



## CITY OF SIGNAL HILL

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2175 Cherry Avenue • Signal Hill, California 90755-3799

THE CITY OF SIGNAL HILL  
WELCOMES YOU TO A REGULAR  
CITY COUNCIL MEETING  
October 22, 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](http://www.cityofsignalhill.org).

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

- City of Signal Hill website at [www.cityofsignalhill.org](http://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](mailto:cityclerk@cityofsignalhill.org) not later than 5:00 p.m. on Tuesday, October 22, 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 54957 REGARDING PUBLIC EMPLOYEE APPOINTMENT.

TITLE: DEPUTY CITY MANAGER

(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. THE CITY OF LONG BEACH, LONG BEACH ANIMAL CARE SERVICES STAFF WILL INTRODUCE A PET AVAILABLE FOR ADOPTION.
- b. THE SUSTAINABLE CITY COMMITTEE HAS AWARDED A SUSTAINABILITY AWARD TO THE HEIGHTS AT SIGNAL HILL, LOCATED AT 2201 EAST 21ST STREET FOR THEIR COMMON AREA REMODEL. THE PROJECT INCLUDED REMOVING THE WATER-AND-ENERGY CONSUMING SWIMMING POOL AND REPLACING IT WITH A BBQ AREA, PATIO, DROUGHT TOLERANT LANDSCAPING, AND A STORMWATER CAPTURE FEATURE. COMMITTEE CHAIR SONIA SAVOULIAN WILL PRESENT THE AWARD.
- c. THE PUBLIC WORKS DEPARTMENT WILL PROVIDE A PRESENTATION TITLED “PUBLIC WORKS DEPARTMENT - STATUS UPDATE ON VARIOUS FY 24-25 CIP PROJECTS.”

**(12) CITY MANAGER REPORTS**

- a. PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTS FOR EAST BURNETT STREET HISTORICAL DISTRICT PEDESTRIAN AND BIKE ENHANCEMENT PROJECT

Summary:

The City Council will consider authorizing the City Manager to enter into a Professional Consultant Services Agreement with Catalyst Environmental Solutions Corporation for the Project Approval and Environmental Documents (PA&ED) phase of the East Burnett Street Historical District Pedestrian and Bike Enhancement Project. This project includes the installation of sidewalks between Gaviota Avenue and Cherry Avenue, a Class 2 Bike Lane between Walnut Avenue and Dawson Avenue, and various roadway amenities and improvements. The PA&ED process would involve analyzing potential environmental impacts and preparing the necessary environmental documentation. The planned enhancements would promote safer, more popular, and healthier travel options along East Burnett Street. If approved by the City Council, work is scheduled to begin in November 2024 and be completed by May 2025.

Strategic Plan Goal(s):

- Goal No. 1: Financial Stability: Ensure the City's long-term financial stability and resilience.
- Goal No. 2: Community Safety: Maintain community safety by supporting public safety services and increasing emergency preparedness.
- Goal No. 4: Infrastructure: Maintain and Improve the City's physical infrastructure, water system, and recreational spaces.

Recommendations:

1. Authorize the City Manager to enter into a Professional Consultant Services Agreement with Catalyst Environmental Solutions Corporation to provide PA&ED for the East Burnett Street Historical District Pedestrian and Bike Enhancement Project, for a term of six-months and a not-to-exceed contract amount of \$147,260.00, in a form approved by the City Attorney; and
2. Authorize the Public Works Director to utilize a project contingency of up to 10% (\$14,726.00) and approve up to a 180-calendar day term extension to accommodate any unforeseen conditions. The proposed contingency brings the total construction budget to \$161,986.00.

**(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. **AMENDMENT TO AGREEMENT WITH INFINITY TECHNOLOGIES FOR INFORMATION TECHNOLOGY (IT) MANAGEMENT SERVICES**

Summary:

In December 2022, the City of Signal Hill entered into a Professional Services Agreement with Infinity Technologies to administer the City's computer, technology, and cybersecurity needs. Infinity Technologies' day-to-day duties include safeguarding the City's computer networks, upgrading devices, and providing help desk service to employees. The current contract provides the City with 32 hours of support per week (totaling 4 days) at a rate of \$14,980 per month, or \$179,760 per year. Throughout the term of the agreement, staff has continued evaluating the City's technological needs. Infinity Technologies has helped the City modernize its IT infrastructure by deploying new technology to increase cybersecurity, enhancing the City's server infrastructure, and implementing a new phone system. Infinity Technologies also supported the Police Department by upgrading the radio system, body worn cameras, and in-car Police vehicle computers. After two years of service and based on the City's evolving needs and operational experience, staff recommends an increase to the annual contract amount. The proposed adjustment would reflect an increase in service levels to 40 hours (5 days per week) and extend the contract term through December 1, 2028. The proposed adjustment would increase the annual contract by \$42,240, bringing the total to \$222,000 per year.

Strategic Plan Goal(s):

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, or designee, to execute the First Amendment to the agreement with Infinity Technologies increasing the base rate to \$222,000 per year and extending the Contract term to December 1, 2028, with an effective date of November 1, 2024.

2. 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.

- b. FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR THE DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBOR WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS

Summary:

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority is a watershed-based coalition. GWMA is comprised of various cities, water agencies and a port which are responsible for coordinating the regional watershed needs of 2 million people in the Gateway Region located in Southeastern Los Angeles County. The City Council will consider approving the First Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for administration and cost sharing of the Harbors Waters Toxic Pollutants Total Maximum Daily Loads compliance monitoring and reporting plan.

Strategic Plan Goals(s):

- Goal No. 2 Community Safety: Maintaining community safety by supporting public safety services and increasing emergency preparedness.
- Goal No. 4 Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.

Recommendation:

Authorize the City Manager to execute the First Amendment to the Memorandum of Understanding between the City and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for administration and cost sharing to implement the coordinated compliance, monitoring, and reporting plan (CCRMP) for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Loads. The proposed amendment would extend the term of the MOU through December 31, 2029, and allow the City to continue coordinating with other responsible agencies on regional watershed objectives.

- c. CONTRACT AMENDMENT REGISTER DATED OCTOBER 22, 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.

There are three contract amendments for City Council consideration as follows:

- 1) Architerra Incorporated, dba Architerra Design Group: Design Consulting services for Hillbrook Park. The proposed Third Amendment would extend the term through January 28, 2025.
- 2) MAJ Engineering, Incorporated: Construction services for the ADA Curb Ramp Project. Change Order No. 2 would increase the contract by \$12,372 for a total contract amount of \$157,885. This increase is \$8,490 above the original compensation including the 10% contingency. This adjustment is necessary to address unforeseen conditions during construction that required the removal of curb and gutter to accommodate required grades at new ADA curb ramps. Previously, Change Order No.1 extended the term through October 28, 2024, and increased the compensation by \$9,698.67.
- 3) Tetra Tech, Incorporated: Professional services for Well 10. The proposed Fifth Amendment would extend the term through May 23, 2025, and increase the compensation by \$5,000 for a total contract amount of \$480,000. The additional compensation is required to address new permit related comments from the Department of Drinking Water for Well 9.

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 October 22, 2024.

d. 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.

- e. WARRANT REGISTER DATED OCTOBER 22, 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 October 22, 2024.

- f. APPROVAL OF MEETING MINUTES

Summary:

Special Meeting of October 2, 2024.  
Regular Meeting of October 8, 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, November 12, 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

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10/22/2024

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**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 54957 regarding public employee appointment.

Title: Deputy City Manager

Recommendation:

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



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

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10/22/2024

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**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 - LONG BEACH ANIMAL CARE SERVICES**

**Summary:**

The City of Long Beach, Long Beach Animal Care Services staff will introduce a pet available for adoption.



CITY OF SIGNAL HILL  
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

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10/22/2024

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**AGENDA ITEM**

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

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: COLLEEN T. DOAN  
COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: PRESENTATION OF SUSTAINABILITY AWARD**

**Summary:**

The Sustainable City Committee has awarded a Sustainability Award to The Heights at Signal Hill, located at 2201 East 21<sup>st</sup> Street for their common area remodel. The project included removing the water-and-energy consuming swimming pool and replacing it with a BBQ area, patio, drought tolerant landscaping, and a stormwater capture feature. Committee Chair Sonia Savoulian will present the award.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

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10/22/2024

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**AGENDA ITEM**

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

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: THOMAS BEKELE  
PUBLIC WORKS DIRECTOR**

**SUBJECT: PRESENTATION**

Summary:

The Public Works Department will provide a presentation titled "Public Works Department - Status Update on Various FY 24-25 CIP Projects."



STAFF REPORT

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10/22/2024

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**AGENDA ITEM**

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

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: THOMAS BEKELE  
PUBLIC WORKS DIRECTOR**

**SUBJECT: PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTS FOR EAST  
BURNETT STREET HISTORICAL DISTRICT PEDESTRIAN AND BIKE  
ENHANCEMENT PROJECT**

Summary:

The City Council will consider authorizing the City Manager to enter into a Professional Consultant Services Agreement with Catalyst Environmental Solutions Corporation for the Project Approval and Environmental Documents (PA&ED) phase of the East Burnett Street Historical District Pedestrian and Bike Enhancement Project. This project includes the installation of sidewalks between Gaviota Avenue and Cherry Avenue, a Class 2 Bike Lane between Walnut Avenue and Dawson Avenue, and various roadway amenities and improvements. The PA&ED process would involve analyzing potential environmental impacts and preparing the necessary environmental documentation. The planned enhancements would promote safer, more popular, and healthier travel options along East Burnett Street. If approved by the City Council, work is scheduled to begin in November 2024 and be completed by May 2025.

Strategic Plan Goal(s):

- Goal No. 1: Financial Stability: Ensure the City's long-term financial stability and resilience.
- Goal No. 2: Community Safety: Maintain community safety by supporting public safety services and increasing emergency preparedness.
- Goal No. 4: Infrastructure: Maintain and Improve the City's physical infrastructure, water system, and recreational spaces.

Recommendations:

1. Authorize the City Manager to enter into a Professional Consultant Services Agreement with Catalyst Environmental Solutions Corporation to provide PA&ED for the East Burnett Street Historical District Pedestrian and Bike Enhancement Project, for a term of six-months and a not-to-exceed contract amount of \$147,260.00, in a form approved by the City Attorney; and
2. Authorize the Public Works Director to utilize a project contingency of up to 10% (\$14,726.00) and approve up to a 180-calendar day term extension to accommodate any unforeseen conditions. The proposed contingency brings the total construction budget to \$161,986.00.

Fiscal Impact:

The total budget for this project is \$2,894,000, which covers the cost for the Project Approval and Environmental Documents (PA&ED) phase, Plans, Specifications & Estimates (PS&E) and construction costs. Of this total amount, \$2,785,000 will come from the Federal Active Transportation Program (ATP Cycle 6) grant, while the remaining amount of \$109,000 is budgeted from CIP reserves. The PA&ED phase is budgeted at \$200,000, with \$192,000 funded by ATP Cycle 6 funds and \$8,000 from CIP reserves.

Background:

The East Burnett Street Corridor, from Walnut Avenue to Dawson Avenue at Skyline Drive (where the corridor's name changes east of Cherry Avenue), is a popular route for pedestrians and bicyclists. However, this corridor lacks sidewalks and or pedestrian safety features, bike lanes and signage. Although the City's General Plan Circulation Element and Bike Master Plan identify this corridor for future improvements, including sidewalks and Class 3 bike routes, it currently lacks bike route or lane identifications for along the entire length.

The California Active Transportation Program (ATP) promotes transportation through bicycling, walking, or skateboarding, requiring local street improvements to safely accommodate and attract bicyclists and pedestrians. In June 2022, the Public Works Department applied for funding for this project through the ATP Cycle 6 program. The proposed improvements aim to fill walkway gaps, construct new walkways with retaining walls, build new ADA-compliant ramps, and provide lighting and landscaping. Specific improvements include:

- Constructing sidewalks on East Burnett between Gaviota Avenue and Cherry Avenue.
- Landscaping alongside Class 2 Bicycle Lanes on East Burnett Avenue/Skyline Drive between Walnut Avenue and Dawson Avenue.
- Reconstructing the roadway between Walnut Avenue and Cherry Avenue to enhance safety.

The proposed project would facilitate active transportation options and improve connectivity to other walkways, including the popular Hilltop Panoramic trail system, parks, schools, transit stops, City Hall, the Signal Hill Public Library, retail services, grocery stores, community centers, and other residential neighborhoods.

On June 28 and 29, 2023, the California Transportation Commission approved City's East Burnett Street Historical District Pedestrian and Bike Enhancement Project under the 2023 Active Transportation Program for a total grant amount of \$2,785,000 with a City match of \$109,000. On

May 14, 2024, the City Council approved the City Manager and Public Works Director to execute a Master Agreement with the Department of Transportation for project funding. The grant covers costs for Environmental Studies and Permits, Design, and Construction phases.

Analysis:

RFP Circulation Process

On August 16, 2024, staff issued a Request for Proposal (RFP) for the preparation of the PA&ED for the East Burnett Street Historical District Pedestrian and Bike Enhancement Project. The City posted the RFP at the following locations:

- PlanetBids via the City's online portal
- City Website
- Public notice locations as identified in Signal Hill Municipal Code Section 1.08.010

Staff sent notifications to prospective proposers through the City's electronic bidding system; 22 prospective proposers downloaded the contract documents. The proposals were due to the City on September 6, 2024, at 2:00 pm.

Proposal Opening

The City received one (1) proposal from Catalyst Environmental Solutions Corporation (Catalyst) by the deadline. Staff verified the proposal was complete and in compliance with City requirements. Staff conducted reference checks, confirming that this firm has the required certifications and experience to perform the work under this agreement.

Evaluation Process

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

- A. Qualifications and Experience of the Firm
- B. Qualifications and Experience of the personnel assigned to the project team
- C. Detailed Work Plan

Consultant Selection

Prior to the project's advertisement on August 16, 2024, staff had previously advertised the same project on July 19, 2024, with a proposal opening deadline of August 9, 2024; however, there were no proposals received at that time. Although the City only received one proposal on the second advertisement (August 16, 2024), based on the results of the evaluation of Catalyst's proposal, the Selection Committee determined that Catalyst adequately addressed the evaluation criteria, conveyed a logical approach and methodology for the detailed work plan, and demonstrated the qualifications and competence necessary for the satisfactory performance of the services. Staff believes that Catalyst is qualified to provide the Project Approval and Environmental Documents for the project.

Staff recommends the award of the Professional Consulting Services Agreement to Catalyst Environmental Solutions Corporation to prepare the Project Approval and Environmental Documents (PA&ED) for the East Burnett Street Historical District Pedestrian and Bike Enhancement Project (Attachment A). If approved by the City Council, staff would issue a Notice to Proceed to Catalyst Environmental Solutions Corporation, with the project expected to begin in November 2024 and continue for a six-month term.

Reviewed for Fiscal Impact:

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Sharon del Rosario

Attachments:

- A. Professional Consultant Services Agreement with Catalyst Environmental Solutions Corporation



## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 22<sup>nd</sup> day of October, 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 **Catalyst Environmental Solutions a private Corporation**, with its principal place of business at **315 Montana Avenue Suite 311, Santa Monica, CA 90403** ("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 engineering and environmental services for the E. Burnett Street Historical District Pedestrian and Bike Enhancement Project required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional environmental 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 environmental consulting services for the California Environmental Quality Act (CEQA) and potential National Environmental Policy Act (NEPA) Project Approval and Environmental Document (PA&ED) for the E. Burnett Street Historical District Pedestrian and Bike Enhancement Project ("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 environmental 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.

3.1.2 Term. The term of this Agreement shall be from November 4, 2024 for a period of six months unless earlier terminated as provided herein. 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: Daniel R. Tormey, Project Manager.

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 [Daniel R. Tormey, Project Manager, 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)

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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 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in Section 3.2.12.2 of this Agreement, Consultant must comply with all applicable requirements of the Los Angeles County Drainage Area Management Plan ("DAMP"), the City of Signal Hill Local Implementation Plan ("LIP") and the applicable Water Quality Management Plan ("WQMP"). The DAMP contains requirements related to design and construction of public projects. Consultant must be familiar the DAMP, and the LIP and comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

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.

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 **One Hundred Forty-Seven Thousand Two Hundred and Sixty Dollars (\$147,260)** 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:	<b>Catalyst Environmental Solutions Corporation</b> <b>315 Montana Ave. Suite 311</b> <b>Santa Monica, California 90403</b> ATTN: Daniel R. Tormey, Project Manager
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: <b>Thomas Bekele, Director of Public Works</b>

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

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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: \_\_\_\_\_  
Kimberly Boles  
Assistant City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The consultant will procure professional engineering and environmental services to prepare California Environmental Quality Act (CEQA) and potential National Environmental Policy Act (NEPA) Project Approval and Environmental Document (PA&ED) leading to the ultimate design and construction of the E. Burnett Street Historical District Pedestrian and Bike Enhancement Project.

The project limits consist of Burnett Street, from Walnut Avenue to the Intersection of Cherry Avenue, and Skyline Drive from Cherry Avenue to the intersection of Dawson Avenue (Burnett Street Corridor changes name east of Cherry Avenue).

The scope of work for the E. Burnett Street Historical District Pedestrian and Bike Enhancement Project includes the following:

- Construction of approximately 1,560 LF of sidewalks
- Construction of 14 ADA ramps
- Installation of 15 sidewalk lights
- Roadway resurfacing
- Approximately 2,830 LF of new bikeways
- 1 traffic beacon
- 3 Painted crosswalks
- Striping

The consultant shall be required to perform the professional and technical services necessary to complete the Project Approval and Environmental Document phase of this project. The tasks included in this RFP are not exhaustive, and the consultant should develop a comprehensive and detailed scope of services necessary to deliver PA&ED. The consultant will prepare all necessary environmental documents to assess the proposed improvements suitable for an Active Transportation Program funded project.

The consultant will assist the City of Signal Hill meet all requirements of Caltrans, CEQA and NEPA (if required) as part of the completion of this project. The consultant shall include any work and tasks in preparation for the Plans, Specifications and Estimates (PS&E) phase of the project.

The requested services will include, but are not limited to the following:

#### TASK 1: Project Management

The consultant shall provide project oversight and coordination as necessary to ensure the prompt and successful completion of all contract services. At minimum, general communication requirements include:

- Kick-off meeting – The consultant shall review all necessary documents, present the work plan, and receive city's input. It is anticipated that the Consultant's core project team will be in attendance. This meeting will cover staff roles and responsibilities, establishment of communication channels, and clarification of procedures and formats.

- Meetings – Project meetings will be held bi-weekly to review project status and determine necessary actions. The consultant shall prepare all meeting notices, agenda, and minutes.
- Project Schedule – The consultant shall develop a detailed schedule of all tasks and milestones leading to project approval and environmental clearance. The project schedule shall be provided to the City for review and approval prior to the Kick-off meeting.
- Project Budget – The consultant shall provide a budget estimate covering all activities in the scope of work, including consultant fees, technical studies, document preparation and all other items necessary for project completion. The proposed cost for each task will be indicated in the consultant’s proposal.
- Stakeholder Support – The consultant shall provide the necessary support to the City in engaging with all project stakeholders including local communities, other governmental agencies.
- **Environmental Re-evaluations** – The consultant will allocate staff time to provide environmental re-evaluations, incorporating feedback, and making necessary adjustments for final approvals and regulatory permits.
- Task Management – The consultant shall maintain continuous awareness of the status of each task and make provisions to expedite and resolve any issues that may impede progress.
- **Proactive Communication** – The consultant will initiate communications efforts between the design team to address key issues promptly.

#### TASK 2: Technical Analysis

Consultant shall gather existing data and conduct the necessary technical analysis to identify potential environmental impacts associated with the project. This includes, but is not limited to, the following:

- Air Quality
- Noise Studies
- Hazardous Materials
- Community Impact
- Survey Control
- Topographic Mapping
- Geotechnical Report
- Air Quality
- Water Quality
- Stormwater Management
- Traffic Impact Study
- Visual Impact Analysis
- Historic/Cultural

The consultant shall determine the applicability of each technical study based on its relevance to the project.

#### TASK 3: Project Study Report (PSR) / Project Development Support (PDS)

The consultant shall prepare the final PSR/PDS, including all applicable studies and reports.

#### TASK 4: Environmental Clearance (CEQA)

Following the technical analysis, the consultant shall prepare a draft environmental document consistent with CEQA for review and approval by the City. This Includes:

- Document Type Determination: Determine the appropriate type of environmental document based on preliminary findings (e.g., Categorical Exclusion, Negative Declaration, Environmental Impact Report/Statement).
- Notice of Exemption (NOE): If during review the consultant determines that a project is exempt from CEQA and decides to approve or carry out the project, the agency may (optional) file a Notice of Exemption (NOE) after approval of the project.
- Negative Declaration/Mitigated Negative Declaration: If during Initial Study review the project falls into Negative Declaration (ND)/Mitigated Negative Declaration (MND), the consultant shall follow all steps to environmentally clear the project.
- Environmental Impact Report (EIR): Preparation of an EIR will be required when the Consultant determines that a proposed project would have one or more significant impacts on the environment based on the initial of the project prepared via this contract.
- Public and Agency Review: Prepare the draft environmental document, including all technical studies, impact analyses, and mitigation measures. Circulate the draft document for public and agency review, addressing comments received. Prepare the draft document for public circulation.

#### TASK 5: Environmental Clearance (NEPA)

If NEPA clearance is required through funding, the consultant shall provide the necessary technical analysis. This includes:

- Notice of Exemption: If during review the consultant determines that a project is exempt from NEPA and decides to approve or carry out the project, the agency will file a Notice of Exemption after approval of the project.
- Finding of No Significant Impact (FONSI): If during the EA review the project falls into FONSI. The consultant shall follow all steps to environmentally clear the project.
- Environmental Impact Study (EIS): Preparation of an EIS will be required when the Consultant determines that a proposed project would have one or more significant impacts on the environment based on an Environmental Assessment (EA) of the project prepared via this contract.

#### TASK 6: Final Documents

Following the circulation of the draft document, the consultant shall:

- Prepare responses to public review comments and finalize the environmental document for approval.
- Prepare a decision document that includes the selected alternative, its justification, and any commitments to mitigation measures.
- If applicable, provide program to monitor and report on the implementation of mitigation measures.
- Obtain necessary approvals from Caltrans and any other relevant agencies.

- Coordinate with the City and prepare permit applications and notifications for the Project as applicable.
- Deliver the final PA&ED package, including the approved environmental document, decision document, and any other supporting documentation.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**Consultant shall perform the services on a time and materials basis, in accordance with the billing rates attached hereto as Exhibit C.**



**EXHIBIT "C"  
COMPENSATION**

<b>Task</b>	<b>Budget</b>
Task 1 – Project Management	\$16,500
Task 2 – Technical Analysis	\$64,300
Task 3 – CalTrans PSR/PDS	\$13,800
Task 4 – Environmental Clearance (CEQA)	\$20,160
Task 5 – Environmental Clearance (NEPA)	\$15,000
Task 6 – Final Documents	\$17,500
<b>TOTAL</b>	<b>\$147,260</b>

**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

(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 [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(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

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10/22/2024

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**AGENDA ITEM**

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

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: SIAMLU COX  
DEPUTY FINANCE DIRECTOR**

**SHARON DEL ROSARIO  
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

**SUBJECT: AMENDMENT TO AGREEMENT WITH INFINITY TECHNOLOGIES FOR  
INFORMATION TECHNOLOGY (IT) MANAGEMENT SERVICES**

**Summary:**

In December 2022, the City of Signal Hill entered into a Professional Services Agreement with Infinity Technologies to administer the City's computer, technology, and cybersecurity needs. Infinity Technologies' day-to-day duties include safeguarding the City's computer networks, upgrading devices, and providing help desk service to employees. The current contract provides the City with 32 hours of support per week (totaling 4 days) at a rate of \$14,980 per month, or \$179,760 per year. Throughout the term of the agreement, staff has continued evaluating the City's technological needs. Infinity Technologies has helped the City modernize its IT infrastructure by deploying new technology to increase cybersecurity, enhancing the City's server infrastructure, and implementing a new phone system. Infinity Technologies also supported the Police Department by upgrading the radio system, body worn cameras, and in-car Police vehicle computers. After two years of service and based on the City's evolving needs and operational experience, staff recommends an increase to the annual contract amount. The proposed adjustment would reflect an increase in service levels to 40 hours (5 days per week) and extend the contract term through December 1, 2028. The proposed adjustment would increase the annual contract by \$42,240, bringing the total to \$222,000 per year.

**Strategic Plan Goal(s):**

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, or designee, to execute the First Amendment to the agreement with Infinity Technologies increasing the base rate to \$222,000 per year and extending the Contract term to December 1, 2028, with an effective date of November 1, 2024.
2. 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.

Fiscal Impact:

The Fiscal Year 2024-25 adopted budget includes an appropriation of \$179,760 for IT Management Services with Infinity Technologies which is budgeted within the IT division (52) and the Police Support division (74). The proposed First Amendment would increase the contract service levels to 40 hours (5 days per week). The proposed amendment would increase the City's annual cost by \$42,240 and bring the total annual contract amount to \$222,000. The recommended action requires a budget adjustment to increase appropriations for the IT Division (Account 100-52-5440) by \$21,120 and the Police Department Police Support Services Division (Account 100-74-5440) by \$21,120. Future year budgets will reflect the new contract rates.

Background:

The City does not have a full-time IT position and relies exclusively on contract services, with the Finance Director overseeing contract and managing tasks, to ensure that services or project work is necessary, budgeted, and completed on time. The City contracts with Infinity Technologies to provide the full breadth of information technology services the organization needs to support internal and external operations, including public safety operations. In December 2022, the City of Signal Hill entered into a Professional Services Agreement with Infinity Technologies to administer the City's computer, technology, and cybersecurity needs. Infinity Technologies' day-to-day duties include safeguarding the City's computer networks, upgrading devices, and providing help desk service to employees. The current contract provides the City with 32 hours of support per week (4 days) at a rate of \$14,980 per month, or \$179,760 per year.

Infinity Technologies has provided excellent information systems and technology expertise and is committed to delivering an IT service model that addresses the City's immediate needs while remaining adaptable to future challenges. With a budget-conscious approach, Infinity Technologies has provided key guidance and identified critical needs while also implementing cost-effective solutions for the City's short-term priorities and initiatives. The company completed significant technological infrastructure upgrades, including the City's VoIP telephone system. Infinity Technologies also implemented numerous layers of protection to safeguard the City's networks through premier cybersecurity administration. Additionally, Infinity Technologies partnered with the City's Council Video/Audio vendor to complete the implementation of technology improvements for

the City Council Chambers and worked with the Police Department's radio system and body-worn and in-car camera system vendors to complete the implementation of its new operational systems.

### Analysis

Over the past few years, the City's technology needs increased. The City has undertaken several new projects and addressed prior technology deficiencies that brought the organization to modern standards and operational practices. These efforts have required additional and sustained support from Infinity Technologies beyond the terms of the initial contract. After a review of staff time, Infinity Technologies determined that supplementary support resulted in an average of 170 support hours per month from January through August 2024. This increase is due to Infinity Technologies providing ongoing support for several new software implementations and newly installed operating systems for the city-wide operations including the Police Department. Given the existing workload, new/upgraded software systems, and the need for enhanced cybersecurity services, staff recommends an increase in the base contract to 40 hours (5 days) per week. The proposed amendment would result in an annual cost increase of \$42,240.

As summary of the original agreement for term and compensation as agreed upon in the current Professional Consultant Services agreement (Agreement) between Infinity Technologies and the City are noted below:

- I. Section 3.1.2 Term: The term of the Agreement is from December 1, 2022, to December 1, 2025, with automatic renewal up to three consecutive years and the option to extend the contract for an additional two one-year terms.
- II. Section 3.3.1 Compensation: Total compensation will not exceed \$179,760 per year.
- III. Exhibit "A" Scope of Services: Scope of Services remains unchanged.
- IV. Exhibit "C" Compensation:
  - a. Monthly Professional Services will be provided at the Tier II service level, which includes a Technician on-site 32 hours (4 days) per week, 148 hours monthly.
  - b. Hourly Rate Schedules for services remains unchanged.

The original agreement included 32-hour (4-day) on-site presence per week to handle critical issues, oversee system support, and serve as a technology advisor for General City operations and the Police Department. However, due to increased support needs, staff believes that additional hours are necessary to provide ongoing support for the City and the Police Department. This ongoing work includes remote help desk assistance, on-site technician support, and on-site network engineering activities. Additionally, there are upcoming special projects, listed below, that will require additional support:

1. Laserfiche SQL server
2. Police Department server
3. Firewall and Access Point installation
4. Public Works SCADA Improvement project support



5. Cell Phone Set Up and Deployment
6. Computer/Equipment/Internet move for City Hall Renovation

Since the inception of the contract, Infinity Technologies has provided comprehensive services that have been invaluable to the City. The company's extensive knowledge and superior service extend beyond routine network operations, as demonstrated by the achievements outlined above. Over the past two years, Infinity Technologies has consistently proven to be a valuable resource, providing solutions and recommendations for new software and hardware systems throughout the City. Given this track record, staff recommends an extension of the contract term through December 1, 2028.

Staff would like to highlight the importance of the City's partnership with Infinity Technologies and recognize their exemplary work over the past two years. To ensure continued support that meets current demands and service levels, staff recommends extending their contract and increasing the contract amount to match work demand and current service levels.

Reviewed for Fiscal Impact:

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Sharon del Rosario

Attachments:

- A. Infinity Technologies: First Amendment to Agreement
- B. Budget Adjustment Resolution
- C. Exhibit A - Summary of Budget Adjustments
- D. 2022 Agreement

**CITY OF SIGNAL HILL**  
**FIRST AMENDMENT TO**  
**AGREEMENT FOR COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY**  
**SERVICES**

**1. PARTIES AND DATE.**

This First Amendment to the Agreement for Comprehensive Managed Information Technology Services (“First Amendment”) is entered into on the 22<sup>nd</sup> day of October, 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 Infinity Technologies, a California Corporation, with its principal place of business at 17875 Von Karman Avenue, Suite 150, Irvine, CA 92614 (“Consultant”). City and Consultant 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 Comprehensive Managed Information Technology Services dated December 2, 2022 (“Agreement”) including total compensation not to exceed One Hundred Seventy-Nine Thousand Seven Hundred Sixty Dollars (\$179,760) per year.

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement, increase the amount of services referenced in Exhibits A, B and C of the Agreement 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 December 1, 2022, to **December 1, 2028**, unless earlier terminated as provided herein, with automatic renewal through December 1, 2028. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically through the stated term of the Agreement. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Scope of Services. The “Staffing Requirements” set forth in Exhibit “A” of the Agreement are hereby amended to read as follows:

- One Information Technology Site Lead **40** hours per week with Site-Lead on-site **five (5)** times a week for four to eight (4 to 8) hours per visit and flexibility to respond to critical issues or requests. Responsible for overall system support ensuring efficient daily operation of PCs and network. The Site Lead serves as a technology advisor for the City and will work directly with staff liaison(s) to provide exceptional customer

care. Hours will be divided between General City Operations and Police Department.

- Availability of unscheduled support or after hours and emergency services.

3.3 Schedule of Services. Paragraph 3 of Exhibit “B” of the Agreement is hereby amended to read as follows:

“On-site presence will include an IT Systems Analyst on-site at **40** hours (**5** days) per week with the flexibility to respond to critical issues or requests. Responsible for overall system support ensuring efficient daily operation of PCs and network and serves as a technology advisor for the City and will work directly with staff liaison(s) to provide exceptional customer care. Hours will be divided between General City Operations and Police Department. All staff involved with this contract will be Department of Justice/California Law Enforcement Telecommunications System (CLETSO certified and pass an extensive background check prior to employment.”

3.4 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“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 **Two Hundred Twenty-Two Thousand Dollars (\$222,000) annually** 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.”

3.5 Rates of Compensation. Paragraphs 1 and 2 of Exhibit “C” of the Agreement are hereby amended to read as follows:

- 1) Monthly Professional Services will include comprehensive managed IT services at the Tier II service level which includes **40** hours (**five** days) per week at **\$18,500** per month or **\$222,000** per year.
- 2) If the City would like to reduce on-site time to hours per week and this is deemed all that is needed to manage the City’s IT needs, the City will have the opportunity to move to the Tier I service level to **\$14,980** per month or **\$179,760** per year. The City will provide a 30-day notification to Consultant if it wishes to reduce on-site time.

3.6 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**

**INFINITY TECHNOLOGIES**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
Mohammad Ahmed, President

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

**ATTEST:**

By: \_\_\_\_\_  
Kimberly Boles  
Assistant City Clerk

By: \_\_\_\_\_  
Mohammad Ahmed, Treasurer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
City Attorney

**RESOLUTION 2024-10-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**

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 25-005 of the FY 2024-25 Budget as follows:

Purpose: First Amendment to Infinity Technologies Agreement to increase the annual compensation rate to \$222,000 from \$179,760, split between the IT and PD departments. The funding source is the general fund.

Fund	Department	Object	Project No.	Project Description	Amount
<b>Technology Technical Services</b>					
100	52	5440		Infinity Technologies Managed Service Agreement	\$21,120
100	74	5440		Infinity Technologies Managed Service Agreement	\$21,120
<b>Funding Source</b>					
100				General Fund	\$42,240
<b>Capital Projects</b>					

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 22<sup>nd</sup> day October, 2024.

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LORI Y. WOODS  
MAYOR

ATTEST:

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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. 2024-10-XXXX was adopted at a regular meeting of the City Council of the City of Signal Hill held on the 22<sup>nd</sup> day of October 2024 and that the same was adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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DARITZA 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
<b>General Fund - 100</b>			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
<b>Capital Improvement Reserves - 113</b>			Adopted	-	-	-	690,252.00	2,074,210.00	
BA 25-004	9/24/2024	Enhance Funding for Signal Hill Park Playground Surface Replacement Project						25,887.50	(25,887.50)
			Adjusted	-	-	-	690,252.00	2,100,097.50	Total (25,887.50)
<b>Measure W - 239</b>			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)
<b>Capital Grants Fund - 240</b>			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 -
<b>Capital Improvements - CIP - 400</b>			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		-
BA 25-004	9/24/2024	Enhance Funding for Signal Hill Park Playground Surface Replacement Project				25,887.50	25,887.50		-
			Adjusted	-	-	14,014,141.50	14,235,591.50	-	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.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 1<sup>st</sup> day of December, 2022, 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 **Infinity Technologies**, a **California Corporation**, with its principal place of business at **17875 Von Karman Avenue, Suite 150, Irvine, CA 92614** ("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 **Information Technology (IT)** 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 **Information Technology** 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 IT consulting services for **COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY SERVICES** project ("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 comprehensive managed IT 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 represents that it has that degree of specialized expertise contemplated within California government code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated

3.1.2 Term. The term of this Agreement shall be from **December 1, 2022 to December 1, 2025**, unless earlier terminated as provided herein, automatic renewal up to three consecutive years; with the option to extend the contract for an additional two (2) one-year terms. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) 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: **MOHAMMAD AHMED**

3.2.5 City's Representative. The City hereby designates **Sharon del Rosario, Administrative Services Officer/Finance 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 **Mohammad Ahmed, President**, 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

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therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, 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.

### 3.3 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 **One hundred and seventy nine, seven hundred and sixty, \$179,760 per year** 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.

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

### **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

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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: **Infinity Technologies**  
**17875 Von Karman Avenue, Suite 150**  
**Irvine, Ca 92614**  
**ATTN: Mohammad Ahmed, President**

**Corporate Office address:**  
**PO Box 582404**  
**Elk Grove, CA 95758**

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Sharon del Rosario, ASO/Finance Director

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

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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

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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 Orange 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.

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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**

DocuSigned by:  
By: Joe Hoefgen  
CE285E92C77E457  
Joe Hoefgen  
Interim City Manager

**CONSULTANT**

DocuSigned by:  
By: Mohammad Ahmed  
8E74E9E9CF9F461...  
Mohammad Ahmed, President  
[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

**ATTEST:**

DocuSigned by:  
By: Kimberly Boles  
A3176C4ECC2B421...  
Carmen R. Brooks  
City Clerk  
Deputy City Clerk

DocuSigned by:  
By: Mohammad Ahmed  
8E74E9E9CF9F461...  
Mohammad, Ahmed, Treasurer

**APPROVED AS TO FORM:**

DocuSigned by:  
By: Matthew E. Richardson  
9A0E66E77B674DC...  
Matthew E. Richardson  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The project scope of work consists of comprehensive services designed to strengthen the cost-effectiveness, quality, and productivity of the City of Signal Hill IT Managed Service Program, using current technological expertise, including maintenance of the City's computer network, planning for short-term and long-term IT goals, and the provision of excellent customer service. The following is a list of some of the services required but should not be seen as all inclusive.

- 1) Provide strategic planning and oversight of the City's IT program.
  - a) Identify trends in use of IT for municipal service delivery. Identify solutions to support City strategic goals and objectives.
    - i) Identify critical integration issues based on current projects and future initiatives.
    - ii) Recommend policies, procedures, and standards for implementation and use of IT.
    - iii) Provide input and review of Requests for Proposals (RFP) related to IT services. Assist with vendor negotiations on IT projects.
    - iv) Provide recommendations for additional services to provide enhanced IT services when needed.
    - v) Assist City with yearly budget recommendations, identifying hardware and software needs, and recommending equipment and software upgrades.
- 2) Provide experienced project managers to provide management of projects on an as-needed basis from vendor selection to implementation.
- 3) Provide desktop and network support to City Staff.
  - a) Desktop Administration and Support:
    - i) Install personal computers, laptops, printers, copiers, peripherals; configuring laptops and desktops for standard applications and network services, identifying and correcting end user hardware problems, and performing advanced troubleshooting.
    - ii) Document and track all help desk tickets whether received from ticket tracking system, phone input, email, or in person.
    - iii) Ensure that a list of software and hardware inventory, license, and warranty expirations is kept current.
    - iv) Provide ongoing hardware maintenance of the LAN(s) consisting of all computers, servers, printers, and other peripherals.
    - v) Provide system upgrades including but not limited to:
      - (1) Operating system upgrades
      - (2) Application upgrades
      - (3) Hardware upgrades
      - (4) Virus protection
      - (5) Spam filtering
    - vi) Coordinate resolution of software problems with software vendor.

- vii) Provide support for the City's document imaging and scanning systems, GIS applications, and other applications as identified by the City.
  - viii) Ensure efficient daily operation of PCs and network.
  - ix) Maintain an up to date inventory of all City computer-related hardware and make available to City personnel upon request.
- b) Network Administration
- i) Provide regular review and evaluation of the City's network to ensure optimum operations and security.
    - (1) Network access including but not limited to:
      - (a) New user account creation.
      - (b) Disabling or deleting obsolete user accounts.
      - (c) Assigning security permissions.
      - (d) Issuing VPN access.
      - (e) Vendor account creation.
      - (f) Multi-Factor authentication
    - ii) Provide Monitor and alert notifications to firm's IT staff on failure or potential failure of critical equipment; alert notifications to designated City personnel in the event of failure.
    - iii) Provide network security and maintain a virus detection programs on City servers, emails and all other computers and laptops. Ensure remote access is secured.
    - iv) Provide off-site file backup and disaster recovery.
    - v) Network printing.
    - vi) Email administration.
    - vii) Documentation.
    - viii) Server maintenance.
    - ix) Firewall administration support.
    - x) Internet support.
    - xi) Network outages.
    - xii) System Backup: The IT network, including all files on the servers, are backed up on a daily basis. Consultant shall ensure that backup processes are scheduled and performed successfully and that backup media are accessible and files can be successfully restored.
    - xiii) Perform an external penetration test for the network annually.
- 4) Provide quotes for procurement of IT related equipment.
  - 5) Provide installation and repair of all IT related equipment including configuration changes, and installation of patches and upgrades.
  - 6) Provide reports within specified timeframes.

- 7) Provide quality information services and technological deliverables, including project planning and execution. Provide technical leadership for server technology issues.
- 8) Develop mechanisms for improving the City of Signal Hill utilization of its current technological resources.
- 9) Improve the overall cost-effectiveness of City-wide operating expenses and capital outlays associated with technological services and future purchasing and technology needs.
- 10) Take over and complete phased IT infrastructure refresh project across City-wide departments covering end of life hardware and software assets and to configure a server/network environment that is built on best practices.
- 11) Provide monthly management level status reports to review work performed, network availability, help desk ticket summary, security issues and concerns. Attend weekly status meetings either in-person or remotely.
- 12) Provide Council meetings and special meetings support and manage audio and visual equipment including recording and streaming of bi-weekly Council meetings and special meetings (mostly evening meetings) with on-site support on request as required.
- 13) Provide cybersecurity across all City locations. The City has deployed a robust, multilayered approach to security-focused technologies: DNS Security and content filtering, Anti-malware software deployed to all Endpoints, Next-Gen Antivirus & Security software deployed to Servers, Standard Anti-virus software deployed to Endpoints. The City will require the selected vendor develop Cyber Security and various compliance plans in partnership with City Departments, which ultimately ensure training is distributed to end-users.
  - Monitoring & Management of the existing DNS Security and content filtering system.
  - Monitoring & Management of the existing Anti-malware System.
  - Monitoring & Management of the existing Next-Gen Anti-virus and Security system.
  - Monitoring & Management MFA across multiple platforms which utilize MFA.
  - Training and regular simulated phishing exercises for all users in the following areas - Social Engineering Training, Phishing Training, General Cyber security training, Training of account team staff on fraudulent transactions.
- 14) Provide procedures and planning for Incident Response, Disaster Recovery & Business Continuity plans.

Staffing Requirements:

- One Information Technology Site Lead – 32 hours per week with Site-Lead on-site four (4) times a week for four to eight (4 to 8) hours per visit and flexibility to respond to critical issues or requests. Responsible for overall system support ensuring efficient daily operation of PCs and network. The Site Lead serves as a technology advisor for the City and will work directly with staff liaison(s) to provide exceptional customer care. Hours will be divided between General City Operations and Police Department.
- Availability of unscheduled support or after hours and emergency services.

Provide a Service Level Agreement (SLA) target matrix with response times.

**EXHIBIT "A-I"**  
**FEDERALLY REQUIRED PROVISIONS FOR SERVICES**  
**[NOT APPLICABLE]**

## **EXHIBIT "B" SCHEDULE OF SERVICES**

The schedule of services includes on-site and remote support as follows:

- On-boarding process shall commence no earlier than November 1, 2022 and Infinity Technologies will not charge the City for the on-boarding services provided of two service providers. The transition is estimated to take from two weeks to 30 days. During this time Infinity Technologies will have an IT Systems Engineer on-site, full-time and an IT Manger/Network Engineer on-site as needed.

The onboarding process will include the documenting all IT-related processes and procedures using the IT Glue system. Within the first 90 days of service, Infinity Technologies will complete a current state Network and Systems Assessment, documenting the City's IT infrastructure at no additional charge to the City.

- On-site presence will include an IT Systems Analyst on-site at 32 hours (4 days) per week with the flexibility to respond to critical issues or requests. Responsible for overall system support ensuring efficient daily operation of PCs and network and serves as a technology advisor for the City and will work directly with staff liaison(s) to provide exceptional customer care. Hours will be divided between General City Operations and Police Department. All staff involved with this contract will be Department of Justice/California Law Enforcement Telecommunications System (CLETS0 certified and pass an extensive background check prior to employment.
- Remote Help Desk will be available 24/7/365 with additional as-needed monitoring and maintenance from an IT Network Engineer and project management and oversight from the IT Project Manager
- The Consultant will also be available for unscheduled support or after hours and emergency services and response times will be based on the Consultants Service Level Agreement (SLS) target matrix as follows:

Infinity Technologies resolution times during normal business hours are generally:

- Two (2) hours for Low Priority issues,
- One (1) hour for Medium Priority issues,
- 15 to 30 minutes for High Priority issues.

Infinity Technologies' Standard Service Level Agreement (SLA) which can be customized for the City of Signal Hill, as needed:

- One-reach local phone number and email address for emergency support
- Provide 24/7/365 support
- Respond to emergency outages within 15 to 30 minutes during normal business hours
- Respond to emergency outages within 30 minutes during non-business hours
- In case of an emergency, be onsite within two (2) hours
- Provide unlimited technical phone support
- Trouble Tickets will be acknowledged within 30 minutes during normal business hours
- Typical response time during normal business hours:
  - Password reset 15 minutes

- Create new user one (1) hour
- Installing desktop application one (1) hour
- Troubleshoot/Desktop repair 30 minutes
- Adding desktop printer 15 minutes
- Standby support, with a maximum response time of **(30) minutes** outside normal work hours

**IMPACT DESCRIPTION RESPONSE TIME RESOLUTION TIME SERVICE LEVEL TARGET**

<b>IMPACT</b>	<b>DESCRIPTION</b>	<b>RESPONSE TIME</b>	<b>RESOLUTION TIME</b>	<b>SERVICE LEVEL TARGET</b>
<b>Critical</b>	Interruption of critical business services, multiple number of users are affected, and cannot accept delays	Immediate to 15 minutes	Less than 1 hours	97% of the time
<b>High</b>	Interruption of critical business services or loss of productivity of single or multiple number of users, and cannot accept delays	15-30 minutes	Less than 2 hours	95% of the time
<b>Medium</b>	Interruption of non-critical business services, only a single user is affected, and can accept delays	30-60 minutes	Less than 3 hours	93% of the time
<b>Low</b>	Planned activities and tasks that do not affect production and can accept planned delays	60 minutes	As per plan	As per plan

## EXHIBIT "C" COMPENSATION

**Monthly Professional Service Rates for Comprehensive Managed IT services that are based on the scope of services in Exhibit A. This includes 24/7/365 remote help desk support with additional as-needed monitoring and maintenance from an IT Network Engineer and project management and oversight from the IT Project Manager.**

- 1) Monthly Professional Services will include comprehensive managed IT services at the Tier II service level which includes 32 hours (4 days) per week at \$14,980 per month or \$179,760 per year.
- 2) If the City would like to reduce on-site time to 24 hours (3 days) per week and this is deemed all that is needed to manage the City's IT needs, the City will have the opportunity to move to the Tier I service level at \$12,460 per month or \$149,520 per year. The City will provide a 30-day notification to Consultant if it wishes to reduce on-site time.

**Hourly Rate Schedule for services outside of the scope of work are as follows:**

IT Classification	Hourly Rate(s)
IT Project Manager	145.00
IT Network Engineer	135.00
IT Senior Analyst	130.00
IT Analyst	105.00
IT Technician	90.00
Help Desk Services	85.00

Infinity Technologies offers GIS Services at the following hourly rates:

GIS Classification	Hourly Rate(s)
GIS Project Manager	140.00
Senior GIS Analyst	135.00
GIS Analyst	115.00
GIS Technician	85.00



## **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 \$2,000,000 per occurrence and no less than \$4,000,000 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. (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) **Cyber Security and Privacy Liability insurance** with limits of \$1,000,000 per occurrence/loss, \$2,000,000 aggregate. If coverage is maintained on a claims-made basis, Consultant/Contractor shall maintain such coverage for an additional period of three (3) years following termination of the contract.

(E) **Cyber Technology Errors and Omissions insurance** with limits of \$1,000,000 per occurrence/loss, \$2,000,000 aggregate which shall include the following coverage:

(1) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information, including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

(2) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

(3) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.

(4) Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service

(5) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(6) Liability arising from the rendering, or failure to render, professional services

(F) Fidelity Bond coverage or Commercial Crime insurance which shall be written on a "loss sustained form" or "discovery form" with limits of not less than \$1,000,000 per occurrence for Employee Dishonesty, Fraud, Depositor Forgery, Money Orders & Counterfeit money, Fraudulent Fund Transfers, and Theft by Electronic Means. Said policy shall also include coverage for Money & Securities – On and Off Premises – including transportation by messenger, Fraudulent Instruction, Robbery and Burglary with limits of not less than \$100,000 per occurrence. The Agency, its officers, employees, and agents shall be named as Loss Payees. If the policy is written on a "discovery form," it must include an extended reporting period of not less than one (1) year.

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

(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 Technology 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

10/22/2024

**AGENDA ITEM**

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

**FROM: CARLO TOMAINO CITY MANAGER**

**BY: THOMAS BEKELE PUBLIC WORKS DIRECTOR**

**SUBJECT: FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR THE DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBOR WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS**

Summary:

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority is a watershed-based coalition. GWMA is comprised of various cities, water agencies and a port which are responsible for coordinating the regional watershed needs of 2 million people in the Gateway Region located in Southeastern Los Angeles County. The City Council will consider approving the First Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for administration and cost sharing of the Harbors Waters Toxic Pollutants Total Maximum Daily Loads compliance monitoring and reporting plan.

Strategic Plan Goals(s):

- Goal No. 2 Community Safety: Maintaining community safety by supporting public safety services and increasing emergency preparedness.
- Goal No. 4 Infrastructure: Maintain and improve the City’s physical infrastructure, water system, and recreational spaces.

Recommendation:

Authorize the City Manager to execute the First Amendment to the Memorandum of Understanding between the City and the Los Angeles Gateway Region Integrated Regional Water Management

Joint Powers Authority (GWMA) for administration and cost sharing to implement the coordinated compliance, monitoring, and reporting plan (CCRMP) for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Loads. The proposed amendment would extend the term of the MOU through December 31, 2029, and allow the City to continue coordinating with other responsible agencies on regional watershed objectives.

Fiscal Impact:

The preparation and implementation of the CCRMP involves multiple agencies. Participating agencies share costs based on the formulas outlined in a Memorandum of Understanding (Attachment A). The actual cost of sample collection and analysis varies from year to year due to changes in the water, sediment, and fish tissue sampling schedules or modifications to the monitoring plan ordered by the California Regional Water Quality Control Board (Regional Board). However, at the request of the parties responsible, the costs have been averaged over a five-year period. The City's annual cost is \$25,889, with a total five-year cost of \$129,445, this amount is included in the Fiscal Year 2024-2025 Environmental Programs Budget (Account No. 100-93-5425). Staff will continue requesting appropriate funding to cover future costs in subsequent budgets.

Background:

A Total Maximum Daily Load (TMDL) is the calculated maximum amount of a pollutant that a waterbody can receive while still meeting water quality standards. Historically, dichloro-diphenyl-trichloroethane (DDT) and related compounds have been discharged or carried by runoff into the Los Angeles and Long Beach Harbors (Greater Harbor), where these pollutants have contaminated sediment beds. Beginning in 2006, the Regional Board worked with both the Port of Los Angeles and the Port of Long Beach (Ports) to develop the TMDL. Originally, the TMDL was limited solely to the Greater Harbor area; however, based upon research results, the Ports identified potential pollutant contributions from upstream sources, leading the Regional Board to include all the tributary cities in the TMDL.

On May 5, 2011, the Regional Board adopted a TMDL for the Dominguez Channel and the Greater Harbor addressing metals and toxic pollutants, requiring the development and subsequent implementation of a monitoring plan. The United States Environmental Protection Agency (EPA), and by extension, the Regional Board, was required by a 1999 consent decree to develop a TMDL toxic pollutants in the Greater Harbor by March 2012; this is referred to as the Harbor Toxics TMDL. The total tributary area and responsible agencies and cities, including the City of Signal Hill are outlined in Attachment B. The TMDL became effective upon EPA approval on March 23, 2012. Subsequently, the TMDL has been incorporated into the Municipal Separate Storm Sewer System (MS4) Permit and is enforceable through the federal Clean Water Act.

Beginning in 2014, the affected cities and agencies worked together with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) to develop an MOU to share the cost of the implementation plan. The GWMA acts solely as a fiduciary agent for this agreement. The MOU became effective April 15, 2019, and will expire on December 31, 2024 (Attachment C).

Analysis:

TMDL Requirements

The TMDL establishes Load Allocations and Waste Load Allocations (which are effectively numerical discharge limits) for a wide variety of pollutants including metals such as copper, lead, zinc, and other organic compounds, such as DDT, generally referred to as “toxic.” Agencies impacted by this TMDL are divided into three groups based on geographical drainage areas:

- 1) Cities draining to the Dominguez Channel
- 2) Agencies with areas draining directly into the Greater Harbor which includes the Los Cerritos Channel watershed, Palos Verdes Peninsula Watershed, and Los Angeles River Estuary; and
- 3) Agencies draining to the Los Angeles and San Gabriel Rivers.

TMDL monitoring requirements differ for each of the above groups. For agencies with jurisdictional areas tributary to the Dominguez Channel, monitoring is being addressed through the development of a Watershed Coordinated Integrated Monitoring Program (CIMP). Similarly, TMDL requirements for agency areas tributary to the Los Angeles and San Gabriel Rivers are being addressed through the development of a Watershed CIMP. Those agencies identified by the TMDL as draining directly to the Greater Harbor, which includes Signal Hill, are required to develop and implement a monitoring plan that includes sediment testing, water column testing, and analysis of fish tissues.

Monitoring Program MOU

After approval of the TMDL by the Regional Board, representatives of the affected agencies formed a technical working committee to leverage resources and gain economies of scale. The group, referred to as the Regional Monitoring Coalition (RMC), developed and submitted the “Coordinated Compliance Monitoring and Reporting Plan” to the Regional Board. The monitoring plan calls for the annual collection of wet and dry weather water samples at 22 locations, sediment samples collected every two to three years at the same 22 locations, and fish tissue samples collected biennially from within four waterbodies within the Greater Harbors.

In September 2021, the Regional Board adopted a new Regional MS4 permit which incorporated a revised TMDL. The cost of implementing the program increased considerably due to the requirements of the updated TMDL, including potential amendments to the CCMRP, more extensive chemistry sampling to meet high resolution Polychlorinated Biphenyls (PCB) analysis, possible model revisions to address human health sediment quality objectives, and potential hot spot investigations, among other general cost increases. The five-year cost estimate and cost sharing scenario are shown in the Tables of Exhibit A to the MOU. The cost estimate is similar to other TMDL and watershed cost sharing agreements in the Los Angeles County area. Participants are assessed a share based on agency jurisdictional area of 60 percent of the overall costs. This includes the water-surface areas of both the Ports of Los Angeles and Long Beach. The remaining 30 percent of the cost is shared equally by agencies. The Flood Control District of Los Angeles County contributes a flat 10 percent of the cost. The City of Los Angeles and the Port of Los Angeles are shown in Exhibit “A” paying as one entity but are assessed as two separate agencies.



As noted above, the regulatory requirements related to the TMDL program have continued to become more complex and require additional scientific sampling and quantitative scientific assessment. The City is required to monitor regularly and assess its impact to meet environmental quality standards. The original 2019 MOU estimated the cost for all participating agencies at \$272,969; the City's annual pro-rata share of that cost was \$9,403. The proposed First Amendment to the MOU reflects a cost increase for the GWMA totaling \$646,804 with the City's annual share calculated at \$25,889. While the amount represents a substantial increase for both the GWMA and City, staff believes the approach and the cost-sharing model outlined in the MOU remains cost effective. Without the GWMA model, the City's likely costs to meet its environmental obligations would be higher. The City also accounted for this increase in the current Operating Budget.

There are an estimated 30 to 40 industrial sites within the Greater Harbor area that hold individual NPDES permits. As these permits come up for renewal, it is likely these businesses will be subject to the same monitoring requirements. The MOU allows the participating agencies to assess an annual charge equal to their initial baseline assessment of \$34,321 to these industrial sites if these choose to use the monitoring results to meet their individual permit requirements. This practice would proportionally reduce the ultimate cost for each city and agency. However, it is unknown how many permittees would elect to join, or when, therefore the proposed amendment to the MOU does not reflect a reduction in cost.

The GWMA agreed to act as the fiduciary agent for the TMDL monitoring project. The GWMA has experience with similar projects such as the Lower Los Angeles and Lower San Gabriel River and Los Cerritos Channel Watershed Management Programs; the key elements of the MOU include:

- Obligates agencies to pay an annual fee.
- Enables a city or agency to withdraw from the agreement by providing prior written notice. The withdrawing entity shall be responsible for its monitoring costs and administrative costs through the end of the current fiscal year. If the city or agency provides written notice after March 1, the entity is responsible for monitoring costs and administrative costs through the end of the current fiscal year and the next fiscal year. The remaining participating parties would be responsible for sharing in the additional costs for future years.
- Requires that a representative from each participating agency be named and authorized to speak on decisions made by the group.
- Establishes the GWMA as the entity to contract with consultants chosen by the watershed group and process payments for consultants.
- Outlines a process for invoicing and payments by participating agencies.

The proposed First Amendment to the MOU with the GWMA would extend the City's participation through December 2029 and allow the City to continue participating in the administration of the Coordinated Compliance Monitoring and Reporting Plan (CCRMP) for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters TMDL. This amendment ensures the City's compliance with regional water quality objectives and regulations, contributes to the protection of vital watershed areas, and aligns with the City's long-term infrastructure and community safety goals. Additionally, the regional approach proposed within the MOU enables the City to leverage additional technical

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10/22/2024

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resources that make it more cost effective for the City to meet its environmental requirements.

Reviewed for Fiscal Impact:

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Sharon del Rosario

Attachments:

- A. First Amendment to the Memorandum of Understanding
- B. Total Maximum Daily Load Map
- C. Memorandum of Understanding

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY

AND

THE CITIES OF BELLFLOWER, LAKEWOOD, LONG BEACH, PARAMOUNT,  
RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SIGNAL  
HILL, AND LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF HARBOR  
COMMISSIONERS, THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT, AND THE PORT OF LONG BEACH

FOR

ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF THE  
COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR THE  
DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBORS  
WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS

This First Amendment to the Memorandum of Understanding (“MOU”) dated April 15, 2019, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners (“POLA”), the County of Los Angeles, the Los Angeles County Flood Control District (“LACFCD”), and separately the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners (“Port of Long Beach”) is made and entered into as of July 1, 2024.

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, for the purposes of the MOU, the term “Permittees” shall mean the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill, and the County of Los Angeles, the LACFCD, POLA, and the Port of Long Beach; and

WHEREAS, the Permittees and the GWMA are collectively referred to as the “Parties”; and

WHEREAS, the United States Environmental Protection Agency (“EPA”) approved the Total Maximum Daily Loads (“TMDL”) for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters (“Harbor Toxic Pollutants TMDL”); and

WHEREAS, the Harbor Toxic Pollutants TMDL remains in effect and regulates certain discharges from National Pollutant Discharge Elimination System (“NPDES”) permit holders, requiring organization and cooperation among the Permittees; and

WHEREAS, the Regional Board adopted a new Regional MS4 Permit, NPDES Permit No. CAS004004 via Order No. R4-2021-0105 on July 23, 2021 with an effective date of September 11, 2021; and

WHEREAS, the Harbor Toxic Pollutants TMDL is implemented through the Regional MS4 Permit; and

WHEREAS, the Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip) and the Los Angeles River Estuary (“Greater Harbor Waters”); and

WHEREAS, the MOU pertains to those areas tributary to the Greater Harbor Waters; and

WHEREAS, the MOU is currently scheduled to expire on December 31, 2024; and

WHEREAS, the Permittees desire to extend the MOU and continue implementing the Coordinated Compliance, Monitoring, and Reporting Plan (“CCMRP”) for the TMDL to ensure compliance with the TMDL and consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, monitoring cost increases have increased substantially due to requirements in the revised TMDL, including potential amendments to the existing CCMRP, more extensive chemistry sampling to meet high resolution PCB analysis and others, possible model revisions to address human health sediment quality objectives, potential hot spot investigations, and general cost increases; and

WHEREAS, pursuant to Section 9(m) of the MOU, the Permittees further desire to amend the MOU’s cost share formula in light of the revision to the Harbor Toxic Pollutants TMDL and the new Regional MS4 Permit; and

WHEREAS, the CCMRP was approved by the Regional Board Executive Officer on June 6, 2014; and

WHEREAS, the Regional Board Executive Officer approved a revised CCMRP on November 19, 2019.

WHEREAS, implementation of the CCMRP requires administrative and professional coordination services for the Permittees that the GWMA is able and willing to provide; and

WHEREAS, the Permittees collaborate with the GWMA in the implementation of the CCMRP; and

WHEREAS, GWMA has retained a consultant, Anchor QEA, L.L.C. (“Consultant”) to conduct monitoring necessary to implement the CCMRP will be beneficial to the Permittees; and

WHEREAS, the Permittees have requested an extension to the Consultant’s agreement, and authorized GWMA to extend Consultant’s contract and serve as conduit for paying Consultant to continue implementing and conducting the monitoring set forth in the CCMRP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Term. Section 6 of the MOU (“Term”) is amended to read as follows:

“Term. The term of this MOU shall commence on the effective date of this Agreement as set forth in the preamble and expire on December 31, 2029, unless terminated earlier pursuant to this MOU.”

Section 3. Monitoring Costs. **Exhibit “A”** (“Monitoring Costs”) is amended in its entirety and replaced with the version attached to this First Amendment.

Section 4. Other NPDES Permit Holders. Subsection 13(a) of the MOU (“Other NPDES Permit Holders”) is amended to read as follows

“(a) Other NPDES Permit Holders.

i. Individual or general NPDES permit holders who are not Permittees but receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data to satisfy all or part of the monitoring and reporting requirements in their NPDES permits. Any such NPDES permit holder may submit a letter of interest to the Chair requesting to become a participant in the CCMRP. The letter of interest at a minimum shall contain a commitment to pay annually for participant status Thirty-Four Thousand Two Hundred Thirty-One Dollars (\$34,231.00), plus any cumulative CPI Adjustment as defined below (“Annual Payment Amount”). The Annual Payment Amount will be annually and cumulatively adjusted during each year of this MOU’s term based upon the percentage change in the Bureau of Labor Statistics’ Consumer Price Index, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year (“CPI Adjustment”). The GWMA will use the Annual

Payment Amounts received from individual or general NPDES permit holders to reduce the Monitoring Costs charged to the Permittees.

ii. Upon receipt of the letter of interest, the Chair shall distribute the letter to the Permittees who shall vote on whether to grant the NPDES permit holder participant status. If the Permittees by majority vote determine that participant status should be granted, the Chair shall notify GWMA of the Permittees' approval. Upon receipt of a written notice from the Chair of the Permittees' approval for the NPDES permit holder to participate in the implementation of the CCMRP, the GWMA will enter into a separate cost share agreement with the NPDES permit holder that will require the NPDES permit holder to pay the Annual Payment Amount of Thirty-Four Thousand Two Hundred Thirty-One Dollars (\$34,231.00), plus any applicable CPI Adjustments as set forth in Subsection 13(a)(i). Failure to pay the Annual Payment Amount by the date set forth in the agreement shall result in termination of the NPDES permit holder's participant status. The GWMA will deduct and retain from each NPDES permit holder's Annual Payment Amount an amount based on the percentage rate charged to Non-GWMA Members pursuant to Subsection 9(c)(ii) of this MOU in order to recover the GWMA's Administrative Costs.

iii. An NPDES permit holder accepted as a participant shall not be a Permittee or one of the Parties to this MOU and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees by this MOU. Participant status entitles an NPDES permit holder only to the monitoring data collected as part of the CCMRP and to have its name included on all reports submitted in accordance with the CCMRP for any fiscal year in which the participant has paid its Annual Payment Amount."

Section 5. Notices. Subsection 7(b) of the MOU ("Notices") is amended to read as follows:

Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Grace Kast  
Executive Officer  
Gateway Water Management Authority  
16401 Paramount Boulevard  
Paramount, CA 90723

To the Permittees:

Len Gorecki  
Director of Public Works  
City of Bellflower  
16600 Civic Center Drive  
Bellflower, CA 90706

Kelli Pickler  
Director of Public Works  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

Tom Modica  
City Manager  
City of Long Beach  
411 W. Ocean Boulevard  
Long Beach, CA 90802

Mario Cordero  
Chief Executive Officer  
Port of Long Beach  
415 W. Ocean Boulevard  
Long Beach, CA 90802

Lisa Wunder  
Acting Director of Environmental Management  
Port of Los Angeles on behalf of the City of Los Angeles  
425 S. Palos Verdes Street  
San Pedro, CA 90713

Adriana Figueroa  
Director of Public Works  
City of Paramount  
16400 Paramount Blvd.  
Paramount, CA 90723

Ara Mihranian  
City Manager  
Rancho Palos Verdes  
30940 Hawthorne Blvd  
Rancho Palos Verdes, CA 90275

Karina Bañales  
City Manager  
City of Rolling Hills  
2 Portuguese Road  
Rolling Hills, CA 90274

Greg Grammer  
City Manager  
City of Rolling Hills Estates  
4045 Palos Verdes Drive North  
Rolling Hills Estates, CA 90274

Carlo Tomaino  
City Manager  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755

Thuan Nguyen  
Senior Civil Engineer  
County of Los Angeles Department of Public Works  
900 S. Fremont Avenue  
Alhambra, CA 91803

Fred Gonzalez  
Los Angeles County Flood Control District  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

Section 6. Except for the changes set forth herein, all other terms and conditions of the MOU shall remain in full force and effect.



IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY

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Adriana Figueroa  
GWMA Chair

APPROVED AS TO FORM:

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Nicholas R. Ghirelli  
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024 CITY OF BELLFLOWER

\_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

CITY OF LONG BEACH HARBOR  
DEPARTMENT, acting by and through its  
Board of Harbor Commissioners

\_\_\_\_\_, 2024

\_\_\_\_\_  
\_\_\_\_\_  
Chief Executive Director  
Long Beach Harbor Department

The foregoing document is hereby approved as to form.

Dawn McIntosh, City Attorney

\_\_\_\_\_, 2024

\_\_\_\_\_  
\_\_\_\_\_  
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

CITY OF LAKEWOOD

\_\_\_\_\_

Name: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

Name: \_\_\_\_\_  
City Clerk

\_\_\_\_\_

Name: \_\_\_\_\_  
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024      CITY OF LONG BEACH

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

The foregoing document is hereby approved as to form.

Dawn McIntosh, City Attorney

\_\_\_\_\_, 2024

\_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

CITY OF LOS ANGELES, by its Board of Harbor Commissioners

\_\_\_\_\_

Name: \_\_\_\_\_  
Executive Director

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_

\_\_\_\_\_, 2024  
Hydee Feldstein Soto, City Attorney

Name: \_\_\_\_\_  
Board Secretary

\_\_\_\_\_, General Counsel

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

CITY OF PARAMOUNT

\_\_\_\_\_

Name: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

Name: \_\_\_\_\_  
City Clerk

\_\_\_\_\_

Name: \_\_\_\_\_  
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

CITY OF RANCHO PALOS VERDES

\_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_

City Clerk

\_\_\_\_\_  
Name: \_\_\_\_\_

City Attorney



IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

CITY OF ROLLING HILLS

\_\_\_\_\_

Name: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

Name: \_\_\_\_\_  
City Clerk

\_\_\_\_\_

Name: \_\_\_\_\_  
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

CITY OF ROLLING HILLS ESTATES

\_\_\_\_\_

Name: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_  
City Clerk

Name: \_\_\_\_\_  
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

CITY OF SIGNAL HILL

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_, 2024

COUNTY OF LOS ANGELES

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
County Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT  
County of Los Angeles  
Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Fl.  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

By:

\_\_\_\_\_

Name: \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

County Counsel

\_\_\_\_\_

Name: \_\_\_\_\_  
Associate

## Exhibit "A" Monitoring Costs

Harbor Toxic Downstream Cost Share							
Permittee	Monitoring Cost					Maximum GWMA Admin Cost**	Maximum Annual Cost
	Area (mi <sup>2</sup> )	Area Cost	Base Cost	Base Cost plus Area Cost*	Base Cost+Area Per Year		
LACFCD Contribution (flat 10%)	--	--	\$296,700.00	\$296,700	\$59,340	\$44,505	\$68,241
Bellflower (GWMA Member)	4.39	\$85,308	\$80,918	\$166,226	\$33,245	\$8,311	\$34,908
Lakewood (GWMA Member)	7.53	\$146,326	\$80,918	\$227,244	\$45,449	\$11,362	\$47,721
Long Beach (GWMA Member)	39.46	\$766,802	\$80,918	\$847,720	\$169,544	\$42,386	\$178,021
Port of Long Beach (GWMA Member)	11.35	\$220,557	\$80,918	\$301,476	\$60,295	\$15,074	\$63,310
Los Angeles and Port of Los Angeles	20.35	\$395,449	\$80,918	\$476,367	\$95,273	\$71,455	\$109,564
Paramount (GWMA Member)	1.72	\$33,424	\$80,918	\$114,342	\$22,868	\$5,717	\$24,012
Rancho Palos Verdes	3.00	\$58,297	\$80,918	\$139,215	\$27,843	\$20,882	\$32,020
Rolling Hills	0.92	\$17,878	\$80,918	\$98,796	\$19,759	\$14,819	\$22,723
Rolling Hills Estate	0.35	\$6,801	\$80,918	\$87,720	\$17,544	\$13,158	\$20,175
Signal Hill (GWMA Member)	2.18	\$42,363	\$80,918	\$123,281	\$24,656	\$6,164	\$25,889
Unincorporated	0.36	\$6,996	\$80,918	\$87,914	\$17,583	\$13,187	\$20,220
<b>Totals</b>	<b>91.61</b>	<b>\$1,780,200</b>	<b>\$1,186,800</b>	<b>\$2,967,000</b>	<b>\$593,400</b>	<b>\$267,021</b>	<b>\$646,804</b>

Cost Share FY2024-2025 to FY2028-2029 (5 years)						
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder	GWMA Direct and Indirect Admin per Permit Holder*	Annual Payment per Permit Holder	Total Base Cost per Permit Holder for 5 Years	Total Direct & Indirect Admin Fee for Permit Holder for 5 Years	Total Cost per Permit Holder***
Individual or General NPDES Permit Holders	\$29,766	\$4,465	\$34,231	\$148,830	\$22,325	\$171,155
<b>Total</b>						<b>\$0.00</b>

Costs Per Activity						
Activity	2024-25	2025-26	2026-27	2027-28	2028-29	Cost FY24/25 - FY28-29
Base Fee+Basin Plan Amendment***	\$417,500	\$603,500	\$651,500	\$358,000	\$936,500	\$2,967,000

\* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.  
 \*\* The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.  
 \*\*\* Amounts shown are from Anchor QEA's Nov 2023 Proposal  
 Permittee costs will be adjusted based on the number of individual NPDES permittees that participate.

RMC Members	
Agencies (30/60 split)	11
LACFCD (10% split)	1
<b>Total</b>	<b>12</b>

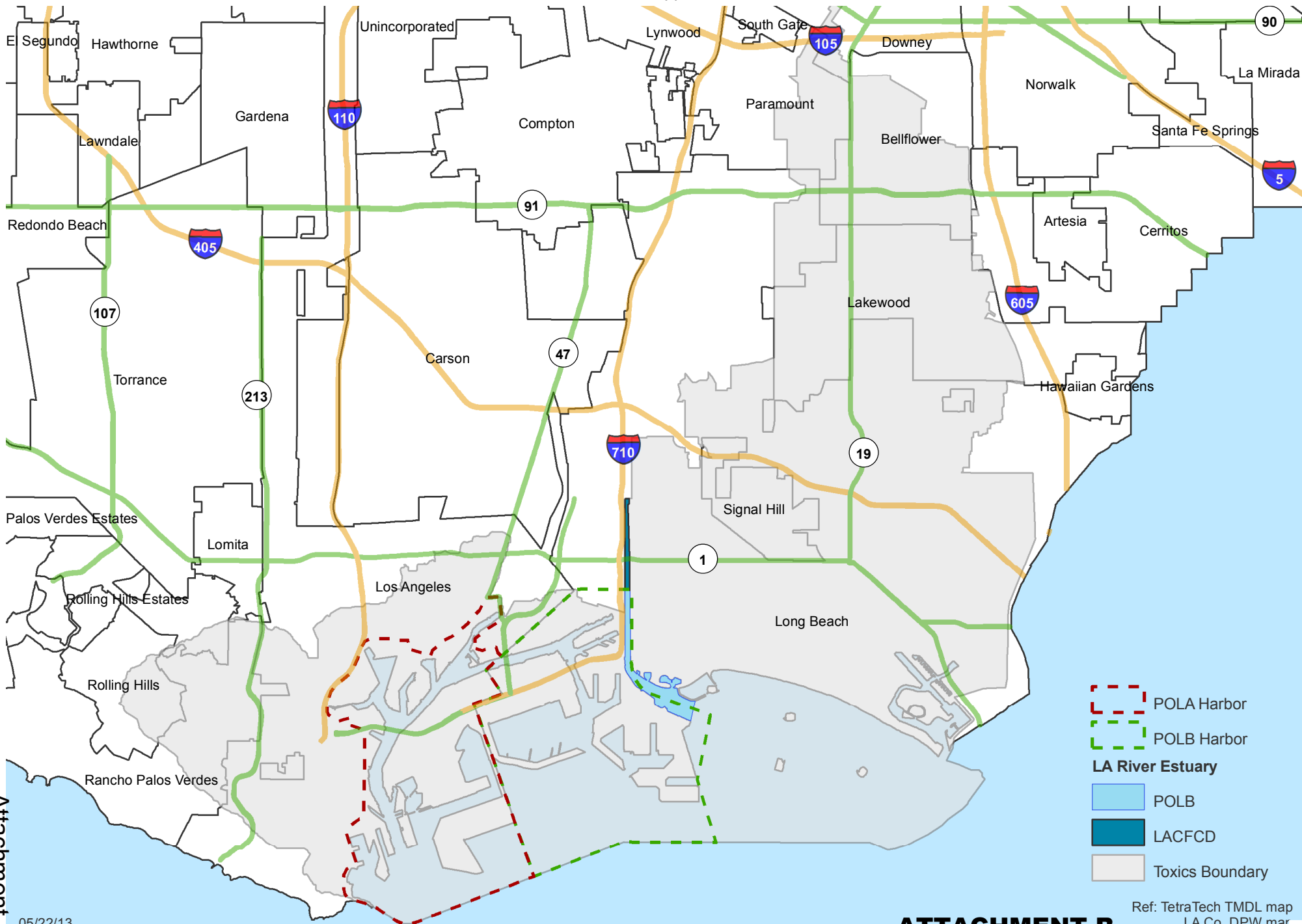
Cost Share Breakdown	
Base cost*	30%
Area cost	60%
LACFCD contribution	10%
<b>Total</b>	<b>100%</b>

Rates	
Years	5
GWMA members admin fee floor	0%
GWMA members admin fee ceiling	5%
GWMA non-members admin fee floor	7%
GWMA non-members admin fee ceiling	15%

Individual NPDES Permits	
Private sector permittees	0

# Harbor Toxics TMDL Draft

Boundaries Approximate



- POLA Harbor
- POLB Harbor
- LA River Estuary**
- POLB
- LACFCD
- Toxics Boundary

Ref: TetraTech TMDL map  
LA Co. DPW map

**ATTACHMENT B**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY

AND

THE CITIES OF BELLFLOWER, LAKEWOOD, LONG BEACH, PARAMOUNT,  
RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SIGNAL  
HILL, AND LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF HARBOR  
COMMISSIONERS, THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT, AND THE PORT OF LONG BEACH

FOR ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF  
THE COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR  
THE DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBORS  
WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS

This Memorandum of Understanding ("MOU") is made and entered into as of April 15, 2019 by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners ("POLA"), the County of Los Angeles, the Los Angeles County Flood Control District ("LACFCD"), and separately the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners ("Port of Long Beach").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, for the purposes of this MOU, the term "Permittees" shall mean the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill, and the County of Los Angeles, the LACFCD, POLA, and the Port of Long Beach; and

WHEREAS, the Permittees and the GWMA are collectively referred to as the "Parties"; and

WHEREAS, the United States Environmental Protection Agency approved the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL"); and

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees; and



WHEREAS, the Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip) and the Los Angeles River Estuary ("Greater Harbor Waters"); and

WHEREAS, several of these Permittees are in multiple watersheds and this MOU shall only pertain to those areas tributary to the Greater Harbor Waters; and

WHEREAS, the Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by implementing the Coordinated Compliance, Monitoring, and Reporting Plan ("CCMRP") for the TMDL to ensure compliance with the TMDL and consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, the CCMRP was approved by the Los Angeles Regional Water Quality Control Board's ("Regional Board") Executive Officer on June 6, 2014; and

WHEREAS, the Permittees have elected to implement the CCMRP to address the Harbor Toxic Pollutants TMDL requirements; and

WHEREAS, implementation of the CCMRP requires administrative and professional coordination services for the Permittees that the GWMA is able and willing to provide; and

WHEREAS, the Permittees have collaborated with the GWMA in the implementation of the CCMRP; and

WHEREAS, the Permittees have determined that the costs of implementing the CCMRP and other related costs incurred by the GWMA in administering this MOU should be shared by the Permittees; and

WHEREAS, each Permittee shall pay its share of the costs of implementing the CCMRP, and any administrative costs related thereto, based on the Cost Sharing Tables in Exhibit A; and

WHEREAS, individual NPDES permit holders that are not Permittees may wish to participate in the CCMRP for individual permit compliance; and

WHEREAS, the Parties contemplate allowing other individual NPDES permit holders to participate in the CCMRP without being a party to this MOU, in order to minimize the costs of preparing and implementing the CCMRP to each of the Permittees; and

WHEREAS, the Parties authorize the GWMA to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOU) for CCMRP cost sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the CCMRP, the Parties contemplate that the Cost Sharing Tables in **Exhibit "A"** will be modified as appropriate and each Permittee's proportional payment obligation reduced accordingly to reflect the other individual NPDES permit holders' payments; and

WHEREAS, the Parties have determined that authorizing the GWMA to retain a consultant to conduct monitoring necessary to implement the CCMRP will be beneficial to the Permittees; and

WHEREAS, the Permittees have approved a consultant, Anchor QEA, L.L.C. ("Consultant") and authorized GWMA to hire and serve as conduit for paying Consultant to implement and conduct the monitoring set forth in the CCMRP; and

WHEREAS, GWMA and Consultant entered into an agreement dated July 10, 2014 for the purpose of retaining the Consultant to implement and conduct the monitoring set forth in the CCMRP and perform other professional services ("Consultant Agreement"), incorporated herein by this reference; and

WHEREAS, the Consultant Agreement was first amended in order to extend the expiration date from September 30, 2019 to December 31, 2019, and more recently amended to further extend the expiration date to December 31, 2024; and

WHEREAS, the Consultant shall conduct monitoring to implement the CCMRP and any other plans, as set forth in the Scope of Work of the Consultant Agreement, any amendments thereto or a new agreement that the GWMA and/or the Permittees may approve with the Consultant or an alternative firm; and

WHEREAS, the role of the GWMA is to: (a) invoice and collect funds from each of the Permittees to cover the costs of implementing the CCMRP and paying the Consultant; (b) administer the Consultant's contract for implementation of the CCMRP; and (c) at the request of the Permittees, negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for participation in the implementation of the CCMRP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to share in the cost of implementing the CCMRP and to compensate the GWMA for costs associated with its role and duties under this MOU.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on the GWMA and the Permittees that execute this MOU.

Section 6. Term. The term of this MOU shall commence on the effective date of this Agreement as set forth in the preamble and expire on December 31, 2024, unless terminated earlier pursuant to this MOU.

Section 7. Permittee Representative.

(a) Each Permittee shall appoint a representative ("Representative") and, as necessary, an "Alternate Representative" to attend meetings of the Permittees. Each Permittee shall have one vote on decisions to be made by the Permittees. A Permittee may not appoint a person to serve as its Representative or Alternate Representative if the person owns, manages, operates, is employed by, or otherwise has a financial interest in, the Consultant or if the person has a financial interest in any foreseeable decisions made by the Permittees. Except as noted below, all decisions to be made by Permittees shall require a majority vote of all of the Permittees.

(b) The Permittees shall appoint a Chair ("Chair"), who shall have the authority to speak on behalf of the Permittees to the GWMA on decisions to be made by the Permittees. The Permittees may also appoint a Vice-Chair ("Vice-Chair"), who shall have the authority to speak on behalf of the Permittees in the event the Chair is unavailable. The Permittees shall inform the GWMA of the names of the Chair and Vice-Chair in writing. The GWMA may rely on written directions from the Chair, or the Vice-Chair, if the Chair is unavailable. In the event of conflicting directions from the Chair and the Vice-Chair, the GWMA shall rely on the Chair's direction. Subject to the provisions of this subparagraph (b), the Chair shall be the exclusive means of communication between the Permittees and the GWMA.

(c) Upon the Permittees' approval of the following items, the GWMA will take action on them in accordance with the Permittee's direction: (i) the Consultant's scope of work and any amendments thereto; (ii) the payment of the Consultant's invoices; (iii) the payment of any other costs as the Permittees deem necessary; (iv) budget increases; and (v) the participation of individual NPDES permit holders in the cost-sharing relating to the CCMRP. Notwithstanding the foregoing, the GWMA may pay the Consultant's invoices or any other financial obligations arising out of this MOU if

the Permittees either fail to act in a timely manner or their decision would cause the GWMA to breach a contractual obligation to a third party.

Section 8. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from each of the Permittees to cover the costs of implementing the CCMRP and paying the Consultant, according to the Cost Sharing Tables in **Exhibit "A"**;

(b) The GWMA shall administer the Consultant's contract for implementation of the CCMRP by contracting with and paying the Consultant as approved by the Permittees; and

(c) At the request of the Permittees, the GWMA is authorized and shall negotiate, enter into agreements with, and collect funds from individual NPDES permit holders that are not Permittees for participation on the implementation of the CCMRP.

Section 9. Financial Terms.

(a) Each Permittee shall pay: (1) its proportional share of costs identified in the Cost Sharing Tables as "Monitoring Costs" in **Exhibit "A"** ("Monitoring Costs"); and (2) for Consultant and any other related costs which the Chair informs the GWMA in writing that the Permittees have approved, provided, however, that the LACFCD's Monitoring Costs shall not exceed ten percent (10%) of the sum total of all Monitoring Costs without the LACFCD's written agreement.

(b) In the event the Permittees approve an increase in the budget that would cause the LACFCD's Monitoring Costs to exceed ten percent (10%) of the total Monitoring Costs, the GWMA shall terminate this MOU if (i) the LACFCD does not inform the GWMA in writing within thirty (30) days that it will pay its increased Monitoring Costs or (ii) the Permittees, through their Chair, do not inform the GWMA in writing within thirty (30) days that the other Permittees agree to absorb the LACFCD's Monitoring Costs that exceed ten percent (10%) of the total Monitoring Costs.

(c) In addition to the Monitoring Costs, each Permittee, including LACFCD, shall also pay its proportional share of the GWMA's staff time for hiring the Consultant, managing the Consultant Agreement, invoicing the Permittees, reasonable legal fees and staff costs incurred by the GWMA in the performance of its duties under this MOU, audit expenses, and other overhead costs ("Administrative Costs"). The GWMA shall calculate the Administrative Costs in accordance with Subsection (i) and (ii) below and will add the applicable Administrative Costs to each Permittee's invoice. For reference purposes only, the maximum amount of each Permittee's Administrative Costs are identified in **Exhibit "A"**.

i. **GWMA Members.** If the Permittee is a GWMA Member, then the Administrative Costs do not include the GWMA's estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the Administrative Costs will range

between zero percent (0%) and five percent (5%) of the Permittee's Monitoring Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Chair fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the Administrative Costs will also include the GWMA's estimated indirect, overhead costs. The rate charged to Non-GWMA Members, including LACFCD, in order to recover direct Administrative Costs will range between five percent (5%) and ten percent (10%) of the Permittee's Monitoring Costs and the rate charged to recover indirect Administrative Costs will range between two percent (2%) and five percent (5%) of the Permittee's Monitoring Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA may increase or decrease the rates charged to recover the Administrative Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Chair fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

(d) Any increase above the costs listed in **Exhibit "A,"** will require an amendment to this MOU. The GWMA shall not expend funds nor incur obligations in excess of the projected costs without prior notification to and approval by the Permittees.

(e) Each Permittee has received its invoice for the 2018-2019 fiscal year. The GWMA shall submit an invoice for the 2019-2020 fiscal year to each Permittee reflecting each Permittee's Monitoring Costs and Administrative Costs, as provided in this Section 9 and **Exhibit "A"** no later than July 1, 2019, less any reserves currently held by the GWMA in connection with the Permittee's obligations under this MOU, if any. For each successive year commencing with the 2020-2021 fiscal year, the GWMA shall submit invoices to the Permittees as provided in this Section 9 and **Exhibit "A"** no later than July 1st annually.

(f) The GWMA shall not be required to incur obligations for any fiscal year in excess of the costs reflected in **Exhibit "A"** or in excess of any budget approved by the GWMA and the Permittees unless the Permittees authorize the GWMA to expend the additional funds. The GWMA may suspend the work of the Consultant as necessary to avoid incurring additional financial obligations.

(g) Upon receiving an invoice from the GWMA, each Permittee shall pay its invoice to the GWMA within sixty (60) days of the invoice's date.

(h) A Permittee will be delinquent if its invoiced payment is not received by the GWMA within sixty (60) days after the invoice's date. The GWMA will

follow the procedure listed below, or such other procedure that the Permittees direct to effectuate payment: 1) verbally contact the representative of the delinquent Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the delinquent Permittee at the address listed in Section 13 of the MOU. If payment is not received within ninety (90) days of the invoice date, the GWMA may terminate this MOU unless the City Managers/Administrators/Chief Executive Officers for those non-delinquent Permittees inform the GWMA in writing that they agree to adjust their Monitoring Costs and allocation in accordance with the Cost Sharing Tables in **Exhibit "A"** and Administrative Costs to account for the delinquent Permittee's costs. However, no such termination may be ordered unless the GWMA first provides the non-delinquent Permittees with sixty (60) days' written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators/Chief Executive Officers, the delinquent Permittee's participation in this MOU will be terminated and the Cost Sharing Tables in **Exhibit "A"** or such other formula to which the non-delinquent Permittees shall direct will be adjusted. A terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

(i) The GWMA may suspend or modify the scope of work being performed by any Consultant retained by GWMA whenever any Permittee has not paid its invoice within ninety (90) days of the invoice date unless the City Managers/Administrators/Chief Executive Officers of those non-delinquent Permittees inform the GWMA that they will pay the delinquent Permittee's costs once the MOU with the delinquent Permittee has been terminated.

(j) Any delinquent payments by a Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

(k) Funds remaining in the possession of the GWMA at the end of each fiscal year, which are in excess of the fiscal year's Monitoring Costs and Administrative Costs, may be applied to the Permittees' Monitoring Costs and/or Administrative Costs for the next fiscal year upon request by the Permittees through the Chair.

(l) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then-remaining non-delinquent Permittees and in accordance with the Cost Sharing Tables in **Exhibit "A"**. Notwithstanding the foregoing, the Chair may request that any remaining funds be applied as a credit toward future costs associated with a subsequent cost share agreement between the Permittees and the GWMA for the Harbor Toxic Pollutants TMDL, provided that the Chair informs the GWMA of the Permittees' election to do so at least ninety (90) days prior to the expiration of this MOU.

(m) The Harbor Toxic Pollutants TMDL provides that the Regional Board will reconsider the TMDL's targets, waste load allocations, and load allocations

based on new policies, data, or special studies. As of this MOU's execution, the Regional Board had begun the process of amending the Harbor Toxic Pollutants TMDL. Also as of the date of this MOU's execution, the Regional Board had begun the process of re-issuing NPDES Permit No. CAS004001, which constitutes the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County ("MS4 Permit"), under which some of the Permittees are covered. The MS4 Permit incorporates the Harbor Toxic Pollutants TMDL. If the Regional Board amends the Harbor Toxic Pollutants TMDL and/or the MS4 Permit during the term of this MOU, then the Permittees, represented by the Chair, and the GWMA shall meet and confer in good faith on an amendment to the Cost Sharing Tables in **Exhibit "A"** to reflect changes to the cost of implementing the CCMRP. Any agreed upon amendment to the Cost Sharing Tables shall be presented to the GWMA Board of Directors for approval and, if approved, **Exhibit "A"** shall be revised accordingly.

Section 10. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittees.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 11. Indemnification and Insurance.

(a) The GWMA shall include in the agreements with the Consultant an indemnification clause requiring the Consultant to defend, indemnify and hold harmless each of the Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultant, their officers, employees, and other representatives and agents, arising out of or related to Consultant's performance under its agreement with the GWMA.

(b) Each Permittee shall defend, indemnify and hold harmless the other Parties and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Permittee) for negligent or intentional acts, errors and omissions committed by the

indemnifying Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Party's negligence or that of its officers, employees, or other representatives and agents other than the Consultant.

(c) The GWMA shall defend, indemnify and hold harmless the Permittees, their officers, employees, and other representatives and agents of the Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.

(d) **Consultant's Insurance.** The GWMA shall require the Consultant to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:

i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per incident or accident for bodily injury, death and property damage;

ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars (\$1,000,000);

iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars (\$2,000,000) per incident; and

iv. Workers' Compensation insurance as required by the State of California.

(e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant will be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittees for the acts or omissions of the Consultant. The Permittees' sole recourse for any act or omission of the Consultant shall be against the Consultant and its insurance.

## Section 12. Termination.

(a) A Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Parties prior written notice thereof. The withdrawing Permittee shall be responsible for its Monitoring Costs and Administrative Costs through the end of the current fiscal year during which said Permittee withdraws. Moreover, unless the withdrawing Permittee provides written notice of withdrawal to the other Parties by the March 1st immediately prior to the new fiscal year, the withdrawing



Permittee shall also be responsible for its Monitoring Costs and Administrative Costs through the end of the new fiscal year (e.g., If a permittee withdraws on March 2, 2020, said permittee is responsible for its share of costs for both FY 2019-2020 and FY 2020-2021. If the same permittee withdraws on February 25, 2020, said permittee is responsible for costs only for FY 2019-2020, not for FY 2020-2021). Such Monitoring Costs and Administrative Costs shall include the remaining fees of any Consultant retained by the GWMA through the end of the new fiscal year. Should any Permittee withdraw from the MOU, the remaining Permittees' Administrative Costs and Monitoring Cost allocations shall be adjusted in accordance with the Cost Sharing Tables in **Exhibit "A"**. A withdrawing Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the fiscal year(s) for which it remains responsible.

(b) The GWMA may, with a two-thirds (2/3) vote of the full GWMA Board of Directors, terminate this MOU upon not less than thirty (30) days' written notice to the Parties. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Permittees in accordance with the Cost Sharing Tables set forth in **Exhibit "A"**.

Section 13. Miscellaneous.

(a) Other NPDES Permit Holders.

i. Individual or general NPDES permit holders who are not Permittees but receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data to satisfy all or part of the monitoring and reporting requirements in their NPDES permits. Any such NPDES permit holder may submit a letter of interest to the Chair requesting to become a participant in the CCMRP. The letter of interest at a minimum shall contain a commitment to pay annually for participant status Fourteen Thousand One Hundred Forty-Five Dollars (\$14,145.00), plus any cumulative CPI Adjustment as defined below ("Annual Payment Amount"). The Annual Payment Amount will be annually and cumulatively adjusted during each year of this MOU's term based upon the percentage change in the Bureau of Labor Statistics' Consumer Price Index, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year ("CPI Adjustment"). The GWMA will use the Annual Payment Amounts received from individual or general NPDES permit holders to reduce the Monitoring Costs charged to the Permittees.

ii. Upon receipt of the letter of interest, the Chair shall distribute the letter to the Permittees who shall vote on whether to grant the NPDES permit holder participant status. If the Permittees by majority vote determine that participant status should be granted, the Chair shall notify GWMA of the Permittees' approval. Upon receipt of a written notice from the Chair of the Permittees' approval for the NPDES permit holder to participate in the implementation of the CCMRP, the GWMA will enter into a separate cost share agreement with the NPDES permit holder that will require the NPDES permit holder to pay the Annual Payment Amount of Fourteen Thousand One Hundred Forty-Five Dollars (\$14,145.00), plus any applicable CPI Adjustments as set

forth in Subsection 13(a)(i). Failure to pay the Annual Payment Amount by the date set forth in the agreement shall result in termination of the NPDES permit holder's participant status. The GWMA will deduct and retain from each NPDES permit holder's Annual Payment Amount an amount based on the percentage rate charged to Non-GWMA Members pursuant to Subsection 9(c)(ii) of this MOU in order to recover the GWMA's Administrative Costs.

iii. An NPDES permit holder accepted as a participant shall not be a Permittee or one of the Parties to this MOU and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees by this MOU. Participant status entitles an NPDES permit holder only to the monitoring data collected as part of the CCMRP and to have its name included on all reports submitted in accordance with the CCMRP for any fiscal year in which the participant has paid its Annual Payment Amount.

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Grace Kast  
Executive Officer  
Gateway Water Management Authority  
16401 Paramount Boulevard  
Paramount, CA 90723

To the Permittees:

Len Gorecki  
Director of Public Works  
City of Bellflower  
16600 Civic Center Drive  
Bellflower, CA 90706

Lisa Ann Rapp  
Director of Public Works  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

Melissa You  
Storm Water/Environmental Compliance  
Storm Water Management Division  
City of Long Beach  
333 West Ocean Boulevard, 9<sup>th</sup> Floor  
Long Beach, CA 90802

Mario Cordero  
Executive Director  
Port of Long Beach  
925 Harbor Plaza  
Long Beach, CA 90802

Chris Cannon  
Director of Environmental Management  
Port of Los Angeles on behalf of the City of Los Angeles  
425 S. Palos Verdes Street  
San Pedro, CA 90713

Adriana Figueroa  
Director of Public Works  
City of Paramount  
16400 Paramount Blvd.  
Paramount, CA 90723

Douglas Willmore  
City Manager  
Rancho Palos Verdes  
30940 Hawthorne Blvd  
Rancho Palos Verdes, CA 90275

Elaine Jeng  
City Manager  
City of Rolling Hills  
2 Portuguese Road  
Rolling Hills, CA 90274

Greg Grammer  
Assistant City Manager  
City of Rolling Hills Estates  
4045 Palos Verdes Drive North  
Rolling Hills Estates, CA 90274

Hannah Shin-Heydorn  
Deputy City Manager  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755

Paul Alva  
Senior Civil Engineer  
County of Los Angeles Department of Public Works  
900 S. Fremont Avenue  
Alhambra, CA 91803

Keith Lilley  
Los Angeles County Flood Control District  
County of Los Angeles Department of Public Works Watershed  
Management Division, 11<sup>th</sup> Floor  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

(c) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Permittees. Any Permittee may upon five (5) days' prior written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Permittees annual financial statements and audits upon request.

(d) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

(e) Waiver. Waiver by either the GWMA or a Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

(f) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(g) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.

(h) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby

and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).

(i) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(j) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.

(k) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

(l) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

(m) Days. Where this MOU quantifies a period of time in days, days shall refer to calendar days and not business days.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY

\_\_\_\_\_  
Lisa Ann Rapp  
GWMA Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicholas R. Ghirelli  
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_

CITY OF SIGNAL HILL

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

Name: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Name: \_\_\_\_\_

City Attorney

**EXHIBIT "A"**  
**Cost Sharing Tables**

Cost Share FY2019-2020 - FY2023-2024 (5 years)						
Permittee	Monitoring Cost				Maximum GWMA Admin Cost**	Maximum Annual Cost
	Area (mi <sup>2</sup> )	Area Cost	Base Cost	Base Cost + Area Cost*		
LACFCD Contribution (flat 10%)	--	--	\$135,072	\$135,072	\$20,261	\$31,067
Bellflower (GWMA Member)	4.39	\$38,836	\$25,489	\$64,326	\$3,216	\$13,508
Lakewood (GWMA Member)	7.53	\$66,615	\$25,489	\$92,104	\$4,605	\$19,342
Long Beach (GWMA Member)	39.46	\$349,085	\$25,489	\$374,574	\$18,729	\$78,661
Port of Long Beach (GWMA Member)	11.35	\$100,408	\$25,489	\$125,898	\$6,295	\$26,438
Los Angeles and Port of Los Angeles	20.35	\$180,027	\$50,978	\$231,006	\$34,651	\$53,131
Paramount (GWMA Member)	1.72	\$15,216	\$25,489	\$40,705	\$2,035	\$8,548
Rancho Palos Verdes	3.00	\$26,540	\$25,489	\$52,029	\$7,804	\$11,967
Rolling Hills	0.92	\$8,139	\$25,489	\$33,628	\$5,044	\$7,734
Rolling Hills Estate	0.35	\$3,096	\$25,489	\$28,585	\$4,288	\$6,575
Signal Hill (GWMA Member)	2.18	\$19,285	\$25,489	\$44,775	\$2,239	\$9,403
Unincorporated	0.36	\$3,185	\$25,489	\$28,674	\$4,301	\$6,595
<b>Totals</b>	<b>91.61</b>	<b>\$810,433</b>	<b>\$440,942</b>	<b>\$1,251,375</b>	<b>\$113,468</b>	<b>\$272,969</b>

\* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average monitoring costs amount will be invoiced yearly.

\*\* The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members. The amount shown assumes the maximum fee, for budgeting purposes.

\*\*\* Includes costs for preparation and submittal of FY 2023-24 annual report by December 2024.

\*\*\*\* Any surplus funds from the previous cycle 2014-18 will be used to reduce the 2019-2024 Permittee fees.



Cost Share FY2019-2020 - FY2023-2024 (5 years)						
Permittee	Monitoring Cost				Maximum GWMA Admin Cost**	Maximum Annual Cost
	Area (mi <sup>2</sup> )	Area Cost	Base Cost	Base Cost plus Area Cost*		
LACFCD Contribution (flat 10%)	--	--	\$135,072.12	\$135,072	\$20,261	\$31,067
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<b>Totals</b>	<b>91.61</b>	<b>\$810,433</b>	<b>\$440,942</b>	<b>\$1,251,375</b>	<b>\$113,468</b>	<b>\$272,969</b>

Cost Share FY2019-2020 - FY2023-2024 (5 years)					
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder	GWMA Admin per Permit Holder*	Annual Payment per Permit Holder	Term (Years)	Total Cost per Permit Holder***
Individual or General NPDES Permit Holders	\$12,300	\$1,845	\$14,145	5	\$70,725
Total for 7 Individual Permit Holders					<b>\$495,075.00</b>

Costs Per Activity						
Activity	2019	2020	2021	2022	2023	Cost FY2019-
Base Fee****	\$191,900	\$287,725	\$424,050	\$305,700	\$472,500	\$1,681,875

\* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.  
 \*\* The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.  
 \*\*\* Cost does not include annual and cumulative CPI Adjustment  
 \*\*\*\* Monitoring, Reporting.

Permittee costs will be adjusted based on the number of individual NPDES permittees that participate.

RMC Members	
Agencies (30/60 split)	12
LACFCD (10% split)	1
<b>Total</b>	<b>13</b>

Cost Share Breakdown	
Base cost*	30%
Area cost	60%
LACFCD contribution	10%
<b>Total</b>	<b>100%</b>

Rates	
Years	5
GWMA members admin fee floor	0%
GWMA members admin fee ceiling	5%
GWMA non-members admin fee floor	7%
GWMA non-members admin fee ceiling	15%

Individual NPDES Permits	
Private sector permittees	7



STAFF REPORT

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10/22/2024

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**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 OCTOBER 22, 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.

There are three contract amendments for City Council consideration as follows:

- 1) Architerra Incorporated, dba Architerra Design Group: Design Consulting services for Hillbrook Park. The proposed Third Amendment would extend the term through January 28, 2025.
- 2) MAJ Engineering, Incorporated: Construction services for the ADA Curb Ramp Project. Change Order No. 2 would increase the contract by \$12,372 for a total contract amount of \$157,885. This increase is \$8,490 above the original compensation including the 10% contingency. This adjustment is necessary to address unforeseen conditions during construction that required the removal of curb and gutter to accommodate required grades at new ADA curb ramps. Previously, Change Order No.1 extended the term through October 28, 2024, and increased the compensation by \$9,698.67.
- 3) Tetra Tech, Incorporated: Professional services for Well 10. The proposed Fifth Amendment would extend the term through May 23, 2025, and increase the compensation by \$5,000 for a total contract amount of \$480,000. The additional compensation is required to address new permit related comments from the Department of Drinking Water for Well 9.

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 October 22, 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. Architerra, Incorporated. dba Architerra Design Group - Third Amendment
- C. MAJ Contract Change Order
- D. Tetra Tech, Incorporated. - Fifth 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
<b>TERM AND COMPENSATION</b>													
1	Public Works	Professional Services	Tetra Tech, Inc.	Y 4/14/2020	N	11/24/2024	\$475,000	5	05/23/2025	\$5,000	\$480,000	500-40-5840	Yes
<b>COMPENSATION ONLY</b>													
<b>TERM ONLY</b>													
1	Public Works	Design Consulting Services	Architerra Incorporated, dba Architerra Design Group	Y 10/10/2023	N	1 Year 10/30/2024	\$145,726	3	01/28/2025	N/A	N/A	400-40-5895	Yes
<b>CHANGE ORDERS</b>													
1	Public Works	ADA Curb Ramp Installation Construction	MAJ Engineering, Inc.	Y 7/23/24	N	30 Days 9/13/2024	\$145,513 (135,814 + 9,698)	2	30 Workdays 10/28/2024	\$12,372	\$157,885 (additional \$8,490 above contingency)	400-40-5894	Yes

N/A: Not applicable

**CITY OF SIGNAL HILL**  
**THIRD AMENDMENT TO**  
**AGREEMENT FOR DESIGN CONSULTANT SERVICES**

**1. PARTIES AND DATE.**

This Third Amendment to the Agreement for Design Consultant Services (“Third Amendment”) is entered into on the 22<sup>th</sup> day of October, 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 **Architerra Inc. dba Architerra Design Group**, a California corporation, with its principal place of business at 10221-A Trademark Street, Rancho Cucamonga, CA 91730 (“Consultant”). City and Consultant 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 Design Consultant Services dated January 10, 2023 (“Agreement”) including total compensation not to exceed One Hundred Forty-Five Thousand Seven Hundred Twenty-Six Dollars (\$145,726) over the term of the Agreement to conclude on July 16, 2023.

2.2 First Amendment. On July 25, 2023, the Parties amended the Agreement in order to extend the term of the Agreement to March 30, 2024.

2.3 Second Amendment. On March 12, 2024, the Parties amended the Agreement in order to extend the term of the Agreement to October 30, 2024.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire on January 28, 2025.

**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 January 10, 2023, to January 28<sup>th</sup>, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.”

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

**CITY OF SIGNAL HILL**

**ARCHITERRA, INC. DBA ARCHITERRA  
DESIGN GROUP**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
Richard Krumwiede  
President

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

**ATTEST:**

By: \_\_\_\_\_  
Kimberly Boles  
Assistant City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney



Contract Change Order No 1

Date: September 13, 2024

Project Number: \_\_\_\_\_

Project Name: ADA Curb Ramp Installation Project

Contractor: MAJ Engineering

*This Change Order covers changes to the subject Contract as described herein. The Contractor is to furnish equipment, materials, labor and perform all work as necessary or required to complete the Change Order items at the prices agreed upon between the Contractor and the City.*

	Cost	Working Days
Original Contract Amount:	\$ 135,814.00	30
Previous Change Orders Amounts:	\$ -	0
This Change Order Amount:	\$ 9,698.67	0
Total Increase to Contract to Date:	\$ 9,698.67	0
Revised Total Contract Amount:	\$ 145,512.67	0
Percentage of Total (Increase/Decrease) to Contract Amount to Date:	7.14%	

FIRST WORKING DAY.....		August 14, 2024
Working days specified in Contract.....	21	Working Days
Administrative Delay .....	0	Working Days
ORIGINAL COMPLETION DATE.....		September 13, 2024
Non-working days due to weather delays.....	0	Non-working Days
Non-working days due to Administrative Delay.....	0	Non-working Days
Contract Time Extensions by Previous Change Orders.....	0	Working Days
Contract Time Extensions by This Change Order.....	30	Working Days
<b>REVISED COMPLETION DATE.....</b>		<b>October 28, 2024</b>

**DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:**

Item No.	Description	Change Order Quantity	Unit	Unit Cost	Change Order Cost	Add'l Working Days
1	Contractor to procure all labor and materials to include dowels at all curb and gutter locations. The City and Contractor mutually agreed on T&M and additional work days, per MAJ's COR#3&4.	1	LS	\$ 5,909.40	\$ 5,909.40	
2.0	Contract balancing for completed work.					30
2.10	Bid Item #3 Remove Concrete Sidewalk and/or Access Ramp	430.11	SF	\$ 12.00	\$ 5,161.32	0
2.11	Bid Item #4 Remove Concrete Cross Gutter and Spandrel and construct new cross gutter and/or spandrel per City of Signal Hill STD. Plan No. 222, plans and Contract Documents	(218.66)	SF	\$ 20.00	\$ (4,373.20)	0
2.12	Bid Item #5 Sawcut and Remove Roadway Structural Section and construct 8" deep slot pave per plans and Contract documents.	553.76	SF	\$ 20.00	\$ 11,075.20	0
2.13	Bid Item #6 Remove existing local depression and construct local depression (case A) per SPPWC Std. Plan No. 313-4, plans and Contract Documents	13.45	SF	\$ 30.00	\$ 403.50	0



Contract Change Order No 1

Date: September 13, 2024

Project Number:

Project Name: ADA Curb Ramp Installation Project

Contractor: MAJ Engineering

2.14	Bid Item #7	Construct Curb Ramp, Case A Type 1 per plans and Contract Documents	(1.00)	EA	\$ 4,000.00	\$ (4,000.00)	0
2.15	Bid Item #9	Construct Curb Ramp, Case C per plans and Contract Documents	(1.00)	EA	\$ 4,000.00	\$ (4,000.00)	0
2.16	Bid Item #10	Construct Curb Ramp, Case D Type 2 per plans and Contract Documents	(1.00)	EA	\$ 4,000.00	\$ (4,000.00)	0
2.17	Bid Item #12	Construct Variable Height Type A Curb & Gutter per City of Signal Hill Std. Plan No. 201, plans and Contract Documents	87.88	LF	\$ 45.00	\$ 3,954.60	0
2.18	Bid Item #13	Construct Variable Height Type B Curb per City of Signal Hill Std. Plan No. 205, plans and Contract Documents.	(4.95)	LF	\$ 40.00	\$ (198.00)	0
2.19	Bid Item #14	Construct 4" Concrete Sidewalk per City of Signal Hill Std. Plan No. 201, per plans and Contract Documents	(75.61)	SF	\$ 15.00	\$ (1,134.15)	0
2.20	Bid Item #16	Adjust Water Meter to Grade	(1.00)	EA	\$ 100.00	\$ (100.00)	0
2.21	Bid Item #17	Relocate Sign	1.00	EA	\$ 1,000.00	\$ 1,000.00	0
<b>Estimated Total of This Change Order:</b>						<b>\$ 9,698.67</b>	<b>30</b>

**PAYMENT FOR THIS WORK WILL BE MADE BASED ON FIELD MEASURED QUANTITIES AT THE ADJUSTED CONTRACT UNIT PRICES LISTED ABOVE AND THE TOTAL COST MAY DIFFER FROM THE ESTIMATED AMOUNT SHOWN ABOVE.**





Contract Change Order No 1

Date: September 13, 2024

Project Number: \_\_\_\_\_

Project Name: ADA Curb Ramp Installation Project

Contractor: MAJ Engineering

Approval Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_

Margarita Beltran, Contracts Manager

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Thomas Bekele, P.E., Director of Public Works

**CONTRACTOR ACCEPTANCE STATEMENT**

*THIS CHANGE ORDER REPRESENTS FULL AND COMPLETE COMPENSATION FOR ALL DIRECT AND INDIRECT COSTS (INCLUDING, BUT NOT LIMITED TO, EXTENDED OR ADDITIONAL FIELD AND HOME OFFICE OVERHEAD, SUPERVISION, LABOR, MATERIALS AND EQUIPMENT, INSURANCE, TAXES, BONDS AND PROFIT), ALL ESCALATION, DELAY, DISRUPTION, ACCELERATION, INEFFICIENCIES, LOST PRODUCTIVITY, DIFFERING SITE CONDITIONS AND/OR CONSTRUCTION INTERFERENCES ARISING OUT OF OR AS A RESULT OF THIS CHANGE ORDER OR THE RIPPLE EFFECT OR CUMULATIVE IMPACT OF THIS CHANGE ORDER ON THE PERFORMANCE OF THE OVERALL WORK UNDER THE CONTRACT. THE PARTIES HERETO AGREE THAT THIS CHANGE ORDER CONSTITUTES A MUTUAL ACCORD AND SATISFACTION WITH RESPECT TO ALL CLAIMS FOR IMPACTS, SCHEDULE EXTENSION OR ANY COSTS OF WHATSOEVER NATURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THIS CHANGE ORDER.*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Ahmad Jarrar, MAJ Engineering



Contract Change Order No 2

Date: September 13, 2024

Project Number: \_\_\_\_\_  
 Project Name: ADA Curb Ramp Installation Project  
 Contractor: MAJ Engineering

*This Change Order covers changes to the subject Contract as described herein. The Contractor is to furnish equipment, materials, labor and perform all work as necessary or required to complete the Change Order items at the prices agreed upon between the Contractor and the City.*

	Cost	Working Days
Original Contract Amount:	\$ 135,814.00	30
Previous Change Orders Amounts:	\$ 9,698.67	0
This Change Order Amount:	\$ 12,372.36	0
Total Increase to Contract to Date:	\$ 22,071.03	0
Revised Total Contract Amount:	\$ 157,885.03	0
Percentage of Total (Increase/Decrease) to Contract Amount to Date:	16.25%	

FIRST WORKING DAY.....		August 14, 2024
Working days specified in Contract.....	21	Working Days
Administrative Delay .....	0	Working Days
ORIGINAL COMPLETION DATE.....		September 13, 2024
Non-working days due to weather delays.....	0	Non-working Days
Non-working days due to Administrative Delay.....	0	Non-working Days
Contract Time Extensions by Previous Change Orders.....	30	Working Days
Contract Time Extensions by This Change Order.....	0	Working Days
<b>REVISED COMPLETION DATE.....</b>		<b>October 28, 2024</b>

**DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:**

Item No.	Description	Change Order Quantity	Unit	Unit Cost	Change Order Cost	Add'l Working Days
1	Contractor to procure all labor and materials required to demolish curb and gutter within work areas in order to meet grades for the installation of new ramps. The City and Contractor mutually agreed on T&M, per MAJ's COR#1.	1	LS	\$ 5,909.40	\$ 12,372.36	0
<b>Estimated Total of This Change Order:</b>					<b>\$ 12,372.36</b>	<b>0</b>

*PAYMENT FOR THIS WORK WILL BE MADE BASED ON FIELD MEASURED QUANTITIES AT THE ADJUSTED CONTRACT UNIT PRICES LISTED ABOVE AND THE TOTAL COST MAY DIFFER FROM THE ESTIMATED AMOUNT SHOWN ABOVE.*



Contract Change Order No 2

Date: September 13, 2024

Project Number: \_\_\_\_\_

Project Name: ADA Curb Ramp Installation Project

Contractor: MAJ Engineering

Approval Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_

Margarita Beltran, Contracts Manager

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Thomas Bekele, P.E., Director of Public Works

**CONTRACTOR ACCEPTANCE STATEMENT**

*THIS CHANGE ORDER REPRESENTS FULL AND COMPLETE COMPENSATION FOR ALL DIRECT AND INDIRECT COSTS (INCLUDING, BUT NOT LIMITED TO, EXTENDED OR ADDITIONAL FIELD AND HOME OFFICE OVERHEAD, SUPERVISION, LABOR, MATERIALS AND EQUIPMENT, INSURANCE, TAXES, BONDS AND PROFIT), ALL ESCALATION, DELAY, DISRUPTION, ACCELERATION, INEFFICIENCIES, LOST PRODUCTIVITY, DIFFERING SITE CONDITIONS AND/OR CONSTRUCTION INTERFERENCES ARISING OUT OF OR AS A RESULT OF THIS CHANGE ORDER OR THE RIPPLE EFFECT OR CUMULATIVE IMPACT OF THIS CHANGE ORDER ON THE PERFORMANCE OF THE OVERALL WORK UNDER THE CONTRACT. THE PARTIES HERETO AGREE THAT THIS CHANGE ORDER CONSTITUTES A MUTUAL ACCORD AND SATISFACTION WITH RESPECT TO ALL CLAIMS FOR IMPACTS, SCHEDULE EXTENSION OR ANY COSTS OF WHATSOEVER NATURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THIS CHANGE ORDER.*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Ahmad Jarrar, MAJ Engineering

**CITY OF SIGNAL HILL**  
**FIFTH AMENDMENT TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**1. PARTIES AND DATE.**

This Fifth Amendment to the Agreement for Professional Services (“Fifth Amendment”) is entered into on the 22<sup>nd</sup> day of October, 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 **Tetra Tech, Inc.**, a Delaware Corporation, with its principal place of business at 17885 Von Karman Ave., Ste. 500 (“Consultant”). City and Consultant 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 Professional Services dated April 14, 2020, expiring on September 8, 2022 (18 months from the commencement of construction on March 8, 2021) and including total compensation not to exceed \$450,000 over the term of the Agreement (“Agreement”).

2.2 Discretionary Term Extension. The City’s Contract Officer administratively authorized a discretionary term extension pursuant to Section 1.9 of the Agreement, extending the term of the Agreement by 180 days to expire on March 7, 2023.

2.3 First Amendment. On February 14, 2023 the Parties amended the Agreement in order to extend the term of the Agreement to June 30<sup>th</sup>, 2023, expand the Scope of Services to include a water quality review and treatability memorandum to Division of Drinking Water, and increase the total amount of compensation under the Agreement to \$458,000.

2.4 Second Amendment. On July 25, 2023 the Parties amended the Agreement in order to expand the scope of services, extend the term of the Agreement to expire on November 30, 2023 and increase the total amount of compensation under the Agreement to \$475,000.

2.5 Discretionary Term Extension. The City’s Contract Officer administratively authorized a discretionary term extension pursuant to Section 1.9 of the Agreement, extending the term of the Agreement by 90 days to expire on February 28, 2024.

2.6 Third Amendment. On February 27, 2024 the Parties amended the Agreement in order to extend the term of the Agreement to expire on May 28, 2024.

2.7 Fourth Amendment. On May 28, 2024 the Parties amended the Agreement in order to extend the term of the Agreement to expire on November 24, 2024.

2.8 Fifth Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire on May 23, 2025 and increase the total compensation under the Agreement to \$480,000.

**3. TERMS.**

3.1 Term. Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

“Unless earlier terminated in accordance with Article 7 of the Agreement, this Agreement shall continue in full force and effect until completion of the Services but not later than **May 23<sup>rd</sup>, 2025.**”

3.2 Compensation. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total Compensation, including reimbursement for actual expenses shall not exceed **Four Hundred Eighty Thousand Dollars (\$480,000)** (the “Contract Sum”, unless additional compensation is approved pursuant to Section 1.9.”

3.3 Schedule of Compensation. Exhibit “C” of the Agreement is hereby amended to include the following:

“Support For Permit Amendment: \$5,000  
(Exh. A, II. Task 2, Permitting and Regulatory Assistance)”

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Fifth Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

**\*\*Signatures on following page\*\***

**CITY OF SIGNAL HILL**

**TETRA TECH, INC.**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
Steve Tedesco  
Senior Vice President

**ATTEST:**

By: \_\_\_\_\_  
Kimberly Boles  
Assistant City Clerk

By: \_\_\_\_\_  
Tom Epperson  
Vice President

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
City Attorney

**ATTACHMENT "1" TO FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Exhibit "C" Schedule of Compensation is hereby amended to include:**

Add the following Task to Part I of Exhibit "C":

Support for Permit Amendment: \$5,000



CITY OF SIGNAL HILL  
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

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10/22/2024

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**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 September 30, 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  
9/30/24**

<b>Total Investments Beginning Balance (PAR Value):</b>	<b>106,528,073.32</b>
<b>Receipts</b>	
Interest	201,420.36
Transfer to LAIF from Checking	2,580,000.00
Transfer To CAMP from Checking	-
Transfer To CLASS from Checking	-
Bond Contributions to Fiscal Agent	-
Investment Purchases	1,800,000.00
Money Market	-
<b>Total Receipts</b>	<b>4,581,420.36</b>
<b>Disbursements</b>	
Transfer to Checking from LAIF	(820,000.00)
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	-
Money Market	(1,800,000.00)
<b>Total Disbursements</b>	<b>(2,620,000.00)</b>
<b>Total Investments Ending Balance (PAR Value):</b>	<b>108,489,493.68</b>

**Schedule of Investments**  
**(Includes City of Signal Hill and Signal Hill Redevelopment Agency)**  
**September 30, 2024**

Investment	CUSIP #	PURCHASE Date	MATURITY Date**	COUPON	YIELD@	COST #	PAR	V.A.L.U.E MARKET*	Annual Projected Interest
<b>Local Agency Investment Fund (LAIF):</b>									
City of Signal Hill			Demand	N/A	4.575%	41,226,459.58	41,226,459.58	41,226,459.58	1,946,869.98
Successor Agency			Demand	N/A	4.575%	511,199.69	511,199.69	511,199.69	23,012.54
					Subtotal	41,737,659.27	41,737,659.27	41,737,659.27	1,969,882.53
<b>California Asset Management Program (CAMP):</b>									
City of Signal Hill ***			Demand	N/A	5.290%	12,139,975.26	12,139,975.26	12,139,975.26	666,704.00
					Subtotal	12,139,975.26	12,139,975.26	12,139,975.26	666,704.00
<b>California Cooperative Liquid Assets Securities System (California CLASS):</b>									
City of Signal Hill ****			Demand	N/A	5.260%	4,540,767.49	4,540,767.49	4,540,767.49	237,786.09
					Subtotal	4,540,767.49	4,540,767.49	4,540,767.49	237,786.09
<b>Government Securities:</b>									
FEDERAL FARM CREDIT BANK	3133ENZ94	2/6/2023	11/19/2024	4.500%	4.335%	500,000.00	500,000.00	499,696.22	22,500.00
FEDERAL HOME LOAN BANK	3130AQJ35	8/7/2023	2/28/2025	2.000%	5.050%	500,000.00	500,000.00	494,779.42	10,000.00
FREDDIE MAC (FLMIC)	3134GWWMM	10/13/2020	3/28/2025	0.450%	0.381%	500,000.00	500,000.00	490,795.07	2,250.00
FREDDIE MAC (FLMIC)	3134GWME1	10/13/2020	6/30/2025	0.500%	0.396%	500,000.00	500,000.00	486,189.89	2,500.00
FEDERAL FARM CREDIT BANK	3133EMBJ0	9/29/2020	9/29/2025	0.530%	0.530%	1,000,000.00	1,000,000.00	968,809.83	5,300.00
FANNIE MAE	3135G06G3	8/7/2023	11/7/2025	0.500%	4.720%	500,000.00	500,000.00	481,146.69	2,500.00
INTL FINANCE CORP (IFC)	45950VSG2	8/8/2023	1/7/2026	4.550%	4.690%	500,000.00	500,000.00	502,088.24	22,750.00
FREDDIE MAC (FLBL)	3130AKZ25	2/26/2021	2/26/2026	0.650%	0.750%	500,000.00	500,000.00	477,909.46	3,250.00
FEDERAL HOME LOAN BANK	3130AXB31	4/3/2024	3/13/2028	4.875%	4.677%	500,000.00	500,000.00	507,951.75	24,375.00
FEDERAL HOME LOAN BANK	3130APJ04	10/29/2021	4/29/2026	1.100%	1.100%	500,000.00	500,000.00	478,665.96	5,500.00
INTER-AMERICAN DEVEL BANK (IADB)	4581XDEK0	7/6/2023	5/15/2028	4.500%	4.840%	500,000.00	500,000.00	505,113.90	22,500.00
FEDERAL HOME LOAN BANK	3130AJLH0	10/18/2021	5/19/2026	0.920%	0.985%	500,000.00	500,000.00	476,434.46	4,600.00
FEDERAL HOME LOAN BANK	3130ANSV3	9/16/2021	6/16/2026	0.800%	0.730%	500,000.00	500,000.00	476,151.16	4,000.00
FEDERAL FARM CREDIT BANK	3133EMJ77	9/1/2021	9/1/2026	0.870%	0.810%	500,000.00	500,000.00	472,839.62	4,350.00
FEDERAL HOME LOAN BANK	3130AP4N2	10/18/2021	9/30/2026	0.950%	1.050%	500,000.00	500,000.00	472,577.74	4,750.00
FEDERAL HOME LOAN BANK	3130APCD5	10/21/2021	10/21/2026	1.000%	1.000%	500,000.00	500,000.00	473,423.50	5,000.00
FEDERAL HOME LOAN BANK	3130APH75	10/26/2021	10/26/2026	1.200%	1.210%	500,000.00	500,000.00	474,384.87	6,000.00
FEDERAL HOME LOAN BANK	3130APXM2	12/15/2021	12/15/2026	1.500%	1.500%	500,000.00	500,000.00	475,804.08	7,500.00
FEDERAL HOME LOAN BANK	3130AQHE2	12/7/2022	12/7/2027	1.500%	1.500%	500,000.00	500,000.00	479,867.92	7,500.00
FEDERAL HOME LOAN BANK	3130AQH55	1/28/2022	1/28/2027	1.700%	1.700%	500,000.00	500,000.00	477,048.28	8,500.00
FEDERAL HOME LOAN BANK	3130AL5A8	7/13/2022	2/26/2027	0.900%	3.150%	500,000.00	500,000.00	466,141.27	4,500.00
INTER-AMERICAN DEVEL BANK (IADB)	45818WED4	10/7/2022	6/10/2027	2.980%	4.080%	500,000.00	500,000.00	499,662.44	14,000.00
FEDERAL HOME LOAN BANK	3130AT471	9/22/2022	9/22/2027	4.000%	4.000%	500,000.00	500,000.00	504,929.11	20,000.00
INTER-AMERICAN DEVEL BANK (IADB)	4581XDEH7	2/7/2023	1/13/2028	4.000%	3.690%	500,000.00	500,000.00	505,611.91	20,000.00
INTL BK RECON & DEVELOPMENT (BRD)	45906M3R0	2/7/2023	2/3/2028	3.625%	3.660%	500,000.00	500,000.00	500,766.23	18,125.00
FEDERAL FARM CREDIT BANK	3133EPJ08	5/8/2023	5/9/2028	3.600%	3.504%	500,000.00	500,000.00	499,292.98	18,000.00
INTL BK RECON & DEVELOPMENT (BRD)	45906M4E8	6/26/2023	6/26/2028	4.500%	4.500%	500,000.00	500,000.00	501,777.89	22,500.00
INTL BK RECON & DEVELOPMENT (BRD)	459059K79	8/8/2023	7/12/2028	3.500%	4.269%	500,000.00	500,000.00	497,912.01	17,500.00
INTL FINANCE CORP (IFC)	45950VSM9	12/12/2023	11/27/2028	4.500%	4.284%	500,000.00	500,000.00	517,370.05	22,500.00
INTER-AMERICAN DEVEL BANK (IADB)	45818WVW2	1/16/2024	1/11/2029	4.010%	3.985%	500,000.00	500,000.00	506,695.70	20,050.00
FEDERAL FARM CREDIT BANK	3133P3P89	2/15/2024	2/13/2029	4.125%	4.210%	500,000.00	500,000.00	510,216.11	20,625.00
FEDERAL HOME LOAN BANK	3130AVD03	3/9/2024	3/9/2029	4.500%	4.690%	500,000.00	500,000.00	517,654.40	22,500.00
INTL FINANCE CORP (IFC)	45950VSD0	4/2/2024	3/27/2029	4.375%	4.376%	1,000,000.00	1,000,000.00	1,029,847.21	43,750.00
FEDERAL HOME LOAN BANK	3130BK155	5/30/2024	5/29/2029	4.780%	4.741%	500,000.00	500,000.00	505,396.56	23,900.00
INTER-AMERICAN DEVEL BANK (IADB)	45818WVJ3	9/18/2024	8/15/2029	3.900%	3.444%	1,000,000.00	1,000,000.00	1,009,372.06	39,000.00
FEDERAL HOME LOAN BANK	3130BN2F8	9/18/2024	9/4/2029	4.250%	4.210%	300,000.00	300,000.00	299,873.13	12,750.00
					Subtotal	19,300,000.00	19,300,000.00	19,029,136.22	516,225.00
<b>Municipal Bonds</b>									
SAN JOSE CA TXBL-SER B	798135F20	10/12/2022	9/1/2027	2.600%	4.600%	500,000.00	500,000.00	483,669.70	13,000.00
CALIFORNIA STATE UNIV REVENUE	13077DQF2	2/16/2024	11/1/2027	1.361%	4.380%	500,000.00	500,000.00	463,010.20	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	468,227.50	8,500.00
CALIFORNIA STATE TXBL VAR BID GROUP	13063DM81	4/18/2024	4/1/2029	3.050%	4.768%	1,000,000.00	1,000,000.00	969,698.30	30,500.00
					Subtotal	2,500,000.00	2,500,000.00	2,384,605.70	58,805.00
<b>Money Market Funds - (Cash on Hand)</b>									
Goldman FS Gov 1237****	38142Y716	Various	Demand	N/A	5.000%	\$6,601,354.38	6,601,354.38	6,601,354.38	333,958.02
JPMorgan FedMIFM Inst 836	4812A2785	Various	Demand	N/A	5.000%	2,474,654.27	2,474,654.27	2,474,654.27	125,354.43
Wells Fargo Gov 11751	94975P405	Various	Demand	N/A	5.010%	21,875.00	21,875.00	21,875.00	1,108.09
					Subtotal	\$9,097,883.65	9,097,883.65	9,097,883.65	460,420.54
<b>Certificate of Deposit- Negotiable</b>									
MORGAN STANLEY BANK	61690L734	10/13/2022	10/15/2024	4.300%	4.300%	250,000.00	250,000.00	249,955.66	10,750.00
MORGAN STANLEY PVT BANK	61768EMK6	10/13/2022	10/15/2024	4.300%	4.300%	250,000.00	250,000.00	249,955.66	10,750.00
SECURITY BANK AND TRUST	814010CB8	10/30/2020	2/28/2025	0.250%	0.250%	250,000.00	250,000.00	245,605.41	625.00
FLAGSTAR BANK FSB	33847E3D7	4/29/2020	4/29/2025	1.150%	1.150%	250,000.00	250,000.00	245,365.41	2,875.00
SYNCHRONY BANK	87165HB41	5/1/2020	5/1/2025	1.050%	1.100%	250,000.00	250,000.00	245,158.37	2,625.00
STATE BANK INDIA	85628P296	7/10/2020	7/10/2025	0.950%	0.950%	247,000.00	247,000.00	240,831.54	2,345.50
SALLIE MAE BANK	795450W00	7/29/2020	7/29/2025	0.650%	0.650%	247,000.00	247,000.00	239,949.66	1,605.50
MEDALLION BANK UTAH	58404DH07	7/30/2020	7/30/2025	0.550%	0.550%	247,000.00	247,000.00	239,373.38	1,358.50
BARCLAYS BANK	06740KR22	8/16/2023	8/18/2025	5.000%	5.000%	250,000.00	250,000.00	252,581.13	12,500.00
TOYOTA FINANCIAL SSS BK	89235MKF7	8/21/2020	8/21/2025	0.650%	0.650%	247,000.00	247,000.00	239,576.02	1,605.50
BMW BANK NORTH AMERICA	05580AXF6	9/25/2020	9/25/2025	0.500%	0.500%	250,000.00	250,000.00	241,674.66	1,250.00
FIRST CHOICE BANK	319461DB2	9/30/2020	9/30/2025	0.400%	0.400%	250,000.00	250,000.00	241,195.17	1,000.00
PACIFIC WESTERN BANK	69506Y8A8	9/30/2020	9/30/2025	0.450%	0.450%	250,000.00	250,000.00	241,502.55	1,125.00
HAWAIIAN NATIONAL BANK	42854BAT8	10/9/2020	10/9/2025	0.450%	0.450%	250,000.00	250,000.00	241,233.59	1,125.00
CITI BANK NATIONAL ASSOCIATION	17121D4D8	10/30/2023	10/30/2025	5.350%	5.350%	250,000.00	250,000.00	253,693.92	13,375.00
BANKUNITED NA	685619QR3	3/19/2021	3/19/2026	0.800%	0.800%	250,000.00	250,000.00	239,018.48	2,000.00
UBS BANK USA	90348JN48	6/23/2021	6/23/2026	0.750%	0.750%	247,000.00	247,000.00	234,238.12	1,852.50
NEW YORK COMMUNITY BANK	64844YU20	6/30/2021	7/1/2026	0.700%	0.700%	247,000.00	247,000.00	233,957.07	1,729.00
GOLDMAN SACHS BANK USA	38149BMX7	7/29/2021	7/29/2026	0.850%	0.850%	250,000.00	250,000.00	239,920.40	2,125.00
MERIDIAN BANK	58958PJ09	7/28/2021	7/28/2026	0.700%	0.700%	250,000.00	250,000.00	236,223.81	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	236,186.92	1,500.00
SAUK VALLEY BANK & TRUST	804375DV2	7/30/2021	7/30/2026	0.650%	0.650%	250,000.00	250,000.00	235,965.95	1,625.00
AMERICAN NATL BANK MN CD	02789DEW5	11/10/2023	11/10/2026	5.050%	5.050%	250,000.00	250,000.00	256,329.54	12,625.00
CAPITAL ONE	14042RQ59	11/24/2021	11/24/2026	1.150%	1.150%	250,000.00	250,000.00	236,394.14	2,875.00
CAPITAL ONE BANK USA	14042TEB9	11/24/2021	11/24/2026	1.150%	1.150%	250,000.00	250,000.00	236,394.14	2,875.00
BANK HAPOLIM	06251A3M0	1/7/2022	1/7/2027	1.500%	1.500%	250,000.00	250,000.00	237,534.80	3,750.00
NELNET BANK INC	64034KAJ0	2/22/2022	2/22/2027	1.450%	1.450%	250,000.00	250,000.00	236,881.66	3,625.00
CFBANK	15721UEV5	2/22/2022	2/17/2027	1.400%	1.400%	250,000.00	250,000.00	236,364.12	3,500.00
AMERICAN EXPR NATL BK	02589AC42	4/8/2022	4/8/2027	2.650%	2.650%	250,000.00	250,000.00	243,105.28	6,625.00
JP MORGAN CHASE BANK	48128WVQ4	4/19/2022	4/19/2027	2.500%	2.500%	250,000.00	250,000.00	242,189.10	6,250.00



CITY OF SIGNAL HILL  
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

10/22/2024

**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 OCTOBER 22, 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 October 22, 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 10/22/24**

Payment Type	Payment Date	Payment Numbers	Total
Regular Check	10/22/2024	119105 THRU 119170	\$ 187,366.97
EFT*	10/23/2024	104008 THRU 104042	\$ 833,025.87
Payroll Vendor Payments	9/30-10/10/2024	VARIOUS	\$ 403,075.56
Payroll**	9/30-10/10/2024	VARIOUS	\$ 361,270.32
Manual DFT*	9/24-10/10/2024	VARIOUS	\$ 80,052.83
Manual DFT*	10/15/2024	DFT0012987	\$ 39,049.85
Manual CK	10/3/2024	119103-119104	\$ 25,996.55
<b>Total</b>			<b>\$ 1,929,837.95</b>

\* 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 10/22/2024 - 10/22/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 0007 - ABC PRESS</b>							
119105	10/22/2024	240418	09/11/2024	PRINTING SVCS: STATE OF THE CITY	100-82-5470	Historical Preservation	1,203.10
<b>Vendor 0007 - ABC PRESS Total:</b>							<b>1,203.10</b>
<b>Vendor: 9360 - ADAMS S MARK</b>							
119106	10/22/2024	2821	09/26/2024	VINYL GRAPHICS	601-40-5542	Vehicle Body Work Services	154.35
119106	10/22/2024	2826	10/02/2024	DECAL INSTALL: SOTC 100 YEAR SEAL	100-82-5470	Historical Preservation	174.30
<b>Vendor 9360 - ADAMS S MARK Total:</b>							<b>328.65</b>
<b>Vendor: 1055 - AMERICAN LEGAL PUBLISH CORP</b>							
119107	10/22/2024	36447	09/09/2024	MUNICIPAL CODE UPDATES - INTERNET RENEWAL	100-43-5400	Contract Services - General	500.00
<b>Vendor 1055 - AMERICAN LEGAL PUBLISH CORP Total:</b>							<b>500.00</b>
<b>Vendor: 9568 - AMERICAN UNIVERSITY HEALTH SCIENCE (MARY FAYE REYES)</b>							
119108	10/22/2024	8162024	08/16/2024	DEPOSIT REFUND PERMIT 2590	100-23550	Deposits-Community Services	288.00
<b>Vendor 9568 - AMERICAN UNIVERSITY HEALTH SCIENCE (MARY FAYE REYES) Total:</b>							<b>288.00</b>
<b>Vendor: 9569 - ANTAWNETTE BLADE</b>							
119109	10/22/2024	6132024	06/13/2024	DEPOSIT REFUND PERMIT 2555	100-23550	Deposits-Community Services	250.00
<b>Vendor 9569 - ANTAWNETTE BLADE Total:</b>							<b>250.00</b>
<b>Vendor: 5580 - AYDA GHEBREZGHI</b>							
119110	10/22/2024	09192024	09/19/2024	CIVIL SVC COMMISSIONER ROSTER: 1ST QTR	100-46-5150	Commission Meetings	225.00
<b>Vendor 5580 - AYDA GHEBREZGHI Total:</b>							<b>225.00</b>
<b>Vendor: 9570 - BEAU BALEK</b>							
119111	10/22/2024	8082024	08/08/2024	DEPOSIT REFUND PERMIT 2588	100-23550	Deposits-Community Services	60.00
<b>Vendor 9570 - BEAU BALEK Total:</b>							<b>60.00</b>
<b>Vendor: 9574 - BENJAMIN HERAZ</b>							
119112	10/22/2024	7302024	07/30/2024	DEPOSIT REFUND PERMIT 2582	100-23550	Deposits-Community Services	288.00
<b>Vendor 9574 - BENJAMIN HERAZ Total:</b>							<b>288.00</b>

Warrant Register							Payment Dates: 10/22/2024 - 10/22/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount	
<b>Vendor: 5784 - BIBLIOTHECA LLC</b>								
119113	10/22/2024	INV-US77413	09/12/2024	RFID GATES SECURITY STATIONS	100-81-5570	Software Licensing & Support	6,581.94	
							<b>Vendor 5784 - BIBLIOTHECA LLC Total:</b>	<b>6,581.94</b>
<b>Vendor: 0057 - BLUE DIAMOND MATERIALS</b>								
119114	10/22/2024	3838084	09/21/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	390.06	
							<b>Vendor 0057 - BLUE DIAMOND MATERIALS Total:</b>	<b>390.06</b>
<b>Vendor: 9450 - BOOT BARN HOLDINGS</b>								
119115	10/22/2024	INV00405959	09/25/2024	BOOTS	500-40-5730	Uniforms	155.15	
							<b>Vendor 9450 - BOOT BARN HOLDINGS Total:</b>	<b>155.15</b>
<b>Vendor: 0471 - CALIF DEPT JUSTICE</b>								
119116	10/22/2024	760057	09/06/2024	FINGERPRINT APPS: AUG 2024	100-46-5400	Contract Services - General	128.00	
							<b>Vendor 0471 - CALIF DEPT JUSTICE Total:</b>	<b>128.00</b>
<b>Vendor: 8635 - CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION</b>								
119117	10/22/2024	CSH-308	10/03/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	1,260.00	
119117	10/22/2024	CSH-308	10/03/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	252.00	
119117	10/22/2024	CSH-308	10/03/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-252.00	
119117	10/22/2024	CSH-602	10/03/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	19,014.25	
119117	10/22/2024	CSH-602	10/03/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	3,802.85	
119117	10/22/2024	CSH-602	10/03/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-3,802.85	
							<b>Vendor 8635 - CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION Total:</b>	<b>20,274.25</b>
<b>Vendor: 9572 - CHANNARIATH SREY</b>								
119118	10/22/2024	9092024	09/09/2024	DEPOSIT REFUND PERMIT 2596	100-23550	Deposits-Community Services	115.00	
							<b>Vendor 9572 - CHANNARIATH SREY Total:</b>	<b>115.00</b>
<b>Vendor: 9567 - CHRISTINE ZIMMERMAN</b>								
119119	10/22/2024	9092024	09/09/2024	SENIOR EXCURSION CANCELLED TANAKA	100-34-4804	Community Services: Excursi...	31.00	
							<b>Vendor 9567 - CHRISTINE ZIMMERMAN Total:</b>	<b>31.00</b>

Warrant Register							Payment Dates: 10/22/2024 - 10/22/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 5431 - CINTAS CORPORATION</b>							
119120	10/22/2024	4198932258	07/16/2024	UNIFORMS	100-92-5730	Uniforms	48.53
119120	10/22/2024	4198932258	07/16/2024	UNIFORMS	100-94-5730	Uniforms	14.18
119120	10/22/2024	4198932258	07/16/2024	UNIFORMS	100-95-5730	Uniforms	50.89
119120	10/22/2024	4198932258	07/16/2024	UNIFORMS	500-40-5730	Uniforms	44.67
119120	10/22/2024	4198932258	07/16/2024	UNIFORMS	601-40-5730	Uniforms	10.69
119120	10/22/2024	4205395010	09/17/2024	UNIFORMS	100-92-5730	Uniforms	47.96
119120	10/22/2024	4205395010	09/17/2024	UNIFORMS	100-94-5730	Uniforms	13.63
119120	10/22/2024	4205395010	09/17/2024	UNIFORMS	100-95-5730	Uniforms	50.89
119120	10/22/2024	4205395010	09/17/2024	UNIFORMS	500-40-5730	Uniforms	51.06
119120	10/22/2024	4205395010	09/17/2024	UNIFORMS	601-40-5730	Uniforms	10.69
119120	10/22/2024	4206121502	09/24/2024	UNIFORMS	100-92-5730	Uniforms	47.04
119120	10/22/2024	4206121502	09/24/2024	UNIFORMS	100-94-5730	Uniforms	13.63
119120	10/22/2024	4206121502	09/24/2024	UNIFORMS	100-95-5730	Uniforms	52.77
119120	10/22/2024	4206121502	09/24/2024	UNIFORMS	500-40-5730	Uniforms	38.61
119120	10/22/2024	4206121502	09/24/2024	UNIFORMS	601-40-5730	Uniforms	10.69
<b>Vendor 5431 - CINTAS CORPORATION Total:</b>							<b>505.93</b>
<b>Vendor: 7313 - CITY OF SIGNAL HILL</b>							
119121	10/22/2024	10022024	10/02/2024	PETTY CASH: HALLOWEEN CARNIVAL	100-10400	Petty Cash	500.00
<b>Vendor 7313 - CITY OF SIGNAL HILL Total:</b>							<b>500.00</b>
<b>Vendor: 7023 - COUNTY SANITATION DISTRICT NO 2 OF LOS ANGELES COUNTY</b>							
119122	10/22/2024	09182024	09/18/2024	WASTEWATER TREATMENT SURCHARGE: QTR 1	500-40-5400	Contract Services - General	3,240.00
119122	10/22/2024	73952	10/07/2024	WASTEWATER TREATMENT SURCHARGE: FY 23-24	500-40-5400	Contract Services - General	369.50
<b>Vendor 7023 - COUNTY SANITATION DISTRICT NO 2 OF LOS ANGELES COUNTY Total:</b>							<b>3,609.50</b>
<b>Vendor: 1688 - D &amp; H WATER SYSTEMS INC</b>							
119123	10/22/2024	I2024-1271	09/24/2024	TEMPLE RESERVOIR	500-40-5560	Repair & Maintenance Servic...	1,320.00
119123	10/22/2024	I2024-1272	09/24/2024	TEMPLE RESERVOIR	500-40-5560	Repair & Maintenance Servic...	2,681.40
<b>Vendor 1688 - D &amp; H WATER SYSTEMS INC Total:</b>							<b>4,001.40</b>
<b>Vendor: 9352 - DAWSON PRODUCTIONS, LLC</b>							
119124	10/22/2024	0090	07/26/2024	SOTC BUSINESS PROFILE SPOTLIGHT	100-44-5400	Contract Services - General	727.34
119124	10/22/2024	0090	07/26/2024	SOTC BUSINESS PROFILE SPOTLIGHT	100-47-5400	Contract Services - General	222.66
119124	10/22/2024	0107	09/23/2024	SOTC FILMING PRODUCTION	100-44-5400	Contract Services - General	1,531.25
119124	10/22/2024	0107	09/23/2024	SOTC FILMING PRODUCTION	100-47-5400	Contract Services - General	468.75
<b>Vendor 9352 - DAWSON PRODUCTIONS, LLC Total:</b>							<b>2,950.00</b>
<b>Vendor: 6333 - DOODLEBUGS ANIMAL ADVENTURES</b>							
119125	10/22/2024	082824RW102524	10/25/2024	LIBRARY: STORY TIME	100-81-5723	Event/Program Costs	300.00
<b>Vendor 6333 - DOODLEBUGS ANIMAL ADVENTURES Total:</b>							<b>300.00</b>



<b>Warrant Register</b>							<b>Payment Dates: 10/22/2024 - 10/22/2024</b>	
<b>Payment Number</b>	<b>Payment Date</b>	<b>Payable Number</b>	<b>Payable Date</b>	<b>Description (Payable)</b>	<b>Account Number</b>	<b>Account Name</b>	<b>Amount</b>	
<b>Vendor: 1121 - EWING IRRIGATION PRODUCTS INC.</b>								
119126	10/22/2024	23483061	09/23/2024	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	56.56	
							<b>Vendor 1121 - EWING IRRIGATION PRODUCTS INC. Total:</b>	<b>56.56</b>
<b>Vendor: 1651 - FLEMING ENVIRONMENTAL INC</b>								
119127	10/22/2024	21777	09/16/2024	AST 5 YEAR INTEGRITY TEST	601-40-5400	Contract Services - General	1,500.00	
							<b>Vendor 1651 - FLEMING ENVIRONMENTAL INC Total:</b>	<b>1,500.00</b>
<b>Vendor: 9299 - GRACE ENVIROMENT SERVICES, INC</b>								
119128	10/22/2024	1804	08/30/2024	VALVE EXERCISING ON CALL: AUG 2024	500-40-5400	Contract Services - General	19,426.98	
119128	10/22/2024	1822	09/30/2024	VALVE EXERCISING ON CALL: SEP 2024	500-40-5400	Contract Services - General	21,218.12	
							<b>Vendor 9299 - GRACE ENVIROMENT SERVICES, INC Total:</b>	<b>40,645.10</b>
<b>Vendor: 0189 - HERITAGE PRESS</b>								
119129	10/22/2024	17425	08/01/2024	PRINTING SVCS	100-76-5740	General Supplies	796.01	
							<b>Vendor 0189 - HERITAGE PRESS Total:</b>	<b>796.01</b>
<b>Vendor: 1840 - ICREATE GRAPHIX</b>								
119130	10/22/2024	05_9348-	09/03/2024	100TH: HATS	100-82-5470	Historical Preservation	821.36	
							<b>Vendor 1840 - ICREATE GRAPHIX Total:</b>	<b>821.36</b>
<b>Vendor: 1165 - IWORQ SYSTEMS INC</b>								
119131	10/22/2024	203532	06/03/2024	IWORQS YEARLY SUBSCRIPTION: JUL 2024 - JUN 2025	100-63-5570	Software Licensing & Support	8,400.00	
119131	10/22/2024	203532	06/03/2024	IWORQS YEARLY SUBSCRIPTION: JUL 2024 - JUN 2025	100-91-5595	Comm Inter-Dept Charge	500.00	
119131	10/22/2024	203532	06/03/2024	IWORQS YEARLY SUBSCRIPTION: JUL 2024 - JUN 2025	100-94-5400	Contract Services - General	1,200.00	
119131	10/22/2024	203532	06/03/2024	IWORQS YEARLY SUBSCRIPTION: JUL 2024 - JUN 2025	100-95-5721	Special Dept Supplies-Graffiti	2,400.00	
119131	10/22/2024	203532	06/03/2024	IWORQS YEARLY SUBSCRIPTION: JUL 2024 - JUN 2025	601-40-5570	Software Licensing & Support	1,200.00	
119131	10/22/2024	204332	07/23/2024	IWORQS YEARLY SUBSCRIPTION - JUL 2024 - JUL 2025	100-91-5595	Comm Inter-Dept Charge	3,350.00	
							<b>Vendor 1165 - IWORQ SYSTEMS INC Total:</b>	<b>17,050.00</b>
<b>Vendor: 9575 - JAMES PREMRO</b>								
119132	10/22/2024	9092024	09/09/2024	DEPOSIT REFUND PERMIT 2597	100-23550	Deposits-Community Services	60.00	
							<b>Vendor 9575 - JAMES PREMRO Total:</b>	<b>60.00</b>

Warrant Register							Payment Dates: 10/22/2024 - 10/22/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9182 - Jamie Eason</b>							
119133	10/22/2024	1004	08/20/2024	FACE PAINTER: DIA DE LOS MUERTOS	100-81-5723	Event/Program Costs	250.00
<b>Vendor 9182 - Jamie Eason Total:</b>							<b>250.00</b>
<b>Vendor: 9564 - JAYRON D NIETO COLOMA</b>							
119134	10/22/2024	000004	10/01/2024	LIBRARY: BACHATA CLASS	100-81-5723	Event/Program Costs	150.00
<b>Vendor 9564 - JAYRON D NIETO COLOMA Total:</b>							<b>150.00</b>
<b>Vendor: 9571 - KATHLEEN L. HARRIS</b>							
119135	10/22/2024	8272024	08/27/2024	DEPOSIT REFUND PERMIT 2593	100-23550	Deposits-Community Services	60.00
<b>Vendor 9571 - KATHLEEN L. HARRIS Total:</b>							<b>60.00</b>
<b>Vendor: 9429 - KIRAN GIDWANI</b>							
119136	10/22/2024	10042024	10/04/2024	PARKS & REC COMMISSIONER: 1ST QTR	100-82-5150	Commission Meeting Attend...	150.00
<b>Vendor 9429 - KIRAN GIDWANI Total:</b>							<b>150.00</b>
<b>Vendor: 8790 - L.N. CURTIS AND SONS</b>							
119137	10/22/2024	INV862878	09/05/2024	UNIFORMS	100-72-5730	Uniforms	164.20
119137	10/22/2024	INV863014	09/06/2024	UNIFORMS	100-72-5730	Uniforms	54.15
119137	10/22/2024	INV867709	09/20/2024	UNIFORMS	100-73-5730	Uniforms	241.33
119137	10/22/2024	INV867783	09/20/2024	UNIFORMS	100-73-5730	Uniforms	160.89
119137	10/22/2024	INV868528	09/23/2024	UNIFORMS	100-76-5730	Uniforms	185.60
<b>Vendor 8790 - L.N. CURTIS AND SONS Total:</b>							<b>806.17</b>
<b>Vendor: 9466 - LBG EXPRESS CAR WASH, LLC</b>							
119138	10/22/2024	763	09/30/2024	CITYWIDE CAR WASH: SEP 2024	601-40-5540	Vehicle Maintenance	76.00
<b>Vendor 9466 - LBG EXPRESS CAR WASH, LLC Total:</b>							<b>76.00</b>
<b>Vendor: 9573 - LEANN MEEHAN</b>							
119139	10/22/2024	9052024	09/05/2024	DEPOSIT REFUND PERMIT 2594	100-23550	Deposits-Community Services	60.00
<b>Vendor 9573 - LEANN MEEHAN Total:</b>							<b>60.00</b>
<b>Vendor: 9566 - LINDA RAATZ</b>							
119140	10/22/2024	9172024	09/17/2024	SENIOR EXCURSION CANCELLED GETTY	100-34-4804	Community Services: Excursi...	8.00
<b>Vendor 9566 - LINDA RAATZ Total:</b>							<b>8.00</b>
<b>Vendor: 0496 - LINDE GAS &amp; EQUIPMENT INC</b>							
119141	10/22/2024	45314347	09/22/2024	WATER DEPT RENTAL: 08/20 - 09/20/24	500-40-5552	Rental/Lease of Equipment	159.55
<b>Vendor 0496 - LINDE GAS &amp; EQUIPMENT INC Total:</b>							<b>159.55</b>
<b>Vendor: 3583 - LONG BEACH POLICE DEPARTMENT</b>							
119142	10/22/2024	SHPD-2411	09/27/2024	BOOKING COSTS: AUG 2024	100-72-5400	Contract Services - General	1,050.00
<b>Vendor 3583 - LONG BEACH POLICE DEPARTMENT Total:</b>							<b>1,050.00</b>

Warrant Register							Payment Dates: 10/22/2024 - 10/22/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9565 - MARGARITA BELTRAN</b>							
119143	10/22/2024	10022024	10/02/2024	REIMBURSEMENT FOR CIP LUNCH MEETING	100-91-5330	Meetings	70.23
<b>Vendor 9565 - MARGARITA BELTRAN Total:</b>							<b>70.23</b>
<b>Vendor: 1357 - MOORE IACOFANO GOLTSMAN</b>							
119144	10/22/2024	0088083	09/26/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	17,587.50
119144	10/22/2024	0088083	09/26/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	3,517.50
119144	10/22/2024	0088083	09/26/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-3,517.50
<b>Vendor 1357 - MOORE IACOFANO GOLTSMAN Total:</b>							<b>17,587.50</b>
<b>Vendor: 4862 - NAPA AUTO PARTS</b>							
119145	10/22/2024	525528	09/20/2024	VEHICLE SUPPLIES	601-40-5721	Vehicle Supplies	46.07
119145	10/22/2024	525606	09/20/2024	VEHICLE SUPPLIES	601-40-5721	Vehicle Supplies	30.10
<b>Vendor 4862 - NAPA AUTO PARTS Total:</b>							<b>76.17</b>
<b>Vendor: 9559 - NICHOLLS CONSULTING INC</b>							
119146	10/22/2024	SH2024-1	06/30/2024	SVCS FOR SB1383	100-92-5400	Contract Services - General	525.00
<b>Vendor 9559 - NICHOLLS CONSULTING INC Total:</b>							<b>525.00</b>
<b>Vendor: 1407 - OFFICE OF ENVIRONMENTAL HEALTH</b>							
119147	10/22/2024	24OEH007	09/19/2024	HEALTH HAZARD ASSESSMENT	100-23530	Deposits-Community Develo...	1,737.50
119147	10/22/2024	24OEH007	09/19/2024	HEALTH HAZARD ASSESSMENT	100-23530	Deposits-Community Develo...	347.50
119147	10/22/2024	24OEH007	09/19/2024	HEALTH HAZARD ASSESSMENT	100-34-4600	Administrative Fee (CD)	-347.50
<b>Vendor 1407 - OFFICE OF ENVIRONMENTAL HEALTH Total:</b>							<b>1,737.50</b>
<b>Vendor: 8662 - PAM DUTCH HUGHES</b>							
119148	10/22/2024	10042024	10/04/2024	PARKS & REC COMMISSIONER: 1ST QTR	100-82-5150	Commission Meeting Attend...	225.00
<b>Vendor 8662 - PAM DUTCH HUGHES Total:</b>							<b>225.00</b>
<b>Vendor: 8819 - PARKWOOD LANDSCAPE MAINTENANCE, INC.</b>							
119149	10/22/2024	107800	07/31/2024	LLMD LANDSCAPE MAINT: JUL 2024	260-40-5530	Lawn Care Services	2,396.30
119149	10/22/2024	108024	08/31/2024	LLMD LANDSCAPE MAINT: AUG 2024	260-40-5530	Lawn Care Services	2,396.30
119149	10/22/2024	108153	09/30/2024	LLMD LANDSCAPE MAINT: SEP 2024	260-40-5530	Lawn Care Services	2,396.30
<b>Vendor 8819 - PARKWOOD LANDSCAPE MAINTENANCE, INC. Total:</b>							<b>7,188.90</b>

Warrant Register							Payment Dates: 10/22/2024 - 10/22/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 1824 - PAUL PATTERSON</b>							
119150	10/22/2024	09192024	09/19/2024	CIVIL SVC COMMISSIONER ROSTER: 1ST QTR	100-46-5150	Commission Meetings	225.00
<b>Vendor 1824 - PAUL PATTERSON Total:</b>							<b>225.00</b>
<b>Vendor: 0258 - PCI</b>							
119151	10/22/2024	12058C-RET	09/26/2024	STREET STRIPING PROJECT - RETENTION	100-21150	Retention Payable	1,429.30
<b>Vendor 0258 - PCI Total:</b>							<b>1,429.30</b>
<b>Vendor: 5408 - PPG ARCHITECTURAL FINISHES INC.</b>							
119152	10/22/2024	806820000631	09/27/2024	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	466.80
<b>Vendor 5408 - PPG ARCHITECTURAL FINISHES INC. Total:</b>							<b>466.80</b>
<b>Vendor: 1575 - RONALD GRIGGS</b>							
119153	10/22/2024	09192024	09/19/2024	CIVIL SVC COMMISSIONER ROSTER: 1ST QTR	100-46-5150	Commission Meetings	225.00
<b>Vendor 1575 - RONALD GRIGGS Total:</b>							<b>225.00</b>
<b>Vendor: 3019 - RPW SERVICES</b>							
119154	10/22/2024	41382	09/24/2024	RODENT CONTROL: 1925 E 21ST ST - SEP 2024	100-94-5400	Contract Services - General	230.00
<b>Vendor 3019 - RPW SERVICES Total:</b>							<b>230.00</b>
<b>Vendor: 9580 - SALVADOR VASQUEZ</b>							
119155	10/22/2024	6201-R	10/03/2024	PROJECT CLOSE OUT AND REFUND	100-23530	Deposits-Community Develo...	758.00
<b>Vendor 9580 - SALVADOR VASQUEZ Total:</b>							<b>758.00</b>
<b>Vendor: 5677 - SHOETERIA</b>							
119156	10/22/2024	0071498-IN	08/12/2024	BOOTS	100-95-5730	Uniforms	280.48
119156	10/22/2024	0071878-IN	08/16/2024	BOOTS	100-94-5730	Uniforms	201.00
119156	10/22/2024	0072654-IN	08/30/2024	BOOTS	500-40-5730	Uniforms	255.11
<b>Vendor 5677 - SHOETERIA Total:</b>							<b>736.59</b>
<b>Vendor: 5557 - SIERRA ANALYTICAL LABS INC</b>							
119157	10/22/2024	4120005-	09/20/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	540.00
119157	10/22/2024	4124061-	09/24/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	415.00
<b>Vendor 5557 - SIERRA ANALYTICAL LABS INC Total:</b>							<b>955.00</b>
<b>Vendor: 8578 - SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP</b>							
119158	10/22/2024	1001218951	09/12/2024	OCCUPATIONAL HEALTH & SAFETY SVCS	100-46-5425	Medical Services	952.00
<b>Vendor 8578 - SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP Total:</b>							<b>952.00</b>
<b>Vendor: 0469 - ST MARY MEDICAL CENTER</b>							
119159	10/22/2024	870692255	06/28/2024	INMATE MEDICAL SVCS	100-75-5400	Contract Services - General	2,483.00
<b>Vendor 0469 - ST MARY MEDICAL CENTER Total:</b>							<b>2,483.00</b>
<b>Vendor: 3130 - STEAMX LLC</b>							
119160	10/22/2024	70069	09/24/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	61.70

Warrant Register							Payment Dates: 10/22/2024 - 10/22/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
119160	10/22/2024	70095	09/25/2024	PUBLIC WORKS SUPPLIES	601-40-5721	Vehicle Supplies	575.97
<b>Vendor 3130 - STEAMX LLC Total:</b>							<b>637.67</b>
<b>Vendor: 6207 - STEPHANIE'S LINENS AND MORE, LLC</b>							
119161	10/22/2024	229937311	09/25/2024	CATERING SVCS: SPECIAL EVENTS	100-82-5723	Event/Program Costs	1,626.50
<b>Vendor 6207 - STEPHANIE'S LINENS AND MORE, LLC Total:</b>							<b>1,626.50</b>
<b>Vendor: 0554 - SUSAN SAXE-CLIFFORD PH.D</b>							
119162	10/22/2024	24-0905-9	09/05/2024	PSYCH EVAL: CCW APPLICANT	100-74-5400	Contract Services - General	450.00
119162	10/22/2024	24-0916-3	09/16/2024	PSYCH EVAL: OFFICER APPLICANT	100-74-5400	Contract Services - General	450.00
119162	10/22/2024	24-0926-11	09/26/2024	PSYCH EVAL: DISPATCHER APPLICANT	100-74-5400	Contract Services - General	450.00
<b>Vendor 0554 - SUSAN SAXE-CLIFFORD PH.D Total:</b>							<b>1,350.00</b>
<b>Vendor: 5684 - TALENTZOK</b>							
119163	10/22/2024	178666	08/27/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	519.36
119163	10/22/2024	178666	08/27/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	519.36
119163	10/22/2024	178666	08/27/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	519.36
119163	10/22/2024	178730	09/03/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	279.97
119163	10/22/2024	178730	09/03/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	279.97
119163	10/22/2024	178730	09/03/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	279.96
119163	10/22/2024	178791	09/10/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	348.95
119163	10/22/2024	178791	09/10/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	348.95
119163	10/22/2024	178791	09/10/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	348.94
119163	10/22/2024	178870	09/17/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	616.74
119163	10/22/2024	178870	09/17/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	616.74
119163	10/22/2024	178870	09/17/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	616.74
119163	10/22/2024	178948	09/24/2024	ON-CALL STAFFING	100-44-5110	Salaries & Wages - Full-time	395.61
119163	10/22/2024	178948	09/24/2024	ON-CALL STAFFING	100-62-5400	Contract Services - General	131.87
119163	10/22/2024	178948	09/24/2024	ON-CALL STAFFING	100-63-5400	Contract Services - General	131.87
119163	10/22/2024	178948	09/24/2024	ON-CALL STAFFING	100-64-5400	Contract Services - General	131.86
<b>Vendor 5684 - TALENTZOK Total:</b>							<b>6,086.25</b>
<b>Vendor: 9225 - THE ROCK CLUB MUSIC IS THE REMEDY</b>							
119164	10/22/2024	SHCC09302024	10/01/2024	EVENT PLANNING SVCS: SEP 2024	100-82-5400	Contract Services - General	350.00
<b>Vendor 9225 - THE ROCK CLUB MUSIC IS THE REMEDY Total:</b>							<b>350.00</b>
<b>Vendor: 5591 - THORNE, PHYLLIS</b>							
119165	10/22/2024	09232024	09/23/2024	EMPLOYEE REIMBURSEMENT	100-62-5740	General Supplies	129.53
<b>Vendor 5591 - THORNE, PHYLLIS Total:</b>							<b>129.53</b>
<b>Vendor: 9558 - TLC CREATIVE SPECIAL EFFECTS</b>							
119166	10/22/2024	229858896	10/07/2024	100TH: HALLOWEEN CARNIVAL	100-82-5470	Historical Preservation	23,000.00
<b>Vendor 9558 - TLC CREATIVE SPECIAL EFFECTS Total:</b>							<b>23,000.00</b>

<b>Warrant Register</b>							<b>Payment Dates: 10/22/2024 - 10/22/2024</b>	
<b>Payment Number</b>	<b>Payment Date</b>	<b>Payable Number</b>	<b>Payable Date</b>	<b>Description (Payable)</b>	<b>Account Number</b>	<b>Account Name</b>	<b>Amount</b>	
<b>Vendor: 1723 - TRAFFIC MANAGEMENT INC</b>								
119167	10/22/2024	06-110259	09/12/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	1,408.65	
119167	10/22/2024	06-110297	09/12/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	852.35	
119167	10/22/2024	06-110399	09/18/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	1,102.50	
119167	10/22/2024	06-110608	09/27/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	2,149.89	
							<b>Vendor 1723 - TRAFFIC MANAGEMENT INC Total:</b>	<b>5,513.39</b>
<b>Vendor: 9581 - WESTWIND CONSULTING</b>								
119168	10/22/2024	6053-R	09/06/2024	PROJECT CLOSE OUT AND REFUND	100-23530	Deposits-Community Develo...	3,506.00	
							<b>Vendor 9581 - WESTWIND CONSULTING Total:</b>	<b>3,506.00</b>
<b>Vendor: 9546 - WOW PARTY RENTAL INC</b>								
119169	10/22/2024	334990	09/23/2024	HALLOWEEN CARNIVAL	100-82-5723	Event/Program Costs	2,794.00	
							<b>Vendor 9546 - WOW PARTY RENTAL INC Total:</b>	<b>2,794.00</b>
<b>Vendor: 9472 - Z3</b>								
119170	10/22/2024	INV-8390	09/24/2024	SAFETY SUPPLIES	100-72-5721	Special Department Supplies	118.91	
							<b>Vendor 9472 - Z3 Total:</b>	<b>118.91</b>
							<b>Grand Total:</b>	<b>187,366.97</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	126,648.36
260 - Lighting and Landscape	7,188.90
500 - Water Operations Fund	49,915.15
601 - Vehicle and Equipment	3,614.56
<b>Grand Total:</b>	<b>187,366.97</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-10400	Petty Cash	500.00
100-21150	Retention Payable	1,429.30
100-23530	Deposits-Community De...	51,783.10
100-23550	Deposits-Community Ser...	1,181.00
100-34-4600	Administrative Fee (CD)	-7,919.85
100-34-4804	Community Services: Ex...	39.00
100-43-5400	Contract Services - Gene...	500.00
100-44-5110	Salaries & Wages - Full-t...	395.61
100-44-5400	Contract Services - Gene...	2,258.59
100-46-5150	Commission Meetings	675.00
100-46-5400	Contract Services - Gene...	128.00
100-46-5425	Medical Services	952.00
100-47-5400	Contract Services - Gene...	691.41
100-62-5400	Contract Services - Gene...	1,896.89
100-62-5740	General Supplies	129.53
100-63-5400	Contract Services - Gene...	1,896.89
100-63-5570	Software Licensing & Su...	8,400.00
100-64-5400	Contract Services - Gene...	1,896.86
100-72-5400	Contract Services - Gene...	1,050.00
100-72-5721	Special Department Supp..	118.91
100-72-5730	Uniforms	218.35
100-73-5730	Uniforms	402.22
100-74-5400	Contract Services - Gene...	1,350.00
100-75-5400	Contract Services - Gene...	2,483.00
100-76-5730	Uniforms	185.60
100-76-5740	General Supplies	796.01
100-81-5570	Software Licensing & Su...	6,581.94
100-81-5723	Event/Program Costs	700.00
100-82-5150	Commission Meeting At...	375.00
100-82-5400	Contract Services - Gene...	350.00
100-82-5470	Historical Preservation	25,198.76
100-82-5723	Event/Program Costs	4,420.50

**Account Summary**

Account Number	Account Name	Payment Amount
100-91-5330	Meetings	70.23
100-91-5595	Comm Inter-Dept Charge	3,850.00
100-92-5400	Contract Services - Gene...	525.00
100-92-5730	Uniforms	143.53
100-94-5400	Contract Services - Gene...	1,430.00
100-94-5730	Uniforms	242.44
100-95-5721	Special Dept Supplies-Gr...	2,923.36
100-95-5730	Uniforms	435.03
100-95-5740	General Supplies	5,965.15
260-40-5530	Lawn Care Services	7,188.90
500-40-5400	Contract Services - Gene...	45,209.60
500-40-5552	Rental/Lease of Equipm...	159.55
500-40-5560	Repair & Maintenance S...	4,001.40
500-40-5730	Uniforms	544.60
601-40-5400	Contract Services - Gene...	1,500.00
601-40-5540	Vehicle Maintenance	76.00
601-40-5542	Vehicle Body Work Servi...	154.35
601-40-5570	Software Licensing & Su...	1,200.00
601-40-5721	Vehicle Supplies	652.14
601-40-5730	Uniforms	32.07
<b>Grand Total:</b>		<b>187,366.97</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	132,789.87
6053	3,506.00
6159	2,085.00
6174	22,617.00
6201	758.00
6205	22,817.10
804	2,794.00
<b>Grand Total:</b>	<b>187,366.97</b>



## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 10/23/2024 - 10/23/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 1763 - 72 HOUR LLC</b>							
104008	10/23/2024	WF10370	09/20/2024	PD VEHICLE - FORD F150 RESPONDER	601-40-5842	Vehicles & Large Equipment	59,398.07
<b>Vendor 1763 - 72 HOUR LLC Total:</b>							<b>59,398.07</b>
<b>Vendor: 8640 - ARCHITERRA, INC.</b>							
104009	10/23/2024	32637	08/31/2024	ON CALL PROFESSIONAL SVCS: PANORAMA SLOPE	400-40-5895	Park Capital Improvements	12,496.74
<b>Vendor 8640 - ARCHITERRA, INC. Total:</b>							<b>12,496.74</b>
<b>Vendor: 1508 - CALIFA GROUP</b>							
104010	10/23/2024	7697	09/13/2024	LINKEDIN LEARNING: 10/1 - 9/30/25	100-81-5570	Software Licensing & Support	2,100.00
<b>Vendor 1508 - CALIFA GROUP Total:</b>							<b>2,100.00</b>
<b>Vendor: 5101 - CAROLINE KISS-LEE</b>							
104011	10/23/2024	10042024	10/04/2024	PARKS & REC COMMISSIONER: 1ST QTR	100-82-5150	Commission Meeting Attend...	225.00
<b>Vendor 5101 - CAROLINE KISS-LEE Total:</b>							<b>225.00</b>
<b>Vendor: 1560 - CARUSO FORD</b>							
104012	10/23/2024	5399200	10/03/2024	VEHICLE REPAIR: UNIT #72419	601-40-5540	Vehicle Maintenance	232.52
<b>Vendor 1560 - CARUSO FORD Total:</b>							<b>232.52</b>
<b>Vendor: 6774 - CINDY DUENAS</b>							
104013	10/23/2024	08232024	08/23/2024	TRAVEL/TRAINING REIMBURSEMENT	100-76-5320	Travel & Training	8.00
<b>Vendor 6774 - CINDY DUENAS Total:</b>							<b>8.00</b>
<b>Vendor: 0336 - CONSERVATION CORP OF LB</b>							
104014	10/23/2024	8490	07/31/2024	CLEAN UP & MAINT: BUS STOPS - JUL 2024	202-40-5400	Contract Services - General	2,012.85
104014	10/23/2024	8491	07/31/2024	CLEAN UP & MAINT: CHERRY/WILLOW - JUL 2024	100-93-5400	Contract Services - General	1,133.54
<b>Vendor 0336 - CONSERVATION CORP OF LB Total:</b>							<b>3,146.39</b>
<b>Vendor: 9128 - DIANA PHILLIPS</b>							
104015	10/23/2024	09192024	09/19/2024	CIVIL SVC COMMISSIONER ROSTER: 1ST QTR	100-46-5150	Commission Meetings	225.00
<b>Vendor 9128 - DIANA PHILLIPS Total:</b>							<b>225.00</b>
<b>Vendor: 0130 - GALLS LLC</b>							
104016	10/23/2024	028977275	09/04/2024	UNIFORMS	100-76-5730	Uniforms	123.11
104016	10/23/2024	028977277	09/04/2024	UNIFORMS	100-76-5730	Uniforms	3.30

Warrant Register							Payment Dates: 10/23/2024 - 10/23/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
104016	10/23/2024	028989069	09/05/2024	UNIFORMS	100-76-5730	Uniforms	11.63
104016	10/23/2024	028992886	09/05/2024	UNIFORMS	100-76-5730	Uniforms	-58.68
104016	10/23/2024	028999975	09/06/2024	UNIFORMS	100-76-5730	Uniforms	224.82
104016	10/23/2024	028999991	09/06/2024	UNIFORMS	100-76-5730	Uniforms	96.21
<b>Vendor 0130 - GALLS LLC Total:</b>							<b>400.39</b>
<b>Vendor: 9060 - GOTO COMMUNICATIONS INC</b>							
104017	10/23/2024	IN7103269407	10/01/2024	MONTHLY PHONE SVCS: OCT 2024	100-51-5511	Telephone/Internet	476.37
<b>Vendor 9060 - GOTO COMMUNICATIONS INC Total:</b>							<b>476.37</b>
<b>Vendor: 5046 - GRAFIX SYSTEMS</b>							
104018	10/23/2024	33036	09/27/2024	VEHICLE PRINTING SVCS: UNIT #72824	601-40-5842	Vehicles & Large Equipment	818.47
<b>Vendor 5046 - GRAFIX SYSTEMS Total:</b>							<b>818.47</b>
<b>Vendor: 1194 - GRAINGER</b>							
104019	10/23/2024	9253954474	09/18/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	556.05
<b>Vendor 1194 - GRAINGER Total:</b>							<b>556.05</b>
<b>Vendor: 8410 - GREEN GIANT LANDSCAPE, INC</b>							
104020	10/23/2024	1197-05	09/25/2024	HILLBROOK PARK RENOVATION	400-21150	Retention Payable	-27,013.75
104020	10/23/2024	1197-05	09/25/2024	HILLBROOK PARK RENOVATION	400-40-5895	Park Capital Improvements	540,275.00
<b>Vendor 8410 - GREEN GIANT LANDSCAPE, INC Total:</b>							<b>513,261.25</b>
<b>Vendor: 8595 - HEALTHEQUITY, INC.</b>							
104021	10/23/2024	INV7014965	09/25/2024	HEALTHCARE BENEFIT PERIOD: SEP 2024	100-51-5273	Health Benefits	160.00
<b>Vendor 8595 - HEALTHEQUITY, INC. Total:</b>							<b>160.00</b>
<b>Vendor: 8863 - ILB ELECTRIC</b>							
104022	10/23/2024	908406.2	10/07/2024	CONSTRUCTION SVCS: E 20TH ST & REDONDO AVE	400-21150	Retention Payable	-4,817.34
104022	10/23/2024	908406.2	10/07/2024	CONSTRUCTION SVCS: E 20TH ST & REDONDO AVE	400-40-5894	Street Capital Improvements	79,881.63
104022	10/23/2024	908406.2	10/07/2024	CONSTRUCTION SVCS: E 20TH ST & REDONDO AVE	400-40-5894	Street Capital Improvements	16,465.26
<b>Vendor 8863 - ILB ELECTRIC Total:</b>							<b>91,529.55</b>
<b>Vendor: 8818 - INFINITY TECHNOLOGIES</b>							
104023	10/23/2024	2983	10/03/2024	CELL PHONE SET UP & DEPLOYMENT - SEP 2024	100-52-5840	Capital Outlay	315.00
104023	10/23/2024	3006	10/04/2024	DATTO OFFICE 365 BACKUP: SEP 2024	100-52-5570	Software Licensing & Support	357.75
104023	10/23/2024	3007	10/04/2024	IT SVCS: SEP 2024	100-52-5440	Technology Technical Services	7,490.00
104023	10/23/2024	3007	10/04/2024	IT SVCS: SEP 2024	100-74-5440	IT Services	7,490.00
<b>Vendor 8818 - INFINITY TECHNOLOGIES Total:</b>							<b>15,652.75</b>

Warrant Register						Payment Dates: 10/23/2024 - 10/23/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 8349 - JULIANNE DOI</b>							
104024	10/23/2024	09192024	09/19/2024	CIVIL SVC COMMISSIONER ROSTER: 1ST QTR	100-46-5150	Commission Meetings	225.00
<b>Vendor 8349 - JULIANNE DOI Total:</b>							<b>225.00</b>
<b>Vendor: 8840 - KASEYA US, LLC</b>							
104025	10/23/2024	2464551455595	10/28/2024	IT UNITREND SVCS: OCT 2024	100-52-5570	Software Licensing & Support	461.89
104025	10/23/2024	2464551455595	10/28/2024	IT UNITREND SVCS: OCT 2024	100-74-5570	Software Licensing & Support	461.89
104025	10/23/2024	2464551455595	10/28/2024	IT UNITREND SVCS: OCT 2024	500-45-5570	Software Licensing & Support	307.92
<b>Vendor 8840 - KASEYA US, LLC Total:</b>							<b>1,231.70</b>
<b>Vendor: 5777 - KIM AGGABAO</b>							
104026	10/23/2024	09092024	09/09/2024	TRAVEL/TRAINING REIMBURSEMENT	100-72-5320	Travel & Training	261.28
<b>Vendor 5777 - KIM AGGABAO Total:</b>							<b>261.28</b>
<b>Vendor: 9281 - LINDA EDWARDS</b>							
104027	10/23/2024	10042024	10/04/2024	PARKS & REC COMMISSIONER: 1ST QTR	100-82-5150	Commission Meeting Attend...	225.00
<b>Vendor 9281 - LINDA EDWARDS Total:</b>							<b>225.00</b>
<b>Vendor: 0498 - MEARN'S CONSULTING LLC</b>							
104028	10/23/2024	24120-2283 GAVIOTA AVE	06/21/2024	ENVIRONMENTAL CONSULTING: OIL FIELD SVCS	100-61-5400	Contract Services - General	590.00
104028	10/23/2024	2473-2351.5 LEWIS	09/23/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
104028	10/23/2024	2473-2351.5 LEWIS	09/23/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
104028	10/23/2024	2473-2351.5 LEWIS	09/23/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
<b>Vendor 0498 - MEARN'S CONSULTING LLC Total:</b>							<b>885.00</b>
<b>Vendor: 5673 - MEDICO PROFESSIONAL LINEN SERVICE</b>							
104029	10/23/2024	21099156	09/27/2027	SHPD SUPPLIES	100-75-5721	Special Department Supplies	110.78
<b>Vendor 5673 - MEDICO PROFESSIONAL LINEN SERVICE Total:</b>							<b>110.78</b>
<b>Vendor: 5140 - MICHAEL BAKER INTERNATIONAL, INC.</b>							
104030	10/23/2024	1224853	09/23/2024	CDBG: PROGRAM MANAGEMENT & LABOR COMPLIANCE SVCS	100-82-5400	Contract Services - General	2,365.00
<b>Vendor 5140 - MICHAEL BAKER INTERNATIONAL, INC. Total:</b>							<b>2,365.00</b>
<b>Vendor: 4738 - OCEAN BLUE ENVIRONMENTAL SERVICES, INC.</b>							
104031	10/23/2024	40391	09/26/2024	PROFESSIONAL SVCS: HAZMAT CLARIFIER	601-40-5400	Contract Services - General	1,532.48
<b>Vendor 4738 - OCEAN BLUE ENVIRONMENTAL SERVICES, INC. Total:</b>							<b>1,532.48</b>

Warrant Register						Payment Dates: 10/23/2024 - 10/23/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 0170 - OFFICE DEPOT</b>							
104032	10/23/2024	379816154001	08/14/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-91-5740	General Supplies	68.00
104032	10/23/2024	379817912001	08/15/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-91-5740	General Supplies	248.78
104032	10/23/2024	382634733001	09/03/2024	OFFICE SUPPLIES	100-74-5740	General Supplies	-135.48
104032	10/23/2024	382721787001	09/13/2024	OFFICE SUPPLIES	100-51-5710	Office Supplies	10.89
104032	10/23/2024	382745985001	09/12/2024	OFFICE SUPPLIES REFUND	100-51-5710	Office Supplies	-10.73
104032	10/23/2024	385125648001	09/13/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	304.19
104032	10/23/2024	385125931001	09/13/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	37.12
104032	10/23/2024	385290313001	09/13/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-92-5740	General Supplies	264.20
<b>Vendor 0170 - OFFICE DEPOT Total:</b>							<b>786.97</b>
<b>Vendor: 5083 - RUSSELL HEFTE</b>							
104033	10/23/2024	09122024	09/12/2024	TRAVEL/TRAINING REIMBURSEMENT	100-72-5320	Travel & Training	85.72
<b>Vendor 5083 - RUSSELL HEFTE Total:</b>							<b>85.72</b>
<b>Vendor: 0992 - RUSSELL ROBINETT</b>							
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	3,341.42
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	652.08
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	623.58
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	930.08
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	695.58
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	22,233.33
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	5,946.67
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	3,574.42
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	1,275.17
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	929.00
104034	10/23/2024	10222024	10/22/2024	RENT PAYMENTS: NOV 2024	100-47-5551	Rental of Land & Buildings Exp	927.42
<b>Vendor 0992 - RUSSELL ROBINETT Total:</b>							<b>41,128.75</b>
<b>Vendor: 0460 - SMITH PAINT</b>							
104035	10/23/2024	936127	09/11/2024	PUBLIC WORKS SUPPLIES	100-95-5740	General Supplies	111.79
<b>Vendor 0460 - SMITH PAINT Total:</b>							<b>111.79</b>
<b>Vendor: 5191 - SONICLEAR TRIO SYSTEMS LLC</b>							
104036	10/23/2024	74844	10/01/2024	ANNUAL SOFTWARE RENEWAL: 11/6 - 11/5/25	100-43-5400	Contract Services - General	473.00
<b>Vendor 5191 - SONICLEAR TRIO SYSTEMS LLC Total:</b>							<b>473.00</b>
<b>Vendor: 5699 - TIM ANHORN</b>							
104037	10/23/2024	10042024	10/04/2024	PARKS & REC COMMISSIONER: 1ST QTR	100-82-5150	Commission Meeting Attend...	225.00
<b>Vendor 5699 - TIM ANHORN Total:</b>							<b>225.00</b>

Warrant Register							Payment Dates: 10/23/2024 - 10/23/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 8859 - TLC LUXURY TRANSPORTATION</b>							
104038	10/23/2024	121109	07/17/2024	YOUTH EXCURSIONS: SUMMER CAMP 7/11/24	202-40-5670	Recreational Transit	1,560.00
104038	10/23/2024	121194	07/31/2024	YOUTH EXCURSIONS: SUMMER CAMP 7/30/24	202-40-5670	Recreational Transit	1,690.00
104038	10/23/2024	121330	08/19/2024	YOUTH EXCURSIONS: SUMMER CAMP 8/15/24	202-40-5670	Recreational Transit	2,600.00
104038	10/23/2024	121331	08/19/2024	SENIOR AND YOUTH EXCURSIONS: 8/16/24	202-40-5670	Recreational Transit	1,155.00
104038	10/23/2024	121552	09/25/2024	TRANSPORT: MODEL T SHUTTLE - 9/14/24	202-40-5670	Recreational Transit	825.00
<b>Vendor 8859 - TLC LUXURY TRANSPORTATION Total:</b>							<b>7,830.00</b>
<b>Vendor: 0237 - UNIVERSITY TROPHIES</b>							
104039	10/23/2024	202403958	09/26/2024	ENGRAVING SVCS	100-82-5740	General Supplies	57.88
104039	10/23/2024	68125	09/24/2024	ENGRAVING SVCS	100-74-5740	General Supplies	104.00
<b>Vendor 0237 - UNIVERSITY TROPHIES Total:</b>							<b>161.88</b>
<b>Vendor: 1316 - WATER REPLENISHMENT DISTRICT</b>							
104040	10/23/2024	2024-06	10/01/2024	WELL 10 LOAN PAYMENT #6	500-26200	Long Term Payable	34,883.72
<b>Vendor 1316 - WATER REPLENISHMENT DISTRICT Total:</b>							<b>34,883.72</b>
<b>Vendor: 0276 - WAXIE SANITARY SUPPLY</b>							
104041	10/23/2024	82751405	09/24/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	219.84
<b>Vendor 0276 - WAXIE SANITARY SUPPLY Total:</b>							<b>219.84</b>
<b>Vendor: 8846 - ZONES, LLC</b>							
104042	10/23/2024	K23234050101	09/27/2024	IT SUPPLIES: LAPTOPS/DOCKING STATIONS/WARRANTY	100-52-5840	Capital Outlay	3,031.88
104042	10/23/2024	K23234050102	09/30/2024	IT SUPPLIES: LAPTOPS/DOCKING STATIONS/WARRANTY	100-52-5840	Capital Outlay	4,219.79
104042	10/23/2024	K23234050102	09/30/2024	IT SUPPLIES: LAPTOPS/DOCKING STATIONS/WARRANTY	100-52-5840	Capital Outlay	0.01
104042	10/23/2024	K23234050103	09/30/2024	IT SUPPLIES: LAPTOPS/DOCKING STATIONS/WARRANTY	100-52-5840	Capital Outlay	25,220.46
104042	10/23/2024	K23234050104	09/30/2024	IT SUPPLIES: LAPTOPS/DOCKING STATIONS/WARRANTY	100-52-5840	Capital Outlay	3,031.88
104042	10/23/2024	W10038160102	09/26/2024	IT SVCS - CSP OFFICE 365: 9/18 - 10/18/24	100-52-5725	Software	4,072.62
104042	10/23/2024	W10038630101	09/26/2024	IT SVCS - CSP OFFICE 365: ADDT'L SUBSCRIPTION	100-52-5725	Software	19.77
<b>Vendor 8846 - ZONES, LLC Total:</b>							<b>39,596.41</b>
<b>Grand Total:</b>							<b>833,025.87</b>

**Report Summary**

**Fund Summary**

Fund	Payment Amount
100 - General Fund	108,722.30
202 - Transportation	9,842.85
400 - Capital Improvement	617,287.54
500 - Water Operations Fund	35,191.64
601 - Vehicle and Equipment	61,981.54
<b>Grand Total:</b>	<b>833,025.87</b>

**Account Summary**

Account Number	Account Name	Payment Amount
100-23530	Deposits-Community De...	354.00
100-34-4600	Administrative Fee (CD)	-59.00
100-43-5400	Contract Services - Gene...	473.00
100-46-5150	Commission Meetings	450.00
100-47-5551	Rental of Land & Builidin...	41,128.75
100-51-5273	Health Benefits	160.00
100-51-5511	Telephone/Internet	476.37
100-51-5710	Office Supplies	0.16
100-52-5440	Technology Technical Se...	7,490.00
100-52-5570	Software Licensing & Su...	819.64
100-52-5725	Software	4,092.39
100-52-5840	Capital Outlay	35,819.02
100-61-5400	Contract Services - Gene...	590.00
100-72-5320	Travel & Training	347.00
100-74-5440	IT Services	7,490.00
100-74-5570	Software Licensing & Su...	461.89
100-74-5740	General Supplies	-31.48
100-75-5721	Special Department Supp..	110.78
100-76-5320	Travel & Training	8.00
100-76-5730	Uniforms	400.39
100-81-5570	Software Licensing & Su...	2,100.00
100-82-5150	Commission Meeting At...	675.00
100-82-5400	Contract Services - Gene...	2,365.00
100-82-5740	General Supplies	399.19
100-91-5740	General Supplies	316.78
100-92-5740	General Supplies	1,040.09
100-93-5400	Contract Services - Gene...	1,133.54
100-95-5740	General Supplies	111.79
202-40-5400	Contract Services - Gene...	2,012.85
202-40-5670	Recreational Transit	7,830.00
400-21150	Retention Payable	-31,831.09

**Account Summary**

Account Number	Account Name	Payment Amount
400-40-5894	Street Capital Improvem...	96,346.89
400-40-5895	Park Capital Improveme...	552,771.74
500-26200	Long Term Payable	34,883.72
500-45-5570	Software Licensing & Su...	307.92
601-40-5400	Contract Services - Gene...	1,532.48
601-40-5540	Vehicle Maintenance	232.52
601-40-5842	Vehicles & Large Equipm...	60,216.54
	<b>Grand Total:</b>	<b>833,025.87</b>

**Project Account Summary**

Project Account Key	Payment Amount	
**None**	182,963.24	
600	590.00	
6207	354.00	
80.23007.PKDV.204	540,275.00	
80.24002	12,496.74	
90.20007.MSM.237	79,881.63	
90.20007.MTAHIP.235	16,465.26	
	<b>Grand Total:</b>	<b>833,025.87</b>



## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 9/24/2024 - 10/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 0377 - CITY OF LONG BEACH</b>							
DFT0012979	10/08/2024	1784-091824	09/18/2024	WATER SVCS - 6475 ORANGE AVE	100-92-5512	Utility Services	67.88
DFT0012980	10/08/2024	4016-091824	09/18/2024	GAS SVCS - 1919 E HILL ST	100-92-5512	Utility Services	14.80
DFT0012981	10/08/2024	7236-091824	09/18/2024	GAS SVCS - 2745 WALNUT AVE	100-92-5512	Utility Services	96.55
DFT0012982	10/08/2024	8237-091824	09/18/2024	GAS SVCS - 2175 E 28TH ST	100-92-5512	Utility Services	18.69
DFT0012983	10/08/2024	8387-091824	09/18/2024	WATER SVCS - 6059 CHERRY AVE	100-92-5512	Utility Services	25.17
DFT0012984	10/08/2024	8906-091824	09/18/2024	GAS SVCS - 2175 CHERRY	100-92-5512	Utility Services	14.80
DFT0012985	10/08/2024	9816-091824	09/18/2024	GAS SVCS - 1780 E HILL ST	100-92-5512	Utility Services	78.38
<b>Vendor 0377 - CITY OF LONG BEACH Total:</b>							<b><u>316.27</u></b>
<b>Vendor: 5303 - FRONTIER</b>							
DFT0012991	10/09/2024	10092024	09/17/2024	PHONE LINES - SCADA & CITY HALL DEDICATED	100-51-5511	Telephone/Internet	500.00
DFT0012991	10/09/2024	10092024	09/17/2024	PHONE LINES - SCADA & CITY HALL DEDICATED	500-40-5511	Telephone/Data	5,185.97
DFT0012992	10/02/2024	10022024	09/07/2024	PHONE LINES - PD RADIO	100-74-5511	Telephone	713.97
DFT0012993	09/24/2024	09242024	09/28/2024	PHONE LINE - PD	100-51-5511	Telephone/Internet	289.69
DFT0012994	10/03/2024	10032024	09/08/2024	PW PHONE LINE	100-51-5511	Telephone/Internet	98.69
DFT0012995	10/08/2024	10082024	09/13/2024	PW BUSINESS PHONE LINE	100-51-5511	Telephone/Internet	115.40
DFT0012998	10/10/2024	10102024	09/15/2024	PD DISPATCH LINE	100-51-5511	Telephone/Internet	768.22
<b>Vendor 5303 - FRONTIER Total:</b>							<b><u>7,671.94</u></b>
<b>Vendor: 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC</b>							
DFT0012996	10/09/2024	2296-091124	09/11/2024	POSTAGE REFILL	100-51-5720	Postage	1,537.50
<b>Vendor 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC Total:</b>							<b><u>1,537.50</u></b>
<b>Vendor: 0464 - SOUTHERN CALIFORNIA EDISON</b>							
DFT0012988	10/08/2024	9772-092524	09/25/2024	ELECTRIC SERVICE: AUG	100-13001	Accrued Accounts Receivable	14.31
DFT0012988	10/08/2024	9772-092524	09/25/2024	ELECTRIC SERVICE: AUG	100-92-5512	Utility Services	30,740.64
DFT0012988	10/08/2024	9772-092524	09/25/2024	ELECTRIC SERVICE: AUG	100-94-5512	Utility Services	458.22
DFT0012988	10/08/2024	9772-092524	09/25/2024	ELECTRIC SERVICE: AUG	100-95-5510	Electricity	16,484.75
DFT0012988	10/08/2024	9772-092524	09/25/2024	ELECTRIC SERVICE: AUG	100-95-5512	Utility Services	1,248.83
DFT0012988	10/08/2024	9772-092524	09/25/2024	ELECTRIC SERVICE: AUG	260-40-5512	Utility Services	29.27
DFT0012988	10/08/2024	9772-092524	09/25/2024	ELECTRIC SERVICE: AUG	500-40-5512	Utility Services	18,657.06
DFT0012989	10/07/2024	8542-092424	09/24/2024	ELECTRIC SERVICE: SEP 2024	100-94-5512	Utility Services	71.12
DFT0012990	10/09/2024	1820-092724	09/27/2024	ELECTRIC SERVICE: SEP 2024	100-47-5512	Utility Services	2,822.92
<b>Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:</b>							<b><u>70,527.12</u></b>
<b>Grand Total:</b>							<b><u>80,052.83</u></b>

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	56,180.53
260 - Lighting and Landscape	29.27
500 - Water Operations Fund	23,843.03
<b>Grand Total:</b>	<b>80,052.83</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-13001	Accrued Accounts Receiv	14.31
100-47-5512	Utility Services	2,822.92
100-51-5511	Telephone/Internet	1,772.00
100-51-5720	Postage	1,537.50
100-74-5511	Telephone	713.97
100-92-5512	Utility Services	31,056.91
100-94-5512	Utility Services	529.34
100-95-5510	Electricity	16,484.75
100-95-5512	Utility Services	1,248.83
260-40-5512	Utility Services	29.27
500-40-5511	Telephone/Data	5,185.97
500-40-5512	Utility Services	18,657.06
<b>Grand Total:</b>		<b>80,052.83</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	80,052.83
<b>Grand Total:</b>	<b>80,052.83</b>

Warrant Register

Payment Dates: 9/24/2024 - 10/10/2024

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 10/15/2024 - 10/15/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 7313 - CITY OF SIGNAL HILL</b>							
DFT0012987	10/15/2024	09302024	10/15/2024	MONTHLY WATER CHARGES - SEP 2024	100-13001	Accrued Accounts Receivable	1,215.40
DFT0012987	10/15/2024	09302024	10/15/2024	MONTHLY WATER CHARGES - SEP 2024	100-47-5512	Utility Services	25.76
DFT0012987	10/15/2024	09302024	10/15/2024	MONTHLY WATER CHARGES - SEP 2024	100-92-5512	Utility Services	7,485.95
DFT0012987	10/15/2024	09302024	10/15/2024	MONTHLY WATER CHARGES - SEP 2024	100-94-5512	Utility Services	27,965.82
DFT0012987	10/15/2024	09302024	10/15/2024	MONTHLY WATER CHARGES - SEP 2024	260-40-5512	Utility Services	1,985.93
DFT0012987	10/15/2024	09302024	10/15/2024	MONTHLY WATER CHARGES - SEP 2024	500-40-5512	Utility Services	370.99
<b>Vendor 7313 - CITY OF SIGNAL HILL Total:</b>							<b>39,049.85</b>
<b>Grand Total:</b>							<b>39,049.85</b>

# Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	36,692.93
260 - Lighting and Landscape	1,985.93
500 - Water Operations Fund	370.99
<b>Grand Total:</b>	<b>39,049.85</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-13001	Accrued Accounts Recei...	1,215.40
100-47-5512	Utility Services	25.76
100-92-5512	Utility Services	7,485.95
100-94-5512	Utility Services	27,965.82
260-40-5512	Utility Services	1,985.93
500-40-5512	Utility Services	370.99
<b>Grand Total:</b>		<b>39,049.85</b>

## Project Account Summary

Project Account Key	Payment Amount
**None**	39,049.85
<b>Grand Total:</b>	<b>39,049.85</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 10/3/2024 - 10/3/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 0629 - LA COUNTY - REGISTAR-RECORDER</b>							
119103	10/03/2024	6174-1	10/02/2024	NOI CHECK REQUEST	100-23530	Deposits-Community Develo...	75.00
						<b>Vendor 0629 - LA COUNTY - REGISTAR-RECORDER Total:</b>	<b>75.00</b>
<b>Vendor: 9452 - VOLVO CONTRUCTION EQUIPMENT &amp; SERVICES</b>							
119104	10/03/2024	EQ0020157	08/15/2024	PORTABLE AIR COMPRESSOR	601-40-5842	Vehicles & Large Equipment	25,921.55
						<b>Vendor 9452 - VOLVO CONTRUCTION EQUIPMENT &amp; SERVICES Total:</b>	<b>25,921.55</b>
						<b>Grand Total:</b>	<b>25,996.55</b>



## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	75.00
601 - Vehicle and Equipment	25,921.55
<b>Grand Total:</b>	<b>25,996.55</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-23530	Deposits-Community De...	75.00
601-40-5842	Vehicles & Large Equipm...	25,921.55
<b>Grand Total:</b>		<b>25,996.55</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	25,921.55
6174	75.00
<b>Grand Total:</b>	<b>25,996.55</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



# CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

## STAFF REPORT

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10/22/2024

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### **AGENDA ITEM**

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

**FROM: CARLO TOMAINO  
CITY MANAGER**

**SUBJECT: APPROVAL OF MEETING MINUTES**

#### Summary:

Special Meeting of October 2, 2024.  
Regular Meeting of October 8, 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

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2175 Cherry Avenue ♦ Signal Hill, CA 90755-3799

### MINUTES OF A SPECIAL MEETING SIGNAL HILL CITY COUNCIL OCTOBER 2, 2024

A Special Meeting of the Signal Hill City Council was held on October 2, 2024 at approximately 6:00 p.m. at Dream City Church, 2094 Cherry Avenue, Signal Hill, California.

Mayor Woods and the City Council presented the City of Signal Hill's annual State of the City. The discussion included discussions on the City's efforts to serve the community and the City's progress on each of the goals in the 2023-2028 Strategic Plan.

The Special Meeting ended at approximately 8:00 p.m.

MAYOR WOODS adjourned the meeting at approximately 8:00 p.m.

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LORI Y. WOODS  
MAYOR

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DARITZA GONZALEZ  
CITY CLERK



## CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

### MINUTES OF A REGULAR MEETING SIGNAL HILL CITY COUNCIL October 08, 2024

A Regular Meeting of the Signal Hill City Council was held in-person in the Council Chamber on October 8, 2024.

(1) **CALL TO ORDER – 6:01 P.M.**

(2) **ROLL CALL**

PRESENT: MAYOR LORI WOODS  
VICE MAYOR EDWARD WILSON  
COUNCIL MEMBER ROBERT COPELAND  
COUNCIL MEMBER TINA HANSEN

ABSENT: COUNCIL MEMBER KEIR JONES

(3) **CLOSED SESSION**

- a. A CLOSED SESSION WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54957 TO CONDUCT PUBLIC EMPLOYEE PERFORMANCE EVALUATION.

TITLE: 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.**

(6) **RECONVENE REGULAR MEETING – 7:01 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**

**(11) PRESENTATIONS**

- a. PRESENTATION OF THE NEW SPOTLIGHT ON SMALL BUSINESS VIDEO SERIES FEATURING THE NOOK.

Assistant to the City Manager/Economic Development Manager, Alfa Lopez presented agenda item 14a.

- b. THE PARKS, RECREATION AND LIBRARY SERVICES DEPARTMENT MANAGER WILL INTRODUCE SENIOR RECREATION SPECIALIST, BRIANNA QUINTANILLA.

Parks, Recreation and Library Services Manager, Alison Dobay presented agenda item 14b.

**(12) CITY MANAGER REPORTS**

- a. INTERVIEWS AND APPOINTMENT TO THE PLANNING COMMISSION

Candidates were provided three minutes each to address the City Council. City Council asked questions of the candidates in the following order: Michael Aust, Christopher Cagnolatti, Angelo Dickens, II, Mary Gonzales, and Georgette Lopez.

Mayor Woods opened the nominations for the Planning Commission.

Council Member Copeland nominated Angelo Dickens, II.

Vice Mayor Wilson nominated Michael Aust.

Council Member Hansen nominated Mary Gonzales.

Mayor Woods nominated Georgette (Gege) Lopez.

City Attorney conducted a roll call vote for nominee Michael Aust.

The following vote resulted:

AYES: VICE MAYOR WILSON

NOES: COUNCIL MEMBER COPELAND  
COUNCIL MEMBER HANSEN  
MAYOR WOODS

City Attorney conducted a roll call vote for nominee Georgette (Gege) Lopez.

AYES: COUNCIL MEMBER COPELAND  
COUNCIL MEMBER HANSEN  
VICE MAYOR WILSON  
MAYOR WOODS

City Attorney conducted a roll call vote for nominee Angelo Dickens, II.

AYES: COUNCIL MEMBER COPELAND  
VICE MAYOR WILSON

NOES: COUNCIL MEMBER HANSEN  
MAYOR WOODS

City Attorney conducted a roll call vote for nominee Mary Gonzales.

AYES: COUNCIL MEMBER HANSEN

NOES: COUNCIL MEMBER COPELAND  
VICE MAYOR WILSON  
MAYOR WOODS

Mayor Woods requested a final vote appointing Georgette (Gege) Lopez to the Planning Commission until May 31, 2025.

AYES: COUNCIL MEMBER COPELAND  
COUNCIL MEMBER HANSEN  
VICE MAYOR WILSON  
MAYOR WOODS

b. PROFESSIONAL SERVICES AGREEMENT WITH BLUDOT TECHNOLOGIES, INCORPORATED (BLUDOT) FOR THE OPEN REWARDS APP AND ECONOMIC DEVELOPMENT SHOP LOCAL INCENTIVES UPDATE

It was moved by COUNCIL MEMBER COPELAND and seconded by VICE MAYOR WILSON to authorize the City Manager to enter into a one-year Professional Services Agreement with Bludot Technologies, for the subscription of Open Rewards, a proprietary software application, for a total not-to-exceed amount of \$6,000, through June 30, 2025, in a form approved by the City Attorney; and approve a one-time Local Rewards Sponsorship in the amount of \$10,000. If approved, the Sponsorship amount would be held by Bludot Technologies and dispersed as reward redemptions through June 30, 2025.

The following vote resulted:

AYES:           MAYOR WOODS  
                  VICE MAYOR WILSON  
                  COUNCIL MEMBER COPELAND  
                  COUNCIL MEMBER HANSEN

NOES:           NONE

ABSENT:        COUNCIL MEMBER JONES

ABSTAIN:       NONE

- c.   RESOLUTION DECLARING FINAL ACCEPTANCE OF THE EMERGENCY SLOPE FAILURE REPAIR SERVICE PANORAMA PROMENADE AND MOLINO AVENUE AND 20TH STREET PROJECT PURSUANT TO THE PUBLIC WORKS CONTRACT WITH ZIMPRICH ENGINEERING INCORPORATED

It was moved by VICE MAYOR WILSON and seconded by COUNCIL MEMBER HANSEN to adopt Resolution No. 2024-10-6841 declaring work to be completed in conformance with the plans and specifications for the emergency slope failure repair service Panorama Promenade Trail and Molino Avenue and 20th Street and 20th Street Project in accordance with the contract entered into between Zimprich Engineering Incorporated and the City of Signal Hill.

Adopt a Resolution No. 2024-10-6841, entitled:

A RESOLUTION OF THE CITY OF SIGNAL HILL, CALIFORNIA, DECLARING WORK TO BE COMPLETED IN CONFORMANCE WITH THE PLAN SPECIFICATIONS FOR THE EMERGENCY SLOPE FAILURE REPAIR SERVICE PANORAMA PROMENADE TRAIL AND MOLINO AVENUE AND 20TH STREET PROJECT IN ACCORDANCE WITH THE CONTRACT ENTERED INTO BETWEEN ZIMPRICH ENGINEERING INCORPORATED AND 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

- d.   VERIFICATION OF QUORUM FOR FUTURE CITY COUNCIL MEETINGS

It was moved by COUNCIL MEMBER HANSEN and seconded by COUNCIL MEMBER COPELAND to cancel the regular City Council meetings for the



second meetings in November and December and directed staff to bring the item back to City Council early next year to discuss July and August City Council meeting dates.

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) CONSENT CALENDAR**

- a. RESOLUTION DECLARING FINAL ACCEPTANCE OF THE FUEL STATION CANOPY REPLACEMENT PROJECT PURSUANT TO THE PUBLIC WORKS CONTRACT WITH VICON ENTERPRISE INCORPORATED
- b. WARRANT REGISTER DATED OCTOBER 8, 2024
- c. APPROVAL OF MEETING MINUTES

It was moved by VICE MAYOR WILSON 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

**(14) COUNCIL AGENDA--NEW BUSINESS**

Vice Mayor Wilson commented on the walls at the California Crown residential area and requested staff to follow up.

Mayor Woods announced a reception for Vice Mayor Wilson to be held at the Signal Hill Public Library Terrace on Friday, November 8 at 5:30 p.m.

Vice Mayor Wilson thanked everyone involved in the presentation at the State of the City event.

**(15) ADJOURNMENT**

There was a motion by COUNCIL MEMBER COPELAND and seconded by COUNCIL MEMBER HANSEN to adjourn tonight's meeting to the next regular City Council meeting on Tuesday, October 22, 2024 at 7:00 p.m.

MAYOR WOODS adjourned the meeting at 9:47 p.m.

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LORI Y. WOODS  
MAYOR

Attest:

\_\_\_\_\_  
DARITZA GONZALEZ  
CITY CLERK