



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, April 13, 2020

CITY OF ROLLING HILLS
6:00 PM

This meeting is held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020. All Councilmembers and Planning Commissioners will participate by teleconference.

Public Participation: City Hall will be closed to the public through April 19 2020. A live audio of the City Council meeting will available on the City's website (<http://www.rolling-hills.org/>). The meeting agenda is on the City's website (https://www.rolling-hills.org/government/city_council/city_council_agendas.php).

Members of the public may submit comments in real time 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. COMMENTS WILL BE TAKEN BY EMAIL IN REAL TIME - 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 MINUTES.**

RECOMMENDATION:APPROVE AS PRESENTED.

[01-27-20CCDraftMinutesv_Final.docx](#)

4.B. **PAYMENT OF BILLS.**

RECOMMENDATION:APPROVE AS PRESENTED.

[Payment of Bills.pdf](#)

4.C. **REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JANUARY AND FEBRUARY 2020.**

RECOMMENDATION:APPROVE AS PRESENTED.

[Rolling Hills Tonnage February 2020.pdf](#)

4.D. **CONSIDER PROCLAIMING THE MONTH OF APRIL 2020 AS NATIONAL DONATE LIFE MONTH.**

RECOMMENDATION:Staff recommends that the City Council proclaim the month of April 2020 as National Donate Life Month and promote the National Donate Life Month in the City's Blue Newsletter.

[DMV_Proclamation.docx](#)

5. **PRESENTATION OF CITY COUNCIL REORGANIZATION**

- A. **PRESENTATION OF NEW MAYOR AND MAYOR PRO-TEM**
- B. **PRESENTATION TO MAYOR MIRSCH IN RECOGNITION OF HER SERVICE DURING HER 2019-2020 TERM AS MAYOR**
- C. **COMMENTS FROM OUTGOING MAYOR**

6.

CITY COUNCIL AND THE PLANNING COMMISSION STUDY SESSION.

6.A. **CITY COUNCIL AND THE PLANNING COMMISSION STUDY SESSION.**

RECOMMENDATION:DISCUSS TOPICS RELATING TO CITY POLICES AND PROCEDURES.

7. OLD BUSINESS

- 7.A. [CONSIDER AND APPROVE AMENDED AND RESTATED AGREEMENT FOR RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES WITH REPUBLIC SERVICES.](#)

RECOMMENDATION:Staff recommends that the City Council:

1. Approve the Amended and Restated Agreement for Residential Solid Waste Management Services with Republic Services; and
2. Authorize the Mayor to execute the Agreement.

[Amended Rolling Hills Agmt with Republic Services_FINAL.pdf](#)

- 7.B. [DISCUSS CURRENT CITY SUBSIDY FOR SOLID WASTE SERVICES RATE INCREASES AND CONSIDER DISCONTINUING THE SUBSIDY BEGINNING JULY 1, 2020.](#)

RECOMMENDATION:Staff recommends that the City Council review historical rate increases to the solid waste service rates and the City's subsidy of the rate increases; and discontinue the subsidy commencing on July 1, 2020.

8. NEW BUSINESS

- 8.A. [CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES TO SERVE AS THE FINANCIAL ADVISOR FOR EASTFIELD UNDERGROUND UTILITY ASSESSMENT DISTRICT.](#)

RECOMMENDATION:

STAFF RECOMMENDS THAT THE CITY COUNCIL APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

[Rolling Hills Agreement.pdf](#)

- 8.B. [CONSIDER AND APPROVE THE REQUEST FOR PROPOSAL \(RFP\) FOR PROFESSIONAL SERVICES TO PREPARE AN UPDATE TO THE CITY'S SAFETY ELEMENT.](#)

RECOMMENDATION:

STAFF RECOMMENDS THE CITY COUNCIL APPROVE THE RFP, ADVERTISE THE RFP ON THE CITY'S WEBSITE AND OTHER OUTLETS.

[Safety Element RFP Final.docx](#)

[Attachment 1 Scope of Work.pdf](#)

[RFP Professional Services Agreement - SAMPLE.docx](#)

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

- 9.A. [CONSIDER REQUEST FROM COUNCILMEMBER BLACK THAT THE MAYOR CALL A SPECIAL MEETING OF THE CITY COUNCIL WITHIN 48 HOURS OF ISSUANCE OF AN ORDER BY THE CITY MANAGER PERTAINING TO THE COVID-19 IN ORDER TO PROVIDE FOR COUNCIL REVIEW.](#)

RECOMMENDATION:N/A

10. MATTERS FROM STAFF

- 10.A. [RECEIVE AND FILE FIRST QUARTER 2020 REPORT ON FIRE FUEL ABATEMENT ENFORCEMENT CASES.](#)

RECOMMENDATION:STAFF RECOMMENDS THE CITY COUNCIL RECEIVE AND FILE THE FIRST QUARTER 2020 REPORT ON CODE ENFORCEMENT AND FIRE FUEL ABATEMENT CASES.

[Alphabetical Order \(Yellow=Active\).pdf](#)

[Chron Order \(Yellow= Active\).pdf](#)

- 10.B. [UPDATE ON ACTION PLAN WITH CALIFORNIA DEPARTMENT OF HOUSING AND DEVELOPMENT \(HCD\) TO RESPOND TO REVIEW COMMENTS ON THE CITY'S 5TH CYCLE HOUSING ELEMENT.](#)

RECOMMENDATION:RECEIVE AND FILE UPDATE.

[05-03-19 HCD status and plan of action ltr.pdf](#)

11. ADJOURNMENT

Next regular meeting: Monday, April 27, 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: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOHANA CORONEL, CITY CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVAL OF MINUTES.

DATE: April 13, 2020

BACKGROUND:
N/A

DISCUSSION:
N/A

RECOMMENDATION:
APPROVE AS PRESENTED.

ATTACHMENTS:
[01-27-20CCDraftMinutesv_Final.docx](#)

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, JANUARY 27, 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 7:07p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

PLEDGE OF ALLEGIANCE

Councilmembers Present:	Mayor Mirsch, Pieper, Black, Dieringer, and Wilson.
Councilmembers Absent:	None.
Others Present:	Elaine Jeng, P.E., City Manager. Meredith Elguira, Planning and Community Services Director. Yohana Coronel, City Clerk. Michael Jenkins, City Attorney. Dr. Beatriz Tamayo, 29 Eastfield Drive. Dr. Georgia Bode, 21 Portuguese Bend Road. Alfred Visco, 15 Cinchring Road. Roy Itani, Los Angeles County Building and Safety Official.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Dr. Beatriz Tamayo, 59 Eastfield Drive, stated she tried to schedule an appointment with the City Manager but the City Manager did not return calls. Dr. Tamayo expressed frustration after speaking with several other staff members and stated she is entitled to a return call.

Councilmember Black asked the City Manager to be available to meet with Dr. Tamayo on Tuesday at 10a.m. at City Hall. Councilmember Black asked Dr. Tamayo to contact him with any problems going forward.

Dr. Georgia Bode, 21 Portuguese Bend Road, stated that she presented the Rolling Hills Community Association (RHCA) with a letter outlining issues with her neighbors and one of the neighbor's gardener. Dr. Bode noted motorcycles driving on her property. She believes her neighbor trespassed on her property to cut her trees and grass. Dr. Bode asked for the City Council to take action.

Mayor Mirsch thanked her for her comments but highlighted that she has several issues happening. She informed Dr. Bode that because the item is not on the agenda, the Council could not discuss it or take action on the item. She suggested that staff assist Dr. Bode in addressing her issues.

City Manager Jeng stated she received a copy of Dr. Bode's letter and that she will follow up with Dr. Bode by the end of the week.

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.

- A. MINUTES – REGULAR MEETING OF OCTOBER 14, 2019, REGULAR MEETING OF OCTOBER 28, 2019, REGULAR MEETING OF NOVEMBER 12, 2019, REGULAR MEETING OF NOVEMBER 25, 2019 AND REGULAR MEETING OF DECEMBER 23, 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED
- C. FINANCIAL STATEMENT FOR THE MONTH OF DECEMBER 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- D. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR DECEMBER 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- E. REPUBLIC SERVICES PROPOSED SPRING AND FALL CLEAN-UP 2020 DATES FOR THE CITY OF ROLLING HILLS.
RECOMMENDATION: APPROVE AS PRESENTED

Councilmember Wilson asked to pull consent item 4D.

Councilmember Wilson moved that the City Council approve consent items 4A, 4B, 4C, and 4E as presented. Mayor Pro Tem Pieper seconded the motion. The motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Dieringer.
ABSTAIN: COUNCILMEMBERS: None.

Item 4D

In response to Councilmember Wilson's inquiry, City Manager Jeng explained that the recent compliance audit showed C&D was erroneously included in the diversion report and the adjustments lowered the overall diversion percentage. The City's contract with Republic Services calls for a 50% waste diversion on an annual basis. The City can go below the threshold on a monthly basis as long as the annual percentage averages out to be more than 50%. City Manager Jeng stated that the 50% waste diversion does not speak to State requirements. The State requirements uses many other factors. She highlighted that the City is in compliance with the State

requirements.

Mayor Pro Tem Pieper moved that the City Council approve consent items 4D as presented. Councilmember Black seconded the motion. The motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Dieringer.
ABSTAIN: COUNCILMEMBERS: None.

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

A. CONSIDER AND APPROVE ADOPTION OF 2019 CALIFORNIA STANDARD BUILDING CODE AS ADOPTED AND AMENDED BY LOS ANGELES COUNTY.

Planning and Community Services (PCS) Director Elguira gave a quick overview of the adoption of the 2019 California Standard Building Code. The most significant change to impact the City's residential development would be the requirements for solar panels on new single family residential units or ADU's. PCS Director Elguira recommended adopting an urgency and non-urgency building code.

Mayor Mirsch opened the item for public comment.

Roy Itani, Los Angeles County Building and Safety Official, recommended to add "2020 Los Angeles County Building Code" in order to properly reference the 2020 building code.

Assistant City Attorney Jane Abzug noted that since the City was adopting the 2020 County Code per the 2019 Building Code, no change is needed.

Mayor Pro Tem Pieper moved that the City Council approve waiving a full reading of the ordinances and introduced for first reading, an Ordinance of the City of Rolling Hills, adopting by reference Title 26 of the 2020 Los Angeles County Code; and adopting an Urgency Ordinance of the City of Rolling Hills, adopting by reference Title 26 of the 2020 Los Angeles County Code. Councilmember Black seconded the motion and the motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Dieringer.
ABSTAIN: COUNCILMEMBERS: None.

7. OLD BUSINESS

A. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES TO PREPARE ADA IMPROVEMENT PLANS FOR ROLLING HILLS CITY HALL.

City Manager Jeng stated the City Council approved the release of a Request For Proposal (RFP) for ADA engineering and architectural services for the City Hall facility. City Manager Jeng outlined the timeline for the RFP process. After reviewing the four proposals received on January 13, 2020, City Manager Jeng recommended Pacific Architecture and Engineering Inc, to provide design services to prepare ADA improvement plans for Rolling Hills City Hall for \$32,317.29, plus \$4,426.87 for optional space planning services, for a total amount of \$36,744.16.

Councilmember Black noted that it was his understanding that the City only needed to have one ADA compliant restroom. He stated in order to save cost, only one restroom should be upgraded and the other restroom should be unisex.

City Manager Jeng responded that the City's ADA transition plan called for both restrooms to be brought to code.

Mayor Pro Tem Pieper concurred with Councilmember Black. Mayor Pro Tem Pieper preferred to convert the women's restroom only and covert the men's restroom to unisex restroom.

Councilmember Black moved that the City Council approve the item as presented. Mayor Pro Tem Pieper seconded the motion and the motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Dieringer.
ABSTAIN: COUNCILMEMBERS: None.

B. CONSIDER AND APPROVE A CONTRACT CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH PCI FOR THE FY 2019-2020 TRAFFIC SIGNING, STRIPING, AND PAVEMENT MARKING PROJECT FOR AN AMOUNT OF \$33,205.00 TO ADD SCOPE OF WORK OUTLINED IN SCHEDULE B.

City Manager Jeng stated at the last City Council meeting, the Council awarded Schedule A to PCI as the lowest responsible bidder for the stripping project. Because of the wording of the agenda item, the City Council could not award Schedule B to PCI. This item was brought back to the Council to discuss Schedule B

Councilmember Wilson inquired if thermoplastic was eliminated form Schedule A and B. He also inquired the timing for putting down edge stripe and center stripe

City Manager Jeng confirmed thermoplastic was eliminated from Schedule A and B. The timing of the striping will be dependent on the contractor's work schedule.

Mayor Mirsch called for public comment.

Alfred Visco, 15 Cinchring, stated that there were discussions at the last meeting to have the RHCA perform the striping for efficiency. He inquired if that idea is still being explored.

Mayor Mirsch noted the discussion is on-going.

Mayor Pro Tem Pieper moved that the City Council authorize the City Manager to execute a contract change order with PCI to include Schedule B. Councilmember Black seconded the motion and the motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Black, and Wilson

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Dieringer.

ABSTAIN: COUNCILMEMBERS: None.

D. SEWER FEASIBILITY STUDY PHASE II FINAL REPORT BY WILLDAN ENGINEERING.

City Manager Jeng reported Willdan Engineering completed the feasibility study. Two Will-Serve letters were granted from the Los Angeles County Sanitation District. The first Will-Serve letter include the discharge from the City Hall Complex, which includes the RHCA building, the Tennis Courts and Main Gate house. The second Will-Serve letter includes the potential connections from 235 homes south of Portuguese Bend Road. She also added that the study showed that the sewer pipe segments near the corner of Rolling Hills Road and Crenshaw Boulevard are near capacity. The City of Torrance's comment on the City's study included upsizing of the near capacity pipe segments. City Manager Jeng expected the Los Angeles County Sanitation District to approve the study within a week.

Councilmember Black asked if the City of Torrance is requesting to have a 10-inch sewer pipe go all the way down to Torrance.

City Manager Jeng explained that the upsize segments are less than 75 feet from manhole to manhole

Mayor Pro Tem Pieper asked if the Council would receive a quote for the upsize request.

City Manager Jeng noted the latest engineer's estimate for the overall project provided by Willdan is \$1.1 million dollars.

Mayor Pro Tem Pieper moved that the City Council receive and file the item as presented. Councilmember Black seconded the motion and the motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Dieringer.
ABSTAIN: COUNCILMEMBERS: None.

8. NEW BUSINESS

A. PRESENT THE CITY COUNCIL PRIORITIES FOR FISCAL YEAR 2020-2021 AND FISCAL YEAR 2021-2022 DEVELOPED AS PART OF THE STRATEGIC PLANNING WORKSHOP. (ORAL).

City Manager Jeng presented highlights from the Saturday, January 25, 2020 Strategic Planning Workshop. City Manager Jeng asked for feedback on her presentation.

Mayor Pro Tem Pieper asked that better communications with residents (email/text) be part of the common priorities among the Council.

City Manager Jeng outlined the Budget Calendar for FY2020-2021. The budget process will commence in April. Items developed from Strategic Sessions will be incorporated into the budget.

Alfred Visco, 15 Cinchring, informed the Council that the RHCA Ad Hoc Committee on Fire Fuel Management/Reduction will meet on Tuesday, January 28th, 2020 at 5pm. He noted that fire breaks would be discussed then.

Councilmember Black moved that the City Council receive and file the item as presented. Mayor Pro Tem Pieper seconded the motion and the motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Dieringer.
ABSTAIN: COUNCILMEMBERS: None.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

None.

Councilmember Dieringer arrived at 7:58pm.

10. MATTERS FROM STAFF

A. CONSIDER AND DISCUSS TOPICS FOR DISCUSSION FOR JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING ON MARCH 09, 2020 AT 7PM.

PCS Director Elguira reported she received ten topics from four Planning Commissioners: (1)

Sensitive topics to be discussed during open or closed forum, (2) time limits on construction fencing, (3) potentially requiring a bond on project development to ensure the project is completed in a timely manner, and (4) enforcement power on nuisances. (5) The Planning Commissioners inquired on the level of involvement for the Planning Commission with respect to the Housing Element; and (6) impacts to the equine community. (7) The Planning Commission inquired about Accessory Dwelling Units (ADU's), and impacts to residents' quality of life. (8) City Council's direction with respect to ADUs and JADUs; (9) tree and view protection, and (10) and stormwater run-off regulations

Councilmember Black requested to add landscape planning and peripheral hedging.

Mayor Pro Tem Pieper asked if the Council could submit comments about the topics submitted by the Planning Commission before the next Council meeting.

Assistant City Attorney Jane Abzug stated that the topics are discussed in open session.

City Manager Jeng requested Council to send items of discussion to staff on or before February 11th.

Councilmember Black stated he would be out of town on March 9th.

Discussion ensued among the Council and it was agreed to change the joint meeting from March 9th, 2020 to April 13th, 2020 and that City Council would submit topics to PCS Director Elguira by March 10th, 2020.

7C. OLD BUSINESS

CONSIDER ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO REPLACE THE EXISTING SEPTIC TANK SERVING THE RESTROOM AT THE MAIN GATE.

City Manager Jeng presented RHCA's letter dated January 09, 2020 requesting permission to replace the existing septic tank currently serving the Main Gate house restroom. RHCA is planning to add a restroom and a sink. The proposed additions necessitated the upgrade to the septic tank per the Department of Public Health. In the last six months, Council and RHCA discussed the City's ADA tennis court improvement project with respect to RHCA's additions. In the January 9, 2020 letter, RHCA noted the septic tank replacement will be a standalone project and RHCA is not seeking City contribution for the project. The letter to the City included a cost estimate from Peninsula Septic for approximately \$75,000.00 for replacing the existing septic tank with one stub out to the Main Gate house. No other stub outs were included in Peninsula Septic's proposal. City Manager Jeng introduced the RHCA Manager for questions

Mayor Pro Tem Pieper inquired if the City had the cost of the sewer mainline project that was in progress. He also asked about how long it would take to build?

City Manager Jeng estimated the earliest completion date would be the end of 2021.

Councilmember Dieringer inquired about cost for the septic tank stub out.

Councilmember Black asked how long would it take for the installation and where the sewer line would be located. He also asked to the possibility of adding a stub out for future use.

Mayor Pro Tem Pieper asked if there was a reason why the septic tank is being replaced. He asked if the RHCA was willing to wait two years for the sewer main line to be installed. There could be a cost saving for the association.

RHCA Manager Raig answered that she had spoken to Matt from Peninsula Septic who communicated to her that he was booked until March, so the work would not commence until late March or early April. RHCA Manager Kristen Raig said that she had not discussed how long it would take the vendor to install the line. She also stated that the line would be in the area between Court #1 and the Main Gate. She further stated that after speaking with Matt, he informed her that based on projects he has worked on, the septic tanks tend to only have one connection. She clarified that even though there is only one stub-out, the sewer can still be connected to the Tennis Court. RHCA Manager Raig added that the septic tank was 80 years old and needed to be replaced but that the matter was not urgent and the Association could wait on replacing the existing septic tank.

Mayor Mirsch requested in writing from Peninsula Septic stating that the septic tank could connect to the sewer main line with only one stub out. Mayor Mirsch asked if the City did not put in the sewer main line, but moved forward with ADA improvements, would there be a possible disturbance to the tennis court improvements.

Councilmember Wilson, asked when the septic tank is in place, would the one stub out be for the restroom in the guard shack.

RHCA Manager Raig replied that the Association prefer to wait on the tennis court improvements. RHCA Manager Raig said the Association is preparing a plumbing plan and assured the Council that it will be shared with Elaine when it is available. RHCA Manager Raig noted her understanding is that there the pipe from the septic tank connects to both the tennis court and Main Gate. She explained that there would be a pump from the cabanas to help with the flow of discharge. She informed the Council that the plumbing plan design is based on the improvements of the tennis court.

On this item, City Manager Jeng said City staff recommended that the Council pose questions and solicit additional information to respond to RHCA's request for permission to replace existing septic tank.

Mayor Pro Tem Pieper asked the Council to table the item for two meetings or until the Council discuss sewer main project.

Mayor Mirsch asked if the item was pushed for a month, would it provide the RHCA Manager enough time to gather documentation from Peninsula Septic.

RHCA Manager Raig confirmed one month is sufficient.

Councilmember Wilson inquired the difference between conventional and non-conventional wastewater treatment system.

Councilmember Black stated all septic tanks are labeled non-conventional wastewater treatment system.

Mayor Pro Tem Pieper moved that the City Council bring the item back for discussion when additional information is available for the sewer main line project. Councilmember Dieringer seconded the motion and the motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

8C. NEW BUSINESS

CONSIDER THE ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO RELOCATE THE GATE ARM AND SIGNS AND ADD AN 18 INCH CURB AT THE MAIN GATE.

PCS Director Elguira gave an overview on the Rolling Hills Community Association's request to relocate the gate arm, signs and add an 18-inch curb at the Main Gate and Crest Gate. The Traffic Commission reviewed the request on November 21, 2019 and recommended that the City Council approve the item. During the Traffic Commission meeting, questions arose regarding the feasibility of the turning radius for larger vehicles. It was recommended by the Traffic Engineer that the City model a larger vehicle turning radius from the City Hall parking lot onto the resident's lane at the Main Gate. The Traffic Engineer presented the turning radius of a F150 truck (17 feet long) and a 25 foot long truck turning into the gate and showed both trucks made the turn. The Traffic Engineer added that it was a safer geometry for this intersection because it provided a defined intersection for both gates. PCS Director introduced RHCA Manager Raig to answer question.

Councilmember Dieringer asked if the configuration of the Main Gate house would change or just changes to the gate arm.

PCS Director Elguira replied that it was her understanding that only the gate arms and the stop sign would change locations.

Mayor Pro Tem Pieper asked if the option of letting the First Responders trucks through the gates by a push of a button would still be available.

RHCA Manager Raig noted that First Responder can continue to enter in the same manner.

Councilmember Wilson asked why an 18-inch curb was being added.

RHCA Manager Raig answered that they needed the 18-inch curb from the building to place the box that operates the gate arm. She informed the Council that all cost would be covered by the RHCA.

Mayor Mirsch asked how the flow of traffic at the main gate would be affected with a big truck in guest lane. She pointed out that there would be no room to go around the truck to the resident's lane.

RHCA Manager Raig answered that it was discussed that a car length would be lost. She added that the Traffic Engineer stated that the current conditions are not ideal. Unfortunately the residents would have to wait like they used to when the gate guards made change for \$5 dollars.

PCS Director Elguira added that the Association has existing protocols to address heavy queueing at 7a.m. or other situations to keep traffic moving at gates.

RHCA Manager Raig added to keep traffic moving, the backups on the visitor's side would be relieved using the resident's lane. She also stated that it was incumbent upon the residents to have their vendors on the guest list because the RHCA's focus was security.

Mayor Mirsch mentioned that there was frequent backup at the Crest gate blocking the school area. She asked if that issue had been addressed in the proposed project

RHCA Manager Raig stated that the issue was not addressed in the security report but it had been discussed by the Association, the Council, and the Planning Commission several years ago. The Association proposed a turn-off on the visitor's side. If there was an issue of a guest not being on the list, the turnoff would be used so that the gate staff could keep traffic moving, but the proposal was not approved at that time.

Councilmember Dieringer asked if both gates were going to be worked on at the same time.

RHCA Manager Raig replied that the gates would be worked on simultaneously. During this time, the resident's lane may be closed for half a day and that residents would be asked to use the visitor's lane.

Mayor Mirsch asked at the visitor's entry point and the resident's entry point would be coordinated to eliminate conflicts.

RHCA Manager Raig replied that the Association did not have a solution for that issue except to warn the car entering from the guest lane the incoming vehicle from the resident's lane.

Mayor Pro Tem Pieper moved that the City Council approve the item as presented. Councilmember Black seconded the motion and the motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson.

NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

8B. NEW BUSINESS

CONSIDER AND APPROVE RECOMMENDATION BY THE PERSONNEL COMMITTEE TO ADJUST THE MAXIMUM CITY CONTRIBUTION TO EMPLOYEE HEALTH INSURANCE PREMIUMS FOR CALENDAR YEAR 2020 AND BEYOND.

City Manager Jeng gave an overview of the recommendation by the Personnel Committee to adjust the maximum City contribution to employee health insurance premiums for calendar year 2020 and beyond. She stated that the Personnel Committee was comprised by Mayor Mirsch and Councilmember Dieringer. As of 2016, the medical health premium was capped at \$1642.00, dental premium capped at \$202.00 and Vision premium capped at \$30.00. The rates presented are monthly family rates. Per Resolution No. 1181, the Personnel Committee is to reconvene every year to determine adjustments to the cap. City Manager Jeng noted that the current discussion does not involve changing the City's 80% contribution to the family premium. The discussion is relevant to adjusting the cap amounts. The Personnel Committee asked staff to solicit health care premiums from other cities (Carson, Hermosa Beach, Rolling Hills Estates, Palos Verdes Estates, Bradbury, and Hidden Hills). The Personnel Committee recommended to adjust premium caps by 1% for 2020. The second recommendation is to use the 2020 cap amount for calendar year 2021, 2022 and 2023 and then adjust cap amounts by 2% in 2024.

Mayor Pro Tem Pieper asked if the \$1642.00 was the 80% the City contribution.

City Manager Jeng explained that if her family plan was \$1600.00 per month, the single employee's rate would be subtracted from that amount. The remainder times 80% would be the City's contribution. The current cap would only apply if a family plan exceeds the cap amount.

Councilmember Black requested that the Council leave the cap as is and revisit the item in 2024 to see what happens with healthcare cost.

Councilmember Wilson asked if the 1% adjustment is in line with increases to healthcare cost.

Councilmember Black stated the cost of healthcare decreased over the years.

Mayor Mirsch pointed out that the prices presented in the staff report showed from 2015 to 2020, the cost of healthcare increased by 16%.

Councilmember Black moved that the City Council increase the City contribution by 1% for 2020, zero increase in 2021, 2022, and 2023 and 2% increase in 2024 and directed staff to prepare a resolution recording the changes. The new resolution shall supersede previously adopted resolution. Councilmember Dieringer seconded the motion and the motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

11. ADJOURNMENT

THE MEETING WILL BE ADJOURNED IN MEMORY OF KOBE BRYANT AND EVERY PERSON ON BOARD THE PLANE THAT TRAGEDICALLY WENT DOWN ON SUNDAY, JANUARY 26, 2019.

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 8:57p.m. The next regular meeting of the City Council is scheduled for Monday, February 10, 2020 beginning at 8:57 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: 04/13/2020

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: April 13, 2020

BACKGROUND:
N/A

DISCUSSION:
N/A

RECOMMENDATION:
APPROVE AS PRESENTED.


ATTACHMENTS:
[Payment of Bills.pdf](#)

CITY OF ROLLING HILLS

4/13/2020 Check Run A

Check No.	Check Date	PAYEE	DESCRIPTION	AMOUNT
26352	4/8/2020	Best Best & Krieger LLP	MARCH 2020 SERVICES - CITY OF RH	6,327.00
26353	4/8/2020	California Water Service Co.	WATER USAGE - 2/27/20 TO 3/25/20	599.11
26354	4/8/2020	Cox Communications	MARCH 2020 INTERNET AND TELEPHONE SERVICES	495.84
26355	4/8/2020	CSG CONSULTANTS, INC.	DEC 2019 TO JAN 2020 SERVICES	3,560.00
26356	4/8/2020	Daily Breeze	PUBLIC HEARING ADVERTISING - PV #13512	100.15
26357	4/8/2020	DFM Associates	2020 CALIFORNIA ELECTIONS CODE	73.37
26358	4/8/2020	INC	MARCH 2020 INSECT AND GOPHER CONTROL	381.00
26359	4/8/2020	EVERBRIDGE, INC.	ALERT SOUTHBAY NOTIFICATION SYSTEM	5,171.00
26360	4/8/2020	Executive Suite Services Inc.	FEB AND MARCH 2020 JANITORIAL SERVICES	1,290.00
26361	4/8/2020	FORUM INFO-TECH, INC./LEVELLOUD	MARCH AND APRIL 2020 SERVICES	6,109.75
26362	4/8/2020	Government Finance Ofers Assn	2020 TO 2021 MEMBERSHIP	22.50
26363	4/8/2020	GWMA	2019-2020 HARBOR TOXIC DOWNSTREAM	7,315.00
26364	4/8/2020	HF&H CONSULTANTS, LLC	FEBRUARY 2020 SERVICES - FRANCHISE NEGOTIATIONS	3,343.00
26365	4/8/2020	Konica Minolta Business Solutions USA Inc.	MAINTENANCE AGREEMENT - 2/11/20 TO 3/10/20	328.20
26366	4/8/2020	County of Los Angeles	FEBRUARY 2020 ANIMAL CONTROL	138.85
26367	4/8/2020	LA County Sheriff's Department	FEBRUARY 2020 TRAFFIC AND LAW ENFORCEMENT SERVICES	31,073.50
26368	4/8/2020	MICHAEL BAKER INTERNATIONAL	77 PORTUGUESE BEND ROAD PEER REVIEW	21,640.00
26369	4/8/2020	NV5, INC.	FEBRUARY 2020 SERVICES	3,870.50
26370	4/8/2020	Opus Bank	CREDIT CARD EXPENSES - 2-5-20 TO 3-3-20	2,009.96
26371	4/8/2020	Pitney Bowes	MARCH 2020 POSTAGE	2,015.00
26372	4/8/2020	CONSERVANCY	VEGETATION MANAGEMENT PROJECT	34,200.00
26373	4/8/2020	City of Rancho Palos Verdes	FEBRUARY 2020 - 7% CONNECTIVITY COST	12.84
26374	4/19/2019	Southern California Edison	ELECTRICITY USAGE - 1/24/20 TO 3/24/20	909.39
26375	4/8/2020	Terminix	2-19 & 2-29-20 PEST CONTROL SERVICE	108.00
26376	4/8/2020	USCM	DEFERRED COMPENSATION - 3-27-20	50.00
26377	4/8/2020	Vantagepoint Transfer Agents - 306580	DEFERRED COMPENSATION - 3-27-20	826.13
26378	4/8/2020	WARRINER ASSOCIATES	TREE EVALUATION - 2 BUGGY WHIP DRIVE	400.00
26379	4/8/2020	Willdan Inc.	RH SEWER LINE STUDY & B&S PLAN CHECK	2,632.50
26380	4/8/2020	Xerox Corporation	APRIL 2020 SERVICES	46.00
* EFT	4/1/2020	CALPERS	March 2020 Retirement	6,113.40
* PR LINK	3/27/2020	PR LINK - PAYROLL PROCESSING	Processing Fee	66.40
* PR LINK	3/27/2020	PR LINK - PAYROLL 5 & PR TAXES	Pay Period - February 12, 2020 to February 25, 2020	19,965.39
				161,191.78
				141,159.99

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 \$161,191.78 or the payment of above items.


 Elaine Jeng, P.E., City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.C
Mtg. Date: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JANUARY AND FEBRUARY 2020.

DATE: April 13, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:
APPROVE AS PRESENTED.

ATTACHMENTS:
[Rolling Hills Tonnage February 2020.pdf](#)

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE 2020

Franchise?	Y
-------------------	----------

Mth/Yr	Overall Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan-20	Trash	178.78	38.00	140.78	21.26%
	Greenwaste	102.61	102.61	-	100.00%
	Recycle	0.03	0.01	0.02	20.00%
Jan-20 Total		281.42	140.62	140.80	49.97%
Feb-20	Trash	159.76	32.85	126.91	20.56%
	Greenwaste	95.32	95.32	-	100.00%
	Recycle	2.18	0.44	1.74	20.00%
Feb-20 Total		257.26	128.61	128.65	49.99%
Grand Total		538.68	269.22	269.46	49.98%

Contract Requires 50% Household - 269.22

CITY OF ROLLING HILLS NON-FRANCHISE 2020

Franchise? N

Mth/Yr	Overall Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan-20	Trash	144.92	-	144.92	0.00%
	Recycle	1.90	0.38	1.52	20.00%
	C&D	-	-	-	#DIV/0!
Jan-20 Total		146.82	0.38	146.44	0.26%
Feb-20	Trash	140.05	-	140.05	0.00%
	Greenwaste	10.33	10.33	-	100.00%
	Recycle	0.15	0.03	0.12	20.00%
	C&D	-	-	-	#DIV/0!
Feb-20 Total		150.53	10.36	140.17	6.88%
Grand Total		297.35	10.74	286.61	3.61%

Non Residential Volume - Temporary Container, C&D Projects & Permanent Manure



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.D
Mtg. Date: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOHANA CORONEL, CITY CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER PROCLAIMING THE MONTH OF APRIL 2020 AS NATIONAL DONATE LIFE MONTH.

DATE: April 13, 2020

BACKGROUND:

Donate Life America (DLA) is a 501(c)3 nonprofit organization leading its national partners and Donate Life State Teams to increase the number of donated organs, eyes and tissues available to save and heal lives through transplantation while developing a culture where donation is embraced as a fundamental human responsibility. Every April, Donate Life America focuses national attention on how every individual has the potential to make LIFE possible by registering their decision to be a living donor. National Donate Life Month (NDLM) features an entire month of local, regional and national activities to help encourage registration and to celebrate those that have saved lives through the gift of donation.

DISCUSSION:

Carrie and Jim Holland are Ambassadors with OneLegacy. OneLegacy is a non-profit organization partnered with Donate Life America that provides a complete range of services required to effectively recover donated organs, corneas and tissues. Carrie and Jim Holland are actively promoting the month of April 2020 as National Donate Life Month. The Hollands attended a City Council meeting on November 25, 2019 to invite the City Council to an exclusive first look of the Donate Life Rose Parade Float. In November 2019, the Ambassadors emphasized the importance of advocating and educating

the public on organ, eye and tissue donation and shared their personal experiences. Mr. Holland was a liver transplant recipient and Mrs. Holland's younger brother, Marty, who passed away, donated his kidneys, saving two strangers' lives.

The Ambassadors requested that the City of Rolling Hills proclaim the month of April as National Donate Life Month. A sample of the proclamation is attached to this report.

FISCAL IMPACT

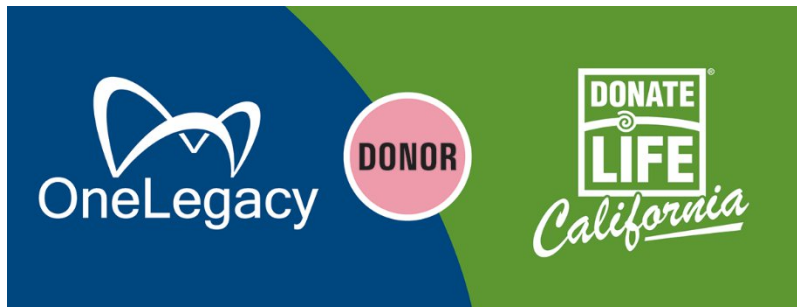
There is no fiscal impact to the City to proclaim the month of April 2020 as National Donate Life Month.

RECOMMENDATION:

Staff recommends that the City Council proclaim the month of April 2020 as National Donate Life Month and promote the National Donate Life Month in the City's Blue Newsletter.

ATTACHMENTS:

[DMV_Proclamation.docx](#)



DMV/Donate Life Month Proclamation

City of
April 2020

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;

WHEREAS, more than 112,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting due to the shortage of donated organs;

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities;

WHEREAS, more than 600,000 units of blood per year are required to meet the need in California;

WHEREAS, each year, there are 18,000 patients in need of volunteer marrow donors;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need;

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood;

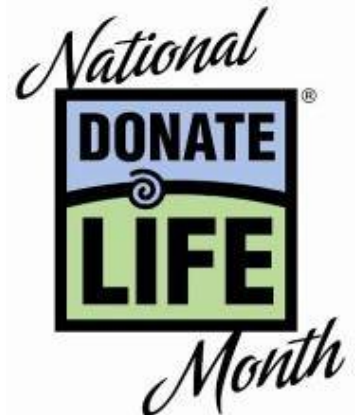
WHEREAS the spirit of giving and decision to donate are not restricted by age or medical condition;

WHEREAS, over sixteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

WHEREAS, California residents interested in saving a life through living kidney donation are encouraged to visit www.LivingDonationCalifornia.org for more information;

NOW, THEREFORE, BE IT RESOLVED that in recognition of National Donate Life Month, the month of April 2020 is hereby proclaimed "DMV/Donate Life Month" in the City of _____, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFCalifornia.org or www.doneVIDAcalifornia.org.





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 6.A
Mtg. Date: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CITY COUNCIL AND THE PLANNING COMMISSION STUDY SESSION.

DATE: April 13, 2020

BACKGROUND:

On January 21, 2020, the Planning Commissioners were asked to provide their individual top three topics they would like to discuss at the City Council and Planning Commission Joint Study Session. Each City Council members was also asked to do the same and provide staff with her/his three topics.

DISCUSSION:

The proposed topics mostly revolve around getting additional guidance on how to proceed with the application of newly adopted Municipal Codes, improving development practices and preservation of quality of life. Please see the list below for topics to be discussed.

- Closed session policy;
- Construction fence time limit;
- Requirement of bond to ensure timely completion of projects;
- Enforcement power on nuisance;
- Extent of Planning Commission's involvement on the Housing Element;
- Representation of the Equine community in the adoption/implementation of the Building Code;
- Balance of quality life issues with new regulations;
- Directions on implementation of ADU and JADU laws;
- Directions on Tree and View Protection;
- How to address stormwater runoff regulations;
- Review landscape and hedges; and
- Establish guidelines to discourage new planting of six high fire hazard plants for new/major remodel projects.

Staff will facilitate the discussion during the study session. The goals of the session are to provide clear directions to the Planning Commission in regards to the application of the City's newly adopted policies, confirm current practices are meeting the objectives of the Council, and share the Council's vision for the City.

RECOMMENDATION:

DISCUSS TOPICS RELATING TO CITY POLICES AND PROCEDURES.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.A
Mtg. Date: 04/13/2020

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 AMENDED AND RESTATED AGREEMENT FOR RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES WITH REPUBLIC SERVICES.

DATE: April 13, 2020

BACKGROUND:

Allied Waste Industries (Allied) and the City entered into an agreement in Jun 1995 for Allied to provide waste collection, transportation, and disposal services. The agreement was amended three times: March 2000, May 2005, and May 2009. In April 2010, the City entered into a new 5-year agreement with Allied Services. In 2013, Allied was acquired by Consolidated Disposal Service, LLC, doing business as Republic Services (Republic). In 2015, the City Council extended the agreement with Republic Services to June 30, 2020.

Based on expiration of the term of the current agreement, City staff presented two solid waste contracting options to the City Council for consideration at the May 13, 2019 City Council meeting:

1. Negotiate an amended and restated agreement with Republic; or
2. Prepare a request for proposals to solicit competitive bids for solid waste services.

The City Council directed City staff to negotiate with Republic and the Solid Waste Committee to work with City staff and Republic to develop and negotiate an amended and restated agreement. The Solid Waste Committee and City staff negotiated the following terms with Republic:

- A nine year agreement term from July 1, 2020 through June 30, 2029;
- A 7.4 % rate increase in year one of the agreement, and annual increases for the remainder term with minimum increases of 3% and maximum of 5% based on the annual percentage change to the Sewer, Trash, and Water Index.

At the October 28, 2019 City Council meeting, the City Council selected HF&H Consultants, LLC (HF&H), to assist with the City in drafting the amended and restated agreement and negotiating additional agreement terms with Republic.

DISCUSSION:

HF&H incorporated the aforementioned terms in the amended and restated agreement, updated the agreement to reflect current industry standards for equipment, operations, services, indemnifications, default and liquidated damages, and legislation. HF&H negotiated the additional terms and amended and restated agreement with Republic. HF&H reviewed the amended and restated agreement with Solid Waste Committee and City staff on March 12, 2020. The draft agreement was reviewed by the City Attorney. The terms of the draft agreement was accepted by Republic Services.

FISCAL IMPACT

There is no fiscal impact to the City other than City staff time to administer the assessment data for the Los Angeles County Office of the Assessor.

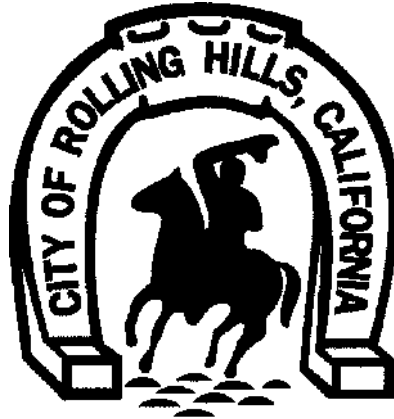
RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Amended and Restated Agreement for Residential Solid Waste Management Services with Republic Services; and
2. Authorize the Mayor to execute the Agreement.

ATTACHMENTS:

[Amended Rolling Hills Agmt with Republic Services_FINAL.pdf](#)



DRAFT

**Amended and Restated Agreement for Residential
Solid Waste Management Services
Between
the City of Rolling Hills
and Consolidated Disposal Service, L.L.C.
dba Republic Services of Southern California
July 1, 2020**

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AGREEMENT

This Amended and Restated Agreement ("Agreement") for Residential Solid Waste Management Services ("Agreement") dated for reference purposes _____, 2020, is entered into by and between the City of Rolling Hills ("City") and Consolidated Disposal Service, L.L.C. dba Republic Services of Southern California ("Contractor") a Delaware limited liability company, for the Collection, transportation, recycling, composting and disposal of Solid Waste, including Recyclable Materials, Green Waste, Bulky Items, and Brush.

RECITALS

Whereas, Article XI, § 7 of the California Constitution authorizes cities to protect the public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and,

Whereas, Public Resources Code § 40059 provides that aspects of solid waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and,

Whereas, Chapter 8.08 of the Rolling Hills Municipal Code implements Article XI, § 7 of the California Constitution and Public Resources Code § 40059 and authorizes the City Council to award one or more franchises for the collection of solid waste from Residential Premises and City Facilities in the City of Rolling Hills; and,

Whereas, City is obligated to protect the public health and safety of the residents of the City of Rolling Hills and arrangements made by solid waste enterprises for the collection of Solid Wastes should be made in a manner consistent with the exercise of the City's police power for the protection of public health, safety and welfare; and,

Whereas, City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 *et seq.* the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.* and the Carpenter-Presley-Tanner Hazardous Substance Account Act ("HSAA"), codified at California Health & Safety Code § 25300 *et seq.*; and,

Whereas, the State of California has found and declared that the amount of solid waste generated in California, coupled with diminishing disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, re-use, recycling, and composting options in order to reduce the amount of material that must be disposed; and,

Whereas, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets; and,

Whereas, SB 1383 requires jurisdictions to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement and fulfill other requirements; and, the

City has chosen to delegate some of its responsibilities to Contractor, acting as the City's designee, through this Agreement; and,

Whereas, the City and Contractor or a Contractor's affiliate are parties to that certain agreement dated April 26, 2010 regarding waste collection, transportation and disposal services, as amended, and that Agreement was amended by the First Amendment dated June 23, 2014; and,

Whereas, the City and Contractor wish to enter into this Amended and Restated Agreement, dated July 1, 2020; and,

Whereas, City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which is "arranging for" the collection from residential premises in the City of Rolling Hills, the transport for disposal and the disposal of solid wastes (which may contain small amounts of consumer products with the characteristics of hazardous substances), the collection, transportation and diversion from landfilling of organic materials and the recycling of recyclable materials collected from residential premises in the City of Rolling Hills; and,

Whereas, there are currently no places within the City of Rolling Hills where landfills are located, or which are suitable for the siting of a landfill, and therefore solid waste must be exported from the City; and,

Whereas, Contractor is the owner and operator of the Sunshine Canyon Landfill in Sylmar; and,

Whereas, Contractor, and not City, will select the transfer station, landfill or transformation facility destination of the non-recyclable solid waste which Contractor will arrange to collect and City has not, and by this Agreement does not instruct Contractor on its collection methods, nor supervise the collection of solid waste, and nothing in this Agreement or other action of the City shall be construed to place title to such waste in City; and,

Whereas, Contractor represents and warrants to City that Contractor has the experience, responsibility and qualifications to conduct recycling programs, and to achieve diversion rates (in comparison with City's solid waste generation rates), sufficient to achieve the required diversion goals required for the City, and to arrange for the collection, safe transport and disposal of solid waste in a manner which will minimize the adverse effects of collection vehicles on air quality and traffic and will protect, and has the ability to carry out its duties to indemnify the City against liability under CERCLA which might arise under this Agreement; and,

Whereas, the City Council of the City of Rolling Hills determines and finds pursuant to Public Resources Code Section 40059(a)(1), that the public health, safety and wellbeing of the public, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, and in an effort to afford protection of the City against CERCLA liability and related claims, require that Contractor be awarded a contract for collection, recycling and disposal of solid waste from residential premises in the City of Rolling Hills.

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein City and Contractor agree as follows:

Section 1. Definitions

Whenever any term used in this Agreement has been defined by the Rolling Hills Municipal Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

Section 1.1 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code § 40000 *et. seq.*, as it may be amended from time to time and as implemented by the regulations of CalRecycle, or its successor.

Section 1.2 AB 1594

"AB 1594" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

Section 1.3 Agreement

"Agreement" means this written document and all amendments thereto, between City and Contractor, governing the provision of Residential Solid Waste Management Services in the City of Rolling Hills.

Section 1.4 Agreement Year

"Agreement Year" means each twelve (12) month period from July 1 to June 30. The first Agreement Year shall be July 1, 2020 to June 30, 2021.

Section 1.5 Alternative Daily Cover (ADC)

"Alternative Daily Cover" or "ADC" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.

Section 1.6 Bin

"Bin" means a metal Container with plastic lids and a capacity from 1.5 to 8 cubic yards, which is typically emptied by a front-loading collection vehicle.

Section 1.7 Biohazardous or Biomedical Waste

"Biohazardous" or "Biomedical Waste" means any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are wastes resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

Section 1.8 Brush

"Brush" means grass, weeds, bushes, sagebrush, trees or other vegetation that comprises the natural habitat that may surround or be adjacent to Residential Premises, or that may be located on the hillsides or in canyons in the City. Brush is periodically removed to reduce the amount of potential fire fuel in the City.

Section 1.9 Bulky Items

"Bulky items" means and includes, without limitation, large and small household appliances, furniture, carpets, mattresses, tires and oversized yard waste such as tree trunks and large branches not larger than two feet (2') in diameter and four feet (4') in length. Bulky Items includes Electronic Waste. Bulky Items do not include car bodies, Construction and Demolition Debris or items requiring more than two persons to remove.

Section 1.10 CalRecycle

"CalRecycle" means the State of California Department of Resources Recycling and Recovery, a department within the California Natural Resources Agency.

Section 1.11 Can

"Can" means a soft plastic Container with a capacity of approximately 30 to 40 gallons, provided by the Customer, which is manually emptied into a Scooter Vehicle.

Section 1.12 City

"City" means the City of Rolling Hills, California, a municipal corporation, and all the territory within the boundaries of the City.

Section 1.13 City Facilities

"City Facilities" means those facilities on City-owned property that currently exist, or that may come into being in the future.

Section 1.14 City Manager

"City Manager" means the City Manager or his or her designee.

Section 1.15 Collect or Collection

"Collect" or "Collection" means to take physical possession, remove and transport solid waste within and from the City.

Section 1.16 Compost

"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4).

Section 1.17 Construction and Demolition Debris

"Construction and Demolition Waste" or "Construction and Demolition Debris" means any debris resulting from the construction, modification or demolition of any structure, roadway or property, including without limitation, any material generally considered to be not water soluble and nonhazardous in nature, such as steel, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, lumber, rocks, soils, tree remains, trees, and other vegetative matter generated by and discarded in conjunction with a covered project pursuant to Section 8.08.580 of the Rolling Hills Municipal Code.

Section 1.18 Container

"Container" means a receptacle designed to receive and hold solid waste, which can be a Can, Cart Bin or Rolloff Box.

Section 1.19 CPI

"CPI" means the Water and sewer and trash collection services, U.S. city average, all urban consumers, not seasonally adjusted.

Section 1.20 Customer

"Customer" means person(s), including both owners and occupants of residential property in the City who obtain collection service from Contractor pursuant to this Agreement.

Section 1.21 Designated Collection Location

"Designated Collection Location" means the place where the Customer places, and from where Contractor Collects, Solid Waste, Recyclable Materials, Green Waste and Bulky Items. The Designated Collection Location shall be the Service Yard of each Residential Premises unless otherwise determined by the City Manager.

Section 1.22 Divert, Diverted and Diversion

"Divert, Diverted and Diversion" shall have the same meaning as the words are defined in Public Resources Code § 40124.

Section 1.23 Disaster Debris

"Disaster Debris" means Solid Waste, Recyclable Materials, Green Waste, Construction & Demolition Debris, Bulky Items, Brush or ash that is generated or accumulated in the City as the result of, or during, any natural or man-caused disaster, including but not limited to, an earthquake, landslide or movement of the earth, fire, storm, mudslide, riot, civil disturbance, war or terrorist act.

Section 1.24 Disposal

"Disposal" or "Dispose" means the complete operation of processing and/or disposing of Solid Waste at a Disposal Facility that is in full regulatory compliance.

Section 1.25 Disposal Facility

"Disposal Facility" means place or places designated for the disposal, or processing as appropriate, of Solid Waste.

Section 1.26 Diversion

"Diversion (or any variation thereof including "Divert")" means activities which reduce or eliminate discarded materials from Disposal including, but not limited to, source reduction, Reuse, salvage, Recycling, and Composting.

Section 1.27 Electronic Waste

"Electronic Waste (E-Waste)" means any discarded electronic product or device including without limitation personal computers, monitors, televisions, keyboards, printers, telephones (including cell phones), fax machines, calculators, copiers, video game systems and audio equipment, and other items containing cathode ray tubes (CRTs), LCD or plasma screens and monitors.

Section 1.28 Electronic Waste Recycler

"Electronic Waste Recycler" means "Covered electronic waste recycler," a Person authorized to Recycle Electronic Waste as defined in Section 42463(i) of the Public Resources Code.

Section 1.29 Environmental Laws

"Environmental Laws" means all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Hazardous Substance Account Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Section 1.30 Exempt Waste

"Exempt Waste" means Hazardous Substance, Hazardous Waste, infectious waste, designated waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material waste that Contractor reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Premises Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public

Resources Code. Exempt Waste does not include used motor oil and filters, or household batteries when properly placed for Collection by Contractor as set forth in this Agreement.

Section 1.31 Food Waste

"Food Waste" means all kitchen and table food scraps, animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded compostable paper that is contaminated with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been Source Separated from other Solid Waste. Food Waste is a subset of Organic Materials and excludes Hazardous Materials.

Section 1.32 Generator

"Generator" means any Person whose act first causes Discarded Materials to become subject to regulation under federal, State, or local regulations.

Section 1.33 Green Waste

"Green Waste" means any vegetative matter resulting from regular and routine yard and landscaping maintenance or seasonal variations. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, holiday trees, stumps, flowers, plant stalks, wood and other forms of organic waste not more than five (5) feet in its longest dimensions or with a diameter not more than six (6) inches or weights not more than fifty (50) pounds. Green Waste is a subset of Organic Materials.

Section 1.34 Green Waste Processing Facility

"Green Waste Processing Facility" means any facility selected by Contractor that is designed, operated and legally permitted for the purpose of receiving and processing Green Waste.

Section 1.35 Hazardous Waste

"Hazardous Waste" means any waste materials or mixture of wastes defined as a "hazardous substance" or "hazardous waste" pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., the Carpenter-Presley-Tanner Hazardous Substance Account Act ("HSAA"), codified at California Health & Safety Code § 25300 et seq.; and all future amendments to any of them, or as defined by CalRecycle. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

Section 1.36 Household Battery

"Household Battery" means a device consisting of one or more electrically connected electrochemical cells which is designed to receive, store and deliver electric energy.

Household Batteries include batteries of sizes AAA, AA, C, D, button cell, 9 volt, and all other batteries designed for household use, including re-chargeable and one-time use batteries. Household Batteries does not include car or motorcycle batteries. For purposes of this Agreement, Household Batteries are not included in the definition of Universal Waste.

Section 1.37 Litter

"Litter" means any Solid Waste that escapes onto the ground from the Mother Truck, Scooter Vehicles, or any of Contractor's equipment.

Section 1.38 Manure

"Manure" means the waste droppings or matter from any animal normally accumulated and associated with stables or livestock and not disposed of through sewers or on-site wastewater systems.

Section 1.39 Material Recovery Facility

"Material Recovery Facility" or "MRF" means any facility selected by Contractor that is designed, operated and legally permitted for the purpose of receiving and processing Recyclable Materials.

Section 1.40 Mother Truck

"Mother Truck" means a heavy-duty front-loading refuse collection vehicle with a fully enclosed compactor body. A Mother Truck will typically have a capacity of approximately 38 to 40 yards and is used to receive material Collected by Scooter Vehicles.

Section 1.41 Non-Collection Notice

"Non-Collection Notice" means a form developed by Contractor, as approved by the City, to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

Section 1.42 Organic Materials

"Organic Materials" means Food Waste and Yard Waste, and other organic material as defined by CalRecycle, collectively or individually.

Section 1.43 Organic Materials Processing Facility

"Organic Materials Processing Facility" means a permitted Facility where Organic Material is sorted, mulched, or separated for the purposes of Recycling, reuse or composting.

Section 1.44 Person

"Person" includes, without limitation, any individual, firm, co-partnership, general partnership, limited partnership, joint venture, association, entity, corporation, or any other group or combination thereof acting as a unit.

Section 1.45 Recycle

"Recycle" or "Recycling" means the process of Collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become Solid Waste, and returning them to the

economic mainstream in the form of raw materials for new, reused, or reconstituted products. Recycling does not include Transformation.

Section 1.46 Recyclable Materials

"Recyclable materials" means reusable waste materials, including but not limited to, metal, glass, plastic, paper, and cardboard, that are to be collected, separated or processed, and recycled to be re-used as raw materials.

Section 1.47 Refuse

"Refuse" means materials that cannot be reasonably be diverted from landfilling through reuse, Recycling, Composting, or other means of Diversion and does not constitute Exempt Waste.

Section 1.48 Residential Premises

"Residential Premises" means any residential property in the City.

Section 1.49 Residential Solid Waste Management Service

"Residential Solid Waste Management Service" means the Collection of Solid Waste in the City and the delivery of that Solid Waste to a Disposal Facility.

Section 1.50 Rolling Hills Community Association (RHCA)

The "Rolling Hills Community Association" or "RHCA" means the homeowner's association for all Residential Premises in the City of Rolling Hills, which is responsible for maintaining roadways, gates, and recreation facilities in the City.

Section 1.51 Rolloff Box

"Rolloff Box" means a Container with a capacity from 10 to 40 cubic yards, which is typically pulled onto a rolloff vehicle used to transport Solid Waste.

Section 1.52 Rubbish

"Rubbish" means without limitation, accumulation of unwanted material to be disposed of such as paper, polystyrene, excelsior, pottery, rags, cloth, boxes and containers, sweep-ups and all other accumulations of a nature other than Refuse, Green Waste, or Recyclable Materials.

Section 1.53 Scooter Truck

"Scooter Truck" means a specialized Collection vehicle with a hopper mounted on a medium-duty chassis and used to transport Collected material from Residential Premises and City Facilities to a Mother Truck.

Section 1.54 Service Yard

"Service Yard" means a yard surrounding a portion of a residential dwelling required under the Rolling Hills Zoning Ordinance and/or the Rolling Hills Community Association Rules, and enclosed by a fence or wall.

Section 1.55 Sharps

"Sharps" means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

Section 1.56 Solid Waste

"Solid Waste" means all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including Refuse, Rubbish, Recyclable Materials, Green Waste, Recyclable Materials, or rubbish of every kind and character, Electronic Waste, and Universal Waste. Solid Waste must be generated by and at the physical location where the Waste is Collected and does not include Hazardous Waste or Exempt Waste.

Section 1.57 Term

"Term" means the period of time set forth in Section 3, as that period of time may be extended, during which Contractor provides service under this Agreement.

Section 1.58 Transformation

"Transformation" means incineration, pyrolysis, distillation, or biological conversion other than composting. "Transformation" does not include composting, gasification, or biomass conversion.

Section 1.59 Universal Waste

"Universal Waste" means those discarded wastes listed in Title 22, Section 66261.9 of the California Code of Regulations, and includes fluorescent lamps and bulbs, cathode ray tubes, non-empty aerosol cans, instruments and switches that contain mercury, dry cell batteries and batteries containing cadmium copper or mercury. Universal Waste includes Electronic Waste, but for purposes of this Agreement, Universal Waste does not include Household Batteries.

Section 1.60 Universal Waste Handler

"Universal Waste Handler" means a Person authorized to accept and handle Universal Waste as defined in Title 22, Section 66273.9 of the California Code of Regulations.

Section 1.61 Work Day

"Work Day" means any day, Monday, Tuesday, Thursday, or Friday, which is not a holiday as set forth in Section 5.6 of this Agreement. In any week in which one of these holidays falls on a Work Day, Residential Collection Services for the holiday and each Work Day thereafter will be delayed one day for the remainder of the week with normally scheduled Tuesday Collection services being performed on Wednesday, and normally scheduled Friday Collection Services being performed on Saturday. In that event, Wednesday and Saturday shall be Work Days.

Section 2. Grant of Franchise**Section 2.1 Grant of Franchise**

This Agreement grants to Contractor for the Term of this Agreement, during which Collection services are to be provided, the exclusive right and privilege to arrange for the Collection of, and to Collect, transport, process, Recycle, Compost, retain and Dispose of Solid Waste, as defined in this Agreement, produced, generated and accumulated within the City, except as otherwise provided below. Service to all Residential Premises and City Facilities in the City is covered by this Agreement.

Section 2.2 Limitations to Scope of Exclusive Agreement.

Contractor shall not have the exclusive right under this Agreement to provide the services or Collect the types of materials listed below. However, this shall not limit Contractor from providing these services or Collecting these materials on a non-exclusive basis.

- a) Solid Waste Collection service using Bins or Rolloff Boxes;
- b) Solid Waste or Recyclable Materials that are removed from any Residential Premises and City Facilities by a company through the performance of a service that Contractor has elected pursuant to this Agreement or a signed modification to this Agreement not to provide.
- c) Recyclable Materials or Bulky Items that are source separated from Solid Waste by a Customer, for which the waste Generator sells, donates, or is otherwise compensated by a collector in a manner resulting in a net payment to the Customer provided that the Customer does not employ another Solid Waste enterprise to haul or transport such materials to a transfer station or landfill;
- d) Solid Waste, Recyclable Materials, Bulky Items, Green Waste or Brush that is removed from any Residential Premises and which is transported personally by the owner or occupant of such premises (or by his or her full-time employees) to a Disposal Facility, and is done so in a manner consistent with the City's Municipal Code;
- e) Recyclable Materials, Green Waste or Bulky Items donated or sold to youth, civic or charitable organizations provided that the Customer does not employ another Solid Waste enterprise to haul or transport such materials to a transfer station or landfill;
- f) Green Waste or Brush removed from any Residential Premises or City facility by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;
- g) Solid Waste or Bulky Items removed from any Residential Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;
- h) Construction and Demolition Debris;

- i) Manure;
- j) Hazardous Waste; and,
- k) Exempt Waste.

Section 2.3 City Approval of Other Service Providers

Contractor acknowledges and agrees that the City may permit other Persons besides Contractor to collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are providing Solid Waste Collection Services within the exclusive franchise provided by this Agreement, it shall report the location, the name, and phone number of the Person or company to the City, along with Contractor's evidence of the violation of the exclusiveness of this Agreement. City may undertake such enforcement actions that it deems reasonable or appropriate. However, this Section does not require City to enforce this Agreement. All enforcement action shall be the sole responsibility of the Contractor unless the City voluntarily agrees to assist or undertake such action as set forth in this Section.

Section 2.4 Scope of Exclusive Franchise — Future Judicial Interpretations

The scope of this Agreement shall be interpreted to be consistent with applicable law, now and during the Term of this Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully provide for the scope of exclusive services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those exclusive services and materials which may be lawfully provided to the extent that the material provisions of this Agreement authorizing Contractor to provide exclusive services remains a lawful exercise of City's police power and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of this Agreement. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws. City agrees to meet and confer and work cooperatively with Contractor to minimize such future financial impact.

Section 2.5 Waiver of Rights — Challenge to Agreement.

Contractor waives any right it may have to challenge the terms of this Agreement under federal, state or local law, or administrative regulations, except as provided in the dispute resolution provisions of Sections 21 of this Agreement.

Section 2.6 Wavier of Rights - Prior Agreement

Contractor waives any right or claim to serve Residential Premises and City Facilities in the City of Rolling Hills as its boundaries exist as of the effective date of this Agreement under any prior grant of franchise, contract, license or permit issued or granted by City relating to the waste stream covered by this Agreement and including whatever, if any, rights Contractor may have under the Public Resources Code or prior law.

Section 3. Term

Section 3.1 Initial Term

The initial Term of this Agreement shall be for a nine (9) year period beginning July 1, 2020 and ending on June 30, 2029.

Section 3.2 City's Option to Extend Term

City shall have the sole option to extend this Agreement up to twenty-four (24) months. The City may, upon 90-day advance written notice to Contractor prior to Agreement expiration, exercise the extension option. If such extension notice is provided by City, the Agreement will automatically renew monthly, up to a maximum of 24 months unless City gives Contractor a 60-day written notice of expiration. Rates during the extended term of the Agreement shall be adjusted based on the methodology included in Section 11.5.b.

Section 4. Services Provided by Contractor**Section 4.1 Services — General**

To protect the public health and safety, Contractor shall provide and maintain all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste, Recyclable Materials, Green Waste, Bulky Items, and Brush generated or accumulated within the City from Residential Premises and City Facilities. The services provided by Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Management Services. No compensation for Contractor's services or for Contractor's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to Contractor by City or by any Customer except as expressly provided in this Agreement.

Section 4.2 Twice-weekly Collection Service

Contractor shall Collect all properly placed Solid Waste, Recyclable Materials and Organic Waste from the Designated Collection Location of every Residential Premises in the City twice each week.

Section 4.2.a Collection Service

Contractor shall Collect these materials from Cans provided by Customers. Any materials that will not fit inside the Cans must be securely bagged or bundled (or flattened in the case of corrugated cardboard) and placed by Customers beside the Cans. Solid Waste, Recyclable Materials and Green Waste shall be considered properly placed for Collection if each Can, bag or bundle has an individual weight of sixty (60) pounds or less. There shall be no limit on the amount of properly placed Solid Waste, Recyclable Materials or Green Waste that Contractor shall be required to Collect.

Section 4.2.b SB 1383 Collection Service

As of the date of this Agreement, the City most likely will be exempt from all requirements of SB 1383 per Section 18984.12 (a) of the proposed regulations to implement SB 1383 which states: An incorporated jurisdiction may apply to the Department for a waiver for the jurisdiction and some or all its Generators from some or all of the requirements of this article if the following apply: (A) The jurisdiction disposed of less than 5,000 tons of Solid Waste in 2014 as reported in the Disposal Reporting System and (B) The jurisdiction has a total population of less than 7,500 people. An exemption application is required to be submitted every 5 years. In the event this exemption is not included in final regulations, the State repeals this exemption, or the City fails to apply for the exemption, the City and Contractor will meet and confer to develop programs sufficient to comply with all requirements contained in SB 1383. The anticipated requirements of SB 1383, include, but are not limited to:

- a) Containers in compliance with SB 1383 coloring and labeling requirements;
- b) Offering a compliant waste Collection and processing program for Refuse, Recyclables, and Organic Waste;

- c) Implementing contamination and enforcement programs that may include waste characterization studies and on-route sampling;
- d) Ratification of mandatory trash, organics, recycling, food recovery, and enforcement ordinances;
- e) Developing edible food recovery programs, which includes education efforts and collaboration among commercial edible food Generators, food recovery organizations, and the City;
- f) Expanded education and outreach efforts that focus on several topics including instructions for organic waste recycling and food recovery benefits;
- g) Establishing product procurement practices for recovered organic waste products Procuring a certain volume of recovered organic waste products to meet state-set quotas; and,
- h) Comprehensive record keeping and reporting related to the SB 1383 requirements above.

Contractor shall not receive a rate adjustment for implementation of SB 1383 compliant programs. The City shall bear the reasonable cost of public education and outreach efforts for SB 1383.

Contractor shall be responsible for ensuring that the exemption applications are completed in partnership with the City. The City will be responsible for filing the exemption application.

Section 4.3 Semi-Annual Bulky Item Collection Events

Each year on two consecutive Saturdays in April or May, and again on a Saturday in September and October, both as determined by City, Contractor shall Collect an unlimited amount of Bulky Items placed by Customers for Collection from every Residential Premises in the City. Contractor shall Collect Bulky Items from the Designated Collection Location, or from a location at each Residential Premises that is mutually agreed upon between Contractor and the Customer. In the event there is a disagreement about the location from which Bulky Items are Collected, the City Manager shall make the final determination.

At least two months prior to the events, Contractor shall propose to the City Manager which four days on which to conduct the semi-annual Bulky Item Collection events. The days of the events shall be mutually agreed upon by Contractor and the City Manager. If there is a disagreement about the days of the event, the City Manager shall make the final determination. Two (2) weeks prior to the first Saturday of each event, Contractor shall provide each Customer with a flyer that informs them of the Bulky Item Collection Event. The contents of the flyer shall be subject to the approval of the City Manager.

Section 4.4 On-call Bulky Item Collection

In addition to the semi-annual Spring Bulky Item Collection events, Contractor shall provide Customers with on-call Collection of Bulky Items upon request. Contractor shall Collect one (1) Bulky Item per calendar year from each Residential Premises at no charge on an on-call basis. For on-call Collections of Bulky Items in excess of one (1) item, Contractor may

directly charge the Customer the On-call Bulky Item Collection Fee shown in Exhibit A (or as that service fee may be amended provided that the amended fee is submitted in writing to and approved by the City Manager in advance of the Collection). Prior to providing on-call Collection of Bulky Items, Contractor shall obtain Customer's written acknowledgement of the terms (service fee), if applicable, payment, Collection date and time, etc.) under which it will provide on-call Bulky Item Collection service. Contractor shall perform each on-call Bulky Item Collection within two (2) Work Days of request by Customer.

Section 4.5 Semi-annual Fall Brush Collection Event

Each year on two consecutive Saturdays in April or May, and again on two consecutive Saturdays in September or October, both as determined by City, Contractor shall Collect Brush placed by Customers for Collection from every Residential Premises in the City. Contractor shall Collect Brush from the Designated Collection Location, or from a location at each Residential Premises mutually agreed upon between Contractor and the Customer. In the event there is a disagreement about the location from which Brush shall be Collected, the City Manager shall make the final determination. Contractor shall provide the equipment (e.g., loader, etc.) and personnel to load the Brush from the ground into Contractor's equipment. There shall be no limit to the amount of Brush that Contractor shall Collect during these events. The dates for these events shall be selected in the manner described in the second paragraph of Section 4.3 in coordination with the dates selected for the Bulky Item Collection events.

Section 4.6 On-call Brush or Greenwaste Collection

In addition to the semi-annual Brush Collection events, Contractor shall provide on-call Brush or Greenwaste Collection to Customers that occasionally set out an extraordinary amount of Green Waste or Brush. At times other than the annual Brush Collection events, if a Customer sets out an extraordinary amount of Green Waste or Brush, Contractor shall notify the City Manager that a Customer's Green Waste or Brush cannot reasonably be Collected as part of Contractor's regular Collection service. In that event, the City Manager shall inspect the Green Waste or Brush, and meet with Contractor's route supervisor.

If the City Manager agrees that the material cannot reasonably be Collected as part of Contractor's regular service, Contractor shall provide the Customer with a Rolloff Box, of up to a maximum capacity of forty (40) yards. The Customer shall be responsible for loading the Green Waste or Brush into the Rolloff Box. Contractor shall Collect one (1) Rolloff Box load of the Green Waste or Brush per year at no additional charge. Contractor shall deliver the Rolloff Box within two (2) days of the City Manager's meeting with Contractor's route supervisor, and Collect the Rolloff Box within two (2) days after being requested to do so by the Customer. Contractor shall provide one (1) load of on-call Brush Collection service at no charge up to a maximum of one load per Residential Premises per calendar year. If a Customer sets out more Green Waste or Brush beyond that which can be Collected in one (1) Rolloff Box load per calendar year, Contractor may directly charge the Customer for Collection service at the On-call Brush Collection fee per load shown in Exhibit A.

If the City Manager, after meeting with Contractor's route supervisor, determines that the Green Waste or Brush has been properly set out for Collection pursuant to Section 4.2, and that Contractor is able to reasonably Collect it as part of its regular Collection service, then Contractor shall be required to Collect the Green Waste or Brush.

Section 4.7 Household Battery Collection

Contractor shall Collect and properly Recycle all Household Batteries bagged and placed for Collection at the Designated Collection Location of all Residential Premises in the City. Contractor shall Collect Household Batteries on the same days it Collects Solid Waste.

Additionally, Contractor shall provide and service a Household Battery Recycling container at City Hall for use by Customers and City facilities.

Section 4.8 Collection from City Facilities

Contractor shall Collect Solid Waste, Recyclable Materials and Green Waste from all City Facilities in the City no less than twice per week. Contractor shall also provide Bulky Item and Brush Collection service to City Facilities during the annual Bulky Item and Brush Collection events.

Section 4.9 Holiday Tree Collection

During the period from December 26th through the third Friday in January, Contractor shall Collect and Recycle as Green Waste all holiday trees from all Residential Premises which are properly placed for Collection at each Designated Collection Location.

Section 4.10 Regulatory Compliance Assistance

Contractor shall pay for a third-party consultant, approved by the City to prepare and submit the City's AB 939 Annual Report. In the event that the City receives informal or formal notice of a pending or potential violation of applicable Solid Waste regulatory requirements, Contractor will work with City to remedy and, if necessary, pay for a third-party consultant to prepare any necessary response or reports. City shall invoice Contractor for the services of the third-party consultant on a monthly basis. Contractor shall reimburse City within 30 days of receipt of invoice.

Section 4.11 Drop-off Center at City Hall

Contractor shall maintain Containers and Collect material from a drop-off center at City Hall. Contractor shall Collect Recyclable Materials, Electronic Waste and Universal Waste from the drop-off center at City Hall.

Section 4.12 Semi-Annual Shred Day

Each year on a mutually agreed upon date in April or May, and again in September or October, both as determined by City, Contractor shall provide drive-thru document shredding services for residents of Rolling Hills to be conducted at the City Hall Campus Area. The dates for these events shall be selected in the manner described in the second paragraph of Section 4.3 in coordination with the dates selected for the Bulky Item Collection events and Brush Collection events.

Section 4.13 Sharps Collection Program

Contractor shall provide residents, within 10 days of request, a mail-back container to safely Collect Sharps and send Sharps for proper Disposal. Contractor shall charge residents for the Sharps containers in accordance with the approved rate schedule. The Sharps container charge shall be adjusted annually in accordance with Section 11.5.b.

Section 5. Operations

Section 5.1 Service Standards - Personnel

Contractor's personnel shall provide service of the highest quality at all times. Contractor's employees shall perform their duties under this Agreement in a good and workmanlike manner, consistent with the highest quality standards of performance found in the Solid Waste industry. Contractor shall employ sufficient personnel qualified by reason of education, training, language skills and experience to fully perform the services set forth in this Agreement. In particular, Contractor's employees shall be trained in the proper identification of, and response to, any Hazardous Waste that is improperly placed for Collection. Contractor personnel shall conduct all aspects of work in a manner that prevents the discharge of trash or pollutants into surface waters, dry creek beds, canyons and/or into the storm sewer system, including but not limited to: paved streets, driveways, alleys, gutters, ditches, man-made channels, catch basins, yard or area drains.

Contractor's employees shall exercise due care, do their work without delay, minimize noise, and avoid damage to property. Employees shall close all gates that they open and shall replace all lids on all Cans and firmly close them. When on Residential Premises, Contractor's employees shall follow the regular pedestrian walkways and paths; employees shall not cross flower beds or walk through hedges. All Cans shall be replaced upright where found. Cans and lids shall not be placed or thrown on driveways, lawns, gardens, driveways, streets or on adjacent property.

All work done under this Agreement shall be performed with the least possible annoyance to residents. All of Contractor's employees shall be dressed in clean uniforms with suitable identification. Uniforms shall be subject to approval of the City Manager.

If an employee of Contractor is, in the reasonable opinion of the City Manager, incompetent, disorderly, or otherwise fails to meet the standards set forth above, the City Manager shall document the unsatisfactory conduct in writing and notify Contractor in writing or via e-mail within seven (7) calendar days of the incident with a demand that the unsatisfactory conduct be corrected. If the unsatisfactory conduct is repeated, the City Manager may demand that the person be removed from all work under this Agreement. Contractor shall comply with such a demand. Any such demand must be made in writing or via e-mail within thirty (30) calendar days of the misconduct on which it is based.

Section 5.2 Collection Using Scooter Vehicles and a Mother Truck

Contractor's employees may enter Residential Premises and drive to the Designated Collection Location using Scooter Vehicles for the sole purpose of Collecting Solid Waste, Recyclable Materials, Green Waste, Bulky Items, or Brush. Contractor shall transport Collected materials from each Residential Premises to a centrally-located Mother Truck.

Section 5.3 Litter Prevention and Cleanup

Contractor shall cover the load in the Scooter Vehicle with a tarp to prevent the Collected material from escaping from the Scooter Vehicle and becoming Litter. Contractor shall transfer the Collected materials into the Mother Truck such that no Litter is spilled on the ground. If any Collected material blows off the Scooter Vehicle or the Mother Truck, or if any Litter is spilled onto the ground, Contractor shall immediately clean it up.

Section 5.4 Mother Truck

Contractor shall have the right to temporarily park a Mother Truck at approved locations in the City to receive Collected materials from the Scooter Vehicles. The approved Mother Truck staging areas are included in Exhibit B. The City retains the right to request a change in the staging area of the Mother Truck within the approved Mother Truck staging areas.

If there is a disagreement about the location of the Mother Truck, the City Manager shall make the final determination. Contractor shall be responsible for the safe positioning of the Mother Truck. Contractor shall never allow the Mother Truck to be left unattended. Contractor's personnel shall be responsible to direct traffic around any Mother Truck that is parked on the street.

Section 5.5 Non-Collection

In the event that Solid Waste, Recyclable Materials, Green Waste, Bulky Items, or Brush is not properly set out for Collection (e.g., Cans that weigh more than 60 lbs., Solid Waste that is not properly bagged or bundled, or not set out at the Designated Collection Location, etc.), Contractor shall place a Non-Collection Notice in a prominent place at the Designated Collection Location. The Non-Collection Notice shall include a clear description of why the material was not Collected.

Upon resolution of the improper set out by the Customer and the Customer has contacted Contractor, Contractor shall make the Collection not later than 5 p.m. on the Collection day, if the call by the Customer is received by noon on the Collection day. For calls received after noon, Contractor shall make the Collection not later than noon on the next Work Day.

Section 5.6 Hours and Days of Collection

Collection services shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m., in accordance with Section 8.08.330 of the City's Municipal Code, Monday through Friday with no service on Saturday or Sunday (except for holiday service as set forth in Section 5.7 of this Agreement). The hours or days of Collection may be extended due to extraordinary circumstances or conditions with the prior consent of the City Manager.

Section 5.7 Holiday Service

Contractor shall not provide service on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In any week in which one of these holidays falls on a Work Day, Collection services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week.

Section 5.8 Mixed Waste Processing

Contractor shall deliver all Collected Solid Waste (other than Green Waste and Brush) to a Material Recovery Facility for mixed waste processing. Contractor shall perform mixed waste processing on all Collected Solid Waste (other than Green Waste and Brush) to extract the most feasible amount of Recyclable Materials. Contractor shall process and market the Recyclable Materials and Divert them from being landfilled.

Section 5.9 Processing of Green Waste, Brush

Contractor shall Divert from landfilling Green Waste Collected within the City. Contractor must provide end uses for Green Waste that maximize Diversion credits for City according to regulations established by CalRecycle. Contractor is responsible for monitoring how the Green Waste will be Diverted at selected facilities and for selecting alternative facilities if necessary to ensure full Diversion credit. Failure to do so places Contractor in default.

Section 5.10 Collection and Handling of Bulky Items

Bulky Items Collected by Contractor may not be disposed of in the landfill until Contractor has followed the following hierarchy of Diversion efforts in accordance with Sections 5.8 and 5.9:

- a) Reuse as is
- b) Recycle
- c) Disposal

Contractor shall be permitted to coordinate its Collection of Bulky Items with non-profit groups (e.g., Goodwill, Salvation Army, etc.) that may facilitate the reuse of Collected Bulky Items. Contractor shall not place Collected Bulky Items into a packer vehicles (i.e., a Mother Truck) unless those Bulky Items have been designated for Disposal at a landfill. In the event Contractor Collects Bulky Items that contain Freon, Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the disposal of air conditioning or refrigeration equipment.

Section 5.11 Disposal of Residual Solid Waste

After performing mixed waste processing on all Collected Solid Waste, and after processing all Collected Green Waste and Brush, and after handling all Bulky Items, Contractor shall deliver all residual Solid Waste to a landfill that is in full compliance with all applicable laws, regulations, and permits.

Section 5.12 Disposal of Electronic Waste and Universal Waste

Contractor shall Divert waste requiring special handling, such as Electronic Waste, and Universal Waste, which is Collected in accordance with this Agreement, by transporting those materials to a properly permitted Electronic Waste Recycler or a Universal Waste Handler, and not to a landfill.

Section 5.13 Hazardous Waste.

Under no circumstances shall Contractor's employees knowingly Collect Hazardous Waste, or remove any Hazardous Waste, from any Container. If Contractor determines that material placed in any Container for Collection is Hazardous Waste, or other material that may not legally be accepted at a Disposal Facility, or presents a hazard to Contractor's employees, Contractor shall have the right to refuse to Collect such material. In that event, Contractor shall contact the Customer and request them to arrange for proper Disposal of the Hazardous Waste. If the Customer cannot be reached immediately, Contractor shall, before leaving the premises, leave a Non-Collection Notice, which shall describe the reason for refusing to Collect the material, and how the Hazardous Waste can be properly Disposed or Recycled.

If Hazardous Waste is found in a Collection Container that poses an imminent danger to people or property, Contractor shall immediately notify the County of Los Angeles Fire Station located in the City. Contractor shall then immediately notify the City Manager of the Hazardous Waste that has been found.

If Hazardous Waste is identified at the time of delivery to the Disposal Facility, or one of the processing facilities and the Generator cannot be identified, Contractor shall be solely responsible for handling and arranging transport and Disposal of the Hazardous Waste.

Section 6. Equipment

Section 6.1 General

All equipment used by Contractor shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. All Mother Trucks operating within the City shall not be over ten (10) years in age during the term of this Agreement, and shall be water-tight and shall be operated so that liquids do not spill during Collection or in transit. Contractor shall maintain its Collection vehicles used in the City in a clean and sanitary condition. Contractor shall wash all Collection vehicles at least once a week.

Section 6.2 Traffic and Noise

Contractor shall conduct its operations as to create the least possible obstruction and inconvenience to public traffic, and disruption to the existing noise levels in the City.

Section 6.3 Safety Markings

All Collection equipment used by Contractor shall have appropriate safety markings including, but not limited to, highway lighting, flashing lights and clearance lights. All such safety markings shall be subject to the approval of the City Manager and shall be in accordance with the requirements of the California Vehicle Code, as it may be amended from time to time.

Section 6.4. Vehicle Specifications

Section 6.4.a. General

Mother Trucks operating within the City shall not be over 10-years in age during the term of this Agreement, and shall use exclusively compressed natural gas (CNG) or liquefied natural gas (LNG).

All vehicles operating within the City must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. At all times during the term of this Agreement, Collection vehicles operating within the City shall comply with South Coast Air Quality Management District Requirements and the California Air Resource Board requirements as they are currently in force and as they may be approved for Solid Waste removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement.

Section 6.4.b. Vehicle Identification

Contractor's name and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles.

Section 6.4.c. Cleaning and Maintenance

- a) Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.

- b) Vehicles used in the Collection of Solid Waste shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the Los Angeles County Health Department for inspection, at any frequency it requests. Contractor agrees to replace or repair to the City's satisfaction, any vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.
- c) Contractor shall repaint all vehicles used in the Collection of Solid Waste as needed to maintain a clean and neat appearance, and within thirty (30) days notice from City, if City determines that their appearance warrants painting.
- d) Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to City upon request.
- e) Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
- f) Contractor shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.
- g) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.

Section 6.4.d. Operation.

Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable federal, state and local laws and regulations. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.

Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise levels of equipment used for Collection shall comply with City ordinance and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground.

Subject to Section 15.1, Contractor shall be responsible for any damage resulting from or directly attributable to any negligence of its operations, and which it causes to: City's driving surfaces, whether or not paved, associated curbs, gutters, and traffic control devices; and other public improvements.

Section 6.4.e. Spills and Leaks of Fluids

Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the driveway or street surface. When necessary, Contractor shall pressure wash or apply a suitable cleaning agent to the driveway or street surface to provide adequate cleaning. To facilitate such cleanup, Contractor's vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel. Contractor shall clean up any spillage or Litter caused by Contractor within two (2) hours upon notice from the City.

In the event that damage to streets in the City is caused by a hydraulic oil spill, Contractor shall be responsible for all repairs to return the street to the same condition prior to the spill. Contractor shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City Manager and at no cost to the City. All other damage to the roads shall be addressed pursuant to section 15.5 and 27.3 of this Agreement.

Section 6.4.f. City Inspection Per Code.

City may cause any vehicle used in performance of this Agreement to be inspected and tested at any reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the California Vehicle Code, including, but not limited to, Sections 27000(b), 23114, 23115, 42030, and all Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from service shall be returned to service until it conforms with applicable laws and regulations, and its return to service has been approved by the City.

Section 6.4.g. Vehicle Inspections.

Upon City request, Contractor shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Contractor receives a terminal rating below satisfactory, the Contractor is in violation of the Agreement. Contractor has the time allowed by the Department of California Highway Patrol ("CHP") to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six months, then the Contractor shall be considered in default and the City may terminate the Agreement.

Section 6.4.h. Correction of Defects.

Following any inspection, the City Manager, or the City Manager's designee, shall have the right to cause Contractor, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The City Manager's determination may be appealed to the City Council, whose decision shall be final. City Manager's determination may not be appealed if the vehicle reconditioning or replacement is due to a safety finding by the CHP.

Section 6.5 Reserve Equipment

Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform obligations under this Agreement.

Section 7. Privacy

Except as may be required by applicable law, including Environmental Laws, Contractor shall not disclose or report information identifying individual Customers or Residential Premises to any Person, except the City. Contractor shall not market or distribute mailing lists with the names and addresses of Customers. Contractor shall safeguard and protect the privacy of Customer information to the same extent that it safeguards its own confidential information. Contractor shall train its personnel to protect the privacy of its Customers in the City. The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded under federal or state law.

Except as may be required by applicable law, including Environmental Laws, Contractor shall not disclose or report the composition or contents of a Customer's Solid Waste, Recyclable Materials, Green Waste or Bulky Items to any Person. It shall be the responsibility of Customers to destroy any electronic data contained within any Electronic Waste prior to setting it out for Collection. Contractor shall not be liable for any release, disclosure or dissemination of any electronic data obtained from Electronic Waste Collected in the City. Contractor shall be responsible to inform Customers of their responsibility to destroy any electronic data.

Section 8. Customer Service**Section 8.1 Office Hours — Telephone Access**

Contractor shall maintain an office that provides toll-free telephone access to residents of the City and is staffed by trained and experienced customer service representatives. Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered. Contractor's office hours shall be from at least 8:00 a.m. to 5:00 p.m. Monday through Friday, except for days on which holidays are observed and between 8:00 a.m. and 1:00 p.m. on Saturdays. Contractor's customer service numbers shall be included on Contractor's and the City's website, the City's semi-annual newsletters, and the annual brochure. Contractor shall have employees that are able to respond to Customers in Spanish and other languages necessary for communication between Contractor and its Customers.

Section 8.2 Emergency Telephone Number

Contractor shall maintain an emergency telephone number for use outside normal business hours. Such number shall be made available to the City Manager. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than normal office hours.

Section 8.3 Service Complaints

City and Contractor agree that the protection of public health, safety and well-being require that service complaints be acted on promptly and that a record be maintained in order to permit City and Contractor to identify potential public health and safety problems. Contractor and City agree that Customers shall be educated to direct their complaints to Contractor. Contractor shall maintain a complaint service and a telephone answering system capable of accepting at least five (5) calls at one (1) time. Contractor shall record all calls including any inquiries, service requests and complaints into a customer service log. Contractor's complaints log shall include date, time, and complainant's name and address, and date and manner of resolution of complaint. Contractor shall maintain this information in a computerized daily service complaint log.

All service complaint calls received on Contractor's answering service shall be logged the following day. This service complaint log shall be available for review by City Manager during Contractor's office hours. Contractor shall provide a copy of this service complaint log to the City with the monthly report.

In the case of a complaint for a missed Collection, Contractor shall make the Collection not later than 5 p.m. on the day the complaint is received, if the complaint is received by noon. For calls received after noon, Contractor shall make the Collection not later than noon on the next Work Day. After the complaint has been resolved, Contractor shall notify the City Manager by email.

Complaints other than those for missed Collection shall be responded to within one (1) Working Day.

Section 8.4 Contractor's Key Representative

Contractor shall appoint and provide a Key Representative to serve as the primary liaison between Contractor and City. Contractor's Key Representative shall personally represent Contractor in all policy and administrative matters related to this Agreement. City shall have the right to require the Key Representative's participation in any contractual matter including, but not limited to, service fee adjustments, program modifications, public education, or regulatory compliance.

As of the Effective Date of this Agreement, Contractor's Key Representative shall be Ray Grothaus. In the event that Contractor desires to appoint a new Key Representative, Contractor shall submit the name of the proposed new Key Representative to the City Manager and consult with the City Manager regarding the appointment of the new Key Representative before making the appointment.

Section 9. Public Education and Media Relations**Section 9.1 Public Education**

Contractor shall develop and provide City-specific public education content for the City's semi-annual newsletter and website. The public education information shall include helpful information about the City's Solid Waste program and messaging directing residents to contact Contractor for questions and service issues.

Upon request by the City Manager, Contractor shall also participate in other public outreach activities such as community meetings and community events to further the goals of the City's Solid Waste program.

Section 9.1.a. Semi-Annual Newsletter

Contractor shall produce two newsletters per Agreement Year to be mailed to all City residents. Content of the newsletter shall be subject to advance approval of the City Manager. The newsletter will not include the City name or logo within the title of the newsletter.

Section 9.1.b. Annual Brochure

On July 1, 2020, and not less than once per Agreement Year thereafter, Contractor shall prepare and distribute to each Residential Premises a mailing to update residents regarding program basics, program changes, holiday schedules and other service related information. Mailings should promote and explain: all Solid Waste programs offered by City and Contractor (such as, holiday tree Collection, Bulky Item Collection, Brush Clearing, Shred events, Compost events, etc.); how to properly dispose of Household Hazardous Material such as syringes, paint, etc.; Collection schedules; Customer service numbers; and the procedures to begin and terminate services. This brochure shall be at least two (2) pages, and printed in full color. Contractor is responsible for all associated costs.

Section 9.2 News Media Relations

Contractor shall notify the City Manager immediately by fax, e-mail or phone of all requests for news media interviews related to the services provided under this Agreement. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the City Manager.

Copies of draft news releases or proposed trade journal articles related to services provided under this Agreement shall be submitted to the City Manager for prior review and approval at least ten (10) days in advance of submittal. Copies of articles resulting from media interviews or news releases shall be provided to the City within three (3) days after publication.

Section 10. Ownership of Solid Waste and Flow Control Rights**Section 10.1 Ownership of Solid Waste**

Once Solid Waste including Recyclable Materials, Green Waste, Bulky Items or Brush is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Customer to Contractor by operation of law, and not as a result of this Agreement. At no time shall City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights. Ownership of and liability for any Exempt Waste shall not pass to Contractor.

Section 10.2 Reservation of Flow Control Rights

City reserves whatever, if any, right it might have or receive to exercise "flow control" (i.e., the right to select Disposal Facilities, Material Recovery Facilities, or Green Waste Processing Facilities to which any of the Solid Waste to be Collected pursuant to this Agreement is to be taken). In the event City directs Contractor to transport Solid Waste to a particular Disposal Facility, Material Recovery Facility, or Green Waste Processing Facility, City and Contractor agree to use their best efforts to obtain indemnification against CERCLA, RCRA and related claims from the operator of the landfill or other destination to which Solid Waste Collected pursuant to this Agreement is taken for Disposal. In the event that City selects a Disposal Facility, Material Recovery Facility or Green Waste Facility, Contractor or City, as appropriate, shall be entitled to a service fee adjustment, subject to Section 11.10, to offset any substantiated increase or decrease in expenses resulting from the City's exercise of flow control.

Section 11. Compensation, Billing and Payment

Section 11.1 Compensation

For the services provided under this Agreement, Contractor shall be compensated according to the service fees shown in the Service Fee Schedule in Exhibit A, or as those service fees may be adjusted during the Term of this Agreement pursuant to this Section 11. The service fees shown in Exhibit A shall become effective July 1, 2020.

Section 11.2 Billing — Annual Basic Service Fee

The City shall arrange with the Los Angeles County Assessor's office to include the Annual Basic Service Fee on the property tax bill of each Residential Premises in the City that receives service pursuant to this Agreement. On or before May 30, 2020, and on or before each May 30th of each year during the Term of this Agreement, Contractor shall prepare and submit to City a list of Residential Premises to be billed for the Agreement Year that begins on the following July 1st. The list submitted by Contractor shall include, at a minimum, the address, assessor's parcel number, and Annual Basic Service Fee to be charged to each Residential Premises.

For Residential Premises that were not previously billed for the then-current Agreement Year, and that received service for a portion of the then-current Agreement Year, Contractor may include an additional pro-rated amount to retroactively bill those Residential Premises for the period of time during which they received service and were not billed.

For those Residential Premises that were previously billed for the then-current Agreement Year, and that were unoccupied and did not receive service during a portion of the then-current Agreement Year, and for which the City and Contractor were properly notified pursuant to Section 8.08.550 of the City's Municipal Code, Contractor shall include a pro-rated credit amount that reflects the period during which the Residential Premises did not receive service.

The list of Residential Premises provided by Contractor shall include an Annual Billed Amount, which shall be the total sum of all the Annual Basic Service Fees, and any pro-rated amounts, for each and all of the Residential Premises in the City. If Contractor does not provide such a list to City by May 30th, City may prepare its own list of Residential Premises to be billed, and Contractor shall have no recourse to dispute the accuracy of that list.

The list of Residential Premises submitted by Contractor shall be subject to the review and approval of the City Manager. If the City Manager takes exception to any of the addresses or amounts on the list, he or she shall notify Contractor as soon as possible, but no later than the following June 30th. The City Manager shall act in good faith to resolve any disputed addresses or amounts on the list. The City Manager shall make the final determination as to what addresses and amounts are to be included on the property tax bills. The City Manager shall provide the list to the Los Angeles County Assessor's office in time to be included on the property tax bills for the following Agreement Year.

Section 11.3 Payment — Annual Basic Service Fee

The Annual Billed Amount is billed to Customers on the property tax bills in two equal increments. The first increment is billed in November; the second increment is billed in April. City shall remit in arrears to Contractor the first one-half (1/2) the Annual Billed Amount set

forth in Section 11.2 on or before the December 31 following the first incremental property tax billing in November. City shall remit the second one-half (1/2) of the Annual Billed Amount set forth in Section 11.2 on or before the May 31 following the second incremental property tax billing in April. City shall remit to Contractor the full amount of the Annual Billed Amount regardless of the actual amount of tax payments it receives from the County of Los Angeles.

Section 11.4 Billing and Payment — Other Services

For any Customers that receive On-call Bulky Item Collection in excess of one item (1) per calendar year (pursuant to Section 4.4), or who receive on-call Brush Collection Service in excess of one (1) load per calendar year (pursuant to Section 4.6), Contractor may charge those Customers directly based on the service fees in Exhibit A (or as those service fees may be adjusted). Invoices shall be due in 30 days. Contractor shall be responsible to collect any overdue or unpaid amounts. Contractor shall allow Customers to pay by credit card.

Section 11.5 Adjustment of Service Fees

Section 11.5.a. Initial Service Fees

The initial service fees included in Exhibit A reflect a one-time 7.4% increase to Fiscal Year 2020 rates, and shall be the maximum service fees charged for the period of July 1, 2020 through June 30, 2021.

Section 11.5.b. Schedule of Future Adjustments

Beginning on July 1, 2021, and on each July 1 thereafter during the Term of this Agreement, Contractor may request, and the City shall grant, an annual adjustment to the service fees shown in Exhibit A (or those service fees then in effect at the time of the requested adjustment). Each service fee adjustment shall be effective on July 1. Contractor shall notify City of its request to adjust service fees no later than March 1 prior to the effective date of the adjustment. If Contractor fails to so notify City by March 1, City shall not be obligated to adjust the service fees for the next Agreement Year.

Service fees shall be annually adjusted at the same rate of change as the annual percentage change in the CPI up to five percent (5.0%), but not less than three percent (3.0%) and subject to Section 11.10.

Any variance between the actual change in CPI and the annual service fee adjustment provided above shall not accumulate to any service fee adjustment calculation in any subsequent Agreement Year.

Section 11.6 Revenue from the Proceeds of Recyclable Materials

Contractor shall be responsible for the marketing and sale of all Recyclable Materials Collected pursuant to this Agreement, and may retain any revenue and CRV value from the sale of Recyclable Materials.

Section 11.7 Extraordinary Increase or Decreases - General

In the event of an extraordinary increase or decrease in the cost of providing service under this Agreement, Contractor or City may notify the other party and request a service fee adjustment outside that which is provided for in Section 11.5. Contractor or City may submit a

maximum of one such extraordinary service fee adjustment request in each Agreement Year. Any such extraordinary change (either an increase or a decrease) shall satisfy all of the following conditions:

- a) The change results in a material net increase or decrease in Contractor's overall operating costs;
- b) The change could not reasonably have been foreseen by a prudent operator;
- c) The impact of the change, by all reasonable expectations, will continue for a period of more than six (6) months;
- d) The change is not addressed pursuant to Section 25 (Modifications to the Agreement); and,
- e) The change increases or decreases Contractor's overall operating costs by more than ten percent (10%).

However, such changes shall not include: 1) increases or decreases in Contractor's landfill costs, 2) increases or decreases in tipping fees for the processing of Recyclable Material or Green Waste, 3) increases or decreases in the market value of Recyclable Materials, 4) increases or decreases in wage rates or employee benefits of Contractor's work force; or, 5) inaccurate estimates by Contractor of its cost of operations.

Any such request for an extraordinary adjustment shall be prepared in a form that reasonably demonstrates the impact of the extraordinary change on the service fee. Any such request shall be accompanied by appropriate supporting documentation. Any request for an extraordinary service fee increase or decrease that is accepted by either City or Contractor shall only be effective after approval by City Council, shall not be applied retroactively, shall be subject to Section 11.10, and shall be subject to Section 11.8 or 11.10 as applicable.

Section 11.8 Extraordinary Increase

For requests by Contractor to City for an extraordinary increase to service fees, City shall review the reasonableness of Contractor's written request and, at City's sole discretion, determine whether, or the extent to which, an extraordinary increase to the service fees shall be made. If City determines that Contractor's request is not justified, in whole or in part, City shall notify Contractor and provide a written explanation of its determination. City shall provide its written explanation to Contractor within sixty (60) days of receiving Contractor's request for an extraordinary increase.

If City does not provide its written explanation within sixty (60) days, or if Contractor does not agree with City's determination, Contractor shall have the right to terminate this Agreement eighteen (18) months after notifying City of its intent to do so.

Any such notice to terminate this Agreement must be provided to City within one hundred twenty (120) days of Contractor submitting its original request for an increase. If Contractor does not notify City of its intent to so terminate this Agreement within one hundred twenty (120) days of submitting its original request for an increase, then Contractor shall forgo its right to prematurely terminate this Agreement. If Contractor elects to terminate this Agreement due to City's rejection of its request for an extraordinary adjustment in service fees, the Term of this Agreement shall end eighteen (18) months from the date of

Contractor's notice to City. Contractor's election to so terminate this Agreement shall not be revocable by Contractor.

Section 11.9 Extraordinary Decrease

For requests by City to Contractor for an extraordinary decrease to service fees, Contractor shall review the reasonableness of City's written request and, in Contractor's sole discretion, determine whether, or the extent to which, an extraordinary decrease to the service fees shall be made. If Contractor determines that City's request is not justified, in whole or in part, Contractor shall notify City and provide a written explanation of its determination. Contractor shall provide its written explanation to City within sixty (60) days of receiving City's request for an extraordinary decrease.

If Contractor does not provide its written explanation within sixty (60) days, or if City does not agree with Contractor's determination, City shall have the right to terminate this Agreement eighteen (18) months after notifying Contractor of its intent to do so.

Any such notice to terminate this Agreement must be provided to Contractor within one hundred twenty (120) days of City submitting its original request for a decrease. If City does not notify Contractor of its intent to so terminate this Agreement within one hundred twenty (120) days of submitting its original request for an increase, then City shall forgo its right to prematurely terminate this Agreement. If City elects to terminate this Agreement due to Contractor's rejection of its request for an extraordinary adjustment in service fees, the Term of this Agreement shall end one (1) year from the date of City's notice to Contractor.

Section 11.10 Effect of Proposition 218

In the City's discretion or as may be required by changes in the law, any rate adjustment contemplated under this Agreement may be adopted in compliance with the requirements of California Constitution, Articles XIIC and XIID (Proposition 218). All rate adjustments shall be adopted in compliance with the Rolling Hills Municipal Code. If a rate adjustment approved by the City Manager or City Council is prevented from implementation due to a majority protest under Proposition 218 or other applicable law, Contractor may terminate this Agreement upon two-years notice. In the event of a rate adjustment and as directed by City, Contractor shall be required to mail Proposition 218 notices to all Residential Premises. Contractor is responsible for all costs incurred for copying and mailing of notices. Any voluntary decision by the City to conduct the majority protest procedures under Proposition 218 for any proposed rate adjustment is not and shall not be construed by the City as an admission of the applicability of Proposition 218, whether its procedural or substantive requirements.

Section 12. Diversion Requirements

Section 12.1 Minimum Requirements

During the Term of this Agreement, Contractor shall achieve a minimum annual Diversion rate of thirty percent (30%) for Residential Solid Waste Collection Services, or such other amount as may be set in accordance with the provisions of Section 25 of this Agreement or State law. The annual Diversion rate will be calculated as "the tons of materials Collected by Contractor from the provision of Collection Services that are sold, processed, or shipped to a recycler or re-user and net of any residue amounts, as required by this Agreement, divided by the total tons of materials Collected by Contractor in each Calendar Year."

Upon the request of either party, not more often than once every two (2) years, the City and Contractor agree to meet and confer regarding adjustments to the minimum Diversion rate, based on factors including waste characterization data provided by Contractor, trends in source reduction and reuse, trends in third party Diversion, extent of reverse logistics, the availability of permitted Facilities that are capable of processing material to achieve the required levels of Diversion, emerging methods of processing and Recycling/reusing new waste materials, the availability of markets, transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Contractor and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum Diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective.

Section 12.2 Failure to Meet Minimum Requirements

Contractor's failure to meet the minimum Diversion requirements set forth above in Section 12.1 may result in the termination of this Agreement pursuant to Section 20 of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate the Agreement, the City will consider the good faith efforts put forth by Contractor to meet the minimum Diversion requirements. This consideration will include the methods and level of effort of Contractor to fully implement the public education and Diversion plans.

Section 12.3 Waste Generation and Characterization Studies

Upon request by City, Contractor shall perform Solid Waste generation and characterization studies to comply with AB 939 requirements. Contractor agrees to participate and cooperate with City and its agents, and to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of Solid Waste generated, disposed, transformed, Diverted or otherwise processed to comply with AB 939.

Section 13. Books and Records

Section 13.1 Maintenance of Records

Contractor shall maintain all records relating to the services provided hereunder, including, but not limited to, route maps, Customer lists, billing records, weight tickets, maps, AB 939 records, and Customer complaints, for the full Term during which Collection services are to be provided pursuant to this Agreement, and an additional period of not less than five (5) years, or any longer period required by law. Contractor shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Section or elsewhere in this Agreement.

Section 13.2 General, Right to Inspect

Contractor shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business.

Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records, with the exception of records to be maintained under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 *et seq.* shall be maintained during this Agreement and shall continue to be available for five (5) years after the expiration of this Agreement. After minimum holding periods are met, Contractor will notify City Manager and City Attorney ninety (90) days before destroying the records and offer records to the City.

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its Affiliates that City shall deem, in its sole discretion, necessary to evaluate annual reports, and Contractor's performance provided for in this Agreement. Contractor agrees that such records shall be provided or made available to City and its official representatives. Account histories shall be accessible to the City in electronic format or online for a minimum of five (5) years after termination of the Agreement. Contractor shall make all records and documents to be reviewed and inspected by City as a part of any audit or other record review conducted by City, available for City's review, inspection and copying within five (5) days of receiving written notice from City requesting the same. Additionally, City may review records at Contractor's local facility during normal business hours, within five (5) days of request during normal business hours. Such records include, but are not limited to, financial, Solid Waste, CERCLA and Disposal records.

Section 13.3 Financial Records

Contractor shall maintain financial records relating to its operations pursuant to this Agreement separate and segregated from such records relating to its other operations.

Contractor shall maintain at least the following records:

- a) Audited financial statements for Contractor or, if a guarantee was provided, for the parent company guarantor as a whole;
- b) Financial statements (compiled, reviewed, or audited) of revenue and expense for this Agreement segregated from the other operations of Contractor (including without limitation those operations of Contractor in City and surrounding

- jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,
- c) Complete descriptions of related party transactions (corporate and/or regional management fees, inter-company profits from transfer, processing or Disposal operations).

Section 13.4 Solid Waste Records

Contractor shall maintain and make available to the City upon request the following records relating to its operations pursuant to this Agreement:

- a) Customer service and Billing/City payment records;
- b) Records of tons Collected, processed, Diverted and disposed by waste stream (Refuse, Recycling, Green Waste), and the Facilities (Transfer Station, MRF, or landfill) where such material was taken;
- c) Quantity of Recyclable Materials recovered by material type, as well as quantity of material Diverted from landfills in compliance with AB 939;
- d) Bulky Item results and special services tonnages (Brush and Green Waste), including tons disposed and Diverted;
- e) Facilities, equipment, and personnel used;
- f) Facilities and equipment operations, maintenance, and repair;
- g) Number and type of Containers in service;
- h) Complaints; and
- i) Missed pickups.

Section 13.5 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC §9601 *et seq.*, and related litigation as a matter of concern. For this reason, City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than twenty-five (25) years following the termination of this Agreement, and agrees to notify City Manager and City Attorney before destroying such records thereafter. At any time, including after the expiration of the Term hereof, Contractor shall provide copies of such records to City upon request. The requirements of this section shall survive the expiration of the Term of this Agreement.

Section 14. Reports and Information**Section 14.1 Reports — General**

Contractor, at its own expense, shall submit to the City such information or reports in such forms and at such times as City may reasonably request or require. Reports are intended to compile recorded data into useful forms of information that can be used to:

- a) Evaluate and set service fees and evaluate the financial efficacy of operations;
- b) Evaluate past and expected progress towards achieving AB 939 objectives;
- c) Document the final destination of any Solid Waste Collected in the City;
- d) Determine needs for modification to programs;
- e) Evaluate Customer service and complaints;
- f) Obtain reimbursement for City or Customers in the event of a disaster;
- g) Comply with any other legal, regulatory, or contractual requirement; and,
- h) Ensure that Contractor's employees have received proper training to comply with the requirements of this Agreement.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City. In addition to submitting all reports on paper, Contractor agrees to submit all reports in an electronic format approved by City, compatible with City's computer software at no additional charge.

Section 14.2 Monthly Reports

Within thirty (30) days of the end of each month, Contractor shall submit to the City Manager a report that includes the following information, if applicable:

- a) Tons of Solid Waste Collected by Contractor during the month, sorted by type of Solid Waste Collected (Refuse, Recycling, Green Waste, Bulky Items, and Brush) and the Facilities where the Solid Waste was processed or disposed.
- b) A narrative description of all public education and outreach activities undertaken during the month.
- c) A summary of any and all information recorded during the month in the Service Complaint Log (described in Section 8.3) including the nature and cause of the complaint, and how it was resolved.
- d) A list of any Non-collection notices issued for contaminated material set out for Collection.
- e) A copy of the records of any Hazardous Waste inadvertently Collected from Residential Premises.

- f) A narrative summary of any other problems encountered and how those problems were resolved.

Section 14.3 Annual Report to City Manager

Within thirty (30) days of the end of each calendar year, Contractor shall submit an annual report to the City Manager that effectively summarizes the information contained in the monthly reports for the most recently completed calendar year. The annual report shall also include a month-by-month comparison of the tons Collected in the most recently completed calendar year to the tons Collected in the prior calendar year.

Section 14.4 AB 939 Annual Report

Contractor shall be responsible for preparing and submitting the City's AB 939 Annual Report, which is the report to CalRecycle that summarizes the City's progress in reducing Solid Waste as required by AB 939. The AB 939 Annual Report is currently due on August 1st of each year and encompasses the City's waste Diversion activities and results for the previous calendar year.

Each year during the Term of this Agreement, Contractor shall compile the information needed to prepare and electronically submit the AB 939 Annual Report to the CalRecycle pursuant to Section 41821 of the Public Resources Code. Each year, Contractor shall enter the information (e.g., tonnage, program information, etc.) into CalRecycle's Electronic Annual Report (EAR) website no later than ninety (90) days before the due date.

Once the information has been entered into the EAR, Contractor shall notify the City Manager that the information is ready to review online. The City Manager shall review the information within thirty (30) days, and either, 1) notify Contractor of his or her approval, or, 2) provide written comments and/or questions about the contents of the AB 939 Annual Report. Contractor shall resolve any of the City Manager's comments and questions at least thirty (30) days prior to the report submittal deadline.

Section 14.5 Reporting Adverse Information

Contractor shall provide City two copies (one to the City Manager and one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to City simultaneously with Contractor's filing or submission of such matters with said agencies. Contractor's routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

Section 14.6 Failure to Report

Absent exceptional circumstances which prevent submission of timely reports, the refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be a material breach of this Agreement and shall subject Contractor to all remedies which are available to the City under this Agreement or otherwise.

Section 15. Indemnification and Insurance

Section 15.1 Indemnification

Contractor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, consultants and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, contractors and/or subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; and (3) the acts of Contractor, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees' passive negligence, but shall not extend to matters resulting from the Indemnitees' active negligence or active misconduct. Contractor further agrees to and shall, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys acceptable to City) the Indemnitees against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Contractor elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Contractor.

Contractor, upon demand of City, made by and through the City Attorney, shall protect City and appear in and defend the Indemnitees in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, or asserting rights under the United States or California Constitutions or any federal or state law to provide Solid Waste Collection Services in the City.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Section 15.2 Hazardous Substances Indemnification

Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative

costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of, or in any way relate to any action, inaction, or omission of Contractor that:

- a) Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or
- b) Relates to material Collected, transported, Recycled, processed, treated or disposed of by Contractor.
- c) Contractor's obligations pursuant to this section shall apply, without limitation, to:
- d) Any Claims brought pursuant to or based on the provisions of any Environmental Law;
- e) Any Claims based on or arising out of, or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Contractor of any Facility;
- f) Any Claims based on or arising out of or alleged to be arising out of, the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Contractor;
- g) Any Claims based on or arising out of, or alleged to be arising out of, any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees' passive negligence, but shall not extend to matters resulting from the Indemnitees' active negligence, or active misconduct.

For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Substance, any Hazardous Waste, any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term

"Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Section 15.3 AB 939 Indemnification and Guarantee

Contractor unconditionally guarantees compliance with the requirements AB 939 from time to time. Contractor shall carry out its obligations under this Agreement so that the City will meet or exceed the Diversion requirements set forth in AB 939, and all amendments thereto more fully set forth below. City and Contractor shall reasonably assist each other to meet the City's AB 939 Diversion requirements. In carrying out the provisions of this Section, Contractor agrees to perform the following obligations at its cost and expense:

- a) Defend, with counsel approved by City, indemnify and hold harmless the City against all fines and/or penalties imposed by the CalRecycle, if Contractor fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;
- b) Assist City in preparing for, and participating in, the CalRecycle's biannual review of the City's source reduction and Recycling element pursuant to Public Resources Code Section 41825;
- c) Assist City in responding to inquiries from the CalRecycle in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the CalRecycle relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;
- d) Defend, with counsel acceptable to City, and indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's Diversion requirements, provided that Contractor's obligation to indemnify City shall be subject to the limitations set forth in Public Resources Code Section 40059.1(c) as may be amended from time to time;
- e) In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under State law.

Section 15.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Section 15.5 Damage by Contractor

If Contractor's employees or subcontractors cause any injury, damage or loss to City or RHCA property, including but not limited to streets, curbs, signs or fences, etc., Contractor shall reimburse City or the RHCA for the cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense.

Section 15.6 Insurance Policies

Contractor shall secure and maintain throughout the Term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's performance of work or services under this Agreement.

Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives and subcontractors.

Section 15.7 Minimum Scope of Insurance

Insurance coverage shall be at least this broad:

- a) Insurance Services Office Form No. GO 0002 or, if approved by City, its equivalent, covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- b) Insurance Services Office Form No. CA 0001 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage shall also include code 8, "hired autos" and code 9 "non-owned autos".
- c) Workers' Compensation Insurance as required by the California Labor Code and Employers Liability Insurance and/or Errors and Omissions.
- d) Hazardous Waste and Environmental Impairment Liability Insurance.
- e) Employee Blanket Fidelity Bond.

Section 15.8 Minimum Limits of Insurance

Contractor shall maintain insurance limits no less than:

- a) Comprehensive General Liability: Five Million Dollars (\$5,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.
- b) Automobile Liability: Five Million Dollars (\$5,000,000.00) combined single limit per accident for bodily injury and property damage.
- c) Workers' Compensation and Employers Liability: Workers Compensation: Limits as required by the California Labor Code. Employers Liability: Limit of Three Million Dollars (\$3,000,000.00) per accident.
- d) Employee Blanket Fidelity Bond: One Million Dollars (\$1,000,000.00) per employee, covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
- e) Hazardous Waste and Environmental Impairment Liability: Three Million Dollars (\$3,000,000.00) each occurrence/Ten Million Dollars (\$10,000,000.00) policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of City, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants. This policy shall stipulate this insurance is primary and no other insurance carried by the City will be called upon to contribute to the loss suffered by the Contractor hereunder and waive subrogation against the City and other additional insured.

Section 15.9 Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by, City. City shall not withhold approval of any Deductible or Self-Insured Retention amounts where Contractor can demonstrate a successful history of managing such Deductibles or Self-Insured Retention amounts.

Section 15.10 Endorsements

The policies are to contain, or be endorsed to contain, the following provisions:

- a) The City, its officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the operation of Contractor's automobiles owned, leased, hired or borrowed by or on behalf of Contractor; products and completed operations of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including material parts or equipment furnished in connection with such work or operations; and Pollution arising out of such work or operations.
- b) Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c) Each insurance policy required by this clause shall be occurrence-based, or an alternative form as approved by the City and shall be endorsed to state that coverage shall not be cancelled by the Insurer except after thirty (30) days prior written notice has been given to the City.
- d) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e) The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion, or documentation that Contractor carries environmental pollution liability coverage for Solid Waste transported by Contractor. The Automobile Liability policy shall also be endorsed to add the Motor Carrier act endorsement (MCS-90) TL 1005, TL 1007 and /or other endorsements required by federal or state authorities.
- f) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City.
- g) Each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the City and endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- h) Any failure to comply with reporting provisions of the policies shall not affect Contractor's obligations to City, its officers, officials, employees, agents or volunteers.

Section 15.11 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If pollution and or Environmental Impairment and/or errors and omission coverage are not available from an "Admitted" insurer, the coverage may be written with the City's permission, by a non-admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher.

Section 15.12 Verification of Coverage

Contractor shall furnish City with original certificates and with amendatory endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City Manager, unless the insurer will not use the City's forms. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, Contractor's insurer may provide complete copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

Section 15.13 Subcontractors

Contractor shall include all subcontractors authorized to perform work under this Agreement as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. Subcontractors are not permitted to Collect Solid Waste under this Agreement.

Section 15.14 Proof of Coverage

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City.

City Manager [or designated representative]
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274
Facsimile Number (310) 377-7288

Section 15.15 Modification of Insurance Requirements

The insurance requirements provided in this Agreement may be modified or waived by the City, in writing, upon the request of Contractor if the City determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

Section 15.16 Rights of Subrogation

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City, except where the City is actively negligent, with the express

intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured shall not apply to City.

Section 15.17 Evidence of Insurance Coverage; Insurance Repository

Within the thirty (30) days after the City's execution of this Agreement, Contractor shall file copies of the executed endorsements evidencing the above required insurance coverage with the City Clerk. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor also agrees to establish an insurance policy repository and to maintain copies of insurance policies required pursuant to this Agreement for twenty-five years (25 years) after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City Manager and City Attorney before destroying copies of such policies. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

Section 16. Performance Guarantee

Within the thirty (30) days after the City's execution of this Agreement, Contractor shall provide a performance bond, letter of credit or cash bond ("guarantee instrument") in an amount equal to two hundred fifty thousand dollars (\$250,000.00) in a manner as set forth below.

Section 16.1 Performance Bond

Contractor shall procure and maintain a performance bond executed by a surety company that is acceptable to the City. Surety shall be an admitted surety company licensed to do business in the State of California; have an "A:VII" or better rating by A. M. Best or Standard and Poors; and be included on the list of surety companies approved by the Treasurer of the United States. The Performance Bond shall be on terms acceptable to the City Attorney. The Performance Bond shall serve as security for the faithful performance by Contractor of all the provisions and obligations of this Agreement.

Section 16.2 Letter of Credit

In lieu of the performance bond or cash bond, Contractor may deposit with City an irrevocable letter of credit in an amount as set forth above in this Section 16. The letter of credit shall be the sole responsibility of Contractor, shall be unconditional and remain in force during the entire term of the Agreement and shall be released only upon written release from City per Section 16.4. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the City's name, and be callable at the discretion of the City.

Section 16.3 Cash Bond

In lieu of the performance bond or letter of credit, Contractor may deposit with the City a Cash Bond in an amount as set forth above in this Section 16. The Cash Bond must be deposited in an FDIC insured banking institution chartered to business in the state of California, in the City's name, and be callable at the discretion of the City. City shall be able to access the full \$250,000 from the Cash Bond without penalty. All interest on the Cash Bond shall accrue to Contractor.

Section 16.4 Release of Performance Guarantee Requirements

Some Agreement requirements extend beyond the Term of this Agreement and other requirements, such as the minimum Diversion Requirement, will not be substantiated until after the final service date. Therefore, Contractor shall not terminate the performance bond, letter of credit, or cash bond, and will renew them to ensure continuous availability to the City, until receiving a written release from the City or until the fifth annual anniversary of the end of the Term of this Agreement. Permission from the City to discontinue holding these performance securities does not relieve Contractor of payments to the City that may be due, or may become due.

Section 16.5 Failure to Perform

Upon Contractor's failure to faithfully perform its obligations under this Agreement, the guarantee instrument may be assessed by the City, for purposes including, but not limited to:

Reimbursement of costs borne by the City to correct violations of the Agreement not corrected by Contractor, after City provides notice in accordance with Section 20.4; or,

To provide monetary remedies or to satisfy damages assessed against Contractor due to a material breach of this Agreement.

Section 16.6 Replenishment of Guarantee Instrument

Contractor shall deposit a replacement instrument sufficient to restore the Performance Guarantee to the original amount within thirty (30) days after notice from the City that any amount has been levied against the Performance Guarantee. Contractor shall be relieved of the foregoing requirement to replenish the Performance Guarantee during the pendency of an appeal from the City's decision to draw on the Performance Guarantee.

Section 16.7 City's Cost of Enforcement

In the event the City draws on the Performance Guarantee, all of City's costs of Collection and enforcement of the provisions relating to the Performance Guarantee called for by this Section 16, including reasonable attorneys' fees and costs, shall be paid by Contractor.

Section 16.8 Appeal

Any decision or order of City under this Section 16 may be appealed by Contractor through the dispute resolution procedures provided by Sections 20 and 21 of this Agreement.

Section 17. City's Right to Perform Service

Should Contractor for any reason whatsoever after first being given an opportunity to cure any alleged defect in performance or commence and diligently pursue a cure within 24 hours, except the occurrence or existence of any of the events or conditions set forth in Section 27.1, "Force Majeure and Labor Unrest," below, for a period of more than two (2) calendar days, refuse or be unable to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another Solid Waste enterprise to Collect and transport any or all Solid Waste which Contractor is obligated to Collect and transport pursuant to this Agreement, but which Contractor is unable to Collect and transport. City shall provide twenty-four (24) hours prior written notice to Contractor, contracting with another Solid Waste enterprise to Collect and transport any or all Solid Waste which Contractor would otherwise Collect and transport pursuant to this Agreement, for the duration of the inability of Contractor to provide such services. In such event Contractor shall identify sources from which such substitute Solid Waste services are immediately available, and shall reimburse City for all of its expenses for such substitute services.

Section 18. Emergency Service

In the event of any natural or man-caused disaster, and during the aftermath of that disaster, Contractor shall Collect and Dispose of Disaster Debris for the purpose of helping City and Customers in the City recover from the disaster in a prompt and cost-effective manner. In the event of a disaster, Contractor shall provide any or all of the services described in this Section 18, upon written request by the City Manager:

Section 18.1 Acceptance of Disaster Debris at the Sunshine Canyon Landfill

Contractor shall accept and Dispose at the Sunshine Canyon Landfill any Disaster Debris generated in the City and delivered to the landfill by City, Customers, their employees, contractors, or volunteers at an amount not to exceed the Emergency Service Fees in Exhibit A. The Disposal Tipping Fee per Ton in Exhibit A shall be F.O.B Sunshine Canyon Landfill.

Section 18.2 Removal of Disaster Debris in Roll-off Boxes

Upon request by Customers or the City Manager, Contractor shall deliver and Collect up to one hundred (100) each forty (40) yard Rolloff Box loads per day in the City during the aftermath of the disaster. Contractor shall have up to seven (7) days after the disaster to begin delivering Rolloff Boxes to Residential Premises in the City. Thereafter, Contractor shall deliver empty Rolloff Boxes within two (2) days of a request by a Customer or the City Manager. Contractor shall Collect and Dispose of Disaster Debris from Rolloff Boxes within two (2) days after being requested by Customer or City Manager. Contractor may charge Customers an amount not to exceed the Rolloff Box Service Fee per Load in Exhibit A (or as that Service Fee per Load may be adjusted). The Rolloff Box Service Fee per Load includes the cost of Disposal. Contractor shall cooperate with the City Manager in the delivery, Collection and allocation of Rolloff Boxes among Residential Premises in the City. If necessary, the City and Customers shall have the right to use other contractors in addition to Contractor.

Section 18.3 Personnel and Equipment Normally Assigned to City

Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City at no additional charge.

Section 18.4 Record Keeping and Assistance with Disaster Reimbursement

Contractor shall assist the City and Customers in obtaining any applicable disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provided during the aftermath of the disaster, and the amount of Disaster Debris Collected.

Section 18.5 City-wide Effort to Manage Disaster Debris

In the event that the City decides to oversee a coordinated effort to manage the Collection and recycling of Disaster Debris on a city-wide basis, Contractor shall provide City with its management expertise, including a full time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

Section 19. Compliance with Laws and Regulations

Contractor warrants that it will comply with all applicable laws and implementing regulations, as they, from time to time, may be amended, specifically including, but not limited to the Environmental laws and all other applicable laws and regulations of the State of California, ordinances of the City and the requirements of Local Enforcement Agencies and all other agencies with jurisdiction applicable to the performance of services under this Agreement.

Section 20. Administrative Remedies; Termination**Section 20.1 Interim suspension.**

As set forth in Chapter 8.08 of the Rolling Hills Municipal Code, the City Manager, without a hearing, may suspend this franchise for not more than forty-five (45) calendar days, if the Manager finds that continued operation by a Collector will constitute an immediate threat to the public health, safety, or general welfare of the City. The interim suspension will go into effect immediately upon delivery of a notice to Contractor. The period of interim suspension shall be only until the defect in performance is cured, or in forty-five (45) calendar days, which ever first occurs.

The City Manager may enter into a temporary agreement for the Collection of Solid Waste with a different Solid Waste enterprise during any period of time that a franchise has been suspended, as set forth in Section 17 if this Agreement .

Section 20.2 Appeals.

Contractor may appeal the interim suspension imposed by the Manager, provided a written appeal is submitted to the City Manager within five(5) calendar days after notice of suspension has been sent to Contractor. Appeals to the City Council shall include a general statement specifying the basis for the appeal and the specific aspect of the Manager's ruling being appealed.

The interim suspension shall remain in effect during the processing of the appeal to the Council.

Section 20.3 Council Hearing on Appeal

The City Council shall hold a hearing on the appeal. Notice of such hearing shall be sent to Contractor not less than fifteen (15) calendar days prior to the hearing. The City Council may affirm the action of the City Manager, refer the matter back to the City Manager for further consideration, or overturn the decision of the City Manager. The City Council may terminate the interim suspension or extend the period of the interim suspension, as it finds necessary depending on the severity of the threat to the public health, safety, or general welfare, or may direct the City Manager to initiate proceedings for revocation of the franchise, beginning with issuing a written Notice of Deficiencies.

Section 20.4 Notice of Deficiencies; Response

If the City Manager or City Council determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for Diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or Disposal of Solid and Hazardous Waste, the City Manager may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The City Manager, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall correct the deficiencies and respond to the written Notification of Deficiencies within seven (7) days from

the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time.

Section 20.5 Review by City Manager; Notice of Appeal

The City Manager shall review any written response from Contractor and shall decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Performance Guarantee or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, refer the matter to the City Council for revocation or modifications proceedings in accordance with this Section 20. The City Manager shall promptly inform Contractor of the City Manager's decision. In the event the decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of this Agreement or other laws for the City Manager's decision and any remedial action taken or ordered.

An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal to the City Council" with the City Manager within ten (10) days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, and videotapes, which Contractor may choose to submit.

Section 20.6 City Council Hearing

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter. The City shall give Contractor no less than fifteen (15) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

- a) A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options;
- b) The written Notification of Deficiencies;
- c) Contractor's response to the Notification of Deficiencies;
- d) The City Manager's written notification to Contractor of adverse decision; and
- e) Contractor's Notice of Appeal to the City Council.

No new legal issues may be raised, nor may new evidence be submitted by Contractor or City at this hearing, or at any further point in the proceedings, absent a showing of good cause. City, Contractor's representatives, and other interested Persons shall have a reasonable opportunity to be heard.

Section 20.7 City Council Determination

Based on the administrative record, the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld, and/or whether the franchise

shall be revoked, modified, or other remedy imposed in accordance with this Agreement or applicable laws.

If, based upon the administrative record, the City Council determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement or applicable law, including without limitation imposition of a financial penalty or making a draw on the Performance Guarantee. The City Council may not terminate this Agreement unless it determines that Contractor is in material breach of a material term of this Agreement and which defect remains uncured, or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under this Agreement is not excused during the period of time prior to a final determination as to whether or not Contractor performance is in material breach of this Agreement, or the time set by City for Contractor to discontinue a portion or all of its services pursuant to this Agreement. The decision or order of the City Council shall be final. The City shall serve written notice to Contractor of the City Council's ruling within ten (10) calendar days of the hearing. The notice of ruling shall include, without limitation, the effective date of any remedy imposed.

Upon revocation of the franchise by the Council, Contractor shall cease operations in the City within the period of time determined by the Council but in no event shall Contractor operate for more than forty-five (45) calendar days after notice of ruling has been issued.

The City Manager may enter into a temporary agreement for the Collection of Solid Waste with a different Solid Waste enterprise until such time as a new franchise with a different Solid Waste enterprise can be negotiated and approved by the City Council.

Section 20.8 Reservation of Rights by City

City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

- a) If Contractor engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City;
- b) If Contractor becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets;
- c) If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, and Performance Guarantees as required by this Agreement;
- d) If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;
- e) If Contractor ceases to provide all or a portion of the Collection service or any other service as required under this Agreement over all or a substantial portion of

the City for a period of two (2) calendar days or more, for any reason within the control of Contractor (not including a Force Majeure or Labor Unrest in accordance with Section 27.1);

- f) If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;
- g) If Contractor fails to achieve Diversion levels for the waste stream covered by this Agreement at levels sufficient to achieve the Diversion goals required of the City, as determined by CalRecycle, or City determines that the City has or will fail to meet its Diversion goals, Contractor shall have an opportunity to cure this material breach, within the time allotted by CalRecycle, or City, as appropriate;
- h) If the operations of Contractor are contrary to the public health, safety, well-being, peace, welfare or morals, or shall be found to constitute a public nuisance;
- i) If Contractor violates any material federal or state law, regulation of CalRecycle, a local enforcement agency, the City Municipal Code, or any material condition of this Agreement affecting public health and safety in the City;
- j) If Contractor fails to complete, perform or cooperate with any audit as described by this Agreement;
- k) If Contractor fails to complete or to provide required reports or documents to City as required by this Agreement;
- l) If Contractor makes any representation or disclosure to City in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement;
- m) The seizure of, attachment of, or levy on, the operating equipment of Contractor, including, without limits, its equipment, maintenance or office facilities, or any part thereof; or,
- n) Acts or omissions:
 - i. Any act or omission by Contractor relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, AB 939, or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by the Contractor. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter shall constitute a default by Contractor.
 - ii. Any situation in which Contractor or any of its officers, directors or employees are found guilty of any crime related to the performance of this

Agreement, or of any crime related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Contractor. The term “found guilty” shall be deemed to include any judicial determination that Contractor or any of Contractor’s officers, directors, or employees is guilty as well as any admission of guilt by Contractor or any of Contractor’s officers, directors or employees including, but not limited to, the plea of “guilty,” “nolo contendere,” “no contest”, and “guilty to a lesser charge.”

- iii. Any other act or omission by Contractor which materially violates the terms, conditions, or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

Section 20.9 Cumulative Rights

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement. Moreover, the City may utilize any other procedure for resolving disputes provided in this Agreement for situations where a suspension or termination is not involved.

Section 21. Dispute Resolution

Except as may otherwise be set forth expressly herein, including those disputes subject to Section 20, all disputes arising under this Agreement shall be resolved as set forth in this section.

Section 21.1 Negotiation and Mediation

Contractor and the City (the "Parties" or "Party") shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Parties written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at Rolling Hills City Hall, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute.

If the matter has not been resolved within thirty (30) days of the first meeting, any Party may initiate a non-binding mediation of the dispute. The mediation shall be held at Rolling Hills, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted according to and by a mediator chosen pursuant to the rules of the American Arbitration Association. The mediation shall conclude within sixty (60) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee. Each Party shall bear its own legal fees and expenses.

Section 21.2 Confidentiality

All settlement negotiations and any mediation conducted pursuant to this section shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code, or any similar provision in the Code of Federal Procedure, shall apply, which Section is incorporated in this Agreement by reference.

Section 21.3 Injunctive Relief

Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

Section 21.4 Continuing Obligation

Contractor shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless a suspension has been imposed pursuant to Chapter 8.08 of the Rolling Hills Municipal Code.

Section 21.5 Failure of Mediation

If after good faith efforts to mediate a dispute under the terms of this Agreement the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity before a court of competent jurisdiction and with venue in Los Angeles County.

Section 22. Parties' Additional Remedies

Subject to the Dispute Resolution provisions of Section 21, in addition to the remedies set forth above, the Parties shall have the following rights:

Section 22.1 Right to Contract With Others

The City shall have the right to license others to perform the services otherwise to be performed by Contractor, in the event Contractor is in material breach of its duties to provide those services in accordance with Section 17 as applicable.

Section 22.2 Right to Damages and Injunctive Relief

- a) The City shall have the right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Contractor, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and to enjoin the breach thereof.
- b) It is acknowledged by the parties that the City would not have entered into this Agreement if it were liable in damages under or with respect to this Agreement or the application thereof. In addition, the parties agree that monetary damages are not an adequate remedy for Contractor if the City should be determined to be in default under this Agreement. The parties further agree that specific performance or other equitable relief shall be Contractor's only remedy under this Agreement and Contractor may not seek monetary damages in the event of a default by the City under this Agreement. Contractor covenants not to sue for or obtain monetary damages for the breach by the City of any provision of this Agreement.

Section 22.3 City's Damages for Failure to Achieve Diversion Goals

Contractor and City agree that in the event Contractor fails to achieve the Diversion goals for the City as required by Section 12.1, and CalRecycle were to impose administrative civil penalties against City, subject to the provisions of Public Resources Code section 40059.1 the City's damages for Contractor's material breach in its failure to achieve the Diversion goals for the City as required by Section 12.1, shall include, but not be limited to, such administrative civil penalties, attorneys' costs and fees and City's staff time devoted to the resolution of the administrative civil penalties against City and to the City's expenses in procuring a replacement Solid Waste enterprise.

Section 23. Quality of Performance

Section 23.1 Intent

Contractor acknowledges and agrees that one of City's primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.

Section 23.2 Service Supervisor

Contractor has designated a supervisor to be in charge of the Collection Service within the City. At least thirty (30) calendar days prior to replacing the designated supervisor Contractor shall notify City in writing of the name and qualifications of the new service supervisor. Contractor shall ensure that such replacement is an individual with like qualifications and experience. The supervisor shall be available to the City Manager through the use of a mobile telephone at all times that Contractor is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, Contractor shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor. The service supervisor shall provide the City with an emergency phone number where the supervisor can be reached outside of normal business hours.

Section 23.3 Liquidated Damages

The parties further acknowledge that consistent and reliable Collection Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding this Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City, and City's residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to City's right to treat such non-performance as an event of default under other applicable Sections of this Agreement, the parties agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to City, Customers and the community as a whole that reasonably could be anticipated, and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that this Agreement was made.

City Initial Here _____ Contractor Initial Here _____

Contractor agrees to pay (as liquidated damages and not as penalty) the amounts shown in the following table:

	LIQUIDATED DAMAGES	
Item		Amount
a.	For each failure to resolve each missed Collection within the time set forth in Section 8.3.	\$100.00 per incident per Customer.
b.	For each failure to clean up spillage or Litter caused by Contractor within the time set forth in Section 5.4.e.	\$100 per incident per location.
c.	For each occurrence of discourteous behavior in violation of Section 5.1	\$100.00 per incident per Customer.
d.	For each occurrence of leaked vehicle fluids on Customer property.	\$100.00 per incident per Customer.
e.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$100.00 per incident per day.
f.	Failure to maintain or timely submit to City records or reports required under the provisions of this Agreement.	\$100.00 per incident per day.
g.	Failure to repair damage to Customer property caused by Contractor.	\$1,500.00 per incident per Customer, and the actual cost of repair to City's satisfaction—no cost to City.
h.	Failure to repair damage to City or RHCA property or streets caused by Contractor.	\$1,500.00 per incident and the actual cost of repair to City's satisfaction—no cost to City.
i.	For each occurrence of collecting solid waste during unauthorized hours in violation of Section 5.6.	\$100 per incident
j.	For each calendar year in which Contractor fails to provide support to the City within 30 days of calendar year-end, documenting that it diverted at least 30% of the solid waste collected by Contractor under this Agreement.	\$25 for each ton below tonnage level necessary to meet minimum diversion requirement as set forth in Section 12.1, or termination as set forth in Section 12.2.
k.	<u>General Contract Adherence:</u> For each day that Contractor fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met.	\$100 per day.

Section 23.4 Procedure for Review of Liquidated Damages

The City Manager may assess liquidated damages pursuant to Section 23.3 on a monthly basis. At the end of each month during the Term of this Agreement, the City Manager shall issue a written notice to Contractor ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.

Request for Meeting - The assessment shall become final unless, within ten (10) calendar days of the date of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made. The City Manager shall schedule a meeting with Contractor as soon as reasonably possible after timely receipt of Contractor's request.

City Manager Review - The City Manager shall review Contractor's evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to Contractor.

Failure to Request Meeting - In the event Contractor does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City Manager's determination shall be final and Contractor shall submit payment to City no later than that tenth (10th) day. Or at the sole option of City, if monies are owed to Contractor, City may deduct the liquidated damages from amounts otherwise due to Contractor.

Section 23.5 City's Rights

City's assessment or collection of liquidated damages shall not prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for Contractor's failure to perform the work and services in the manner set forth in this Agreement.

Section 24. Performance Review**Section 24.1 City Requested Audits**

City may conduct an audit of Contractor at any time. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to:

- a) Extraordinary rate adjustment requests;
- b) Compliance with terms of this Agreement;
- c) Tonnage;
- d) Complaint log;
- e) Compliance with SB 1383 (if applicable); and,
- f) Verification of Diversion rate.

Prior to the program evaluation review, City and Contractor shall meet and discuss the purpose of the review and agree on the method, scope, and date to be provided by Contractor.

The first audit, to be performed during 2024, will be based on the Contractor's reports and records for the period of July 1, 2020 through June 30, 2023. Audits will be performed every third year thereafter (the triennial audit). Contractor shall reimburse to the City the cost of such audit up to \$10,000 for the first audit. The \$10,000 amount in subsequent years shall be increased annually by the change in CPI as defined in Section 1.19.

Should the Agreement be extended beyond the extension terms as described in Section 3.2, the audits shall continue every third year, under the same terms and conditions as described above.

Section 24.2 Cooperation with Other Program Reviews

If the City wants to collect program data, perform field work, conduct route audits to investigate Customer participation levels and setout volumes and/or evaluate and monitor program results related to Solid Waste, Recyclable Materials (if available) and Green Waste Collected in the City by Contractor, Contractor shall cooperate with the City or its agent(s). Contractor shall also cooperate with any waste generation studies conducted by the City or its agent(s).

Section 25. Modifications to the Agreement**Section 25.1 Agreement Modifications and Changes in Law or Regulations**

The City and Contractor understand and agree that the California Legislature and voters have the authority to make comprehensive changes in Solid Waste, Recyclable Materials, or Green Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions, or obligations under this Agreement. Contractor agrees that the terms and provisions of the Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of Contractor located within the City. The City and Contractor understand and agree that California environmental regulatory agencies such as CalRecycle, the State Water Resources Control Board, and the Department of Toxic Substances may modify regulatory requirements that may necessitate changes in some of the terms, conditions or obligations under this Agreement. In the event any future change in law, regulations, modifications to the City Municipal Code, or directed changes by the City, materially alters the obligations of Contractor, then the affected compensation as established under this Agreement may be adjusted as provided for in this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the City and Contractor shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in this Agreement under this Section. The City and Contractor shall not unreasonably withhold agreement to such compensation adjustment. Any such adjustment shall be subject to Section 11.10.

Section 25.2 City-Directed Changes

City may direct Contractor to perform additional services (including new Diversion programs and additional public education activities), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum Diversion requirement set forth in this Agreement, direction of Solid Waste to a Disposal Facility other than that originally selected by the City, direction of Recyclable Materials, or Green Waste to a processing facility other than that selected by Contractor, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which City may direct. Contractor shall be entitled to an adjustment in its compensation, subject to Section 11.10, for providing such additional or modified services but not for the preparation of its proposal to perform such services.

Section 25.3 Service Proposal

Within thirty (30) calendar days of receipt of a request for a service change from the City, Contractor shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

- a) Collection methodology to be employed (manual, automated, semi-automated, and manpower).

- b) Equipment to be utilized (vehicle number, types, capacity).
- c) Labor requirements (number of employees by classification).
- d) Type of carts to be utilized (if applicable).
- e) Provision for program publicity, education, and marketing.
- f) Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

Section 25.4 Other Contractors

Contractor acknowledges and agrees that City may permit other contractors or companies besides Contractor to provide additional Collection Services that Contractor cannot or will not provide in ninety (90) calendar days from the date when City first requests a proposal from Contractor to perform such services.

Section 25.5 Monitoring and Evaluation

If the City requests, Contractor shall meet with the City to describe the progress of each new program and other service issues. If applicable, Contractor shall document the results of the new programs on a monthly basis, including at a minimum the tonnage Diverted by material type, the end use or processor of the Diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by Contractor and/or City necessary to evaluate the performance of each program.

Section 25.6 Meet and Confer

At each meeting, the City and Contractor shall have the opportunity to discuss revisions to the program. The City shall have the right to terminate a program if, in its sole discretion, Contractor is not cost effectively achieving the program's goals and objectives. Prior to such termination, the City shall meet and confer with Contractor for a period of up to ninety (90) calendar days to resolve the City's concerns. Thereafter, the City may utilize a third party to perform these services if the City reasonably believes the third party can improve on Contractor's performance and/or cost. Notwithstanding these changes, Contractor shall continue the program during the ninety (90) day period and, thereafter, until the third party takes over the program.

Section 25.7 Dispute Resolution

All disputes relating to service or compensation changes as specified in Section of this Agreement shall be resolved by the procedures in Section 21.

Section 26. Franchise Transfer; City Consent; Fees**Section 26.1 City's Consent Required**

Contractor may not convey, assign, sublet, license, hypothecate, encumber or otherwise transfer or dispose of (collectively "Transfer"), this Agreement, the franchise granted under it or any rights or duties under it, in whole or in part, and whether voluntarily or involuntarily, without the City's prior written consent as expressed by written resolution of the City Council. Any dissolution, merger, consolidation, or other reorganization of Contractor, any sale or other transfer or change in ownership or control of any of the capital stock or other capital or equity interests in Contractor or any sale or transfer of fifty percent (50%) or more of the value of the assets of either or both of them shall be deemed a Transfer of this Agreement, the franchise granted under it or any rights or duties under it. Any Transfer or attempted Transfer of this Agreement, the franchise granted under it or any rights or duties under it made without the City's consent will be a material breach of this Agreement and, at the City's option, will be null and void.

Section 26.2 Transferee's Operational and Financial Ability

The City has no obligation to give its consent to a transfer of the franchise granted by this Agreement. If the City gives its consent, it may impose conditions, including, without limitation, requiring acceptance of amendments to this Agreement. Without obligating the City to give its consent, the proposed transferee of Transfer must demonstrate to the City's satisfaction that it has the operational and financial ability to perform the terms of this Agreement.

Section 26.3 Application for Transfer

Any application for a franchise transfer shall be made in a manner prescribed by the City's Coordinator. The application shall include a Franchise Transfer Application Fee in the amount of fifty-thousand dollars (\$50,000.00), or such other amount set by City by Resolution of the Council. The Franchise Transfer Application Fee is intended to offset the City's anticipated costs of all reasonable and customary direct and indirect administrative expenses including consultants and attorneys, necessary to analyze the application. Contractor shall reimburse the City for all additional reasonable consultants', attorneys' and staff costs directly related to the City's consideration of the application for transfer not offset by the Franchise Transfer Application Fee, whether or not the City approves the application for transfer of the franchise, City's request for reimbursement under this Section shall be supported with evidence of the expense or cost incurred. Contractor shall reimburse City within thirty (30) days of receipt of City's request for reimbursement.

Section 26.4 Consent is Limited

No consent under this Section to a Transfer of this Agreement, the franchise granted under it, or any rights and duties under it, is to be construed as a consent to any other or further Transfer of this Agreement, the franchise granted under it, or any rights and duties under it.

Section 27. General Provisions**Section 27.1 Force Majeure and Labor Unrest**

- a) Force Majeure. Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or Disposal services of Contractor are temporarily or permanently interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Rolling Hills; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence.
- b) Labor Unrest.
 - i. It is the intent of this Agreement that Contractor shall consistently provide the highest level of services to the residents of Rolling Hills. Therefore, Contractor may not institute a lockout of any or all of its employees unless Contractor has previously provided a contingency plan of continuing the highest level of services during the entire possible period of such a lockout with ample fully trained substitutes for all such locked out employees, and City has approved such contingency plan in writing prior to such lockout being instituted by Contractor. Approval of the plan shall be at the sole discretion of the City. The contingency plan must be in conformance with Sections 27.1.b.ii.a and 27.1.b.ii.b below. In addition, Contractor shall fully defend, indemnify and hold harmless City against anything whatsoever related to any such lockout as provided in this Section 27.1.b, including but not limited to any claims, proceedings, or suits against City relating to any such lockout. Compliance with this Section shall in no way prevent the imposition of liquidated damages pursuant to Sections 23.3 and 23.4 hereof if Contractor fails to meet the standards or violates any provision as set forth in Section 23.3 hereof.
 - ii. All other forms of labor unrest, including strike, work stoppage or slowdown or sick-out conducted by Contractor's employees or directed at Contractor are excused from performance only to the extent that the following requirements are met:
 - a) Contractor provides a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided. Plan is subject to City Manager's approval and is at his/her sole discretion. Contractor shall amend plan to meet City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction;
 - b) Contractor shall meet all requirements of this plan; if Contractor does not meet all requirements, City may choose to revoke this excuse from performance offered under this Agreement and

may choose to use enforcement provisions under this Agreement.

- iii. In the event a labor disturbance or unrest interrupts Collection and transportation of Solid Waste, and/or Disposal of Solid Waste by Contractor as required under this Agreement, City may also elect to exercise its rights under Section 25 of this Agreement.
- c) The parties claiming excuse from performance under 27.1(a) or (b) shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.
- d) The interruption or discontinuance of Contractor's services excused under this Section 27.1 shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, and may contract with another party for Solid Waste Collection Services. In the event a labor disturbance interrupts Collection and transportation of Solid Waste, and/or Disposal of Solid Waste by Contractor as required under this Agreement, City may also elect to exercise its rights under Section 25 of this Agreement.

Section 27.2 Independent Status

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the Disposal of hazardous substances. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or any other benefits which accrue to City employees.

Section 27.3 Pavement Damage

Normal wear and tear on City streets resulting from general vehicular traffic is excepted. Contractor shall be responsible for damage to City's driving surfaces, whether or not paved, resulting from the negligent operation of Contractor's vehicles providing Solid Waste Management Services within the City. Contractor understands that the exercise of this franchise may involve operation of its Collection vehicles over private roads, and streets owned by the RHCA. Disputes between Contractor and its Customers as to damage to private pavement are civil matters and complaints of damage will be referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Section 15.1 above.

Section 27.4 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees of Contractor to public or private property shall be repaired or replaced by Contractor at Contractor's sole expense. Except as provided in Sections 15 and 27.3, above, this

Agreement does not purport to affect, in any way, Contractor's civil liability to any third parties.

Section 27.5 Law to Govern; Venue; Jury Trial Waiver

The laws of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court exclusive venue shall lie in the Central District of California. Contractor waives its right to jury trial.

Section 27.6 Compliance with Laws

In the performance of this Agreement, Contractor shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the City Municipal Code.

City shall provide written notice to Contractor of any planned amendment of the City Municipal Code that would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the City Council's consideration and approval of such an amendment.

Section 27.7 Fees and Gratuities

Contractor shall not, nor shall it permit any officer, agent or employee to, request, solicit, demand or accept, either directly or indirectly, any gratuity for the Collection of Solid Waste required to be Collected under this Agreement.

Section 27.8 Amendments

All amendments to this Agreement shall in writing duly executed by the parties. On behalf of the City, the City Council shall be the approving authority for any amendments to this Agreement. Purported oral amendments shall be void and of no force or effect.

Section 27.9 Corporate Status

Contractor is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the State of California (State). It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

Section 27.10 Corporate Authorization

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have the authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

Section 27.11 Agreement Will Not Cause Breach

To the best of Contractor's knowledge after responsible investigation, the execution or delivery of this Agreement or the performance by Contractor of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or governmental regulation applicable to Contractor; or (ii) any term or condition of any judgment, order, decree, of any court, administrative agency or other governmental authority, or any Agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

Section 27.12 No Litigation

To the best of Contractor's knowledge after responsible investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate would:

- a) Materially adversely affect the performance by Contractor of its obligations hereunder;
- b) Adversely affect the validity or enforceability of this Agreement; or
- c) Have a material adverse effect on the financial conditions of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

Section 27.13 No Adverse Judicial Decisions

To the best of Contractor's knowledge after responsible investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

Section 27.14 No Legal Prohibition

To the best of Contractor's knowledge after reasonable investigation, there is no Applicable Law in effect on the date Contractor signed this Agreement that would prohibit Contractor's performance of its obligations under this Agreement and the transactions contemplated hereby.

Section 27.15 Contractor's Investigation

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Contractor has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.

Section 27.16 Ability to Perform

Contractor possesses the business, professional, and technical expertise to Collect, Transport, and Process the Solid Waste, Recyclable Materials, Green Waste, and Bulky Items generated in the City. Contractor possesses the ability to secure equipment, facility(ies), and employee resources required to perform its obligations under this Agreement.

Section 27.17 Recognizing Labor Rights

Contractor recognizes, and agrees to continue to recognize, the right of its employees to peacefully organize and to file a valid petition seeking a lawful election conducted by the National Labor Relations Board. Such secret ballot election would determine if a majority of the subject employees want a labor organization to be their exclusive representative in collective bargaining with Contractor. Contractor agrees to engage in good faith negotiations with any current and duly elected labor organization of the subject employees, and to meet at reasonable times to discuss wages, hours and other terms and conditions of employment. Contractor also represents that during negotiations with such duly elected labor organization, if necessary, it would support the use of a federal mediator and a reasonable cooling off period, if requested in writing by either party.

Section 27.18 Nondiscrimination

In the performance of all work and services under this Agreement, Contractor shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status, age, disability or sexual orientation. Contractor shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

Section 27.19 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by facsimile, email or United States certified mail, postage prepaid, return receipt requested. Except as provided in this Agreement, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

To City: City Manager, CITY OF ROLLING HILLS
 2 Portuguese Bend Road
 Rolling Hills, CA 90274
 Tel. 310.377.1521
 Fax: 310.377.7288
 Email: Citymanager@cityofrh.net

And to: City Attorney, CITY OF ROLLING HILLS
 BBK
 1230 Rosecrans Avenue, Suite 110
 Manhattan Beach, CA 90266
 Tel: 310.643.8448 Fax: 310.643.8441
 Email: MJenkins@localgovlaw.com

Consolidated Disposal Services, LLC.
 Attn: Mr. Ray Grothaus, General Manager
 14905 S. San Pedro Street
 Gardena, CA 90248
 Tel: 310.436.7313 Email: RGrothaus@Republicservices.com

Tim M. Benter, VP Counsel
 Republic Services, Inc.
 18500 North Allied Way
 Phoenix, AZ 85054
 Fax: 480.718.4274 Email: tbenter@Republicservices.com

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served if mailed three (3) business days from the date such notice is deposited in the United States mail.

Section 27.20 Receipt of Notices

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile or email transmission is acceptable notice, effective when received, however, facsimile or email transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. Receipt is deemed to have taken place within three (3) working days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment or email must also be mailed as required herein.

Section 27.21 Notice by Phone; Follow up via E-mail

Notice by City to Contractor of a Collection or other Customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent via e-mail as required above by the end of the Work Day.

Section 27.22 Permits and Licenses

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the Term of this Agreement. Contractor shall provide proof of such permits, licenses, or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses, and approvals upon the request of the City Manager.

Section 27.23 Ownership of Written Materials

All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by City or Contractor in connection with the services to be performed under this Agreement, whether developed directly or indirectly by City or Contractor shall be and shall remain the property of City without limitation or restrictions on the use of such materials by City. Contractor shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Manager. This Section 27.23 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

Section 27.24 Joint Drafting

This Agreement was drafted jointly by the parties to this Agreement.

Section 28. Financial Interest

Contractor warrants and represents that no elected official, officer, agent, employee or contractor of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it.

Section 29. Transition to Next Contractor

In the event that the City decides to use a competitive process to procure a new franchise agreement, or in the event Contractor is not awarded a new contract to continue to provide Collection Services following the expiration or early termination of this Agreement, Contractor shall cooperate fully with City and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Customers; providing a complete inventory of all carts and bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of carts and bins, as appropriate, to City; including transporting such containers to a location designated by the City Manager; coordinating Collection of materials set out in new containers if new containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

Section 30. Entire Agreement

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Section 31. Severability

If any provision of this Agreement or the application of it to any Person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to Persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law, as long as doing so does not frustrate the purpose of the Agreement.

Section 32. Waiver

The failure of the City at any time to require performance by Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Section 33. All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, contracts and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, Agreements, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, Agreements or contracts, whether oral or written.

Section 34. Headings

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

Section 35. Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

Section 36. Effective Date

This Agreement shall become effective at such time as it is properly executed by the City and Contractor and Contractor shall begin Collection Services, as covered herein, as of July 1, 2020. Contractor understands and acknowledges that the award of this Agreement and related decisions may be subject to review and repeal by the City's residents through a referendum or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition and legal and environmental challenges being referred to collectively as "Legal Challenge and Referendum"). In the event that a Legal Challenge and Referendum is filed or submitted, this Agreement shall not become effective until the City reasonably determines that such challenge or referendum has been resolved in favor of the City's award of this Agreement to Contractor. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its Mayor, Council, officers, representatives, agents, employees and volunteers, harmless against any and all liability, claims, losses, damages, or expenses including reasonable attorney's fees, arising from any Legal Challenge and Referendum. In the event of any election regarding a Legal Challenge and Referendum, City shall meet and confer with Contractor to determine if the City will hold an election on the Referendum. Contractor shall have the option of asking the City not to contest the Referendum. If City decides to conduct an election, Contractor shall reimburse City for its reasonable costs of doing so.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on the day and year first written above.

City of Rolling Hills

Date _____

ATTEST:



[Redacted]

Date

[Redacted] _____

APPROVED AS TO FORM:

[Redacted]

[Redacted]

[Redacted]

Date

[REDACTED] _____

Consolidated Disposal Services, LLC

[REDACTED]

[REDACTED]

[REDACTED] Name/Title

[REDACTED] Date

EXHIBIT A
INITIAL RATES

Service Fees	
Bill on Property Tax Bill	Initial Rates
Annual Base Service Fee (per year)	\$1,293.64
Billed Directly to Customer	
On-Call Bulky Item Collection in Excess of One Item per Year (per item)	\$32.33
On-Call Brush Collection in Excess of One Load per Year (per load)	\$484.87
Sharps Safe-Disposal Container (per container cost)	\$37.95
Emergency Services	
Hourly Rate: One Crew, One Truck	\$93.26
Disposal Tipping Fee at Sunshine Canyon Landfill (per ton)*	\$36.75
Rolloff Box Service Fee (includes cost of disposal up to 5 tons) (per load). Any disposal over 5 tons will be billed \$36.75 per ton	\$650.00

* Per ton rate is for disposal at the Sunshine Canyon Landfill and does not include transfer station rates.

EXHIBIT B
MOTHER TRUCK APPROVED STAGING LOCATIONS



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.B
Mtg. Date: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: DISCUSS CURRENT CITY SUBSIDY FOR SOLID WASTE SERVICES RATE INCREASES AND CONSIDER DISCONTINUING THE SUBSIDY BEGINNING JULY 1, 2020.

DATE: April 13, 2020

BACKGROUND:

In most cases, customers engage the service provider directly. Example of this relationship includes electricity. Residents would purchase electricity from the service provider Southern California Edison (SCE). SCE generates invoices based on usage and rates set by the provider. Residents pay for the service directly to the service provider. In most other cities this relationship exist for solid waste services where residents pay the waste collection service provider directly. In Rolling Hills, the City operates as the middle-man collecting the service fees from residents via the property tax roll and remitting payments to the service provider Republic Services (Republic).

Based on the terms of the current franchise agreement with Republic, the service rate was \$1,100 per year per parcel for Fiscal year 2015-2016. This rate is the resident's current rate and it includes unlimited disposal of solid waste, two time per week pick-up and valet services to pull carts, bins from private property during collection. The City currently pays Republic \$1,204.51 per year per parcel. In the current fiscal year (2019-2020), the City is subsidizing \$104.51 (\$1,204.51 - \$1,100) per year per parcel for solid waste collection services.

Based on the current franchise contract with Republic, service rates are adjusted annually on July 1. Adjustments are based on the Consumer Price Index (CPI) for the Los Angeles-Orange County area and capped at 5% increase per year. Staff reviewed audited financial data for the past six years (fiscal year 2014-2015 through 2019-2020). The City subsidized approximately \$6,000 of service fee in Fiscal Year 2017-2018, approximately \$25,000 of service fee is Fiscal Year 2018-2019 and approximately \$61,700 of service fee in Fiscal Year 2019-2020 for an approximate total of \$92,700. The expected service rate based on recent negotiations with Republic for Fiscal Year 2020-2021 is

\$1,292. If the service rate for residents is kept at \$1,100, the subsidy for next fiscal year would be approximately \$192 per year per parcel. Using 685 parcels to characterize the City, the City would subsidize \$131,520 (\$192 x 685) of service fees for Fiscal Year 2020-2021. Past City subsidies were funded with General Fund.

DISCUSSION:

The City's primary revenue source is property tax. The projected revenue for the City for Fiscal Year 2019-2020 is \$2.1 million. The approximate subsidy for the same fiscal year is approximately \$61,700 or 3% of the general fund revenue. Aggressively projecting that the revenue of \$2.1 million to remain unchanged for Fiscal Year 2020-2021, the approximated and projected subsidy for the same fiscal year is \$131,520 or 6.2% of the general fund. The percentage of general fund used for this subsidy will continue to rise as the service rates are adjusted by CPI annually making this subsidy not sustainable. The City would have to cut other city programs and or personnel in future years in order to fund the subsidy over time.

Solid waste service is a service that directly benefits individual residents similar to the way building permits benefit individual applicants. City contribution to utility undergrounding project however could demonstrate benefits to the public at large and would not be considered as a gift of public funds. If the subsidy for solid waste service fees continue, it would be imperative to seek legal counsel's opinion on the matter.

For the reasons aforementioned, staff recommends that the City Council discontinue subsidizing the solid waste service rate increases for the residents commencing on July 1, 2020 and charge the residents the service rate per the franchise agreement with the service provider.

FISCAL IMPACT

The recommended action will result in a \$131,520 savings to the City's General Fund. If the City Council decides to continue the subsidy, the City will need to allocate approximately \$131,520 to fund the subsidy for Fiscal Year 2020-2021. This allocation is projected to go up annually between 3-5%.

RECOMMENDATION:

Staff recommends that the City Council review historical rate increases to the solid waste service rates and the City's subsidy of the rate increases; and discontinue the subsidy commencing on July 1, 2020.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES TO SERVE AS THE FINANCIAL ADVISOR FOR EASTFIELD UNDERGROUND UTILITY ASSESSMENT DISTRICT.

DATE: April 13, 2020

BACKGROUND:

On March 9, 2020, the City Council approved a Petition for the formation of the Eastfield Utility Underground Assessment District No. 2020-1. Participating residents within the proposed District submitted a Petition to the City of Rolling Hills signed by 11 of the 19 affected property owners. NV5 Engineering, Inc. reviewed and issued Certificate of Sufficiency of Petition that owners representing 60% of the assessable property within the proposed District had signed the petition in support of undergrounding overhead utilities. The Petition to the City requesting District 2020-1 be formed, pending approval of a district wide vote, to finance the undergrounding of overhead utilities within the District.

As the project moves closer to coming to fruition, additional subject matter experts are needed to complete the formation and financing of the proposed District. The City solicited the services of Urban Futures, Inc. to assist in developing financial options, transaction schedule, and other related tasks necessary to establish funding for the proposed utility undergrounding project. The financial options will include the sale of bonds, private financing or a combination of both.

DISCUSSION:

Urban Futures' proposal for the Eastfield Undergrounding project is included in this report, Attachment 1. The scope of work proposed by Urban Futures includes the following for a total fee of \$12,500:

- Assist in developing the plan of finance and related transaction timetable;
- Identify and analyze financing solutions and alternatives for funding the capital improvement plan;
- Advise on the method of sale, taking into account market conditions and near-term activity in the municipal market;
- Solicit financing proposals from underwriting firms;
- Coordinate internal/external accountants, feasibility consultants and escrow agents, as appropriate;
- Assist with the selection of the financing team including underwriters, trustee, bond and disclosure counsel;
- Assist with negotiated sales, including advice regarding retail order periods and institutional marketing, analysis of comparable bonds and secondary market data, and verify cash flow calculations;
- Prepare and/or review preliminary cash flows/ preliminary refunding analysis;
- Analyze whether to use SLGS, open markets and/or agency securities for purposes of investment of bond proceeds;
- Assist in procuring printers, verification agents, etc.;
- Plan and coordinate bond closings; and
- Evaluate market conditions and pricing performance of senior manager and co-managers' distribution of bonds.

FISCAL IMPACT

The service fee will be paid for by the participants in the proposed Assessment District. There would be no fiscal impact to the City. Staff's time to manage the proposed utility underground project is a part of the City's operational cost for Fiscal Year 2019-20.

RECOMMENDATION:

STAFF RECOMMENDS THAT THE CITY COUNCIL APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, is made and entered in the City of Rolling Hills, California on _____ by and between the CITY OF ROLLING HILLS, a municipal corporation, hereinafter referred to as "CITY," and URBAN FUTURES, INC., a corporation, hereinafter referred to as "CONSULTANT."

RECITALS

A. CITY desires to engage CONSULTANT to provide financial advisory services as it relates to the issuance of bonds for the Eastfield Utility Underground Assessment District; and

B. CONSULTANT is well qualified by reason of education, training, and experience to perform such services; and

C. CONSULTANT is willing to render such professional services as hereinafter defined.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this Agreement:

1. SCOPE OF WORKS

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A and incorporated herein by reference except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern.

2. CITY RESPONSIBILITIES

CITY shall provide information and documents as may be reasonably necessary to assist with the performance of the obligations under this Agreement by CONSULTANT.

3. COST

CITY agrees to pay CONSULTANT for the services required by this Agreement an amount not to exceed twelve thousand and five hundred dollars (\$12,500), inclusive of all expenses and travel. Compensation for the work performed under this Agreement is contingent upon the successful sale of bonds. Any increase in the Agreement amount or scope shall be approved by express written amendment to this Agreement executed by CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling Hills, CA 90274 upon the successful sale of bonds. CITY shall remit payment within thirty (30) days of receiving this invoice.

5. SUBCONTRACTING

CONSULTANT shall not be permitted to subcontract any portion of this Agreement without the express written consent of CITY.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this Agreement upon execution of this Agreement.

7. RECORDS

CONSULTANT must maintain the documents and communications arising from performance of its obligations under this Agreement at CONSULTANT's California office during this Agreement period and thereafter for five years from the date of final payment.

8. OWNERSHIP OF RECORDS

All data, documents, and other material prepared under this Agreement shall become the property of CITY.

9. TERM OF AGREEMENT

This Agreement shall be valid for one (1) year upon the execution of this Agreement. Extension of the term of this Agreement shall be made in writing and agreed upon by CITY and CONSULTANT through written amendment to this Agreement.

10. TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination or, in the event no date is specified, upon the thirtieth (30th) day following delivery of notice. The termination without cause of this Agreement shall not terminate the parties' rights and obligations with respect to work and work product provided during the term or any extension thereof. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

11. ASSIGNABILITY

CONSULTANT shall not assign or transfer interest in this Agreement without the prior written consent of CITY.

12. AMENDMENT

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement, or any subcontract requiring the approval of CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

13. NON-SOLICITATION CLAUSE

CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, by any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

14. INDEMNITY

CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined in a final and non-appealable judgment or by agreement of the parties to be proportionate to its liability. Should CITY in its sole discretion find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorneys' fees, experts fees, and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

15. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 14 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives, and employees in connection with the

performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of \$300,000 for property damage, \$300,000 for injury to one person/single occurrence, and \$300,000 for injury to more than one person/single occurrence. If CONSULTANT or CONSULTANT's employees will use personal automobiles in any way on this project, CONSULTANT shall obtain evidence of personal automobile liability coverage for each such person and promptly provide it to CITY before such person performs work under this Agreement. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall also obtain evidence of personal automobile liability coverage for each such person and promptly provide it to CITY before such person performs work under this Agreement.

ii. General Liability insuring CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than \$1,000,000. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall insure CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from such subcontractor's actions.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall also require every subcontractor to similarly maintain Worker's Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.

This provision shall not apply if CONSULTANT has no employees performing work under this Agreement. If CONSULTANT has no employees for the purposes of this Agreement, CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

iv. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall

not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis or a combined single limit per occurrence basis.

B. Deductibility Limits for policies referred to in subparagraphs A (i) - (iii) shall not exceed \$5,000 per occurrence.

C. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-: VII. Each general liability and automobile liability insurance policy shall be endorsed with the language of Sections (i) - (vi) below. CONSULTANT also agrees to require all subcontractors to do likewise.

i. Additional Insured Clause. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT."

ii. Primary Insurance Clause. This policy shall be considered primary insurance as respect to CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute to this policy.

iii. Separation of Insured Clause. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Failure to Report to Insurer. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers

v. Waiver of Right to Subrogation Clause. CONSULTANT, and its insurer through endorsement, waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to have all subcontractors, and subcontractors' insurers through endorsement, to do likewise.

vi. Notice of Change in Insurance. The insurance provided by this policy shall not be suspended, voided, or reduced in coverage or limits except after thirty (30) days' written notice has been submitted to CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

D. Notice to CITY. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. CONSULTANT also agrees to provide immediate written notice to

CITY if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. CONSULTANT agrees to have all subcontractors do likewise.

E. Claims-made policies. Should any of the required insurance be provided under a claims-made form, CONSULTANT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Defense costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

G. Acknowledgment of the Minimum Amount of Coverage. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to CITY.

H. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT's behalf upon CONSULTANT's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

I. Certificates of Insurance. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

J. Failure to Procure Insurance. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of this Agreement under which CITY may terminate this Agreement.

16. NOTICE All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.

Attention: City Manager, Elaine Jeng, PE

CONSULTANT:

Urban Futures, Inc.
17821 E. 17th Street, Suite 245
Tustin, California 92780

Attention: Michael Busch, CEO

17. ENFORCEMENT OF AGREEMENT

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

18. CONFLICTS OF INTEREST

No member of the governing body of CITY and no other officer, employee, or agent of CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Agreement; and CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

19. INDEPENDENT CONTRACTOR

CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

20. PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT's services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing such services.

21. CONFIDENTIALITY

CONSULTANT in the course of its duties may have access to confidential data of CITY, private individuals, or employees of CITY. CONSULTANT covenants that all data, documents, discussion, or other information received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All data or documents received from CITY shall be returned upon the termination of this Agreement, excepting that one complete copy of CONSULTANT's project may be maintained in its permanent records in accordance with the provisions of this section. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

22. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retaining CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect to such retention in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California and all applicable federal statutes and regulations as amended.

IN WITNESS WHEREOF, this Agreement is executed on _____, 2020,
and effective as of _____.

CITY OF ROLLING HILLS

ELAINE JENG, CITY MANAGER

URBAN FUTURES, INC.:



MICHAEL BUSCH, CEO

ATTEST:

YOHANA CORONEL, CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY

EXHIBIT A SCOPE OF WORK

Scope of Municipal Advisory Activities to be Performed

Assembling a team that works for the municipality is a key part of the debt issuance process. Among the first to join the team is the municipal advisor. As municipal advisor, UFI will successfully perform the following duties.

- Assist in developing the plan of finance and related transaction timetable;
- Identify and analyze financing solutions and alternatives for funding the capital improvement plan;
- Advise on the method of sale, taking into account market conditions and near-term activity in the municipal market;
- Solicit financing proposals from underwriting firms;
- Coordinate internal/external accountants, feasibility consultants and escrow agents, as appropriate;
- Assist with the selection of the financing team including underwriters, trustee, bond and disclosure counsel;
- Assist with negotiated sales, including advice regarding retail order periods and institutional marketing, analysis of comparable bonds and secondary market data, and verify cash flow calculations;
- Prepare and/or review preliminary cash flows/ preliminary refunding analysis;
- Analyze whether to use SLGS, open markets and/or agency securities for purposes of investment of bond proceeds;
- Assist in procuring printers, verification agents, etc.;
- Plan and coordinate bond closings; and
- Evaluate market conditions and pricing performance of senior manager and co-managers' distribution of bonds.

Independent Registered Municipal Advisor ("IRMA")

If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, Urban Futures, Inc. will review all third-party recommendations submitted to Urban Futures, Inc. in writing by the City.

Fiduciary Duty

Urban Futures, Inc. is registered as a Municipal Advisor with the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). As such, Urban Futures, Inc. has a Fiduciary Duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the City with informed advice;

- c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- d) undertake a reasonable investigation to determine that Urban Futures, Inc. is not forming any recommendation on materially inaccurate or incomplete information; Urban Futures, Inc. must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
 - iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

Urban Futures, Inc. must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of Urban Futures, Inc. Urban Futures, Inc. will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). Urban Futures, Inc. will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the date of the Agreement, there are no actual or potential conflicts of interest that Urban Futures, Inc. is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. Urban Futures, Inc. represents that in connection with the issuance of municipal securities, Urban Futures, Inc. may receive compensation from the City for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Urban Futures, Inc. hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Urban Futures, Inc.'s ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair Urban Futures, Inc.'s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City. If Urban Futures, Inc. becomes aware of any potential conflict of interest that arises after this disclosure, Urban Futures, Inc. will disclose the detailed information in writing to the City in a timely manner.
- The fee paid to Urban Futures, Inc. increases the cost of investment to the City. The increased cost occurs from compensating Urban Futures, Inc. for municipal advisory services provided.

- Urban Futures, Inc. does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the City.
- Urban Futures, Inc. does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Urban Futures, Inc.;
- Urban Futures, Inc. has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business;
- Urban Futures, Inc. has not received any payments from third parties to enlist Urban Futures, Inc. recommendation to the City of its services, any municipal securities transaction or any municipal finance product;
- Urban Futures, Inc. has not engaged in any fee-splitting arrangements involving Urban Futures, Inc. and any provider of investments or services to the City;
- Urban Futures, Inc. does not have any other engagements or relationships that might impair Urban Futures, Inc.'s ability either to render unbiased and competent advice to or on behalf of the City or to fulfill its fiduciary duty to the City, as applicable; and
- Urban Futures, Inc. does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History

Urban Futures, Inc. does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access Urban Futures, Inc.'s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:
www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If Urban Futures, Inc. makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, Urban Futures, Inc. will determine, based on the information obtained through reasonable diligence of Urban Futures, Inc. whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, Urban Futures, Inc. will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Urban Futures, Inc. reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether Urban Futures, Inc. has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by Urban Futures, Inc., Urban Futures, Inc. is not required on that basis to disengage from the City.

EXHIBIT B

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation
with No Employees

Please let this memorandum notify the City of Rolling Hills that I am a

- ☐ sole proprietor
- ☐ partnership
- ☐ nonprofit organization
- ☐ closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

CONSULTANT Signature _____

Printed Name of CONSULTANT _____

Date



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE THE REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES TO PREPARE AN UPDATE TO THE CITY'S SAFETY ELEMENT.

DATE: April 13, 2020

BACKGROUND:

California state law requires that each city and county adopt a general plan to guide its physical growth and development for the next 15 to 20 years. The general plan represents a community's vision of its future and is a statement of its values, priorities, needs and concerns. The general plan is required to be prepared in accordance with the requirements of California Government Codes Section 65300 *et seq.* The general plan addresses the seven mandatory elements of the California Government Code, which are land use, circulation, housing, open space, conservation, noise and safety. The City of Rolling Hills last Safety Element update was completed in 1990.

DISCUSSION:

In 2019, the City of Rolling Hills was awarded a Cal OES grant to update the City's Safety Element. The update will consist of a comprehensive update to the existing element, which was adopted in 1990. The update will comply with the following recently enacted State mandates:

- SB1241 - Fire Hazard Safety
- SB379 - Natural Hazard Adaptation and Resiliency
- AB2140 - Integration of Local Hazard Mitigation Plan

The Safety Element update will include:

- The update and preparation of relevant maps;
- The incorporation of references to relevant maps in the Safety Element text; and
- Relevant technical updates.

The updated Safety Element will identify hazards and hazard abatement provisions relating to:

- Seismic Hazards
- Fire Hazards
- Landslides

Policies may also address hazard abatement provisions relating to:

- Crime and Police Services
- Electromagnetic Fields (EMF)
- Hazardous Waste
- Land Use Impact Identification

The Safety Element Update will be consistent with the Local Hazard Mitigation Plan MH 60 as required by SB 1241 and 2012. The Safety Element Update will be prepared in compliance with the California General Plan Guidelines. The final Safety Element will be reviewed by Cal-OES and approved by FEMA prior to the City Council's adoption.

The RFP is attached to this report. The deadline to submit proposals will be set to close on Friday, May 8, 2020. Staff anticipates to return to the City Council to select a consultant to prepare the Safety Element at the May 26, 2020 meeting. The update will take approximately one year to complete to meet the Grant deadline requirements by August 2021.

FISCAL IMPACT

There would be no fiscal impact to the City. Staff's time to prepare the RFP is a part of the City's operational cost for Fiscal Year 2019-20.

RECOMMENDATION:

STAFF RECOMMENDS THE CITY COUNCIL APPROVE THE RFP, ADVERTISE THE RFP ON THE CITY'S WEBSITE AND OTHER OUTLETS.

ATTACHMENTS:

Safety Element RFP Final.docx

Attachment 1 Scope of Work.pdf

RFP Professional Services Agreement - SAMPLE.docx

CITY OF ROLLING HILLS



REQUEST FOR PROPOSAL (RFP)

To Provide

SAFETY ELEMENT UPDATE SERVICES

City of Rolling Hills
Planning and Community Services Department
2 Portuguese Bend Road Rolling Hills, California 90274

Submittal Deadline:
3:00 PM, Friday, May 8, 2020

Attention:
Meredith T. Elguira, Director of Planning & Community Services
Melguira@cityofrh.net | 310.377.1521

1. BACKGROUND

As a result of the declaration of a major federal disaster, the State of California is eligible for Hazard Mitigation Grant Program (HMGP) funding. The State has established priorities to accept subapplications from subapplicants statewide, state agencies, tribal governments, local governments and private non-profits. Hazard mitigation activities are aimed at reducing or eliminating future damages. Activities include hazard mitigation plans approvable by the Federal Emergency Management Agency (FEMA). The City of Rolling Hills submitted multiple grants to Cal OES and was awarded funding to update the City's Safety Element. The update will consist of a comprehensive update to the existing element, which was adopted in 1990.

About the City

The City of Rolling Hills is three (3) square miles, with a population of 1,860 (2010 US Census), consisting of lots developed with one-story ranch style residences with agricultural and equestrian accessory structures and uses. Rolling Hills is completely residential. There are no hospitals, commercial uses, corporations, or transportation corridors located within the City limits. One school is located on the other side of Crest Avenue, just outside City gates but within City limits. The City owns several properties within the City but only one property has a structure: City Hall. Any hazard mitigation projects, like this Safety Element Update, must be paid by the City's general fund, if not funded through the State of California, Office of Emergency Services.

The City of Rolling Hills, throughout history, has dealt with various natural hazards that include earthquakes, wildfires, droughts, and land movement. As the population of the City continues to age, the exposure to hazards creates an even higher risk than previously experienced.

Incorporated on January 24, 1957, in Los Angeles County, the City has maintained a rural ranch-like character, with no traffic lights, large spaces between houses, and wide equestrian paths along streets. Prior to incorporation, a portion of the City known as the Flying Triangle was determined to be in a landslide area when in 1948 the County of Los Angeles performed soil and geology studies for potential development below this area. At the time the area was vacant. However, due to lack of restrictions and lack of technology, the County allowed this area to be developed. Since incorporation, the City has adopted the County of Los Angeles Building Codes. The City continued to allow limited construction under the Los Angeles County Codes. In 1973, there was a large fire in the Flying Triangle area which burned vegetation, a number of homes, stables and other structures. All of the homes were rebuilt, with a signed waiver to ensure that the owners were aware that this is a slide area and indemnified the City and County from any liability.

Furthermore, the City of Rolling Hills has been identified as being located in a "Very High Fire Hazard Severity Zone". As a result, the City has amended its building and safety codes to include special requirements such as fire-rated materials for new construction.

2. SCHEDULE

The anticipated project timeline is as follows:

▪ Release of RFP	April 10, 2020
▪ Proposals are Due	May 8, 2020
▪ Proposal Evaluation	May 11 – May 13, 2020
▪ Consultant Interviews	May 18, 2020
▪ Consultant Selection by Staff	May 19, 2020
▪ Contract Approval by City Council	May 26, 2020
▪ Contract Execution	May 28, 2020
▪ Kick-off Meeting	June 1, 2020
▪ Final Draft Plan	January 2021
▪ Submit Draft Safety Element to Cal OES/FEMA	January 2021
▪ Planning Commission Public Hearing	June 2021
▪ City Council Public Hearing	July 2021
▪ Project Close-out	July 2021

3. SCOPE OF WORK

The update will comply with the following recently enacted State mandates:

- SB1241 - Fire Hazard Safety
- SB379 - Natural Hazard Adaptation and Resiliency
- AB2140 - Integration of Local Hazard Mitigation Plan

The Safety Element update will include:

- The update and preparation of relevant maps;
- The incorporation of references to relevant maps in the Safety Element text; and
- Relevant technical updates.

The updated Safety Element will identify hazards and hazard abatement provisions relating to:

- Seismic Hazards
- Fire Hazards
- Landslides

Policies may also address hazard abatement provisions relating to:

- Crime and Police Services
- Electromagnetic Fields (EMF)

- Hazardous Waste
- Land Use Impact Identification

The Safety Element Update will be consistent with the Local Hazard Mitigation Plan MH 60 as required by SB 1241 and 2012. The Safety Element Update will be prepared in compliance with the California General Plan Guidelines. The final Safety Element will be reviewed by Cal-OES and approved by FEMA prior to the City Council's adoption. See Attachment 1 for detailed Scope of Work and Schedule.

- Scope of Work (DR-4344-0521 Safety Element Update), Attachment 1

4. PROPOSAL FORMAT GUIDELINES

Interested consultants are to provide the City of Rolling Hills with a thorough proposal with the following sections included in the bidder's response:

Cover Letter

A brief cover letter should summarize key elements of the proposal. An individual authorized to bind the consulting firm must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 90 days. Indicate the address and telephone number of the consultant's office located nearest to Rolling Hills, California and the office from which the project will be managed.

Background and Project Summary Section

The Background and Project Summary Section should describe the consultant's understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail:
 - The methods, including controls by which the consultant manages projects of the type sought by this RFP;
 - Methodology for soliciting and documenting views of internal and external stakeholders; and
 - Any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts the consultant will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work section.
- 3) The City is approximately 15 months behind schedule. In order to meet the

Grant's deliverables, the proposer will have provide a catch up plan to ensure the Grant's deadline is met in a timely manner.

Provide a project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. Explain methodology to get project back on schedule to meet the required Grantor's deadline. Include a catch up plan in the proposal.

- 4) Expedite requested City task list and roles to avoid further project delays. Detailed description of specific tasks consultant will require from City staff as specified in the Grant. Explain what the respective roles of City staff and consultant's staff would be to complete the tasks specified in the Scope of Work.

Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the consultant chooses to assign different personnel to the project, the consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

Qualifications

The information requested in this section should describe the qualifications of the firm, key staff, and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2) A summary of the firm's demonstrated capability, including length of time that the firm has provided the services being requested in this RFP.
- 3) Provide at least three references that received similar services from the firm. The City of Rolling Hills reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - a. Client name
 - b. Project description
 - c. Project start and end dates
 - d. Client project manager name, telephone number, and e-mail address

Cost Estimate

Provide a budget breakdown. Information provided shall include:

- 1) Submitted in a separate envelope.
- 2) Itemized person-hours, rates and costs for all required work tasks.
- 3) Section on costs for meeting attendance (so that the budget can be later adjusted to accommodate more or less meetings than anticipated in this RFP).

Insurance Requirements

Contractor shall, at his expense, obtain and keep in force during the term of this Agreement, a policy of Comprehensive General Liability Insurance, a policy of Comprehensive Automobile Liability Insurance, and a policy of Workers' Compensation Insurance as set forth more fully below:

- 1) Contractor shall maintain and deliver to the City copies of their Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 covering bodily injury and property damage; insuring Contractor and the City against any liability arising out of the maintenance on the premises and all areas appurtenant thereto. Such insurance shall (a) name City, the Rolling Hills Community Association, and the City of Rolling Hills Estates, their appointed and elected officials, officers, employees, and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross liability provisions.
- 2) Contractor shall maintain and deliver to City Copies of Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- 3) Contractor shall maintain Workers' Compensation Insurance covering their employees for injuries arising out of and in the course of their employment with limits of not less than \$1,000,000 per accident.
- 4) Contractor shall provide copies of said policies' Certificates of Insurance. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. City, at its sole option, may forthwith terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

The purpose of this submittal is to generally assess the adequacy of the proposer's insurance coverage during proposal evaluation. Endorsements are not required until contract award. The City's insurance requirements are in the standard Contract Services Agreement, Attachment 2.

5. PROPOSAL SUBMITTAL

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

- **Number of Proposals**

Submit two USB Flash Drive copies of the proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

- **Submission of Proposals**

Complete proposals must be submitted in sealed envelopes and received no later than **3:00 p.m. (P.S.T.) on Friday, May 8, 2020** to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Attention: Meredith T. Elguira,
Director of Planning and Community Services
2 Portuguese Bend Road, Rolling Hills, CA 90274
RE: Safety Element Update

Questions about this RFP must be e-mailed to: Melguira@CityofRH.net

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Rolling Hills. If any proprietary information is contained in the proposal, it should be clearly identified.

6. PROPOSAL EVALUATION CRITERIA

The City of Rolling Hills will use the following criteria in its evaluation and comparison of proposals submitted:

- 1) Compliance with RFP requirements
- 2) Understanding of the project
- 3) Recent experience in conducting similar scope, complexity, and magnitude for other public agencies
- 4) Educational background, work experience, and directly related consulting experiences
- 5) References

The City may also contact and evaluate the proposer's references, contact any proposer to clarify any response, contact any current users of a proposer's services, solicit information from any available source concerning any aspect of the proposal,

and seek and review any other information deemed pertinent to the evaluation process. The City Council shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

7. DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject all proposals or to request and obtain, from one or more of the respondents submitting proposals, supplementary information as may be necessary for City staff to analyze. The City may require respondents to participate in additional rounds of more refined submittals before the final selection of a vendor is made. The City may negotiate with one or more firms, and may contract with one or more firms as the City deems appropriate.

By submitting a response to this RFP, proposers waive all rights to protest or seek any legal remedies regarding any aspect of this RFP. Although it is the City's intent to choose the most qualified proposal, the City reserves the right to choose any number of qualified proposals and to reject all proposals.

SCOPE OF WORK

DR-4344-0521 Safety Element Update

INTRODUCTION

The City of Rolling Hills is three (3) square miles, with a population of 1,860 (2010 US Census), consisting of lots developed with one-story ranch style residences with agricultural and equestrian accessory structures and uses. Rolling Hills is completely residential. There are no hospitals, commercial uses, corporations, or transportation corridors located within the City limits. One school is located on the other side of Crest Avenue, just outside City limits. The only City-owned structure is City Hall. Any hazard mitigation projects, like this Safety Element Update, must be paid by the residents through the City's general fund, if not funded through the State of California, Office of Emergency Services.

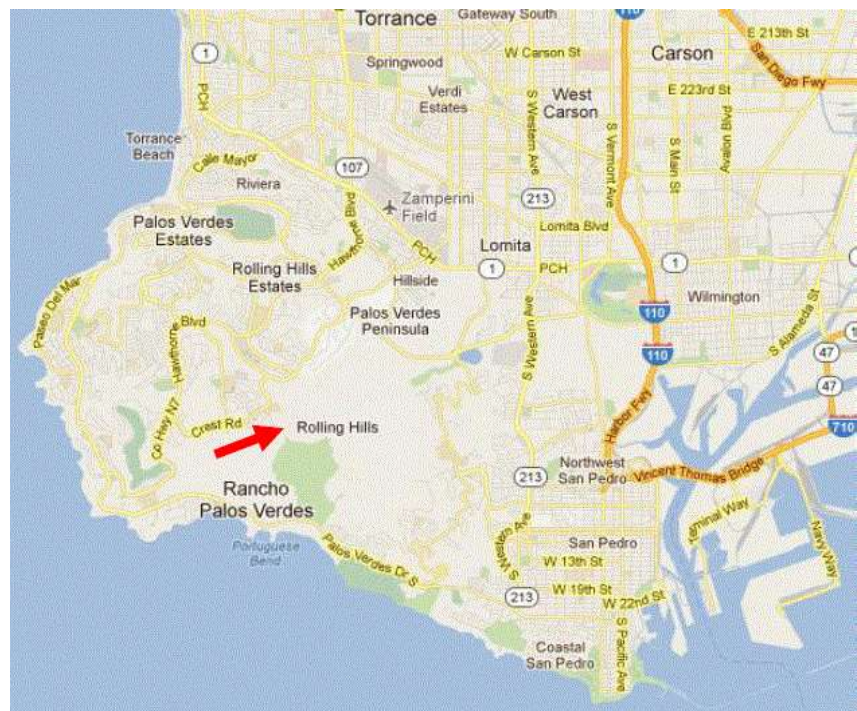
The City of Rolling Hills, throughout history, has dealt with various natural hazards that include earthquakes, wildfires, droughts, and land movement. As the population of the City continues to increase and age, the exposure to hazards creates an even higher risk than previously experienced.

Incorporated on January 24, 1957, in Los Angeles County, the City has maintained a rural ranch-like character, with no traffic lights, large spaces between houses, and wide equestrian paths along streets. Prior to incorporation, a portion of the City known as the Flying Triangle was determined to be in a landslide area when in 1948 the County of Los Angeles performed soil and geology studies for potential development below this area. At the time the area was vacant. However, due to lack of restrictions and building codes, and lack of technology, the County allowed this area to be developed. Since

incorporation, the City has adopted the County of Los Angeles Building Codes. The City continued to allow limited construction under the Los Angeles County Codes. In 1973, there was a large fire in the Flying Triangle area which burned vegetation, a number of homes, stables and other structures. All of the homes were built back, with a signed waiver to ensure that the owners were aware that this is a slide area and indemnifying the City and County from any liability.

PLANNING AREA

The City of Rolling Hills is characterized by beautifully wooded, deep canyons and hilly terrain located on the San Pedro Hills of the Palos Verdes Peninsula in Southern California. However, the potential impacts of hazards associated with



the terrain make the environment and population vulnerable to disasters. The City of Rolling Hills is located in the northwestern quadrant of Los Angeles County. It is bordered on three sides by the City of Rancho Palos Verdes and on the north and northeast by the City of Rolling Hills Estates. Neighborhoods adjoining the City include Miraleste (southeast) and Portuguese Bend (southwest) in Rancho Palos Verdes.

Elevations in the City range from a high of 1350 feet above sea level to a low of 500 feet above sea level.

SUMMARY OF HAZARDS

The geographic extent of each of the hazards has been identified by utilizing the maps and data contained in the General Plan and County's All-Hazards Mitigation Plan. Utilizing the Calculated Priority Risk Index (CPRI) ranking technique, the Planning Team concluded the following hazards posed a significant threat against the City.

Earthquake, Land Movement, Wildfire, Drought

The Calculated Priority Risk Index (CPRI) is a process that describes the causes and characteristics of each hazard and which part of the facilities, infrastructure, and environment may be vulnerable to each specific hazard.¹

Table: Calculated Priority Risk Index Ranking for Rolling Hills region.²

Hazard	Probability	Weighted 45% (x.45)	Magnitude Severity	Weighted 30% (x.3)	Warning Time	Weighted 15% (x.15)	Duration	Weighted 10% (x.1)	CPRI Ranking
EQ: Newport-Inglewood Fault	3	1.35	3	0.9	4	.60	1	0.1	2.95
EQ: Palos Verdes Fault	3	1.35	3	0.9	4	.60	1	0.1	2.95
Land Movement	2	.90	2	0.6	4	0.60	1	0.1	2.20
Wildfire	4	1.80	3	0.9	4	0.60	2	0.2	3.50
Drought	2	0.9	2	0.6	1	.15	4	0.4	2.05

¹ CITY OF ROLLING HILLS LOCAL HAZARD MITIGATION PLAN

² IBID

The table above indicates a generalized perspective of the community's vulnerability of the various hazards according to extent (or degree), location, and probability with four (4) as the highest probability and one (1) as the lowest probability. The probability of a Wildfire in Rolling hills is the highest probability with a probability of a four (4) and an earthquake with the probability of a three (3).

Fire Hazard

State law requires that all local jurisdictions identify very high fire hazard severity zones within their areas of responsibility. Inclusion within these zones is based on vegetation density, slope severity and other relevant factors that contribute to fire severity. The Very High Fire Hazard Severity Zone (or "Zone") was first established in the City of Los Angeles in 1999 and replaced the older "Mountain Fire District" and "Buffer Zone." The "Zone" was carefully determined according to California State Law. The entire City of Rolling Hills is located in the Zone.³

With its many steep canyons and open scrub-covered hillsides, the Palos Verdes Peninsula area has always been vulnerable to the hazards associated with brush fires. The City has declared a local emergency on two occasions:

- ❖ June 25, 1973 – A brush fire disaster that occurred on June 22, 1973 destroyed ten homes within the "Flying Triangle" and "Southfield" areas.
- ❖ September 14, 2009 – A brush fire disaster that occurred on August 27, 2009 in the south east portion of the City.

³ LOS ANGELES COUNTY FIRE DEPARTMENT

In June 1973, the Peninsula News reported a wildland fire that was the most destructive to date that burned the Palos Verdes Peninsula. It was started by two youths playing with fireworks in Rancho Palos Verdes and spread east into the “Flying Triangle” and “Southfield” areas of Rolling Hills where it destroyed ten (10) homes and five (5) barns.

The fire shifted west and burned into the Portuguese Bend area of Rancho Palos Verdes and destroyed three (3) more homes. In all, the 1973 fire consumed a total of 900 acres and raged for 28 hours before it was finally extinguished.

The most recent fire in Rolling Hills was on August 27-28, 2009, when a wildfire burned through 230 total acres. The fire is believed to have originated in the Portuguese Bend Nature Reserve in Rancho Palos Verdes where 165 acres were charred. The remaining 65 acres were burned in Rolling Hills. Dozens of homes were threatened and approximately 1,200 residents were forced to evacuate.⁴

⁴ City of Rolling Hills Local Hazard Mitigation Plan, pgs. 78-79

Date	Type or Extent of Damages	Indirect Costs
10/1923	Burned 4000 acres killed 18 horses costing approximately \$10,000 (in 1923 dollars) in damages	Evacuation of people
09/1945	Grass fire near Crest Road; destroyed one home, and incurred \$50,000 (in 1945 dollars) in damages	Evacuation of people
06/1967	45 acres burned in the Portuguese Bend area	Evacuation of people
06/22/1973	Destroyed 13 homes and 5 barns, consumed a total of 900 acres and raged on for 28 hours. Approx. \$1.43 million in damages.	Evacuation of people
8/28-8/29, 2009	230 total acres charred	1,200 residents were forced to evacuate
Southern California Counties Fires		
10/21/2003 – 11/4/2003	Cedar Fire: raged across SoCal burning 739,597 acres, 3631 homes, 36 commercial properties, 1,169 outbuildings destroyed, 246 people injured, 24 people died.	Evacuation of residents. At the height of the siege, 15,631 personnel were assigned to fight the fires.
10/2007 – 11/2007	500,000 acres burned, 17 people died, 140 people injured, 3069 homes and other buildings destroyed. The Electrical power, telecommunications systems, and water sources destroyed.	Hundreds of thousands of people evacuated. Transportation disrupted for several days and numerous road closures

Table 1 gives an overview of the most destructive fires in the Rolling Hills area.

Earthquakes

Southern California has a history of powerful and relatively frequent earthquakes, dating back to the powerful 1857 San Andreas Earthquake, which generated substantial damage to the relatively few buildings that existed at the time. According to seismic research, large magnitude (8.0+) earthquakes occur on the San Andreas Fault every 50 to 300 years with an average interval of roughly 140 years. Other lesser faults have also caused very damaging earthquakes since 1857. Notable earthquakes in regions close to Rolling Hills include the 1933 Long Beach Earthquake, the 1971 San Fernando Earthquake, the 1987 Whittier Earthquake and the 1994 Northridge Earthquake.

Los Angeles County is therefore a hotbed of seismic activity due to the presence of over 50 active and potentially active fault segments, an undetermined number of buried faults, and multiple blind-thrust faults. All of these faults are capable of producing severe earthquakes, downed transmissions lines, and (therefore) fires. As with all communities in the Long Beach area, Rolling Hills is located in an especially seismically-active area, even by Los Angeles County standards.

Earthquakes that could affect the City would most likely originate from the San Andreas, Newport-Inglewood, or Puente Hills Faults. These faults are close enough in proximity or expected to generate strong enough shaking that could affect the City.

Although Rolling Hills is too small to garner earthquake reports specific to the community, Rancho Palos Verdes (roughly 2 miles away) is not. According to EarthquakeTrack.com, Rancho Palos Verdes experienced the following earthquake activity of at least 1.5M on the Richter scale as of August 29, 2018:⁵

- 1 earthquake in the past 24 hours
- 17 earthquakes in the past 7 days
- 28 earthquakes in the past 30 days
- 217 earthquakes in the past 365 days

Because Rancho Palos Verdes is only two miles from Rolling Hills, and Rolling Hills is located on high ground, the aforementioned seismic activity is highly relevant.

⁵ Source: <https://www.earthquaketrack.com/us-ca-rancho-palos-verdes/recent>

Landslide

Landslides are the most serious geological hazard facing the residential community of Rolling Hills. Residences in the Flying Triangle area of Rolling Hills were originally built upon preexisting, unrecognized, or recognized, but un-stabilized landslide. Geologically, most of the landslides within the City occur in the Altamira Shale Member of the Monterey Formation. Site specific investigations are necessary to determine potential slope instability problems at specific sites. Landslides are considered “potentially active,” meaning they could be reactivated in the future, either by excessive rainfall, introduction of artificial water in the slope (landscaping irrigation/broken water or septic systems), or improper site design or grading practices.

Landslides can affect utility services, transportation systems, and critical lifelines. The City would suffer immediate damages and loss of service. Disruption of infrastructure, roads, and critical facilities also have a long-term effect on the economy. Utilities, including potable water, wastewater, telecommunications, natural gas, and electric power are all essential to service community needs. Loss of electricity has the most widespread impact on other utilities and on the whole community. Natural gas pipes are also at risk of breakage from landslide movements as small as ½ inch for plastic pipes and ¾ inch for steel pipes.⁶

Factors included in assessing landslide risks include population and property distribution in the hazard area, the frequency of landslide or debris flow occurrences, slope steepness, soil characteristics, and precipitation intensity. This type of analysis

⁶ Rolling Hills 2017 Local Hazard Mitigation Plan (Pg. 73)

could generate estimates of the damages to the City due to a specific landslide or debris flow event. At the time that the Local Hazard Mitigation Plan was publicized, the data was not enough to conduct a full risk analysis.

Drought

2014 Drought California is experiencing, as of 2016, its fifth year of a historic drought condition. On January 17, 2014, Governor Brown proclaimed a State of Emergency and subsequently, ordered statewide mandatory water reductions. On May 9, 2016, following a winter that saw increased snow pack in northern California, Governor Brown replaced the reduction mandates with longer term water conservation measures. The City receives its water from California Water Service (Cal Water) and is subject to conservation targets and measures established by Cal Water as approved by the California Public Utilities Commission in response to ongoing drought conditions.⁷

OVERALL PROJECT OBJECTIVES AND GOALS

The Safety Element addresses a wide range of natural and human-caused hazards and consists of goals and policies aimed to reduce the risks associated with these hazards such as loss of life, injuries, property damage, and economic and social dislocation. The update consists of a comprehensive update to the existing element, which was adopted in 1990. The update will comply with the following recently enacted State mandates:

- SB1241 – Fire Hazard Safety
- SB379 – Natural Hazard Adaptation and Resiliency
- AB2140 – Integration of Local Hazard Mitigation Plan (LHMP)

⁷ Rolling Hills 2017 Local Hazard Mitigation Plan (pg. 99)

The primary purpose of the Safety Element, as described in California Government Code, is to reduce short and long-term risk resulting from natural and man-made hazards. A Safety Element must include the following hazards: slope instability, seismic risk, flooding, wild-land and urban fires, climate change adaptation and resilience, and other considerations.

As noted in the existing Safety Element, public safety is the overarching goal in all new land use planning to mitigate natural hazards. As such, the proposed update will identify and document these potential hazards associated with fire, geologic activity, and landslide events and incorporate mitigation described in the LHMP. It will also focus on policies addressing existing manmade structures that may be vulnerable during these types of emergency conditions, and dangers that might result from substandard emergency service delivery, difficult access, and lack of public preparedness or information. To ensure the continued protection of the community, the Safety Element sets forth goals, policies, and strategies addressing the potential risks associated with these hazards.

The Safety Element update will include:

- The update and preparation of relevant maps;
- The incorporation of references to relevant maps in the Safety Element text;
- Any related technical updates that, in the professional judgment of the Consultant, are prudent to be included in the Safety Element.

Preparation of the Rolling Hills Safety Element Update

The result of the Safety Element development will be a Cal-OES-reviewed, FEMA-approved document. The process will follow the planning tasks as outlined herein, be prepared in compliance with the California General Plan Guidelines, and will identify hazards and hazard abatement provisions relating to:

- Seismic Hazards
- Fire Hazards
- Landslides

The City of Rolling Hills will also use the Safety Element as a vehicle for defining “acceptable risk” and the basis for determining the level of necessary mitigation.

Policies may also address hazard abatement provisions relating to:

- Crime and Police Services
- Electromagnetic Fields (EMF)
- Hazardous Waste
- Land Use Impact Identification

The Safety Element Update falls in line with the Local Hazard Mitigation Plan MH 60 – Seek funding to update the General Plan Safety Element in advance of the next Mitigation Plan update, as required in Senate Bill 1241, 2012.

PLAN INITIATION

Public Participation

The Safety Element update process will include a broad public outreach component. Below is a summary of the anticipated public participation process. The engagement activities will integrate into the overall process and tied to specific work products and

milestones.

Kick-Off Meeting: The objectives of this meeting would be to inform the public and community of the value and purpose of the Safety Element update.

Engagement through Technology: The City will use its website as a portal for information regarding the Safety Element update, and key documents to solicit public input at various stages of the process. In addition, the City intends to use its website and newsletters to push out information and invitations to workshops, meetings, and public hearings.

Public Workshops: Public workshops would be held at key stages throughout the process including project initiation, goals and policy development, and comment on document drafts.

Other Stakeholders: During the Safety Element update process, City staff liaisons to Boards, Commissions, and Committees will provide progress reports on the Safety Element update and receive comments that will be shared with the Safety Element Advisory Committee (SEAC) and City Council.

Safety Element Advisory Committee: The Council will appoint a SEAC to provide guidance on the development of the Safety Element update, be an additional forum for public involvement, and make recommendations to the Planning Commission and City Council.

City Council Meetings: City Council direction will be sought at major milestones as noted in the work plan.

Pre-tasks Conducted by City Council and Staff

Task A: Conduct RFP Process

The City will conduct a formal bidding process for a Consultant Project Manager (CPM) to prepare the Safety Element Update and will make every effort to provide opportunity to federally-designated small businesses, including women-owned, veteran-owned and disadvantaged.

Task B: Project Initiation – Appointment of Safety Element Advisory Committee

The Council will appoint a SEAC to provide guidance on the development of the Safety Element Update.

Task C: City Staff Responsibilities

- The City will assign a Project Manager from City staff, who will be responsible for consultation with Tribes, State and local agencies as required by State law.
- The City will provide materials or access to materials, including data, maps, plans and documents, used to prepare the Local Hazard Mitigation Plan and the Emergency Operations Plan and other relevant plans as needed to ensure coordination with the Safety Element.
- The City will be responsible for noticing, distribution of materials, and coordination of all meetings and hearings.

The Consultant Project Manager will coordinate with City staff on a weekly basis to ensure the production of the following tasks is completed on time and on budget.

TASK 1: PROJECT LAUNCH

1.1 Procurement

Procure Consultant Project Manager (CPM) to prepare Safety Element Update.

1.2 Procurement Meeting

The CPM will meet with staff to refine the scope of work, and discuss expectations for the schedule, process and work products, and the availability of background data and reports.

1.3 Scope of Work

The Scope of Work (SOW) will be reviewed with staff and a final SOW and contract will be put in place.

1.4 Data Collection

The CPM will begin collecting data and background information.

1.5 Public Outreach Plan

A Public Outreach Plan will be developed, and meetings will be scheduled to provide the community with an opportunity to identify issues of importance.

1.6 Public Information

The CPM and staff will develop a strategy to utilize the City website as a means to provide public outreach and information during the update.

TASK 1: DELIVERABLES

Task	Deliverable
1.1	Project Kickoff Meeting with City staff
1.2	Review Scope of Work and Schedule
1.3	GIS Data and Map Collection
1.4	Collect Background Information
1.5	Public Outreach Plan (see Task 4)
1.6	Develop Project Website (see Task 4)

TASK 2: DATA COLLECTION and EXISTING CONDITIONS REPORT

During the project kick-off meeting, City staff will provide CPM with guidance regarding data sources to aid in the collection process, GIS data files, and all relevant existing documents and materials.

2.1 Existing Data

CPM will evaluate the existing data and identify additional data needs. It is assumed that data will be collected from the City, outside agencies, and other relevant sources.

2.2 Additional Technical Studies

If additional technical studies are required, Consultant will identify whether a change in the scope of work will be necessary to and assist the City in addressing additional needs.

2.3 Field Assessments and Analysis

Geology and Soils Report and Seismic Parameters Report/Table.

2.4 Present Existing Conditions

2.5 Revisions

Revisions will be made at least three (3) times based on the staff edits/comments. These are incorporated into the draft Update.

TASK 2 DELIVERABLES

Task	Deliverable
2.1	Existing data reviewed (memo to City)
2.2	Confirm existing SOW- additions added if necessary (memo to City)
2.3	Review Existing Conditions Section (text and graphic mock- ups)
2.4	Presentation of existing conditions to staff
2.5	Revision to Existing Conditions Section based on City comments

TASK 3: HAZARD PROFILES AND MAPPING

This section includes the preparation of the hazard profiles and risk assessment as noted in the City's LHMP. The hazard profiles will include a discussion of the hazards of concern and will identify the location and extent of past occurrences, the probability of future occurrences, and climate change considerations for each hazard identified. Preparation of the hazard profiles and risk assessment will include GIS mapping of relevant hazards (those that can be mapped) and analysis to determine areas of potential susceptibility within the community.

3.1 Review Existing Maps

CPM will review existing maps provided by the City from sources and data banks that may include, but are not limited to:

- City of Rolling Hills Local Hazard Mitigation Plan (LHMP);
- California Department of Conservation (DOC) geologic and seismic activity data;
- Los Angeles County and the City of Rolling Hills-provided data; and
- Any other maps that are pertinent to the study.

3.2 Hazard Information Review

Hazard information will be reviewed, particularly from the City's LHMP, and will be cross-referenced with parcel, road, hydrologic, and other data for the preparation of meaningful and applicable maps to help the City with decision-making.

3.3 Draft Maps

Maps, as identified below, will be prepared using existing data from the above-mentioned resources.

Each map will consist of the following:

- An analysis of available data sources synthesized into up-to-date layers specific to the City.
- Hazard layers overlaid onto the City's parcel, roads, hydrology, and topography data as appropriate.

3.4 Finalization of Maps

Two (2) internal meetings will be held for draft maps and revisions.

Professional-quality prepared exhibits in ArcGIS displaying data in letter-size PDFs for inclusion in Update, reports and website. City will prepare large poster-style maps for public workshops.

TASK 3 DELIVERABLES – RECOMMENDED MAPS & EXHIBITS

Task	Deliverable
3.1 – 3.3	<p>Seismic Hazard Zones & Geologic Stability</p> <p>The City’s Hazard and Risk Assessment identifies the entire City as acres classified as “landslide area.” This analysis will incorporate existing data to create a map of relative geologic stability and potential landslide activity. Data will be incorporated from the DOC, combined with City-provided data for parcels, hydrology, and streets to identify areas of within the City boundary that may be hazardous during or after seismic activity. Assuming data is available, all parts of the City will be qualitatively ranked based on the relative level of danger arising from this type of event. This map will also assimilate the locations of critical buildings and compare to particular hazard zones based on the City’s LHMP and CPM analysis.</p>
	<p>Flooding Hazards, Water Storage Facilities & Controls</p> <p>Existing flood hazard data from the City’s LHMP, Public Utilities Department, and other relevant sources will be assimilated into a comprehensive map identifying areas of flood risk. Risk areas will then be ranked according to relative danger during and/or after storm events and</p>

	seismic activity.
	<p>Fire Hazards & Service</p> <p>Of the City's acres, ALL are located in an area considered very high threat. Using existing available data, Consultant will prepare a fire hazard and service map that identifies these areas in reference to City buildings, structures, and other desired features. In addition, and depending on desired level of detail, Consultant will coordinate service and station locations with the local Fire Department (assuming availability of data) and identify response time to these areas of concern.</p>
3.1 – 3.3	<p>Emergency Preparedness and Disaster Planning</p> <p>Through consultation with the City's LHMP and those who prepared this document, CMP will prepare a map of emergency procedures, gathering points, distribution centers, and emergency facilities. This task could result in one comprehensive map, or several maps specific to different types of hazards.</p>
	<p>Transportation Route Impacts Emergency Evacuation Plan</p> <p>In conjunction with the previous map and existing analysis of infrastructure, Consultant will prepare an exhibit of evacuation routes either out of the City, or to particular safe locations. This information will be based on the City's LHMP.</p>

3.4	<p>Meetings for Draft Maps and Revisions</p> <p>Two (2) internal review meetings with Consultant Project Manager, GIS specialist and City staff to review draft maps. Revision of map(s) to be completed based on City comments.</p>
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Additional Analyses

1. Orthophotography update

The Consultant will update to the City's orthophotography.

2. Additional Mapping Exhibits

The Consultant will review additional mapping tasks that may be desired in the Safety Element update, including:

- Public Utilities (Gas, Electric, Potable Water Supply / Conveyance)
- Crime and Police Services
- Electromagnetic Fields (EMF)
- Hazardous Waste
- Land Use Impact Identification

3. Cross-Reference Mapping Results with Current City GIS Databases

Consultant will incorporate the compiled assessment into the City's current GIS database. This information will be attached to parcels, roads, and other features in the City, which would inform staff, developers, and the public of hazard potential, thereby facilitating better decision-making.

TASK 4: COMMUNITY OUTREACH AND ENGAGEMENT

Task 4.1 Community-Input Meetings

Community outreach will be conducted in multiple modes and forums to engage as many interested community members as possible in the development of the Draft Safety Element Update.

- Conduct two community-based meetings following the procedures outlined in the Community Outreach Plan (Task 1.5). The meetings will introduce the planning project to the public, define project parameters, and solicit opinions from the Community to help shape the development of the Safety Element Update Plan.
- Other Community Outreach will be done through “Engagement through Technology” and a “Kick-Off Meeting” as discussed in the Public Participation section. Notices of meetings and an update of the planning process will be provided through the City website.
- The meetings’ format will be determined during the development of the Community Outreach Plan (Task 1.5). It is expected that meetings will include open house-style community meetings, and possibly small-group charrettes. All meetings will be open to the public, without restriction.
- Each of the meetings will culminate in the participants completing a one-page evaluation form that provides them the opportunity to provide feedback on the meeting, as well as any additional ideas or thoughts about safety hazards.

Task 4.2 Safety Element Advisory Committee Meeting

Discussion, review of updated information, gather remarks and incorporate into plan.

Task 4.3 Planning Commission and City Council Presentations

Brief elected officials at one Planning Commission meeting and one City Council meeting of the study purpose and preliminary findings. Solicit input from elected officials throughout planning process.

TASK 4: DELIVERABLES

Task	Deliverable
4.1	Presentation at City Council Mtg. of updates and draft
4.2	Notes from SEAC Mtg. – Gather and incorporate
4.3	Provide status presentation and collect comments and requests; incorporate as applicable.

TASK 5: DEVELOP SAFETY ELEMENT UPDATE

To assist with SB 379 compliance, it is anticipated that the General Plan Safety Element will require minor updates to include language about integration with the LHMP (ensures compliance with AB 2140), updates to relevant goals and policies addressing climate adaptation and other pertinent issues identified in the planning process that require being addressed at a policy level.

5.1 Goals, Policies, and Implementation Actions

Certain human activities and natural conditions discussed in the Safety Element create hazards in Rolling Hills. These hazards in turn pose risks to individuals and properties that affect how property is developed and used. Risk from such hazards can be reduced

or avoided by recognizing the hazards and adopting and implementing land use and emergency response policies that provide the degree of protection the community desires. This process will include preparation of capabilities assessment that identifies the existing plans, policies, resources, studies, etc., that contribute toward the City mitigation activities. This is an important component of the planning process, as it allows the community to adopt the mitigation activities they are currently performing. In addition, the assessment will identify the personnel within the jurisdictions who are performing mitigation-related duties.

5.2 Strategies and Actions Development

Review the existing mitigation actions from the previous Safety Element, the current LHMP, and work with staff to identify the status of these activities and any progress made since preparation of the last plan. This effort will result in a comprehensive update to the Mitigation Actions Table, identifying existing relevant and new actions that will contribute toward the mitigation goals identified.

5.3 Goals and Policies Action Matrix Development

List the Goals that will be addressed through the Safety Element and the respective policies to address said goals.

5.4 Implementation Actions Table

Complete a table that lists the implementation actions that are needed to address the goals and policies.

TASK 5: DELIVERABLES

Task	Deliverable
5.1	Goals, Policies, and Implementation Actions
5.2	Development of Strategies
5.3	Development of Goals and Policies Matrix
5.4	Development of Implementation Actions Table

6. PLAN MAINTENANCE AND IMPLEMENTATION

Prepare an implementation and monitoring workbook, which City staff can use over the five-year plan period to track and monitor efforts and collect data and information necessary to update the plan during the next update cycle. This workbook is intended to assist City staff by providing a document that is portable and provides guidance if specific events occur or opportunities for mitigation activities present themselves.

6.1 Schedule of Monitoring, Evaluating, and Updating the plan

The methods and schedule for monitoring, evaluation, and updating of the plan.

6.2 Incorporating Safety Element Goals and Policies

Safety Plan Elements will be incorporated into other planning mechanisms, as well as how the public will continue to remain involved throughout the future planning process.

TASK 6: DELIVERABLES

Task	Deliverable
6.1	Schedule for monitoring and evaluation of Plan update.
6.2	Incorporation Plan of Safety Element Goals and Policies.

7. PLAN DRAFTING AND ADOPTION

Based on the existing conditions report, other data researched, and the community input from Workshop, a Safety Element Update will be developed to include the Goals, Policies, and Implementation Plan. The Safety Element Update will also include plans, maps, sketches, and photos.

7.1 Draft Safety Element

Develop the draft Safety Element Update for public distribution. This document will be a compilation of all of the research, community outreach, mapping, and feedback from the Safety Element team. The document will follow a format that meets Cal OES-review and FEMA-approval requirements and guidance. A key aspect of this plan will be the creation of an Executive Summary, that can be used by the public, City staff, and elected officials, to understand briefly the issues and potential actions to be undertaken during the five-year implementation period. Upon completion of this document, it will be distributed to the Safety Element team for review and comment. It is expected that City staff will provide one consolidated set of comments on this document prior to completion of the public review draft version that will be distributed for review.

7.2 AB 2140 Assistance

AB 2140 Compliance will be conducted once the Safety Element is approved by FEMA. This compliance will be in conformance with Cal OES policy. This compliance typically requires the inclusion of specific statements in the Safety Element (identifying integration of the LHMP and Element) and adoption by resolution by the City Council.

7.3 Submit Draft Safety Element to Cal OES and FEMA

Submit draft to Cal OES for review and input and FEMA for input and approval; incorporate any comments and any other steps needed for approval.

Upon completion of the public review period, CPM will make requested revisions and address public comments. Once these revisions are completed, the final draft will be sent to Cal OES for review and to FEMA for approval. Upon receipt of comments from Cal OES and FEMA, the Consultant will address these comments and make necessary revisions to ensure FEMA approval.

7.4 Safety Element Adoption

The Consultant will support the City staff regarding presentation and documentation needed to approve the Safety Element upon completion of the FEMA-approval process. This task assumes attendance at the City public hearing and preparation of a presentation in support of adoption.

TASK 7: DELIVERABLES

Task	Deliverable
7.1	Draft Plan, circulation list, feedback summary
7.2	AB2140 Compliance
7.3	Approval from CalOES/FEMA of Draft Safety Element Plan
7.4	Safety Element Adoption

TASK 8 GRANT MANAGEMENT

Task 8.1 Invoicing

Develop and submit complete invoice packages to Cal OES based on SOW completion, on a quarterly basis.

Task 8.2 – Quarterly Reporting

Develop and submit quarterly reports to Cal OES staff providing a summary of project progress and expenditures.

Task 8.3 – Grant Close-out

Develop and submit a final close-out report to CalOES staff as required by the contract.

TASK 8: DELIVERABLES

Task	Deliverable
8.1	Invoice packages
8.2	Quarterly reports
8.3	Final grant close-out report

TENATIVE SAFETY ELEMENT UPDATE TIMELINE

Tasks	Responsible Party	Timeframe
1. RFP for Consultant to conduct the Safety Element Update (SEU)	City Staff	December 2018
2. Contract with Certified Emergency Management Consultant	City Staff/ Council/Consultant	January/February 2019
3. Kick-Off Meeting with City staff to review tasks and develop schedule	Consultant and City Staff	February 2019
4. Conduct research and prepare updated maps and recommendations	Consultant	February 2019
5. After review of existing documents, present to staff. Review the SOW to include any additional items	Consultant	March 2019
6. Initiate outreach design meetings with the public to review past and present safety elements	Consultant/ City Staff	June 2019
7. Review of Hazard information for mapping	Consultant	July 2019
8. Preparation of maps	Consultant	September 2019
9. Draft Safety Element Plan to include the Goals, Policies, and Implementation Plan	Consultant	Sept 2019 – April 2020
10. Community Workshop	Consultant/ City Staff	August 2020 – May 2021
11. Plan Drafting and Adoption – AB 2140 Assistance	Consultant/ City Staff	Oct. 2020 – Jan 2021
12. Submit Draft Safety Element Update to Cal OES for Review and FEMA for Approval	Consultant/ City Staff	February 2021 – July 2021
13. Safety Element Update Final Adoption	City Staff/ City Council	August 2021

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2020 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and _____ with principal offices at _____, hereinafter referred to as "CONSULTANT."

1. RECITALS:

A. The CITY desires to contract the CONSULTANT for _____

B. CONSULTANT is well qualified by reason of education and experience to perform such services; and

C. CONSULTANT is willing to render such _____ services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this AGREEMENT.

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the specifications and the scope of work described in the Proposal for _____ Services, attached herein as Exhibit A (hereinafter referred to as "SERVICES").

3. COST

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this AGREEMENT at the rates and in the manner established in the attached Scope of Work, attached herein as Exhibit A.

Total contract shall not exceed the sum of _____ during the term of the AGREEMENT. This fee includes all expenses, consisting of all local travel, attendance at meetings, printing and submission of grants, which are accrued during that period. It also includes any escalation or inflation factors anticipated.

Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed within 30 (thirty) days of submitting an invoice to City for the SERVICES. CONSULTANT shall submit an invoice for the SERVICES within 10 (ten) days of completing each task or portion thereof identified in Exhibit A to this AGREEMENT. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

CONSULTANT may employ qualified independent subcontractor(s) to assist CONSULTANT in the performance of SERVICES with CITY's prior written approval.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this AGREEMENT upon execution of this AGREEMENT.

7. PERFORMANCE TO SATISFACTION OF CITY

CONSULTANT agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified.

8. COMPLIANCE WITH LAW

All SERVICES rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal Law.

9. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office during the contract period and thereafter for five years from the date of final payment.

10. OWNERSHIP OF DATA

All data, maps, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

11. TERM OF CONTRACT

This contract shall be valid for _____ from execution of this AGREEMENT.

12. TERMINATION

This contract may be terminated by either party with or without cause upon seven (7) days written notice to the other party. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

13. ASSIGNABILITY

CONSULTANT shall not assign or transfer interest in this contract without the prior written consent of the CITY.

14. AMENDMENT

It is mutually understood and agreed that no alteration or variation of the terms of this contract, or any subcontract requiring the approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

15. NON-SOLICITATION CLAUSE

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. INDEMNITY

CONSULTANT shall indemnify and save harmless CITY, its elected and appointed officers and employees from all claims, damages, suits, cost or actions of every name, kind or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of CONSULTANT, its officers, agents, employees and/or servants in connection with this AGREEMENT.

CITY shall indemnify and save harmless CONSULTANT, its officers, agents, employees, and servants from all claims, damages, suits, costs or actions of every name, kind, or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of the CONSULTANT, its officers, agents, employees, and/or servants in connection with this AGREEMENT.

If CONSULTANT should subcontract all or any portion of the SERVICES to be performed under this AGREEMENT, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees,

agents and volunteers in accordance with the term of the preceding paragraph. This section shall survive termination or expiration of this AGREEMENT.

17. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 16 - Indemnity, CONSULTANT shall not begin work under this AGREEMENT until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this AGREEMENT, and shall be maintained throughout the term of this AGREEMENT. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of \$300,000 for property damage, \$300,000 for injury to one person/single occurrence, and \$300,000 for injury to more than one person/single occurrence.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this AGREEMENT, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than \$500,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. CONSULTANT shall require all subcontractors who are hired by CONSULTANT to perform the SERVICES and who have employees to similarly obtain Worker's Compensation Insurance for all of the subcontractor's employees.

iv. Professional Liability Insurance for CONSULTANT that at a minimum covers professional misconduct or lack of the requisite skill required for the performances of SERVICES in an amount of not less than \$500,000 per occurrence.

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed \$5,000 per occurrence.

C. Additional Insured. City, its elected and appointed officers and employees shall be named as additional insured on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) and (ii) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this AGREEMENT, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such

policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the AGREEMENT. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this AGREEMENT or procure or renew such insurance, and pay any premiums therefore at CONSULTANT'S expense.

18. ENFORCEMENT OF AGREEMENT

In the event that legal action is commenced to enforce or declare the rights created under this AGREEMENT, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

19. CONFLICTS OF INTEREST

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed.

20. INDEPENDENT CONTRACTOR

The CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees or subcontractors, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

21. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

22. NOTICES.

All written notices required by, or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed

below. Neither party to this AGREEMENT shall refuse to accept such mail; the parties to this AGREEMENT shall promptly inform the other party of any change of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this AGREEMENT is as follows:

CITY: Elaine Jeng, PE, City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

CONSULTANT: _____

23. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date and year first above written.

CITY OF ROLLING HILLS

CONSULTANT

CITY MANAGER

ELAINE JENG, PE

DATE: _____

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.A
Mtg. Date: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER REQUEST FROM COUNCILMEMBER BLACK THAT THE MAYOR CALL A SPECIAL MEETING OF THE CITY COUNCIL WITHIN 48 HOURS OF ISSUANCE OF AN ORDER BY THE CITY MANAGER PERTAINING TO THE COVID-19 IN ORDER TO PROVIDE FOR COUNCIL REVIEW.

DATE: April 13, 2020

BACKGROUND:

N/A

DISCUSSION:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A

Mtg. Date: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DELIA ARANDA, CODE ENFORCEMENT OFFICER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE FIRST QUARTER 2020 REPORT ON FIRE FUEL ABATEMENT ENFORCEMENT CASES.

DATE: April 13, 2020

BACKGROUND:

FIRST QUARTER 2020 REPORT

In first quarter of 2020 (January 1, 2020 through March 31, 2020), 7 new fire fuel abatement violations were observed and reported. During this same period, 12 fire fuel abatement violations were closed. During this same period, the City received 68 new cases unrelated to fire fuel abatement violations, 60 of which are open cases with expired building permits. The City Arborist was called to inspect conditions of trees located at 2 Buggy Whip Drive. A total of \$400.00 was for paid for the inspection services.

DISCUSSION:

VEGETATION CASES

	Prior to 1 st Quarter 2020	1 st Quarter 2020 Only	Total Cases to end of 1 st Quarter 2020
Cases Submitted	70	7	77
Cases Closed	58	12 [^]	70 [^]

[^]Please note this number includes cases closed prior to January 1, 2020

COMPREHENSIVE LIST

	Prior to 1 st Quarter 2020	1 st Quarter 2020 Only	Total Cases to end of 1 st Quarter 2020
Cases Submitted	177	81*	258
Open Cases	29	75*	104

**Includes open cases with expired permit (60). Information received from Building and Safety in the 1st Quarter of 2020.*

RECOMMENDATION:

STAFF RECOMMENDS THE CITY COUNCIL RECEIVE AND FILE THE FIRST QUARTER 2020 REPORT ON CODE ENFORCEMENT AND FIRE FUEL ABATEMENT CASES.

ATTACHMENTS:

[Alphabetical Order \(Yellow=Active\).pdf](#)

[Chron Order \(Yellow= Active\).pdf](#)

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
1	2/14/2018	1	El Concho Lane	Dead Trees	Vegetation	10/22/19	Dead vegetation removed as of 10/22/19. No further action needed, case closed.
2	10/13/2016	7	Acacia Road	house remodeled - items mainly in road easement: POD storage, lumber, dumpster; car parking overnight on easement	construction	3/29/18	Construction work completed and storage removed from roadway easement.
3	3/11/2020	1	Acacia Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
4	11/8/2016	3	Appaloosa Lane	Limit frequency of watering and subsequent water runoff	Drainage	N/A	Property manager notified to turn down limit on watering mechanism. Property owner turned down
5	2/14/2018	2	Appaloosa Lane	Dead Tree	Vegetation	9/4/19	Yolanta and I inspected property and there was no dead vegetation. No further action needed, case closed.
6	6/18/2018	3	Appaloosa Lane	Dead vegetation	Vegetation		Sent property owner a letter of dead vegetation and is addressing the violation.
7	10/23/2019	1	Appaloosa Lane	Dead Vegetation	Vegetation	1/3/20	Case Closed, no further action needed.
8	3/11/2020	1	Appaloosa Lane	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
9	12/22/2016	15	Bowie Road	Lights on all night and do not seem to be typical "holiday lights"	Lighting	Feb. 2017	Lighting was for holiday and was not operating in February. No additional complaints received.
10	8/1/2017	8	Bowie Road	Concrete work and possibly caissons being constructed illegally; Illegal construction, possibly involving pool	Permits		Sent property owner a letter of non compliance for permits. As of 10/30/19, plans are with HOA
11	8/14/2017	14	Bowie Road	Re-roof without permit	Illegal Construction	10/12/17	Re-roofing permit signed off.
12	2/7/2018	11	Bowie Road	Dead Tree	Vegetation	8/13/19	RHCA advised me the property owner is in compliance. No further action needed, case closed.
13	4/17/2018	19	Bowie Road	Trailer on street	Vehicle	5/8/18	Closed
14	3/11/2020	12	Bowie Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
15	3/11/2020	18	Bowie Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
16	7/19/2016	1	Buckboard Lane	Basement construction and exterior wall demolition	Illegal Construction	7/22/16	Willdan inspector confirmed they are not building a basement and are
17	7/19/2017	3	Buckboard Lane	Complaint about a golf cart parked/being stored between 1 and 3 Buckboard	Vehicle	7/24/17	Closed
18	2/8/2019	4	Buckboard Lane	Noise indicating possible illegal construction	Nuisance	2/8/19	Noise was determined to be regular tree trimming and removal of
19	2/8/2019	4	Buckboard Lane	Screening of sports court	Screening	10/2/19	Property owner has installed many trees and vegetation to block the view of the ice rink from the
20	12/23/2019	4	Buckboard Lane	Drainage	Grading		Open

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
21	3/11/2020	20	Buggy Whip	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
22	8/2/2016	21	Buggy Whip Drive	Railroad ties for walls along a graded pathway AND trellis in front setback	Illegal Construction	4/4/18	Trellis and RR ties removed. Hillside restored.
23	4/13/2017	4	Buggy Whip Drive	Report of pool water, possibly not DE chlorinated, running down street	Drainage	4/13/17	Closed
24	4/26/2017	27	Buggy Whip Drive	Check for Building Permit bounced	Illegal Construction	5/1/17	Closed
25	2/14/2018	20	Buggy Whip Drive	Dead Tree	Vegetation	12/11/19	Property owner addressed the violation, no further action needed.
26	2/14/2018	27	Buggy Whip Drive	Dead Tree	Vegetation	9/11/19	Closed
27	7/31/2018	16	Buggy Whip Drive	Dead tree in the front yard	Vegetation	6/19/19	Closed
28	6/28/2019	1	Buggy Whip Drive	View	View	2/19/20	Corresponded sent to owner. Owner is addressing the violation.
29	7/11/2019	21	Buggy Whip Drive	Foundation	Illegal Construction		Property owner is clearing the trellis.
30	11/19/2019	11	Buggy Whip Drive	Dead Vegetation	Vegetation	3/13/20	
31	11/19/2019	9	Buggy Whip Drive	Dead Vegetation	Vegetation	3/13/20	
32	12/20/2019	5	Buggy Whip Drive	Unpermitted Structures	Permits		Open
33	2/6/2020	14	Buggy Whip Drive	Dead Tree	Vegetation		Open
34	2/24/2020	27	Buggy Whip Drive	C & D	C & D	2/26/20	Closed
35	2/24/2020	17	Buggy Whip Drive	Unpermitted Structures	Illegal Construction	2/24/20	Closed
36	5/22/2017	15	Caballeros Road	Complaint that site under construction for 2 years with no work going on	Nuisance - Construction	5/23/17	Closed
37	10/16/2019	12	Caballeros Road	Dead Tree	Vegetation		Open
38	6/14/2019		Cal Water Property	Dead vegetation	Vegetation	10/17/19	Most of the vegetation has been cleared, I am in contact with the water agency. As of 10/17/19, Cal
39	5/23/2019	5	Chesterfield	Solar Panel/dry weed	Plans	10/18/19	Property owner has taken care of the glare, case will be closed once the chain-link fence is installed and dry vegetation is cleared. As of

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
40	10/21/2019	5	Chesterfield	Dead Tree	Vegetation	12/6/19	Property owner is in compliance, no further action needed case closed.
41	5/24/2018	0	Chestnut Lane	Broken sprinkler causing water to run down street	Drainage	5/23/19	Closed
42	2/2/2017	37	Chuck wagon Road	Illegal pathways and drainage	Illegal Construction	2/28/17	Closed
43	8/11/2017	1	Chuck wagon Road	Work being done on property without permits for plumbing, electrical, or mechanical	Illegal Construction	9/1/16	Closed
44	9/18/2017	4	Chuck wagon Road	Illegal grading	Grading	9/25/17	No illegal activity on property
45	4/17/2018	7	Chuck wagon Road	Trailer storage in front yard	Vehicle		Closed
46	2/4/2019	3	Chuck wagon Road	Excessive lights; lights on gazebo, driveway and house	Lighting	9/25/19	Closed
47	2/26/2019	28	Chuck wagon Road	Dead tree	Vegetation	6/7/19	Closed
48	3/11/2020	19	Chuckwagon	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
49	12/11/2019	6	Chuckwagon Road	Dead Vegetation	Vegetation		Open
50	4/6/2020	3	Chuckwagon Road	Lighting			Open
51	1/7/2020	1	Chuckwagon Road	Unpermitted Structures	Permits	1/16/20	
52	5/16/2016	17	Cinchring Road	Dead vegetation	Vegetation	8/20/19	Property owner is addressing dead vegetation and addressing the
53	8/19/2016	26	Cinchring Road	Dirt dumped near canyon	Grading	09/30/16	Movement of dirt part of permitted development project
54	2/21/2019	26	Cinchring Road	Illegal Water Line (not to code)	Illegal Construction		Closed

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
55	5/3/2019	20	Cinchring Road	Dead Tree	Vegetation	6/7/19	Closed
56	5/16/2019	20	Cinchring Road	Dead vegetation	Vegetation	6/7/19	Closed
57	6/3/2019	2	Cinchring Road	Bees	Animals	6/3/19	Closed
58	9/4/2019	18	Cinchring Road	Dead Vegetation	Vegetation	1/8/20	Open
59	9/24/2019	16	Cinchring Road	Dead Vegetation	Vegetation		Open
60	3/11/2020	26	Cinchring Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
61	4/8/2016	2	Crest Road East	RV's location of and recreational vehicles stored outdoor exceeds allowed number	Vehicle	11/28/17	The RV is properly located and the number of recreational vehicles stored outdoors is within limits of the code
62	12/30/2016	7	Crest Road East	bathrooms visible, dirt piles	Nuisance - Construction	Jan. 2017	Portable toilet was moved from the street; dirt piles were covered.
63	8/28/2017	23	Crest Road East	Illegal parking of construction vehicles	Vehicle	8/30/17	Vehicles removed
64	2/14/2018	17	Crest Road East	Dead Tree	Vegetation	11/21/19	Monitoring. Property owner has cleared the dead vegetation. No further action needed, case closed.
65	2/14/2018	29	Crest Road East	Dead Tree	Vegetation	9/24/19	Closed
66	7/18/2018	63	Crest Road East	Construction vehicle parked on street w/o flagman	Vehicle	7/18/18	Closed
67	2/8/2019	12	Crest Road East	Excessive lights on barn and pathway	Lighting		Closed
68	5/3/2019	2	Crest Road East	Illegal Construction	Illegal Construction	5/22/19	Closed
69	6/4/2019	26	Crest Road East	Dead vegetation	Vegetation	1/27/20	Closed
70	9/24/2019	23	Crest Road East	Dead Vegetation	Vegetation	11/19/19	Resolved, no further action needed.
71	10/23/2019	55	Crest Road East	tumbleweeds	Vegetation	11/7/19	Closed
72	11/18/2019	7	Crest Road East	Dead Vegetation	Vegetation		Open
73	1/28/2020	17	Crest Road East	Striping	Striping	1/28/20	Closed
74	1/28/2020	8	Crest Road East	Striping	Striping	1/28/20	Closed
75	3/11/2020	34	Crest Road East	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
76	3/11/2020	91	Crest Road East	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
77	12/29/2016	27	Crest Road West	Construction restrooms visible from the street; parking complaints	Nuisance - Construction	1/4/17	Restrooms were moved and cars were parked in a manner that was

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
78	2/6/2018	1	Crest Road West	Dead Tree	Vegetation	8/19/19	Property Owner addressed the violation, no further action needed.
79	2/6/2018	25	Crest Road West	Dead Tree	Vegetation	10/24/19	As of 10/24/19, property owner is in compliance. No further action
80	3/11/2020	7	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
81	3/11/2020	18	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
82	3/11/2020	24	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
83	3/11/2020	47	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
84	3/11/2020	48	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
85	3/11/2020	67	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
86	3/11/2020	73	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
87	3/11/2020	75	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
88	3/11/2020	76	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
89	3/11/2020	12	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
90	3/11/2020	17	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
91	3/11/2020	32	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
92	12/30/2016	56	Eastfield Drive	Water in street	Drainage	12/30/16	Water in the street coming from the property; was from sprinklers. Owner was notified.
93	5/11/2017	49	Eastfield Drive	Construction in front and side yards and construction of a tennis court	Illegal Construction	5/11/17	Closed
94	2/26/2019	49	Eastfield Drive	Illegal conversion of stable to Rec. rm.	Illegal Construction		Property owner is in the process of obtaining permits.
95	10/29/2019	59	Eastfield Drive	Dead Vegetation	Vegetation	12/3/19	Property owner has cleared dead vegetation and is in compliance. No further action needed, case closed.
96	12/11/2019	6	Eastfield Drive	Dead Vegetation	Vegetation	1/14/20	Closed
97	7/18/2019	40	Eastfield Drive	plans and permit. Unpermitted wall inside setback	Plans and permit		Property Owner addressing the violation
98	11/13/2019	5	Eastfield Drive	Dead Vegetation	Vegetation	12/11/19	Property owner cut down vegetation, no further investigation needed case

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
99	1/25/2016	5	El Concho Lane	Excavation under house, wall, and grading without a permit and broken pipe	Illegal Construction	6/19/19	Plans and Permits submitted. Case Closed.
100	2/3/2016	5	El Concho Lane	Light on garage and no trash enclosure; Security camera pointing at neighbor (4/14)	Lighting	8/31/16	All issues have been resolved.
101	9/20/2016	2	Eucalyptus Lane	Horse manure waste container in easement	Nuisance	04/19/17	9/20/16 Complaint received. 10/5/16 Letter sent to property owner.
102	1/11/2017	25	Georgeff Road	Light post near driveway	Lighting	2/27/17	Light post was removed
103	9/12/2018	11	Georgeff Road	Dead Tree	Vegetation	10/22/19	I inspected the property on 10/22/19, and did not locate or see any dead vegetation. No further
104	4/18/2019	8	Georgeff Road	Maintenance	Property Maintenance		Property owners are addressing all violations and keeping in contact via email.
105	2/11/2020	7	Georgeff Road	Dead Tree	Vegetation		Open
106	3/11/2020	12	Georgeff Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
107	12/11/2019	8	Hackamore Road	Permits	Permits		Open
108	3/11/2020	8	Hackamore Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
109	5/24/2018	3	Hummingbird Lane	Broken sprinkler causing runoff	Drainage	8/1/18	Closed
110	2/14/2018	14	Johns Canyon Road	Dead Tree	Vegetation	10/16/19	Closed
111	2/8/2019	5	Johns Canyon Road	Illegal lighting	Lighting	8/13/19	Closed
112	3/11/2020	10	Johns Canyon Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
113	9/18/2017	5	Lower Blackwater Canyon Road	BBQ/Outdoor Kitchen	Illegal Construction	10/2/14	Owner came into City Hall for a signature to secure a permit after being notified of violation
114	3/11/2020	1	Lower Blackwater Canyon Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
115	3/11/2020	2	Lower Blackwater Canyon Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
116	3/11/2020	7	Lower Blackwater Canyon Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
117	5/18/2016	6	Maverick Lane	Parking pad in easement	Vehicle	11/30/17	RHCA has granted permission for parking pads in easements it remains unpaved.
118	3/11/2016	1	Middle ridge Lane North	Pathway graded out	Grading	7/16/18	Conditions on the property have been resolved.

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0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
119	8/22/2016	9	Middle ridge Lane North	RV parking overnight on street	Vehicle	09/12/16	RV stored properly on private property
120	10/17/2016	10	Middle ridge Lane North	Illegal grading	Grading	Aug. 2016	City staff inspected property and found no violation (no unapproved grading had occurred)
121	11/8/2016	19	Middle ridge Lane North	Illegal wood deck built	Illegal Construction	08/22/17	The original condition has been restored.
122	3/11/2020	3	Middle Ridge Lane Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
123	7/22/2016	1	Middle ridge Lane South	Hooking water hose up to fire hydrant for construction	Nuisance - Construction	7/22/16	LA County inspector informed City that owner was approved to use hydrant for construction as long as
124	2/14/2018	4	Middle ridge Lane South	Dead Tree	Vegetation	8/13/19	RHCA advised me the property owner is in compliance. No further action needed, case closed.
125	6/19/2018	1	Middle ridge Lane South	Illegal Construction	Illegal Construction	9/25/19	Closed
126	3/11/2020	9	Middleridge Lane South	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
127	3/11/2020	8	Morgan Lane	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
128	5/3/2019		Morgan LN/ Johns Canyon	Water in street	Water	9/9/19	Closed
129	4/11/2018	9	Open Brand Road	Light on all night	Lighting	4/12/18	Closed
130	7/18/2016	3	Outrider Road	Construction/demolition on house	Illegal Construction	7/18/16	Permits have been pulled.
131	3/11/2020	7	Outrider Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
132	11/8/2019	1	Packsaddle	Bright lights entry of driveway	Lighting		Open
133	3/11/2020	7	Packsaddle East	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
134	2/14/2018	6	Packsaddle Road East	Dead Tree	Vegetation		Open
135	1/29/2018	1	Packsaddle Road West	Bee Hives on Vacant Property	Animals	5/14/18	Owner of bees made aware that hives were on another resident's separate property. Bees properly removed.
136	2/8/2019	3	Packsaddle Road West	Screening of sports court and trellis	Screening	2/8/19	Closed
137	1/27/2020	3	Packsaddle West	Lighting	Lighting		Open

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0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
138	1/27/2020	5	Packsaddle West	Lighting	Lighting		Open
139	6/20/2018	2950	Palos Verdes Dr. N	Building buckling and slope failing	Health & Safety		Property owner is moving forward with permits.
140	2/8/2019	2854	Palos Verdes Dr. N	Driveway changes	Illegal Construction	3/8/19	Closed
141	3/11/2020	2862	Palos Verdes Dr. N	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
142	3/11/2020	2900	Palos Verdes Dr. N	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
143	3/11/2020	2950	Palos Verdes Dr. N	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
144	3/11/2020	2958	Palos Verdes Dr. N	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
145	3/11/2020	2	Pheasant Lane	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
146	6/14/2019	2	Pheasant Lane/25 Portuguese Bend Rd	Dead Vegetation	Vegetation	9/25/19	Closed
147	2/14/2018	8	Pine Tree Lane	Dead Tree	Vegetation		Open
148	6/14/2019	6	Pine Tree Lane	Dead Tree	Vegetation		Open
149	5/24/2019	5	Pine Tree Lane	Dead vegetation /construction	Vegetation	12/11/19	I inspected the property on 12/11/19, and property owner
150	7/22/2019	1	Pinto Lane	Bright lights	Lighting	10/23/19	Code Violation has been resolved, no further action needed. Case Closed. Timer was changed for
151	11/8/2019	1	Pinto Road	Lighting on garage	Lighting		Open
152	1/27/2020	1	Pinto Road	Lighting	Lighting		Open
153	1/27/2020	2	Pinto Road	Lighting	Lighting		Open
154	8/8/2018	0	Poppy Trail	Storage of a boat, materials, and story poles	Nuisance	10/24/19	Under Construction. Property owner is in compliance. No further action needed, case closed.
155	1/23/2019	4	Poppy Trail	Illegal Horse Trail Outdoor Storage	Storage	2/1/19	Closed
156	8/12/2019	18	Poppy Trail	Permits illegal Trenching/retaining wall.	Excavation/ Digging/ Trenching		Open
157	3/11/2020	11	Poppy Trail	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
158	1/5/2016	13	Portuguese Bend Road	Hose	Unknown	9/11/19	Art from HOA removed hose, case closed.

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
159	3/1/2016	38	Portuguese Bend Road	Stairs, walls, and water feature being built without permits. Slope remediation from dumping dirt.	Illegal Construction	10/25/19	Permits have been obtained work in progress. No further action needed, case closed.
160	7/1/2016	15	Portuguese Bend Road	Trailer in front yard	Vehicle	7/26/16	RV was moved proper distance behind setback.
161	7/13/2016	38	Portuguese Bend Road	Dumping of dirt and rocks and loose concrete into canyon	Grading	10/2/19	Under construction project not final
162	7/26/2016	18	Portuguese Bend Road	Building a wall near to pool and parking their car on roadway easement overnight	Illegal Construction	03/01/17	Property owner secured permits for wall to house pool equipment. Owner notified about parking
163	10/12/2016	70	Portuguese Bend Road	Lighting along driveway on every night.	Lighting	10/12/16	Lighting along the driveway is compliant with the code
164	1/5/2017	15	Portuguese Bend Road	Porta portable toilet visible from street	Nuisance - Construction	1/17/17	Resolved
165	4/17/2017	38	Portuguese Bend Road	Letter to remove dead trees	Vegetation	10/16/19	Dead vegetation has been resolved.
166	12/4/2017	15	Portuguese Bend Road	Trellis construction	Illegal Construction	10/25/19	On 10/25/19, all permits are current.
167	2/13/2018	30	Portuguese Bend Road	Bright pilaster lights	Lighting	2/13/18	Closed
168	2/14/2018	19	Portuguese Bend Road	Dead Tree	Vegetation	8/13/19	Closed
169	4/2/2018	17	Portuguese Bend Road	Retaining Wall	Illegal Construction	8/9/18	Closed
170	4/5/2018	54	Portuguese Bend Road	Grading without a permit	Grading	4/5/18	Closed
171	6/20/2018	77	Portuguese Bend Road	Dead vegetation along trail	Vegetation	10/2/19	Closed
172	12/14/2018	24	Portuguese Bend Road	Dead Tree	Vegetation	8/13/19	Closed
173	2/4/2019	74	Portuguese Bend Road	Non Compliance	Lighting	7/15/19	Closed
174	2/4/2019	20	Portuguese Bend Road	Dead Tree	Vegetation	6/7/19	Closed
175	2/4/2019	21	Portuguese Bend Road	Dead Tree	Vegetation	3/15/19	Closed
176	2/4/2019	32	Portuguese Bend Road	Dead Tree	Vegetation	5/6/19	Closed
177	2/12/2019	34	Portuguese Bend Road	Tree branches down on property; tree branches in power lines	Vegetation		Utility company evaluating.
178	5/3/2019	14/15	Portuguese Bend Road	Tree	Vegetation	6/13/19	Closed
179	5/16/2019	67	Portuguese Bend Road	Foundation Construction	Illegal Construction		Owner discussed with building department and safety.
180	5/24/2019	15	Portuguese Bend Road	Illegal Construction	Permits	10/25/19	As 10/25/19, I checked in with building department all permits have been obtained and are current.

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0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
181	7/22/2019	14	Portuguese Bend Road	Dead vegetation/tree	Vegetation	9/25/19	Dead vegetation has been removed, no further action needed. Case
182	8/13/2019	2	Portuguese Bend Road	Dead Vegetation/tree/Maintenance	Vegetation	10/24/19	There was no violation, case closed.
183	10/10/2019	25	Portuguese Bend Road	Dead Vegetation	Vegetation	4/6/20	Open
184	11/8/2019	73	Portuguese Bend Road	Gazebo lighting	Lighting		Open
185	1/21/2020	59	Portuguese Bend Road	Dead Trees	Vegetation	3/13/20	
186	1/21/2020	66	Portuguese Bend Road	Dead Trees	Vegetation		Open
187	1/21/2020	62	Portuguese Bend Road	Dead Trees	Vegetation		Open
188	1/21/2020	53	Portuguese Bend Road	Dead Trees	Vegetation		Open
189	1/21/2020	64	Portuguese Bend Road	Dead Trees	Vegetation		Open
190	1/27/2020	74	Portuguese Bend Road	Lighting	Lighting		Open
191	2/24/2020	20	Portuguese Bend Road	Unpermitted Structures	Illegal Construction	2/25/20	Closed
192	3/11/2020	16	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
193	3/11/2020	17	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
194	3/11/2020	18	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
195	3/11/2020	20	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
196	3/11/2020	25	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
197	3/11/2020	65	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
198	5/3/2019	2	Possum	feeding animals	Animals	10/24/19	Inspected the property for violation, violation unfounded. No further investigation, case closed.
199	3/11/2020	2	Quail Ridge	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
200	2/6/2018	4	Quail Ridge Road North	Dead Tree	Vegetation	12/2/19	Property owner has cleared dead vegetation and is in compliance. No further action needed, case closed.
201	11/19/2019	8	Quail Ridge Road North	Dead Vegetation	Vegetation	1/21/20	Closed
202	11/13/2019	7	Quail Ridge Road South	Dead Vegetation	Vegetation	1/6/20	Closed
203	11/13/2019	9	Quail Ridge Road South	Dead Vegetation	Vegetation	1/6/20	Closed

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0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
204	6/26/2019	7	Ranchero	Dead vegetation/tree	Vegetation	2/19/20	Mr. Mok is working with the City and the HOA and has addressed most of the dry vegetation. Mr. Mok is
205	9/24/2019	4	Ranchero	Dead Vegetation	Vegetation		Open
206	3/11/2020	4	Ranchero Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
207	11/6/2019	5	Reata Road	Short term Rental	Rental	1/8/20	On 11/04/19, received complaint of Air b and b.Sent out first Notice 12/08/19, with no response. On
208	3/11/2020	1	Reata Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
209	3/11/2020	5	Reata Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
210	4/6/2020	8	Reata Road	Dead Vegetation			Open
211	3/11/2020	5	Ringbit Road East	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
212	9/27/2017	4	Ringbit Road West	Spa construction	Illegal Construction	11/27/17	Applicant secured City approval
213	9/13/2018	1	Ringbit Road West	Interior improvements to stable w/o permits	Illegal Construction	10/25/19	No new construction, no further action needed. Case closed.
214	11/8/2019	1 or 2	Ringbit Road West	Bright lights entry of driveway	Lighting		Open
215	12/16/2019	5	Ringbit Road West	Unpermitted Structures	Permits	3/10/20	Closed
216	3/11/2020	6	Ringbit Road West	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
217	4/20/2017	2	Roadrunner	Check for Building Permit bounced	Illegal Construction	4/26/17	Closed
218	9/16/2016	3	Running Brand Road	"Drilling sound" reported	Nuisance	n/a	Source of noise identified and addressed. No additional noise complaints have been received.
219	8/23/2016	35	Saddleback Road	Terracing a slope to create vegetable beds with "keystone" walls	Illegal Construction	04/27/17	Keystone walls removed. Area restored.
220	11/15/2016	11	Saddleback Road	Grading without a permit	Grading	N/A	Vegetation only was being removed
221	1/1/2018	77	Saddleback Road	Illegal grading	Grading	2/1/18	Closed
222	2/6/2018	92	Saddleback Road	Dead Tree	Vegetation	10/16/19	Resolved, no dead vegetation. Unfounded.
223	2/14/2018	68	Saddleback Road	Dead Tree	Vegetation	11/20/19	Property owner cleared dead and alive tumbleweeds and dead vegetation. No further action
224	2/14/2018	88	Saddleback Road	Dead Tree	Vegetation	10/16/19	Resolved, Unfounded.

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
225	7/31/2018	80	Saddleback Road	Storage of a boat, materials, and story poles	Nuisance	7/31/18	Closed
226	7/31/2018	85	Saddleback Road	Dead vegetation along roadway next to utility pole	Vegetation	6/7/19	Has been resolved.
227	8/20/2018	77	Saddleback Road	Light glaring onto neighbors property	Lighting	8/20/18	8/20/18 Spoke to property owner who mentioned it was a 1-time event and lights were accidentally left on.
228	2/21/2019	58	Saddleback Road	Wire down	Illegal Construction	4/29/19	Resolved
229	5/16/2019	77	Saddleback Road	Noise	Noise	10/7/19	Resolved
230	5/24/2019	71	Saddleback Road	Gardening Shed	Plans/setbacks	5/27/19	Resolved
231	6/1/2019	77	Saddleback Road	Drainage	Drainage		Open
232	12/19/2019	75/76	Saddleback Road	Dead Tree	Vegetation	3/10/20	Closed
233	2/18/2020	35	Saddleback Road		Lighting		Open
234	2/18/2020	48	Saddleback Road		Lighting		Open
235	3/11/2020	6	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
236	3/11/2020	35	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
237	3/11/2020	50	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
238	3/11/2020	80	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
239	3/11/2020	86	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
240	3/11/2020	92	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
241	2/12/2019	1	Sagebrush	Dead tree	Vegetation	6/14/19	Closed
242	3/11/2020	1	Sagebrush	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
243	7/19/2016	19	Southfield Drive	Illegally burning wood	Nuisance	7/20/16	Property owner confirmed that no wood would be burned in the fire pit.
244	8/22/2018	2	Southfield Drive	Workers smoking	Nuisance	8/22/18	Left message with contractor who called back saying it will not happen again. Contacted complainant to

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
245	2/8/2019	19	Southfield Drive	Dead Trees	Vegetation	4/18/19	Closed
246	11/8/2019	19	Southfield Drive	Bright lights entry of driveway	Lighting		Open
247	1/27/2020	19	Southfield Drive	Lighting	Lighting		Open
248	3/11/2020	10	Southfield Drive	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
249	2/14/2018	4	Storm Hill Lane	Dead Tree	Vegetation	8/13/19	Closed
250	12/27/2016	15	Upper Blackwater Canyon Road	dirt across road, pile of dirt, hillside failure	Nuisance	1/9/17	Property owner complied with terms of Notice of Violation issued by LA County
251	2/14/2018	12	Upper Blackwater Canyon Road	Dead Tree	Vegetation	8/13/19	Closed
252	2/8/2019	11	Upper Blackwater Canyon Road	Dead trees	Vegetation	6/14/19	Closed
253	2/26/2019	15	Upper Blackwater Canyon Road	Dead Trees	Vegetation		Open
254	6/14/2019	14	Upper Blackwater Canyon Road	Dead vegetation	Vegetation		Open
255	3/11/2020	17	Wideloop	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
256	10/13/2016	9	Williamsburg Lane	Composting structures with no permits	Illegal Construction	11/9/16	Permits secured by owner
257	4/4/2018	5	Williamsburg Lane	Hardscape and pool demo.	Illegal Construction	4/5/18	Closed
258	2/14/2019	1	Williamsburg Lane	Dead Vegetation	Vegetation	8/13/19	RHCA advised me the property owner is in compliance. No further action needed, case closed.
259	10/21/2019	12	Williamsburg Lane	Trash		10/25/19	As of 10/25/19, case has been resolved no further action needed
260	3/11/2020	3	Wrangler	Expired Permits			A list of expired permits were provided by Building and Safety to

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
1	4/6/2020	3	Chuckwagon Road	Lighting			Open
2	4/6/2020	8	Reata Road	Dead Vegetation			Open
3	3/11/2020	1	Acacia Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
4	3/11/2020	1	Appaloosa Lane	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
5	3/11/2020	12	Bowie Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
6	3/11/2020	18	Bowie Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
7	3/11/2020	20	Buggy Whip	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
8	3/11/2020	19	Chuckwagon	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
9	3/11/2020	26	Cinchring Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
10	3/11/2020	34	Crest Road East	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
11	3/11/2020	91	Crest Road East	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
12	3/11/2020	7	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
13	3/11/2020	18	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
14	3/11/2020	24	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
15	3/11/2020	47	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
16	3/11/2020	48	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
17	3/11/2020	67	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
18	3/11/2020	73	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
19	3/11/2020	75	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
20	3/11/2020	76	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
21	3/11/2020	12	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
22	3/11/2020	17	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
23	3/11/2020	32	Eastfield	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
24	3/11/2020	12	Georgeff Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
25	3/11/2020	8	Hackamore Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
26	3/11/2020	10	Johns Canyon Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
27	3/11/2020	1	Lower Blackwater Canyon Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
28	3/11/2020	2	Lower Blackwater Canyon Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
29	3/11/2020	7	Lower Blackwater Canyon Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
30	3/11/2020	3	Middle Ridge Lane Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
31	3/11/2020	9	Middle Ridge Lane South	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
32	3/11/2020	8	Morgan Lane	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
33	3/11/2020	7	Outrider Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
34	3/11/2020	7	Packsaddle East	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
35	3/11/2020	2862	Palos Verdes Dr. N	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
36	3/11/2020	2900	Palos Verdes Dr. N	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
37	3/11/2020	2950	Palos Verdes Dr. N	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
38	3/11/2020	2958	Palos Verdes Dr. N	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
39	3/11/2020	2	Pheasant Lane	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
40	3/11/2020	11	Poppy Trail	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
41	3/11/2020	16	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
42	3/11/2020	17	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
43	3/11/2020	18	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
44	3/11/2020	20	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
45	3/11/2020	25	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
46	3/11/2020	65	Portuguese Bend Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
47	3/11/2020	2	Quail Ridge	Expired Permits			A list of expired permits were provided by Building and Safety to
48	3/11/2020	4	Ranchero Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
49	3/11/2020	1	Reata Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
50	3/11/2020	5	Reata Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
51	3/11/2020	5	Ringbit Road East	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
52	3/11/2020	6	Ringbit Road West	Expired Permits			A list of expired permits were provided by Building and Safety to
53	3/11/2020	6	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
54	3/11/2020	35	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
55	3/11/2020	50	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
56	3/11/2020	80	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
57	3/11/2020	86	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to
58	3/11/2020	92	Saddleback Road	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
59	3/11/2020	1	Sagebrush	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
60	3/11/2020	10	Southfield Drive	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
61	3/11/2020	17	Wideloop	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
62	3/11/2020	3	Wrangler	Expired Permits			A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
63	2/24/2020	27	Buggy Whip Drive	C & D	C & D	2/26/20	Closed
64	2/24/2020	17	Buggy Whip Drive	Unpermitted Structures	Illegal Construction	2/24/20	Closed
65	2/24/2020	20	Portuguese Bend Road	Unpermitted Structures	Illegal Construction	2/25/20	Closed
66	2/18/2020	35	Saddleback Road		Lighting		Open
67	2/18/2020	48	Saddleback Road		Lighting		Open
68	2/11/2020	7	Georgeff Road	Dead Tree	Vegetation		Open
69	2/6/2020	14	Buggy Whip Drive	Dead Tree	Vegetation		Open
70	1/28/2020	17	Crest Road East	Striping	Striping	1/28/20	Closed

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
71	1/28/2020	8	Crest Road East	Striping	Striping	1/28/20	Closed
72	1/27/2020	3	Packsaddle West	Lighting	Lighting		Open
73	1/27/2020	5	Packsaddle West	Lighting	Lighting		Open
74	1/27/2020	1	Pinto Road	Lighting	Lighting		Open
75	1/27/2020	2	Pinto Road	Lighting	Lighting		Open
76	1/27/2020	74	Portuguese Bend Road	Lighting	Lighting		Open
77	1/27/2020	19	Southfield Drive	Lighting	Lighting		Open
78	1/21/2020	59	Portuguese Bend Road	Dead Trees	Vegetation	3/13/20	
79	1/21/2020	66	Portuguese Bend Road	Dead Trees	Vegetation		Open
80	1/21/2020	62	Portuguese Bend Road	Dead Trees	Vegetation		Open
81	1/21/2020	53	Portuguese Bend Road	Dead Trees	Vegetation		Open
82	1/21/2020	64	Portuguese Bend Road	Dead Trees	Vegetation		Open
83	1/7/2020	1	Chuckwagon Road	Unpermitted Structures	Permits	1/16/20	
84	12/23/2019	4	Buckboard Lane	Drainage	Grading		Open
85	12/20/2019	5	Buggy Whip Drive	Unpermitted Structures	Permits		Open
86	12/19/2019	75/76	Saddleback Road	Dead Tree	Vegetation	3/10/20	Closed
87	12/16/2019	5	Ringbit Road West	Unpermitted Structures	Permits	3/10/20	Closed
88	12/11/2019	6	Chuckwagon Road	Dead Vegetation	Vegetation		Open
89	12/11/2019	6	Eastfield Drive	Dead Vegetation	Vegetation	1/14/20	Closed
90	12/11/2019	8	Hackamore Road	Permits	Permits		Open
91	11/19/2019	11	Buggy Whip Drive	Dead Vegetation	Vegetation	3/13/20	
92	11/19/2019	9	Buggy Whip Drive	Dead Vegetation	Vegetation	3/13/20	
93	11/19/2019	8	Quail Ridge Road North	Dead Vegetation	Vegetation	1/21/20	Closed
94	11/18/2019	7	Crest Road East	Dead Vegetation	Vegetation		Open
95	11/13/2019	5	Eastfield Drive	Dead Vegetation	Vegetation	12/11/19	Property owner cut down vegetation, no further investigation needed case closed.
96	11/13/2019	7	Quail Ridge Road South	Dead Vegetation	Vegetation	1/6/20	Closed
97	11/13/2019	9	Quail Ridge Road South	Dead Vegetation	Vegetation	1/6/20	Closed

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0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
98	11/8/2019	1	Packsaddle	Bright lights entry of driveway	Lighting		Open
99	11/8/2019	1	Pinto Road	Lighting on garage	Lighting		Open
100	11/8/2019	73	Portuguese Bend Road	Gazebo lighting	Lighting		Open
101	11/8/2019	1 or 2	Ringbit Road West	Bright lights entry of driveway	Lighting		Open
102	11/8/2019	19	Southfield Drive	Bright lights entry of driveway	Lighting		Open
103	11/6/2019	5	Reata Road	Short term Rental	Rental	1/8/20	On 11/04/19, received complaint of Air b and b. Sent out first Notice 12/08/19, with no response. On
104	10/29/2019	59	Eastfield Drive	Dead Vegetation	Vegetation	12/3/19	Property owner has cleared dead vegetation and is in compliance. No further action needed, case closed.
105	10/23/2019	1	Appaloosa Lane	Dead Vegetation	Vegetation	1/3/20	Case Closed, no further action needed.
106	10/23/2019	55	Crest Road East	tumbleweeds	Vegetation	11/7/19	Closed
107	10/21/2019	5	Chesterfield	Dead Tree	Vegetation	12/6/19	Property owner is in compliance, no further action needed case closed.
108	10/21/2019	12	Williamsburg Lane	Trash		10/25/19	As of 10/25/19, case has been resolved no further action needed.
109	10/16/2019	12	Caballeros Road	Dead Tree	Vegetation		Open
110	10/10/2019	25	Portuguese Bend Road	Dead Vegetation	Vegetation	4/6/20	Open
111	9/24/2019	16	Cinchring Road	Dead Vegetation	Vegetation		Open
112	9/24/2019	23	Crest Road East	Dead Vegetation	Vegetation	11/19/19	Resolved, no further action needed.
113	9/24/2019	4	Ranchero	Dead Vegetation	Vegetation		Open
114	9/4/2019	18	Cinchring Road	Dead Vegetation	Vegetation	1/8/20	Open
115	8/13/2019	2	Portuguese Bend Road	Dead Vegetation/tree/Maintenance	Vegetation	10/24/19	There was no violation, case closed.
116	8/12/2019	18	Poppy Trail	Permits illegal Trenching/retaining wall.	Excavation/ Digging/		Open
117	7/22/2019	1	Pinto Lane	Bright lights	Lighting	10/23/19	Code Violation has been resolved, no further action needed. Case Closed. Timer was changed for lighting.
118	7/22/2019	14	Portuguese Bend Road	Dead vegetation/tree	Vegetation	9/25/19	Dead vegetation has been removed, no further action needed. Case Closed.
119	7/18/2019	40	Eastfield Drive	plans and permit. Unpermitted wall inside setback.	Plans and permit		Property Owner addressing the violation.
120	7/11/2019	21	Buggy Whip Drive	Foundation	Illegal Construction		Property owner is clearing the trellis.
121	6/28/2019	1	Buggy Whip Drive	View	View	2/19/20	Corresponded sent to owner. Owner is addressing the violation.
122	6/26/2019	7	Ranchero	Dead vegetation/tree	Vegetation	2/19/20	Mr. Mok is working with the City and the HOA and has addressed most of the dry vegetation. Mr. Mok is
123	6/14/2019		Cal Water Property	Dead vegetation	Vegetation	10/17/19	Most of the vegetation has been cleared, I am in contact with the water company. As of 10/17/19, Cal

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
124	6/14/2019	2	Pheasant Lane/25 Portuguese Bend Rd	Dead Vegetation	Vegetation	9/25/19	Closed
125	6/14/2019	6	Pine Tree Lane	Dead Tree	Vegetation		Open
126	6/14/2019	14	Upper Blackwater Canyon Road	Dead vegetation	Vegetation		Open
127	6/4/2019	26	Crest Road East	Dead vegetation	Vegetation	1/27/20	Closed
128	6/3/2019	2	Cinchring Road	Bees	Animals	6/3/19	Closed
129	6/1/2019	77	Saddleback Road	Drainage	Drainage		Open
130	5/24/2019	5	Pine Tree Lane	Dead vegetation /construction	Vegetation	12/11/19	I inspected the property on 12/11/19, and property owner removed the dead tree. No further action needed, case closed.
131	5/24/2019	15	Portuguese Bend Road	Illegal Construction	Permits	10/25/19	As 10/25/19, I checked in with building department all permits have been obtained and are current
132	5/24/2019	71	Saddleback Road	Gardening Shed	Plans/setbacks	5/27/19	Resolved
133	5/23/2019	5	Chesterfield	Solar Panel/dry weed	Plans	10/18/19	Property owner has taken care of the glare, case will be closed once the
134	5/16/2019	20	Cinchring Road	Dead vegetation	Vegetation	6/7/19	Closed
135	5/16/2019	67	Portuguese Bend Road	Foundation Construction	Illegal Construction		Owner discussed with building department and safety.
136	5/16/2019	77	Saddleback Road	Noise	Noise	10/7/19	Resolved
137	5/3/2019	20	Cinchring Road	Dead Tree	Vegetation	6/7/19	Closed
138	5/3/2019	2	Crest Road East	Illegal Construction	Illegal Construction	5/22/19	Closed
139	5/3/2019		Morgan LN/ Johns Canyon	Water in street	Water	9/9/19	Closed
140	5/3/2019	14/15	Portuguese Bend Road	Tree	Vegetation	6/13/19	Closed
141	5/3/2019	2	Possum	feeding animals	Animals	10/24/19	Inspected the property for violation, violation unfounded. No further investigation case closed.
142	4/18/2019	8	Georgeff Road	Maintenance	Property Maintenance		Property owners are addressing all violations and keeping in contact via
143	2/26/2019	28	Chuck wagon Road	Dead tree	Vegetation	6/7/19	Closed
144	2/26/2019	49	Eastfield Drive	Illegal conversion of stable to Rec. rm.	Illegal Construction		Property owner is in the process of obtaining permits.
145	2/26/2019	15	Upper Blackwater Canyon Road	Dead Trees	Vegetation		Open
146	2/21/2019	26	Cinchring Road	Illegal Water Line (not to code)	Illegal Construction		Closed

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
147	2/21/2019	58	Saddleback Road	Wire down	Illegal Construction	4/29/19	Resolved
148	2/14/2019	1	Williamsburg Lane	Dead Vegetation	Vegetation	8/13/19	RHCA advised me the property owner is in compliance. No further
149	2/12/2019	34	Portuguese Bend Road	Tree branches down on property; tree branches in power lines	Vegetation		Utility company evaluating.
150	2/12/2019	1	Sagebrush	Dead tree	Vegetation	6/14/19	Closed
151	2/8/2019	4	Buckboard Lane	Noise indicating possible illegal construction	Nuisance	2/8/19	Noise was determined to be regular tree trimming and removal of
152	2/8/2019	4	Buckboard Lane	Screening of sports court	Screening	10/2/19	Property owner has installed many trees and vegetation to block the view of the ice rink from the
153	2/8/2019	12	Crest Road East	Excessive lights on barn and pathway	Lighting		Closed
154	2/8/2019	5	Johns Canyon Road	Illegal lighting	Lighting	8/13/19	Closed
155	2/8/2019	3	Packsaddle Road West	Screening of sports court and trellis	Screening	2/8/19	Closed
156	2/8/2019	2854	Palos Verdes Dr. N	Driveway changes	Illegal Construction	3/8/19	Closed
157	2/8/2019	19	Southfield Drive	Dead Trees	Vegetation	4/18/19	Closed
158	2/8/2019	11	Upper Blackwater Canyon Road	Dead trees	Vegetation	6/14/19	Closed
159	2/4/2019	3	Chuck wagon Road	Excessive lights; lights on gazebo, driveway and house	Lighting	9/25/19	Closed
160	2/4/2019	74	Portuguese Bend Road	Non Compliance	Lighting	7/15/19	Closed
161	2/4/2019	20	Portuguese Bend Road	Dead Tree	Vegetation	6/7/19	Closed
162	2/4/2019	21	Portuguese Bend Road	Dead Tree	Vegetation	3/15/19	Closed
163	2/4/2019	32	Portuguese Bend Road	Dead Tree	Vegetation	5/6/19	Closed
164	1/23/2019	4	Poppy Trail	Illegal Horse Trail Outdoor Storage	Storage	2/1/19	Closed
165	12/14/2018	24	Portuguese Bend Road	Dead Tree	Vegetation	8/13/19	Closed
166	9/13/2018	1	Ringbit Road West	Interior improvements to stable w/o permits	Illegal Construction	10/25/19	No new construction, no further action needed. Case closed.
167	9/12/2018	11	Georgeff Road	Dead Tree	Vegetation	10/22/19	I inspected the property on 10/22/19, and did not locate or see any dead vegetation. No further action needed,
168	8/22/2018	2	Southfield Drive	Workers smoking	Nuisance	8/22/18	Left message with contractor who called back saying it will not happen again. Contacted complainant to
169	8/20/2018	77	Saddleback Road	Light glaring onto neighbors property	Lighting	8/20/18	8/20/18 Spoke to property owner who mentioned it was a 1-time event and lights were accidentally left on.
170	8/8/2018	0	Poppy Trail	Storage of a boat, materials, and story poles	Nuisance	10/24/19	Under Construction. Property owner is in compliance. No further action needed, case closed.
171	7/31/2018	16	Buggy Whip Drive	Dead tree in the front yard	Vegetation	6/19/19	Closed
172	7/31/2018	80	Saddleback Road	Storage of a boat, materials, and story poles	Nuisance	7/31/18	Closed
173	7/31/2018	85	Saddleback Road	Dead vegetation along roadway next to utility pole	Vegetation	6/7/19	Has been resolved.

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
174	7/18/2018	63	Crest Road East	Construction vehicle parked on street w/o flagman	Vehicle	7/18/18	Closed
175	6/20/2018	2950	Palos Verdes Dr. N	Building buckling and slope failing	Health & Safety		Property owner is moving forward with permits.
176	6/20/2018	77	Portuguese Bend Road	Dead vegetation along trail	Vegetation	10/2/19	Closed
177	6/19/2018	1	Middle ridge Lane South	Illegal Construction	Illegal Construction	9/25/19	Closed
178	6/18/2018	3	Appaloosa Lane	Dead vegetation	Vegetation		Sent property owner a letter of dead vegetation and is addressing the violation.
179	5/24/2018	0	Chestnut Lane	Broken sprinkler causing water to run down street	Drainage	5/23/19	Closed
180	5/24/2018	3	Hummingbird Lane	Broken sprinkler causing runoff	Drainage	8/1/18	Closed
181	4/17/2018	19	Bowie Road	Trailer on street	Vehicle	5/8/18	Closed
182	4/17/2018	7	Chuck wagon Road	Trailer storage in front yard	Vehicle		Closed
183	4/11/2018	9	Open Brand Road	Light on all night	Lighting	4/12/18	Closed
184	4/5/2018	54	Portuguese Bend Road	Grading without a permit	Grading	4/5/18	Closed
185	4/4/2018	5	Williamsburg Lane	Hardscape and pool demo.	Illegal Construction	4/5/18	Closed
186	4/2/2018	17	Portuguese Bend Road	Retaining Wall	Illegal Construction	8/9/18	Closed
187	2/14/2018	1	El Concho Lane	Dead Trees	Vegetation	10/22/19	Dead vegetation removed as of 10/22/19. No further action needed, case closed.
188	2/14/2018	2	Appaloosa Lane	Dead Tree	Vegetation	9/4/19	Yolanta and I inspected property and there was no dead vegetation. No further action needed, case closed.
189	2/14/2018	20	Buggy Whip Drive	Dead Tree	Vegetation	12/11/19	Property owner addressed the violation, no further action needed.
190	2/14/2018	27	Buggy Whip Drive	Dead Tree	Vegetation	9/11/19	Closed
191	2/14/2018	17	Crest Road East	Dead Tree	Vegetation	11/21/19	Monitoring. Property owner has cleared the dead vegetation. No further action needed, case closed.
192	2/14/2018	29	Crest Road East	Dead Tree	Vegetation	9/24/19	Closed
193	2/14/2018	14	Johns Canyon Road	Dead Tree	Vegetation	10/16/19	Closed
194	2/14/2018	4	Middle ridge Lane South	Dead Tree	Vegetation	8/13/19	RHCA advised me the property owner is in compliance. No further
195	2/14/2018	6	Packsaddle Road East	Dead Tree	Vegetation		Open
196	2/14/2018	8	Pine Tree Lane	Dead Tree	Vegetation		Open
197	2/14/2018	19	Portuguese Bend Road	Dead Tree	Vegetation	8/13/19	Closed
198	2/14/2018	68	Saddleback Road	Dead Tree	Vegetation	11/20/19	Property owner cleared dead and alive tumbleweeds and dead vegetation. No further action needed.
199	2/14/2018	88	Saddleback Road	Dead Tree	Vegetation	10/16/19	Resolved, Unfounded.
200	2/14/2018	4	Storm Hill Lane	Dead Tree	Vegetation	8/13/19	Closed
201	2/14/2018	12	Upper Blackwater Canyon Road	Dead Tree	Vegetation	8/13/19	Closed
202	2/13/2018	30	Portuguese Bend Road	Bright pilaster lights	Lighting	2/13/18	Closed

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
203	2/7/2018	11	Bowie Road	Dead Tree	Vegetation	8/13/19	RHCA advised me the property owner is in compliance. No further action needed, case closed.
204	2/6/2018	1	Crest Road West	Dead Tree	Vegetation	8/19/19	Property Owner addressed the violation, no further action needed.
205	2/6/2018	25	Crest Road West	Dead Tree	Vegetation	10/24/19	As of 10/24/19, property owner is in compliance. No further action needed, case closed.
206	2/6/2018	4	Quail Ridge Road North	Dead Tree	Vegetation	12/2/19	Property owner has cleared dead vegetation and is in compliance. No further action needed, case closed.
207	2/6/2018	92	Saddleback Road	Dead Tree	Vegetation	10/16/19	Resolved, no dead vegetation. Unfounded.
208	1/29/2018	1	Packsaddle Road West	Bee Hives on Vacant Property	Animals	5/14/18	Owner of bees made aware that hives were on another resident's separate property. Bees properly
209	1/1/2018	77	Saddleback Road	Illegal grading	Grading	2/1/18	Closed
210	12/4/2017	15	Portuguese Bend Road	Trellis construction	Illegal Construction	10/25/19	On 10/25/19, all permits are current.
211	9/27/2017	4	Ringbit Road West	Spa construction	Illegal Construction	11/27/17	Applicant secured City approval
212	9/18/2017	4	Chuck wagon Road	Illegal grading	Grading	9/25/17	No illegal activity on property
213	9/18/2017	5	Lower Blackwater Canyon Road	BBQ/Outdoor Kitchen	Illegal Construction	10/2/14	Owner came into City Hall for a signature to secure a permit after being notified of violation
214	8/28/2017	23	Crest Road East	Illegal parking of construction vehicles	Vehicle	8/30/17	Vehicles removed
215	8/14/2017	14	Bowie Road	Re-roof without permit	Illegal Construction	10/12/17	Re-roofing permit signed off.
216	8/11/2017	1	Chuck wagon Road	Work being done on property without permits for plumbing, electrical, or mechanical	Illegal Construction	9/1/16	Closed
217	8/1/2017	8	Bowie Road	Concrete work and possibly caissons being constructed illegally; illegal construction, possibly involving pool	Permits		Sent property owner a letter of non compliance for permits. As of 10/30/19, plans are with HOA waiting
218	7/19/2017	3	Buckboard Lane	Complaint about a golf cart parked/being stored between 1 and 3 Buckboard	Vehicle	7/24/17	Closed
219	5/22/2017	15	Caballeros Road	Complaint that site under construction for 2 years with no work going on	Nuisance - Construction	5/23/17	Closed
220	5/11/2017	49	Eastfield Drive	Construction in front and side yards and construction of a tennis court	Illegal Construction	5/11/17	Closed
221	4/26/2017	27	Buggy Whip Drive	Check for Building Permit bounced	Illegal Construction	5/1/17	Closed
222	4/20/2017	2	Roadrunner	Check for Building Permit bounced	Illegal Construction	4/26/17	Closed
223	4/17/2017	38	Portuguese Bend Road	Letter to remove dead trees	Vegetation	10/16/19	Dead vegetation has been resolved.
224	4/13/2017	4	Buggy Whip Drive	Report of pool water, possibly not DE chlorinated, running down street	Drainage	4/13/17	Closed
225	2/2/2017	37	Chuck wagon Road	Illegal pathways and drainage	Illegal Construction	2/28/17	Closed
226	1/11/2017	25	Georgeff Road	Light post near driveway	Lighting	2/27/17	Light post was removed
227	1/5/2017	15	Portuguese Bend Road	Porta portable toilet visible from street	Nuisance - Construction	1/17/17	Resolved
228	12/30/2016	7	Crest Road East	bathrooms visible, dirt piles	Nuisance - Construction	Jan. 2017	Portable toilet was moved from the street; dirt piles were covered.

Comprehensive Code Enforcement Cases

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
229	12/30/2016	56	Eastfield Drive	Water in street	Drainage	12/30/16	Water in the street coming from the property; was from sprinklers. Owner was notified.
230	12/29/2016	27	Crest Road West	Construction restrooms visible from the street; parking complaints	Nuisance - Construction	1/4/17	Restrooms were moved and cars were parked in a manner that was agreeable to the City and RHCA
231	12/27/2016	15	Upper Blackwater Canyon Road	dirt across road, pile of dirt, hillside failure	Nuisance	1/9/17	Property owner complied with terms of Notice of Violation issued by LA County
232	12/22/2016	15	Bowie Road	Lights on all night and do not seem to be typical "holiday lights"	Lighting	Feb. 2017	Lighting was for holiday and was not operating in February. No additional complaints received.
233	11/15/2016	11	Saddleback Road	Grading without a permit	Grading	N/A	Vegetation only was being removed
234	11/8/2016	3	Appaloosa Lane	Limit frequency of watering and subsequent water runoff	Drainage	N/A	Property manager notified to turn down limit on watering mechanism. Property owner turned down watering
235	11/8/2016	19	Middle ridge Lane North	Illegal wood deck built	Illegal Construction	08/22/17	The original condition has been restored.
236	10/17/2016	10	Middle ridge Lane North	Illegal grading	Grading	Aug. 2016	City staff inspected property and found no violation (no unapproved grading had occurred)
237	10/13/2016	7	Acacia Road	house remodeled - items mainly in road easement: POD storage, lumber, dumpster; car parking overnight on	construction	3/29/18	Construction work completed and storage removed from roadway easement.
238	10/13/2016	9	Williamsburg Lane	Composting structures with no permits	Illegal Construction	11/9/16	Permits secured by owner
239	10/12/2016	70	Portuguese Bend Road	Lighting along driveway on every night.	Lighting	10/12/16	Lighting along the driveway is compliant with the code
240	9/20/2016	2	Eucalyptus Lane	Horse manure waste container in easement	Nuisance	04/19/17	9/20/16 Complaint received. 10/5/16 Letter sent to property owner. 4/19/17 Container removed from
241	9/16/2016	3	Running Brand Road	"Drilling sound" reported	Nuisance	n/a	Source of noise identified and addressed. No additional noise complaints have been received.
242	8/23/2016	35	Saddleback Road	Terracing a slope to create vegetable beds with "keystone" walls	Illegal Construction	04/27/17	Keystone walls removed. Area restored.
243	8/22/2016	9	Middle ridge Lane North	RV parking overnight on street	Vehicle	09/12/16	RV stored properly on private property
244	8/19/2016	26	Cinchring Road	Dirt dumped near canyon	Grading	09/30/16	Movement of dirt part of permitted development project
245	8/2/2016	21	Buggy Whip Drive	Railroad ties for walls along a graded pathway AND trellis in front setback	Illegal Construction	4/4/18	Trellis and RR ties removed. Hillside restored.
246	7/26/2016	18	Portuguese Bend Road	Building a wall near to pool and parking their car on roadway easement overnight	Illegal Construction	03/01/17	Property owner secured permits for wall to house pool equipment. Owner notified about parking requirements
247	7/22/2016	1	Middle ridge Lane South	Hooking water hose up to fire hydrant for construction	Nuisance - Construction	7/22/16	LA County inspector informed City that owner was approved to use hydrant for construction as long as
248	7/19/2016	1	Buckboard Lane	Basement construction and exterior wall demolition	Illegal Construction	7/22/16	Willdan inspector confirmed they are not building a basement and are renovating per plans.
249	7/19/2016	19	Southfield Drive	Illegally burning wood	Nuisance	7/20/16	Property owner confirmed that no wood would be burned in the fire pit.
250	7/18/2016	3	Outrider Road	Construction/demolition on house	Illegal Construction	7/18/16	Permits have been pulled.
251	7/13/2016	38	Portuguese Bend Road	Dumping of dirt and rocks and loose concrete into canyon	Grading	10/2/19	Under construction project not final
252	7/1/2016	15	Portuguese Bend Road	Trailer in front yard	Vehicle	7/26/16	RV was moved proper distance behind setback.
253	5/18/2016	6	Maverick Lane	Parking pad in easement	Vehicle	11/30/17	RHCA has granted permission for parking pads in easements it remains unpaved.
254	5/16/2016	17	Cinchring Road	Dead vegetation	Vegetation	8/20/19	Property owner is addressing dead vegetation and addressing the violation. Case closed as of 8-20-19

0	Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Date Resolved	Comments
255	4/8/2016	2	Crest Road East	RV's location of and recreational vehicles stored outdoor exceeds allowed number	Vehicle	11/28/17	The RV is properly located and the number of recreational vehicles stored outdoors is within limits of the
256	3/11/2016	1	Middle ridge Lane North	Pathway graded out	Grading	7/16/18	Conditions on the property have been resolved.
257	3/1/2016	38	Portuguese Bend Road	Stairs, walls, and water feature being built without permits. Slope remediation from dumping dirt.	Illegal Construction	10/25/19	Permits have been obtained work in progress. No further action needed, case closed.
258	2/3/2016	5	El Concho Lane	Light on garage and no trash enclosure; Security camera pointing at neighbor (4/14)	Lighting	8/31/16	All issues have been resolved.
259	1/25/2016	5	El Concho Lane	Excavation under house, wall, and grading without a permit and broken pipe	Illegal Construction	6/19/19	Plans and Permits submitted. Case Closed
260	1/5/2016	13	Portuguese Bend Road	Hose	Unknown	9/11/19	Art from HOA removed hose, case closed



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.B
Mtg. Date: 04/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: UPDATE ON ACTION PLAN WITH CALIFORNIA DEPARTMENT OF HOUSING AND DEVELOPMENT (HCD) TO RESPOND TO REVIEW COMMENTS ON THE CITY'S 5TH CYCLE HOUSING ELEMENT.

DATE: April 13, 2020

BACKGROUND:

On May 3, 2019, the City of Rolling Hills provided the California Department of Housing and Community Development (HCD) its plan of action to comply with the City's Regional Housing Needs Allocation (RHNA) obligations. The City provided milestones that it must meet during the 2019-2020 reporting period. This plan of action shows the City's commitment in finding ways to meet its housing obligations in a timely manner, see Attachment.

DISCUSSION:

The City's current Housing Element is non-compliant with HCD's affordable housing requirements. The City is required to provide suitable sites to accommodate 18 affordable housing units within its city limits. As part of the City's commitment to comply with HCD's requirements, the City has met all the milestones stated in its plan of action to date. Staff is continuing to explore zoning options to help identify suitable sites, review existing policies and revise accordingly, and research housing programs and establish applicable ones as necessary to have a compliant Housing Element.

One of the most recent options being explored is the use of Accessory Dwelling Units (ADU) to meet the City's RHNA obligations. The City recently amended Section 17.28 of the Municipal Code to meet new State housing laws regulating ADUs. The new housing laws encourage development of ADUs to increase housing supply in California and help alleviate the housing crisis. The City is currently

working with the City Attorney's Office and seeking other housing agencies' input on how to create programs that will meet HCD's requirements. Per the action plan, City staff is currently revising the Housing Element to address HCD's comments on the latest draft. Staff will include the proposed use of ADUs and incentive programs to meet the City's affordable housing requirements. Staff will submit the City's response to HCD in mid-April.

RECOMMENDATION:
RECEIVE AND FILE UPDATE.

ATTACHMENTS:

[05-03-19 HCD status and plan of action ltr.pdf](#)



May 3, 2019

Zachary Olmstead, Deputy Director
Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833

RE: City of Rolling Hills' 5th Cycle (2013-2021) Housing Element

Dear Mr. Olmstead:

I am writing to provide you with an update on the City of Rolling Hills' path toward compliance with the California Department of Housing and Community Development (HCD) requirements relating to the City's Housing Element.

On April 26, 2019, City staff, Yolanta Schwartz, Meredith Elguira, and I had a telephone call with Robin Huntley, Housing Policy Manager at HCD, to provide Ms. Huntley with an overview of how the City plans to comply with HCD's mandate to identify a viable site for affordable housing units. As discussed with Ms. Huntley, one parcel being considered is a 2.2-acre vacant parcel currently zoned single family residence. The City plans to re-zone the subject parcel to multi-family uses in order to meet the City's allocation for meeting the current and future affordable housing needs.

The telephone call with Ms. Huntley regarding the City's path toward compliance with the HCD requirements resulted in the following three actions for the City to take:

1. Provide proof of progress that re-zoning is moving forward (City has the option to implement an overlay zone); and
2. Provide a letter with benchmarks and progress updates (see table below for benchmark reporting period); and
3. Submit a Revised Housing Element.

Benchmark	Reporting Period
Progress on discussions with the property owners of the parcel and neighborhood meetings	4 th Quarter 2019
Zoning Options Update	2 nd Quarter 2020
Public Hearings	3 rd Quarter 2020

Submit Draft Revised Housing Element addressing all of HCD findings in the letter to the City dated May 30, 2014	3 rd Quarter 2020
Submit Revised Housing Element	4 th Quarter 2020

The City is committed to meeting the above listed benchmarks and the affordable housing requirements of HCD. If you have any questions, please do not hesitate to contact Ms. Yolanta Schwartz, Planning Director at (310) 377-1521.

Sincerely,



Elaine Jeng, PE
City Manager

cc: Robin Huntley, Housing Policy Manager, Housing Policy Division
Yolanta Schwartz, Planning Director