

Barry Waite, Mayor  
Bill Uphoff, Mayor Pro Tem  
James Gazeley, Council Member  
Cindy Segawa, Council Member  
Mark A. Waronek, Council Member



LOMITA CITY HALL  
COUNCIL CHAMBERS  
24300 Narbonne Avenue  
Lomita, CA 90717  
Phone: (310) 325-7110  
Fax: (310) 325-4024

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Next Resolution No. 2023-30  
Next Ordinance No. 859

**AGENDA  
REGULAR MEETING  
LOMITA CITY COUNCIL  
TUESDAY, DECEMBER 5, 2023  
6:00 P.M.**

**THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBERS. PARTICIPATION BY MEMBERS OF THE PUBLIC IS ONLY GUARANTEED VIA IN-PERSON ATTENDANCE. AS A COURTESY, THE CITY MAY ALSO CHOOSE TO ALLOW PUBLIC PARTICIPATION DURING THE MEETING VIA A COMPUTER OR SMART DEVICE USING THE FOLLOWING ZOOM LINK:**

<https://us02web.zoom.us/j/87836258466>

Telephone Option: (669) 900-6833 Meeting ID: 878 3625 8466

**THE COUNCIL MAY SUSPEND PUBLIC PARTICIPATION VIA ZOOM AT ANY TIME, AND THE MEETING WILL NOT BE CANCELLED NOR SUSPENDED IF TECHNICAL ISSUES PRECLUDE OR IMPACT THE ABILITY TO ACCEPT PUBLIC COMMENT OVER ZOOM. SHOULD YOU WISH TO ENSURE YOU CAN PARTICIPATE IN THIS MEETING, OR COMMENT ON AN ITEM ON THE AGENDA, YOU MUST SHOW UP IN PERSON AT THE MEETING.**

Please note that the City cannot, and does not, guarantee that the above Zoom link or dial in feature will work, that any individual commenter's computer or smart device will operate without issue, or that the City's hosting of the Zoom will work without issue. Members of the public acknowledge this and are on notice that public participation is only guaranteed via attendance in Council Chambers and that the Zoom option is provided as a courtesy only. Technological issues or failure of the Zoom link to be operational for any reason will not result in any pause, recess, or cancellation of the meeting.

If you wish to provide public comment during oral communications or for a particular agenda item, you may either contact the City Clerk's Office before the meeting, at 310-325-7110 ext. 141, complete a speaker card and give it to the City Clerk or if participating via Zoom utilize the "raise hand" function to join the queue to speak when the Mayor calls the item for discussion. Your name and city of residency is requested, but not required.

**No meeting of the Lomita Public Financing Authority will be held on this date.**

**1. OPENING CEREMONIES**

- a. Call Meeting to Order
- b. Flag Salute
- c. Invocation – Mayor Waite
- d. Roll Call

**2. APPROVAL OF AGENDA**

**3. PRESENTATIONS**

- **PRESENTATION OF PLAQUE TO OUTGOING MAYOR BARRY WAITE**

**4. APPOINTMENT OF MAYOR AND MAYOR PRO TEM (No Staff Report)**

**5. ORAL COMMUNICATIONS**

Persons wishing to speak on Consent Agenda items or subjects other than those scheduled are requested to do so at this time. In order to conduct a timely meeting, a three (3) minute time limit per person has been established. Government Code Section 54954.2 prohibits the Council from discussing or taking action on a specific item unless it appears on a posted agenda.

**6. ORAL COMMUNICATIONS AND MEETING ATTENDANCE REPORTS FROM THE CITY COUNCIL**

The City Council may discuss and act upon items described under Council comments; however, items which are not on the agenda will be limited to Council reports, announcements, requests for clarification or factual information, or placement of matters on the agenda for a future meeting.

**7. CITY MANAGER’S REPORT (information only)**

**8. CONSENT AGENDA**

All items under the Consent Agenda are considered by the Council to be routine and will be enacted by one motion in the form listed below. There may be separate discussions of these items prior to the time the Council votes on the motion. Specific items may be removed from the Consent Agenda at the request of any Council Member or staff.

**RECOMMENDED ACTION:** That Consent Agenda Items 7a-d be approved.

- a. Motion to Waive Full Reading of Ordinances and that They be Read in Title Only

**RECOMMENDED ACTION:** Approve motion.

- b. Minutes of the Special City Council Meeting of November 17, 2023, and the Regular City Council Meeting of November 21, 2023

**RECOMMENDED ACTION:** Approve minutes.

- c. Warrants/Payroll Register

**RECOMMENDED ACTION:** Approve and file Warrants/Payroll Register.

- d. Lomita Local Hazard Mitigation Plan Update

**RECOMMENDED ACTION:** 1) Accept grant funds from the FEMA Hazard Mitigation Grant Program to update the Local Hazard Mitigation Plan in the amount up to \$72,680.85 for project costs and \$3,622.80 for subrecipient grant management costs. Appropriate the 10% required city match of up to \$7,268.08 for the project costs; and 2) Approve a Professional Services Agreement with Risk Management Professionals to provide consultant services related to the preparation of a comprehensive Lomita Local Hazard Mitigation Plan update for \$50,247 plus a 10% contingency of \$5,025, for a total of \$55,272 and authorize the City Manager to execute.

**9. SCHEDULED ITEMS**

- a. **DISCUSSION AND CONSIDERATION OF COUNCIL MEMBERS ASSIGNMENTS TO VARIOUS ORGANIZATIONS FOR CALENDAR YEAR 2024**

Presented by Ryan Smoot, City Manager

**RECOMMENDED ACTION:** Review the Council Member appointments and assignments chart and designate delegates to represent the City at various member organization meetings for the calendar year January through December 2024.

- b. **DISCUSSION AND CONSIDERATION OF A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH JOE HOEFGEN TO SERVE AS INTERIM CITY MANAGER**

Presented by Trevor Rusin, City Attorney

**RECOMMENDED ACTION:** Adopt Resolution 2023-30 approving an employment agreement with Joe Hoefgen to serve as Interim City Manager.

**RESOLUTION NO. 2023-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPOINTING JOE HOEFGEN AS INTERIM CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT**

**10. PUBLIC HEARINGS**

None scheduled.

**11. ADJOURNMENT**

*Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection via the City's website and copies are available for public inspection beginning the next regular business day in the City Clerk's Office, 24300 Narbonne Avenue, Lomita.*

*In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, please contact the office of the City Clerk at (310) 325-7110. Notification at least forty-eight (48) hours prior to the meeting will enable the City to make reasonable arrangements.*

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours prior to the meeting at the following locations: Lomita City Hall, Lomita Park, and uploaded to the City of Lomita website [http://www.lomita.com/cityhall/city\\_agendas/](http://www.lomita.com/cityhall/city_agendas/).*

Date Posted: December 1, 2023



Kathleen Horn Gregory, MMC, City Clerk



**MINUTES OF THE  
LOMITA CITY COUNCIL  
SPECIAL MEETING  
FRIDAY, NOVEMBER 17, 2023**

**1. OPENING CEREMONIES**

a. Call Meeting to Order

The special meeting of the Lomita City Council was called to order by Mayor Waite at 1:33 p.m. on Friday, November 17, 2023, in the City Council Chambers at City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Roll Call

**PRESENT:** Council Member Segawa, Council Member Waronek (arrived after roll call), Mayor Pro Tem Uphoff, and Mayor Waite

**ABSENT:** Council Member Gazeley

**STAFF PRESENT:** City Manager Smoot, Assistant City Manager Sugano, City Attorney Rusin

**2. ORAL COMMUNICATIONS**

There were no requests to speak during oral communications.

**RECESS TO CLOSED SESSION**

The City Council recessed to closed session at 1:34 p.m.

**3. CLOSED SESSION ITEMS**

- a. **PUBLIC EMPLOYEE APPOINTMENT  
PURSUANT TO GOVERNMENT CODE SECTION 54957**  
Title: Interim City Manager and City Manager

**RECONVENE FOR OPEN SESSION**

The Council reconvened for open session at 2:06 p.m.

**3. CLOSED SESSION ANNOUNCEMENT**

City Attorney Rusin announced that the City Council met in closed session at 1:34 p.m. Council Members Segawa, Waronek, Mayor Pro Tem Uphoff and Mayor Waite were present and there was no reportable action taken.

**4. ADJOURNMENT**

There being no further business to discuss, Mayor Waite adjourned the meeting at 2:10 p.m.

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Kathleen Horn Gregory, MMC, City Clerk  
Adopted:

**MINUTES OF THE  
LOMITA CITY COUNCIL  
REGULAR MEETING  
TUESDAY, NOVEMBER 21, 2023**

**1. OPENING CEREMONIES**

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Waite at 6:05 p.m. on Tuesday, November 21, 2023, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Mayor Pro Tem Uphoff led the salute to the flag.

c. Invocation

Mayor Pro Tem Uphoff gave the invocation.

d. Roll Call

**PRESENT:** Council Members: Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

The agenda was posted and a quorum of the Council Participated from within the jurisdiction. Council Member Waronek attended the meeting via teleconference at the following location: The Westin St. Francis San Francisco on Union Square, 335 Powell Street, San Francisco, California, USA, 94102

**ABSENT:** Council Member Gazeley

**STAFF PRESENT:** City Manager Smoot, City Attorney Rusin, Assistant City Manager Sugano, Public Works Director Dillon, Community and Economic Development Director Rindge, Administrative Services Director Kamada, Administrative Analyst Ibarra, Senior Management Analyst Hernandez, and City Clerk Gregory

e. Closed Session Report

City Attorney Rusin stated that the Council met in open session at 5:02 p.m. and recessed to closed session to discuss the following items:

- a. PUBLIC EMPLOYEE APPOINTMENT  
PURSUANT TO GOVERNMENT CODE SECTION 54957**  
Titles: Interim City Manager and City Manager

**b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1)**

City of Camden, et al., v. E.I.DuPont de Nemours and Company, et al.,  
No. 2:23-cv-03230RMG

City of Lomita v. 3M Company, et al., No. 2:23-cv-02162RMG

Council Member Segawa, Council Member Waronek, Mayor Pro Tem Uphoff and Mayor Waite were present and there was no reportable action taken on Item No. 3a.

Council approved a class action settlement with 3M and Dupont by the following vote:

AYES: Council Members: Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: Council Member Gazeley

**2. APPROVAL OF AGENDA**

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve the agenda.

**MOTION CARRIED** by the following vote:

AYES: Council Members: Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: Council Member Gazeley

**3. PRESENTATIONS**

Mayor Waite presented Karen Kanda with a certificate of recognition for receiving the Silver Sustainability Leader Award as a volunteer with the South Bay Cities Council of Governments.

**4. ORAL COMMUNICATIONS**

Mayor Waite announced the time for public comments on consent agenda items or subjects other than those scheduled.

Margaret Estrada, Lomita resident, thanked City Manager Smoot for the work he has done for the City and presented him with an Oscar trophy.

There being no further requests to speak, Mayor Waite closed oral communications.

**5. ORAL COMMUNICATIONS AND MEETING ATTENDANCE REPORTS FROM THE CITY COUNCIL**

Council Member Waronek reported on the following:

- Thanked everyone for the support and attendance at the annual Kiwanis breakfast

Lomita City Council Regular Meeting Minutes  
November 21, 2023

- November 15 – California Contract Cities Board Meeting at Southern California Edison
- November 16 – City of Lomita Annual State of the City
- Announced upcoming events – December 1, Mayor’s Prayer Breakfast; December 1, Lomita Tree Lighting; South Bay Association of Chambers of Commerce – December 15, Installation lunch; Lomita Chamber Mixer at Board and Brush

Council Member Segawa reported on the following:

- November 8 – STEAM presentation at Lomita Magnet
- November 11 – Veterans Day Event
- November 16 – City of Lomita Annual State of the City

Mayor Pro Tem Uphoff reported on the following:

- November 11 – Veterans Day Event
- November 16 – City of Lomita Annual State of the City

Mayor Waite reported on the following:

- November 9 – South Bay Workforce Investment Board Dinner and Awards
- November 16 – City of Lomita Annual State of the City
- November 11 - Veterans Day Event
- November 16 – South Bay Cities Council of Governments Board Meeting
- November 16 – Southern California Association of Governments Meeting

**6. CITY MANAGER’S REPORT** (information only)

City Manager Smoot had nothing to report.

**7. CONSENT AGENDA**

**RECOMMENDED ACTION:** That Consent Agenda Items 7a-k be approved.

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve the recommended action.

**MOTION CARRIED** by the following vote:

AYES: Council Members: Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: Council Member Gazeley

**Approved the following Consent Agenda items:**

- a. Motion to Waive Full Reading of Ordinances and that They be Read in Title Only

**RECOMMENDED ACTION:** Approve motion.

- b. Minutes of the Special City Council Meeting of January 26, 2023, Special City Council Meeting of May 11, 2023, and Regular and Special City Council Meetings of October 17, 2023

**RECOMMENDED ACTION:** Approve minutes.

- c. Warrants/Payroll Register

**RECOMMENDED ACTION:** Approve and file Warrants/Payroll Register.

- d. Monthly Report for the Administrative Services Department

**RECOMMENDED ACTION:** Receive and file the report.

- e. Monthly Report for the City Manager's Department

**RECOMMENDED ACTION:** Receive and file the report.

- f. Monthly Report for the Community and Economic Development Department

**RECOMMENDED ACTION:** Receive and file the report.

- g. Monthly Report for the Recreation and Facilities Division

**RECOMMENDED ACTION:** Receive and file the report.

- h. Monthly Report for the Public Works Department

**RECOMMENDED ACTION:** Receive and file the report.

- i. October 2023 Treasury & Investment Report

**RECOMMENDED ACTION:** Receive and file the report.

- j. Resolution Authorizing the Destruction of Obsolete Records

**RECOMMENDED ACTION:** Adopt Resolution.

**RESOLUTION NO. 2023-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS AS PROVIDED BY SECTION 34090 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA**

- k. Blue Ridge Mechanical Inc. Change Orders for Appian Way Emergency Generator Project

**RECOMMENDED ACTION:** 1) Approve contract Change Order No. 2 for Blue Ridge Mechanical Inc. for additional work required for the installation of the Emergency Generator at the Appian Pump Station in the amount of \$2,096.00; 2) Approve contract Change Order No. 3 for Blue Ridge Mechanical Inc. for additional materials for the installation of the Emergency Generator at the Appian Pump Station in the amount of \$1,292.00; 3) Authorize the Director of Public Works to approve Change Order No. 2; and 4) Authorize the Director of Public Works to approve Change Order No. 3.

**8. SCHEDULED ITEMS**

None scheduled.

**9. PUBLIC HEARINGS**

None scheduled.

**10. ADJOURNMENT**

There being no further business to discuss, Mayor Waite adjourned the meeting at 6:21 p.m.

Respectfully submitted,

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Kathleen Horn Gregory, MMC, City Clerk  
Adopted:

TO: Honorable Mayor and City Council  
FROM: Administrative Services Department  
DATE: December 5, 2023  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

December 5, 2023	TOTAL WARRANTS ISSUED:	\$907,284.69
	Wires Transfers:	10994-11001
	Prepay:	531710-531714
	Check Numbers:	531715-531777

Total Pages of Register: 13

November 17, 2023	TOTAL PAYROLL ISSUED:	\$126,360.66
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 13 inclusive of the check register are accurate and funds are available for payment thereof:

  
\_\_\_\_\_  
Susan Kamada  
Administrative Services Director





Lomita, CA

# Warrant Register By Vendor Name

Payment Dates 11/22/2023 - 12/5/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 7228 - #1 All Safe &amp; Secure</b>					
531715	12/05/2023	#1 All Safe & Secure	10-2023	Pre-Employee Live Scan	60.00
				<b>Vendor 7228 - #1 All Safe &amp; Secure Total:</b>	<b>60.00</b>
<b>Vendor: 12798 - 4LEAF, Inc.</b>					
531716	12/05/2023	4LEAF, Inc.	J4121J	Augmented Code Enforcement..	5,400.00
				<b>Vendor 12798 - 4LEAF, Inc. Total:</b>	<b>5,400.00</b>
<b>Vendor: 6568 - A1 Office Concepts</b>					
531717	12/05/2023	A1 Office Concepts	2930-1	Return, 3/4 Ped, 24 X 48	434.94
531717	12/05/2023	A1 Office Concepts	2930-1	Pick Up, Deliver & Install	850.00
531717	12/05/2023	A1 Office Concepts	2930-1	Panels for 4 Workstations	3,398.93
531717	12/05/2023	A1 Office Concepts	2984-2	3 Drawer Lateral File 42 X 19-...	1,306.47
531717	12/05/2023	A1 Office Concepts	2984-2	4 Drawer Lateral File 42 X 19-...	1,601.93
531717	12/05/2023	A1 Office Concepts	2988-1	Desk Shell, 20 X 42	304.84
531717	12/05/2023	A1 Office Concepts	2988-1	Work Station-Credenza W/Per...	1,000.52
531717	12/05/2023	A1 Office Concepts	2988-1	Pick Up, Deliver & Install	755.00
531717	12/05/2023	A1 Office Concepts	2988-1	Work Station-Hutch, 14 X 66 X...	606.93
531717	12/05/2023	A1 Office Concepts	2988-1	Desk Shell 30 x 60	405.71
531717	12/05/2023	A1 Office Concepts	2988-1	Work Station-Bridge, 20 X 48 (...)	283.89
531717	12/05/2023	A1 Office Concepts	2988-1	Work Station-Grommet	109.15
531717	12/05/2023	A1 Office Concepts	2988-1	Work Station-Drawer Pull, Bla...	41.90
531717	12/05/2023	A1 Office Concepts	2989-1	Chair Black Footring W/Arms	281.14
531717	12/05/2023	A1 Office Concepts	31712-1	Work Station-Grommet	57.33
531717	12/05/2023	A1 Office Concepts	31712-1	Work Station-Dictation Slide	97.02
531717	12/05/2023	A1 Office Concepts	31712-1	Work Station-Pedestal Lock	104.19
531717	12/05/2023	A1 Office Concepts	31712-1	Work Station-Pick UP, Deliver...	475.00
531717	12/05/2023	A1 Office Concepts	31712-1	Work Station-Return 24 X 42, ...	554.51
531717	12/05/2023	A1 Office Concepts	31712-1	Work Station-Drawer Pull, Bla...	52.92
531717	12/05/2023	A1 Office Concepts	31712-1	Work Station-Hutch, 14 X 69 X...	1,104.37
531717	12/05/2023	A1 Office Concepts	31712-1	Desk, Single Ped FF, 24 X 72	1,188.89
531717	12/05/2023	A1 Office Concepts	31712-1	3 Drawer Lateral File W/Lock, ...	858.85
				<b>Vendor 6568 - A1 Office Concepts Total:</b>	<b>15,874.43</b>
<b>Vendor: 7318 - A-A Backflow Testing &amp; Maintenance</b>					
531718	12/05/2023	A-A Backflow Testing & Main...	84561	Backflow Repairs	510.00
531718	12/05/2023	A-A Backflow Testing & Main...	84609	Replace Backflow Preventer-S...	88.00
531718	12/05/2023	A-A Backflow Testing & Main...	84609	Replace Backflow Preventer	1,796.00
				<b>Vendor 7318 - A-A Backflow Testing &amp; Maintenance Total:</b>	<b>2,394.00</b>
<b>Vendor: 7353 - ACE Whatever It Takes</b>					
531719	12/05/2023	ACE Whatever It Takes	6174	Tarp 12 X 16	37.47
531719	12/05/2023	ACE Whatever It Takes	6180	Bar 12-3/4 in. Pry Bar 1 pc	6.61
531719	12/05/2023	ACE Whatever It Takes	6180	4" D X 5/8" Aluminum Oxide F...	13.21
531719	12/05/2023	ACE Whatever It Takes	6180	Master Lock 4-11/16" H X 1-3...	33.06
531719	12/05/2023	ACE Whatever It Takes	6180	4" D X 3/8" Aluminum Oxide ...	11.01
				<b>Vendor 7353 - ACE Whatever It Takes Total:</b>	<b>101.36</b>
<b>Vendor: 0180 - Administrative Services Co-op, Inc.</b>					
531720	12/05/2023	Administrative Services Co-op,...	231020	DAR October 23	9,001.66
				<b>Vendor 0180 - Administrative Services Co-op, Inc. Total:</b>	<b>9,001.66</b>
<b>Vendor: 6664 - Alliant Insurance Services</b>					
531721	12/05/2023	Alliant Insurance Services	2484661	Special Event Insurance	329.00
				<b>Vendor 6664 - Alliant Insurance Services Total:</b>	<b>329.00</b>
<b>Vendor: 4060 - Allianz Life Insurance Co.</b>					
531722	12/05/2023	Allianz Life Insurance Co.	November 23	Employee Life Insurance Nov...	53.00
				<b>Vendor 4060 - Allianz Life Insurance Co. Total:</b>	<b>53.00</b>

**Warrant Register**

**Payment Dates: 11/22/2023 - 12/5/2023**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)</b>					
531723	12/05/2023	Allied Waste Transfer Services ..	4404-000022165	Dump Fee	553.72
<b>Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:</b>					<b>553.72</b>
<b>Vendor: 12155 - Amazon Capital Services</b>					
531724	12/05/2023	Amazon Capital Services	11CH-WHPW-6J1X	3" Heavy Duty Spring Snap Ho...	41.88
531724	12/05/2023	Amazon Capital Services	16QW-YNMF-D37J	HR-Office Supplies	44.09
531724	12/05/2023	Amazon Capital Services	17DQ-X3V7-6QCD	Large Christmas Bows	92.58
531724	12/05/2023	Amazon Capital Services	1C4M-R1K3-94V7	Thermal Laminating Pouches, ...	18.73
531724	12/05/2023	Amazon Capital Services	1D41-TN96-CGH3	Motorized Standing Desk Con...	308.68
531724	12/05/2023	Amazon Capital Services	1F3J-GV7J-PWWQ	HR-Office Supplies	44.09
531724	12/05/2023	Amazon Capital Services	1L9R-VKFR-6YQ1	Toner Cartridge	198.44
531724	12/05/2023	Amazon Capital Services	1R1D-GCDL-3YKR	Sterile Flexible Fabric Adhesive..	19.64
531724	12/05/2023	Amazon Capital Services	1WDX-3JV9-DNDG	Highlighters, Chisel Tip 12-Pk	4.29
<b>Vendor 12155 - Amazon Capital Services Total:</b>					<b>772.42</b>
<b>Vendor: 7408 - American Fidelity</b>					
10996	12/01/2023	American Fidelity	2160098A	Employee Flexible Spending A...	1,834.29
<b>Vendor 7408 - American Fidelity Total:</b>					<b>1,834.29</b>
<b>Vendor: 0285 - Amtech Elevator Services</b>					
531725	12/05/2023	Amtech Elevator Services	151401385013	Elevator Maintenance Decem...	671.34
<b>Vendor 0285 - Amtech Elevator Services Total:</b>					<b>671.34</b>
<b>Vendor: 3334 - Autozone, Inc.</b>					
531726	12/05/2023	Autozone, Inc.	2859828967	Duralast Gold Power Sport Bat...	112.06
531726	12/05/2023	Autozone, Inc.	2859828967	Duralast Gold Power Sport Bat...	2.00
531726	12/05/2023	Autozone, Inc.	2859829887	20" Wiper Blade	38.12
531726	12/05/2023	Autozone, Inc.	2859829887	10W-30 Motor Oil	25.92
531726	12/05/2023	Autozone, Inc.	2859829887	Ultimate Protectant Spray 15....	14.34
531726	12/05/2023	Autozone, Inc.	2859829887	Turtle Wax Max Power Car W...	9.74
531726	12/05/2023	Autozone, Inc.	2859829887	Invisible Glass Cleaner	6.66
531726	12/05/2023	Autozone, Inc.	2859829887	24" Wiper Blade	46.28
531726	12/05/2023	Autozone, Inc.	2859829887	Wiper Blade	44.30
<b>Vendor 3334 - Autozone, Inc. Total:</b>					<b>299.42</b>
<b>Vendor: 0415 - B.D. White Top Soil Co.</b>					
531727	12/05/2023	B.D. White Top Soil Co.	89675	Mini Decorative Bark	82.69
531727	12/05/2023	B.D. White Top Soil Co.	89703	Brwon Bark	165.38
<b>Vendor 0415 - B.D. White Top Soil Co. Total:</b>					<b>248.07</b>
<b>Vendor: 12940 - Blue Ridge Mechanical</b>					
531728	12/05/2023	Blue Ridge Mechanical	366	Load Bank Services for New G...	2,096.00
<b>Vendor 12940 - Blue Ridge Mechanical Total:</b>					<b>2,096.00</b>
<b>Vendor: 7319 - California State Disbursement Unit</b>					
531710	11/22/2023	California State Disbursement...	120123-1622	Employee Garnishment-Pay D...	230.76
531711	11/22/2023	California State Disbursement...	120123-8004	Employee Garnishment-Pay D...	70.61
531729	12/05/2023	California State Disbursement...	112823-1622	Employee Garnishment-Pay D...	230.76
531730	12/05/2023	California State Disbursement...	112823-8004	Employee Garnishment-Pay D...	70.61
<b>Vendor 7319 - California State Disbursement Unit Total:</b>					<b>602.74</b>
<b>Vendor: 12453 - Capital One Public Funding LLC</b>					
11001	11/30/2023	Capital One Public Funding LLC	113023	Debt Service Payment	233,533.60
<b>Vendor 12453 - Capital One Public Funding LLC Total:</b>					<b>233,533.60</b>
<b>Vendor: 3561 - CivicPlus, LLC</b>					
531731	12/05/2023	CivicPlus, LLC	284245	Municode Electronic Update	741.00
<b>Vendor 3561 - CivicPlus, LLC Total:</b>					<b>741.00</b>
<b>Vendor: 12704 - David Evans &amp; Associates, Inc.</b>					
531732	12/05/2023	David Evans & Associates, Inc.	549379	Engineering Design Services-N...	10,438.50
531732	12/05/2023	David Evans & Associates, Inc.	549379	Engineering Design Services-N...	10,438.50
<b>Vendor 12704 - David Evans &amp; Associates, Inc. Total:</b>					<b>20,877.00</b>

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Payment Dates: 11/22/2023 - 12/5/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 4694 - Deborah Dixon</b>					
531733	12/05/2023	Deborah Dixon	11132023	Mileage Reimbursement	165.06
				<b>Vendor 4694 - Deborah Dixon</b>	<b>Total: 165.06</b>
<b>Vendor: 1080 - Department of Transportation</b>					
531734	12/05/2023	Department of Transportation	SL240202	Signals & Lighting July-Sept...	4,496.36
				<b>Vendor 1080 - Department of Transportation</b>	<b>Total: 4,496.36</b>
<b>Vendor: 2095 - Ewing Irrigation Products</b>					
531735	12/05/2023	Ewing Irrigation Products	21061011	Digging Trench Shovel	24.06
531735	12/05/2023	Ewing Irrigation Products	21061011	Digging Trench Shovel	30.29
531735	12/05/2023	Ewing Irrigation Products	21061011	3/4 Marlex 90 Street Ell TT	39.69
				<b>Vendor 2095 - Ewing Irrigation Products</b>	<b>Total: 94.04</b>
<b>Vendor: 7116 - Ferguson Waterworks #1083</b>					
531736	12/05/2023	Ferguson Waterworks #1083	0015832	1" Neptune T-10 R900i Meter,...	6,842.30
531736	12/05/2023	Ferguson Waterworks #1083	0019315	Annual Neptune 360 AMR Sub...	6,950.00
				<b>Vendor 7116 - Ferguson Waterworks #1083</b>	<b>Total: 13,792.30</b>
<b>Vendor: 3070 - Grainger</b>					
531737	12/05/2023	Grainger	9896934255	Dry Wipe, 12" X 12-1/2", Red ...	132.94
531737	12/05/2023	Grainger	9902852921	Worm Gear Hose Clamp 9/16"...	125.55
				<b>Vendor 3070 - Grainger</b>	<b>Total: 258.49</b>
<b>Vendor: 7118 - Gruber and Lopez, Inc.</b>					
531738	12/05/2023	Gruber and Lopez, Inc.	4604	FY 2022-23 Audit Final Billing	7,481.50
531738	12/05/2023	Gruber and Lopez, Inc.	4604	FY 2022-23 Audit Final Billing	7,481.50
				<b>Vendor 7118 - Gruber and Lopez, Inc.</b>	<b>Total: 14,963.00</b>
<b>Vendor: 6946 - Hach Company</b>					
531739	12/05/2023	Hach Company	13655288	TBG TPE Tube .125 OD .062 ID	113.45
531739	12/05/2023	Hach Company	13820483	Ammonia Cyanurate 100-Pk	166.23
531739	12/05/2023	Hach Company	13820483	Ammonia/Monochloramine	102.75
531739	12/05/2023	Hach Company	13820483	PH Buffer Solution Kit 500 ml	73.08
531739	12/05/2023	Hach Company	13820483	DPD Free Chlorine 10 ml 100-...	62.95
531739	12/05/2023	Hach Company	13820483	Ammonia/Monochloramine	42.17
531739	12/05/2023	Hach Company	13820483	PH Storage Solution 500 ml	59.48
531739	12/05/2023	Hach Company	13820483	DPD TOT Chlorine 10 ml 100-Pk	205.07
531739	12/05/2023	Hach Company	13820483	Ammonia/Monochloramine	47.30
531739	12/05/2023	Hach Company	13820483	Acidic Surfactant Wash	45.59
531739	12/05/2023	Hach Company	13820483	Ammonia/Monochloramine	60.80
531739	12/05/2023	Hach Company	13820483	Ammonia Salicylate PP 100-Pk	262.40
531739	12/05/2023	Hach Company	13820483	Monochloramine 100-Pk	326.28
531739	12/05/2023	Hach Company	13820483	Reagent Set, Chlorine Total CL...	333.68
531739	12/05/2023	Hach Company	2213898	Returning TBG PVC Tube 11/1...	-202.08
531739	12/05/2023	Hach Company	2213898	Returning PVC Tube 1/16" ID X...	-178.27
				<b>Vendor 6946 - Hach Company</b>	<b>Total: 1,520.88</b>
<b>Vendor: 12963 - Hanna Kim</b>					
531740	12/05/2023	Hanna Kim	112023	Dial-A-Ride Refund	19.00
				<b>Vendor 12963 - Hanna Kim Total:</b>	<b>19.00</b>
<b>Vendor: 3036 - Harbor Freight Tools USA, Inc.</b>					
531741	12/05/2023	Harbor Freight Tools USA, Inc.	1030562	12' x 16' Extreme Duty Tarp	38.58
				<b>Vendor 3036 - Harbor Freight Tools USA, Inc.</b>	<b>Total: 38.58</b>
<b>Vendor: 3052 - Home Depot Credit Services</b>					
531742	12/05/2023	Home Depot Credit Services	2016540	1.5" X 3.5" Prime Stud	6.55
531742	12/05/2023	Home Depot Credit Services	2016540	CA Lumber Fee	0.04
531742	12/05/2023	Home Depot Credit Services	2016540	5/8" x 4' x 8' EcoSmart Fireco...	19.21
531742	12/05/2023	Home Depot Credit Services	3525414	3/8" MIP x 1/4" FIP Brass Bush...	6.01
531742	12/05/2023	Home Depot Credit Services	3525414	3/8" MIP Brass Plug Fitting	10.46
531742	12/05/2023	Home Depot Credit Services	3525414	1/4" Push-To-Connect Polypr...	6.91
531742	12/05/2023	Home Depot Credit Services	3525415	4-1/2" Stainless Steel Adjustab...	9.82
531742	12/05/2023	Home Depot Credit Services	3525415	Stainless Steel Nylon Lock Nut...	3.04
531742	12/05/2023	Home Depot Credit Services	3525415	Mach Screw	3.04

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
531742	12/05/2023	Home Depot Credit Services	4646356	Blend Mop Head Refil	25.29
531742	12/05/2023	Home Depot Credit Services	4646356	128 fl. oz. Premium Protection...	22.01
531742	12/05/2023	Home Depot Credit Services	4646356	Dawn Ultra 70 oz. Original Sce...	21.98
531742	12/05/2023	Home Depot Credit Services	4646356	Multi-Surface Duster Refills 18...	17.37
531742	12/05/2023	Home Depot Credit Services	4646356	Liquid Floor Cleaner 42.2 oz 2...	14.30
531742	12/05/2023	Home Depot Credit Services	8034129	Resist Cable Tie 100-Pk	35.43
531742	12/05/2023	Home Depot Credit Services	8034129	CA Lumber Fee	2.51
531742	12/05/2023	Home Depot Credit Services	8034129	Flywod 0.688" X 48" X 96"	252.69
				<b>Vendor 3052 - Home Depot Credit Services</b>	<b>Total: 456.66</b>
<b>Vendor: 12288 - Infosend, Inc.</b>					
531743	12/05/2023	Infosend, Inc.	249383	Pro 218 Mailing Services	14,207.92
				<b>Vendor 12288 - Infosend, Inc. Total:</b>	<b>14,207.92</b>
<b>Vendor: 4675 - Jason Filbern</b>					
531744	12/05/2023	Jason Filbern	112023	Reimbursement for Work Pan...	201.93
				<b>Vendor 4675 - Jason Filbern</b>	<b>Total: 201.93</b>
<b>Vendor: 12970 - Jennifer Howell</b>					
531745	12/05/2023	Jennifer Howell	112723	Wellness Reimbursement	150.00
				<b>Vendor 12970 - Jennifer Howell Total:</b>	<b>150.00</b>
<b>Vendor: 7420 - JFS Care</b>					
531746	12/05/2023	JFS Care	October 23	Services-Lifeline	741.00
				<b>Vendor 7420 - JFS Care</b>	<b>Total: 741.00</b>
<b>Vendor: 12069 - Joe A. Gonsalves &amp; Son</b>					
531747	12/05/2023	Joe A. Gonsalves & Son	161196	Consulting Services November...	3,000.00
				<b>Vendor 12069 - Joe A. Gonsalves &amp; Son Total:</b>	<b>3,000.00</b>
<b>Vendor: 7498 - Johnson Controls Security Solutions</b>					
531748	12/05/2023	Johnson Controls Security Solu...	39511079	Museum Security December 2...	281.37
				<b>Vendor 7498 - Johnson Controls Security Solutions</b>	<b>Total: 281.37</b>
<b>Vendor: 3130 - L.A. County Department of Animal Care &amp; Control</b>					
531749	12/05/2023	L.A. County Department of An...	October 23	Animal Housing October 23	-1,182.50
531749	12/05/2023	L.A. County Department of An...	October 23	Animal Housing October 23	8,391.75
				<b>Vendor 3130 - L.A. County Department of Animal Care &amp; Control</b>	<b>Total: 7,209.25</b>
<b>Vendor: 3048 - L.A. County Sheriff's Department</b>					
531750	12/05/2023	L.A. County Sheriff's Departm...	241006EC	October 23	313,036.28
531750	12/05/2023	L.A. County Sheriff's Departm...	241006EC	October 23	18,883.78
531750	12/05/2023	L.A. County Sheriff's Departm...	241006EC	October 23	39,730.41
531750	12/05/2023	L.A. County Sheriff's Departm...	241137EC	Traffic Enforcement October ...	2,778.63
				<b>Vendor 3048 - L.A. County Sheriff's Department</b>	<b>Total: 374,429.10</b>
<b>Vendor: 12247 - LegalShield</b>					
531751	12/05/2023	LegalShield	November 23	Employee Legal Insurance Be...	88.45
				<b>Vendor 12247 - LegalShield Total:</b>	<b>88.45</b>
<b>Vendor: 6349 - Liebert Cassidy Whitmore</b>					
531752	12/05/2023	Liebert Cassidy Whitmore	253445	HR Attorney	43.50
531752	12/05/2023	Liebert Cassidy Whitmore	253445	HR Attorney	43.50
				<b>Vendor 6349 - Liebert Cassidy Whitmore</b>	<b>Total: 87.00</b>
<b>Vendor: 6442 - Lincoln National Life Insurance Co.</b>					
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	34.84
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	219.80
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	21.84
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	109.05
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	43.16
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	212.76
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	5.20
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	27.25
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	29.86
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	15.60
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	46.80
10995	12/01/2023	Lincoln National Life Insurance...	4628542882	Employee Life/STD/LTD Insur...	244.54

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	27.56
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	153.28
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	30.68
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	116.80
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	41.60
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	168.65
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	19.76
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	97.26
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	138.76
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	45.76
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	20.80
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	67.32
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	3.12
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	13.55
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	1.04
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	4.32
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	6.76
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	50.81
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	6.24
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	30.65
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	29.64
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	145.42
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	5.20
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	29.16
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	520.08
10995	12/01/2023	Lincoln National Life Insurance..	4628542882	Employee Life/STD/LTD Insur...	114.40

**Vendor 6442 - Lincoln National Life Insurance Co. Total: 2,899.32**

**Vendor: 6110 - Loprest, Division of WRT**

531753	12/05/2023	Loprest, Division of WRT	4015112	Valve Solenoid Manifold Asse...	1,752.39
531753	12/05/2023	Loprest, Division of WRT	4015112	Valve Solenoid Manifold Asse...	1,082.39
531753	12/05/2023	Loprest, Division of WRT	4015112	Valve Solenoid Manifold Asse...	2,153.56

**Vendor 6110 - Loprest, Division of WRT Total: 4,988.34**

**Vendor: 3069 - M & N Trophies**

531754	12/05/2023	M & N Trophies	5245	Name Plate	150.22
531754	12/05/2023	M & N Trophies	5245	7 X 9 Plaque, 5 Years	185.00
531754	12/05/2023	M & N Trophies	5245	Engraving on Plate	43.23

**Vendor 3069 - M & N Trophies Total: 378.45**

**Vendor: 6020 - Mark Waronek**

531755	12/05/2023	Mark Waronek	112723	Mileage & Conference Registr...	1,617.57
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**Vendor 6020 - Mark Waronek Total: 1,617.57**

**Vendor: 3217 - MissionSquare Retirement**

10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	11,721.42
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	365.26
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	330.87
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	34.95
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	157.29
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	132.82
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	362.77
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	286.06
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	269.50
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	257.10
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	136.73
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	292.36
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	234.78
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	29.14
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	15.19
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	12.71
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	90.00
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	113.28

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10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	157.29
10998	11/30/2023	MissionSquare Retirement	PE112423	Deferred Compensation Pay D...	1,139.88
<b>Vendor 3217 - MissionSquare Retirement Total:</b>					<b>16,139.40</b>

**Vendor: 4669 - Mondher Saied**

10997	12/01/2023	Mondher Saied	December 23	Cobra Benefits December 23	338.87
10997	12/01/2023	Mondher Saied	December 23	Cobra Benefits December 23	414.18
<b>Vendor 4669 - Mondher Saied Total:</b>					<b>753.05</b>

**Vendor: 7496 - Numa Networks**

531756	12/05/2023	Numa Networks	35445	New Laptops Setup for Public...	858.83
531756	12/05/2023	Numa Networks	35445	New Laptops Setup for Public...	858.82
531756	12/05/2023	Numa Networks	35449	UPS X 750VA Tower/Rack 120...	1,598.99
531756	12/05/2023	Numa Networks	35449	Basic Rack 1.8kVA PDU-10X N...	585.03
531756	12/05/2023	Numa Networks	35449	Replace 3 UPS & 4 PDU-Labor	2,880.00
531756	12/05/2023	Numa Networks	35449	Electronic Waste Recycling Fee	25.00
531756	12/05/2023	Numa Networks	35449	UPS SMX 150VA Tower/Rack ...	3,746.11
<b>Vendor 7496 - Numa Networks Total:</b>					<b>10,552.78</b>

**Vendor: 6594 - Office Depot Business Solutions, LLC**

531757	12/05/2023	Office Depot Business Solutio...	340396057001	McCafe, Prem, Roast 30 Oz	47.96
531757	12/05/2023	Office Depot Business Solutio...	340396057001	Bigelow Green Tea 28-Bx	5.45
531757	12/05/2023	Office Depot Business Solutio...	340676925001	Copy Paper	105.82
531757	12/05/2023	Office Depot Business Solutio...	340676925001	Copier Paper, Ledger Size (11" ...	31.41
531757	12/05/2023	Office Depot Business Solutio...	341810537001	Toner, Brother, Magenta	89.29
<b>Vendor 6594 - Office Depot Business Solutions, LLC Total:</b>					<b>279.93</b>

**Vendor: 7143 - Onward Engineering**

531758	12/05/2023	Onward Engineering	7203	Design Services for Zone G Wa...	4,899.00
<b>Vendor 7143 - Onward Engineering Total:</b>					<b>4,899.00</b>

**Vendor: 4105 - Pacific Western Bank**

10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	2,477.05
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	18,137.69
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	9.47
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	272.63
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	101.72
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	151.63
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	31.65
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	57.06
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	32.92
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	6.74
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	207.57
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	9.33
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	117.77
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	114.52
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	100.53
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	17.00
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	85.93
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	97.38
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	11.48
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	130.09
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	20.68
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	72.35
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	10.60
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	12.85
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	4.05
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	1.11
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	61.25
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	29.40
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	131.99
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	32.13
10999	11/30/2023	Pacific Western Bank	PE112423	Federal & Medicare Taxes-Pay...	467.30

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11000	11/30/2023	Pacific Western Bank	PE112423A	State Tax Withholdings-Pay E...	6,814.40
				<b>Vendor 4105 - Pacific Western Bank</b>	<b>Total: 29,828.27</b>

**Vendor: 12962 - Paige Mercado**

531759	12/05/2023	Paige Mercado	2004270.001	Refund-Dog Obedience Just Ch..	165.00
				<b>Vendor 12962 - Paige Mercado Total:</b>	<b>165.00</b>

**Vendor: 9052 - Pixel Graphic Design**

531760	12/05/2023	Pixel Graphic Design	1067	ACFR FY 2022-23	377.05
531760	12/05/2023	Pixel Graphic Design	1067	ACFR FY 2022-23	377.06
				<b>Vendor 9052 - Pixel Graphic Design</b>	<b>Total: 754.11</b>

**Vendor: 4090 - Public Employee Retirement System**

10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	13,138.89
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	26.56
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	831.93
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	759.02
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	319.70
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	204.50
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	234.71
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	276.88
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	268.14
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	581.70
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	338.60
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	162.07
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	204.17
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	195.17
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	1,308.50
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	379.72
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	171.51
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	286.78
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	330.14
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	372.99
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	1,125.89
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	319.95
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	544.17
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	198.63
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	330.69
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	481.16
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	145.27
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	354.55
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	47.19
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	33.53
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	18.46
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	22.07
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	2.95
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	146.81
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	321.07
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	62.92
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	67.06
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	73.84
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	89.38
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	539.82
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	281.63
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	162.07
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	845.82
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	1,194.70
10994	11/22/2023	Public Employee Retirement S...	PE111023	Retirement Contributions-Pay...	1,147.85
				<b>Vendor 4090 - Public Employee Retirement System</b>	<b>Total: 28,949.16</b>

**Vendor: 12265 - R C Foster Corporation**

531761	12/05/2023	R C Foster Corporation	01-23-081	CWPF Upgrades	22,013.81
				<b>Vendor 12265 - R C Foster Corporation Total:</b>	<b>22,013.81</b>

**Warrant Register**

**Payment Dates: 11/22/2023 - 12/5/2023**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 12173 - Race Communications</b>					
531762	12/05/2023	Race Communications	RC1028506	Internet Access SBCOG Nove...	1,530.00
531762	12/05/2023	Race Communications	RC1028506	Internet Access SBCOG Nove...	1,530.00
<b>Vendor 12173 - Race Communications Total:</b>					<b>3,060.00</b>
<b>Vendor: 12285 - Roadline Products Inc. USA</b>					
531763	12/05/2023	Roadline Products Inc. USA	19302	No Parking Sign 18 X 24-Street...	6,835.50
531763	12/05/2023	Roadline Products Inc. USA	19302	2 1/4" X 30" Anchor	821.75
531763	12/05/2023	Roadline Products Inc. USA	19322	Street Sign 18 X 36	212.43
<b>Vendor 12285 - Roadline Products Inc. USA Total:</b>					<b>7,869.68</b>
<b>Vendor: 6750 - Samurai Action Studio, Inc.</b>					
531764	12/05/2023	Samurai Action Studio, Inc.	111323	Gymnastics Instructor	1,118.77
<b>Vendor 6750 - Samurai Action Studio, Inc. Total:</b>					<b>1,118.77</b>
<b>Vendor: 7394 - Sharmone P. La Rose</b>					
531765	12/05/2023	Sharmone P. La Rose	112123	Gentle Yoga Class Instructor	663.00
<b>Vendor 7394 - Sharmone P. La Rose Total:</b>					<b>663.00</b>
<b>Vendor: 7233 - Siteone Landscape Supply, LLC</b>					
531766	12/05/2023	Siteone Landscape Supply, LLC	136365295-001	Pro-Trade Oscillating Hoe 6" S...	21.99
<b>Vendor 7233 - Siteone Landscape Supply, LLC Total:</b>					<b>21.99</b>
<b>Vendor: 5050 - Southern California Edison Co.</b>					
531714	11/28/2023	Southern California Edison Co.	7000371300331-111523	City Hall	6,157.91
531714	11/28/2023	Southern California Edison Co.	700315053620-111523	Lomita Park	15.23
531714	11/28/2023	Southern California Edison Co.	700480902095-112023	Narbonne Pedestrian Crosswa...	151.75
<b>Vendor 5050 - Southern California Edison Co. Total:</b>					<b>6,324.89</b>
<b>Vendor: 6172 - State Water Resources Control Board</b>					
531767	12/05/2023	State Water Resources Control..	SW-0269556	Annual Permit Fee July 23-Jun...	10,602.00
<b>Vendor 6172 - State Water Resources Control Board Total:</b>					<b>10,602.00</b>
<b>Vendor: 4667 - Susan Kamada</b>					
531712	11/22/2023	Susan Kamada	112023	Employee Appreciation Raffle	1,500.00
<b>Vendor 4667 - Susan Kamada Total:</b>					<b>1,500.00</b>
<b>Vendor: 3956 - Ted's Plumbing Service Inc.</b>					
531768	12/05/2023	Ted's Plumbing Service Inc.	38464	Install Drain for New Sink	1,545.20
<b>Vendor 3956 - Ted's Plumbing Service Inc. Total:</b>					<b>1,545.20</b>
<b>Vendor: 6085 - Thompson Building Materials</b>					
531769	12/05/2023	Thompson Building Materials	IV-158457	Quick Anchoring Cement 10 lb	73.56
531769	12/05/2023	Thompson Building Materials	IV-158457	WD-40 18 oz Big Blast	12.01
531769	12/05/2023	Thompson Building Materials	IV-158465	Baron Bag 14 X 26 Ply Bag	130.09
531769	12/05/2023	Thompson Building Materials	IV-158465	Plaster Sand Scoop	130.35
531769	12/05/2023	Thompson Building Materials	IV-158566	Sir Mix Pallet Deposit	40.79
531769	12/05/2023	Thompson Building Materials	IV-158566	Sir Mix 60 lb Concrete Mix	276.24
531769	12/05/2023	Thompson Building Materials	IV-158981	Sir Mix Pallet Deposit	40.79
531769	12/05/2023	Thompson Building Materials	IV-158981	Sir Mix 60 lb Concrete Mix	276.24
<b>Vendor 6085 - Thompson Building Materials Total:</b>					<b>980.07</b>
<b>Vendor: 12170 - T-Mobile</b>					
531770	12/05/2023	T-Mobile	112023	City Mobile Internet-manage...	19.74
531770	12/05/2023	T-Mobile	112023	City Mobile Internet-Code Enf...	25.90
531770	12/05/2023	T-Mobile	112023	City Mobile Internet-Recreati...	25.90
531770	12/05/2023	T-Mobile	112023	City Mobile Internet-Recreati...	29.40
531770	12/05/2023	T-Mobile	112023	City Mobile Internet-Park 6594	25.90
531770	12/05/2023	T-Mobile	112023	City Mobile Internet-Water 40...	29.40
<b>Vendor 12170 - T-Mobile Total:</b>					<b>156.24</b>
<b>Vendor: 12671 - Torrance Auto Repair</b>					
531771	12/05/2023	Torrance Auto Repair	0182878	2006 Dodge Ram 2500-Towing..	175.00
531771	12/05/2023	Torrance Auto Repair	0182878	2006 Dodge Ram 2500-Labor	490.00
531771	12/05/2023	Torrance Auto Repair	0182878	2006 Dodge Ram 2500-Fuel P...	721.20
<b>Vendor 12671 - Torrance Auto Repair Total:</b>					<b>1,386.20</b>



Warrant Register

Payment Dates: 11/22/2023 - 12/5/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 7451 - TPX Communications</b>					
531713	11/22/2023	TPX Communications	175675961-0	Internet & Phone Services No...	8.77
531713	11/22/2023	TPX Communications	175675961-0	Internet & Phone Services No...	8.76
<b>Vendor 7451 - TPX Communications Total:</b>					<b>17.53</b>
<b>Vendor: 9100 - Tripepi Smith and Associates</b>					
531772	12/05/2023	Tripepi Smith and Associates	11230	Citywide Communication & E...	3,347.08
531772	12/05/2023	Tripepi Smith and Associates	11230	Citywide Communication & E...	3,347.09
<b>Vendor 9100 - Tripepi Smith and Associates Total:</b>					<b>6,694.17</b>
<b>Vendor: 6477 - Verizon Wireless Government Mkts</b>					
531773	12/05/2023	Verizon Wireless Government...	9949342745	City Council	98.88
531773	12/05/2023	Verizon Wireless Government...	9949342745	City Manager	49.64
531773	12/05/2023	Verizon Wireless Government...	9949342745	Emergency (Mifi 1)	19.76
531773	12/05/2023	Verizon Wireless Government...	9949342745	Community & Economic Deve...	128.54
531773	12/05/2023	Verizon Wireless Government...	9949342745	Facilities	52.13
531773	12/05/2023	Verizon Wireless Government...	9949342745	Recreation	97.97
531773	12/05/2023	Verizon Wireless Government...	9949342745	Park	39.10
531773	12/05/2023	Verizon Wireless Government...	9949342745	Public Work-Street	85.28
531773	12/05/2023	Verizon Wireless Government...	9949342745	Water	122.65
<b>Vendor 6477 - Verizon Wireless Government Mkts Total:</b>					<b>693.95</b>
<b>Vendor: 7063 - Westfield Electric</b>					
531774	12/05/2023	Westfield Electric	3390	Install New Conduit-Labor	1,320.00
531774	12/05/2023	Westfield Electric	3390	Install New Conduit-Materials	83.65
531774	12/05/2023	Westfield Electric	3391	Repair Lights & Power to Cord...	440.00
531774	12/05/2023	Westfield Electric	3391	Repair Lights & Power to Cord...	33.50
531774	12/05/2023	Westfield Electric	3394	Remove Outlet & Prepare for ...	1,760.00
531774	12/05/2023	Westfield Electric	3394	Remove Outlet & Prepare for ...	323.32
531774	12/05/2023	Westfield Electric	3398	New Access Box & Timeclock...	1,500.25
531774	12/05/2023	Westfield Electric	3398	New Access Box & Timeclock...	1,320.00
531774	12/05/2023	Westfield Electric	3399	120 Volt Small Wall Mounted ...	270.00
531774	12/05/2023	Westfield Electric	3399	Replace Lights-Labor	440.00
<b>Vendor 7063 - Westfield Electric Total:</b>					<b>7,490.72</b>
<b>Vendor: 12250 - William D. Uphoff</b>					
531775	12/05/2023	William D. Uphoff	111723	Mileage & Parking Reimburse...	35.48
<b>Vendor 12250 - William D. Uphoff Total:</b>					<b>35.48</b>
<b>Vendor: 3666 - Yamada Company Inc.</b>					
531776	12/05/2023	Yamada Company Inc.	83687	HCA2620 Eco Trimmer	524.74
531776	12/05/2023	Yamada Company Inc.	83687	Line 095 5 lb	77.12
531776	12/05/2023	Yamada Company Inc.	83687	Catchy Can Mini 20G	48.45
<b>Vendor 3666 - Yamada Company Inc. Total:</b>					<b>650.31</b>
<b>Vendor: 6102 - Yunex, LLC</b>					
531777	12/05/2023	Yunex, LLC	90000802	Street Light Maintenance Sep...	169.83
531777	12/05/2023	Yunex, LLC	90000803	Traffic Signal Maintenance Se...	443.03
<b>Vendor 6102 - Yunex, LLC Total:</b>					<b>612.86</b>
<b>Grand Total:</b>					<b>907,284.69</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	540,906.99
205 - State Gas Tax	24,742.31
209 - Measure M	10,438.50
211 - Measure W	10,602.00
215 - Community Development Block Grant	741.00
220 - Proposition A Local Return	9,178.50
255 - Park Athletic	46.67
311 - Street Improvement	1,273.35
510 - Water Operations	46,812.96
520 - Water Capital	262,542.41
<b>Grand Total:</b>	<b>907,284.69</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-2405.000	Deposits Held in Trust	14,207.92
100-000-2424.000	Management Trust	1,500.00
100-000-2508.000	Garnishment	602.74
100-000-2510.000	PERS	13,138.89
100-000-2524.000	Other Employee Deducti...	88.45
100-000-2550.000	Federal Withholding	20,614.74
100-000-2555.000	State Withholding	6,814.40
100-000-2560.000	Deferred Compensation	11,721.42
100-000-2563.000	Flex 125 Reimbursement	1,834.29
100-000-4455.000	Parks and Recreation Fe...	165.00
100-000-4465.000	Animal Care and Control	-1,182.50
100-110-5207.000	Medicare	9.47
100-110-5217.000	PERS Tier 3 (2%@62)	26.56
100-110-5415.000	Communications	98.88
100-110-5430.000	Conferences and Meetin...	1,653.05
100-125-5205.000	Health Insurance	619.90
100-125-5207.000	Medicare	272.63
100-125-5215.000	PERS Tier 1 (2.5%@55)	831.93
100-125-5216.000	PERS Tier 2 (2%@60)	759.02
100-125-5217.000	PERS Tier 3 (2%@62)	319.70
100-125-5345.000	Contractual Services	6,347.08
100-125-5415.000	Communications	49.64
100-130-5205.000	Health Insurance	461.76
100-130-5207.000	Medicare	101.72
100-130-5215.000	PERS Tier 1 (2.5%@55)	204.50
100-130-5216.000	PERS Tier 2 (2%@60)	234.71
100-130-5217.000	PERS Tier 3 (2%@62)	276.88
100-130-5505.000	Office Supplies and Expe...	284.22
100-130-5755.000	Special Department Supp..	1,119.45
100-210-5205.000	Health Insurance	290.87
100-210-5207.000	Medicare	151.63
100-210-5215.000	PERS Tier 1 (2.5%@55)	268.14
100-210-5216.000	PERS Tier 2 (2%@60)	581.70
100-210-5217.000	PERS Tier 3 (2%@62)	338.60
100-210-5310.000	Auditors	7,481.50
100-210-5505.000	Office Supplies and Expe...	377.05
100-230-5205.000	Health Insurance	189.74
100-230-5207.000	Medicare	31.65
100-230-5217.000	PERS Tier 3 (2%@62)	162.07
100-230-5305.000	Legal Services	43.50
100-230-5345.000	Contractual Services	60.00
100-230-5755.000	Special Department Supp..	403.24
100-330-5320.000	Sheriff Contract	315,814.91

## Account Summary

Account Number	Account Name	Payment Amount
100-330-5321.000	Core Deputy	18,883.78
100-330-5323.000	Liability Trust Fund	39,730.41
100-333-5755.000	Special Department Supp..	19.76
100-335-5205.000	Health Insurance	178.28
100-335-5207.000	Medicare	89.98
100-335-5216.000	PERS Tier 2 (2%@60)	204.17
100-335-5217.000	PERS Tier 3 (2%@62)	195.17
100-336-5325.000	Animal Care and Control	8,391.75
100-410-5205.000	Health Insurance	654.11
100-410-5207.000	Medicare	214.31
100-410-5217.000	PERS Tier 3 (2%@62)	1,308.50
100-410-5340.000	Professional Services	5,400.00
100-410-5415.000	Communications	174.18
100-440-5345.000	Contractual Services	2,388.83
100-440-5415.000	Communications	8.77
100-440-5525.000	Equipment Under \$5k	5,397.70
100-605-5205.000	Health Insurance	805.77
100-605-5207.000	Medicare	127.10
100-605-5215.000	PERS Tier 1 (2.5%@55)	379.72
100-605-5216.000	PERS Tier 2 (2%@60)	171.51
100-605-5217.000	PERS Tier 3 (2%@62)	286.78
100-610-5205.000	Health Insurance	416.98
100-610-5207.000	Medicare	114.52
100-610-5216.000	PERS Tier 2 (2%@60)	330.14
100-610-5217.000	PERS Tier 3 (2%@62)	372.99
100-710-5205.000	Health Insurance	467.35
100-710-5207.000	Medicare	117.53
100-710-5215.000	PERS Tier 1 (2.5%@55)	1,125.89
100-710-5217.000	PERS Tier 3 (2%@62)	319.95
100-710-5340.000	Professional Services	671.34
100-710-5405.000	Utilities	6,157.91
100-710-5415.000	Communications	52.13
100-710-5705.000	General Maintenance	25,037.10
100-730-5205.000	Health Insurance	253.75
100-730-5207.000	Medicare	183.31
100-730-5215.000	PERS Tier 1 (2.5%@55)	544.17
100-730-5217.000	PERS Tier 3 (2%@62)	198.63
100-730-5345.000	Contractual Services	1,781.77
100-730-5415.000	Communications	153.27
100-730-5505.000	Office Supplies and Expe...	18.73
100-730-5755.000	Special Department Supp..	19.64
100-735-5460.000	Insurance - Liability and ...	329.00
100-735-5755.000	Special Department Supp..	134.46
100-740-5205.000	Health Insurance	476.88
100-740-5207.000	Medicare	141.57
100-740-5215.000	PERS Tier 1 (2.5%@55)	330.69
100-740-5216.000	PERS Tier 2 (2%@60)	481.16
100-740-5217.000	PERS Tier 3 (2%@62)	145.27
100-740-5405.000	Utilities	15.23
100-740-5415.000	Communications	65.00
100-740-5510.000	Small Tools	601.08
100-740-5705.000	General Maintenance	2,885.87
100-740-5710.000	Equipment Maintenance	2,081.56
100-750-5207.000	Medicare	20.68
100-750-5345.000	Contractual Services	281.37
100-750-5505.000	Office Supplies and Expe...	198.44
205-610-5205.000	Health Insurance	322.90
205-610-5207.000	Medicare	82.95

## Account Summary

Account Number	Account Name	Payment Amount
205-610-5217.000	PERS Tier 3 (2%@62)	354.55
205-610-5335.000	Maintenance & License ...	5,109.22
205-610-5405.000	Utilities	151.75
205-610-5415.000	Communications	85.28
205-610-5515.000	Uniform Expense	201.93
205-610-5705.000	General Maintenance	7,995.23
205-810-5806.374	Narbonne South Pipe Re...	10,438.50
209-810-5806.374	Narbonne South Pipe Re...	10,438.50
211-347-5773.000	EWMP/CIMP Implement...	10,602.00
215-550-5345.000	Contractual Services	741.00
220-000-4705.000	Dial-A-Ride Fares	19.00
220-340-5205.000	Health Insurance	45.81
220-340-5207.000	Medicare	12.85
220-340-5215.000	PERS Tier 1 (2.5%@55)	47.19
220-340-5216.000	PERS Tier 2 (2%@60)	33.53
220-340-5217.000	PERS Tier 3 (2%@62)	18.46
220-340-5345.000	Contractual Services	9,001.66
255-760-5205.000	Health Insurance	20.55
255-760-5207.000	Medicare	4.05
255-760-5217.000	PERS Tier 3 (2%@62)	22.07
311-810-5806.380	Sidewalk Improvement P...	1,273.35
510-110-5207.000	Medicare	1.11
510-110-5217.000	PERS Tier 3 (2%@62)	2.95
510-125-5205.000	Health Insurance	70.28
510-125-5207.000	Medicare	61.25
510-125-5215.000	PERS Tier 1 (2.5%@55)	146.81
510-125-5216.000	PERS Tier 2 (2%@60)	321.07
510-130-5205.000	Health Insurance	126.89
510-130-5207.000	Medicare	29.40
510-130-5215.000	PERS Tier 1 (2.5%@55)	62.92
510-130-5216.000	PERS Tier 2 (2%@60)	67.06
510-130-5217.000	PERS Tier 3 (2%@62)	73.84
510-220-5205.000	Health Insurance	288.34
510-220-5207.000	Medicare	131.99
510-220-5215.000	PERS Tier 1 (2.5%@55)	89.38
510-220-5216.000	PERS Tier 2 (2%@60)	539.82
510-220-5217.000	PERS Tier 3 (2%@62)	281.63
510-220-5310.000	Auditors	7,481.50
510-220-5505.000	Office Supplies and Expe...	377.06
510-230-5205.000	Health Insurance	191.65
510-230-5207.000	Medicare	32.13
510-230-5217.000	PERS Tier 3 (2%@62)	162.07
510-230-5305.000	Legal Services	43.50
510-440-5345.000	Contractual Services	2,388.82
510-440-5415.000	Communications	8.76
510-440-5525.000	Equipment Under \$5k	3,746.11
510-630-5205.000	Health Insurance	2,241.54
510-630-5207.000	Medicare	467.30
510-630-5215.000	PERS Tier 1 (2.5%@55)	845.82
510-630-5216.000	PERS Tier 2 (2%@60)	1,194.70
510-630-5217.000	PERS Tier 3 (2%@62)	1,147.85
510-630-5335.000	Maintenance & License ...	6,950.00
510-630-5340.000	Professional Services	3,347.09
510-630-5415.000	Communications	152.05
510-630-5443.000	Water Production Supply...	1,520.88
510-630-5704.000	Meter Replacement	6,842.30
510-630-5705.000	General Maintenance	263.68
510-630-5709.000	Equipment Maintenance...	4,988.34

**Account Summary**

Account Number	Account Name	Payment Amount
510-630-5710.000	Equipment Maintenance	114.06
510-630-5755.000	Special Department Supp..	11.01
520-840-5820.134	Emergency Generator	2,096.00
520-840-5821.365	CWPF Upgrades Project	22,013.81
520-840-5821.375	Pipe Replacement - Other	4,899.00
520-910-7100.000	Debt Service - Principal &..	233,533.60
	<b>Grand Total:</b>	<b>907,284.69</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	856,125.53
205-Narbonne South Pipe Replacement	10,438.50
209-Narbonne South Pipe Replacement	10,438.50
520.134	2,096.00
Cypress Water Production	22,013.81
Pipe Replacement-Other	4,899.00
Sidewalk Improvement Program	1,273.35
	<b>Grand Total:</b>
	<b>907,284.69</b>



## CITY OF LOMITA CITY COUNCIL REPORT

**TO:** City Council **Item No. 8d**

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Lina Hernandez, Senior Management Analyst

**MEETING DATE:** December 5, 2023

**SUBJECT:** Lomita Local Hazard Mitigation Plan Update

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### **RECOMMENDATION**

1) Accept grant funds from the FEMA Hazard Mitigation Grant Program to update the Local Hazard Mitigation Plan in the amount up to \$72,680.85 for project costs and \$3,622.80 for subrecipient grant management costs. Appropriate the 10% required city match of up to \$7,268.08 for the project costs; and 2) Approve a Professional Services Agreement with Risk Management Professionals to provide consultant services related to the preparation of a comprehensive Lomita Local Hazard Mitigation Plan update for \$50,247 plus a 10% contingency of \$5,025, for a total of \$55,272 and authorize the City Manager to execute.

### **BACKGROUND/ANALYSIS**

The federal Disaster Management Act of 2000 (DMA) requires every local, county and state government to have an approved Local Hazard Mitigation Plan (LHMP). Lomita has a FEMA-approved and city adopted Local Hazard Mitigation Plan set to expire on December 18, 2023. The LHMP is a five-year strategic plan which aims to identify and assess the hazards to which the city is most vulnerable and develop mitigation strategies to reduce its vulnerability to the risks inherent in natural and human-made hazards. An approved and adopted LHMP will allow the city to remain eligible to be considered for additional funding if approved by legislation before and following a disaster. The city also seeks to update its LHMP to renew adoption into the Safety Element and remain in compliance with AB 2140 and other regulations found in the current Local Hazard Mitigation Planning Policy Guide.

Staff submitted a Notice of Interest (NOI) to request funding to update the city's LHMP to the California Governor's Office of Emergency Services (CalOES) under the Hazard Mitigation Grant Program (HMPG) in February 2022. The NOI was approved, and the city was invited to submit a full application for funding consideration. The subapplication was

submitted in April 2022, forwarded to FEMA by CalOES in January 2023 and the city received notification that FEMA approved the city's grant application to update the LHMP on June 7, 2023.

An RFP was released on September 28, 2023, and was open until October 31, 2023. The city sent the RFP to seven consulting firms directly and posted the RFP on the city's website. Six consulting firms responded to the proposal. Risk Management Professionals (RMP) provided the lowest cost of the proposals received at \$50,247. Additionally, RMP's proposal was comprehensive and thorough, and they have experience completing LHMP for cities in the region including Gardena, Paramount, and Fountain Valley. Staff is confident that RMP has the necessary skills and expertise to successfully update the Lomita LHMP and obtain approval from FEMA. A copy of their proposal is attached to this report as Exhibit A of the Professional Services Agreement.

The consultants will provide several opportunities for public input through community outreach meetings and the city's other available outreach avenues to effectively educate, build interest and obtain consensus regarding the project.

The final LHMP will be reviewed by CalOES and approved by FEMA prior to the City Council's adoption. The update will take approximately 12 months to complete and will meet the grant deadline requirement.

With the new updated Local Hazard Mitigation Plan, the city will continue moving forward with implementing improvements outlined in the updated document. Since the current LHMP will expire before the update is complete, grant funding for active city projects funded through FEMA's HMPG (the 247<sup>th</sup> Street Area Main Replacement Project and the LHMP itself) will not be in jeopardy however the city may not be awarded funding for new projects under FEMA's mitigation programs without a new adopted LHMP.

### **OPTIONS:**

1. Approve staff's recommendation
2. Provide alternative direction

### **FISCAL IMPACT**

Consultant costs to update the LHMP are estimated at \$55,272. The City has been awarded a grant from FEMA to cover up to \$72,680.85 of costs related to this project, with a 10% required city match (normally 25%) of \$7,268.08.

The city was awarded a separate FEMA grant in the amount up to \$3,622.80 to reimburse staff time for administration and reporting of the project grant.

If approved, a budget appropriation of \$7,268 will be added to 100-333-5340.000 for FY 2023-2024.

**ATTACHMENTS**

1. Notification of Subapplication Approval
2. LHMP RFP
3. Professional Services Agreement with RMP's Proposal (Exhibit A)

Prepared by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Approved by:

*Ryan Smoot*

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Ryan Smoot  
City Manager

Prepared by:

*Lina O. Hernandez*

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Lina Hernandez  
Senior Management Analyst

*Juan Ibarra*

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Juan Ibarra  
Administrative Analyst





Attachment 1

June 7, 2023

Ryan Smoot  
City Manager  
Lomita, City of  
24300 Narbonne Avenue  
Lomita, CA 90717-1131

Subject: **Notification of Subapplication Approval**  
Hazard Mitigation Grant Program  
FEMA-**4482**-DR-CA, Project #**PL0647**, FIPS #**037-42468**  
Supplement #**8**

Dear Mr. Smoot:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **\$65,412.77**. A copy of the FEMA award package is enclosed for your records. In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Financial Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Supplemental Grant Subaward Information sheet
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each fiscal year.
- An active registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records. Alternatively, you may scan and email the completed documents to the Recovery Financial Processing Unit at [HMGrantsPayments@CalOES.ca.gov](mailto:HMGrantsPayments@CalOES.ca.gov). Electronic copies of the post-obligation documents can also be requested at the same address.



Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Financial Processing Unit, please use the following address:

California Governor's Office of Emergency Services  
Attention: Recovery Financial Processing Unit  
3650 Schriever Avenue  
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at [HMGrantsPayments@caloes.ca.gov](mailto:HMGrantsPayments@caloes.ca.gov). For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 328-7450.

Recovery Financial Processing Unit

Enclosures

c: Subrecipient's Project File

**\*The Recovery Financial Processing Unit has universal Resolution No. 2020-05, passed on 4/7/20, on file. A copy of the resolution is included in this package for your review. With your permission, the resolution can be applied to this project.**





June 7, 2023

Ryan Smoot  
City Manager  
Lomita, City of  
24300 Narbonne Avenue  
Lomita, CA 90717-1131

Subject: **Notification of Approval for Subrecipient Management Cost Funding**  
Hazard Mitigation Grant Program  
FEMA-**4482**-DR-CA, Project #**PL0647**, FIPS #**037-42468**,  
Supplement #**8**

Dear Mr. Smoot:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved **\$3,622.80** in funding for subrecipient management costs (SRMC). SRMC are costs incurred while administering a Hazard Mitigation grant subaward. A copy of FEMA's letter is enclosed for your records.

Payments are made on a reimbursement basis using the specialized Subrecipient Management Cost Reimbursement Request Form. Subrecipients are reminded to document their SRMC separately from direct project expenditures. To qualify for SRMC reimbursement, subrecipients must first incur and seek reimbursement for direct project expenditures via the specialized Project Expenditures Reimbursement Request Form. Reimbursement for SRMC is capped at five percent of a project's cumulative direct project expenditures. Please note that your organization must maintain an active registration in the SAM.gov (System for Award Management) database for the duration of this grant subaward.

Please read the enclosed supplement. In accordance with Title 44 Code of Federal Regulations, Part 206.440, if you disagree with FEMA's obligated amount or scope of work listed in the supplement, you can appeal. All appeals must be in writing and received by Cal OES within 60 days from the receipt of this letter. If you have any questions or need assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at [HMGrantsPayments@caloes.ca.gov](mailto:HMGrantsPayments@caloes.ca.gov).

Recovery Financial Processing Unit  
Enclosures  
c: Subrecipient's Project File



3650 SCHRIEVER AVENUE • MATHER, CA 95655  
RECOVERY FINANCIAL PROCESSING UNIT  
(916) 845-8110



FEMA

June 1, 2023

Nancy Ward, Director  
Governor's Authorized Representative  
California Governor's Office of Emergency Services  
3650 Schriever Avenue  
Mather, CA 95655

Reference: Application Approval, HMGP DR-4482-647-69P  
City of Lomita, California  
Lomita Local Hazard Mitigation Plan Update  
FIPS Code: 037-42468, Supplement 8

Dear Nancy Ward:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the City of Lomita, HMGP DR-4482-647-69P, Lomita Local Hazard Mitigation Plan Update.

The total project cost is \$72,680.85. As shown in the enclosed Obligation Report – Supplement 8, we are obligating \$65,412.77 for the 90 percent Federal share; the 10 percent non-Federal share is \$7,268.08. We are obligating \$3,622.80 for the 100 percent Federal share of Subrecipient Management Costs (SRMC). These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Project:	Federal Share:	Non-Federal Share:	Total Project Cost:
Supplement 8	\$65,412.77	\$7,268.08	\$72,680.85
SMRC	\$3,622.80	\$0.00	\$3,622.80

This HMGP project approval and obligation of funds are subject to the following conditions:

- 1. Scope of Work (SOW)** – The City of Lomita will develop and adopt a Local Hazard Mitigation Plan to meet the requirements outlined in 44 CFR Part 201 and the most current FEMA hazard mitigation plan guidance.
- 2. Project Completion Date** – The work schedule included with the project application indicates that the project will take 36 months to complete; therefore, the project completion date is May 31, 2026. Please inform the sub-recipient that work completed after this date is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the completion date when there is no approved time extension.

3. **Project Closeout** – Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.
4. **Record of Environmental Considerations (REC)** – In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.
5. **Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Stephanie Stephens, Hazard Mitigation Assistance Specialist, by email [stephanie.stephens@fema.dhs.gov](mailto:stephanie.stephens@fema.dhs.gov), or phone (202) 893-16043

Sincerely,

**ROBERT P  
MCCORD**

Kathryn Lipiecki  
Director, Mitigation Division  
FEMA Region 9

Digitally signed by ROBERT P  
MCCORD  
Date: 2023.06.05 10:21:06  
-07'00'

Enclosures (2):

Obligation Report - Supplement 8  
Standard Mitigation Grant (HMGP) Conditions

cc: Ron Miller, Acting State Hazard Mitigation Officer, California Governor's Office of  
Emergency Services  
Robyn Fennig, Acting State Hazard Mitigation Officer, California Governor's Office of  
Emergency Services  
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANT PROGRAM

**Obligation**

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4482	69 ·P	0	647	1	9	CA	Statewide

Subrecipient: Lomita

Project Title : 7% City of Lomita Local Hazard Mitigation Plan Update

Subrecipient FIPS Code: 037-42468

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation		
\$65,412.77	\$65,412.77	\$0.00	\$0.00		

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$65,412.77	\$3,622.80	\$69,035.57	05/30/2023	Accept	2023

**Comments**

Date: 05/30/2023 User Id: RHIRST

Comment: Approved funding for HMGP 4482-647-69P City of Lomita Hazard Mitigation Plan Update for \$65,412.77 and SRMC \$3,622.80.

**Authorization**

Preparer Name: REILLY HIRST

Preparation Date: 05/30/2023

HMO Authorization Name: STEPHANIE STEPHENS

HMO Authorization Date: 05/30/2023

# Standard Mitigation Grant Program (HMGP) Conditions

## FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.





**CITY OF LOMITA REQUEST  
FOR PROPOSALS  
FOR  
LOCAL HAZARD MITIGATION PLAN PREPARATION  
SERVICES (COMPREHENSIVE UPDATE)**

**Proposals must be received by:  
Tuesday, October 31, 2023  
2:00 P.M.**

## **NOTICE INVITING PROPOSALS**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Lomita is requesting proposals from consultants to coordinate, facilitate, and prepare a new City of Lomita Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's guidelines and the Federal Emergency Management Agency's (FEMA) requirement for an approved mitigation plan.

Qualifications shall be submitted by firms that have a capable and demonstrable background in the type of work described in Section II – Scope of Work. Experience performing similar scopes of work with State and or local government agencies is required. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings.

All completed written Proposals must be submitted in sealed envelopes marked and received prior to **2:00 pm on Tuesday, October 31, 2023**, to the address below. Proposals will not be accepted after this deadline.

**City of Lomita  
ATTN: Kathleen Gregory  
24300 Narbonne Ave.  
Lomita, CA 92677**

All questions or clarifications shall be submitted via email to Senior Management Analyst, Lina Hernandez at [lina.hernandez@lomitacity.com](mailto:lina.hernandez@lomitacity.com) and Administrative Analyst Juan Ibarra at [j.ibarra@lomitacity.com](mailto:j.ibarra@lomitacity.com) no later than 2:00 p.m. on Thursday, October 12, 2023. The City will respond to all written questions by issuing a written addendum and the information will be posted on the City's website at <https://lomitacity.com/current-bids-rfps/>.

## SECTION I - INTRODUCTION

The City of Lomita ("City") is seeking a qualified consultant to coordinate, facilitate, and prepare a new City of Lomita Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's guidelines and the Federal Emergency Management Agency's (FEMA) requirement for an approved mitigation plan.

A FEMA-approved plan will help identify mitigation actions that will make the City of Lomita and plan participants more disaster resistant. The City of Lomita has obtained a FEMA grant for the development of this LHMP. The grant award period ends on May 31, 2026. The City's current LHMP is set to expire in December 2023.

The City's designated staff will evaluate the proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors or omissions.

The preparation of the proposal will be at the expense of the Consultant. Responses must conform with the requirements of this Request for Proposal ("RFP"). The City reserves the right to reject any or all proposals, to modify the RFP, or cancel the RFP.

The successful Proposer will be required to enter into an agreement which will include the requirements of this RFP as well as other requirements. By submitting a Proposal, the Proposer agrees to all of the terms of the RFP. The City reserves the right to reject any proposal(s) exceptions or changes to the Request for Proposal.

### **A. PROPOSAL SCHEDULE**

The City reserves the right to make changes to the below tentative schedule for selection and award of the Agreement.

Milestone	Date
RFP Issued	Thursday, September 28, 2023
Due Date for RFP Questions	Thursday, October 12, 2023, 2:00 P.M.
<b>RFP Submittal ("RFP Due Date")</b>	<b>Tuesday, October 31, 2023, 2:00 P.M.</b>
Optional Consultant Interview(s)	November 6- November 9, 2023
Award of Agreement	Tuesday, November 21, 2023 (Tentative)
Completion of Project	Late 2024

## **B. CITY CONTACT FOR THIS RFP**

The principal contact for the City of Lomita regarding this RFP will be Lina Hernandez, Senior Management Analyst, at [lina.hernandez@lomitacity.com](mailto:lina.hernandez@lomitacity.com) and Juan Ibarra, Administrative Analyst, at [j.ibarra@lomitacity.com](mailto:j.ibarra@lomitacity.com).

## **C. ADDENDUM**

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on the City's website at <https://lomitacity.com/current-bids-rfps/>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addendum(s) to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

## **D. RFP DUE DATE**

Four (4) hard copies and one (1) PDF copy of Consultant's Proposal are due no later than 2:00 p.m. PST on Tuesday, October 31, 2023. Proposals submitted after the deadline will be excluded from the RFP process, no exceptions.

Each proposal will include all items listed in Section II of this RFP ('Scope of Work') as explained in Section III.A. (Proposal Requirements and Format).

## **E. OPTIONAL CONSULTANT INTERVIEWS**

The City may conduct interviews as part of the RFP selection process. Interviews will likely be scheduled via video conference. The City will provide as much advance notice as possible to selected Consultants chosen to take part in any interview process. If needed the interviews will be scheduled for the week of November 6<sup>th</sup>, 2023.

## **F. CITY COUNCIL AWARD OF PROJECT**

The City intends to award a contract to a Consultant at the November 21, 2023, City Council Meeting. The City will inform the selected consultant in advance of the City Council Meeting. In the event that the award date is postponed, the City will notify the selected consultant who submitted an RFP before the due date.

## **G. PROFESSIONAL SERVICES AGREEMENT**

The selected Consultant will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow



the sample form of Agreement provided as Exhibit A to this RFP, which may be modified by the City. All Proposers are directed to review the requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements, have been mandated by the City and can be modified only if approved by the City Attorney. Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for professional services unless the Proposers includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

## **SECTION II - SCOPE OF WORK**

### **A. INTRODUCTION**

The City of Lomita ("City") is seeking a qualified consultant to coordinate, facilitate, and prepare a new City of Lomita Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's guidelines and the Federal Emergency Management Agency's (FEMA) requirement for approved mitigation plan.

A FEMA-approved plan will help identify mitigation actions that will make the City of Lomita and plan participants more disaster resistant. The City of Lomita has obtained a FEMA grant for the development of this LHMP. The grant award period ends on May 31, 2026. The City of Lomita's current LHMP is set to expire in December 2023.

The City's existing LHMP was prepared by Emergency Planning Consulting (EPC) with coordination with City staff and assistance from LA County Fire, Los Angeles County Sheriff's Department, Disaster Management Area G, and various other public and external agencies. The Current LHMP may be viewed using the following link <https://lomitacity.com/wp-content/uploads/2021/11/Lomita-Hazmit-Plan-12-18-18.pdf>.

### **B. GENERAL CITY INFORMATION**

The City was incorporated in 1964 and encompasses approximately 1.91 square miles and has a population of approximately 21,000 resident. The City is a general law city, operating under a City Council/City Manager form of government. The City is located at the base of the Palos Verdes Peninsula approximately five miles inland from the Pacific Ocean in the County of Los Angeles. Lomita is adjacent to the cities of Torrance on the West and North, Rolling Hills Estates to the South, and the City of Los Angeles to the East.

### **C. PLAN UPDATE REQUIREMENTS**

The Local Hazard Mitigation Plan (LHMP) shall be updated for compliance with the following laws and requirements:

1. The Disaster Mitigation Act of 2000 and Title 44 Code of Federal Regulations (CFR) §201.6, as outlined in FEMA's Hazard Mitigation Assistance Guidance and Addendum, published July 27, 2015.
2. Code of Federal Regulations Title 2 CFR Part 200
3. Analysis of potential impacts and mitigation measures related to climate change for compliance with Senate Bill (SB) 379.
4. Identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios for compliance with Assembly Bill (AB) 747.
5. Adopt the Local Hazard Mitigation Plan into the Safety Element for compliance with Assembly Bill (AB) 2140.
6. The plan should be up to date to satisfy current and recent Federal and State legislation.

### **D. DESCRIPTION OF SERVICES (OVERVIEW)**

The consultants that are selected will review the City's existing LHMP plan in detail and evaluate which suggestions have been implemented and which have not been done. Consultants will also review other plans such as the general plan (currently being updated), and other City's plans such as Emergency Operations Plan (EOP). There will be updates to the community profile including current demographics, inclusion of recent history, and naming of partners in the mitigation process. City staff members on the Hazard Mitigation Planning Committee (HMPC) will work closely with the consultants to evaluate the existing plan and develop an effective and thorough plan update. There will be a public comment period as part of identifying risks and developing mitigation strategies. The public comment period will include at least one public meeting that is advertised to residents at least two weeks before it is held. The City has interest in strengthening the plan's approach to the hazards of earthquake and flooding since there are both frequent and destructive hazards extremely likely to affect the City. The City will also request that the consultants add two new sections to the plan covering climate change, its potential effects on the community and suggest mitigation activities to minimize those effects. The other new section will be identifying evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. The consultants will update the City's vulnerability to identified hazards, the potential effects of these hazards on the community, and estimate potential losses of property and life. Consultants will suggest mitigation activities and prioritize the projects or policies based on their effectiveness and urgency. Consultants will also be tasked with outlining the plan maintenance activities and timeliness to maximize the benefit of the plan and keep it relevant to the community's needs within the 5-year cycle.

Preparation of the Comprehensive Update will involve an inclusive citywide planning process and may include the following participants seeking FEMA approval of the Plan:

- City of Lomita,
- Local special districts
- Private agencies, and
- Other stakeholders may be invited to participate in the plan development process.

The Scope of Work for this project is organized into phases in accordance with the Disaster Mitigation Act planning process:

- 1) LHMP Planning/Development Process and Organize Resources;
- 2) Threat and Hazard Identification and Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment);
- 3) Hazard Mitigation Strategy;
- 4) Hazard Plan Implementation and Maintenance Process
- 5) Plan Preparation and Drafting
- 6) Final Draft and Cal OES Review

## **1. Phase One: LHMP Planning Process**

The planning effort will identify natural, man-made and climate-related hazards and will prioritize them by significance. As part of the plan development process, the HMPC will then review the list of hazards. Natural hazards evaluated will include, but not be limited to, dam failure, drought and water storage, earthquake, 100/500-year flooding, localized stormwater flooding, severe weather (extreme heat, heavy rains, storms, tornadoes, wind), soil hazards (erosion, expansive soils, landslides and debris flows, subsidence), wildfires, and others that may be considered significant by the City. Man-made and technological hazards will include hazardous material releases or spills, pipeline or storage tank failures, transportation and aircraft failures, and other human-caused hazards.

## **2. Phase Two: Hazard Identification**

Working closely with City staff, the consultants will collect information about past hazard events that will include data related to historic events, and inventory and review of the City and County's existing Geographic Information System (GIS) data layers, and existing plans (e.g., Safety Element of the General Plan). This assessment will also include collecting detailed information on the impacts of California's multi-year drought on the City's facilities, as well as earthquakes, wildfires, flooding, and erosion and sedimentation potential in the City's watersheds. City staff will collect data that describes: Natural and man-made hazards posing a risk to City; Geographic Location and extent of hazards; The history of these hazards; previous occurrences; Speed of

onset/duration of the hazard; severity of the hazard; The Likelihood that these hazards will occur in the future (probability of future events); and the frequency and recurrence interval that they occur. The hazards will be prioritized by the HMPC based on historical data, potential damage to critical infrastructure, potential loss estimates, occurrence data, and funding and mitigation abilities. Our data collection efforts will be focused on using existing data, as described in the Disaster Mitigation Act regulations. Data limitation, and gaps will also be identified during this process. These limitations may be considered as recommendations in the mitigation strategy part of the plan.

Deliverables:

- 1) Compile data on City capabilities to reduce disaster losses
- 2) Collect the Hazard Identification Data
- 3) Compile/analyze the data and draft the “Hazard Identification” portion of the LHMP Maps prepared in ArcGis and related fields.

### **3. Phase Three: Risk Assessment**

Following the identification of hazards, the consultants will complete the Risk Assessment by preparing a Vulnerability Assessment and a Capability Assessment as described below. The consultants will work with City Staff to use the best available hazard and inventory data, including GIS data.

Vulnerability Assessment- This will determine the likely impacts the hazards identified would have on the City. The consultants will then prioritize potential hazards and risks to the people, economy, and the City’s build and natural environment. We will also develop an overall assessment of the City’s vulnerability to and potential impact of each identified hazard with potential evacuation routes. Using planning documentation, FEMA hazard software (i.e., HAZUS), and other resources the consultants will compile an inventory of types of buildings, infrastructure, and critical facilities that may be vulnerable to each hazard. This assessment will include the following- Inventory on the number and types of vulnerable City facilities; actual or assessed values of the vulnerable facilities; Repetitive losses to facilities, if any; Critical facilities at risk; Natural and cultural resources at risk; Growth and development trends; and an estimate of losses per hazard, where feasible. We will also review existing studies, reports, and plans related to historical disasters; document disaster declaration; address NFIP insured structures and those repetitively damaged by floods and develop a parcel-level inventory of vulnerable structures. Level 2 Vulnerability Assessment for Flood Hazards. The proposed LHMP update provides an opportunity to improve the City’s Community Rating System (CRS) and enhance the City’s floodplain management activities. For a level 2 vulnerability assessment, the consultants will utilize FEMA’s HAZUS, RiskMAP, and other software to develop an advanced assessment (i.e., Level 2 Vulnerability Assessment) for



earthquake and flood hazards. This additional assessment will utilize GIS to develop detailed flood loss estimation based on HAZUS for the City. The Level 2 assessment involves importing existing GIS data on existing structures, based on a parcel level inventory into HAZUS. This includes occupancy mapping (residential, commercial, industrial) and formatting attributes to be consistent for use in HAZUS.

#### **4. Phase Four: Mitigation Strategy Development**

The consultants will work with the HMPC to develop mitigation actions. The new actions will be developed by reviewing the validity and status of other planning actions and utilizing the Risk Assessment. The consultant will assist the planning team in drafting potential mitigation actions to reduce the effects of priority hazards and to meet the new goals and objectives. In developing mitigation alternatives to address the priority hazards within the planning area, the team will adhere to the model of mitigation activities promoted by DMA, FEMA's CRS, and the FMA program, which categorizes mitigation measures into the following seven categories: Preventative Measures, Property Protection; Emergency Services Measures; Structural Projects; Natural Resource Protection; and Public Information Programs. The consultant will then provide the HMPC with a set of criteria and review their potential for selecting and prioritizing mitigation measures. FEMA recommends the STAPLE/E approach detailed below: Social acceptability; Technical feasibility; Administrative feasibility; Political acceptability; Legality; Economic feasibility (Availability of funding and cost-effectiveness); and environmentally sound. The criteria will then be applied to select and prioritize mitigation activities that will reduce the vulnerability to the destructive consequences of hazards within the planning area and promote efficient recovery and reconstruction when disasters do occur. For example, we will prioritize mitigation actions based on planning level benefit-cost assessment information, and other evaluation criteria, such as life safety, property protection, technical, political, legal, environmental, social, administrative, local champion, and other community objectives. As appropriate, we will also prepare a cost estimate on a defined comparative cost scale as a basis to compare and prioritize mitigation actions. Each recommended action will have a responsible party identified and will include a description of the risk reduction objectives addressed, the alternative measures considered but not selected, an approximate benefit/cost estimate, and a description of possible funding sources. As necessary, we will ensure all priority hazards have an identified mitigation action; we will also identify mitigation actions where there is no current or planned funding mechanism. As mitigation alternatives are finalized, timeliness will be updated.

#### **5. Phase Five: Plan Preparation and Drafting**

Based on the information collected during each of the other LHMP phases, the consultants will prepare the first draft of the LHMP. This LHMP will be compliant with the DMA 2000 and CAL OES requirements. Once complete, the first draft will be

provided to the HMPC members for review and comment. The consultants will then solicit comments into a second Public Review Draft LHMP. This second draft will be circulated for public review and comment and used by the City for the second Public Workshop (if needed).

Deliverables:

- 1) Develop 1<sup>st</sup> Draft LHMP for HMPC Review
- 2) Develop 2<sup>nd</sup> Draft LHMP for Public Review

## **6. Phase Six: Final Draft and Cal OES Review**

Based on feedback from the public meetings and comments received, the consultants will develop and assemble a final draft in digital and hard copy to submit to Cal OES and FEMA Region IX for preliminary review and approval. Any public review comments will be incorporated into the LHMP Appendix. This submittal will include a completed FEMA Plan Review Crosswalk, which includes completion of the Region IX Local Mitigation Plan Review Tool that details show the plan meets the requirements of DMA 2000. The consultants will work with the City to submit the final plan to Cal OES State Hazard Mitigation Officer (SHMO) for review. The consultants will incorporate comments from the Cal OES SHMO and submit a final draft LHMP through Cal OES to FEMA for review and comments. Based on the review, the consultants will make requested changes to the plan and will provide a master electronic and hard copy of the plan to the City to assist in adoption of the plan by the Lomita City Council. City staff will assist the HMPC with final adoption procedures by the City of Lomita and incorporate the documentation for local adoption into the Final LHMP and adoption into the City's Safety Element. The consultant will also assist the HMPC in securing a final approval letter and plan review tool from FEMA. This task assumes two-color hard copies of the LHMP will be provided by the consultant: one (1) hard copy to be submitted to Cal OES/FEMA and one (1) hard copy to be provided to City. The consultants will also deliver the final plan document electronically to the City in both Word and PDF formats.

Deliverables:

- 1) Incorporate public comments into plan
- 2) Develop Final Draft LHMP
- 3) Complete Region IX Local Mitigation Plan Review Tool
- 4) Submit LHMP for review and approval by Cal OES and FEMA Region IX
- 5) Deliver Final LHMP in two (2) hard and one (1) electronic format to the City
- 6) Consultant to assist City in final adoption procedures and securing final FEMA approval letter

## **7. Phase Seven: Plan Approval and Adoption**

In accordance with the requirements for DMA plans, the consultant will develop a method and schedule for monitoring and evaluating the LHMP. For example, the final plan will document the process for incorporating the plan into other planning mechanisms, such as the City's Emergency Operations Plan and Safety Element. The plan maintenance requirements will include the following: A method and schedule of monitoring and evaluating the plan, which includes criteria used, responsible office, and process for formal five-year update; a process by which the plan will be incorporated into other existing planning mechanisms and requirements; a schedule with procedures for ensuring the plan's implementation and update within five years; a discussion of how the City will continue to involve the public in the plan maintenance and update process. These procedures, which include monitoring, evaluating, and updating the plan within a five-year cycle and incorporating continued public and stakeholder involvement throughout the plan maintenance process, will be modified as needed to improve the process for the next update cycle. The plan implementation section will identify ways to incorporate mitigation strategies into existing planning practices, policies, and programs to institutionalize hazard mitigation (e.g., the City General Plan Update). This process will be developed and incorporated into the draft and final LHMP documents. The City is ultimately responsible for plan implementation as well as for monitoring, evaluating, and updating the plan in accordance with the process outlined in the LHMP.

Deliverable:

- 1) Draft of implementation, evaluation, and monitoring process (e.g., included in LHMP)

## **SECTION III - PROPOSAL REQUIREMENTS AND FORMAT**

### **A. PROPOSAL REQUIREMENTS**

Consultant is responsible for preparing an effective, clear, well-organized, and concise formal written Proposal. To be considered for selection, Consultants must submit a complete response to this RFP that includes the following mandatory information and/or requirements in the following format and order. Failure to provide any of the information requested below may be cause for the Proposal to be rejected.

#### **1. Transmittal Letter**

A transmittal letter introducing the firm and the individual who will be the primary contact person.

## 2. Approach to Scope of Work

Provide a detailed description of the steps that will be taken to complete the 'Description of Services' identified in Section II.D of this RFP. Include a detailed discussion of any methodologies used or approaches taken for each task. Confirm that progress reports will be submitted with each invoice and that Consultant will strictly adhere to the Schedule of Performance to ensure timely completion of the Project in late 2024.

## 3. Consultant Background Information

Background information including specific qualifications and experience in conducting related studies for similar governmental, educational, or public sector entities. The information below must be included:

- a. **Introduction:** Describe Consultant's qualifications and experience providing similar services as required in this RFP.
- b. **Organizational Structure:** Describe Consultant's organizational structure and explain how Consultant is qualified to be responsive to the specific requirements of this RFP.
- c. **Staff Qualifications:** Provide a project staffing organizational chart listing proposed personnel assigned to this project. Include assigned duties, and comprehensive resumes for each individual listed. Resumes must list education, training, professional work experience, and a listing of work performed comparable to that described within this RFP.
- d. **Example Work:** Provide one (1) copy of a similar Local Hazard Mitigation Plan, or comparable report, Consultant has completed that is closely related to the Scope of Work contemplated in this RFP.
- e. **References:** Provide a list of at least three (3) clients for whom Consultant has conducted and completed a Local Hazard Mitigation Plan within the last three (3) years that is comparable to the 'Description of Services' described within this RFP. Dissimilar work should not be referenced. Indicate client organization name, contact person, and phone number. It is preferable that all three (3) references are with municipal clients. Previous work with municipalities located in the County of Los Angeles is preferred but not required.

#### 4. Timeline

Provide a proposed Timeline for project completion including:

- a. **Project Schedule:** Provide a project schedule identifying start and end dates for each phase of the project - include milestones, submittal of deliverables, and each task required for the successful and timely completion of each phase of the Project.
- b. **Project Start Date:** Indicate the earliest date the firm would be able to commence work on this project.

#### 5. Use of Sub-Consultants

Indicate in Consultant's Proposal any portion of work that would be performed by a Sub-Consultant. Provide information on all Sub-Consultants as required in 'Consultant Background Information' (Section III.A.3) above.

#### 6. Fee Schedule

In a separate sealed envelope, provide an itemized Fee Schedule to perform all work identified under Section II - Scope of Work. The Fee Schedule should not be part of the PDF version of your Proposal.

When developing the itemized Fee Schedule to perform all work identified under Section II - Scope of Work, consider that the City may require revisions to the work based upon feedback provided during informal or planned meetings, or during presentations to the City or the City Council. Furthermore, the Fee Schedule will include an hourly rate fee schedule for any Consultant staff that may work on the Project.

The Fee Schedule and hourly rates will remain valid until the Project is completed.

An example fee schedule is included in Exhibit B (which is only an example and does not need to be submitted in the Consultant's Proposal). Consultant's Proposal should include most of the elements listed in the example fee schedule.

#### 7. Professional Services Agreement

Consultant shall affirmatively state that they have reviewed and are ready to execute the City's standard form Professional Services Agreement (Exhibit A).

## **SECTION IV – SELECTION PROCESS**

Each Proposal received will be evaluated and reviewed to determine if it meets the stated requirements set forth in this RFP. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from companies that submit proposals, or allow clarifications, corrections of errors, or omissions.

The top finalists may be invited to interview with the City via video conference. Interviews are an optional component of the RFP process pursuant to the City's discretion.

Proposals submitted before the RFP Deadline will be evaluated using the criteria listed below:

- a. Demonstrated understanding of the Scope of Work.
- b. Prior experience in performing similar projects.
- c. Qualifications of Consultant and staff including resumes.
- d. Timeline for Project completion / proposed schedule.
- e. Overall Project design and methodology.
- f. Professional Fees/Hourly Rates/Cost.
- g. Three Professional References (from the last three years, preferably with municipal clients).

Selection by the City shall be based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and shall not be awarded solely based on cost. Selection will be made to ensure that such services are engaged based on demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the City.

The City shall consider total compensation after the City is satisfied that Consultant has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required.

## **SECTION V – EXHIBITS**

- Exhibit A City's Sample Professional Services Agreement
- Exhibit B Example Fee Schedule

EXHIBIT A – CITY’S SAMPLE PROFESSIONAL SERVICES AGREEMENT





**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF LOMITA AND NAME**

This AGREEMENT for **Description** is entered into this \_\_\_ day of \_\_\_ 20\_\_\_, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and **NAME** ("CONTRACTOR").

**RECITALS**

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for **Description**.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

**1. CONSIDERATION AND COMPENSATION.**

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As an additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount of \$xxx,xxx.xx, the CONTRACTOR's estimated costs of its services, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional xx% of these estimated costs, or up to \$xx,xxx.xx, for unexpected contingencies, or a total, not-to-exceed amount of \$xxx,xxx.xx. If CONTRACTOR incurs expenses exceeding its estimated costs of \$xxx,xxx.xx, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must approve of such requests, for CONTRACTOR to receive compensation for those costs.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. **PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is **Name(s)**. CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on **DATE**, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.

8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum, and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
9. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR 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. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
12. **PREVAILING WAGE.**
  - A. Prevailing Wage. CONTRACTOR 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, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR 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.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. 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. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR 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.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between the CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its

subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

**13. TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

**14. INDEMNIFICATION.**

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.



15. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
16. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. THE CONTRACTOR will be free to contract for similar service to be performed for other employees while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
17. **AUDIT OF RECORDS.**
- A. THE CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
18. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.
19. **INSURANCE REQUIREMENTS.**
- A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of

all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.

2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain the required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the



approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

20. **USE OF OTHER CONTRACTORS.** THE CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
21. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
22. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
23. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

24. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Company</u> <u>Address</u>
<u>ATTN: City Manager</u>	<u>ATTN: Signer</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

25. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
26. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or CITY's obligations under this Agreement.
27. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
28. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
29. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

30. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
31. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
32. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
33. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
34. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
35. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
36. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff

capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to the Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

[signatures on following page]

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

\_\_\_\_\_  
Ryan Smoot, City Manager

By:

\_\_\_\_\_  
Signatory, Title

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, City Clerk

\_\_\_\_\_  
XX-XXXXXX

Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney

EXHIBIT B- EXAMPLE FEE SCHEDULE

Itemized Project Costs:

Task	Proposed Cost
<b>1. LHMP Planning Process</b>	
<b>2. Hazard Identification</b>	
<b>3. Risk Assessment</b>	
<b>4. Mitigation Strategy Development</b>	
<b>5. Plan Preparation and Drafting</b>	
<b>6. Final Draft and Cal OES Review</b>	
<b>7. Plan Approval and adoption</b>	
<b>8. Other costs (if applicable)</b>	
a. Other Cost Description 1	
b. Other Cost Description 2	
Sub-Total	

Hourly Rates for Additional Work:

Job Classification	Hourly Rate



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF LOMITA AND NAME**

This AGREEMENT for **Description** is entered into this \_\_\_ day of \_\_\_ 20\_\_\_, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and **NAME** ("CONTRACTOR").

**RECITALS**

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for **Description**.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

**1. CONSIDERATION AND COMPENSATION.**

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As an additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount of \$xxx,xxx.xx, the CONTRACTOR's estimated costs of its services, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional xx% of these estimated costs, or up to \$xx,xxx.xx, for unexpected contingencies, or a total, not-to-exceed amount of \$xxx,xxx.xx. If CONTRACTOR incurs expenses exceeding its estimated costs of \$xxx,xxx.xx, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must approve of such requests, for CONTRACTOR to receive compensation for those costs.



- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. **PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is **Name(s)**. CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on **DATE**, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.



8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum, and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
9. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR 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. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
12. **PREVAILING WAGE.**
  - A. Prevailing Wage. CONTRACTOR 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, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR 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.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. 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. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR 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.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between the CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its

subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

**13. TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

**14. INDEMNIFICATION.**

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

15. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
16. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. THE CONTRACTOR will be free to contract for similar service to be performed for other employees while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
17. **AUDIT OF RECORDS.**
- A. THE CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
18. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.
19. **INSURANCE REQUIREMENTS.**
- A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of

all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.

2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain the required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the

approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

20. **USE OF OTHER CONTRACTORS.** THE CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
21. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
22. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
23. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.



24. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Company</u> <u>Address</u>
<u>ATTN: City Manager</u>	<u>ATTN: Signer</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

25. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
26. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or CITY's obligations under this Agreement.
27. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
28. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
29. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.



30. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
31. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
32. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
33. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
34. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
35. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
36. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff

capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to the Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

[signatures on following page]

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

\_\_\_\_\_  
Ryan Smoot, City Manager

By:

\_\_\_\_\_  
Signatory, Title

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, City Clerk

\_\_\_\_\_  
xx-xxxxxx

Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney



**City of Lomita**  
**Hazard Mitigation Plan Update**  
**Proposal**  
**October 2023**

Prepared By:  
Risk Management Professionals  
8717 Research Drive, Suite 150  
Irvine, California 92618  
949/282-0123 [www.RMPCorp.com](http://www.RMPCorp.com)



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## 1.0 TRANSMITTAL LETTER

October 31, 2023

City of Lomita  
24300 Narbonne Avenue  
Lomita, CA 92677

To Whom it May Concern,

Congress passed Public Law 106-390 to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act and provide for assistance by the Federal Government to State and local governments in carrying out their responsibilities to alleviate the suffering and damage resulting from disasters. As part of the requirements for receiving Federal grants for improving a locality's resistance to disasters, each locality must determine their existing vulnerabilities and develop a plan to reduce or eliminate these vulnerabilities and must have this plan approved by the appropriate State officials. Risk Management Professionals (RMP) is cognizant of the City of Lomita's desire to maintain compliance and eligibility for the Building Resilient Infrastructure and Communities (BRIC) and Hazard Mitigation Grant (HMGP) Programs. As such, the objective of the proposed effort is the update of the City's HMP as required by the Disaster Mitigation Act of 2000 (DMA 2000).

RMP is prepared to assist the City of Lomita (City) with developing a Hazard Mitigation Plan (HMP) to fulfill this requirement and prepare for potential disasters.

On behalf of RMP, I am pleased to present the attached Proposal for the City's single-jurisdiction, or local, Hazard Mitigation Plan. It is understood that RMP is proposing the following effort;

- Facilitating all the elements pertaining to the successful update of the City's Hazard Mitigation Plan, such as data gathering and analysis, leading Hazard Mitigation Planning Committee (HMPC) meetings, preparation of the Comprehensive Update involving an inclusive citywide planning process, and attendance at relevant City Council meetings.
- Organizing applicable Public Outreach efforts
- Coordinating with the City as well as the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) to secure Plan approval pending formal adoption.

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This proposal on behalf of RMP satisfies the City's RFP requirements. In addition, RMP has examined and acknowledged the addendums that were posted in response to the inquiries made to the City.

I, Shireen Kulkarni, will be the main point of contact with the City and the Project Manager for the RMP Team. RMP offers exceptional staffing that will dedicate time, personnel, and resources to this effort. Our firm has sufficient, readily available resources in the form of qualified personnel, support services, specialized consultants, and financial resources to carry out the work without delay or shortcomings. We commit our Project Manager and key staff to being available to coordinate and provide our expertise in updating your city's Local Hazard Mitigation Plan. Please feel free to call me at (949) 282-0123, extension 227 or email me at [Shireen.Kulkarni@RMPCorp.com](mailto:Shireen.Kulkarni@RMPCorp.com), with questions or concerns. I look forward to hearing back from you regarding the decision to move forward on the project.

Sincerely,

Shireen Kulkarni  
Technical Consultant  
Risk Management Professionals  
(949) 282-0123 Ext. 227  
[Shireen.Kulkarni@RMPCorp.com](mailto:Shireen.Kulkarni@RMPCorp.com)

## 2.0 SCOPE OF WORK



### PHASE 1: LHMP PLANNING PROCESS

To begin developing a Plan that is compliant with Code of Federal Regulations, Title 44, Chapter I, Subchapter D, Part 201, Section 201.6, “Local Mitigation Plans” (44 CFR §201.6), RMP will work with City personnel to identify all participating agencies and develop a Hazard Mitigation Planning Committee (HMPC). At this stage, RMP will assess available City technical, financial, and departmental resources to support the Plan development process. In addition, RMP will follow guidance from Element A of the newly released Local Mitigation Planning Policy Guide to assist the City in identifying outside stakeholders from local businesses, academia, and applicable non-profit organizations. Once all stakeholders and applicable City personnel are identified, the firm will conduct a Project Initiation Meeting to present a project overview that details the objectives and scope of the Plan development process. After a review of the project schedule and key tasks, the HMPC members’ areas of expertise, resultant member responsibilities and the process for community involvement will be discussed. The HMPC will provide essential insight into historical natural hazard events, current hazard vulnerability (including specific locations), critical City assets, vulnerable populations and possible mitigation projects that are necessary for a comprehensive Plan. As part of this phase, the HMPC will review the list of natural hazards including, but not limited to, dam failure, drought and water storage, earthquake, 100/500-year flooding, localized stormwater flooding, severe weather, soil hazards, wildfires, and any other natural hazards that may be considered significant by the City. In addition to natural hazards, manmade hazards including, but not limited to, hazardous material release, pipeline or storage tank failures, transportation failures, and other human caused hazards, will be discussed. Once identified, the HMPC will prioritize these hazards by significance.



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In March 2021, FEMA, along with Cal OES and the California Department of Natural Resources, updated its original California Adaptation Planning Guide (APG) to assist local agencies in assessment and planning for the potential impacts of climate change. Since its original release in 2015, FEMA has required that updated HMPs include provision for climate as part of the planning process. RMP will ensure the climate change discussion is included as part of the update process.

## **PHASE 2: HAZARD IDENTIFICATION**

This phase will include formulating a description and prioritization of the natural and man-made hazards that have occurred within the City. Existing data sources such as FEMA Flood insurance studies, USGS ground acceleration mapping, and Fire Hazard risk mapping will be used rather than HAZUS to develop hazard profiles. This meeting aims to identify the best



available data for each given hazard, describe the impact and vulnerability for the City, and identify data gaps. RMP will analyze the impacts of past hazards on existing land use patterns to better understand the vulnerability of specific land uses within the City. Additionally, RMP will update and create hazard maps and profile narratives as well as augment existing information and community interviews and targeted field verification. RMP will acquire and assess available City GIS Data (including critical infrastructure and City-owned buildings and assets), and acquire, create, and evaluate asset inventory data beyond City -owned data to format all GIS data into a working database structure. This will include critical facilities, maps that depict the locations of parcels, structures, land use, and population, as well as structures delineated by type of use (e.g., residential, commercial, industrial). As part of this phase, RMP will review existing City documents and plans to identify information that can be included in the Plan development. These documents may include the City's General Plans, Emergency Operations Plans, Flood Hazard Mitigation Plans, Fire Management Plans, and any other relevant document made available by the City. If other planning efforts are currently being undertaken, RMP will assess if any applicable information exists and whether it can be included in the Plan development.

As part of the hazard identification discussion, RMP will lead the team to consider vulnerable populations for all identified natural hazards. This discussion will attempt to identify City assets as well as vulnerable populations which will be impacted in the event of a hazard scenario. The

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details for these discussions will directly impact the HMP hazard profiles and proposed mitigation actions.

The HMPC will rank the dangers according to historical data, funding and mitigation capabilities, potential loss estimates, potential damage to essential infrastructure, and occurrence data. As stated in the DMA 2000 regulations, the primary goal of the data collection activities will be to use the data that already exists. During this procedure, gaps and limitations in the data will also be recognized. The gaps identified will be viewed as suggestions in the plan's mitigation strategies.

### **PHASE 3: RISK ASSESSMENT**

Once the hazards have been identified, RMP will prepare the vulnerability and capability assessments that are outlined below to complete the risk assessment. RMP will work with the HMPC In order to employ the best available hazard and inventory data, including GIS Data.

The Vulnerability Assessment will ascertain the probable impacts that the identified hazards may have on the City. RMP will develop a multi-jurisdictional asset inventory by determining the quantity of buildings, people, and asset values that lie in the different hazard areas and what proportion of the City this represents. The asset inventory will be completed using data generated by the HMPC, Census data, County, State and Federal agency resources. The asset inventory will include the following items for all stakeholders.

- **Demographic data (population, age, ethnicity, and income)**
- **General building stock (square footage of occupancy classes for each census tract)**
- **Medical care facilities**
- **Emergency response facilities (fire, police)**
- **Schools**
- **Dams**
- **Hazardous Materials facilities**
- **Roads, airports, and other transportation facilities**
- **Electric power, oil, and gas lines as well as other utility facilities**

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The vulnerability assessment will include actual or assessed values of the vulnerable facilities, repetitive losses to facilities, critical facilities at risk, natural and cultural resources at risk, growth and development trends, and an estimate of losses per hazard. In addition to this data, existing



studies, reports, and plans will be reviewed, disaster declarations will be documented, and NFIP insured structures and those repetitively damaged by floods will be addressed. Following the completion of the asset inventory, RMP will develop loss estimates for existing assets using a FEMA developed loss estimation methodology that standardizes natural hazard loss using models for estimating potential losses. In estimating losses, RMP and the HMPC will consider various impacts of each hazard event such as:

- Physical damage: damage to residential and commercial buildings, schools, critical facilities, and infrastructure
- Economic loss: lost jobs, business interruptions, repair, and reconstruction costs
- Social impacts: impacts on people, including requirements for shelters and medical aid.

This task is critical in determining which assets are subject to the greatest potential damage and which hazard event is likely to produce the greatest potential losses. The conclusion of this task will precipitate a comprehensive loss estimate (Vulnerability Assessment) for each identified hazard for each specific asset in terms of damages, economic loss, and the associated consequences.

A capability assessment will be conducted that will inventory the existing plans, policies, and procedures that the City has in place to mitigate the effects of hazards. This will include protective measures under the National Flood Insurance Program, building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation policies established in the Plans of the participating jurisdictions.

To complete the Risk Assessment, RMP will review land use patterns in the City and compare them to the hazard profiles created in earlier steps. Comparing the information will allow RMP to identify which hazards could affect growth patterns within the City. This information will be documented in the final report and used in subsequent HMPC meetings to help develop mitigation strategies.

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In accordance with the 2023 Hazard Mitigation Planning Guide, updated HMPs must include a discussion about potential underserved members of the community and those more likely to be impacted by disasters to a larger extent. In anticipation of FEMA's requirements, RMP has developed a strategy to assist the City with understanding the variables which may put certain members of the community at higher risk (i.e., financial status, age, handicaps, etc.) and develop mitigation features to help support this portion of the community. Furthermore, elements for the California State Hazard Mitigation Plan (SHMP) and the Los Angeles County Local All-Hazards Mitigation Plan will be used to help align the City with the County/State efforts.

#### **PHASE 4: MITIGATION STRATEGY DEVELOPMENT**

During the planning process, the HMPC will update the existing mitigation strategies and identify new mitigation projects, as well as coordinate the formal adoption of these strategies. This comprehensive review aims to update each section of the 2018 plan to reflect new data, processes, participating jurisdictions, and the resulting mitigation strategies. It should be noted that the update to the Plan will include an assessment of the success of the participating communities in their implementation of the 2018 Plan.

RMP will document the mitigation features and resources that each agency currently has in place, including fire protection, back-up generators, seismic retrofits and structural improvements, flood channels, etc. Additionally, the meeting will identify mitigation actions and projects that will reduce the impact of identified hazards. RMP will lead the team to develop specific mitigation actions that directly relate to the vulnerable populations discussed in the initial meeting. In accordance with the 2023 Local Hazard Mitigation Plan Guide, the team will be led to create mitigation actions that close the gaps identified for vulnerable populations.

During this meeting a team of qualified individuals, including engineers with hazard mitigation and emergency planning experience and knowledgeable agency representatives, will brainstorm possible projects and actions to mitigate the effects of the identified hazards based on the hazard profiles and loss estimates. RMP will analyze existing mitigation measures from the City's current Emergency Response Plans and Safety Elements, combine them with state and federal guidelines, best practice measures, along with integrating the Plan with other planning efforts within county and other interested jurisdictions.

In addition, RMP will conduct a qualitative Benefit Cost Review (BCR) to prioritize mitigation recommendations for implementation. The priority for implementing mitigation recommendations will depend upon the over cost effectiveness of the recommendation when considering monetary and non-monetary costs and benefits associated with each action. To facilitate the review, the following items will be discussed for each mitigation recommendation:

- 
- **How many people will benefit from these actions?**
  - **How large an area is impacted?**
  - **How critical are the facilities that benefit from the action?**
  - **Does it make sense environmentally to perform the action?**
  - **How feasible is the action?**
  - **Will this action be acceptable to the Public?**
  - **How will the action be funded?**
- 

Additionally, the strategy will address mitigation measures between multiple agencies and clearly define responsibility. A cost estimate on a specified comparative cost scale will also be prepared by the HMPC as needed so that the mitigation actions can be compared and prioritized. After each recommended action is prioritized, RMP will create a draft mitigation strategy to present to the HMPC. RMP's engineers will design a draft mitigation strategy to address means for achieving public unity throughout each jurisdiction regarding its recommendations. Once the draft mitigation strategy is complete, it will be submitted to the City and participating stakeholders for approval. Pursuant to mitigation strategy approval, RMP will be available to present the information at the public workshop.

#### **PHASE 5: PLAN PREPARATION AND DRAFTING**

Using the information acquired during the previous HMPC meetings, RMP will prepare the first draft of the HMP. This draft Plan will be compliant with the DMA 2000 and Cal OES/ FEMA requirements. Upon completion of the Public Review Draft Plan, HMPC members will be given an opportunity to review and provide suggested modifications for the HMP. RMP will work with City personnel to establish a review period. Once all comments have been implemented into the draft, RMP will prepare a presentation to exhibit the Public Review Draft in a public forum. Through e-newsletters, websites, and other opportunities, RMP will enable the public to comment digitally.

#### **PHASE 6: FINAL DRAFT AND CAL OES REVIEW**

RMP will amend the Public Review Draft in response to recommendations made by the community through digital comments and public workshops and prepare a Final Draft Plan. Once the public comments have been addressed, RMP will complete and distribute a digital and hard copy "Draft Final HMP" to the HMPC. Once the City approves the submittal, RMP will complete a

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FEMA Review Tool and facilitate the submittal to CalOES/ FEMA. RMP staff will work diligently with regulators to ensure compliance with both state and federal requirements. After gathering the final comments from Cal OES and FEMA, and completing state and federal review and revision, RMP will present the final HMP to the City.

A master electronic and hard copy of the Plan will be given to the City to assist in adoption of the Plan by Lomita City Council. RMP will make sure to assist the HMPC in securing a final approval letter and plan review tool from FEMA. Pursuant to the City's request, two color hard copies of the LHMP will be provided. The first will be a hard copy that will be submitted to Cal OES/FEMA and the second will be provided to the City. In addition to the hard copies, the final plan document will be distributed to the City electronically in both Word and PDF formats.

#### **PHASE 7: PLAN APPROVAL AND ADOPTION**

RMP will provide the City and Plan stakeholders with guidelines for maintaining the Plan through the five-year update cycle and beyond. The maintenance plan will designate overall Plan monitoring and implementation responsibility. RMP will also define how mitigation strategies can be conducted at various levels of government and included in other planning documents, giving examples. As part of the plan, RMP will outline the maintenance requirements provided by FEMA to ensure the City and all its stakeholders have a clear understanding of FEMA expectations. This will ensure the Plan can be maintained even if Plan responsibilities are redistributed within the City. Once FEMA approval pending adoption is received, RMP will assist the City with final adoption proceedings. This task will include developing an editable Microsoft Word version of the Final FEMA-approved plan, at least one professionally bound hard copy of the final FEMA-approved plan to be provided to the City, and adoption language for City Council proceedings. Additionally, this includes incorporating the City of Lomita's comments and additional public comments into the final MJHMP. Lastly, RMP will distribute the plan to the HMPC and required local, state, and federal agencies.

#### **PROGRESS REPORTS**

RMP confirms that progress reports will be submitted with each invoice, and we will strictly adhere to the Schedule of Performance to ensure timely completion of the project in late 2024.



### 3.0 BACKGROUND INFORMATION ON RMP



The Maher Corporation, doing business as RMP, is an engineering consulting firm specializing in natural hazard risk assessment and mitigation planning, PDM grant writing, emergency response planning, emergency preparedness training, security vulnerability assessments, risk management, and process safety development. Since its formation in 1995, RMP has established an extensive experience base, serving clients from a wide spectrum of industries. Some clients that RMP has recently assisted in updating their local hazard mitigation plan include The City of Gardena, The City of Fountain Valley, the City of Cerritos, the City of Tustin, Zone 7 Water Agency, and Santa Fe Irrigation District. RMP is based in Irvine, California, and the team would be available to travel to the City of Lomita as needed. The following list briefly identifies RMP's core service areas:

- Hazard Mitigation Plans and Benefit-Cost Analyses
- Pre-Disaster Mitigation Grant Applications
- Emergency Preparedness and Response Plans
- Security Vulnerability Assessments
- Risk and Resilience Assessments
- California Accidental Release Prevention Programs
- Process Safety Management
- Risk Management Plans
- Hazardous Materials Area Plans
- Compliance Audits
- Urban Water Management Plans
- Incident Command System Training

RMP began providing hazard mitigation planning services in 2004, with the initial required deadline for the DMA 2000. Services in hazard mitigation include application of systematic methods for identification of natural hazard damage scenarios based on a thorough understanding of the engineering and administrative aspects of systems and facilities. As part of our hazard mitigation services, RMP also conducts technical studies to establish the severity of consequences of postulated hazard scenarios, specialized studies for fire, and effects of external forces (e.g., flood, wind, earthquake, and tsunami) on critical equipment and structures. Based on the results of mitigation studies, site surveys and inspections, and its experience in qualitative and quantitative hazard evaluation, RMP will assist in the development of potential mitigation actions to support overall City resiliency to identified vulnerabilities.

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## ORGANIZATIONAL STRUCTURE

RMP will follow the 2023 Local Hazard Mitigation Planning Guide developed by FEMA as the core approach for developing the HMP. FEMA requires that the HMP meet certain requirements. First, the plan must be approved by the State Authority to receive hazard mitigation funding for disasters following that date. Second, the planning process must be open and public, and must allow the public to have an opportunity to comment during the drafting stage and prior to plan approval. Third, the process must allow other local jurisdictions to be involved in the planning process. Fourth, the plan must incorporate, if appropriate, existing plans, studies, reports, and technical information.

As of April 2023, FEMA now requires agencies to include discussions regarding equity in hazard mitigation to ensure all members of society receive ample resilience support. Additionally, the discussion regarding Climate Change has been further defined to encourage the City to incorporate climate-friendly solutions into its current efforts. RMP Staff will leading planning participants though the process of closing regulatory gaps while reevaluating any current understanding of hazard vulnerabilities in current planning documents (i.e., General Plan, Emergency Plans, or existing mitigation plans).



Based upon this guidance and RMP’s experience with HMPs, Response Plans, and Hazardous Materials Area Plans, the Project Team has formulated a plan for this project which provides a comprehensive, pragmatic, and cost-effective solution to identify strategies for reducing vulnerabilities to high-priority natural and man-made hazards. RMP’s approach will consist of the following tasks: Organization of Resources, Hazard Identification and Profiling, Asset Inventory and Vulnerability Analysis, Development of Mitigation Measures, Drafting an HMP, Local Plan Review and Revision, State and Federal Review, and Local HMP Adoption.

RMP has well-defined, rigorous procedures for project management. These techniques have been developed, refined, and contribute to the company’s success and reputation. Key elements of the established management approach include the following:

- Emphasis on communication with the client and within the Project Team
- Emphasis on quality
- Key senior staff involvement at all project stages
- Frequent comparison of planned versus actual budget and schedule



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As stipulated in the DMA 2000, early and continuous public input is required during an HMP update. RMP has utilized several methods of obtaining public involvement in the update process for HMPs, including the following:

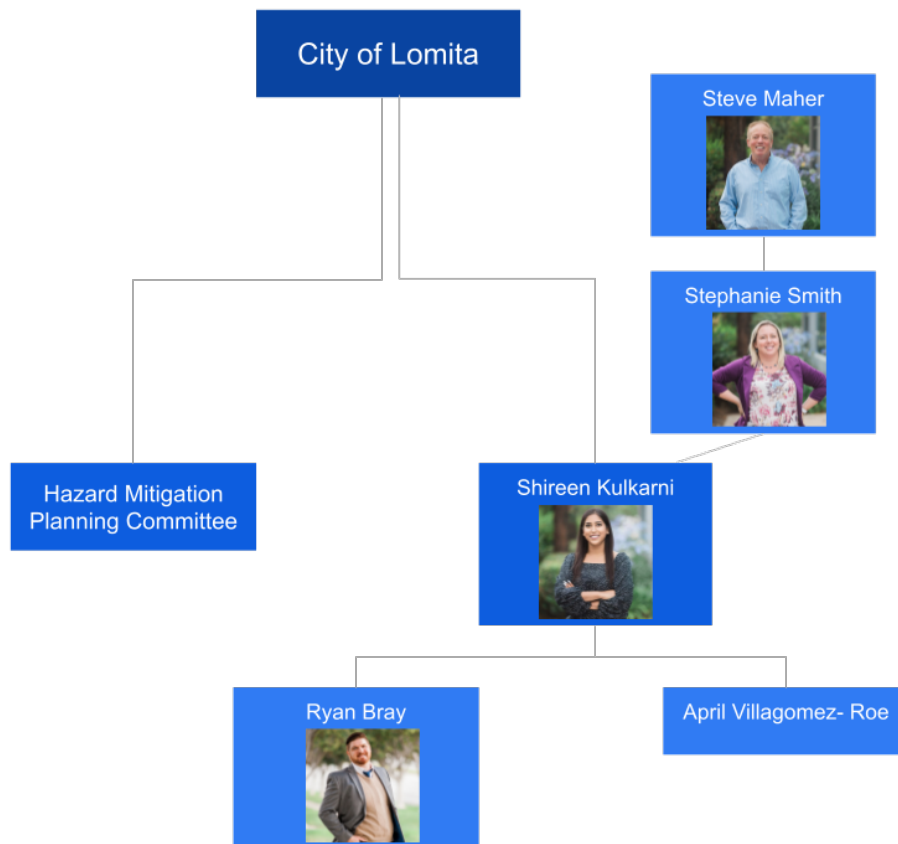
- Public Attendance to Planning Meetings,
- Community Surveys,
- Online Review Processes,
- Interactive Webcast Broadcasts, and
- Public “Town” Meetings and Workshops.

It should be noted Cal OES generally does not encourage the use of community surveys but was impressed by the depth of information collected and the level of participation observed using RMP’s survey template. RMP is confident its experience, public outreach method, and plan update approach will be sufficient to successfully update the City’s HMP. RMP has a 100% acceptance rate for plans submitted to Cal OES and FEMA.

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## STAFF QUALIFICATIONS

An organizational chart depicting the proposed Project Team and a summary of their qualifications is detailed below. Resumes for each proposed Project Team member are attached at the end of this proposal for reference.



**Shireen Kulkarni-Project Manager/Technical Specialist:** Ms. Kulkarni has been involved with project support for HMPs for several entities; including Zone 7 Water Agency, Santa Fe Irrigation District, City of Gardena, City of Fountain Valley, and the City of Tustin. The project support experience will allow Ms. Kulkarni to efficiently manage the progress of the update to the LHMP. Ms. Kulkarni will be contributing to the HMP update process by providing coordination as the Project Manager. Ms. Kulkarni will be responsible for conducting HMPC meetings, combining the talents of the Project Team members, and will ensure final plan completion.

**Ryan Bray- Project Support/Senior Technical Consultant:** Since 2010, Mr. Bray has assisted in the development of HMPs for several municipalities including, but not limited to, the Cities of Gardena & Hawthorne, The City of Paramount, Cerritos, Downey, La Habra, Tustin, and Gardena.

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In addition, he has assisted in the development of HMPs for a variety of water districts including Santa Fe Irrigation District, Eastern Municipal Water District, and Zone 7 Water Agency. Additionally, Mr. Bray has experience developing Emergency Response and Operation Plans as well as Risk and Resilience Assessments. Mr. Bray will provide project administration and coordination support for the City's LHMP update.

**Steve Maher- Owner/Principal Engineer:** Mr. Maher has over 30 years of experience in safety, involving both qualitative and quantitative risk assessment. Specifically, Mr. Maher has been involved in a variety of activities associated with Hazard Mitigation Plan & Pre-Disaster Mitigation Project Grant Applications and Notice of Interest (NOI) submittals, the development of Security Vulnerability Assessments (SVAs) utilizing the RAM-W methodology for numerous water facilities, Emergency Response Plan development and updates, process safety, and risk management. Mr. Maher was part of the team that developed the unique approach to the performance of Benefit-Cost Analysis (BCA) for utility systems. Using detailed techniques and a practical approach, the Risk Management Professionals team approach to developing Hazard Mitigation Plans (HMPs) has been highlighted by California Governor's Office of Emergency Services (CalOES) as the model to follow.

**Stephanie Smith- Principal Engineer:** Mrs. Smith specializes in environmental engineering and process safety engineering. Her environmental engineering experience includes soil vapor extraction system design, pilot testing, and management of operations and maintenance activities, underground storage tank site investigations, various methods of well construction and destruction, inclinometer monitoring for slide stabilization projects, and management of a groundwater dewatering system. Her process safety experience includes performing updates and providing guidance on the California Accidental Release Prevention and United States Environmental Protection Agency's Risk Management Program; performing updates and providing guidance on the Occupational Safety and Health Administration's Process Safety Management Program; knowledge and providing services in other safety programs (i.e., confined space, fall protection, and Hazardous Waste Operations and Emergency Response); providing training on various regulatory programs; and developing a Quantitative Risk Analysis (QRA). Mrs. Smith will provide assistance with natural hazard profile updates and Q&A support during the HMP update.

**April Villagomez-Roe- GIS Engineer:** Ms. Villagomez-Roe has over 9 years of extensive experience in geographic data analysis and cartographic and database design. She has a Master of Science degree in GIS and provides her mapping expertise to the Risk Management Professionals planning team. She has provided hazard profile and asset loss estimate maps for

the City of Fountain Valley, Gardena, Hawthorne, Santa Fe Irrigation District, City of Paramount and Eastern Municipal Water District. These maps include earthquakes, flooding, hazardous materials releases, dam inundation, wildfire hazard areas, and numerous other hazards. Additionally, she has experience with providing support and managing GIS projects including hydrologic, geologic, and chemical data and has extensive experience using the ESRI software suite. Ms. Villagomez-Roe will provide GIS mapping support and expertise for the City's HMP.

**WORK EXAMPLE**

An online link for the City of Gardena's Local Hazard Mitigation Plan Update is located below.

Client Name	Online Link	Finish Date
City of Gardena	<a href="https://cityofgardena.org/wp-content/uploads/2023/06/GardenaLHMP-Draft-5-9-2023-REV1.pdf">https://cityofgardena.org/wp-content/uploads/2023/06/GardenaLHMP-Draft-5-9-2023-REV1.pdf</a>	In Progress

**REFERENCES**

**City of Gardena- 2023 HMP Update**

Contact: Allan Rigg

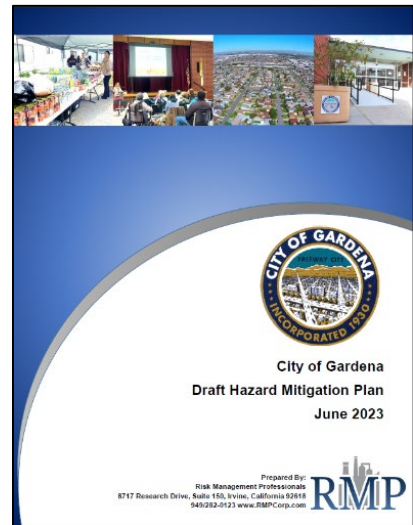
Address: 1700 West 162<sup>nd</sup> Street, Gardena, CA, 90247

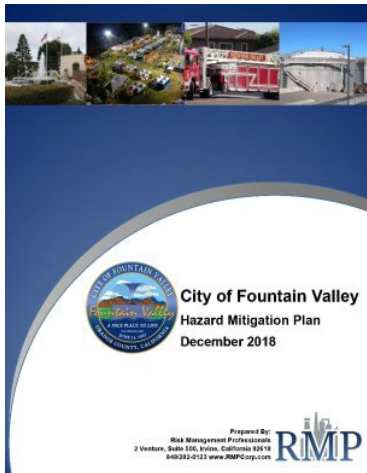
Phone: 310-217-9571

Email: [arigg@cityofgardena.org](mailto:arigg@cityofgardena.org)

Project Status: Project Currently in Progress

Project Description: RMP provided support in completing an HMP update for the City of Gardena. Previously, RMP aided the City of Gardena and the City of Hawthorne in a multijurisdictional LHMP. However, the City of Gardena chose to update their HMP on their own for the current cycle. RMP directed the city to bring together a Steering Committee to re-examine the decisions made by the previous Steering Committee and make strategic updates to align the Plan update with the current trends and goals of the city. The Plan recently went to City Council and gained initial approval for submittal to Cal OES and FEMA.





## **City of Fountain Valley- 2023 HMP Update**

Contact: Michelle Rudaitis

Address: 10200 Slater Avenue, Fountain Valley, CA 92708

Phone: 562-593-4430

E-mail: michelle.rudaitis@fountainvalley.org

Project Status: Project Currently In Progress

Project Description: RMP provided support for an HMP update in 2018 and was invited back to organize efforts for an update to the City's HMP. As was done before, a Steering Committee was formed

to reevaluate and reconstruct decisions made in the previous update. The plan is currently in the drafting stages, with a Kickoff Meeting completed. In the coming weeks, the HMPC will complete hazard profiling, a vulnerability assessment, updates to mitigation strategies, and development of a new implementation strategy.

## **City of Paramount- 2021 HMP Update**

Contact: Steve Coumparoules, Management Analyst

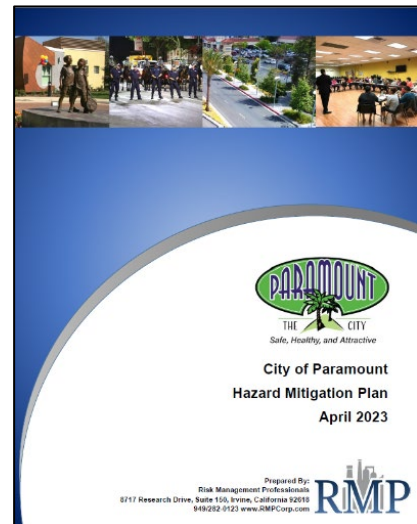
Address: 15001 Paramount Blvd, Paramount, CA 90723

Phone : 562-220-2182

E-mail : scoumparoules@paramountcity.com

Project Status: Project was completed with 90% of proposed budget and approved by FEMA in 2023

Project Description: RMP provided support for an HMP update in 2015 and 2021. In 2021, A Steering Committee was formed and walked through hazard profiling, a vulnerability assessment, updates to mitigation strategies, and development of a new implementation strategy. This information was documented in a clear and concise report. In addition, the city opted to use a public survey to incorporate public input during the planning process. The public was also included by invitation to Steering Committee Meetings and a public meeting. RMP updated the City's planning document and worked with Cal OES and FEMA to secure plan approval. The plan was successfully submitted to Cal OES and approved by FEMA in 2023.



## 4.0 TIMELINE

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

Description	Start Date	End Date
Award of Agreement	11/21/23	11/21/23
Project Start/ Kick off Meeting	12/4/23	12/4/23
Plan Update	12/4/23	4/30/24
Deliver 1 <sup>st</sup> Draft for HMPC Review	5/7/24	5/7/24
Deliver 2 <sup>nd</sup> Draft for Public Review	6/4/24	6/4/24
Public Workshop	6/10/24	6/10/24
Implementation of Public Comments	6/17/24	6/21/24
Compile Final Draft	6/24/24	6/28/24
Submission to Cal OES/ FEMA	07/01/24	12/31/24
Completion of Project	12/31/24	12/31/2024

RMP has updated several HMPs for California cities and agencies throughout 2023. Since FEMA updated their guidance in April 2023, we have seen an extended review period from Cal OES/FEMA. To ensure that the City's meets its deadline of gaining FEMA approval by late 2024, we have provided 6 months of the review period to ensure that the project is completed in a timely manner.

An outline of deliverables is depicted on the following page. All deliverables will be provided in a timely manner in accordance with the HMPC's availability as RMP is determined to finish the project by late 2024 per the City's request.



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## **5.0 USE OF SUB-CONSULTANTS**

RMP has a long-standing relationship with April Villagomez-Roe who has provided GIS support services for over a decade on countless projects. Her services agreement with RMP covers all the logistical, contractual, and insurance requirements necessary to complete the proposed project. Coordination with Ms. Gomez will be handled by the RMP Project Manager to ensure all deliverables are provided with ample time for review.

## **6.0 PROFESSIONAL SERVICES AGREEMENT**

RMP states that we have reviewed the City's Standard form Professional Services Agreement and find that the terms are acceptable to assume a swift contractual agreement.



# Shireen L. Kulkarni

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## **PROFESSIONAL HISTORY:**

*Mattson Resources, Irvine, California;  
Administrative Support*

*Risk Management Professionals, Inc.,  
Irvine, California; Technical  
Consultant*

## **EDUCATION:**

*Associates in Art, Philosophy,  
Saddleback College*

*Bachelor of Arts, Philosophy,  
California State University, Fullerton*

Ms. Shireen Kulkarni is currently finishing her final year at the California State University of Fullerton. Currently, Ms. Kulkarni provides support as a Technical Consultant for Risk Management Professionals. Through her experience and education, Ms. Kulkarni has developed technical writing, problem solving, and analytical skills.

Since joining Risk Management Professionals, Ms. Kulkarni has been immersed in multiple aspects of project management and emergency preparedness. She has been focusing on Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (CalOES) Hazard Mitigation Plans (HMP) as well as emergency preparedness planning.

While Ms. Kulkarni has experience in diverse product lines, all completed projects have

used high-end qualitative and/or quantitative risk analysis techniques for decision-making. She provides a high level of support for all projects to ensure project completion, regulatory compliance, and customer satisfaction because of her problem-solving and organizational skills.

## **PROJECT EXPERIENCE**

### **Hazard Mitigation Plans**

Ms. Kulkarni has provided technical support for HMPs using effective methodologies for varying agencies. One component of HMPs is a risk assessment of likely hazards, which includes an estimate of the impact's magnitude and frequency. Furthermore, the Plans conducted a qualitative cost-benefit analysis to assess the projects' economic viability and recommend potential mitigating initiatives. Public input and agency coordination and interaction with surrounding communities were also integral to the development of each plan.

With regards to HMPs, Ms. Kulkarni has worked with several California municipalities and special districts to update their plans for FEMA approval. Ms. Kulkarni has been in contact with Cal OES reviewers throughout 2023, gaining an understanding of the new planning guidelines released by FEMA. Her work with current plan updates has provided her with an understanding of the current HMP update process.

# Shireen L. Kulkarni

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The following is a partial list of clients that Ms. Kulkarni has managed and/or provided project support.

## **CLIENT LIST**

- City of Gardena
- City of Fountain Valley
- City of Tustin
- Zone 7 Water Agency
- Santa Fe Irrigation District
- City of Paramount



## PROFESSIONAL HISTORY:

*Risk Management Professionals, Inc.; Irvine, California; Senior Technical Consultant; 2022-Present*

*Risk Management Professionals, Inc.; Irvine, California; Technical Consultant; 2013-2022*

*Risk Management Professionals, Inc.; Irvine, California; Communications Specialist; 2010-2013*

## Training:

*First Aid, CPR, and AED; 2019.*

## AFILIATIONS:

*Community Emergency Response Team (CERT), City of Corona  
Joined in 2018*

*Central Valley Chemical Safety Day  
Committee Member since 2016*

*Refrigeration Engineering & Technicians Association (RETA)  
Member since 2018*

*Refrigeration Engineering & Technicians Association (RETA)*

*Conference Committee Member (2020)*

## PUBLICATIONS:

*Fight or Flight: A Comparison of Emergency Action and Emergency Response Plans (2018)*

*Compliance Audits: Ensuring the Viability of a Living Program (2020)*

Mr. Bray has twelve (12) years of experience in the health and safety field assisting in technical workshops, marketing activities, and various types of safety plans. Since 2013, Mr. Bray has been a Senior Technical Consultant at Risk Management Professionals and has been immersed in multiple aspects of the emergency preparedness. Focusing on Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (CalOES) Hazard Mitigation Plan (HMP) as well as emergency preparedness planning. His process safety experience includes performing updates and providing guidance on the California Accidental Release Prevention (CalARP) Program, the United States Environmental Protection Agency's (USEPA's) Risk Management Plan (RMP) Program; and the Occupational Safety and Health Administration's (OSHA's) Process Safety Management (PSM) Program.

His exceptional problem-solving and organizational skills provide a high level of support for all projects to ensure project completion, regulatory compliance, and client satisfaction. Mr. Bray's extensive HMP experience has focused on the following areas of practice.

- Local Emergency Planning
- Hazard and Risk Assessment
- Compliance Audit
- Water Demand Assessments
- Grant Writing and Applications
- Urban Water Management Planning
- Debris Management Planning
- Risk and Resilience Assessments

# Ryan W. Bray

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## **Hazard Mitigation Plans**

HMPs include a risk assessment of probable hazards, including the estimated frequency of occurrence and extent of impact. In addition, the Plans identified possible mitigation projects and examined the economic feasibility of the projects through a qualitative cost-benefit analysis. Development of each Plan also included public participation and neighboring agency coordination. Mr. Bray has worked extensively on HMPs for California cities, counties, and municipalities.

Mr. Bray's experience has included working with agencies to maximize public input utilizing multiple mediums including live broadcasts and social media forums. In addition, Mr. Bray developed a system to acquire focused input from the public which can directly be implemented into the planning process. Mr. Bray has earned positive feedback from Cal OES representatives highlighting the effectiveness of the system during the review processes for multiple plans.

Mr. Bray has a 100% acceptance rate for all plans submitted to Cal OES and FEMA.

## **CalARP/CAPP/RMP/PSM Programs**

Mr. Bray's efforts in CalARP/RMP/PSM Programs extend to a broad range of industries, including ammonia refrigeration, seafood production, produce/agriculture, dairy production, cogeneration/energy facilities, metals finishing, and public agencies. His CalARP/RMP/PSM program experience extends from Hazard Assessments/Off-Site Consequence Analyses (OCAs) conducted at all program levels to complete program developments and managing of projects.

## **Compliance Audits/Gap Analyses/Applicability Assessments**

Mr. Bray has conducted many Compliance and Gap Analyses for several different industries including agriculture, water treatment, public agencies, and cogeneration facilities. The duration of the projects has ranged from a few hours for a simpler facility to several days for more complex facilities and/or facilities with multiple processes.

Responsibilities have included performing Triennial Compliance Audits according to regulatory guidance, producing final reports and findings on the audits conducted, and managing project task teams and reviewing final reports.

# Ryan W. Bray

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## **Urban Water Management Plans (UWMPs)**

Mr. Bray assisted with UWMPs for public agencies, water districts and cities within Southern California for the 2015 updates. His primary responsibilities included overall project management, development of water use and supply estimates, general assistance and review with the programs and developing the Water Use Contingency and Water Supply Reliability sections for the plans.

## **Emergency Response Plan (ERPs)/Emergency Operations Plans (EOPs)**

Mr. Bray has managed the update and development of ERPs and EOPs for water districts and cities within Southern California. Mr. Bray has ensured each Plan was laid out in accordance with the Incident Command System (ICS) and illustrated by the National Incident Management System (NIMS) and in accordance with California's Safety and Emergency Management System (SEMS).

## **Debris Management Plans (DMPs)**

Mr. Bray has managed the development of DMPs in accordance with FEMA's Public Assistance Grant Program and Cal OES guidance. Plans include debris volume estimates based on scenario modeling and serve as an extension of ERP/EOP planning. Plans includes steps for encouraging maximum reimbursement for emergency debris management from FEMA and are outlined in accordance with ICS.

## **Risk & Resilience Vulnerability Assessments (RRAs)**

Mr Bray has managed the development of RRAs in accordance with Section 2013 of the America's Water Infrastructure Act of 2018 and the American Water Works Association J100-10 "Risk and Resilience Management of Water and Wastewater Systems" standard. The process included review of agency assets and development of hazard profiles to establish vulnerability estimates for critical infrastructure. Following the completion of the assessment, Mr. Bray has worked with agencies to identify potential modifications to their emergency plans based on the finds of the RRA.

# Ryan W. Bray

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## **Spill Prevention, Control, and Countermeasures (SPCC) Plans**

Mr. Bray has provided support for several SPCC Plans for facilities within Southern California. Support included general updates and revising the plans to meet current regulations and conducting five-year review and updates. The industries served include meat processing and logistics.

## **CLIENT LIST**

The following is a partial list of clients that Mr. Bray has managed and/or provided planning support.

- Bornstein Seafoods
- Boskovich Farms
- City of Benicia
- City of Brawley
- City of Calexico
- City of Cerritos
- City of Colton
- City of Compton
- City of Downey
- City of El Centro
- City of El Segundo
- City of Fountain Valley
- City of Gardena
- City of Garden Grove
- City of Imperial
- City of La Habra
- City of Paramount
- City of Poway
- City of Torrance
- City of Tracy
- City of Tustin
- Desert View Power, Inc.
- Eastern Municipal Water District
- Glacier Cold Storage
- Greenleaf Power
- Kern Energy
- Liberty Utilities
- Montecito Fire Protection District
- Montecito Water District
- Onward Energy
- Peter Rabbit Farms
- Rainbow Municipal Utility District
- Rolls Royce
- San Dieguito Water District
- Santa Fe Irrigation District
- SeneGence
- Sheldon United
- Smithfield
- Smithway Associates
- SYGMA
- SYGMA
- Terra Energy Partners
- The Gill Corporation
- The Picerne Group
- Triunfo Sanitation District
- Ventura Regional Sanitation District

# Ryan W. Bray

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- Ventura Water
- Williams Midstream
- Winonics
- Wood Rogers, Inc.
- World Energy
- Zone 7 Water Agency

While Mr. Bray has experience in diverse product lines, all completed projects have used risk analysis techniques for decision-making. He has provided project coordination and marketing across several industries including the following.

- Municipalities
- Ammonia Refrigeration
- Power Generation Facilities
- Chemical Manufacturing
- Oil & Gas
- Agriculture



# Stephanie M. Smith, PE



## PROFESSIONAL HISTORY:

*Risk Management Professionals, Inc., Irvine, California, Senior Engineer, 2016-Present.*

*Risk Management Professionals, Inc., Irvine, California, Project Engineer, 2013-2016.*

*AMEC Environment and Infrastructure, Inc., Irvine, California, Staff Engineer, 2008-2013.*

*Geomatrix Consultants, Inc., Newport Beach, California, Staff Engineer, 2006-2008.*

*Risk Management Professionals, Inc., Mission Viejo, California, Engineering Technical Specialist, 1995-2006.*

## EDUCATION:

*Environmental Engineering, Master of Science, University of Southern California, Los Angeles, California.*

*Environmental Engineering, Bachelor of Science, California Polytechnic State University, San Luis Obispo, California.*

## CERTIFICATIONS:

*California Professional Engineer – Civil.*

## TRAINING:

*HAZWOPER; 2021.*

*First Aid, CPR, and AED; 2021.*

## ASSOCIATIONS:

*Refrigerating Engineers and Technicians Association (RETA), corporate member.*

*IIAR, corporate member.*

Ms. Stephanie Smith, PE graduated from California Polytechnic State University with a Bachelor of Science

degree in Environmental Engineering and the University of Southern California with a Master of Science degree in Environmental Engineering. Ms. Smith specializes in process safety engineering and civil/environmental engineering. She is currently licensed in the State of California as a Civil Engineer.

Her process safety experience includes performing updates and providing guidance on the California Accidental Release Prevention (CalARP) Program, Nevada Division of Environmental Protection (NDEP) Chemical Accident Prevention Program (CAPP), and the United States Environmental Protection Agency's (USEPA's) Risk Management Plan (RMP) Program; performing updates and providing guidance on the Occupational Safety and Health Administration's (OSHA's) Process Safety Management (PSM) Program; knowledge and providing services in other safety programs (i.e., confined space, fall protection, and Hazardous Waste Operations and Emergency Response [HAZWOPER]); providing training on CalARP, RMP, and/or PSM Programs; conducting Triennial Compliance Audits; and conducting Process Hazard Analyses (PHAs)/Hazard Reviews (HRs).

Her civil and environmental engineering experience includes Spill Prevention, Control and Countermeasure (SPCC) Plans and Urban Water Management Plans (UWMPs). Her general technical expertise includes



**COMMITTEE INVOLVEMENT:**

*RETA Los Angeles Chapter Board  
Member; Since 2015.*

*RETA Los Angeles Chapter  
President, 2019 – Current.*

*RETA Certification Committee  
Member, 2019 – Current.*

*IIAR National Marketing Committee  
Member; Since 2017.*

*IIAR National Marketing Committee,  
Subcommittee Lead for the State  
of the Industry Report, 2017 -  
Current.*

*IIAR National Marketing Committee,  
Vice Chair, 2019 – 2022.*

*IIAR National Marketing Committee,  
Chair, 2022 – Current.*

**TECHNICAL PAPERS AND  
PRESENTATIONS:**

*Presentations at the 2016, 2018, and  
2019, 2021 RETA National  
Conferences.*

*Presentations at the 2018, 2019, and  
2021 IIAR National Conferences.*

*Ongoing webinars, TechTips,  
ProcessThat, and workshop  
presentations for Risk  
Management Professionals’  
education series.*

many remote PHAs/HRs, Compliance Audits, and general services offered by Risk Management Professionals.

Ms. Smith is an active member of the Refrigerating Engineers and Technicians Association (RETA) through Risk Management Professionals’ corporate membership and an active, member of IIAR. She has also served on the RETA Los Angeles Chapter Board since 2015 and is currently servicing as President of the Chapter for 2020, 2021, and 2022. She is also serving the IIAR National Marketing Committee as the Subcommittee Lead for the State of the Industry Report since 2017 and recently started serving as the Chair of the IIAR Marketing Committed beginning in 2022. Ms. Smith formerly served as the Vice Chair of the IIAR Marketing Committee from 2019 through 2021.

In addition to her involvement in the above-listed non-profit organizations, she has presented at both organizations’ National Conferences, and she is a regular presenter for Risk Management Professionals’ educational outreach programs (webinar series, ProcessThat, and TechTips) and has presented at several workshops sponsored by Risk Management

Professionals on a variety of topics.

**PROJECT EXPERIENCE**

**CalARP/CAPP/RMP/PSM Programs**

Ms. Smith’s efforts in CalARP/CAPP/RMP/PSM Programs extend to a broad range of industries, including ammonia refrigeration, seafood production, produce/agriculture, pharmaceuticals, dairy production, cogeneration/energy facilities, foam- insulated metal panels manufacturing, metals finishing, and public agencies. Her CalARP/CAPP/RMP/PSM program experience extends from Hazard Assessments/Off-Site Consequence Analyses (OCAs) conducted at all program levels to

complete program developments and managing of projects. A selection of more recent and/or more robust projects are detailed below.

- *High-Performance Composite Manufacturer, El Monte, CA* – Provided supervisory support for the development of a new regulatory program and facilitated the PHA. Assistance was provided to navigate the regulatory requirements and provide support during audits and regulatory meetings.
- *Cogeneration Facilities, Various Locations, CA* – Provided supervisory services for the development of CalARP/RMP/PSM Programs for multiple facilities. Scope of work included engineering supervision of entire program development, review of developed documentation, project management, and facilitation of the HRs required for newly-developed facilities.
- *Metals Finishing/Electroplating Facilities, Various Locations, CA* – Provided services related to the CalARP/RMP/PSM Programs, including Hazard Assessments/OCA's and regulatory submittals, to various facilities in California. Scope of work included dispersion modeling, development of documentation, review of documentation, and project management.
- *Dairy Production Facility, City of Industry, CA* – Responsible for managing project tasks for the development of a new ammonia refrigeration CalARP/RMP/PSM Program Level 2 Compliance Workbook for the facility while under construction.
- *Pharmaceutical Company, Torrance, CA* – Responsible for managing project tasks for the development of a new CalARP/RMP/PSM Program Level 2 Compliance Workbook for the facility, which utilizes piperidine and hydrofluoric acid. Ongoing scopes of work for Triennial Compliance Audits, Hazard Reviews (HRs), and non-regulated safety analyses have also been completed at this facility.
- *Produce Packaging/Storage Companies, Various Locations, CA* – Responsible for managing project tasks for the development and revisions to CalARP/RMP/PSM Program Level 2 and Level 3 Compliance Workbooks. Providing general consulting services for the general safety and compliance needs for the facilities and updating program documentation upon request.
- *Sanitation Districts, Whittier, CA* – Responsible for managing the five-year CalARP/RMP/PSM update for the two facilities (Program 2 and Program 3 processes) owned by the sanitary districts that utilize chlorine, sulfur dioxide, and aqueous ammonia.

Efforts included coordinating and managing entire project, dispersion modeling and OCA for reporting, and general updates to the entire program.

- *Generating Station, Hermiston, OR* – Responsible for completing the five-year CalARP/RMP/PSM update for a Program 2 facility utilizing aqueous ammonia. Efforts included dispersion modeling for the OCA, submission of documentation to the USEPA, and management of any efforts related to the projects.
- *Ice Cream Manufacturing Plants, Various Locations, CA* – Responsible for assessing client's process safety needs and providing guidance; conducting 5-Year Updates and CalARP/RMP/PSM Program developments, including:
  - submittals, for CalARP/RMP documentation;
  - updating and developing CalARP/RMP/PSM documentation per regulations;
  - assisting with Triennial Compliance Audits;
  - providing training on CalARP/RMP/PSM programs as pertinent to the facility; and
  - providing support for high pressure receiver replacement.
- *Fertilizer Company, Various Locations, CA* – Responsible for updating documentation for several Program 1 and Program 3 facilities throughout California and Washington (including Hazard Assessment updates, CalARP/RMP submittals, and various program support). The chemicals utilized at the facilities included anhydrous and aqueous ammonia.

### **Process Hazard Analyses (PHAs)/Hazard Reviews (HRs)**

The following is a list of selected projects that Ms. Smith has facilitated or scribed in PHAs or HRs.

- *Foam-Insulated Metal Panel Manufacturing, Various Locations, USA* – Conducted PHAs for various facilities throughout the United States due to facility changes, which included a new process chemical and regulatory needs surrounding the change. In addition, provided additional services for assistance with the NDEP CAPP for one facility.
- *Pharmaceutical Company, Torrance, CA* – Responsible for managing project tasks and conducting a variety of PHAs for regulated and unregulated operations at the facility to address regulatory and general safety concerns at the facility for upgrades to operations and facility equipment.
- *Water Treatment Plants, Various Locations, CA* – Facilitated HRs for existing water treatment plants within a district utilizing HAZOP and What-If / Checklist methodology. The HRs were facilitated utilizing engineering scribes.

- *Wastewater Treatment Facility, San Jose / Santa Clara, CA* – Facilitated a PHA for a sludge digester gas design project and working with the design contractor to anticipate design areas where hazards needed to be addressed.
- *Cogeneration Facilities, Various Locations* – Facilitated PHAs for new and existing cogeneration facilities utilizing HAZOP and What-If / Checklist methodologies, mostly in California and Nevada.
- *Waste Heat Recovery Station, Jean, NV* – Facilitated a PHA for an existing waste heat recovery station utilizing HAZOP and What-If / Checklist methodology. The PHA was facilitated in conjunction with other work requested by the facility.
- *Ice Cream Manufacturing Plant, Oxnard, CA* – Facilitated HR for new ice cream production facility utilizing anhydrous ammonia for refrigeration. HR study utilized Hazard and Operability (HAZOP) and What-If/Checklist methodologies.
- *Sod Farming, Stockton, CA* – Facilitated PHA for an existing sod farming operation utilizing chlorine for water treatment on-site. PHA utilized the HAZOP and What-If/Checklist methodologies.
- *Fire Water System, Bakersfield, CA* – Facilitated PHA for an existing fire water system located at a refining facility. The PHA utilized the What-If / Checklist methodology to assess hazards with a non-operational fire water system in the event of an emergency.
- *Compressor Station Odorizer System, MI* – Participated in a PHA for a new odorizer system being designed and installed for a compressor station. The PHA utilized the HAZOP and What-If / Checklist methodologies to assess hazards within the new design.

### **Compliance Audits/Gap Analyses/Applicability Assessments**

Ms. Smith has conducted many Compliance Audits, Gap Analyses, and Applicability Assessments for several different industries in various locations throughout the US, including agriculture, higher education facilities, public agencies, biofuels processing, pharmaceuticals, chemical manufacturing/blending, beverage manufacturing and bottling, ice manufacturing and cogeneration facilities since 2013. The duration of the projects have ranged from a few hours for a simpler facility to several days for more complex facilities and/or facilities with multiple processes.

Responsibilities have included performing Triennial Compliance Audits according to regulatory guidance, producing final reports and findings on the audits conducted, and managing project task teams and reviewing final reports. Gap Analyses and Applicability Assessments were

conducted in the same manner and with the same regulatory requirements as a Triennial Compliance Audit but tailored to find the needs of the individual facility.

### **Recognized and Generally Accepted Good Engineering Practices (RAGAGEP)**

She has supervised and developed documentation to meet the Recognized and Generally Accepted Good Engineering Practices (RAGAGEP) requirements in the CalARP/RMP regulations for various facilities and to various degrees. Scope of work varies from basic documentation to prove RAGAGEP is followed and standards are met at the facility, to in-depth analysis on further compliance for the regulations.

### **Urban Water Management Plans (UWMPs)**

Ms. Smith has assisted with UWMPs for public agencies, water districts and cities within Southern California for the 2015 and 2020 updates. Her primary responsibilities included general assistance and review with the programs and developing the Demand Management Measures (DMM), System Supplies, and Baselines and Targets sections for the plans. The next updates are scheduled for 2025.

### **Spill Prevention, Control, and Countermeasures (SPCC) Plan**

Ms. Smith has updated several SPCC Plans for facilities within Southern California. Support included general updates and revising the plans to meet current regulations and conducting five-year review and updates with Tier I and Tier II facilities. The industries served include meat processing and cogeneration facilities.

### **General Safety Services**

General safety services are provided for clients, as needed. The following is a list of projects in which Ms. Smith conducted and/or managed general services for the facility or client. A summary of the services is included below for pertinent projects. In general, Ms. Smith provides general environmental, health, and safety (EHS) services, regulatory compliance guidance, and general facility support to a wide range of industries and clients.

- *Oil Refining Company, Bakersfield, CA* – Provided support in developing a Fire Water System Manual for the operation, inspection, and maintenance of a fire water system on-site. Work scope included development of standard operating procedures and how to correct deviations.

- *Metals Finishing Facility, City of Industry, CA* – Provided general guidance to a metals finishing facility utilizing chlorine following a release and incident prompting further action for the facility to update their safety programs.
- *Water Treatment Plant, Benicia, CA* – Provided guidance and expertise in updating a Respiratory Protection Program utilizing self-contained breathing apparatus (SCBA) for protection against chlorine gas during routine maintenance.
- *Water and Wastewater Treatment Plants, Calexico, CA* – Provided services for updating the California Environmental Reporting System (CERS) records and addressing concerns from the local regulatory agency.
- *Lumber Retailer, Torrance, CA* – Assisted in the permit effort to construct a lumber retail facility in the vicinity of a refinery. Effort included a Flare Proximity Study for the safety of the new retailer and their operations. An emergency procedure was also developed for a safety mechanism for the property in the event of a flare event.

## **Training**

Ms. Smith has provided various levels of training to several facilities in different industries, including ammonia refrigeration, agriculture, public agencies, biofuels processing, chemical manufacturing/blending, cogeneration, and pharmaceuticals. Training ranges from a basic understanding of the facility's CalARP/CAPP/RMP/PSM program to more details understanding of procedures regarding the different program elements. Ms. Smith has provided trainings successfully both in-person and over a web-based software platform.

## **Emergency Response Plan (ERP) / Emergency Operations Plan (EOP) / Hazard Mitigation Plan (HMP) / Debris Management Plan (DMP) Services**

Ms. Smith has managed teams in updating EOPs, HMPs, and DMPs for local agencies in Southern California. The scope of work included updating documentation and implementation to meet new standards, managing team efforts in updating the plans, and providing status updates and project management services to the agency.

## **Injury and Illness Prevention Programs (IIPPs)**

Ms. Smith is cognizant in the requirements and regulations regarding Injury and Illness Prevention Programs (IIPPs) from her background in environmental engineering, certification in Hazardous Waste Operations and Emergency Response (HAZWOPER), and development of various IIPPs for clients. She also serves as the Safety Officer for Risk Management Professionals, managing technical training for all individuals, arranging First-Aid / CPR training bi-annually, is responsible

for injury reporting (if necessary), and general maintenance of the company's IIPP (including safety inspections and updates).

## **CLIENT LIST**

The following is a partial list of clients that Ms. Smith has managed and/or provided engineering support.

### **Municipalities and Water Treatment**

- Agua Mansa Power Plant
- Camarillo Sanitary Districts
- Castaic Lake Water Agency
- Central Coast Water Authority
- City of Benicia
- City of Calexico
- City of Cerritos
- City of Compton
- City of Downey
- City of El Segundo
- City of Fontana
- City of Garden Grove
- City of La Habra
- City of Paramount
- City of Redlands
- City of Sacramento
- City of Tustin
- County Sanitation Districts of Los Angeles County (multiple facilities)
- East Bay Municipal Utilities District
- Eastern Municipal Water District
- Las Virgenes Municipal Water District (multiple facilities)
- Liberty Utilities
- Metropolitan Water District
- Rainbow Municipal Water District
- Ventura Regional Water District
- Zone 7 Water Agency

### **Manufacturing/Chemical Supply**

- Agri-Chemical and Supply
- All Metals Processing
- Arconic Fastening Systems / Alcoa Fastening Systems
- CALAMCO
- Custom Alloy Sales
- Ducommun
- Electronic Precision Specialties
- Elite Comfort Solutions
- Ganahl Lumber
- GrowMore
- NCI Group, Inc. (multiple facilities)
- PCC Rollmet
- Pregis
- Quaker City Plating
- Rinchem Company
- Rolls Royce High Temperature Composites, Inc.
- Supreme Plating
- The Gill Corporation





- TowerJazz Semiconductor
- TST

### **Ammonia Refrigeration Facilities**

- Artesia Ice, LLC
- Aryzta
- Bornstein Seafoods (multiple facilities)
- Boskovich Farms, LLC (multiple facilities)
- Bubble Bee Foods
- City Brewing
- Cold Star Ice
- Deardorff Family Farms
- DM Camp & Sons
- Dr Pepper Snapple Group (multiple facilities)
- Foster Farms
- Farmer John/Clougherty Packaging, LLC
- Fresh Grill Foods, LLC & Brown Bag
- Gene Wheeler Farms
- Grimmway Farms (multiple facilities)
- Harris Ranch
- Heritage Distributing Company
- Kellogg – Eggo
- LA Bottleworks
- Manning Beef, LLC
- McConnell's Fine Ice Creams
- Milk Specialties Global
- Ninth Avenue Foods
- NorCal Beverage
- Northgate Markets
- OK Produce
- Orchard Partners
- Partners Alliance Cold Storage
- Pepsi Bottling Group (multiple facilities)
- Ruiz Food Products
- Rite Aid Corporation (Thrifty Ice Cream)
- Rockview Farms
- Sun Maid
- Seaboard Produce
- Smithfield
- Smithway Associates, Inc.
- SVP Winery
- Vie de France

### **Energy**

- Alliance Energy
- Avangrid Renewables
- California Institute of Technology (CalTech)
- Colver Power
- Consumers Energy
- DTE Energy
- GreenLeaf Power (multiple facilities)
- Griffith Energy
- Hermiston Generating Plant
- Imperial Irrigation District
- LINN Energy (multiple facilities)
- National Carbon Technologies
- Northern California Power Agency





- NV Energy (multiple facilities)
- NRG Energy, Inc. (multiple facilities)
- Onward Energy (multiple facilities)
- Perennial Power Holdings, Inc.
- Southwest Generation (multiple facilities)
- Wellhead Power (multiple facilities)
- Windsor Energy Group LLC

### **Agriculture**

- Colusa County Farm Supply
- County Line Ag
- Delta Farms
- Grimmway Farms
- North Valley Ag Services
- Ventura Farms
- Wilbur Ellis Company (multiple facilities)

### **Pharmaceutical/Medical Companies**

- Bachem Americas, Inc.
- CSL Behring
- Edwards LifeSciences
- Novartis Pharmaceuticals

### **Oil and Gas**

- Berry Petroleum (multiple facilities)
- Chevron
- Fluor
- Kern Oil
- North Star Biofuels, LLC

### **Other Companies**

- Black & Veatch
- BlueScope Environmental
- IDE Americas
- Tippman Engineering



# Steven T. Maher, PE CSP

## EDUCATION:

*Master of Science, Mechanical Engineering, Carnegie-Mellon University, Pittsburgh, PA, 1983*

*Bachelor of Science, Mechanical Engineering, Duke University, Durham, NC, 1979*

## CERTIFICATIONS:

*Professional Engineer - Chemical Engineering – California*

*Professional Engineer - Mechanical Engineering – Pennsylvania*

*Certified Safety Professional - Systems Safety*

*Incident Command System (ICS) IS-100 Certified*

*National Incident Management System (NIMS) IS-700 Certified*

*National Response Plan (NRP) IS-800 Certified*

## TRAINING:

*First Aid, CPR, and AED; 2019.*

## ASSOCIATIONS:

*Refrigerating Engineers and Technicians Association (RETA), corporate member.*

*Southern California Society for Risk Analysis (SCSRA)*

Mr. Maher has over 40 years of experience in safety, involving both qualitative and quantitative risk assessment. For the past



36 years, he has been responsible for the project management and technical performance of a broad spectrum of mitigation planning, emergency preparedness & response planning, security vulnerability assessment, process safety, risk assessment & management, loss prevention, and safety management system development & assessment projects for petroleum (flammables storage & distribution, production, refining, offshore), chemical, potable water treatment & distribution systems, wastewater treatment & distribution, chlorination, and anhydrous/aqueous ammonia systems.

Mr. Maher has published and presented numerous technical papers to the safety community. He has also authored/co-authored process safety books and technical manuals/guidebooks. Mr. Maher has also taught many classes associated with process safety and risk management, notably at the University of California (Irvine) and University of Southern California. He is currently the primary instructor for a multi-part Hazard

and Operability (HAZOP) Study Facilitation Series and Offshore Facility Safety and Environmental Management Systems (SEMS) Series that are broadcast as webinars by Risk Management Professionals. Recordings of these webinars can be viewed at [www.RMPCorp.com/Webinars](http://www.RMPCorp.com/Webinars).

In addition, Mr. Maher has been lead engineer or project manager for a wide spectrum of projects supporting clients':

- Process Safety Management (PSM) Program
- Process Hazard Analysis (PHA) – Especially, HAZOP & LOPA Studies
- Security Vulnerability Assessments (SVA) & SVA Implementation Plans
- Emergency Response Plans (ERP)

- ERP Training & Emergency Drill Coordination
- Urban Water Management Plans
- LOPA & Related Techniques (e.g., Risk-Graph, SOA)
- Safety Integrity Level (SIL) Assignment/Verification
- Prevention Program Development and Safety Management System Compliance Audits
- Safety & Environmental Management Program (SEMP)
- Safety & Environmental Management System (SEMS)
- Incident Investigation and Root Cause Analysis (RCA)
- Quantitative Risk Assessment (QRA)
- Fire/Explosion and Toxic/Flammable Gas Atmospheric Dispersion Consequence Modeling
- Hazard Mitigation Plans (HMP)
- National Incident Management System (NIMS) & NIMS Training
- CalARP and Federal Risk Management Plans (RMP)
- Chlorination and Anhydrous/Aqueous Ammonia System Process Hazard Analysis
- Chlorine and Ammonia Atmospheric Dispersion Modeling

Mr. Maher has performed hazard and risk assessments for a variety of wastewater collection, distribution, and treatment systems. These have included piping and distribution systems, pumping and lift stations, filtration systems, reverse osmosis systems, and chemical additive systems. Chlorine disinfection system risk assessments have included bulk tanks, one-ton cylinders, and 150-lb. cylinder systems. Sulfur dioxide dechlorination system risk assessments have included bulk tanks and one-ton cylinders. Key wastewater system projects have included the Hamaca Refinery, LA County Sanitation District, Eastern Municipal Water District, City of El Centro, as well as supporting roles for a number of other wastewater system risk assessment and emergency response planning projects.

Mr. Maher has played a lead role (typically as Project Manager and Key Technical Resource) in nineteen (19) Security Vulnerability Assessments (SVA) that applied the RAM-WSM methodology developed by Sandia National Laboratories for potable water treatment and distribution systems. Mr. Maher has also provided technical support to over a dozen additional potable water treatment and distribution systems. Specific to SVAs, Mr. Maher's key specialties have included:

- Application of a Pair-Wise Analysis Approach to Facility Prioritization
- Scenario Identification and Analysis



- Fault Tree Analysis
- Emergency Response Plan Development

Since 1983, Mr. Maher has performed detailed Quantitative Risk Assessments (QRA) for industrial facilities that included a detailed evaluation of risks posed from technological and natural hazards, including earthquake, fire, and flooding. Although these techniques were developed for industrial applications, QRA forms the basis of the approach and methodology utilized for hazard mitigation planning and emergency preparedness and response (i.e., Risk = Probability x Consequence) for a wide variety of systems and structures. As part of his project management responsibilities, he has created informative progress reports and provided high-profile deliverables to various agencies. Key QRA projects spearheaded, include:

- A comprehensive QRA contrasting HF alkylation vs. sulfuric acid alkylation
- Creation of a “Risk Communication Guide for State & Local Agencies” for the OES
- Co-Author of a landmark ASME Professional Development Course – “Risk-Based Decision-Making for Power and Process Facilities”
- QRA optimizing the design for the next generation of offshore oil platform safety shut-down systems
- QRA of an industrial space facility
- QRAs for several commercial nuclear power facilities
- QRA for critical equipment at a DOE nuclear waste isolation site

Mr. Maher has performed hazard and risk assessments for a variety of flammables storage and distribution systems, including more complex processes, at refineries, gas plants, and other processing facilities. In addition, Mr. Maher created a CalARP Submittal for a LNG Fueling Base in Orange County, a siting study that included a risk assessment for the propane and butane storage spheres at a refinery in Southern California, and has reviewed conformance with all relevant API and NFPA codes. Recently, Mr. Maher was one of the key speakers at a two-day Oil & Gas Industry “CalARP/RMP/PSM Compliance Workshop” in Bakersfield, hosted by Kern County Environmental Health Services. For the past 7 years, Mr. Maher has also been an invited speaker at the annual CalCUPA workshop, often speaking about petroleum facility safety, reflecting the confidence California regulatory agencies have in the quality and importance of the work performed by one of the few consulting companies invited to speak at this forum, Risk Management Professionals.



A key PHA and risk assessment technique, HAZOP Studies, has been a focal point for Mr. Maher's career. Mr. Maher has been teaching HAZOP Study training courses since 1986 and has applied the technique to complex industrial processes throughout the world. Mr. Maher is experienced in the application of SIL Assignment/Verification for Safety-Instrumented Systems (SIS), and also the application of Layer of Protection Analysis (LOPA). Mr. Maher also was the original architect for Risk Management Professionals' HAZOP Study Software Tool – PHAPlus™.

Mr. Maher has been performing HAZOP Studies and various types of hazard reviews for Onshore & Offshore Facilities since the late 1980s. Mr. Maher was the lead engineer for a landmark 1989 evaluation of Platform Safety Shut-down System reliability using Fault Tree Analysis and Quantitative Risk Assessment techniques that was published in "Offshore Platform Safety Shutdown System Effectiveness," Safety Developments in the Offshore Oil and Gas Industry, Institution of Mechanical Engineers, Glasgow, Scotland, April 1991. Recently, Mr. Maher has been a key presenter in a variety of Webinars associated with Offshore Facility Safety and Environmental Management Systems (SEMS) (see reference above), as well as championing a 12-part HAZOP Study Facilitation Webinar Series. Mr. Maher was also one of the architects in the creation of SEMS-Solution – a broad spectrum SEMS Compliance Software Package. Recent publications include:

- “Paradigm Shift in the Regulatory Application of Safety Management Systems to Offshore Facilities,” published initially for the 2011 Global Congress on Process Safety (GCPS), summarizing the evolution of SEMS – Process Safety Progress, 2013, Vol. 33, Issue 4.
- “Assimilating Design Formulation and Design Review into a HAZOP,” published for the 2012 GCPS
- “Practical Approach to Vendor Package HAZOP Studies and Preparing the Package Vendor,” published for the 2012 GCPS

One of Mr. Maher's projects included functioning as the Program Manager and a key technical resource for a project that involved a comprehensive evaluation of all safety and environmental activities at a refinery in Los Angeles County, making necessary recommendations, and monitoring implementation. The broad scope of this project encompassed all key safety and environmental elements of plant design and operations, including Process Safety Management (PSM) and Risk Management Programs (RMP). Efforts included a key role in the quantitative risk comparison of a modified HF alkylation process vs. sulfuric acid alkylation. He has also played a key role in risk communication in televised public forums and industry panel discussions for this project.

Mr. Maher has played an active role in “setting the pace” for helping industry address process safety and risk management regulatory requirements. These activities have included serving on prestigious guideline development and best practices steering committees, such as the Center for Chemical Process Safety (CCPS) and the American Petroleum Institute (API). Mr. Maher also authored one of the sections in the “LEPC Region I – California Accidental Release Prevention Program (CalARP) – Implementation Guidance Document”. Thus, Mr. Maher has significant experience in the development of risk assessment and risk management methodologies, including statistical methods used in this project, such as the Delphi Method, Regression Analysis, and Various Statistical Fitting/Correlation Techniques.

Mr. Maher has also completed detailed Quantitative Risk Assessments (QRA) for industrial facilities that included a detailed evaluation of risks posed from technological and natural hazards, including earthquake, fire, and flooding. Although these techniques were developed for industrial applications, QRA forms the basis of the approach and methodology utilized for hazard mitigation planning (i.e., Risk = Probability x Consequence) for a wide variety of systems and structures.

Risk Management Professionals, Inc. Cost Summary for the City of Lomita 2023 Local Hazard Mitigation Plan Update				
October 31, 2023				
	Position	STC	GIS	TC
	Hourly Rate	\$160	\$125	\$110
Requested Tasks		Hours		
<b>Task 1: Project Management</b>				
<i>Task 1 includes project management and coordination for any activities relating to the project (meetings, phone/email correspondence, information gathering, exercise scenario development etc.)</i>		12		18
<b>Task 2: Hazard Identification and Profiling</b>				
<i>Task 2 includes review of City Documentation, Hazard Ranking, and development of hazard profiles. In accordance with new FEMA guidance, the hazard profiles will include provisions for climate change and equity in resilience efforts.</i>		22	6	30
<b>Task 3: Asset Inventory and Vulnerability Assessment</b>				
<i>Task 3 includes the review of City inventory of critical assets, a vulnerability assessment exercise completed in-session with the Hazard Mitigation Planning Committee, and a development of a community profile.</i>		18		30
<b>Task 4: Development of Hazard Mitigation Measures</b>				
<i>Task 4 includes update of Plan goals and objectives, in-session brainstorming exercise to develop mitigation strategies, and a benefit-cost analysis to prioritize mitigation activities.</i>		24	10	34
<b>Task 5: Draft Plan Preparation</b>				
<i>Task 5 includes the preparation of an initial draft Plan for City review.</i>		24		36
<b>Task 6: Plan Review &amp; Revision</b>				
<i>Task 6 includes addressing City comments, development of a Public Comment Draft, inclusion of Public Comments, and preparation of the Final Draft for Cal OES and FEMA review</i>		22		28
<b>Task 7: Plan Adoption and Submission</b>				
<i>Task 7 includes updates in response to comments from FEMA and CalOES and submission of the Final Plan.</i>		22		24
Subtotal Hours		144	16	200
Subtotal Cost		\$23,040	\$2,000	\$22,000
<b>Subtotal Labor Cost</b>		<b>\$47,040</b>		
<b>Overhead Fees</b>				
<i>Estimated Travel Costs</i>				\$528
<i>Materials, Overhead, and Administrative (MOA) Fee</i>				\$2,679
<b>Total Project Cost</b>				<b>\$50,247</b>
<u>Definitions:</u>				
STC = Senior Technical Consultant GIS Eng. = GIS Engineer TC = Technical Consultant				
<u>Notes:</u>				
<ul style="list-style-type: none"> <li>- The above Materials, Overhead &amp; Administrative Fee includes (2) HMP Hardcopies.</li> <li>- Risk Management Professionals provides electronic files to the client, including a PDF file of the complete and final copy of the work scope. Any modifiable files are provided in Microsoft Office format. Risk Management Professionals does not consider the final deliverables proprietary resulting in no extra charge for the electronic files.</li> <li>- The above costs reflect current regulations and may be subject to change if there is a change to the regulations prior to submittal.</li> <li>- Any unused hours will not be billed to the Client. In the event that the hours needed exceed the hours quoted in this proposal, additional scope will be communicated to the client immediately for approval.</li> <li>- Any additional activities not outlined in the scope of work above may be provided at additional cost.</li> <li>- Travel will be billed to the Client at cost. This estimate assumes reasonable advance notification for travel arrangements. Any schedule delays or late notification of project scheduling may potentially increase travel costs for the project.</li> <li>- Risk Management Professionals' payment terms are net 30 days. A 3% late fee will be applied to all invoices over 60 days late.</li> </ul>				



## CITY OF LOMITA CITY COUNCIL REPORT

**TO:** City Council **Item No. SCH 9a**

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Kathleen Horn Gregory, City Clerk

**MEETING DATE:** December 5, 2023

**SUBJECT:** Discussion and Consideration of Council Members Assignments to Various Organizations for Calendar Year 2024

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### **RECOMMENDATION**

Review the Council Member Appointments and Assignments chart and designate delegates to represent the City at various member organization meetings for the calendar year January through December 2024.

### **BACKGROUND**

Upon the selection of a new Mayor and Mayor Pro Tem, it has been customary to review the list of City Council appointments to various internal and external boards, commissions and committees and assign delegates to represent the City Council. All Council Members are invited to attend meetings of external meetings; however, voting rights are reserved for the designated representative or alternate as appropriate.

It is recommended that the list be reviewed and new assignments made for calendar year 2024 as the Council deems appropriate.

### **OPTIONS:**

1. Assign Council delegates to selected organizations
2. Defer appointments to a later date
3. Provide further direction

### **FISCAL IMPACT**

There are no financial implications resulting from this recommendation.



**ATTACHMENT**

1. List of Council Member Organization Appointment and Assignments

Reviewed by:



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Gary Y. Sugano  
Assistant City Manager

Approved by:



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Ryan Smoot  
City Manager

Prepared by:



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Kathleen Horn Gregory, CMC  
City Clerk

## COUNCIL MEMBER ORGANIZATION APPOINTMENTS AND ASSIGNMENTS

Organization/Committee	Meeting Details	2023 Assignments	2024 Proposed
<b>City Selection Committee</b>	Meetings are called when necessary, generally at the same time as the LCC (no compensation) (Mayor)	<b>Delegate:</b> Mayor Waite <b>Alternate:</b> Remainder of Council	<b>Delegate:</b> Mayor <b>Alternate:</b> Remainder of Council
<b>California Contract Cities Association</b>	3 <sup>rd</sup> Wednesday of the month at 7:00 p.m.; location varies (No compensation)	<b>Delegate:</b> Council Member Waronek <b>Alternate:</b> Remainder of Council	<b>Delegate:</b> <b>Alternate:</b> Remainder of Council
<b>*County Sanitation District No. 5</b>	3 <sup>rd</sup> Wednesday of the month at 1:30 p.m. at Torrance City Hall. <b>Compensation: \$125 per meeting plus mileage, if applicable</b>	<b>Delegate:</b> Mayor Waite <b>(Per code, board member is the Mayor)</b> <b>Alternate:</b> Council Member Gazeley	<b>Delegate:</b> Mayor <b>(Per code, board member is the Mayor)</b> <b>Alternate:</b>
<b>*Joint Powers Insurance Authority</b>	One annual meeting in July; Compensation: <b>\$100 for attendance in La Palma (2023)</b>	<b>Delegate:</b> Council Member Waronek <b>(On Executive Board)</b> <b>Alternate:</b> Remainder of Council	<b>Delegate:</b> <b>(On Executive Board)</b> <b>Alternate:</b> Remainder of Council
<b>*LA County West Vector Control District</b>	2 <sup>nd</sup> Thursday of every other month at 7:30 p.m. at 6750 Centinela Ave., Culver City. <b>Compensation: \$100 per meeting with a \$100/month limit regardless of the number of meetings if more than one in any month. (Jan, Mar, May, Jul, Sept, &amp; Nov only)</b>	<b>Delegate:</b> Council Member Gazeley	<b>Delegate:</b>
<b>Cal Cities (formerly League of California Cities)</b>	Meetings are called as necessary at 6:30 p.m., and at various locations (No compensation)	<b>Delegate:</b> Mayor Pro Tem Uphoff <b>Alternate:</b> Mayor Waite	<b>Delegate:</b> <b>Alternate:</b>
<b>*Southern CA Association of Governments (SCAG)-Regional Council</b>	Monthly meeting—dates and times vary. Board Members are elected by SCAG members. <b>Compensation: \$120 per meeting</b>	<b>Delegate:</b> Council Member Gazeley <b>(Elected Position)</b>	<b>Delegate:</b>
<b>*South Bay Cities Council of Governments</b>	Steering meeting 2 <sup>nd</sup> Monday of the month 12 noon-2 pm; Board meeting 4 <sup>th</sup> Thursday of the month 6-8 pm; legislative briefing 2 <sup>nd</sup> Thursday of the month, on a quarterly schedule starting at 9 am. (No compensation but dinner is provided at board meetings)	<b>Delegate:</b> Mayor Waite <b>Alternate:</b> Mayor Pro Tem Uphoff	<b>Delegate:</b> <b>Alternate:</b>
<b>West Basin Water Association</b>	1 <sup>st</sup> Tuesday of the month at Carson Community Center at 11:30 a.m. – lunch (no compensation)	<b>Delegate:</b> Mayor Pro Tem Uphoff <b>Alternate:</b> Mayor Waite	<b>Delegate:</b> <b>Alternate:</b>
<b>CERT Subcommittee</b>	Meets as necessary at City Hall (No compensation)	Mayor Waite & Mayor Pro Tem Uphoff	
<b>Economic Development Committee</b>	Meets as necessary at City Hall (No compensation)	Council Members Segawa & Waronek	
<b>Finance Committee</b>	Meets as necessary at City Hall (No compensation)	Mayor Waite & Mayor Pro Tem Uphoff	
<b>Founder's Day Ad Hoc Committee (60<sup>th</sup> Anniversary formed 7/18/23)</b>	Meets as necessary at City Hall (No compensation)	Council Members Segawa & Waronek	

<b>Airport Noise Ad Hoc Committee</b> (formerly Helicopter Noise Ad Hoc Committee)	Meets as necessary at City Hall (No compensation)	Mayor Pro Tem Uphoff & Council Member Gazeley	
<b>Legislative Committee</b>	Meets as necessary at City Hall (No compensation)	Mayor Waite & Council Member Waronek	
<b>Sister City Association</b>	3 <sup>rd</sup> Thursday of the month (except December) at 7:00 p.m. at City Hall (no compensation)	Council Members Segawa & Waronek	
<b>Water Committee</b>	Meets as necessary at City Hall (No compensation)	Mayor Pro Tem Uphoff & Council Member Segawa	
<b>Street Sweeping Ad Hoc Committee</b> (formed 6/16/20)	Meets as necessary at City Hall (No compensation)	Council Members Segawa & Gazeley	
<b>City Resiliency Ad Hoc Committee</b> (formerly COVID-19 Recovery Ad Hoc Committee, which was formed 3/30/21)	Meets as necessary at City Hall (No compensation)	Mayor Pro Tem Uphoff & Council Member Segawa	
<b>Navy Baseball Fields Ad Hoc</b> (formed 2/24/22)	Meets as necessary at City Hall (No compensation)	Council Members Segawa & Waronek	
<b>Circle of Honor Ad Hoc</b> (formed 7/19/23)	Meets as necessary at City Hall (No compensation)	Mayor Pro Tem Uphoff & Council Member Segawa	

\*Form 806 & Form 700 required



## CITY OF LOMITA CITY COUNCIL REPORT

**TO:** Mayor Waite and City Councilmembers **Item No. SCH 9b**

**FROM:** Trevor Rusin, City Attorney  
Ryan Smoot, City Manager

**MEETING DATE:** December 5, 2023

**SUBJECT:** Discussion and Consideration of a Resolution Approving an Employment Agreement with Joe Hoefgen to Serve as Interim City Manager

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### **RECOMMENDATION**

Adopt Resolution 2023-30 approving an Employment Agreement with Joe Hoefgen to serve as Interim City Manager.

### **DISCUSSION**

City Manager Ryan Smoot has announced his resignation from his position effective January 1, 2024. After careful consideration and discussion, by the City Council it is recommended that Joe Hoefgen be appointed to serve as Interim City Manager starting January 2, 2024, while the City conducts a search for its next permanent City Manager.

Mr. Hoefgen is currently a retired annuitant after serving as the City Manager in the cities of Redondo Beach and Palos Verdes Estates among other local government experience. In total, Mr. Hoefgen brings more than 30 years of local government experience in various capacities. He is familiar with the City of Lomita and its operations, and familiar with the South Bay. Most recently Mr. Hoefgen also served as the Interim City Manager in the City of Signal Hill.

At the City Council's direction, the attached Resolution and Employment Agreement have been negotiated and prepared for consideration. If approved, the agreement would provide Mr. Hoefgen with compensation at an hourly rate equivalent to that of the current City Manager (currently \$120.19 per hour) – Pursuant to CalPERS regulations, the City cannot pay any less nor any more than the approved hourly rate in the existing salary schedule for the same position. The Agreement stipulates that Mr. Hoefgen is not entitled to any other fringe benefits provided to other City Employees, with the exception that he may participate in the City's 457(b) plan at his own cost and with no contribution from the City. As a retired annuitant, Mr. Hoefgen is limited in the total number of hours he may

work for the City to 960 total hours in a fiscal year, and the agreement stipulates that it will terminate upon the appointment of a permanent City Manager, or upon reaching 960 hours. The City has begun the process of searching for a permanent City Manager and expects that process to be complete within the next few months.

**FISCAL IMPACT**

The hourly rate provided for in the agreement is the same as that of the current City Manager (\$120.19). The City will see savings budgetary savings as it Mr. Hoefgen is not entitled to the same benefits provided as part of the employment agreement with the current City Manager.

**ATTACHMENTS**

1. Resolution with Exhibit A – Agreement for Interim City Manager Position

Reviewed by:



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Gary Y. Sugano  
Assistant City Manager

Approved by:



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Ryan Smoot  
City Manager

**RESOLUTION NO. 2023-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPOINTING JOE HOEFGEN AS INTERIM CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT**

**WHEREAS**, Government Code Section 21221(h) permits the City Council to appoint a retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

**WHEREAS**, As of January 2, 2024, the position of City Manager will be vacant; and

**WHEREAS**, the Lomita City Council desires to appoint Joe Hoefgen as an interim appointment retired annuitant to the vacant position of City Manager for the City of Lomita under Government Code Section 21221(h), effective January 1, 2024; and

**WHEREAS**, Joe Hoefgen has over 30 years of municipal government experience, which includes more than 10 years of experience serving as a City Manager in other, local communities in the South Bay and surrounding southern California cities; and

**WHEREAS**, an appointment under Government Code Section 21221(h) requires an active, publicly posted recruitment for a permanent replacement, and as of the date of this Resolution, the City has a notice posted on its website that it is recruiting for a permanent City Manager. The City is and will abide by Section 21221(h) and will take further steps to actively recruit for a permanent City Manager; and

**WHEREAS**, Government Code Section 7522.56(f) requires that post-retirement employment commence no earlier than 180 days after the retirement date, and Joe Hoefgen satisfies this requirement, in that he has been retired from public service since November, 2021; and

**WHEREAS**, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the regular replacement for the vacant position of City Manager for the City of Lomita commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Joe Hoefgen; and

**WHEREAS**, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

**WHEREAS**, the minimum hourly rate for this position is \$120.19, and the maximum hourly rate for this position is \$120.19; and

**WHEREAS**, the hourly rate to be paid to Joe Hoefgen is \$120.19; and

**WHEREAS**, Joe Hoefgen has not and will not receive any other benefit, incentive compensation in lieu of benefits or any other form of compensation in addition to this hourly pay rate.

**WHEREAS**, the entire employment agreement between Joe Hoefgen and the City of Lomita has been reviewed by this body and is attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lomita, as follows:

**SECTION 1.** The City Council has considered the full record before it, which may include but is not limited to such things as the agenda staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

**SECTION 2.** The City Council hereby appoints Joe Hoefgen as interim City Manager effective January 1, 2024, pursuant to the authority provided under Government Code Section 21221(h) and 7522.56, during the recruitment, selection and employment of a regular City Manager, to provide the critically-needed, specialized skills necessary to run the City of Lomita.

**SECTION 3.** The employment agreement with Joe Hoefgen, a copy of which is incorporated herein as **Exhibit A**, is approved by the City Council, effective December 5, 2023.

**SECTION 4.** The Mayor is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the City Manager and City Attorney.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Lomita, California, at a regular meeting held on this 5<sup>th</sup> day of December 2023.

\_\_\_\_\_  
Bill Uphoff, Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney

**CITY OF LOMITA**  
**AGREEMENT FOR**  
**INTERIM CITY MANAGER POSITION**

THIS AGREEMENT (“Agreement”), is made and entered into this 5th day of December, 2023, by and between the City of Lomita (“CITY”) and Joe Hoefgen (“RETIREE”) (collectively, the “Parties”). In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

**RECITALS**

This Agreement is made and entered into with respect to the following facts:

A. CITY seeks to engage RETIREE on an interim basis in the position of City Manager, to serve for a definite period of time, in accordance with the terms set forth in this Agreement; and

B. The parties wish to have RETIREE perform the services of Interim City Manager, while CITY conducts its recruitment for a permanent City Manager, and will terminate such services upon CITY’s selection and hiring of a permanent City Manager; and

C. RETIREE desires to accept employment as City Manager on an interim basis in consideration of and subject to the terms, conditions and benefits set forth in this Agreement; and

D. Government Code Sections 7522.56 and 21221(h) permit retired annuitants under the California Public Employees’ Retirement System (“CalPERS”) to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position, if approved by the Governing Board;

E. RETIREE represents that he is a retired annuitant of CalPERS within the meaning of Government Code §§7522.56 and 21221(h) (“Statutes”) and acknowledges that his compensation is statutorily limited as provided in Government Code §21221(h). RETIREE understands that he can work up to 960 hours total for CITY, a state agency or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during a fiscal year. RETIREE will make CITY aware of all hours he has worked this fiscal year for any CalPERS agencies. With the execution of this Agreement, RETIREE affirms that he has not received unemployment compensation arising from work pursuant to Government Code Section 7522.56 during the 12-month period preceding the effective date of this Agreement. RETIREE further affirms that his CalPERS retirement date became effective prior to the 180-day period preceding the Commencement Date, as that term is defined in Section 3 of this Agreement; and

F. CITY has determined that it is necessary to hire RETIREE, a retired annuitant, because of his extensive knowledge of, skills, and experience in the position of a City Manager at a public entity, which skills are necessary for the successful operation of CITY.

NOW, THEREFORE, CITY and RETIREE, in consideration of the mutual covenants and agreements herein contained, agree as follows:



1. **APPOINTMENT.** In accordance with Resolution No. [REDACTED], RETIREE is appointed City Manager of CITY effective January 2, 2024, on an interim basis under the terms of this Agreement.

2. **POSITION AND DUTIES.** RETIREE is appointed by the City Council of CITY as City Manager of CITY on an interim basis to perform, on the basis set forth in Paragraph 4 below, the duties and functions of the City Manager, and to perform other legally permissible duties and such functions as the City Council shall from time to time assign. The City Council shall have the authority to determine the specific duties and functions which RETIREE shall perform under this Agreement. RETIREE agrees to devote the time, skill, attention, and best efforts necessary to the discharge of the duties and functions of the City Manager position and any other duties assigned to him by the City Council.

3. **TERM, TERMINATION AND AT-WILL STATUS.** This Agreement shall become effective upon the date executed both by RETIREE and CITY, which date shall be the date first referenced above. RETIREE shall commence the performance of his duties under this Agreement on January 2, 2024, or at such later date as the parties hereto shall agree in writing (“Commencement Date”). This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent City Manager; (ii) upon RETIREE working 960 hours combined for any CalPERS Agencies during fiscal year 2023-2024 or 960 hours in any subsequent fiscal year; or (iii) upon termination of the Agreement by either RETIREE or CITY as provided below.

RETIREE acknowledges that he is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder and shall be subject to termination by the City Council at any time without advance notice and without cause. Nothing in this Agreement is intended to, nor does, confer upon RETIREE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of RETIREE and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of RETIREE to resign at any time from his position with CITY.

4. **COMPENSATION.** CITY agrees to provide the following compensation to RETIREE for the services of Interim City Manager:

Beginning as of the Commencement Date, CITY agrees to pay to RETIREE for services rendered under this Agreement, \$120.19 per hour, which amount is in conformance with the requirements of Government Code Section 7522.56(d). The hourly rate is not more than the maximum nor less than the minimum monthly base salary paid to other employees performing comparable duties as listed on CITY’s publicly approved pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333. Because RETIREE is paid on an hourly basis, and in accordance with the FLSA, if RETIREE works over 40 hours per workweek, RETIREE will be paid for additional hours at the legally required overtime rate. RETIREE shall not be entitled to any additional compensation. CITY shall not pay for vacation or holidays, nor shall RETIREE be entitled to any fringe benefits. Notwithstanding the foregoing, if allowed by law, RETIREE will be authorized to voluntarily participate in CITY’s 457(b) supplemental retirement savings plan, provided, however, that CITY shall not make any contributions thereto.

5. **SUPPORT SERVICES AND EQUIPMENT.** RETIREE shall be provided office space and the equipment needed to perform his duties and sufficient to fulfill obligations

under this Agreement, as determined by the City Council. In accordance with Government Code Section 21221(h), personal use of such equipment is not permitted.

6. **EXPENSES.** CITY shall reimburse RETIREE for authorized, reasonable and necessary travel expenses incurred by RETIREE in the performance of his duties pursuant to this Agreement. RETIREE shall document and claim said reimbursement for such travel in the manner and forms required by CITY. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and CITY's adopted reimbursement policies. RETIREE will not be compensated or reimbursed for commuting. Other than as specifically provided herein, RETIREE shall receive no other compensation or reimbursements for expenses incurred by him in performance of this Agreement. Reimbursements are not compensation and shall not be reported to CalPERS.

7. **PROPRIETARY INFORMATION.** "Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, consultants, or business associates, which was produced by any employee of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of CITY, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, RETIREE shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following termination, RETIREE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. RETIREE'S obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

8. **NON-ASSIGNMENT OF AGREEMENT.** This Agreement is intended to secure the individual services of the RETIREE and is not assignable or transferable by RETIREE to any third party.

9. **GOVERNING LAW/VENUE.** This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Los Angeles County.

10. **ENFORCEABILITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11. **CONFLICT OF INTEREST.** RETIREE agrees that during the term of this Agreement, he will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated or not, that would in any way conflict with, or impair RETIREE'S ability to perform the duties described in this Agreement. Any work performed for CITY outside the terms of this Agreement must be approved in advance in writing by the City Council. RETIREE agrees to disclose whether he is performing work for any other CalPERS public agency employer during the term of this Agreement.

12. **NOTICE.** Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

**CITY**

City of Lomita  
24300 Narbonne Ave.  
Lomita, CA 90717  
Attention: City Clerk

**RETIREE**

Joe Hoefgen  
[ADDRESS ON FILE]

13. **HOURS OF WORK.** RETIREE shall devote the time necessary to adequately perform his duties as City Manager on an interim basis. The parties anticipate that RETIREE will work the following schedule: 7:30 AM to 5:30 PM, Monday through Thursday, and 8:00 to 5:30 PM alternating Fridays, unless an alternate schedule is agreed to by CITY and RETIREE. However, in no event shall RETIREE be required to work in excess of 960 hours in fiscal year 2023-2024 and 960 hours per each subsequent fiscal year for CITY, including hours worked for other CalPERS Agencies during such fiscal years.

RETIREE will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, RETIREE shall keep CITY continually apprised of any hours worked by RETIREE for other CalPERS Agencies during the term of this Agreement.

14. **WAIVER.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

15. **INDEMNIFICATION.** In accordance with and subject to the limitations of the California Government Claims Act, the California Government Code and California Labor Code, CITY shall defend, save harmless and indemnify RETIREE against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of RETIREE's services as City Manager on an interim basis, except that this provision shall not apply with respect to any intentional tort or crime committed by RETIREE, or any actions outside the course and scope of his employment as City Manager on an interim basis.

16. **NO PRESUMPTION OF DRAFTER.** The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

17. **ASSISTANCE OF COUNSEL.** Each party to this Agreement warrants to the other party that the party has either had the assistance of counsel in negotiation for, and preparation

of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement of the parties considering the subject matter hereof and all prior agreements or understanding, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed, and acknowledged by both of the parties thereto. If any portion or provision hereof is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall be effective and shall remain in full force and effect.

**CITY OF LOMITA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Barry Waite, Mayor

**RETIREE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Hoefgen

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Trevor Rusin  
City Attorney  
City of Lomita