%	1.054%	500,000.00	500,000.00	468,685.18	4,750.00
FEDERAL HOME LOAN BANK	3130APCD5	10/21/2021	10/21/2026	1.000%	1.000%	500,000.00	500,000.00	469,741.59	5,000.00
FEDERAL HOME LOAN BANK	3130APHT5	10/26/2021	10/26/2026	1.200%	1.210%	500,000.00	500,000.00	470,692.42	6,000.00
FEDERAL HOME LOAN BANK	3130APXM2	12/15/2021	12/15/2026	1.500%	1.500%	500,000.00	500,000.00	472,162.39	7,500.00
FEDERAL HOME LOAN BANK	3130AQH82	1/27/2022	1/27/2027	1.500%	1.500%	500,000.00	500,000.00	471,204.11	7,500.00
FEDERAL HOME LOAN BANK	3130ACH55	1/28/2022	1/28/2027	1.700%	1.700%	500,000.00	500,000.00	473,450.78	8,500.00
FEDERAL HOME LOAN BANK	3130AL5A8	3/13/2022	2/28/2027	0.900%	1.000%	500,000.00	500,000.00	463,241.33	4,500.00
INTER-AMERICAN DEVEL BANK (IADB)	45819WED4	10/7/2022	6/10/2027	2.980%	4.080%	500,000.00	500,000.00	486,191.52	14,900.00
FEDERAL HOME LOAN BANK	3130AT4T1	9/22/2022	9/22/2027	4.000%	4.000%	500,000.00	500,000.00	501,689.34	20,000.00
INTER-AMERICAN DEVEL BANK (IADB)	4581XOE77	2/7/2023	1/12/2028	4.000%	3.690%	500,000.00	500,000.00	502,418.26	20,000.00
INTL BK RECON & DEVELOPMENT (IBRD)	45906MR30	2/7/2023	2/3/2028	3.625%	3.660%	500,000.00	500,000.00	497,663.85	18,125.00
FEDERAL FARM CREDIT BANK	3133EPJ09	5/8/2023	5/8/2028	3.600%	3.504%	500,000.00	500,000.00	496,746.63	18,000.00
INTL BK RECON & DEVELOPMENT (IBRD)	45906ME8	6/26/2023	6/26/2028	4.500%	4.500%	500,000.00	500,000.00	500,539.73	22,500.00
INTL BK RECON & DEVELOPMENT (IBRD)	45905KT9	8/8/2023	7/12/2028	3.500%	4.269%	500,000.00	500,000.00	494,542.47	17,500.00
INTL FINANCE CORP (IFC)	45950VSM9	12/12/2023	11/27/2028	4.500%	4.284%	500,000.00	500,000.00	513,155.11	22,500.00
INTER-AMERICAN DEVEL BANK (IADB)	45818WEV2	11/6/2024	11/11/2029	4.010%	3.985%	500,000.00	500,000.00	503,973.33	20,650.00
FEDERAL FARM CREDIT BANK	3133EP8B9	2/15/2024	2/13/2029	4.125%	4.210%	500,000.00	500,000.00	507,619.59	20,625.00
FEDERAL HOME LOAN BANK	3130AVBD3	4/18/2024	3/9/2029	4.500%	4.660%	500,000.00	500,000.00	514,943.27	22,500.00
INTL FINANCE CORP (IFC)	45950VZ0	4/2/2024	3/27/2029	4.375%	4.376%	1,000,000.00	1,000,000.00	1,022,535.11	43,750.00
FEDERAL HOME LOAN BANK	3130B1K55	5/30/2024	5/29/2029	4.780%	4.741%	500,000.00	500,000.00	502,106.61	23,900.00
						Subtotal	18,000,000.00	18,000,000.00	464,475.50
Municipal Bonds									
SAJN JOSE CA TXBL-SER B	798135F20	10/12/2022	9/1/2027	2.600%	4.600%	500,000.00	500,000.00	479,313.45	13,000.00
CALIFORNIA STATE UNIV REVENUE	13077DF2	2/6/2024	11/1/2027	1.361%	4.380%	500,000.00	500,000.00	459,140.70	6,805.00
CALIFORNIA STATE TXBL VAR CONSTRUCT	13063DC48	4/18/2024	2/1/2028	1.700%	4.829%	500,000.00	500,000.00	461,957.65	8,500.00
CALIFORNIA STATE TXBL VAR BID GROUP	13063DMB1	4/18/2024	4/1/2029	3.050%	4.768%	1,000,000.00	1,000,000.00	956,144.10	30,500.00
						Subtotal	2,500,000.00	2,500,000.00	2,356,555.90
Money Market Funds + (Cash on Hand)									
Goldman F5 Gov 1237****	38142Y716	Various	Demand	N/A	5.180%	\$7,514,450.43	7,514,450.43	7,514,450.43	329,008.20
JPMorgan FedMMF Inst 836	48127A285	Various	Demand	N/A	5.110%	2,463,967.81	2,463,967.81	2,463,967.81	107,887.23
Wells Fargo Gov 1 1751	94975P405	Various	Demand	N/A	5.170%	816,216.42	816,216.42	816,216.42	35,738.83
						Subtotal	10,794,634.66	10,794,634.66	472,632.26
Certificate of Deposit- Negotiable									
MORGAN STANLEY BANK	61690UT34	10/13/2022	10/15/2024	4.300%	4.300%	250,000.00	250,000.00	249,789.88	10,750.00
MORGAN STANLEY PVT BANK	61768MK6	10/13/2022	10/15/2024	4.300%	4.300%	250,000.00	250,000.00	249,789.88	10,750.00
SECURITY BANK AND TRUST	814010CB8	10/30/2020	2/28/2025	0.250%	0.250%	250,000.00	250,000.00	244,602.20	625.00
FLAGSTAR BANK FSB	53847E307	4/29/2021	4/29/2026	1.150%	1.150%	250,000.00	250,000.00	244,293.27	2,875.00
SYNCHRON BANK	87165H41	5/1/2020	5/1/2025	1.050%	1.100%	250,000.00	250,000.00	244,054.15	2,625.00
STATE BANK INDIA	85628P26	7/10/2020	7/10/2025	0.950%	0.950%	247,000.00	247,000.00	239,516.01	2,346.50
SALLIE MAE BANK	795406W0	7/29/2020	7/29/2025	0.650%	0.650%	247,000.00	247,000.00	238,532.05	1,605.50
MEDALLION BANK UTAH	5840DQH27	7/30/2020	7/30/2025	0.550%	0.550%	247,000.00	247,000.00	236,309.15	1,358.50
BARCLAYS BANK	06740KRZ2	8/16/2023	8/16/2025	5.000%	5.000%	250,000.00	250,000.00	252,038.72	12,500.00
TOYOTA FINANCIAL SGS BK	89235MKF7	8/21/2020	8/21/2025	0.650%	0.650%	247,000.00	247,000.00	238,104.66	1,605.50
BMW BANK NORTH AMERICA	05580AXF6	9/25/2020	9/25/2025	0.500%	0.500%	250,000.00	250,000.00	239,976.28	1,250.00
FIRST CHOICE BANK	319461D82	9/30/2020	9/30/2025	0.400%	0.400%	250,000.00	250,000.00	239,590.51	1,000.00
PACIFIC WESTERN BANK	69506Y5A8	10/21/2020	9/30/2025	0.450%	0.450%	250,000.00	250,000.00	238,733.25	1,125.00
HAWAIIAN NATIONAL BANK	42854AT8	10/9/2020	10/9/2025	0.450%	0.450%	250,000.00	250,000.00	239,446.89	1,125.00
CITI BANK NATIONAL ASSOCIATION	17312MD08	10/30/2023	10/30/2025	5.350%	5.350%	250,000.00	250,000.00	252,866.72	13,375.00
BANKUNITED NA	066519QR3	3/19/2021	3/19/2026	0.800%	0.800%	250,000.00	250,000.00	237,298.94	2,000.00
UBS BANK USA	90348JN48	6/23/2021	6/23/2026	0.750%	0.750%	247,000.00	247,000.00	232,633.51	1,852.50
NEW YORK COMMUNITY BANK	61447JZ20	6/30/2021	7/1/2026	0.700%	0.700%	247,000.00	247,000.00	232,377.05	1,729.00
GOLDMAN SACHS BANK USA	38149MWX7	7/28/2021	7/28/2026	0.850%	0.850%	250,000.00	250,000.00	235,391.93	2,125.00
MERIDIAN BANK	58958PJ09	7/28/2021	7/28/2026	0.700%	0.700%	250,000.00	250,000.00	234,646.11	1,750.00
FIRST NATL BK OF AMERICA	32110YUC7	7/30/2021	7/30/2026	0.600%	0.600%	250,000.00	250,000.00	234,638.97	1,500.00
SALK VALLEY BANK & TRUST	804375DV2	7/30/2021	7/30/2026	0.650%	0.650%	250,000.00	250,000.00	234,408.79	1,625.00
AMERICAN NATL BANK MN CD	02789CEV5	11/10/2023	11/10/2026	5.050%	5.050%	250,000.00	250,000.00	255,565.00	12,625.00
CAPITAL ONE	14042R029	11/24/2021	11/24/2026	1.150%	1.150%	250,000.00	250,000.00	234,959.54	2,875.00
CAPITAL ONE BANK USA	14042TEB9	11/24/2021	11/24/2026	1.150%	1.150%	250,000.00	250,000.00	234,954.54	2,875.00
BANK HAPCALM	06251A3M0	1/7/2022	1/7/2027	1.500%	1.500%	250,000.00	250,000.00	236,183.74	3,750.00
NELNET BANK INC	64034KAJ0	2/2/2022	2/2/2027	1.450%	1.450%	250,000.00	250,000.00	235,539.15	3,625.00
CFBANK	15721UEW5	2/2/2022	2/17/2027	1.400%	1.400%	250,000.00	250,000.00	235,000.40	3,500.00
AMERICAN EXPR NATL BK	02689AC42	4/6/2022	4/6/2027	2.650%	2.650%	250,000.00	250,000.00	242,055.69	6,625.00
JP MORGAN CHASE BANK	48128WNQ4	4/19/2022	4/19/2027	2.500%	2.500%	250,000.00	250,000.00	241,058.72	6,250.00
FORBRIGHT BK POTOMAC MD CD	34520LAY9	12/15/2022	12/15/2027	4.000%	4.000%	250,000.00	250,000.00	250,856.93	10,000.00
COMMUNITY WEST BK GOLETA CD	204150HW2	12/16/2022	12/16/2027	4.000%	4.000%	2			



CITY OF SIGNAL HILL
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

**BY: DAVID HOPPER
CITY TREASURER**

**SHARON DEL ROSARIO
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

SUBJECT: WARRANT REGISTER DATED SEPTEMBER 24, 2024

Summary:

The Warrant Register is a listing of all general disbursements, issued since the prior warrant register, and warrants to be released subject to City Council approval.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize payment of the Warrant Register dated September 24, 2024.

Fiscal Impact:

Funds are budgeted and available for payment.

Analysis:

All warrants are submitted for approval. The invoices and their supporting documentation are available for review in the Finance Department.

Warrant Register for Council Meeting 9/24/24

Payment Type	Payment Date	Payment Numbers	Total
Regular Check	9/24/2024	118985 THRU 119045	\$ 164,464.41
EFT*	9/25/2024	103932 THRU 103962	\$ 296,030.90
Credit Card Transactions	9/10/2024	DFT0012649	\$ 67,490.74
Payroll Vendor Payments	9/5/2024	APPKT05072	\$ 4,183.64
Payroll Vendor Payments	9/9/2024	APPKT05044	\$ 21.45
Payroll**	9/12/2024	PYPKT01956 - PYPKT01961	\$ 321,318.39
Payroll Vendor Payments	9/12/2024	APPKT05094 - PYPKT01956	\$ 169,833.47
Manual DFT*	9/5/2024	DFT0012528	\$ 281.00
Manual DFT*	9/10/2024	DFT0012520 THRU DFT0012526	\$ 338.43
Manual DFT*	9/4/2024	DFT0012644	\$ 821.37
Manual DFT*	9/9/2024	DFT0012645	\$ 100.22
Manual DFT*	9/10/2024	DFT0012646	\$ 777.39
Manual DFT*	9/12/2024	DFT0012647	\$ 994.88
Manual DFT*	9/13/2024	DFT0012648	\$ 5,348.39
Manual DFT*	9/5/2024	DFT0012640	\$ 65.48
Manual DFT*	9/9/2024	DFT0012639	\$ 81,362.08
Manual DFT*	9/10/2024	DFT0012642	\$ 2,691.87
Manual DFT*	9/11/2024	DFT0012641 & DFT0012643	\$ 10,273.43
Manual DFT*	9/16/2024	DFT0012532	\$ 31,748.21
Total			\$ 1,158,145.75

* EFT/DFT - Electronic/Draft Funds Transfer

** Represents the total net payroll direct deposit on pay date

Attachment:

A. Warrant Register



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/24/2024 - 9/24/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 9360 - ADAMS S MARK							
118985	09/24/2024	2760	08/12/2024	DECAL REMOVAL: UNIT #16018	601-40-5542	Vehicle Body Work Services	151.15
118985	09/24/2024	2790	09/04/2024	DECAL INSTALL: UNIT #20820	601-40-5542	Vehicle Body Work Services	314.21
Vendor 9360 - ADAMS S MARK Total:							465.36
Vendor: 9532 - ALISON KANOSKY							
118986	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2562	100-23550	Deposits-Community Services	50.00
Vendor 9532 - ALISON KANOSKY Total:							50.00
Vendor: 9528 - ASHLEY OROZCO							
118987	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2564	100-23550	Deposits-Community Services	50.00
Vendor 9528 - ASHLEY OROZCO Total:							50.00
Vendor: 4368 - BROADWAY LOCKSMITH SHOP							
118988	09/24/2024	0000141526	08/05/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	16.02
118988	09/24/2024	0000141582	08/12/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	23.10
118988	09/24/2024	0000141620	08/15/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	24.14
118988	09/24/2024	0000141753	09/03/2024	WATER DEPT SUPPLIES	500-40-5740	General Supplies	34.03
Vendor 4368 - BROADWAY LOCKSMITH SHOP Total:							97.29
Vendor: 8274 - CANON SOLUTIONS AMERICA, INC							
118989	09/24/2024	6008950865	08/12/2024	COPIER USAGE: LIBRARY 5/12 - 8/11/24	100-51-5552	Rental/Lease of Equipment	234.10
118989	09/24/2024	6008950867	08/12/2024	COPIER USAGE: CITY YARD 5/12 - 8/11/24	100-51-5552	Rental/Lease of Equipment	189.97
118989	09/24/2024	6008950869	08/12/2024	COPIER USAGE: COMM DEV 5/12 - 8/11/24	100-51-5552	Rental/Lease of Equipment	223.48
Vendor 8274 - CANON SOLUTIONS AMERICA, INC Total:							647.55
Vendor: 0795 - CLA-VAL CO.							
118990	09/24/2024	898128	07/25/2024	PUMP STATION REPAIR: GUNDRY RESERVOIR	500-40-5560	Repair & Maintenance Servic...	13,749.12
Vendor 0795 - CLA-VAL CO. Total:							13,749.12
Vendor: 9527 - CYNDI MURPHY							
118991	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2519	100-23550	Deposits-Community Services	100.00
Vendor 9527 - CYNDI MURPHY Total:							100.00

Warrant Register							Payment Dates: 9/24/2024 - 9/24/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 9533 - CYNTHIA I. TAING SONG							
118992	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2576	100-23550	Deposits-Community Services	60.00
Vendor 9533 - CYNTHIA I. TAING SONG Total:							60.00
Vendor: 9537 - DENNIS L. DOZIER							
118993	09/24/2024	8112021	09/24/2024	SENIOR EXCURSION CANCELED	100-34-4804	Community Services: Excursi...	49.00
Vendor 9537 - DENNIS L. DOZIER Total:							49.00
Vendor: 9322 - DEVIL MOUNTAIN WHOLESALE NURSERY LLC							
118994	09/24/2024	INV367429	08/02/2024	REPLACEMENT PLANTS	100-94-5740	General Supplies	1,005.10
Vendor 9322 - DEVIL MOUNTAIN WHOLESALE NURSERY LLC Total:							1,005.10
Vendor: 9124 - ETHAN RUCKER							
118995	09/24/2024	ER082994	08/29/2024	REIMBURSMENT FOR ESRI CONVENTION	100-91-5320	Travel & Training	340.13
Vendor 9124 - ETHAN RUCKER Total:							340.13
Vendor: 1121 - EWING IRRIGATION PRODUCTS INC.							
118996	09/24/2024	23104390	08/09/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	34.76
118996	09/24/2024	23131793	08/13/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	13.54
118996	09/24/2024	23211244	08/22/2024	WATER DEPT SUPPLIES	500-40-5740	General Supplies	277.62
Vendor 1121 - EWING IRRIGATION PRODUCTS INC. Total:							325.92
Vendor: 1266 - GALLADE CHEMICAL INC							
118997	09/24/2024	1191378	08/29/2024	WATER DEPT SUPPLIES: SULFURIC ACID	500-40-5721	Special Department Supplies	419.39
Vendor 1266 - GALLADE CHEMICAL INC Total:							419.39
Vendor: 9544 - GHA TECHNOLOGIES INC							
118998	09/24/2024	11416053	08/15/2024	FORTICLOUD LICENSE SUBSCRIPTION	100-52-5570	Software Licensing & Support	2,391.62
Vendor 9544 - GHA TECHNOLOGIES INC Total:							2,391.62
Vendor: 9474 - GILBERTO J. MARCANO TORRES							
118999	09/24/2024	10543	08/08/2024	PERFORMANCE: SH UNDER THE STARS	100-82-5723	Event/Program Costs	605.00
Vendor 9474 - GILBERTO J. MARCANO TORRES Total:							605.00
Vendor: 5649 - HINDERLITER, de LLAMAS & ASSOCIATES							
119000	09/24/2024	SIN041773	08/11/2024	SALES TAX ANALYTICS: QTR 1/2024	100-53-5420	Professional Services	1,716.53
119000	09/24/2024	SIN041773	08/11/2024	SALES TAX ANALYTICS: QTR 1/2024	100-53-5420	Professional Services	1,200.00
119000	09/24/2024	SIN042634	08/28/2024	SALES TAX ANALYTICS: QTR 1	100-53-5420	Professional Services	600.00
Vendor 5649 - HINDERLITER, de LLAMAS & ASSOCIATES Total:							3,516.53

Warrant Register							Payment Dates: 9/24/2024 - 9/24/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 1840 - ICREATE GRAPHIX							
119001	09/24/2024	05_9300-	08/07/2024	HATS: STATE OF THE CITY	100-82-5330	Meetings	1,852.20
Vendor 1840 - ICREATE GRAPHIX Total:							1,852.20
Vendor: 7311 - INLAND EMPIRE STAGES, LTD							
119002	09/24/2024	62449	08/27/2024	SENIOR EXCURSION: THE GRAND	202-40-5670	Recreational Transit	1,052.25
Vendor 7311 - INLAND EMPIRE STAGES, LTD Total:							1,052.25
Vendor: 9539 - JEANNETTE VILLEGAS							
119003	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2557 CANCELED	100-23550	Deposits-Community Services	250.00
Vendor 9539 - JEANNETTE VILLEGAS Total:							250.00
Vendor: 9530 - JEROME TREGGS							
119004	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2575	100-23550	Deposits-Community Services	60.00
Vendor 9530 - JEROME TREGGS Total:							60.00
Vendor: 9134 - JJ PROPERTY MAINTENANCE NETWORK INC							
119005	09/24/2024	122384	07/04/2024	JANITORIAL SVCS: CITY HALL - JUL 2024	100-92-5521	Cleaning Services	12,695.00
119005	09/24/2024	122426	08/02/2024	JANITORIAL SVCS: CITY HALL - AUG 2024	100-92-5521	Cleaning Services	12,695.00
Vendor 9134 - JJ PROPERTY MAINTENANCE NETWORK INC Total:							25,390.00
Vendor: 1661 - JOE A. GONSALVES & SON							
119006	09/24/2024	161718	06/20/2024	STATE LEGISLATIVE ADVOCACY SVCS: JUL 2024	100-44-5400	Contract Services - General	4,000.00
119006	09/24/2024	161796	07/23/2024	STATE LEGISLATIVE ADVOCACY SVCS: AUG 2024	100-44-5400	Contract Services - General	4,000.00
119006	09/24/2024	161868	08/20/2024	STATE LEGISLATIVE ADVOCACY SVCS: SEP 2024	100-44-5400	Contract Services - General	4,000.00
Vendor 1661 - JOE A. GONSALVES & SON Total:							12,000.00
Vendor: 9534 - JOYCE MARTIN							
119007	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2573	100-23550	Deposits-Community Services	60.00
Vendor 9534 - JOYCE MARTIN Total:							60.00
Vendor: 9158 - KICK IT UP KIDZ LLC							
119008	09/24/2024	66459	08/14/2024	SENIORS: FITNESS INSTRUCTION	100-82-5723	Event/Program Costs	100.00
Vendor 9158 - KICK IT UP KIDZ LLC Total:							100.00
Vendor: 8790 - L.N. CURTIS AND SONS							
119009	09/24/2024	INV858117	08/22/2024	UNIFORMS	100-72-5730	Uniforms	78.68
119010	09/24/2024	INV821900-BAL	05/08/2024	UNIFORMS	100-75-5730	Uniforms	34.42
119010	09/24/2024	INV858057	08/22/2024	UNIFORMS	100-74-5170	Uniform Allowance	712.28
119010	09/24/2024	INV858540	08/23/2024	UNIFORMS	100-74-5170	Uniform Allowance	228.87

Warrant Register							Payment Dates: 9/24/2024 - 9/24/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount	
119010	09/24/2024	INV859227	08/27/2024	UNIFORMS	100-74-5170	Uniform Allowance	204.65	
119010	09/24/2024	INV859247	08/27/2024	UNIFORMS	100-74-5170	Uniform Allowance	93.04	
119010	09/24/2024	INV861001	08/30/2024	UNIFORMS	100-76-5730	Uniforms	80.44	
119010	09/24/2024	INV861037	08/30/2024	UNIFORMS	100-76-5730	Uniforms	160.89	
119010	09/24/2024	INV861059	08/30/2024	UNIFORMS	100-74-5170	Uniform Allowance	88.40	
119010	09/24/2024	INV861741	08/30/2024	UNIFORMS	100-72-5730	Uniforms	2,286.62	
Vendor 8790 - L.N. CURTIS AND SONS Total:							3,968.29	
Vendor: 5206 - LA COUNTY FIRE DEPARTMENT								
119011	09/24/2024	IN0454168	08/23/2024	ANNUAL LACF PERMIT: FUEL TANK	601-40-5400	Contract Services - General	4,155.00	
119011	09/24/2024	IN04551229	08/23/2024	ANNUAL LACF PERMIT: TEMPLE RESERVOIR	500-40-5400	Contract Services - General	663.00	
119011	09/24/2024	IN0455521	08/23/2024	ANNUAL LACF PERMIT: GUNDRY RESERVOIR	500-40-5400	Contract Services - General	819.00	
119011	09/24/2024	IN0463263	08/23/2024	ANNUAL LACF PERMIT: WELL 9	500-40-5400	Contract Services - General	1,093.00	
Vendor 5206 - LA COUNTY FIRE DEPARTMENT Total:							6,730.00	
Vendor: 2052 - LA OPINION, LA OPINION NEWSPAPER								
119012	09/24/2024	29799	08/25/2024	LEGAL/PUBLIC NOTICE	100-43-5630	Media Services	775.00	
Vendor 2052 - LA OPINION, LA OPINION NEWSPAPER Total:							775.00	
Vendor: 4140 - LA SUPERIOR COURT								
119013	09/24/2024	08042024	08/04/2024	COUNTY SURCHARGE: JUL 2024	100-35-4723	Parking Citations - Police	3,754.50	
Vendor 4140 - LA SUPERIOR COURT Total:							3,754.50	
Vendor: 9466 - LBG EXPRESS CAR WASH, LLC								
119014	09/24/2024	753	08/31/2024	CITYWIDE CAR WASH: AUG 2024	601-40-5540	Vehicle Maintenance	68.00	
Vendor 9466 - LBG EXPRESS CAR WASH, LLC Total:							68.00	
Vendor: 9061 - LIBRARY IDEAS LLC								
119015	09/24/2024	114811	07/01/2024	SUBSCRIPTION: FREEGAL MUSIC & STREAMING	100-81-5570	Software Licensing & Support	1,500.00	
Vendor 9061 - LIBRARY IDEAS LLC Total:							1,500.00	
Vendor: 0496 - LINDE GAS & EQUIPMENT INC								
119016	09/24/2024	44727975	08/21/2024	WATER DEPT RENTAL: 07/20 - 08/20/24	500-40-5552	Rental/Lease of Equipment	159.55	
Vendor 0496 - LINDE GAS & EQUIPMENT INC Total:							159.55	
Vendor: 3583 - LONG BEACH POLICE DEPARTMENT								
119017	09/24/2024	SHPD-2410	08/20/2024	BOOKING COSTS: JUL 2024	100-72-5400	Contract Services - General	1,400.00	
Vendor 3583 - LONG BEACH POLICE DEPARTMENT Total:							1,400.00	

Warrant Register							Payment Dates: 9/24/2024 - 9/24/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 1423 - LONG BEACH PRESS TELEGRAM							
119018	09/24/2024	08222024	08/22/2024	NEWSPAPER SUBSCRIPTION: 09/09 - 12/09/24	100-81-5721	Special Department Supplies	208.76
Vendor 1423 - LONG BEACH PRESS TELEGRAM Total:							208.76
Vendor: 2902 - LONG BEACH WATER DEPARTMENT							
119019	09/24/2024	52589	08/29/2024	RESERVOIR PARK RECLAIMED WATER: 07/17 - 08/20/24	100-94-5512	Utility Services	1,741.86
Vendor 2902 - LONG BEACH WATER DEPARTMENT Total:							1,741.86
Vendor: 1545 - LOOMIS							
119020	09/24/2024	13553835	08/31/2024	ARMORED CAR SVCS: SEP 2024	100-51-5435	Banking Services	197.98
119020	09/24/2024	13553835	08/31/2024	ARMORED CAR SVCS: SEP 2024	500-45-5420	Professional Services	197.98
Vendor 1545 - LOOMIS Total:							395.96
Vendor: 9269 - MACHAN SIGN COMPANY, INC							
119021	09/24/2024	32987	08/09/2024	MONUMENT SIGN: MEDIAN #7	400-40-5894	Street Capital Improvements	7,735.13
Vendor 9269 - MACHAN SIGN COMPANY, INC Total:							7,735.13
Vendor: 9538 - MARIA INES REYES							
119022	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2578 CANCELED	100-23550	Deposits-Community Services	60.00
Vendor 9538 - MARIA INES REYES Total:							60.00
Vendor: 3611 - MCMASTER-CARR							
119023	09/24/2024	32223226	08/23/2024	WATER DEPT SUPPLIES	500-40-5740	General Supplies	54.44
119023	09/24/2024	32244871	08/23/2024	WATER DEPT SUPPLIES	500-40-5740	General Supplies	62.95
Vendor 3611 - MCMASTER-CARR Total:							117.39
Vendor: 9535 - MEGHAN ADAMOVIĆ							
119024	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2566	100-23550	Deposits-Community Services	50.00
Vendor 9535 - MEGHAN ADAMOVIĆ Total:							50.00
Vendor: 1357 - MOORE IACOFANO GOLTSMAN							
119025	09/24/2024	0087656	08/26/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	2,520.00
119025	09/24/2024	0087656	08/26/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	12,600.00
119025	09/24/2024	0087656	08/26/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-2,520.00
Vendor 1357 - MOORE IACOFANO GOLTSMAN Total:							12,600.00

Warrant Register							Payment Dates: 9/24/2024 - 9/24/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 8893 - MUCHOS PRINTS							
119026	09/24/2024	214	07/08/2024	DIVERSITY COALITION COMMITTEE POLOS	100-44-5740	General Supplies	440.00
Vendor 8893 - MUCHOS PRINTS Total:							440.00
Vendor: 4093 - PHOENIX GROUP INFORMATION SYSTEM							
119027	09/24/2024	072024082	08/19/2024	CITATION PROCESSING: JUL 2024	100-76-5420	Professional Services	1,908.86
119027	09/24/2024	0720241082	08/19/2024	CITATION PROCESSING: JUL 2024	100-62-5400	Contract Services - General	1,251.54
Vendor 4093 - PHOENIX GROUP INFORMATION SYSTEM Total:							3,160.40
Vendor: 9529 - REBECCA JONES							
119028	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2572	100-23550	Deposits-Community Services	60.00
Vendor 9529 - REBECCA JONES Total:							60.00
Vendor: 9531 - RICHARD MARTIN							
119029	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2577	100-23550	Deposits-Community Services	60.00
Vendor 9531 - RICHARD MARTIN Total:							60.00
Vendor: 5033 - RIO HONDO COLLEGE							
119030	09/24/2024	X24-187-ZSGH	08/19/2024	ENROLLMENT FEES	100-74-5320	Travel & Training	25.00
Vendor 5033 - RIO HONDO COLLEGE Total:							25.00
Vendor: 1377 - ROADLINE PRODUCTS							
119031	09/24/2024	20315	08/08/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	743.40
Vendor 1377 - ROADLINE PRODUCTS Total:							743.40
Vendor: 1554 - ROBERTSON'S READY MIX, LTD							
119032	09/24/2024	516422	08/21/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	1,111.96
Vendor 1554 - ROBERTSON'S READY MIX, LTD Total:							1,111.96
Vendor: 9536 - ROCIO PINTO							
119033	09/24/2024	8112021	09/24/2024	DEPOSIT REFUND PERMIT 2586	100-23550	Deposits-Community Services	60.00
Vendor 9536 - ROCIO PINTO Total:							60.00
Vendor: 5012 - RODRIGUEZ, PERLA							
119034	09/24/2024	07242024	07/24/2024	TRAVEL/TRAINING REIMBURSEMENT	100-76-5320	Travel & Training	164.19
Vendor 5012 - RODRIGUEZ, PERLA Total:							164.19
Vendor: 3019 - RPW SERVICES							
119035	09/24/2024	40880	08/23/2024	RODENT CONTROL: 1925 E 21ST - AUG 2024	100-94-5400	Contract Services - General	230.00
Vendor 3019 - RPW SERVICES Total:							230.00

Warrant Register						Payment Dates: 9/24/2024 - 9/24/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 9057 - SAEIDA MILLER							
119036	09/24/2024	09242024	09/24/2024	PLANNING COMMISSION SALARY - QTR 1	100-61-5150	Commission Meetings	375.00
Vendor 9057 - SAEIDA MILLER Total:							375.00
Vendor: 5557 - SIERRA ANALYTICAL LABS INC							
119037	09/24/2024	4H18011-	08/18/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	540.00
119037	09/24/2024	4H18012-	08/18/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	1,077.00
119037	09/24/2024	4H18052-	08/18/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	415.00
119037	09/24/2024	4H18053-	08/18/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	145.00
119037	09/24/2024	4H28037-	08/28/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	1,176.00
119037	09/24/2024	4H28038-	08/28/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	1,260.00
Vendor 5557 - SIERRA ANALYTICAL LABS INC Total:							4,613.00
Vendor: 3130 - STEAMX LLC							
119038	09/24/2024	69869	09/03/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	41.91
Vendor 3130 - STEAMX LLC Total:							41.91
Vendor: 5684 - TALENTZOK							
119039	09/24/2024	178354	07/23/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	535.59
119039	09/24/2024	178354	07/23/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	535.59
119039	09/24/2024	178354	07/23/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	535.59
119039	09/24/2024	178415	07/30/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	551.82
119039	09/24/2024	178415	07/30/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	551.82
119039	09/24/2024	178415	07/30/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	551.82
119039	09/24/2024	178477	08/06/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	649.20
119039	09/24/2024	178477	08/06/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	649.20
119039	09/24/2024	178477	08/06/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	649.20
119039	09/24/2024	178540	08/13/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	210.99
119039	09/24/2024	178540	08/13/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	210.99
119039	09/24/2024	178540	08/13/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	210.99
119039	09/24/2024	178603	08/20/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	474.73
119039	09/24/2024	178603	08/20/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	474.73
119039	09/24/2024	178603	08/20/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	474.72
Vendor 5684 - TALENTZOK Total:							7,266.98
Vendor: 8702 - THAT SOUND GUY							
119040	09/24/2024	914.24	09/03/2024	100TH: MODEL T CLIMB SOUND	100-82-5470	Historical Preservation	2,000.00
Vendor 8702 - THAT SOUND GUY Total:							2,000.00
Vendor: 9225 - THE ROCK CLUB MUSIC IS THE REMEDY							
119041	09/24/2024	SHCC08312024	09/01/2024	EVENT PLANNING SVCS: AUG 2024	100-82-5400	Contract Services - General	675.00
Vendor 9225 - THE ROCK CLUB MUSIC IS THE REMEDY Total:							675.00

Warrant Register							Payment Dates: 9/24/2024 - 9/24/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 9139 - V&V MANUFACTURING, INC							
119042	09/24/2024	59275	06/06/2024	BADGE SERVICES	100-74-5170	Uniform Allowance	654.17
Vendor 9139 - V&V MANUFACTURING, INC Total:							654.17
Vendor: 9540 - VAUGHN DOUGLAS FAHIE							
119043	09/24/2024	463	08/15/2024	PERFORMANCE: SUMMER UNDER THE STARS	100-82-5723	Event/Program Costs	645.00
Vendor 9540 - VAUGHN DOUGLAS FAHIE Total:							645.00
Vendor: 9270 - VICON ENTERPRISE INC							
119044	09/24/2024	1222	08/21/2024	FUEL CANOPY REPLACEMENT	601-21150	Retention Payable	-1,887.50
119044	09/24/2024	1222	08/21/2024	FUEL CANOPY REPLACEMENT	601-40-5840	Capital Outlay	37,750.00
Vendor 9270 - VICON ENTERPRISE INC Total:							35,862.50
Vendor: 1299 - VICTOR PARKER							
119045	09/24/2024	09242024	09/24/2024	PLANNING COMMISSION SALARY - QTR 1	100-61-5150	Commission Meetings	375.00
Vendor 1299 - VICTOR PARKER Total:							375.00
Grand Total:							164,464.41

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	92,983.09
202 - Transportation	1,052.25
400 - Capital Improvement	7,735.13
500 - Water Operations Fund	22,143.08
601 - Vehicle and Equipment	40,550.86
Grand Total:	164,464.41

Account Summary

Account Number	Account Name	Payment Amount
100-23530	Deposits-Community De...	15,120.00
100-23550	Deposits-Community Ser...	920.00
100-34-4600	Administrative Fee (CD)	-2,520.00
100-34-4804	Community Services: Ex...	49.00
100-35-4723	Parking Citations - Police	3,754.50
100-43-5630	Media Services	775.00
100-44-5400	Contract Services - Gene...	12,000.00
100-44-5740	General Supplies	440.00
100-51-5435	Banking Services	197.98
100-51-5552	Rental/Lease of Equipm...	647.55
100-52-5570	Software Licensing & Su...	2,391.62
100-53-5420	Professional Services	3,516.53
100-61-5150	Commission Meetings	750.00
100-62-5400	Contract Services - Gene...	3,673.87
100-63-5400	Contract Services - Gene...	2,422.33
100-64-5400	Contract Services - Gene...	2,422.32
100-72-5400	Contract Services - Gene...	1,400.00
100-72-5730	Uniforms	2,365.30
100-74-5170	Uniform Allowance	1,981.41
100-74-5320	Travel & Training	25.00
100-75-5730	Uniforms	34.42
100-76-5320	Travel & Training	164.19
100-76-5420	Professional Services	1,908.86
100-76-5730	Uniforms	241.33
100-81-5570	Software Licensing & Su...	1,500.00
100-81-5721	Special Department Supp..	208.76
100-82-5330	Meetings	1,852.20
100-82-5400	Contract Services - Gene...	675.00
100-82-5470	Historical Preservation	2,000.00
100-82-5723	Event/Program Costs	1,350.00
100-91-5320	Travel & Training	340.13

Account Summary

Account Number	Account Name	Payment Amount
100-92-5521	Cleaning Services	25,390.00
100-92-5740	General Supplies	63.26
100-94-5400	Contract Services - Gene...	230.00
100-94-5512	Utility Services	1,741.86
100-94-5740	General Supplies	1,053.40
100-95-5740	General Supplies	1,897.27
202-40-5670	Recreational Transit	1,052.25
400-40-5894	Street Capital Improvem...	7,735.13
500-40-5400	Contract Services - Gene...	7,188.00
500-40-5552	Rental/Lease of Equipm...	159.55
500-40-5560	Repair & Maintenance S...	13,749.12
500-40-5721	Special Department Supp..	419.39
500-40-5740	General Supplies	429.04
500-45-5420	Professional Services	197.98
601-21150	Retention Payable	-1,887.50
601-40-5400	Contract Services - Gene...	4,155.00
601-40-5540	Vehicle Maintenance	68.00
601-40-5542	Vehicle Body Work Servi...	465.36
601-40-5840	Capital Outlay	37,750.00
	Grand Total:	164,464.41

Project Account Summary

Project Account Key	Payment Amount
None	103,154.28
6174	15,120.00
813	100.00
818	605.00
90.17015	37,750.00
90.24006.CIPR.113	7,735.13
	Grand Total:
	164,464.41

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/25/2024 - 9/25/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 1351 - AIRGAS SPECIALTY PRODUCTS							
103932	09/25/2024	9153034873	08/21/2024	WATER DEPT SUPPLIES: AMMONIUM HYDROXIDE	500-40-5721	Special Department Supplies	1,133.25
Vendor 1351 - AIRGAS SPECIALTY PRODUCTS Total:							1,133.25
Vendor: 5633 - AQUA BACKFLOW INC.							
103933	09/25/2024	2024-0257	09/03/2024	BACKFLOW MANAGEMENT: AUG 2024	500-40-5400	Contract Services - General	598.50
Vendor 5633 - AQUA BACKFLOW INC. Total:							598.50
Vendor: 8218 - BEST BEST & KRIEGER LLP							
103934	09/25/2024	1001909	07/24/2024	LEGAL SVCS - PLANNING AND DEVELOPMENT	100-23530	Deposits-Community Develo...	232.00
103934	09/25/2024	1001909	07/24/2024	LEGAL SVCS - PLANNING AND DEVELOPMENT	100-23530	Deposits-Community Develo...	46.40
103934	09/25/2024	1001909	07/24/2024	LEGAL SVCS - PLANNING AND DEVELOPMENT	100-34-4600	Administrative Fee (CD)	-46.40
103934	09/25/2024	1001909	07/24/2024	LEGAL SVCS - PLANNING AND DEVELOPMENT	100-61-5410	Legal Services	1,906.50
103934	09/25/2024	1001910	07/24/2024	LEGAL SVCS - DEVELOPMENT AGREEMENT	100-23530	Deposits-Community Develo...	611.00
103934	09/25/2024	1001910	07/24/2024	LEGAL SVCS - DEVELOPMENT AGREEMENT	100-23530	Deposits-Community Develo...	122.20
103934	09/25/2024	1001910	07/24/2024	LEGAL SVCS - DEVELOPMENT AGREEMENT	100-34-4600	Administrative Fee (CD)	-122.20
103934	09/25/2024	1001915	07/24/2024	LEGAL SVCS: FINANCE	100-44-5410	Legal Services	47.00
103934	09/25/2024	1001920	07/24/2024	LEGAL SVCS - CODE ENFORCEMENT	100-62-5410	Legal Services	117.50
103934	09/25/2024	1001922	07/24/2024	LEGAL SVCS	100-23530	Deposits-Community Develo...	56.00
103934	09/25/2024	1001922	07/24/2024	LEGAL SVCS	100-23530	Deposits-Community Develo...	11.20
103934	09/25/2024	1001922	07/24/2024	LEGAL SVCS	100-34-4600	Administrative Fee (CD)	-11.20
103934	09/25/2024	1004109	08/21/2024	LEGAL SVCS: GENERAL SVCS	100-44-5410	Legal Services	9,792.70
103934	09/25/2024	1004110	08/21/2024	LEGAL SVCS: PUBLIC RECORDS	100-43-5410	Legal Services	791.70
103934	09/25/2024	1004111	08/21/2024	LEGAL SVCS - PLANNING AND DEVELOPMENT	100-61-5410	Legal Services	1,011.60
103934	09/25/2024	1004111	08/21/2024	LEGAL SVCS - PLANNING AND DEVELOPMENT	100-62-5410	Legal Services	72.30
103934	09/25/2024	1004112	08/21/2024	LEGAL SVCS - DEVELOPMENT AGREEMENT	100-23530	Deposits-Community Develo...	887.62
103934	09/25/2024	1004112	08/21/2024	LEGAL SVCS - DEVELOPMENT AGREEMENT	100-23530	Deposits-Community Develo...	4,438.10

Warrant Register						Payment Dates: 9/25/2024 - 9/25/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
103934	09/25/2024	1004112	08/21/2024	LEGAL SVCS - DEVELOPMENT AGREEMENT	100-34-4600	Administrative Fee (CD)	-887.62
103934	09/25/2024	1004113	08/21/2024	LEGAL SVCS: CITY CLERK	100-43-5410	Legal Services	823.60
103934	09/25/2024	1004114	08/21/2024	LEGAL SVCS: CONTRACTS	100-44-5410	Legal Services	96.40
103934	09/25/2024	1004115	08/21/2024	LEGAL SVCS: CONTRACTS - ADMIN	100-44-5410	Legal Services	688.40
103934	09/25/2024	1004117	08/21/2024	LEGAL SVCS: CONTRACT - POLICE	100-74-5410	Legal Services	302.40
103934	09/25/2024	1004121	08/21/2024	LEGAL SVCS: LITIGATION	100-44-5410	Legal Services	1,145.10
103934	09/25/2024	1004122	08/21/2024	LEGAL SVCS	100-23530	Deposits-Community Develo...	17,478.00
103934	09/25/2024	1004122	08/21/2024	LEGAL SVCS	100-23530	Deposits-Community Develo...	3,495.60
103934	09/25/2024	1004122	08/21/2024	LEGAL SVCS	100-23530	Deposits-Community Develo...	372.00
103934	09/25/2024	1004122	08/21/2024	LEGAL SVCS	100-23530	Deposits-Community Develo...	280.00
103934	09/25/2024	1004122	08/21/2024	LEGAL SVCS	100-23530	Deposits-Community Develo...	74.40
103934	09/25/2024	1004122	08/21/2024	LEGAL SVCS	100-23530	Deposits-Community Develo...	56.00
103934	09/25/2024	1004122	08/21/2024	LEGAL SVCS	100-34-4600	Administrative Fee (CD)	-3,626.00
103934	09/25/2024	1004123	08/21/2024	LEGAL SVCS: 2550 ORANGE	100-23530	Deposits-Community Develo...	11.20
103934	09/25/2024	1004123	08/21/2024	LEGAL SVCS: 2550 ORANGE	100-23530	Deposits-Community Develo...	56.00
103934	09/25/2024	1004123	08/21/2024	LEGAL SVCS: 2550 ORANGE	100-34-4600	Administrative Fee (CD)	-11.20
103934	09/25/2024	1004124	08/21/2024	LEGAL SVCS - CUP APPLICATION	100-23530	Deposits-Community Develo...	4,231.00
103934	09/25/2024	1004124	08/21/2024	LEGAL SVCS - CUP APPLICATION	100-23530	Deposits-Community Develo...	846.20
103934	09/25/2024	1004124	08/21/2024	LEGAL SVCS - CUP APPLICATION	100-34-4600	Administrative Fee (CD)	-846.20
103934	09/25/2024	1004125	08/21/2024	LEGAL SVCS: COMMUNITY SVCS	100-82-5410	Legal Services	168.10
103934	09/25/2024	1004126	08/21/2024	LEGAL SVCS: ECONOMIC DEVELOPMENT	100-47-5410	Legal Services	48.20
103934	09/25/2024	1004127	08/21/2024	LEGAL SVCS: ADMIN/FIN	100-44-5410	Legal Services	168.70
103934	09/25/2024	1004127	08/21/2024	LEGAL SVCS: ADMIN/FIN	100-53-5410	Legal Services	23.50
103934	09/25/2024	1004129	08/21/2024	LEGAL SVCS: NATIONAL CORE PROJECTS	223-40-5400	Contract Services - General	1,249.20
103934	09/25/2024	1004130	08/21/2024	LEGAL SVCS: LANDFILL	100-44-5410	Legal Services	8,346.00
103934	09/25/2024	1005526	09/09/2024	LEGAL SVCS: BKK WEST COVINA CLASS 1 LANDFILL-SOLE	100-44-5410	Legal Services	6,002.80
Vendor 8218 - BEST BEST & KRIEGER LLP Total:							60,555.80
Vendor: 1508 - CALIFA GROUP							
103935	09/25/2024	7484	07/01/2024	COURSERA: 20 LICENSES FY 24-25	100-81-5570	Software Licensing & Support	4,000.00
Vendor 1508 - CALIFA GROUP Total:							4,000.00
Vendor: 1560 - CARUSO FORD							
103936	09/25/2024	5398607	08/29/2024	VECHILE MAINT: UNIT #72620	601-40-5540	Vehicle Maintenance	229.41

Warrant Register							Payment Dates: 9/25/2024 - 9/25/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
103936	09/25/2024	5398658	09/03/2024	VEHICLE MAINT: UNIT #73121, 72419, 73018	601-40-5540	Vehicle Maintenance	630.63
Vendor 1560 - CARUSO FORD Total:							860.04
Vendor: 0111 - CENTRAL BASIN MUNI WATER DIST							
103937	09/25/2024	SH-JUL24	08/16/2024	WATER AND SVCS CHARGES: JUL 2024	500-40-5780	Water Supply Costs	74,812.25
Vendor 0111 - CENTRAL BASIN MUNI WATER DIST Total:							74,812.25
Vendor: 0714 - CIRCLE MARINA CW LLC							
103938	09/25/2024	090424	09/04/2024	CAR WASH SVCS: AUG 2024	100-74-5540	Vehicle Maintenance	200.00
Vendor 0714 - CIRCLE MARINA CW LLC Total:							200.00
Vendor: 1239 - CLEAN ENERGY							
103939	09/25/2024	CE12713444	08/31/2024	CNG FUEL: AUG 2024	601-40-5754	Fuel Purchases	991.56
Vendor 1239 - CLEAN ENERGY Total:							991.56
Vendor: 8268 - ELECTRA-MEDIA INC							
103940	09/25/2024	16896	09/06/2024	ELECTRONIC ADVERTISING DISPLAY: OCT 2024	100-47-5400	Contract Services - General	2,907.80
Vendor 8268 - ELECTRA-MEDIA INC Total:							2,907.80
Vendor: 0130 - GALLS LLC							
103941	09/25/2024	028904929	08/27/2024	UNIFORMS	100-75-5730	Uniforms	104.58
Vendor 0130 - GALLS LLC Total:							104.58
Vendor: 1194 - GRAINGER							
103942	09/25/2024	9231372328	08/28/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	979.67
Vendor 1194 - GRAINGER Total:							979.67
Vendor: 0225 - HACH COMPANY							
103943	09/25/2024	14167238	08/28/2024	WATER DEPT SUPPLIES	500-40-5721	Special Department Supplies	776.96
Vendor 0225 - HACH COMPANY Total:							776.96
Vendor: 8818 - INFINITY TECHNOLOGIES							
103944	09/25/2024	2772	07/31/2024	IT SVCS: JUL 2024	100-52-5440	Technology Technical Services	7,490.00
103944	09/25/2024	2772	07/31/2024	IT SVCS: JUL 2024	100-52-5570	Software Licensing & Support	362.25
103944	09/25/2024	2772	07/31/2024	IT SVCS: JUL 2024	100-74-5440	IT Services	7,490.00
103944	09/25/2024	2774	07/31/2024	CELL PHONE SET UP & DEPLOYMENT	100-52-5840	Capital Outlay	1,465.00
Vendor 8818 - INFINITY TECHNOLOGIES Total:							16,807.25
Vendor: 8840 - KASEYA US, LLC							
103945	09/25/2024	2464551140664	09/28/2024	IT UNITREND SVCS: SEP 2024	100-52-5570	Software Licensing & Support	461.89
103945	09/25/2024	2464551140664	09/28/2024	IT UNITREND SVCS: SEP 2024	100-74-5570	Software Licensing & Support	461.89
103945	09/25/2024	2464551140664	09/28/2024	IT UNITREND SVCS: SEP 2024	500-45-5570	Software Licensing & Support	307.92
Vendor 8840 - KASEYA US, LLC Total:							1,231.70

Warrant Register						Payment Dates: 9/25/2024 - 9/25/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 7026 - KEOKI GLORY							
103946	09/25/2024	08222024	08/22/2024	TRAVEL/TRAINING REIMBURSEMENT	100-72-5320	Travel & Training	8.00
Vendor 7026 - KEOKI GLORY Total:							8.00
Vendor: 8821 - MARIPOSA LANDSCAPES, INC.							
103947	09/25/2024	109047	07/31/2024	CITYWIDE LANDSCAPE MAINT SVCS: JUL 2024	100-94-5530	Lawn Care Services	41,765.10
Vendor 8821 - MARIPOSA LANDSCAPES, INC. Total:							41,765.10
Vendor: 0498 - MEARNES CONSULTING LLC							
103948	09/25/2024	12-WALNUT BLUFF	08/30/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	531.00
103948	09/25/2024	12-WALNUT BLUFF	08/30/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	2,655.00
103948	09/25/2024	12-WALNUT BLUFF	08/30/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-531.00
103948	09/25/2024	19-TCNW	08/15/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	960.08
103948	09/25/2024	19-TCNW	08/15/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	4,800.40
103948	09/25/2024	19-TCNW	08/15/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-960.08
103948	09/25/2024	2356-909 E 25TH ST	08/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103948	09/25/2024	2356-909 E 25TH ST	08/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103948	09/25/2024	2356-909 E 25TH ST	08/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
103948	09/25/2024	2357-909 E 25TH ST	08/22/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103948	09/25/2024	2357-909 E 25TH ST	08/22/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103948	09/25/2024	2357-909 E 25TH ST	08/22/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00

Warrant Register						Payment Dates: 9/25/2024 - 9/25/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
103948	09/25/2024	2358-909 E 25TH ST	08/30/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	29.50
103948	09/25/2024	2358-909 E 25TH ST	08/30/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	147.50
103948	09/25/2024	2358-909 E 25TH ST	08/30/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-29.50
103948	09/25/2024	24132-3357.5 CALIFORNIA	07/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103948	09/25/2024	24132-3357.5 CALIFORNIA	07/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103948	09/25/2024	24132-3357.5 CALIFORNIA	07/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
103948	09/25/2024	24150-3259.5 LEWIS AVE	08/07/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103948	09/25/2024	24150-3259.5 LEWIS AVE	08/07/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103948	09/25/2024	24150-3259.5 LEWIS AVE	08/07/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
103948	09/25/2024	24160	08/04/2024	ENVIRONMENTAL CONSULTING JUSTICE PLAN	100-61-5400	Contract Services - General	2,360.00
103948	09/25/2024	24170-3290.5 LEWIS AVE	08/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	177.00
103948	09/25/2024	24170-3290.5 LEWIS AVE	08/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	885.00
103948	09/25/2024	24170-3290.5 LEWIS AVE	08/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-177.00
103948	09/25/2024	24180-3314 LEMON AVE	08/13/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103948	09/25/2024	24180-3314 LEMON AVE	08/13/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103948	09/25/2024	24180-3314 LEMON AVE	08/13/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00

Warrant Register						Payment Dates: 9/25/2024 - 9/25/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
103948	09/25/2024	24190-3369.5 CERRITOS AVE	08/22/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103948	09/25/2024	24190-3369.5 CERRITOS AVE	08/22/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103948	09/25/2024	24190-3369.5 CERRITOS AVE	08/22/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
103948	09/25/2024	24191-3369 CERRITOS	08/30/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	147.50
103948	09/25/2024	24191-3369 CERRITOS	08/30/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	29.50
103948	09/25/2024	24191-3369 CERRITOS	08/30/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-29.50
103948	09/25/2024	2453-2636.5 E WALL ST	07/22/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103948	09/25/2024	2453-2636.5 E WALL ST	07/22/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103948	09/25/2024	2453-2636.5 E WALL ST	07/22/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
103948	09/25/2024	2463-2323 LEMON	08/04/2024	ENVIRONMENTAL CONSULTING - CITY CHARGE	100-61-5400	Contract Services - General	590.00
103948	09/25/2024	2464-2323 LEMON	08/13/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	118.00
103948	09/25/2024	2464-2323 LEMON	08/13/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	590.00
103948	09/25/2024	2464-2323 LEMON	08/13/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-118.00
Vendor 0498 - MEARNS CONSULTING LLC Total:							14,240.40
Vendor: 5673 - MEDICO PROFESSIONAL LINEN SERVICE							
103949	09/25/2024	21083177	08/30/2024	SHPD SUPPLIES	100-75-5721	Special Department Supplies	110.78
Vendor 5673 - MEDICO PROFESSIONAL LINEN SERVICE Total:							110.78
Vendor: 8722 - MOTHER'S NUTRITIONAL CENTER, INC.							
103950	09/25/2024	655	09/04/2024	FAMILY FOOD DISTRIBUTION FY 24-25	100-82-5723	Event/Program Costs	18,000.00
Vendor 8722 - MOTHER'S NUTRITIONAL CENTER, INC. Total:							18,000.00

Warrant Register						Payment Dates: 9/25/2024 - 9/25/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0170 - OFFICE DEPOT							
103951	09/25/2024	376635227001	08/15/2024	OFFICE SUPPLIES - FINANCE	100-53-5740	General Supplies	217.70
103951	09/25/2024	378844213001	08/20/2024	OFFICE SUPPLIES	100-75-5740	General Supplies	235.47
103951	09/25/2024	378922899001	08/20/2024	OFFICE SUPPLIES	100-72-5740	General Supplies	334.04
103951	09/25/2024	380052541001	08/16/2024	OFFICE SUPPLIES	100-74-5740	General Supplies	219.93
103951	09/25/2024	380066959001	08/16/2024	OFFICE SUPPLIES	100-74-5740	General Supplies	41.66
103951	09/25/2024	381684999001	08/21/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-92-5740	General Supplies	33.05
103951	09/25/2024	381906019001	08/27/2024	OFFICE SUPPLIES	100-76-5740	General Supplies	137.06
103951	09/25/2024	382101986001	09/10/2024	OFFICE SUPPLIES - FINANCE	100-53-5740	General Supplies	168.20
103951	09/25/2024	382417800001	08/19/2024	OFFICE SUPPLIES - COMM SVCS	100-82-5740	General Supplies	95.27
103951	09/25/2024	382628438001	08/21/2024	OFFICE SUPPLIES	100-74-5740	General Supplies	192.60
103951	09/25/2024	384688454001	08/29/2024	OFFICE SUPPLIES - FINANCE	100-53-5740	General Supplies	42.44
103951	09/25/2024	384705092001	08/30/2024	OFFICE SUPPLIES - FINANCE	100-53-5740	General Supplies	73.45
Vendor 0170 - OFFICE DEPOT Total:							1,790.87
Vendor: 8637 - ORION ENVIRONMENTAL INC							
103952	09/25/2024	86CRE-21	07/29/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	222.00
103952	09/25/2024	86CRE-21	07/29/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	1,110.00
103952	09/25/2024	86CRE-21	07/29/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-222.00
103952	09/25/2024	86CRE-22	08/31/2024	PROFESSIONALS SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	703.00
103952	09/25/2024	86CRE-22	08/31/2024	PROFESSIONALS SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	3,515.00
103952	09/25/2024	86CRE-22	08/31/2024	PROFESSIONALS SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-703.00
103952	09/25/2024	86OR1-24	08/31/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	74.00
103952	09/25/2024	86OR1-24	08/31/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	370.00
103952	09/25/2024	86OR1-24	08/31/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-74.00
Vendor 8637 - ORION ENVIRONMENTAL INC Total:							4,995.00

Warrant Register						Payment Dates: 9/25/2024 - 9/25/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 6825 - PERICA BELL							
103953	09/25/2024	09242024	09/24/2024	PLANNING COMMISSION SALARY - QTR 1	100-61-5150	Commission Meetings	375.00
Vendor 6825 - PERICA BELL Total:							375.00
Vendor: 0992 - RUSSELL ROBINETT							
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	623.58
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	5,946.67
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	3,574.42
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	3,341.42
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	1,275.17
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	930.08
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	22,233.33
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	927.42
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	929.00
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	652.08
103954	09/25/2024	09242024	09/24/2024	RENT PAYMENTS: OCT 2024	100-47-5551	Rental of Land & Buildings Exp	695.58
Vendor 0992 - RUSSELL ROBINETT Total:							41,128.75
Vendor: 0460 - SMITH PAINT							
103955	09/25/2024	934635	08/21/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	237.86
103955	09/25/2024	935564	09/03/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	192.72
Vendor 0460 - SMITH PAINT Total:							430.58
Vendor: 8350 - SONIA SAVOULIAN							
103956	09/25/2024	09242024	09/24/2024	PLANNING COMMISSION SALARY - QTR 1	100-61-5150	Commission Meetings	375.00
Vendor 8350 - SONIA SAVOULIAN Total:							375.00
Vendor: 5227 - STUDIO SPECTRUM							
103957	09/25/2024	192878	08/01/2024	CITY COUNCIL CHAMBER A/V IMPROVEMENT PROJECT	100-43-5400	Contract Services - General	1,650.00
103957	09/25/2024	192887	08/15/2024	CITY COUNCIL CHAMBER A/V IMPROVEMENT PROJECT	100-43-5400	Contract Services - General	995.00
103957	09/25/2024	192903	09/01/2024	CITY COUNCIL CHAMBER A/V IMPROVEMENT PROJECT	100-43-5400	Contract Services - General	900.00
Vendor 5227 - STUDIO SPECTRUM Total:							3,545.00
Vendor: 0399 - THE SIGNAL TRIBUNE							
103958	09/25/2024	59281	08/23/2024	LEGAL NOTICE	100-43-5630	Media Services	157.08
103958	09/25/2024	59293	08/30/2024	PUBLICATION SVCS: NOTICE PUBLISHING	100-43-5630	Media Services	225.54
103958	09/25/2024	59294	08/30/2024	PUBLICATION SVCS: NOTICE PUBLISHING	100-43-5630	Media Services	151.45
Vendor 0399 - THE SIGNAL TRIBUNE Total:							534.07

Warrant Register							Payment Dates: 9/25/2024 - 9/25/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 8896 - VITAL RECORDS CONTROL							
103959	09/25/2024	4211711LAX1	04/30/2024	SHREDDING SVCS: APR 2024	100-76-5400	Contract Services - General	508.41
Vendor 8896 - VITAL RECORDS CONTROL Total:							508.41
Vendor: 0276 - WAXIE SANITARY SUPPLY							
103960	09/25/2024	82688551	08/26/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	332.60
Vendor 0276 - WAXIE SANITARY SUPPLY Total:							332.60
Vendor: 0010 - WEST COAST ARBORISTS INC							
103961	09/25/2024	218240	08/15/2024	TREE TRIMMING: 08/01 - 08/15/24	100-95-5531	Arborist Services	1,918.80
Vendor 0010 - WEST COAST ARBORISTS INC Total:							1,918.80
Vendor: 8846 - ZONES, LLC							
103962	09/25/2024	W04116510101	08/29/2024	IT SVCS - CSP OFFICE 365: ADDT'L SUBSCRIPTION	100-52-5725	Software	13.18
Vendor 8846 - ZONES, LLC Total:							13.18
Grand Total:							296,030.90

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	215,301.22
223 - Housing Authority Special Revenue Fund	1,249.20
500 - Water Operations Fund	77,628.88
601 - Vehicle and Equipment	1,851.60
Grand Total:	296,030.90

Account Summary

Account Number	Account Name	Payment Amount
100-23530	Deposits-Community De...	52,847.40
100-34-4600	Administrative Fee (CD)	-8,807.90
100-43-5400	Contract Services - Gene...	3,545.00
100-43-5410	Legal Services	1,615.30
100-43-5630	Media Services	534.07
100-44-5410	Legal Services	26,287.10
100-47-5400	Contract Services - Gene...	2,907.80
100-47-5410	Legal Services	48.20
100-47-5551	Rental of Land & Buildin...	41,128.75
100-52-5440	Technology Technical Se...	7,490.00
100-52-5570	Software Licensing & Su...	824.14
100-52-5725	Software	13.18
100-52-5840	Capital Outlay	1,465.00
100-53-5410	Legal Services	23.50
100-53-5740	General Supplies	501.79
100-61-5150	Commission Meetings	750.00
100-61-5400	Contract Services - Gene...	2,950.00
100-61-5410	Legal Services	2,918.10
100-62-5410	Legal Services	189.80
100-72-5320	Travel & Training	8.00
100-72-5740	General Supplies	334.04
100-74-5410	Legal Services	302.40
100-74-5440	IT Services	7,490.00
100-74-5540	Vehicle Maintenance	200.00
100-74-5570	Software Licensing & Su...	461.89
100-74-5740	General Supplies	454.19
100-75-5721	Special Department Supp..	110.78
100-75-5730	Uniforms	104.58
100-75-5740	General Supplies	235.47
100-76-5400	Contract Services - Gene...	508.41
100-76-5740	General Supplies	137.06
100-81-5570	Software Licensing & Su...	4,000.00

Account Summary

Account Number	Account Name	Payment Amount
100-82-5410	Legal Services	168.10
100-82-5723	Event/Program Costs	18,000.00
100-82-5740	General Supplies	95.27
100-92-5740	General Supplies	365.65
100-94-5530	Lawn Care Services	41,765.10
100-94-5740	General Supplies	430.58
100-95-5531	Arborist Services	1,918.80
100-95-5740	General Supplies	979.67
223-40-5400	Contract Services - Gene...	1,249.20
500-40-5400	Contract Services - Gene...	598.50
500-40-5721	Special Department Supp..	1,910.21
500-40-5780	Water Supply Costs	74,812.25
500-45-5570	Software Licensing & Su...	307.92
601-40-5540	Vehicle Maintenance	860.04
601-40-5754	Fuel Purchases	991.56
Grand Total:		296,030.90

Project Account Summary

Project Account Key	Payment Amount
None	222,823.50
600	2,360.00
6022	11,860.92
6049	336.00
6150	67.20
6157	511.20
6159	5,550.00
6178	5,760.48
6180	885.00
6199	20,973.60
6201	354.00
6202	354.00
6205	3,186.00
6206	708.00
6211	1,062.00
6212	354.00
6215	354.00
6216	531.00
821	18,000.00
Grand Total:	296,030.90

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 5657 - Wells Fargo Bank, N.A. (114)							
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-41-5310	Dues & Memberships	1,752.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-41-5323	Council Development - Woods	519.68
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-41-5330	Meetings	110.34
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-41-5330	Meetings	15.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-41-5511	Telephone	140.54
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-41-5690	Miscellaneous	207.38
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-41-5740	General Supplies	55.22
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5310	Dues & Memberships	-117.91
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5310	Dues & Memberships	119.88
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5310	Dues & Memberships	16.53
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5310	Dues & Memberships	329.61
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5330	Meetings	19.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5330	Meetings	20.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5330	Meetings	499.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5330	Meetings	29.84
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5330	Meetings	443.76
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5330	Meetings	85.79
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5330	Meetings	21.89
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5511	Telephone	51.94
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5540	Vehicle Maintenance	17.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5740	General Supplies	19.90
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5740	General Supplies	54.86
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5740	General Supplies	60.02
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5740	General Supplies	93.56
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5740	General Supplies	9.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-44-5740	General Supplies	17.38
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-45-5310	Dues & Memberships	54.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-45-5310	Dues & Memberships	0.19
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-45-5310	Dues & Memberships	3.30
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-45-5310	Dues & Memberships	92.13
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-45-5310	Dues & Memberships	10.45
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-45-5310	Dues & Memberships	52.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5310	Dues & Memberships	899.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	54.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	58.37
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	44.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	9.92

Warrant Register

Payment Dates: 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	39.78
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	28.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5370	Safety Training	62.23
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5370	Safety Training	115.21
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5370	Safety Training	74.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5370	Safety Training	61.98
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5370	Safety Training	128.40
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5370	Safety Training	144.02
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5370	Safety Training	119.29
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5400	Contract Services - General	300.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5400	Contract Services - General	225.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5425	Medical Services	81.37
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5425	Medical Services	39.98
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5631	Software Purchases	125.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5740	General Supplies	138.40
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-46-5740	General Supplies	495.50
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-47-5310	Dues & Memberships	125.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-51-5511	Telephone/Internet	210.45
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-51-5511	Telephone/Internet	2,083.13
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-51-5511	Telephone/Internet	65.63
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-51-5511	Telephone/Internet	2,107.52
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-51-5511	Telephone/Internet	1,840.31
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-51-5710	Office Supplies	37.46
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-52-5570	Software Licensing & Support	629.53
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-52-5740	General Supplies	66.12
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-52-5740	General Supplies	180.25
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-52-5740	General Supplies	36.63
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-52-5740	General Supplies	17.56
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-52-5740	General Supplies	28.64
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-52-5740	General Supplies	330.30
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-52-5740	General Supplies	88.18
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-61-5150	Commission Meetings	95.07
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-61-5150	Commission Meetings	127.89
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-62-5740	General Supplies	183.06
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-63-5740	General Supplies	41.53
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	1,135.06
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	65.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	495.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	842.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	150.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	192.61
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	80.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	60.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	680.83

Warrant Register

Payment Dates: 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	625.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	695.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	710.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5330	Meetings	131.79
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5330	Meetings	46.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5511	Telephone	1,139.78
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5511	Telephone	1,048.51
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5721	Special Department Supplies	427.83
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5740	General Supplies	88.17
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5740	General Supplies	70.52
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5740	General Supplies	32.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-72-5740	General Supplies	-70.52
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-73-5511	Telephone	38.01
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-73-5511	Telephone	267.65
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5320	Travel & Training	704.35
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5330	Meetings	65.82
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5511	Telephone	309.18
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5540	Vehicle Maintenance	150.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5540	Vehicle Maintenance	8.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5570	Software Licensing & Support	22.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5570	Software Licensing & Support	629.53
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5740	General Supplies	106.08
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	111.89
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	102.98
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	99.04
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-75-5740	General Supplies	287.80
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-77-5511	Telephone	143.06
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-77-5740	General Supplies	66.11
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-77-5740	General Supplies	61.73
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5310	Dues & Memberships	323.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5330	Meetings	9.86
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5330	Meetings	53.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5560	Repair & Maintenance Servic...	362.56
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5570	Software Licensing & Support	89.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5570	Software Licensing & Support	-89.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5570	Software Licensing & Support	659.88
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	100.30
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	56.54
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	165.58
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	36.36
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	139.01
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	16.48
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	22.01
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	19.96

Warrant Register

Payment Dates: 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	16.48
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	19.38
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	67.96
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	12.45
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	39.95
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	44.64
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	43.92
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	51.72
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	50.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	29.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	15.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	5.50
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	339.87
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	579.37
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	129.12
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	400.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5740	General Supplies	59.08
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5740	General Supplies	11.01
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5740	General Supplies	13.16
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5740	General Supplies	20.94
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-81-5740	General Supplies	44.08
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5310	Dues & Memberships	180.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5310	Dues & Memberships	442.75
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5330	Meetings	110.70
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5330	Meetings	78.73
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5330	Meetings	33.06
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5330	Meetings	507.22
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5330	Meetings	5.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5330	Meetings	40.24
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5330	Meetings	11.61
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5330	Meetings	187.39
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5330	Meetings	62.02
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	1,680.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	45.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	360.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	10.68
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	2,246.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	31.95
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	308.66
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	764.26
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	235.69
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	66.08
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	6.66
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	9.91

Warrant Register

Payment Dates: 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	1,270.31
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	-38.45
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	18.73
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	881.98
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	128.11
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	-41.33
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	329.60
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	668.47
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	45.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	135.15
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	41.67
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5740	General Supplies	9.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5740	General Supplies	58.85
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5740	General Supplies	73.77
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5740	General Supplies	49.56
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5740	General Supplies	15.49
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-82-5740	General Supplies	15.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5330	Meetings	216.36
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5330	Meetings	25.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5511	Telephone	413.78
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	50.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	47.71
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	1,354.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	11.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	35.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	13.22
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	48.59
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	50.29
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	129.93
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	97.33
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	103.20
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	81.99
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	18.73
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	5.28
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	30.92
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	77.37
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	79.52
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	36.13
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	80.44
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	278.23
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	138.94
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	34.17
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	64.95
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	14.32

Warrant Register

Payment Dates: 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	2,600.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	196.09
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	74.25
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	38.08
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	29.50
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	24.54
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	16.53
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	17.13
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	36.36
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	107.46
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	20.93
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	97.43
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	86.38
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	50.48
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	4.19
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	52.27
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	134.44
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	7.71
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	187.27
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	154.10
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-83-5740	General Supplies	143.58
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-91-5320	Travel & Training	145.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-91-5330	Meetings	25.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-91-5340	Books & Periodicals	272.40
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-91-5511	Telephone	720.31
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-91-5511	Telephone	196.83
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-91-5740	General Supplies	259.88
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-91-5740	General Supplies	23.15
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-91-5750	Gasoline, Oil, & Tires	55.91
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5330	Meetings	63.28
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5330	Meetings	18.10
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5330	Meetings	129.04
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5511	Telephone/Data	247.66
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5730	Uniforms	318.56
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	33.91
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	17.78
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	102.95
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	20.94
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	27.54
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	82.36
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	184.11
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	85.40
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	9.88
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	257.42

Warrant Register

Payment Dates: 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	229.32
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-92-5740	General Supplies	77.05
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-94-5511	Telephone/Data	83.06
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-94-5740	General Supplies	83.71
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-94-5740	General Supplies	90.85
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-94-5740	General Supplies	229.29
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-94-5740	General Supplies	50.63
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-94-5740	General Supplies	109.08
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5320	Travel & Training	2,200.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5511	Telephone/Data	249.18
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	522.86
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	-39.63
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	75.86
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	61.25
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	43.55
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	289.51
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	45.15
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	620.21
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	32.91
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	100-95-5740	General Supplies	341.84
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	201-40-5723	Food Distribution Costs	1,161.19
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	275-40-5740	General Supplies	438.80
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	275-40-5740	General Supplies	495.02
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	275-40-5740	General Supplies	893.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5320	Travel & Training	186.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5320	Travel & Training	186.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5320	Travel & Training	186.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5320	Travel & Training	186.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5400	Contract Services - General	59.70
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5400	Contract Services - General	219.05
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5511	Telephone/Data	415.30
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5511	Telephone/Data	139.98
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5721	Special Department Supplies	1,314.73
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5721	Special Department Supplies	733.18
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5740	General Supplies	129.57
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5740	General Supplies	35.33
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5740	General Supplies	30.91
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5740	General Supplies	41.75
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-40-5740	General Supplies	38.44
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-45-5720	Postage	21.34
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	500-45-5720	Postage	20.13
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	601-40-5310	Dues & Memberships	275.00
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	601-40-5511	Telephone	41.53
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	601-40-5540	Vehicle Maintenance	150.00

Warrant Register						Payment Dates: 9/10/2024 - 9/10/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	601-40-5540	Vehicle Maintenance	285.24
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	601-40-5540	Vehicle Maintenance	4.49
DFT0012649	09/10/2024	08302024	09/10/2024	P-Card WF Statement	601-40-5721	Vehicle Supplies	282.48
						Vendor 5657 - Wells Fargo Bank, N.A. (114) Total:	67,490.74
						Grand Total:	67,490.74

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	59,520.58
201 - HCDA Grant	1,161.19
275 - OTS Grant	1,826.82
500 - Water Operations Fund	3,943.41
601 - Vehicle and Equipment	1,038.74
Grand Total:	67,490.74

Account Summary

Account Number	Account Name	Payment Amount
100-41-5310	Dues & Memberships	1,752.00
100-41-5323	Council Development - ...	519.68
100-41-5330	Meetings	126.33
100-41-5511	Telephone	140.54
100-41-5690	Miscellaneous	207.38
100-41-5740	General Supplies	55.22
100-44-5310	Dues & Memberships	348.11
100-44-5330	Meetings	1,120.27
100-44-5511	Telephone	51.94
100-44-5540	Vehicle Maintenance	17.00
100-44-5740	General Supplies	255.71
100-45-5310	Dues & Memberships	212.07
100-46-5310	Dues & Memberships	899.00
100-46-5350	Employee Recognition	234.07
100-46-5370	Safety Training	706.12
100-46-5400	Contract Services - Gene...	525.00
100-46-5425	Medical Services	121.35
100-46-5631	Software Purchases	125.00
100-46-5740	General Supplies	633.90
100-47-5310	Dues & Memberships	125.00
100-51-5511	Telephone/Internet	6,307.04
100-51-5710	Office Supplies	37.46
100-52-5570	Software Licensing & Su...	629.53
100-52-5740	General Supplies	747.68
100-61-5150	Commission Meetings	222.96
100-62-5740	General Supplies	183.06
100-63-5740	General Supplies	41.53
100-72-5320	Travel & Training	5,730.50
100-72-5330	Meetings	177.79
100-72-5511	Telephone	2,188.29
100-72-5721	Special Department Supp..	427.83

Account Summary

Account Number	Account Name	Payment Amount
100-72-5740	General Supplies	121.16
100-73-5511	Telephone	305.66
100-74-5320	Travel & Training	704.35
100-74-5330	Meetings	65.82
100-74-5511	Telephone	309.18
100-74-5540	Vehicle Maintenance	158.00
100-74-5570	Software Licensing & Su...	652.52
100-74-5740	General Supplies	106.08
100-74-5750	Gasoline, Oil, & Tires	313.91
100-75-5740	General Supplies	287.80
100-77-5511	Telephone	143.06
100-77-5740	General Supplies	127.84
100-81-5310	Dues & Memberships	323.00
100-81-5330	Meetings	63.85
100-81-5560	Repair & Maintenance S...	362.56
100-81-5570	Software Licensing & Su...	659.88
100-81-5721	Special Department Supp..	536.28
100-81-5723	Event/Program Costs	1,866.30
100-81-5740	General Supplies	148.27
100-82-5310	Dues & Memberships	622.75
100-82-5330	Meetings	1,036.96
100-82-5470	Historical Preservation	1,680.00
100-82-5723	Event/Program Costs	7,524.13
100-82-5740	General Supplies	223.65
100-83-5330	Meetings	241.36
100-83-5511	Telephone	413.78
100-83-5723	Event/Program Costs	5,751.60
100-83-5740	General Supplies	1,208.38
100-91-5320	Travel & Training	145.00
100-91-5330	Meetings	25.00
100-91-5340	Books & Periodicals	272.40
100-91-5511	Telephone	917.14
100-91-5740	General Supplies	283.03
100-91-5750	Gasoline, Oil, & Tires	55.91
100-92-5330	Meetings	210.42
100-92-5511	Telephone/Data	247.66
100-92-5730	Uniforms	318.56
100-92-5740	General Supplies	1,128.66
100-94-5511	Telephone/Data	83.06
100-94-5740	General Supplies	563.56
100-95-5320	Travel & Training	2,200.00
100-95-5511	Telephone/Data	249.18

Account Summary

Account Number	Account Name	Payment Amount
100-95-5740	General Supplies	1,993.51
201-40-5723	Food Distribution Costs	1,161.19
275-40-5740	General Supplies	1,826.82
500-40-5320	Travel & Training	744.00
500-40-5400	Contract Services - Gene...	278.75
500-40-5511	Telephone/Data	555.28
500-40-5721	Special Department Supp..	2,047.91
500-40-5740	General Supplies	276.00
500-45-5720	Postage	41.47
601-40-5310	Dues & Memberships	275.00
601-40-5511	Telephone	41.53
601-40-5540	Vehicle Maintenance	439.73
601-40-5721	Vehicle Supplies	282.48
Grand Total:		67,490.74

Project Account Summary

Project Account Key	Payment Amount
None	53,984.75
804	464.75
805	1,550.45
806	292.55
807	48.59
811	4,004.00
812	2,246.00
813	25.39
814	1,371.46
818	2,005.58
8201A	1,161.19
824	100.34
825	235.69
Grand Total:	67,490.74

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/5/2024 - 9/5/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 1464 - CALIFORNIA BUILDING STANDARDS DFT0012528	09/05/2024	063024	08/12/2024	BSC FEES - 4TH QTR: 4/1 - 6/30/24	100-24202	Building Standards Commissi...	281.00
						Vendor 1464 - CALIFORNIA BUILDING STANDARDS Total:	281.00
						Grand Total:	281.00

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	<u>281.00</u>
Grand Total:	281.00

Account Summary

Account Number	Account Name	Payment Amount
100-24202	Building Standards Com...	<u>281.00</u>
Grand Total:		281.00

Project Account Summary

Project Account Key	Payment Amount
None	<u>281.00</u>
Grand Total:	281.00

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0377 - CITY OF LONG BEACH							
DFT0012520	09/10/2024	8237-081924	08/19/2024	GAS SVCS - 2175 E 28TH ST	100-92-5512	Utility Services	18.02
DFT0012521	09/10/2024	9816-081924	08/19/2024	GAS SVCS - 1780 E HILL ST	100-92-5512	Utility Services	83.28
DFT0012522	09/10/2024	8387-081924	08/19/2024	WATER SVCS - 6059 CHERRY AVE	100-92-5512	Utility Services	26.01
DFT0012523	09/10/2024	8906-081924	08/19/2024	GAS SVCS - 2175 CHERRY AVE	100-92-5512	Utility Services	15.29
DFT0012524	09/10/2024	4016-081924	08/19/2024	GAS SVCS - 1919 E HILL ST	100-92-5512	Utility Services	15.29
DFT0012525	09/10/2024	1784-081924	08/19/2024	WATER SVCS - 6475 ORANGE AVE	100-92-5512	Utility Services	104.06
DFT0012526	09/10/2024	7236-081924	08/19/2024	GAS SVCS - 2745 WALNUT AVE	100-92-5512	Utility Services	76.48
Vendor 0377 - CITY OF LONG BEACH Total:							338.43
Grand Total:							338.43

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	<u>338.43</u>
Grand Total:	338.43

Account Summary

Account Number	Account Name	Payment Amount
100-92-5512	Utility Services	<u>338.43</u>
Grand Total:		338.43

Project Account Summary

Project Account Key	Payment Amount
None	<u>338.43</u>
Grand Total:	338.43

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/4/2024 - 9/4/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 5303 - FRONTIER							
DFT0012644	09/04/2024	09042024	09/04/2024	FRONTIER SVCS: 08/07 - 09/06/24	100-51-5511	Telephone/Internet	88.57
DFT0012644	09/04/2024	09042024	09/04/2024	FRONTIER SVCS: 08/07 - 09/06/24	100-74-5511	Telephone	732.80
Vendor 5303 - FRONTIER Total:							821.37
Grand Total:							821.37

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	<u>821.37</u>
Grand Total:	821.37

Account Summary

Account Number	Account Name	Payment Amount
100-51-5511	Telephone/Internet	88.57
100-74-5511	Telephone	<u>732.80</u>
Grand Total:		821.37

Project Account Summary

Project Account Key	Payment Amount
None	<u>821.37</u>
Grand Total:	821.37

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 5303 - FRONTIER DFT0012646	09/10/2024	09102024	09/10/2024	FRONTIER SVCS: 08/15 - 09/14/24	100-51-5511	Telephone/Internet	777.39
Vendor 5303 - FRONTIER Total:							777.39
Grand Total:							777.39

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	<u>777.39</u>
Grand Total:	777.39

Account Summary

Account Number	Account Name	Payment Amount
100-51-5511	Telephone/Internet	<u>777.39</u>
Grand Total:		777.39

Project Account Summary

Project Account Key	Payment Amount
None	<u>777.39</u>
Grand Total:	777.39

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/9/2024 - 9/9/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 5303 - FRONTIER DFT0012645	09/09/2024	09092024	09/09/2024	FRONTIER SVCS: 08/13 - 09/12/24	100-51-5511	Telephone/Internet	100.22
Vendor 5303 - FRONTIER Total:							100.22
Grand Total:							100.22

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	<u>100.22</u>
Grand Total:	100.22

Account Summary

Account Number	Account Name	Payment Amount
100-51-5511	Telephone/Internet	<u>100.22</u>
Grand Total:		100.22

Project Account Summary

Project Account Key	Payment Amount
None	<u>100.22</u>
Grand Total:	100.22

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/12/2024 - 9/12/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 5303 - FRONTIER DFT0012647	09/12/2024	09122024	09/12/2024	FRONTIER SVCS: 08/17 - 09/16/24	100-51-5511	Telephone/Internet	994.88
						Vendor 5303 - FRONTIER Total:	994.88
						Grand Total:	994.88

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	<u>994.88</u>
Grand Total:	994.88

Account Summary

Account Number	Account Name	Payment Amount
100-51-5511	Telephone/Internet	<u>994.88</u>
Grand Total:		994.88

Project Account Summary

Project Account Key	Payment Amount
None	<u>994.88</u>
Grand Total:	994.88

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/13/2024 - 9/13/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 5303 - FRONTIER							
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	13.86
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	89.47
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	66.71
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	63.37
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	63.37
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	908.93
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	841.42
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	124.03
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	839.62
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	124.03
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	63.37
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	63.37
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	63.37
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	43.23
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	43.23
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	174.63
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	100-51-5511	Telephone/Internet	124.03
DFT0012648	09/13/2024	09132024	09/13/2024	FRONTIER SVCS: 08/19 - 09/18/24	500-40-5511	Telephone/Data	1,638.35
Vendor 5303 - FRONTIER Total:							5,348.39
Grand Total:							5,348.39

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	3,710.04
500 - Water Operations Fund	<u>1,638.35</u>
Grand Total:	5,348.39

Account Summary

Account Number	Account Name	Payment Amount
100-51-5511	Telephone/Internet	3,710.04
500-40-5511	Telephone/Data	<u>1,638.35</u>
Grand Total:		5,348.39

Project Account Summary

Project Account Key	Payment Amount
None	<u>5,348.39</u>
Grand Total:	5,348.39

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/5/2024 - 9/5/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0464 - SOUTHERN CALIFORNIA EDISON							
DFT0012640	09/05/2024	8542-082324	08/23/2024	ELECTRIC SERVICE: AUG 2024	100-94-5512	Utility Services	65.48
						Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:	65.48
						Grand Total:	65.48

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	<u>65.48</u>
Grand Total:	65.48

Account Summary

Account Number	Account Name	Payment Amount
100-94-5512	Utility Services	<u>65.48</u>
Grand Total:		65.48

Project Account Summary

Project Account Key	Payment Amount
None	<u>65.48</u>
Grand Total:	65.48

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/9/2024 - 9/9/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0464 - SOUTHERN CALIFORNIA EDISON							
DFT0012639	09/09/2024	9772-082624	08/26/2024	ELECTRIC SERVICE: JUL 2024	100-92-5512	Utility Services	39,244.52
DFT0012639	09/09/2024	9772-082624	08/26/2024	ELECTRIC SERVICE: JUL 2024	100-94-5512	Utility Services	16,984.98
DFT0012639	09/09/2024	9772-082624	08/26/2024	ELECTRIC SERVICE: JUL 2024	100-95-5512	Utility Services	1,277.48
DFT0012639	09/09/2024	9772-082624	08/26/2024	ELECTRIC SERVICE: JUL 2024	260-40-5512	Utility Services	49.43
DFT0012639	09/09/2024	9772-082624	08/26/2024	ELECTRIC SERVICE: JUL 2024	500-40-5512	Utility Services	23,805.67
Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:							81,362.08
Grand Total:							81,362.08

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	57,506.98
260 - Lighting and Landscape	49.43
500 - Water Operations Fund	23,805.67
Grand Total:	81,362.08

Account Summary

Account Number	Account Name	Payment Amount
100-92-5512	Utility Services	39,244.52
100-94-5512	Utility Services	16,984.98
100-95-5512	Utility Services	1,277.48
260-40-5512	Utility Services	49.43
500-40-5512	Utility Services	23,805.67
Grand Total:		81,362.08

Project Account Summary

Project Account Key	Payment Amount
None	81,362.08
Grand Total:	81,362.08

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/10/2024 - 9/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0464 - SOUTHERN CALIFORNIA EDISON DFT0012642	09/10/2024	1820-082824	08/28/2024	ELECTRIC SERVICE: AUG 2024	100-47-5512	Utility Services	2,691.87
						Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:	2,691.87
						Grand Total:	2,691.87

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	<u>2,691.87</u>
Grand Total:	2,691.87

Account Summary

Account Number	Account Name	Payment Amount
100-47-5512	Utility Services	<u>2,691.87</u>
Grand Total:		2,691.87

Project Account Summary

Project Account Key	Payment Amount
None	<u>2,691.87</u>
Grand Total:	2,691.87

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/11/2024 - 9/11/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0464 - SOUTHERN CALIFORNIA EDISON							
DFT0012641	09/11/2024	1222-082924	08/29/2024	ELECTRIC SERVICE: AUG 2024	500-40-5512	Utility Services	3,516.27
DFT0012643	09/11/2024	5614-082924	08/29/2024	ELECTRIC SERVICE: AUG 2024	100-92-5512	Utility Services	6,757.16
Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:							10,273.43
Grand Total:							10,273.43

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	6,757.16
500 - Water Operations Fund	<u>3,516.27</u>
Grand Total:	10,273.43

Account Summary

Account Number	Account Name	Payment Amount
100-92-5512	Utility Services	6,757.16
500-40-5512	Utility Services	<u>3,516.27</u>
Grand Total:		10,273.43

Project Account Summary

Project Account Key	Payment Amount
None	<u>10,273.43</u>
Grand Total:	10,273.43

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



City of Signal Hill

Warrant Register

By Vendor Name

Payment Dates 9/16/2024 - 9/16/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 7313 - CITY OF SIGNAL HILL							
DFT0012532	09/16/2024	08312024	09/16/2024	MONTHLY WATER CHARGES - AUG 2024	100-13001	Accrued Accounts Receivable	520.10
DFT0012532	09/16/2024	08312024	09/16/2024	MONTHLY WATER CHARGES - AUG 2024	100-47-5512	Utility Services	25.76
DFT0012532	09/16/2024	08312024	09/16/2024	MONTHLY WATER CHARGES - AUG 2024	100-92-5512	Utility Services	6,808.34
DFT0012532	09/16/2024	08312024	09/16/2024	MONTHLY WATER CHARGES - AUG 2024	100-94-5512	Utility Services	23,133.15
DFT0012532	09/16/2024	08312024	09/16/2024	MONTHLY WATER CHARGES - AUG 2024	260-40-5512	Utility Services	903.01
DFT0012532	09/16/2024	08312024	09/16/2024	MONTHLY WATER CHARGES - AUG 2024	500-40-5512	Utility Services	357.85
Vendor 7313 - CITY OF SIGNAL HILL Total:							31,748.21
Grand Total:							31,748.21

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	30,487.35
260 - Lighting and Landscape	903.01
500 - Water Operations Fund	357.85
Grand Total:	31,748.21

Account Summary

Account Number	Account Name	Payment Amount
100-13001	Accrued Accounts Recei...	520.10
100-47-5512	Utility Services	25.76
100-92-5512	Utility Services	6,808.34
100-94-5512	Utility Services	23,133.15
260-40-5512	Utility Services	903.01
500-40-5512	Utility Services	357.85
Grand Total:		31,748.21

Project Account Summary

Project Account Key	Payment Amount
None	31,748.21
Grand Total:	31,748.21

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

Dated

Finance Director

City Manager



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

9/24/2024

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO
CITY MANAGER**

SUBJECT: APPROVAL OF MEETING MINUTES

Summary:

Regular Meeting of September 10, 2024.

Strategic Plan Goal(s):

Goal No. 5. High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Approve the meeting minutes.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

MINUTES OF A REGULAR MEETING SIGNAL HILL CITY COUNCIL September 10, 2024

A Regular Meeting of the Signal Hill City Council was held in-person in the Council Chamber on September 10, 2024.

(1) **CALL TO ORDER – 6:01 P.M.**

(2) **ROLL CALL**

PRESENT: MAYOR LORI WOODS
COUNCIL MEMBER ROBERT COPELAND
COUNCIL MEMBER TINA HANSEN

ABSENT: COUNCIL MEMBER KEIR JONES

LATE ARRIVAL: VICE MAYOR EDWARD WILSON

(3) **CLOSED SESSION**

- a. A CLOSED SESSION WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54957 TO CONDUCT PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS.

TITLES: CITY MANAGER AND CITY ATTORNEY.

(4) **PUBLIC BUSINESS FROM THE FLOOR ON CLOSED SESSION ITEMS**

There was no public business from the floor.

(5) **RECESS TO CLOSED SESSION AT 6:02 P.M.**

Vice Mayor Wilson arrived at 6:04 p.m.

(6) **RECONVENE REGULAR MEETING – 7:06 P.M.**

(7) **PLEDGE OF ALLEGIANCE**

(8) **CLOSED SESSION REPORT**

City Attorney reported on closed session items; there was no reportable action taken.

(9) **PUBLIC BUSINESS FROM THE FLOOR ON ITEMS NOT LISTED ON THE AGENDA**

There was no public business from the floor.

(10) **COMMUNITY ANNOUNCEMENTS**

(12) **PUBLIC HEARINGS**

- a. PUBLIC HEARING - CONDUCT A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING, TO ADOPT A RESOLUTION APPROVING THE ISSUANCE OF A NOT TO EXCEED TOTAL OF \$7,000,000.00 OF CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY REVENUE BONDS FOR THE BENEFIT OF EDCO WASTE & RECYCLING SERVICES, INCORPORATED, EDCO DISPOSAL CORPORATION, EDCO WASTE SERVICES LLC, EDCO TRANSPORT SERVICES, LLC, AND/OR A RELATED ENTITY FOR THE PURPOSE OF FINANCING, REFINANCING, AND/OR REIMBURSING THE COST OF SOLID WASTE DISPOSAL FACILITIES

Mayor Woods opened the Public Hearing at 7:18 p.m. and invited any wishing to speak in favor of or in opposition to the resolution to please come forward. There was no public comment. Mayor Woods closed the Public Hearing at 7:18 p.m.

It was moved by COUNCIL MEMBER HANSEN and seconded by COUNCIL MEMBER COPELAND to adopt Resolution No. 2024-09-6833 approving the proposed issuance of the bonds by the Authority to finance, refinance, and/or reimburse the cost of solid waste disposal facilities.

Resolution No. 2024-09-6833, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING THE ISSUANCE OF A NOT-TO-EXCEED TOTAL OF \$7,000,000 OF CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY REVENUE BONDS FOR THE BENEFIT OF EDCO WASTE & RECYCLING SERVICES, INCORPORATED, EDCO DISPOSAL CORPORATION, EDCO WASTE SERVICES LLC, EDCO TRANSPORT SERVICES, LLC AND/OR A RELATED ENTITY FOR THE PURPOSE OF FINANCING, REFINANCING, AND/OR REIMBURSING THE COST OF SOLID WASTE DISPOSAL FACILITIES, PROVIDING THE TERMS AND CONDITIONS FOR SUCH BONDS AND OTHER MATTERS RELATING THERETO HEREIN SPECIFIED

The following vote resulted:

AYES: MAYOR WOODS
VICE MAYOR WILSON
COUNCIL MEMBER COPELAND
COUNCIL MEMBER HANSEN

NOES: NONE

ABSENT: COUNCIL MEMBER JONES

ABSTAIN: NONE

- b. PUBLIC HEARING- A RESOLUTION TO ESTABLISH A VENDING IMPOUNDMENT FEE RELATING TO UNPERMITTED SIDEWALK VENDORS THEREBY AMENDING THE UNIFORM SCHEDULE OF SERVICE FEES AND CHARGES 2024-04-6794

Mayor Woods opened the Public Hearing at 7:23 and invited anyone wishing to speak in favor of or in opposition to the resolution to please come forward. There was no public comment. Mayor Woods closed the Public Hearing at 7:23 p.m.

It was moved by VICE MAYOR WILSON and seconded by COUNCIL MEMBER COPELAND to adopt Resolution No. 2024-09-6834 amending Resolution No. 2024-04-6794, amending the uniform schedule of service fees and charges.

Adopt Resolution No. 2024-09-6834, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2024-04-6794, AMENDING THE UNIFORM SCHEDULE OF SERVICE FEES AND CHARGES

The following vote resulted:

AYES: MAYOR WOODS
VICE MAYOR WILSON
COUNCIL MEMBER COPELAND
COUNCIL MEMBER HANSEN

NOES: NONE

ABSENT: COUNCIL MEMBER JONES

ABSTAIN: NONE

(13) CITY MANAGER REPORTS

- a. SIGNAL HILL GENERAL FUND RESERVE POLICY

City Council discussed and provided feedback to staff and direction to amend the proposed General Reserve Policy regarding the types of reserves and the threshold.

Mayor Woods clarified that she supported the Reserve Policy; however, she did not support the higher threshold.

It was moved by COUNCIL MEMBER COPELAND and seconded by VICE MAYOR WILSON to adopt Resolution No. 2024-09-6835 adopting a General Fund Reserve Policy for the City of Signal Hill.

Adopt Resolution No. 2024-09-6835, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING A GENERAL FUND RESERVE POLICY FOR THE CITY OF SIGNAL HILL

The following vote resulted:

AYES: MAYOR WOODS
 VICE MAYOR WILSON
 COUNCIL MEMBER COPELAND
 COUNCIL MEMBER HANSEN

NOES: NONE

ABSENT: COUNCIL MEMBER JONES

ABSTAIN: NONE

(14) CONSENT CALENDAR

- a. ADOPTION OF A RESOLUTION TERMINATING THE CITY MANAGER'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY IN RESPONSE TO 2024 FEBRUARY WINTER STORMS
- b. RESOLUTION APPROVING A REVISED RECORDS MANAGEMENT PROGRAM AND ADOPTING A REVISED RECORDS RETENTION SCHEDULE FOR THE RETENTION AND DESTRUCTION OF OBSOLETE RECORDS
- c. CONTRACT SERVICES AGREEMENT WITH GRANICUS, LIMITED LIABILITY CORPORATION (GRANICUS) FOR ELECTRONIC AGENDA MANAGEMENT AND VIDEO STREAMING SERVICES
- d. CONTRACT AMENDMENT REGISTER DATED SEPTEMBER 10, 2024
- e. WARRANT REGISTER DATED SEPTEMBER 10, 2024
- f. APPROVAL OF MEETING MINUTES

It was moved by COUNCIL MEMBER COPELAND and seconded by COUNCIL MEMBER HANSEN to approve the Consent Calendar.

The following vote resulted:

AYES: MAYOR WOODS
 VICE MAYOR WILSON
 COUNCIL MEMBER COPELAND
 COUNCIL MEMBER HANSEN

NOES: NONE

ABSENT: COUNCIL MEMBER JONES

ABSTAIN: NONE

(15) COUNCIL AGENDA--NEW BUSINESS

Mayor Woods reminded everyone to attend the Model T Hill Climb event on Saturday, September 14, at 10:00 a.m. at Discovery Well Park.

(16) ADJOURNMENT

It was moved by COUNCIL MEMBER HANSEN and seconded by COUNCIL MEMBER COPELAND to adjourn tonight's meeting to the next regular meeting of the City Council on Tuesday, September 24, 2024 at 7:00 p.m.

MAYOR WOODS adjourned the meeting at 8:23 p.m.

LORI Y. WOODS
MAYOR

Attest:

DARITZA GONZALEZ
CITY CLERK