



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
FAX (310) 377-7288

AGENDA
REGULAR COUNCIL MEETING

CITY COUNCIL
Monday, March 23, 2020

CITY OF ROLLING HILLS
7:00 PM

This meeting is held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020. Any or all Councilmembers may attend and participate by teleconference.

Public Participation: City Hall will be closed to the public through the month of March 2020. A live audio of the City Council meeting will be available on the City's website (<http://www.rolling-hills.org/>). The meeting agenda is on the City's website (<http://www.rolling-hills.org/Archive.aspx?AMID=70>).

Members of the public may submit comments until 6:30pm on the meeting date by emailing the City Clerk at ycoronel@cityofrh.net. Your comments will become part of the official meeting record. You must provide your full name, but please do not provide any other personal information (i.e., phone numbers, addresses, etc) that you do not want to be published.

1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

*This is the appropriate time for members of the public to make comments regarding the items on the consent calendar or items **not** listed on this agenda. Pursuant to the Brown Act, no action will take place on any items not on the agenda.*

4. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

4.A. [APPROVAL OF CITY COUNCIL MEETING MINUTES.](#)

RECOMMENDATION:APPROVE AS PRESENTED.

[01-25-20CCDraftMinutesv4-1.docx](#)

4.B. [PAYMENT OF BILLS.](#)

RECOMMENDATION:APPROVE AS PRESENTED.

[2020-03-10 Payment of Bills.pdf](#)

[2020-03-19 Payment of Bills.pdf](#)

5. **COMMISSION ITEMS**

NONE.

6. **PUBLIC HEARINGS**

NONE.

7. **OLD BUSINESS**

NONE.

8. **NEW BUSINESS**

8.A. [DISCUSS THE PROCLAMATION OF LOCAL EMERGENCY
REGARDING THE THREAT OF COVID-19.](#)

RECOMMENDATION:Staff recommends that the City Council discuss the need for the City to proclaim a local emergency in the City of Rolling Hills in response to COVID-19 activity.

[Chapter_2.32___CIVIL_DEFENSE_AND_DISASTERS.pdf](#)

8.B. [CONSIDER AND APPROVE PARTICIPATION IN ALERT SOUTHBAY
NOTIFICATION SYSTEM.](#)

RECOMMENDATION:Staff recommends the City Council participate in the Alert Southbay Notification System and subscribe to the services of Everbridge.

[Rolling Hills_MJNS Project_Updated 3-6-20.pdf](#)

[SLG Master Services Agreement v8 C1 Outgoing PDF](#)

8.C. [CONSIDER AND APPROVE MID-YEAR BUDGET REPORT.](#)

RECOMMENDATION:STAFF RECOMMENDS THAT THE COUNCIL RECEIVE AND FILE THE FISCAL YEAR 2019-2020 MID-YEAR BUDGET REVIEW AND APPROVE THE RECOMMENDED BUDGET ADJUSTMENTS.

[FY 19-20 MidYear Review RH.pdf](#)

[Budget Adjustment 2019-20.pdf](#)

[FY 19-20 MidYear Review RH Capital Projects Fund.pdf](#)

[FY 19-20 MidYear Review RH Traffic Safety Fund.pdf](#)

[FY 19-20 MidYear Review RH Utility Fund.pdf](#)

8.D. **CONSIDER AND APPROVE RENEWAL OF LOS ANGELES COUNTY GENERAL SERVICES AGREEMENT.**

RECOMMENDATION:CONSIDER AND APPROVE RENEWAL OF GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE COUNTY OF LOS ANGELES AND ADOPT CITY COUNCIL RESOLUTION NO. 1251 ADOPTING THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE COUNTY OF LOS ANGELES EXTENDING THE AGREEMENT THROUGH JUNE 30, 2025.

[Resolution1251LACoGSAgreement.docx](#)

[GSA '20-'25.pdf](#)

9. **MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS**

9.A. **CONSIDER ACTION TO ENCOURAGE STATE LEGISLATURE TO DELAY PAYMENT OF PROPERTY TAX (ORAL).**

RECOMMENDATION:NONE.

10. **MATTERS FROM STAFF**

NONE.

11. **ADJOURNMENT**

Next regular meeting: Monday, April 13, 2020 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Public Comment is welcome on any item prior to City Council action on the item.

Documents pertaining to an agenda item received after the posting of the agenda are available for review in the City Clerk's office or at the meeting at which the item will be considered.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting due to your disability, please contact the City Clerk at (310) 377-1521 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility and accommodation for your review of this agenda and attendance at this meeting



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A
Mtg. Date: 03/23/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOHANA CORONEL, CITY CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES.

DATE: March 23, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:
APPROVE AS PRESENTED.

ATTACHMENTS:
[01-25-20CCDraftMinutesv4-1.docx](#)

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
SATURDAY, JANUARY 25, 2020**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 10:00a.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

Councilmembers Present:	Mayor Mirsch, Pieper, Black, Dieringer, and Wilson.
Councilmembers Absent:	None.
Others Present:	Elaine Jeng, P.E., City Manager. Meredith T. Elguira, Planning & Community Services Director Yohana Coronel, City Clerk Terry Shea, Finance Director Jim Walker, Contract Accountant Gordana Swanson, 2 Chesterfield

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

There were no public comments.

4. DISCUSSION ITEMS

A. STRATEGIC PLANNING WORKSHOP.

City Manager Elaine Jeng gave an overview of how the discussion would be guided via a PowerPoint presentation. She welcomed everyone for making themselves available on a Saturday and proceeded to highlight the workshop guidelines, goals and objectives of the workshop and strategic planning going forward. She also informed the Council that her hope was to focus on their common priorities.

Workshop Guidelines

City Manager Elaine Jeng went over the guidelines and informed the Council that she wanted to make sure time was used efficiently. She requested that the Council be respectful of other Councilmember's perspectives and allow their fellow Councilmembers to fully convey their ideas. She stressed that the workshop was meant to present their priorities and was not a forum for arguments but a forum in which to represent their constituents. She informed the Council that staff was present to support them and answer questions that may arise.

Goals of the Workshop

City Manager Elaine Jeng informed the Council that the goal of the workshop is to get a general direction from the Council. She hoped that the workshop would provide an honest dialogue between the Council regarding the future of the City. She continued to inform the Council that the discussion topics could focus on the priorities specified by the Council or any other areas that the Council may wish to address, for example, expanding services to the community by providing car/shuttle services.

Objectives of the Workshop

City Manager Elaine Jeng stated that the objective of the strategic workshop was to determine the specific and precise goals of the Council. She suggested that the Council establish a minimum of one priority and a maximum of three priorities agreeable among the Council to establish the City's work plan for the next two Fiscal Years 2020-2021 and 2021-2022.

Strategic Planning Going Forward

City Manager Elaine Jeng proceeded to review her projected strategic planning session timeline going forward. She expects to report out to the City Council by the next regularly scheduled City Council Meeting on Monday, January 27, 2020. Strategic Planning Session #2 is scheduled for the February 10, 2020 City Council Meeting, and Strategic Planning Session #3 is scheduled for the February 24, 2020 City Council Meeting where she will continue to use the established priorities to define actions items. She informed the Council that on April 13, 2020 the City Council is scheduled to discuss Fiscal Year 2020-2021 budget priorities which will hopefully translate from action items to budget items.

City Council Common Priorities

City Manager Elaine Jeng pointed out that common priorities among the Council are as follows; 1) Wildfire Mitigation/Emergency Preparedness, 2) Sewer, 3) Utility Undergrounding, and 4) Drainage.

Sewer

During the Council discussion, it was stated that staff should first review the Sewer Study and wait to see what the predicted cost is first before deciding how to move forward. There was a suggestion about checking with the residents to see if they are interested. A citywide sewer project, given the distance between homes and the sewer connection, could prove to be too expensive. Council also considered that there may be some upfront cost but it may turn out to be cheaper for residents to connect to the sewer in the long run. It was also mentioned that the RHCA project of converting their septic tank to sewer connection could offset some of the sewer cost. There was also talk about Middleridge residents wanting to fund their own sewer connection. Councilmember Black commented that there is no buy-in from the residents because the cost is prohibitive. Councilmember Dieringer stressed minimizing legal liabilities.

Undergrounding

Discussion ensued among the Council about the status of the grants and how much money should be allocated towards undergrounding. Councilmember Pieper stated that he was comfortable if the project cost was \$1.1 million because it was his understanding that there is money available. Mayor Mirsch asked the Council if they would like to continue the on-going funding of one hundred thousand a year or should they allocate the money towards another project. Councilmember Wilson asked staff to confirm if \$250k was still being allocated from the general fund for undergrounding. Finance Director Terry Shea answered yes, and that the City has been doing so for the past two years. The Council concluded that they are in support of undergrounding and would like see that other areas of the City have the opportunity to participate in undergrounding.

Drainage

Councilmember Black stated that he is in full support of catch basins and capturing all the drainage on Crest Road North. Mayor Pro Tem Pieper suggested updating the parking area in City Hall and exploring the idea of retaining the storm water on campus. It is his understanding that this may solve the runoff issue. City Manager Jeng informed the Council that in order to discharge runoff to waterbodies, certain requirements need to be met which are very difficult. She suggested that drainage should be directed to the canyons so there is no discharge. She stated that this storm water diversion to the canyons is something to consider if the City wants to eliminate flow and not participate in MS4. Mayor Pro Tem Pieper asked what would it take to eliminate hiring a consultant and keep the water on site. He inquired if there was an exit strategy from the storm water tax on the residents. He would prefer to allocate money towards fixing drainage and improving the water quality. Mayor Mirsch stated that storm water management needs a feasibility study. She pointed out that the City does not own the drains and would rather educate the residents about drainage. Councilmember Dieringer pointed out that if the City builds a catch basin, then the City would be liable and would prefer not to explore that avenue.

Wildfire Mitigation/Emergency Preparedness

Councilmember Black stated that he felt that the Emergency Preparedness is progressing well but some areas need some help. He suggested hiring the association to clear out some vegetation. He also stated that he felt it was important to determine boundaries within the City. He noticed that brush clearance and complaints are continuous and suggested shifting funds towards more robust firebreaks. Mayor Pro Tem Pieper concurred with Councilmember Black and stated that he would like for the City to continue working with the Land Conservancy for the next 2-3 years. He suggested adding fire breaks between the brush clearing edges and boundary fences. Mayor Mirsch commented that she thought this was a great concept. City Manager Jeng informed the Council that the RHCA stated that the easements are not their obligation and asked for direction from Council as to how to move forward. Mayor Mirsch stated that it was her understanding that the RHCA is waiting for the decision from the Richard Colyear case, so in the meantime they are hands off and are leaving the City in charge. Councilmember Black stated that he agrees with the RHCA's decision. Mayor Pro Tem Pieper stated that he felt that the residents will get used to taking care of the dead vegetation. Councilmember Wilson suggested splitting the cost of clearing vegetation between the City and the RHCA.

Crest Road East Gate

City Manager Jeng stated that the RHCA committee was being inconsistent with their decision about the gate. The primary concern seems to be that the gate would be open permanently allowing public access to private property. It was the Los Angeles County Fire Departments opinion that the Crest Road East Gate is hard to maneuver. They suggested to motorize the gate and to clear the brush around it. Discussion ensued among the Council and it was agreed that the Council would take authority over the gate if needed. Mayor Mirsch reminded the Council that the road is a one lane road and it was her understanding that the Fire Department would prefer it if it was declared a one-way exit for emergencies only. City Manager Jeng stated again that the residents need a clear and open path to exit, which brings the question of whose job it is to clear the easements and maintain them. She asked for clarification from the Council as to how to proceed. Mayor Pro Tem Pieper answered that the easements should be cleared of all vegetation and that the RHCA needs to figure out the gate issue. City Manager Jeng asked if it was the Council's desire to have the residents take responsibility of the easements. The Council replied, "Yes". Jim Walker asked who is liable for the gate. Councilmember Black answered that he did not care about the liability just as long as the gate is open during an emergency. Councilmember Dieringer stressed that overall the gate needs to be secured **except that a gate access plan for emergencies needs to be developed** because providing no access to the gate **for residents during emergencies** presented a greater liability.

Emergency Preparedness/Evacuation Routes

Councilmember Dieringer requested that more money be devoted to the evacuation route preparedness. She stated that residents need to be informed, trained and have a plan in place. Mayor Mirsch stated that the Block Captain program is actively working on an evacuation plan and most of her concerns are addressed at the Block Captain meetings, but she agrees that funding should be increased for this program. City Manager Jeng informed the Council that she is currently working with the Block Captains, First Responders, RHCA and residents to finalize the City's Community Wildfire Protection Plan (CWPP).

Other Topics

It was decided by the Council that the permit process should remain as is. The Council also requested better communication with the residents. It was discussed that the electronic communications (email and/or text) is more modern. Mayor Mirsch requested making the Blue Newsletter four pages instead of one and possibly outsourcing the production of the newsletter if it proves to be cost effective. City Manager Jeng stated that the City would prioritize collecting contact information (email, cell phone and landline), keep the Blue Newsletter but expand it periodically. The Council also stated that they would attempt to keep their Council Meetings shorter and acknowledge that it was the responsibility of the Council to keep better time on discussion of topics. Councilmember Dieringer requested allocating money towards items that will help minimize liabilities. Councilmember Black noted that the City's legal cost is rising. Finance Director Shea suggested that staff identify when to talk to the Attorney to try to minimize the cost. Councilmember Wilson asked if the City Council had the right to call the City Attorney. City Manager Jeng responded yes and stated that the City Attorney works for the City Council. She also informed the Council that she will ask staff to curtail **their** requests to the Attorney's Office and better define what questions and/or requests should be directed to them. She also offered to

provide a list of projects staff is working on with the Attorney's Office. Councilmember Dieringer requested making public safety a priority and suggested better coordination with RHCA to address the community's needs. She also suggested adding community safety measures to supplement the Sheriff's Department and adding cameras that capture more than license plates. Mayor Pro Tem Pieper stated that the community was not ready to have more security and that installing cameras at the entrances would cause privacy issues. He also felt that the RHCA is not aggressively looking to add security measures. Councilmember Dieringer stated that if the City is responsible for public safety but has no authority over the staff at the entrances, how can the City address public safety. City Manager Jeng asked if Council was directing staff to take authority over the gates. Councilmember Dieringer stated that for now she is comfortable advocating for more security measures and cameras. Discussion ensued among the Council about other services they would like to see and how the City can provide more services for its residents. Councilmember Black would like to explore a potential reimbursement to residents.

5. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 1:28p.m. The next regular meeting of the City Council is scheduled to be held on Monday, January 27, 2020 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Leah Mirsch
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.B
Mtg. Date: 03/23/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS.

DATE: March 23, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:
APPROVE AS PRESENTED.

ATTACHMENTS:
[2020-03-10 Payment of Bills.pdf](#)
[2020-03-19 Payment of Bills.pdf](#)

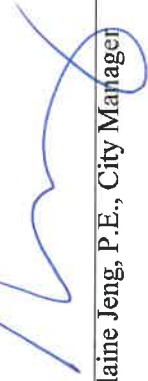
CITY OF ROLLING HILLS

3/23/2020 Special Check Run 3/10/20 and CHECK RUN B

Check No.	Check Date	PAYEE	DESCRIPTION	AMOUNT
26325	3/10/2020	ALAN PALERMO CONSULTING	February 2020 Services-CIP Project Management	2,160.00
26326	3/10/2020	California Water Service Co.	Water Usage 1/28/20 to 2/26/20	609.13
26327	3/10/2020	HF&H CONSULTANTS, LLC	December 2019 and January 2020 Services - Franchise Negotiations	7,058.75
26328	3/10/2020	Konica Minolta Business Solutions USA Inc.	Maintenance Agreement - 1/11/20 to 2/10/20	642.91
26329	3/10/2020	County of Los Angeles	January 2020- Coyote Control	1,336.92
26330	3/10/2020	LA County Sheriff's Department	January 2020 Law Enforcement Service	29,654.48
26331	3/10/2020	Municipal Code Corporation	Administrative Support Fee - 6/1/19 to 5/31/20	225.00
26332	3/10/2020	Palos Verdes Peninsula Chamber of Commerce	Economic Forecast Breakfast 2020	90.00
26333	3/10/2020	Rolling Hills Estates	RHE Lease agreement-Parking Lot	100.00
26334	3/10/2020	Southern California Edison	Electricity Usage 1/17/20 to 2/18/20	432.47
26335	3/10/2020	Sun Electric	Intermatic Timer Repair	219.03
26336	3/10/2020	USCM	Deferred Compensation 2/28/20	50.00
26337	3/10/2020	Vantagepoint Transfer Agents - 306580	Deferred Compensation 2/28/20	826.13
26339	VOID	VOID	VOID	0.00
26338	3/10/2020	Willdan Inc.	January 2020 Services- RH TE Services	507.50
26340	3/10/2020	Daily Breeze	February 2020 - Classified Advertising	344.55
26341	3/10/2020	Best Best & Krieger LLP	February 2020 Services - General, Land Use and View Presentation	6,802.00

* EFT	CALPERS	Health Insurance - April 2020	
* PR LINK	PR LINK - PAYROLL PROCESSING	Processing Fee	53.70
* PR LINK	PR LINK - PAYROLL 5 & PR TAXES	Pay Period - February 12, 2020 to February 25, 2020	18,978.89
			70,091.46
			51,058.87

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of \$70,091.46 or the payment of above items.


 03/10/2020
Elaine Jeng, P.E., City Manager

CITY OF ROLLING HILLS

3/23/2020 Special Check Run 3/10/20 and CHECK RUN B

Check No.	Check Date	PAYEE	DESCRIPTION	AMOUNT
26325	3/10/2020	ALAN PALERMO CONSULTING	February 2020 Services-CIP Project Management	2,160.00
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26336	3/10/2020	USCM	Deferred Compensation 2/28/20	50.00
26337	3/10/2020	Vantagepoint Transfer Agents - 306580	Deferred Compensation 2/28/20	826.13
26339	VOID	VOID	VOID	0.00
26338	3/10/2020	Willdan Inc.	January 2020 Services- RH TE Services	507.50
26340	3/10/2020	Daily Breeze	February 2020 - Classified Advertising	344.55
26341	3/10/2020	Best Best & Krieger LLP	February 2020 Services - General, Land Use and View Presentation	6,802.00
26342	3/23/2020	Bennet Landscape	Labor & Materials - Repair planter valves around property	3,058.00
26343	3/23/2020	Charles Abbott & Associates, Inc.	February 2020 - Traffic Engineering Services	900.00
26344	3/23/2020	Palos Verdes Security	2nd Quarter Billing - Security	192.00
26345	3/23/2020	Revize LLC	Annual Fee for Web Design	4,940.00
26346	3/23/2020	USCM	Deferred Compensation 3/13/20	50.00
26347	3/23/2020	Vantagepoint Transfer Agents - 306580	Deferred Compensation 3/13/20	826.13
26348	3/23/2020	Abila	March 2020- MIP Cloud Subscription	
26349	3/23/2020	Delta Dental	April 2020 Dental Insurance	840.18
26350	3/23/2020	The Standard	April 2020 Life Insurance	231.86
26351	3/23/2020	VSP Vision Care	April 2020 Vision Insurance	126.75
* EFT	4/1/2020	CALPERS	Health Insurance - April 2020	6,770.37
* PR LINK	3/13/2020	PR LINK - PAYROLL PROCESSING	Processing Fee	53.70
* PR LINK	3/13/2020	PR LINK - PAYROLL 5 & PR TAXES	Pay Period - February 12, 2020 to February 25, 2020	18,978.89
				88,026.75
				68,994.16

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of \$88,026.75 or the payment of above items.

 03/19/2020
Elaine Jeng, P.E., City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 03/23/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: DISCUSS THE PROCLAMATION OF LOCAL EMERGENCY REGARDING THE THREAT OF COVID-19.

DATE: March 23, 2020

BACKGROUND:

Coronavirus Disease 2019 (COVID-19), a new communicable disease has spread globally. The World Health Organization (WHO) declared COVID-19 outbreak a Public Health Emergency of internal concern. On January 13, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency. On March 11, 2020, the WHO characterized COVID-19 as a pandemic. On March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to the COVID-19 activity. Also on March 4, 2020, the Governor of the State of California declared a state of emergency to help the State prepare for a broader spread of COVID-19. Thirteen of the fourteen LA County Area G Disaster Management cities (Southbay cities) have proclaimed Local Emergency.

DISCUSSION:

Per the California Governor's Office of Emergency Services (CalOES), if a local government determines effects of an emergency are beyond the capability of local resources to mitigate effectively, the local government must proclaim a local emergency.

It should be noted that a local emergency proclamation is not required for fire or law mutual aid; direct state assistance, Red Cross assistance; a Fire Management Assistance Grant ; or disaster loan program from the US Department of Agriculture or the US Small

Business Administration. A local emergency proclamation can only be issued by a governing body (city, county, or city and county) or an official designated by local ordinance. The proclamation should be issued within 10 days of the incident and ratified by the governing body within 7 days. Renewal of the resolution should occur every 60 days until terminated.

Per Rolling Hills Municipal Code Section 2.32 Civil Defense and Disasters, emergency means the actual or threatened existence of listed conditions and which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the City, requiring the combined forces of other political subdivisions to combat.

Also per RHMC, the City Manager is empowered to request the City Council to proclaim the existence or threatened existence of a local emergency, and request the Governor to proclaim a state of emergency. In the event of the proclamation of a local emergency, the proclamation of a state emergency by the Governor or the Director of the State Office of Emergency Services, or the existence of a “state of war emergency,” the City Manager is empowered to do the following:

- a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council,
- b. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof, and, if required immediately, to commandeer the same for public use,
- c. To require emergency services of any City officer or employee, and, in the event of the proclamation of a state of emergency in the County, or the existence of a state of war emergency, to command the aid of as many citizens of this community as he deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by State law for registered disaster service workers,
- d. To requisition necessary personnel or material of any City department or agency, or
- e. To execute all of his ordinary power as City Manager, conferred upon him by this chapter or by resolution of emergency plan pursuant hereto adopted by the City Council, all powers conferred upon him by any statute, by any agreement approved by the City Council, and by any other lawful authority.

Since Los Angeles County has already declared the existence of a County-wide Local Emergency, pursuant to Government Code 8630, the City can simply operate under the County’s declaration of emergency. However, a City declaration of emergency increases the likelihood of federal or state reimbursement of expenditures incurred to mitigate the emergency.

It is anticipated that the expenses relating to the response activities to the Coronavirus pandemic for the City to be minimal. With only residential land use, the response actions to the spread of COVID-19 is different than cities with varying types of land uses, multiple public facilities, park and open space, homeless population, and emergency personnel on staff. The City of Rolling Hills contracts with the Los Angeles County Sheriff's Department and the Los Angeles County Fire Department for responses. These two Departments operate under the umbrella of the County. Expenses incurred by both Departments will be included in the overall County reimbursement requests to the State and or the Federal Government.

CITY RESPONSE ACTIVITIES TO DATE

Out of abundance of caution, the City of Rolling Hills and Los Angeles County Building and Safety Department have closed their facilities to the public, effective March 16, 2020 through March 31, 2020. Staff will continue to conduct City and County business on site, respectively, but the facilities will remain closed to the public. During City Hall and County closures, both agencies continued to serve the public and respond to inquiries via telephone, email and written correspondence. On-site inspection continued to occur upon request while practicing social distancing to protect both the applicant and staff. Both agencies continued to accept electronic plan submittals and plan review requests. In addition, the City has provided a bin at the front entrance of City hall for plan and document drop offs and pick ups. Letters have also been sent to applicants with active cases informing them of the current protocols in place.

In preparation for potential mandatory lockdown by the Los Angeles Health Department, staff has taken proactive steps to facilitate working remotely from home.

- Staff has been transitioning to electronic files, including submitting plans electronically. This process started in July 2019. During the closure this practice of transitioning the City to electronic files will continue. Review of plans can be conducted by using the exchange of mark-ups via email.
- City Staff have advised permit seekers that they can apply for permits by sending the application via email. Staff has been working with contractors to issue permits via email provided that payment is paid in full. Payments can be mailed to City Hall.
- Aside from the service described above, majority of the services provided at City Hall are from residents dropping in with questions and or complaints. These types of requests can be handled over the phone and through email.
- Majority of the meetings have moved to teleconferencing or via services like Go-To-Meetings and Zoom.
- Office calls forwarding capabilities to Google Voice phone. Each staff has downloaded Google Voice phone number for call outs to protect staff's personal cell phone numbers. Each staff will be assigned shifts to answer calls.

Staff will continue to monitor directives from the Los Angeles County Department of Public Health (Health Department) and the Governor's Office. The measures mentioned above will continue to apply as we comply with the requirements of the "Safer at Home" Public Health Order that took effect at 11:59 PM on March 19, 2020. As the State and the Health Department issue more constraints on activities, the City will gradually adjust its operations to respond to new requirements. Number of personnel present at City Hall may decrease as more stringent orders come down. City Hall is currently fully staffed but this may evolve as rotations are implemented and ultimately lead to full time remote work.

Staff has taken on more projects and programs to help ensure the community's wellbeing during this crisis while ensuring the City's operations and customer service are uninterrupted. Unlike larger jurisdictions, where resources are more readily available, the City of Rolling Hills have limited staff to cover the increase in required services needed by the residents and other stakeholders. Staff has had make adjustments to respond to the need.

The current crisis has multiplied the number of Blue Newsletter publications per month. Additional issues were published to keep the residents apprised of the latest development in regards to services being provided by the City, the Lomita Sheriff's Department, Block Captain Program, and Senior Committee. Staff has also reached out to different non-governmental organizations, grocery stores and gig-companies to find out what services are being provided to the elderly and/or homebound residents. From this outreach effort, the Senior Program was established. The City partnered with the Sheriff's Department, Block Captain and Senior Committee to establish a system that will help local residents in need. A small group of volunteers, managed by the City's Code Enforcement Officer, is ready to mobilize when the need arise. These volunteers and Block Captains will reach out to the elderly community and check in on regular basis and provided services as needed. The Sheriff's Department will also conduct welfare checks when requested. The City will facilitate the program to ensure all organizations are well informed of all available services and all requests are addressed.

The City has also expedited the launch of the City's new website in order to provide additional and real-time information to residents on activities happening locally, regionally and statewide. The website will have banners that will provide residents the latest news, message from the Mayor, and a portal for "Citizen's Request" where residents can submit questions and complaints. Lastly, the website will also use an updated Alert Notification system.

In response to the "Safer at Home" Order that prohibits all public or private gatherings of

10 or more people anywhere in LA County, staff expedited tasks to activate a live stream audio system that will allow the City Council to conduct their meeting via teleconference while providing the public access to live streaming audio of the meeting from home. The public will be able to access the live audio stream from the City's website.

Additionally, an enormous amount of staff time is dedicated to conducting informational calls with agencies, Public Health Department, First Responders, and legislators. Although there are much more activities within City Hall due to the current crisis situation, the response actions to date are all manageable with the available resources.

RECOMMENDATION:

Staff recommends that the City Council discuss the need for the City to proclaim a local emergency in the City of Rolling Hills in response to COVID-19 activity.

ATTACHMENTS:

[Chapter_2.32___CIVIL_DEFENSE_AND_DISASTERS.pdf](#)

Chapter 2.32 - CIVIL DEFENSE AND DISASTERS⁷

Sections:

Footnotes:

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For statutory provisions authorizing the creation of local disaster councils, see Gov. Code § 8610 et seq.

2.32.010 - Purposes.

The declared purposes of this chapter are to provide for the preparation and carrying out of plans for the protection of persons and property within the City in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of the City with all other public agencies, corporations, organizations and affected private persons.

(Ord. 174 § 1, 1980).

2.32.020 - Emergency defined.

As used in this chapter, "emergency" means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the City, requiring the combined forces of other political subdivisions to combat.

(Ord. 174 § 2, 1980).

2.32.030 - Disaster Council—Created—Membership.

The Disaster Council is created and shall consist of the following:

- A. The Mayor, who shall be Chairman;
- B. The Director of Emergency Services, who shall be Vice Chairman;
- C. The Assistant Director of Emergency Services;
- D. Such chiefs of emergency services as are provided for in a current emergency plan of the City adopted pursuant to this chapter; and
- E. Such representatives of civic, business, labor, veterans, professional or other organizations having an official emergency responsibility, as may be appointed by the Director, with the advice and consent of the City Council.

(Ord. 174 § 3, 1980).

2.32.040 - Disaster Council—Powers and duties—Meetings.

It shall be the duty of the Disaster Council, and it is empowered, to develop and recommend for adoption by the City Council, emergency and mutual aid plans and agreements and such ordinances and

resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet upon call of the Chairman, or, in his absence from the City or his inability to call such a meeting, upon call of the Vice Chairman.

(Ord. 174 § 4, 1980).

2.32.050 - Director and Assistant Director—Offices created.

- A. There is created the office of Director of Emergency Services. The City Manager shall be the Director of Emergency Services.
- B. There is created the office of Assistant Director of Emergency Services, who shall be appointed by the Director.

(Ord. 174 § 5, 1980).

2.32.060 - Director and Assistant Director—Power and duties.

- A. The Director is empowered to:
 - 1. Request the City Council to proclaim the existence or threatened existence of a "local emergency" if the City Council is in session, or to issue such proclamation if the City Council is not in session. Whenever a local emergency is proclaimed by the Director, the City Council shall take action to ratify the proclamation within seven days thereafter, or the proclamation shall have no further force or effect;
 - 2. Request the Governor to proclaim a "state of emergency" when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency;
 - 3. Control and direct the effort of the emergency organization of the City for the accomplishment of the purposes of this chapter;
 - 4. Direct cooperation between and coordination of services and staff of the emergency organization of this City; and resolve questions of authority and responsibility that may arise between them;
 - 5. Represent the City in all dealings with public or private agencies on matters pertaining to emergencies as defined in this chapter;
 - 6. In the event of the proclamation of a local emergency as provided in this chapter, the proclamation of a state of emergency by the Governor or the Director of the State Office of Emergency Services, or the existence of a "state of war emergency," the Director is empowered:
 - a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council,
 - b. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof, and, if required immediately, to commandeer the same for public use,
 - c. To require emergency services of any City officer or employee, and, in the event of the proclamation of a state of emergency in the County, or the existence of a state of war emergency, to command the aid of as many citizens of this community as he deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by State law for registered disaster service workers,

- d. To requisition necessary personnel or material of any City department or agency, or
 - e. To execute all of her ordinary power as City Manager, conferred upon her by this chapter or by resolution or emergency plan pursuant hereto adopted by the City Council, all powers conferred upon her by any statute, by any agreement approved by the City Council, and by any other lawful authority.
- B. The Director of Emergency Services shall designate the order of success to that office, to take effect in the event the Director is unable to attend meetings and otherwise perform her duties during an emergency. Such order of succession shall be approved by the City Council.
- C. The Assistant Director shall, under the supervision of the Director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of the City, and shall have such other powers and duties as may be assigned by the Director.

(Ord. 174 § 6, 1980).

2.32.070 - Emergency organization.

All officers and employees of the City, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of subsection A(6)(c) of Section 2.32.060, be charged with duties incident to the protection of life and property in this City during such emergency, shall constitute the emergency organization of the City.

(Ord. 174 § 7, 1980).

2.32.080 - Emergency plan development.

The Disaster Council shall be responsible for the development of the City Emergency Plan, which plan shall provide for the effective mobilization of all of the resources of the City, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency, and shall provide for the organization, powers and duties, services and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the City Council.

(Ord. 174 § 8, 1980).

2.32.090 - Expenditures.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.

(Ord. 174 § 9, 1980).

2.32.100 - Unlawful acts designated—Penalty.

It shall be a misdemeanor, punishable by a fine of not to exceed five hundred dollars, or by imprisonment for not to exceed six months, or both, for any person, during an emergency, to:

- A. Wilfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him by virtue of this chapter.

- B. Do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of the City, or to prevent, hinder, or delay the defense or protection thereof.
- C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State.

(Ord. 174 § 10, 1980).



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 03/23/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE PARTICIPATION IN ALERT SOUTHBAY NOTIFICATION SYSTEM.

DATE: March 23, 2020

BACKGROUND:

Senate Bills 833 and 821 were signed into law in 2017. SB 833 requires the California Governor's Office of Emergency Services (Cal OES) to develop guidelines for Public Alert and Warning effective July 1, 2019. The OES may impose conditions related to any voluntary grant funds that have a nexus to emergency management performance grants requiring cities to comply with certain measures. SB 821 authorizes each county and city to enter into an agreement to access the contact information of resident account holders through the records of a public utility or other agency including an electric or gas corporation, local publicly owned electric utility, or other agency responsible for water service, waste and recycling service for the sole purpose of enrolling county residents in a county operated public emergency warning system. The receiving agency is required to ensure that the confidentiality of the contact information is protected under reasonable security procedures.

Los Angeles County Area G Disaster Management Operational Area is comprised of El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates and Torrance. Nine out of 14 Area G cities have existing contracts with Everbridge or Nixle (owned by Everbridge).

Everbridge, a software application used to send targeted messages during an emergency via text message, cellular service, landlines, email, social media, and it is integrated into FEMA's Integrated Public Alert and Warning System (iPAWS).

DISCUSSION:

Alert Southbay is comprised of the cities (minus Carson and Lawndale) within Area G deploying a pilot notification system using Everbridge that will have interoperability between all participating cities across jurisdictional notifications. The Alert Southbay project was already in the works in 2018. In October 2019, the Project Manager (consultant to the group) informed City staff that the City of Rolling Hills was included in the pilot project. This means the City's data was built into the system.

To operate, there will be an on-going cost for the City to use the platform. The cost is approximately \$5,171 for year one and \$4,171 for years 2 and 3. Everbridge's subscription quote is attached to this report.

Between October 2019 and March 2020, staff worked with the Project Manager to achieve an understanding of the system and the benefits of the pilot project compared with the City's current notification system. The City's current notification system depends on data provided by registrants. The Alert Southbay through Everbridge uses white page information for the community, per SB821, without the need for individuals to opt in and the system can push out messages across jurisdictional boundaries. The Alert Southbay through Everbridge is an enhancement to the City's current notification system and would be beneficial to the residents of Rolling Hills with notifications of breaking news of adjacent and nearby cities. There is a cost of \$5,000 per year to participating agencies for Everbridge for white page data. This cost is in addition to the \$5,171 first year subscription fee and subsequent year subscription fee. The Project Manager noted that cost associated with white page data is funded by the refineries in Torrance in the initial year and may be funded by the refineries in future years.

The City Attorney reviewed the proposed agreement with Everbridge and provided revisions (Agreement attached). Staff is working with Everbridge on contract terms. If the Council elects to participate in Alert Southbay, any subsequent proposed changes to the agreement will be reviewed and reconciled by the City's legal counsel prior to final approval.

FISCAL IMPACT

The cost of participating in the Alert Southbay by subscribing to Everbridge was not budgeted in the FY 2019-2020 budget. Staff proposes to fund the cost of the subscription from the line item Contractual Services under Administration. There is sufficient funding in the line item to pay for the subscription cost of \$5,171 for the current year.

RECOMMENDATION:

Staff recommends the City Council participate in the Alert Southbay Notification System and subscribe to the services of Everbridge.

ATTACHMENTS:

[Rolling Hills_MJNS Project_Updated 3-6-20.pdf](#)

[SLG Master Services Agreement v8 C1 Outgoing PDF](#)

Quotation

Prepared for:

Elaine Jeng
City of Rolling Hills, CA
2 Portuguese Bend Road
Rolling Hills CA 90274
United States
Ph: (310) 377-1521
Fax:
Email: ejeng@cityofrh.net

Quote #: Q-36270
Date: 10/18/2019
Expires On: 3/31/2020
Confidential

Salesperson: Angela Fish
Phone:
Email: angela.fish@everbridge.com

Contract Summary Information:

Contract Period: 36 Months

Contact Summary:

Household Count:	695
Employee Count:	

Year 1

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 421.00
2	One Day Remote Consulting Services (Travel & Expenses to be reimbursed by Customer)	USD 3,750.00
Year 1 TOTAL:		USD 4,171.00

Year 2

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 421.00
2	One Day Remote Consulting Services (Travel & Expenses to be reimbursed by Customer)	USD 3,750.00
Year 2 TOTAL:		USD 4,171.00

Year 3

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 421.00
2	One Day Remote Consulting Services (Travel & Expenses to be reimbursed by Customer)	USD 3,750.00
Year 3 TOTAL:		USD 4,171.00

Setup

QTY	DESCRIPTION	PRICE
1	Calculated Set Up Fee	USD 1,000.00
Setup TOTAL:		USD 1,000.00

Pricing Summary:

Year One Fees:	USD 4,171.00
One-time Implementation and Setup Fees:	USD 1,000.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 5,171.00

Ongoing Fees:

Year Two Fees:	USD 4,171.00
Year Three Fees:	USD 4,171.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Supplemental Notes:

Pricing is based upon full Area G participation.

Quantity 2 of Professional Services is for a total of 15 hours.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



Everbridge, Inc.
Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and _____ (“**Client**”), effective on the date of Client’s signature below (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties.**”

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an “**Affiliated Entity**”) may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to “**Client**” shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client

shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds any role-based numbers, messaging limits or other usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2 Use of Solutions. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls

performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to ensure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%). With respect to any renewals which are signed by Client after the previous term's expiration date, Everbridge reserves the right to increase its fees in such Renewal Term by five percent (5%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-

payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other

Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

8.2 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE

FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the

indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its

conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

11.7 Marketing. Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

11.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement,

shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax

machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC. By: _____ Print Name: _____ Title: _____ Date: _____ Address: 25 Corporate Drive Burlington, Massachusetts 01803 For legal notice: Attention: Legal Department	CLIENT: _____ By: _____ Print Name: _____ Title: _____ Date: _____ Client's Address: _____ _____ _____ Attn: _____ Address for Legal Notice: _____ _____ _____ Attn: _____
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EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, “**Public Communications**”), (b) use and display Client’s trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client’s website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Risk Center Products:

1. **Types of Notifications.** “**Life Safety/Emergency Notifications**” are communications sent by Client through the Solution to multiple Contacts via one or multiple communication paths to advise Contacts of a life safety incident or other immediate or expected emergency such as a severe weather event, evacuation or shelter in place notice, active shooter or similar attack, hospital code alerts, etc. Life Safety/Emergency Notifications also include a reasonable number of test messages sent on a periodic basis during an annual period. “**Non-Emergency Notifications**” are communications sent by Client through the Solution to multiple Contacts via one or multiple communications paths which are not characterized as Life Safety/Emergency Notifications.
2. **Messaging Credits.** The Solutions include units of usage (“**Messaging Credits**”) to send Life Safety/Emergency Notifications and Non-Emergency Notifications. No Messaging Credits shall be required to send Life Safety/Emergency Notifications or Non-Emergency Notifications via the mobile application, by push notification or by email. Messaging Credits are not required for messaging sent via Everbridge’s IT Alerting products. Additional Messaging Credits may be purchased separately and additional charges may apply for international notifications. If Client’s use of the Solutions exceeds the amount of Messaging Credits purchased or incurs charges for international notifications, Client shall pay for such overages back to the date such overages were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote, and are not refundable. If Client has “Unlimited Use” as identified on the applicable Quote, such unlimited use does not include conference minutes, or international usage, which must be purchased separately.
3. **Life Safety/Emergency Notification Review.** If a Client is purchasing the Mass Notification or Safety Connection Solution, Everbridge may, where local laws permit, review message content to verify that messages have been appropriately characterized as Life Safety/Emergency Notifications. If Client has not characterized a message appropriately, then Everbridge may recharacterize the message in its reasonable judgment, and apply Messaging Credits in accordance with the above Usage allocations. Client’s intentional mischaracterization of Life Safety/Emergency Notifications, or mischaracterization of more than three Life Safety/Emergency Notifications in a twelve-month period, shall constitute a material default under this Agreement.
4. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
5. **Risk Center Restrictions on Use.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from the Risk Center Services, except as authorized in writing by Everbridge.
6. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. “**Data Feed**” means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.
7. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records (“**Resident Connection Data**”) in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and

the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

8. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
9. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

CLIENT REGISTRATION FORM

***Required information**

***Client Name:**

Account Number: (Internal use only)

***Requestor/Approver of Services:**

Contact Name:

Phone Number:

Email Address:

Other Number:

***Billing Address:**

Contact Name:

Contact Name:

Address:

Address:

City:

State/Province/Region:

City:

State/Province/Region:

Postal/Zip Code:

Country:

Postal/Zip Code:

Country:

***Accounts Payable Department:**

Contact Name:

Email Address:

Contact Name:

Email Address:

Phone Number:

Fax Number:

Phone Number:

Fax Number:

Address: same as Billing Address

same as Shipping Address

Address: same as Billing Address

same as Shipping Address

City:

State/Province/Region:

City:

State/Province/Region:

Postal/Zip Code:

Country:

Postal/Zip Code:

Country:

***Invoice Submission Email Address(s):**

***Do you require a Purchase Order to process payment?**

Yes

No

If Yes, please send Purchase Order to Final.Documents@everbridge.com

(For U.S. Clients only)

***Is your organization exempt from paying Sales and Use Tax?**

Yes

No

If your organization is exempt or is utilizing Direct Pay, please attach a copy of your Exemption or Direct Pay Certificate to this form

*If either of the certificates is not attached to this form, sales tax will be added where applicable.

Please provide any special instructions for submitting and processing invoices for payment:

Please list and attach any required forms and/or web links for invoice processing:

e.g., Wire/EFT/ACH forms, Vendor forms, W9 forms, Registration links

Everbridge Mass Notification PRO for Residents

Everbridge Mass Notification Pro allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage*

Unlimited Life-safety Notifications via Voice, True SMS, Fax, Email and Push Notification

Unlimited Non-Emergency Notifications via Email and Push Notification

**Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications via Broadcast API and/or Email Ingestion are subject to additional fees.*

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)

Three (3) Organization with unlimited nested static and dynamic groups

One (1) Contact Data Location

Custom branded community opt-in portal with custom fields and opt-in subscriptions

Flexible role-based access controls to manage user permissions

Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Access to Community Engagement to communicate Via Text, Email, and/or Voice Messages and provide an easy way for residents to Text Opt-In (text zip-code or a keyword to 888-777) – *Only available to US contacts*

Access to automated severe weather alerting from the National Weather Service via SMARTWeather for 1 (ONE) area no greater than a single County – *Only available to US contacts*

Access to Incident Management to automate incident communication workflows

Access to Incident Chat for responders to coordinate and collaborate

Access to 1 (ONE) dedicated toll free number via Premium Audio Bulletin Board

Access to Auto-Translate, Missing Person and 20+ Pre-built Message Guides

Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

One-screen broadcast creation workflow to speed message creation and reduce human error

Everbridge Network to access situational intelligence & notifications shared by other public and private groups

Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web Posting'

Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application (fka ContactBridge)

Custom logo display in Everbridge Mobile Application

Publish approved notifications directly to Google Public Alerts website – *Only available to US contacts*

Access to IPAWS for authorized agencies – *Only available to US contacts*

Contact filtering based on custom criteria and automatic address geo-coding for contacts

Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

Organization specific customizable caller ID, greetings, and broadcast settings

SMPP based True SMS text messaging

Multi-language Text to Speech Engine and Custom Voice Recording

Real-time reporting for improved situational awareness and easier after action analysis

5 Live Operator Message Initiations per year

Interactive Dashboard for Organizational Activity Summary Unlimited Notification Templates

Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API

Bulk Contact Management Automation via Secure FTP

Everbridge basic conference bridge codes

Auto translate, Boil water, Weather alert and 10 pre-built message guides

Set-up, Implementation & Support

Up to 10 remote hours of support via a dedicated Implementation Specialist during a Standard Implementation. These 10 hours are inclusive of web-based training, system testing, and administrative set-up. Your Implementation Specialist will also deliver your EB Suite system with best-practice recommended settings configured.

Initial Contact Data Upload and Test Broadcast Support

Unlimited Access to Everbridge University classes

24x7 Customer Support (phone, web, email)

Global Support/Operations Centers for Redundant Live Support



Everbridge, Inc. Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and _____ (“**Client**”), effective on the date of Client’s signature below (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an “**Affiliated Entity**”) may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to “**Client**” shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for all ~~Solutions and Professional~~ Services, and Client

shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. ~~If Client exceeds any role-based numbers, messaging limits or other usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate.~~ All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2 Use of Solutions. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls

performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to ensure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%). With respect to any renewals which are signed by Client after the previous term's expiration date, Everbridge reserves the right to increase its fees in such Renewal Term by five percent (5%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon fifteen (15) days notice with or without cause. Notice of termination shall be in writing, the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including

payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible. Client shall not be charged for any periods of time during which service is suspended.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "Confidential Information" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, ~~at Disclosing Party's cost,~~ if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

8.2 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT

THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the

indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for ~~Everbridge's its~~ indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge ~~or City's~~ aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks, provided Everbridge has taken all reasonable steps to ensure it will be able to perform its obligations under this Agreement in such circumstances as performance is most critical in times of emergency or natural disaster, and the Client has entered into this Agreement for the primary purpose of having Everbridge perform its obligations and provide notifications in such circumstances. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; ~~provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor in interest to the business of the assigning Party resulting from a~~

~~merger, reorganization, or sale of all or substantially all such Party's assets.~~ Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of ~~the Commonwealth of Massachusetts~~ California, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

11.7 Marketing. Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials during the duration of this Agreement.

11.8 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

11.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER

DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by

this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC. By: _____ Print Name: _____ Title: _____ Date: _____ Address: 25 Corporate Drive Burlington, Massachusetts 01803 For legal notice: Attention: Legal Department	CLIENT: _____ By: _____ Print Name: _____ Title: _____ Date: _____ Client's Address: _____ _____ _____ Attn: _____ Address for Legal Notice: _____ _____ _____ Attn: _____
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EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, “**Public Communications**”), (b) use and display Client’s trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client’s website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Risk Center Products:

1. **Types of Notifications.** “**Life Safety/Emergency Notifications**” are communications sent by Client through the Solution to multiple Contacts via one or multiple communication paths to advise Contacts of a life safety incident or other immediate or expected emergency such as a severe weather event, evacuation or shelter in place notice, active shooter or similar attack, hospital code alerts, etc. Life Safety/Emergency Notifications also include a reasonable number of test messages sent on a periodic basis during an annual period. “**Non-Emergency Notifications**” are communications sent by Client through the Solution to multiple Contacts via one or multiple communications paths which are not characterized as Life Safety/Emergency Notifications.
2. **Messaging Credits.** The Solutions include units of usage (“**Messaging Credits**”) to send Life Safety/Emergency Notifications and Non-Emergency Notifications. No Messaging Credits shall be required to send Life Safety/Emergency Notifications or Non-Emergency Notifications via the mobile application, by push notification or by email. Messaging Credits are not required for messaging sent via Everbridge’s IT Alerting products. Additional Messaging Credits may be purchased separately and additional charges may apply for international notifications. If Client’s use of the Solutions exceeds the amount of Messaging Credits purchased or incurs charges for international notifications, Client shall pay for such overages back to the date such overages were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote, and are not refundable. If Client has “Unlimited Use” as identified on the applicable Quote, such unlimited use does not include conference minutes, or international usage, which must be purchased separately.
3. **Life Safety/Emergency Notification Review.** If a Client is purchasing the Mass Notification or Safety Connection Solution, Everbridge may, where local laws permit, review message content to verify that messages have been appropriately characterized as Life Safety/Emergency Notifications. If Client has not characterized a message appropriately, then Everbridge may recharacterize the message in its reasonable judgment, and apply Messaging Credits in accordance with the above Usage allocations. Client’s intentional mischaracterization of Life Safety/Emergency Notifications, or mischaracterization of more than three Life Safety/Emergency Notifications in a twelve-month period, shall constitute a material default under this Agreement.
4. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
5. **Risk Center Restrictions on Use.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from the Risk Center Services, except as authorized in writing by Everbridge.
6. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. “**Data Feed**” means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.
7. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records (“**Resident Connection Data**”) in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and

the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

8. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
9. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 03/23/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: TERRY SHEA, FINANCE DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE MID-YEAR BUDGET REPORT.

DATE: March 23, 2020

BACKGROUND:

On June 10, 2019 the City Council adopted Resolutions 1239 and 1240 for adoption of the 2019-20 (FY 19/20) budget and appropriations limit. The Adopted General Fund FY 19/20 budget included \$2,278,300 in revenues, \$2,233,600 in expenditures, \$24,000 in transfers in and \$398,000 in transfers out for a budgeted deficit of \$329,300. The budget deficit is tied to transfers out and other expenditures for the following items: Traffic Safety Fund for roadway striping of \$54,500, Capital Improvement Fund for the Tennis Court project of \$320,000 and \$30,000 for ADA design work at City Hall.

DISCUSSION:

Mid-Year Budget Status General Fund

At the mid-year point of the FY 19/20, total General Fund year-to-date revenues are \$1,076,405 which is \$179,270 less than expected through February 2020. Expenditures are \$1,129,921 which is \$253,169 less than budgeted through February 2020. The FY 19/20 revenues compared to expenditures after transfers presents a decrease of \$37,516 compared to an anticipated, budgeted shortfall of \$111,415 through February. As such, the City is \$73,899 better than anticipated at mid-year (Attachment 1). Total revenues are up more than anticipated in property transfer tax and interest income. Building & Other Permit Fees revenue is down below the midyear projections and is \$60,000 below where we were this time last year. Total expenditures in Administration are less than the mid-year projected numbers with the main differences being in salary and benefits. The costs for the City Attorney are

slightly above the mid-year projected amount, but are well below the mid-year amount in the Planning Department. Total Finance expenditures are as budgeted at mid-year. Total expenditures in Planning are less than anticipated due to the invoices from Los Angeles County for services being lower than the prior year through December 2019. In addition included in the Planning Budget is \$80,000 for the Housing Element which has yet to be expended. Costs for the Storm Water Management through February are at \$73,415 which is over the budgeted amount of \$65,000, but overall the Planning Department expenditures are well below the projected mid-year amounts so no adjustment is being proposed. All of the other General Fund Departments are below budget at mid-year. It was anticipated that the annual Stormwater Management cost would be offset by Safe Clean Water Program Measure W local returns thus the expenditure over the amount of general fund allocated is not an indication that the overall program spending is over the budgeted amount for the year.

Traffic Safety Fund

The original Traffic Safety Fund Budget included \$40,000 for Road Striping. A Contract Change Order with PCI was approved in January 2020 to add work identified in Schedule B for \$36,526.50. As part of the Staff Report the additional funds were allocated from the tennis court improvement project. Through February expenditures are only for engineering and project management for a total of \$12,545.

Capital Project Fund

The original Capital Project Fund Budget included \$320,000 for the Tennis Court improvements and \$30,000 for the City Hall ADA Design work. Through February the City has only expended \$7,960 for lighting and project management and \$5,360 on the City Hall ADA Design.

The City Council allocated \$36,526.50 from the Tennis Court Project to the Traffic Safety Fund, as mentioned above.

At the October 14, 2019 City Council meeting the City Council allocated \$34,200 for Fuel Load Reduction to be performed by the Palos Verdes Peninsula Land Conservancy (Conservancy). Through February the City has not been billed by the Conservancy for the work performed.

Utility Fund

The original Utility Fund Budget included \$150,000 for undergrounding projects and \$22,000 for a Sewer Feasibility Study. For the undergrounding projects through February there is only \$2,088 in expenditures for that account. City's contribution of \$7,712 to the Eastfield Undergrounding Project Assessment Engineer fee has not been posted to the account. For the Sewer Feasibility Study the City has expended \$27,366 through February, to Willdan for engineering and Alan Palermo for project management. The Sewer Feasibility Study started last fiscal year and the allocated budget for FY 19/20 assumed payout of certain expenses in FY 18/19 that did not materialize.

Mid-year Budget Adjustments

Staff is not proposing any Budget Adjustments to the General Fund Revenues at this time. We will monitor the Building & Other Permit Fees revenues for the remainder of the year and propose an adjustment if necessary.

The General Fund proposed expenditure adjustments are an increase of \$10,000 for Account 01-01-801

City Attorney and a \$10,000 decrease in Account 01-15-872 Property Development – Legal Expense.

CONCLUSION

The FY 19/20 mid-year budget review shows the City has a positive budget variance of \$73,899. The revenues are down \$179,270, expenditures are down \$253,169 and net transfers in (out) are equal. With no proposed budget adjustments to revenues and no change in total budgeted expenditures the projected budget deficit is still \$329,300. The projected General Fund Fund Balance at June 30, 2020 with the proposed changes would be \$5,466,480.

RECOMMENDATION:

STAFF RECOMMENDS THAT THE COUNCIL RECEIVE AND FILE THE FISCAL YEAR 2019-2020 MID-YEAR BUDGET REVIEW AND APPROVE THE RECOMMENDED BUDGET ADJUSTMENTS.

ATTACHMENTS:

[FY 19-20 MidYear Review RH.pdf](#)

[Budget Adjustment 2019-20.pdf](#)

[FY 19-20 MidYear Review RH Capital Projects Fund.pdf](#)

[FY 19-20 MidYear Review RH Traffic Safety Fund.pdf](#)

[FY 19-20 MidYear Review RH Utility Fund.pdf](#)

CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
MID-YEAR REVIEW FY 2019-2020 VS

	ACTUAL JULY FEB. FY 19/20	ADJUSTED EIGHT MONTH BUDGET FY 19/20	% EIGHT MONTH BUDGET USED	ADJUSTED ANNUAL BUDGET FY 19/20	% ANNUAL BUDGET USED
GENERAL LEDGER ACCOUNTS	A	B	C (A/B)	D	E (A/D)

GENERAL FUND REVENUES & EXPENDITURES SUMMARY

BEGINNING FUND BALANCE		\$ 5,795,780		\$ 5,795,780	
GENERAL FUND REVENUES					
TAXES	\$ 688,244	\$ 692,525	99.38%	\$ 1,194,300	57.63%
OTHER AGENCIES	113,766	111,750	101.80%	223,500	50.90%
LICENSES & PERMITS	127,482	328,570	38.80%	643,300	19.82%
USE OF PROPERTY & MONEY	135,074	106,000	127.43%	184,000	73.41%
OTHER REVENUES	11,839	16,830	70.34%	33,200	35.66%
TOTAL REVENUES	\$ 1,076,405	\$ 1,255,675	85.72%	\$ 2,278,300	47.25%
TOTAL GENERAL FUND REVENUES					
01 CITY ADMINISTRATION					
EMPLOYEE SALARIES	\$ 218,116	\$ 283,362	76.97%	\$ 419,800	51.96%
EMPLOYEE BENEFITS	107,162	124,613	86.00%	176,600	60.68%
TOTAL PERSONNEL	325,278	407,975	79.73%	596,400	54.54%
MATERIALS & SUPPLIES	69,142	74,939	92.26%	141,000	49.04%
CONTRACTUAL SERVICES	99,377	96,717	102.75%	166,600	59.65%
CAPITAL OUTLAY	-	-	0.00%	-	#DIV/0!
01 TOTAL CITY ADMINISTRATION	\$ 493,797	\$ 579,631	85.19%	\$ 904,000	54.62%
05 FINANCE					
MATERIALS & SUPPLIES	310	380	0.00%	650	47.69%
CONTRACTUAL SERVICES	73,398	76,105	96.44%	118,800	61.78%
CAPITAL OUTLAY	-	-	0.00%	-	0.00%
05 TOTAL FINANCE	\$ 73,708	\$ 76,485	96.37%	\$ 119,450	61.71%
15 PLANNING & DEVELOPMENT					
EMPLOYEE SALARIES	\$ 158,287	\$ 161,862	97.79%	\$ 209,250	75.64%
EMPLOYEE BENEFITS	49,439	55,380	89.27%	78,950	62.62%
TOTAL PERSONNEL	207,726	217,242	95.62%	288,200	72.08%
MATERIALS & SUPPLIES	2,442	5,667	43.09%	12,600	19.38%
CONTRACTUAL SERVICES	174,016	255,100	68.21%	428,000	40.66%
15 TOTAL PLANNING & DEVELOPMENT	\$ 384,184	\$ 478,009	80.37%	\$ 728,800	52.71%
25 LAW ENFORCEMENT	\$ 108,059	\$ 154,645	69.88%	\$ 297,200	36.36%
65 NON-DEPARTMENT	\$ 25,038	\$ 55,970	44.73%	\$ 104,650	23.93%
75 CITY PROPERTIES	\$ 45,135	\$ 38,350	117.69%	\$ 79,500	56.77%
GENERAL FUND TOTAL EXPENDITURES	\$ 1,129,921	\$ 1,383,090	81.70%	\$ 2,233,600	50.59%
NET BEFORE TRANSFERS	\$ (53,516)	\$ (127,415)		\$ 44,700	
TRANSFERS	\$ 16,000	\$ 16,000	100.00%	\$ (374,000)	-4.28%
NET REVENUE(DEFICIT) AFTER TRANSFERS	\$ (37,516)	\$ (111,415)		\$ (329,300)	
ENDING FUND BALANCE		\$ 5,684,365		\$ 5,466,480	

	ACTUAL JULY FEB. FY 19/20	ADJUSTED EIGHT MONTH BUDGET FY 19/20	% EIGHT MONTH BUDGET USED	ADJUSTED ANNUAL BUDGET FY 19/20	% ANNUAL BUDGET USED
GENERAL LEDGER ACCOUNTS	A	B	C (A/B)	D	E (A/D)

GENERAL FUND REVENUES & EXPENDITURES DETAIL

GENERAL FUND REVENUES

4001 TAXES

401	Property Taxes	\$ 662,541	\$ 667,625	99.24%	\$ 1,144,500	57.89%
405	Sales Tax	1,266	4,000	31.65%	8,000	15.83%
410	Real Estate Transfer Tax	24,437	20,900	116.92%	41,800	58.46%
4001	Total	688,244	692,525	99.38%	1,194,300	57.63%

4030 OTHER AGENCIES

420	Motor Vehicle in Lieu Tax-VLF	113,766	111,750	101.80%	223,500	50.90%
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4050 LICENSES & PERMITS

440	Building & Other Permit Fees	111,712	291,500	38.32%	583,000	19.16%
450	Variance, Planning & Zoning Fees	4,831	26,700	18.09%	40,000	12.08%
455	Animal Control Fees	239	870	27.47%	1,300	18.38%
460	Franchise Fees	10,700	9,500	112.63%	19,000	56.32%
4050	Total	127,482	328,570	38.80%	643,300	19.82%

4060 FINES & VIOLATIONS

480	Fines & Traffic Violations	10,432	7,150	145.90%	14,300	72.95%
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5000 USE OF PROPERTY & MONEY

600	City Hall Leasehold RHCA	55,984	56,000	99.97%	84,000	66.65%
670	Interest Earned	79,090	50,000	158.18%	100,000	79.09%
5000	Total	135,074	106,000	127.43%	184,000	73.41%

6500 EXCHANGE FUNDS

620	Proposition A	-	-	-	-	#DIV/0!
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6700 OTHER REVENUE

650	PSAF & COPS	675	530	127.36%	800	84.38%
655	Burglar Alarm Responses	600	400	150.00%	600	100.00%
675	Miscellaneous	132	8,750	1.51%	17,500	0.75%
6700	Total	1,407	9,680	14.54%	18,900	7.44%

TOTAL GENERAL FUND REVENUES

\$ 1,076,405	\$ 1,255,675	85.72%	\$ 2,278,300	47.25%
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GENERAL FUND EXPENDITURES

01 CITY ADMINISTRATION

7001 Employee Salaries

702	Salaries Full Time	\$ 218,116	\$ 283,362	76.97%	\$ 409,300	53.29%
703	Salaries Part Time	-	-		10,500	0.00%
7001	Total	218,116	283,362	76.97%	419,800	51.96%

7005 Employee Benefits

710	Retirement CalPERS - Employer	41,363	47,743	86.64%	63,100	65.55%
715	Workers Compensation Insurance	5,184	5,200	99.69%	7,800	66.46%
716	Group Insurance	24,576	27,201	90.35%	40,800	60.24%
717	Retiree Medical	19,508	19,268	101.25%	28,900	67.50%
718	Employer Payroll Taxes	13,828	22,401	61.73%	30,000	46.09%
719	Deferred Compensation	1,103	1,200	91.92%	3,600	30.64%
720	Auto Allowance	1,600	1,600	100.00%	2,400	66.67%
7005	Total	107,162	124,613	86.00%	176,600	60.68%

	ACTUAL JULY FEB. FY 19/20	ADJUSTED EIGHT MONTH BUDGET FY 19/20	% EIGHT MONTH BUDGET USED	ADJUSTED ANNUAL BUDGET FY 19/20	% ANNUAL BUDGET USED
GENERAL LEDGER ACCOUNTS	A	B	C (A/B)	D	E (A/D)

7500 Materials & Supplies

740	Office Supplies & Expense	29,569	30,000	98.56%	60,000	49.28%
745	Equipment Leasing Costs	3,681	3,075	119.71%	4,100	89.78%
750	Dues & Subscriptions	3,635	5,650	64.34%	11,300	32.17%
755	Conference Expense	3,772	4,200	89.81%	10,000	37.72%
757	Meeting Expense	2,513	2,600	96.65%	3,250	77.32%
759	Training & Education	3,100	3,100	100.00%	3,750	82.67%
761	Auto Mileage	51	290	17.59%	500	10.20%
765	Postage	5,970	6,500	91.85%	13,000	45.92%
770	Telephone	3,779	3,558	106.21%	6,100	61.95%
775	City Council Expense	3,557	5,833	60.98%	10,000	35.57%
780	Minutes Clerk Meetings	4,423	3,500	126.37%	6,000	73.72%
785	Codification	550	833	66.03%	5,000	11.00%
795	Other General Administrative Expense	4,542	5,800	78.31%	8,000	56.78%
7500	Total	69,142	74,939	92.26%	141,000	49.04%

8000 Contractual Services

801	City Attorney	50,211	46,700	107.52%	80,000	62.76%
802	Legal Expenses - Other	-	1,750	0.00%	3,000	0.00%
820	Website	3,129	3,000	104.30%	6,000	52.15%
850	Election Expense City Council	140	-	#DIV/0!	-	0.00%
890	Consulting Fees	45,897	45,267	101.39%	77,600	59.15%
8000	Total	99,377	96,717	102.75%	166,600	59.65%

9000 Capital Outlay

950	Capital Outlay - Equipment	-	-	0.00%	-	#DIV/0!
955	Capital Outlay - City Hall Improvements	-	-	0.00%	-	#DIV/0!
9000	Total	-	-	0.00%	-	#DIV/0!

01	TOTAL CITY ADMINISTRATION	\$ 493,797	\$ 579,631	85.19%	\$ 904,000	54.62%
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05 FINANCE

7500 Materials & Supplies

750	Dues & Subscriptions	310	380	0.00%	650	47.69%
776	Miscellaneous Expense	-	-	0.00%	-	0.00%
7500	Total	310	380	0.00%	650	47.69%

8000 Contractual Services

810	Annual Audit	16,780	16,780	100.00%	17,100	98.13%
890	Consulting Fees	56,618	59,325	95.44%	101,700	55.67%
8000	Total	73,398	76,105	96.44%	118,800	61.78%

9000 Capital Outlay

950	Capital Outlay - Equipment	-	-	0.00%	-	#DIV/0!
9000	Total Capital Outlay	-	-	0.00%	-	#DIV/0!

05	TOTAL FINANCE	\$ 73,708	\$ 76,485	96.37%	\$ 119,450	#DIV/0!
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		ACTUAL JULY FEB. FY 19/20	ADJUSTED EIGHT MONTH BUDGET FY 19/20	% EIGHT MONTH BUDGET USED	ADJUSTED ANNUAL BUDGET FY 19/20	% ANNUAL BUDGET USED
GENERAL LEDGER ACCOUNTS		A	B	C (A/B)	D	E (A/D)
15 PLANNING & DEVELOPMENT						
7001 Employee Salaries						
702	Salaries Full Time	\$ 152,954	\$ 150,962	101.32%	\$ 193,500	79.05%
703	Salaries Part Time	5,333	10,900	48.93%	15,750	33.86%
7001	Total	158,287	161,862	97.79%	209,250	75.64%
7005 Employee Benefits						
710	Retirement CalPERS - Employer	25,402	24,250	104.75%	29,800	85.24%
715	Workers Compensation Insurance	2,559	2,567	99.69%	3,850	66.47%
716	Group Insurance	8,434	12,667	66.58%	19,000	44.39%
718	Employer Payroll Taxes	11,519	11,596	99.34%	16,750	68.77%
719	Deferred Compensation	-	2,900	0.00%	7,150	0.00%
720	Auto Allowance	1,525	1,400	108.93%	2,400	63.54%
7005	Total	49,439	55,380	89.27%	78,950	62.62%
7500 Materials & Supplies						
758	Planning Commission Meeting	1,086	1,750	62.06%	3,000	36.20%
776	Miscellaneous Expenses	250	1,200	20.83%	2,000	12.50%
750	Dues and subs	-	350	-	600	0.00%
755	Conferences Expense	1,106	1,667	-	5,000	22.12%
759	Training & Education	-	700	-	2,000	0.00%
7500	Total	2,442	5,667	43.09%	12,600	19.38%
8000 Contractual Services						
872	Property Development - Legal Expense	17,318	33,250	52.08%	57,000	30.38%
878	Build Inspection LA County/Willdan	59,758	97,500	61.29%	195,000	30.65%
881	Storm Water Management	73,415	59,600	123.18%	65,000	112.95%
882	Variance & CUP Expense	6,005	3,500	171.57%	6,000	100.08%
884	Special Project Study & Consultant	17,520	61,250	28.60%	105,000	16.69%
950	Capital Outlay Equipment	-	-	-	-	-
8000	Total	174,016	255,100	68.21%	428,000	40.66%
15 TOTAL PLANNING & DEVELOPMENT		\$ 384,184	\$ 478,009	80.37%	\$ 728,800	52.71%
25 LAW ENFORCEMENT						
8200 Law Enforcement						
830	Law Enforcement	\$ 98,637	\$ 110,850	88.98%	\$ 221,700	44.49%
833	Other Law Enforcement Expenses	333	1,500	22.20%	3,000	11.10%
837	Wild Life Management & Pest Control	7,152	35,875	19.94%	61,500	11.63%
838	Animal Control Expense	1,937	6,420	30.17%	11,000	17.61%
8200	Total	108,059	154,645	69.88%	297,200	36.36%
25 TOTAL LAW ENFORCEMENT		\$ 108,059	\$ 154,645	69.88%	\$ 297,200	36.36%

GENERAL LEDGER ACCOUNTS	ACTUAL JULY FEB. FY 19/20	ADJUSTED EIGHT MONTH BUDGET FY 19/20	% EIGHT MONTH BUDGET USED	ADJUSTED ANNUAL BUDGET FY 19/20	% ANNUAL BUDGET USED
	A	B	C (A/B)	D	E (A/D)
65 NON-DEPARTMENT					
7500 Materials & Supplies					
901 South Bay Community Organization	\$ 2,600	\$ 2,600	100.00%	\$ 4,100	63.41%
985 Contingency	-	14,600	0.00%	25,000	0.00%
7500 Total	2,600	17,200	15.12%	29,100	8.93%
8000 Contractual Services					
895 Insurance & Bond Expense	13,106	17,450	75.11%	34,900	37.55%
8000 Total	13,106	17,450	75.11%	34,900	37.55%
8500 Community Promotion					
915 Community Recognition	6,935	6,420	108.02%	11,000	63.05%
916 Civil Defense Expense	627	400	156.75%	650	96.46%
917 Emergency Preparedness	1,770	14,500	0.00%	29,000	6.10%
8500 Total	9,332	21,320	43.77%	40,650	22.96%
65 TOTAL NON-DEPARTMENT	\$ 25,038	\$ 55,970	44.73%	\$ 104,650	23.93%
75 CITY PROPERTIES					
8000 Contractual Services					
925 Utilities	\$ 20,494	\$ 17,700	115.79%	\$ 34,000	60.28%
930 Repairs & Maintenance	18,763	8,000	234.54%	32,000	58.63%
932 Area Landscaping	5,878	12,650	46.47%	13,500	43.54%
8000 Total	45,135	38,350	117.69%	79,500	56.77%
75 TOTAL CITY PROPERTIES	\$ 45,135	\$ 38,350	117.69%	\$ 79,500	56.77%
131 GENERAL FUND TOTAL EXPENDITURES	\$ 1,129,921	\$ 1,383,090	81.70%	\$ 2,233,600	50.59%
NET REVENUES BEFORE TRANSFERS	\$ (53,516)	\$ (127,415)	4.03%	\$ 44,700	-3.34%
699 Fund Transfers (OUT) IN					
Traffic Safety Fund	\$ -	\$ -	#DIV/0!	\$ (54,500)	0.00%
Capital Improvement Fund	-	-	0.00%	(340,000)	0.00%
Underground Utility Fund	-	-	0.00%	-	#DIV/0!
Community Facilities Fund	-	-	0.00%	(3,500)	0.00%
Refuse Collection Fund	16,000	16,000	100.00%	24,000	66.67%
699 Total	16,000	16,000	100.00%	(374,000)	-4.28%
NET REVENUE(DEFICIT) AFTER TRANSFERS	\$ (37,516)	\$ (111,415)	104.03%	\$ (329,300)	-7.62%
FUND BALANCE					
Total to begin	\$ 5,795,780	\$ 5,795,780		\$ 5,795,780	
Total to begin - Adjustment					
Total to end	\$ 5,758,264	\$ 5,684,365		\$ 5,466,480	

**CITY OF ROLLING HILLS
FISCAL YEAR 2019-20 BUDGET ADJUSTMENT
MID-YEAR BUDGET ADJUSTMENTS**

<u>Account#</u>	<u>Account Name</u>	<u>Reason for Adjustment</u>	<u>Budget FY 19/20</u>	<u>Mid-Year Adjustment</u>	<u>Adjusted Budget FY 19/20</u>
		Original General Fund Budget - Revenues		<u>\$ 2,278,300</u>	
		GENERAL FUND EXPENDITURES			
01-01-801	City Attorney	Costs are higher at mid-year	\$ 80,000	\$ 10,000	\$ 90,000
01-15-872	Property Development - Legal	Costs are lower at mid-year	57,000	(10,000)	47,000
	Total Increase in Expenditures			<u>-</u>	
		Original General Fund Budget - Expenditures		<u>2,233,600</u>	
		Adjusted General Fund Budget - Expenditures		2,233,600	
		Original General Fund Budget - Net Transfers		<u>(374,000)</u>	
		Adjusted Fiscal Year 2019-20 Budget Deficit		<u>\$ (329,300)</u>	

CITY OF ROLLING HILLS
CAPITAL PROJECT FUND REVENUES & EXPENDITURES
MID-YEAR REVIEW FY 2019-2020

	ACTUAL JULY FEB. FY 19/20	ADJUSTED ANNUAL BUDGET FY 19/20	% ANNUAL BUDGET USED
GENERAL LEDGER ACCOUNTS	A	B	C (A/B)

CAPITAL PROJECT FUND REVENUES & EXPENDITURES

BEGINNING FUND BALANCE \$ -

REVENUES

400	Revenues	\$ -	\$ 10,000	0.00%
699	Transfers From the General Fund	13,320	303,474	4.39%
	TOTAL REVENUES	\$ 13,320	\$ 313,474	4.25%

TOTAL REVENUES

EXPENDITURES

947	Tennis Court Improvements	\$ 7,960	\$ 249,274	3.19%
948	City Hall ADA Design	5,360	30,000	17.87%
	Acacia and Mustard Removal		34,200	0.00%
01	TOTAL EXPENDITURES	\$ 13,320	\$ 313,474	4.25%

FUND BALANCE

Total to begin	\$ -
Total to begin - Adjustment	
Total to end	\$ -

CITY OF ROLLING HILLS
TRAFFIC SAFETY FUND REVENUES & EXPENDITURES
MID-YEAR REVIEW FY 2019-2020

	ACTUAL JULY FEB. FY 19/20	ADJUSTED ANNUAL BUDGET FY 19/20	% ANNUAL BUDGET USED
GENERAL LEDGER ACCOUNTS	A	B	C (A/B)

TRAFFIC SAFETY FUND REVENUES & EXPENDITURES

BEGINNING FUND BALANCE \$ -

REVENUES

481	Fines and Forfeitures	\$ -	\$ 50	0.00%
699	Transfers From the General Fund	12,545	54,500	23.02%
	TOTAL REVENUES	<u><u>\$ 12,545</u></u>	<u><u>\$ 54,550</u></u>	<u><u>23.00%</u></u>

TOTAL REVENUES

EXPENDITURES

927	Road Striping - Dilineators	\$ 10,530	\$ 76,526	13.76%
928	Traffic Engineering & Survey	2,015	12,000	16.79%
929	Road Signs & Misc Expense	-	2,550	0.00%
01	TOTAL EXPENDITURES	<u><u>\$ 12,545</u></u>	<u><u>\$ 91,076</u></u>	<u><u>13.77%</u></u>

FUND BALANCE

Total to begin	\$ -
Total to begin - Adjustment	
Total to end	<u><u>\$ (36,526)</u></u>

CITY OF ROLLING HILLS
UNDERGROUND UTILITY FUND REVENUES & EXPENDITURES
MID-YEAR REVIEW FY 2019-2020

	ACTUAL JULY FEB. FY 19/20	ADJUSTED ANNUAL BUDGET FY 19/20	% ANNUAL BUDGET USED
GENERAL LEDGER ACCOUNTS	A	B	C (A/B)

UNDERGROUND UTILITY FUND REVENUES & EXPENDITURES

BEGINNING FUND BALANCE \$ 1,463,200

REVENUES

550	Underground Utility	\$ -	\$ -	#DIV/0!
	TOTAL REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>#DIV/0!</u>

TOTAL REVENUES

EXPENDITURES

886	Underground Utility Project	\$ 2,088	\$ 150,000	1.39%
887	Sewer Feasibility Study	27,366	22,000	124.39%
01	TOTAL EXPENDITURES	<u>\$ 29,454</u>	<u>\$ 172,000</u>	<u>17.12%</u>

FUND BALANCE

Total to begin	\$ 1,463,200
Total to begin - Adjustment	
Total to end	<u>\$ 1,291,200</u>



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 03/23/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE RENEWAL OF LOS ANGELES COUNTY GENERAL SERVICES AGREEMENT.

DATE: March 23, 2020

BACKGROUND:

The General Services Agreement (GSA) between the City of Rolling Hills and the County of Los Angeles (County) will expire on June 30, 2020. In order to continue receiving services provided by the County, the City would have to renew the GSA for a five-year period, commencing on July 1, 2020 through June 30, 2025.

DISCUSSION:

Every five years, the City considers renewal of its Agreement with the County of Los Angeles to provide certain services to the City. An example of these services includes: proposed development plan checking; building and safety inspections; and roadway striping. The current General Services Agreement between the City and the County will expire on June 30, 2020. The County has requested each City to adopt this Agreement.

Adoption of this Agreement does not alter any of the charges for services or responsibilities of each party. This Agreement has been reviewed by the City Attorney's Office. A copy of the Agreement is attached to Resolution No. 1251 for your review and no changes are contained in the Agreement.

RECOMMENDATION:

CONSIDER AND APPROVE RENEWAL OF GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE COUNTY OF LOS ANGELES AND ADOPT CITY COUNCIL RESOLUTION NO. 1251 ADOPTING THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE COUNTY OF LOS ANGELES EXTENDING THE AGREEMENT THROUGH JUNE 30, 2025.

ATTACHMENTS:

[Resolution1251LACoGSAgreement.docx](#)

[GSA '20-'25.pdf](#)

RESOLUTION NO. 1251

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ADOPTING THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE COUNTY OF LOS ANGELES.

WHEREAS, the City of Rolling Hills desires to contract for specific services from the County of Los Angeles; and

WHEREAS, the City of Rolling Hills adopted a General Services Agreement on February 23, 2015 to receive said services; and

WHEREAS, this Agreement will expire on June 30, 2020; and

WHEREAS, the City of Rolling Hills desires to continue to receive specific services from the County of Los Angeles.

NOW, THEREFORE, be it resolved by members of the Rolling Hills City Council as follows:

Section 1. The City Council hereby adopts the General Services Agreement with the County of Los Angeles effective July 1, 2020 for a period of five (5) years expiring on June 30, 2025.

Section 2. The Mayor is hereby directed to sign this Resolution signifying its adoption, and the City Clerk, or duly authorized Deputy, is directed to attest thereto.

Section 3. The Mayor and City Clerk are hereby directed to affix their signatures to the attached Agreement (Exhibit "A") entitled, "General Services Agreement".

Section 4. The City Clerk shall forward a certified copy of this Resolution and four (4) copies of the signed Agreement to COUNTY OF LOS ANGELES INTERGOVERNMENTAL AND EXTERNAL AFFAIRS OFFICE.

APPROVED AND ADOPTED THIS 23RD DAY OF MARCH, 2020.

LEAH MIRSCH
MAYOR

ATTEST:

YOHANA CORONEL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF ROLLING HILLS)

I certify that the foregoing Resolution No. 1251 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS ADOPTING THE GENERAL SERVICES
AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE
COUNTY OF LOS ANGELES.

was approved and adopted at a regular meeting of the City Council on March 23, 2020, by the following
roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

and in compliance with the laws of California was posted at the following:

Administrative Offices

YOHANA CORONEL
CITY CLERK

EXHIBIT A

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2020, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Rolling Hills, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2025, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2025, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2025, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2020.

The City of Rolling Hills.

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.A
Mtg. Date: 03/23/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER ACTION TO ENCOURAGE STATE LEGISLATURE TO DELAY PAYMENT OF PROPERTY TAX (ORAL).

DATE: March 23, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:
NONE.

ATTACHMENTS: