

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of December, 2022, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **Infinity Technologies, a California Corporation**, with its principal place of business at **17875 Von Karman Avenue, Suite 150, Irvine, CA 92614** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional IT consulting services for **COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY SERVICES** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional comprehensive managed IT consulting services necessary for the Project("Services"). The Services are more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant represents that it has that degree of specialized expertise contemplated within California government code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated

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

deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One hundred and seventy nine, seven hundred and sixty, \$179,760 per year** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 Labor Code Requirements.

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

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

3.5 Accounting Records.

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

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant

shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

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

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

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

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

3.6.2 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

3.6.5 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

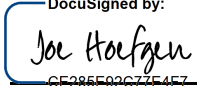
3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and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

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

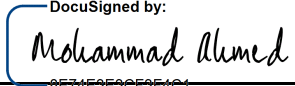
3.7 Subcontracting

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

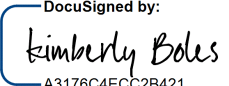
CITY OF SIGNAL HILL

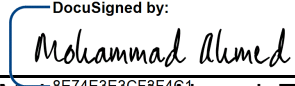
By:  DocuSigned by:
 Joe Hoefgen
 Interim City Manager

CONSULTANT

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

ATTEST:

By:  DocuSigned by:
 Carmen R. Brooks
 City Clerk

By:  DocuSigned by:
 Mohammad, Ahmed, Treasurer

APPROVED AS TO FORM:

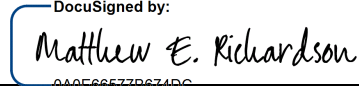
By:  DocuSigned by:
 Matthew E. Richardson
 City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

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

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

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

Staffing Requirements:

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

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

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

EXHIBIT "B"

SCHEDULE OF SERVICES

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

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

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

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

Infinity Technologies resolution times during normal business hours are generally:

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

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

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

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

IMPACT DESCRIPTION RESPONSE TIME RESOLUTION TIME SERVICE LEVEL TARGET

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

EXHIBIT "C" COMPENSATION

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

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

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

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

Infinity Technologies offers GIS Services at the following hourly rates:

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

EXHIBIT "D"

INSURANCE REQUIREMENTS

3.2.11 Insurance.

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

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

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

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

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

(D) **Cyber Security and Privacy Liability insurance** with limits of \$1,000,000 per occurrence/loss, \$2,000,000 aggregate. If coverage is maintained on a claims-made basis, Consultant/Contractor shall maintain such coverage for an additional period of three (3) years following termination of the contract.

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

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

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

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

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

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

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

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

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

(A) Commercial General Liability

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

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

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

(B) Automobile Liability:

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

3.2.11.4 Technology Professional Liability (Errors & Omissions):

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

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

3.2.11.5 Workers' Compensation:

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

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

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

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

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

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

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

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

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

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

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

the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.