

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, July 13, 2020 CITY OF ROLLING HILLS 7:00 PM

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

Public Participation: City Hall will be closed to the public until further notice. A live audio of the City Council meeting will be available on the City's website (https://www.rollinghills.org/government/agenda/index.php). The meeting agenda is also available on the City's website (https://www.rolling-hills.org/government/agenda/index.php).

Members of the public may submit comments in real time by emailing the City Clerk's office at cityclerk@cityofrh.net. Your comments will become a part of the official meeting record. You must provide your full name but 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

OPEN AGENDA - PUBLIC COMMENT WELCOME 3.

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.

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.

APPROVAL OF MINUTES. 4.A.

RECOMMENDATION: Approve as presented.

03-09-20CCDraftMinutes FINALv9.docx

03-23-20CCDraftMinutes FINALv6.docx

03-30-20CCDraftMinutes FINALv6.docx

04-13-20CCDraftMinutes FINALv11.docx

04-13-20CCDraftMinutes Joint CC and PC FINALv10.docx

04-27-20CCDraftMinutesCC FINALv10.docx

06-04-20CCDraftMinutes Specialv5.docx

06-08-20CCDraftMinutesv6.docx

06-22-20CCDraftMinutesv2.docx

4.B. PAYMENT OF BILLS.

RECOMMENDATION: Approve as presented.

Payment of Bills.pdf

4.C. CONSIDER AND APPROVE RECOMMENDATION TO AMEND ROLLING HILLS MUNICIPAL CODE SECTIONS 9.44 AND 10.12 ON GATE GUARDS.

RECOMMENDATION: Direct staff to amend the Rolling Hills Municipal Code Sections 9.44 and 10.12.

LTR. TO CITY RE AMENDMENTS TO MUNI. CODE - GATE GUARDS - FINAL EDITION 2-10-2020.docx

4.D. APPROVE ECS IMAGING, INC. AND FILE KEEPERS, LLC FOR AS NEEDED ON-CALL SERVICES FOR SCANNING DOCUMENTS AND BUILDING PLANS.

RECOMMENDATION: Authorize the City Manager to execute a contract to digitize documents and building plans.

ECS Scanning Statement of Work proposal response.pdf File Keepars CityofRollingHills_ScanningRFP.pdf

5. COMMISSION ITEMS

6. PUBLIC HEARINGS

7. OLD BUSINESS

7.A. ACCEPT THE ROLLING HILLS COMMUNITY WILDFIRE PROTECTION PLAN (CWPP) AS COMPLETE, ACCEPT THE A HAZARD MITIGATION GRANT TO PREPARE A CWPP, AND DIRECT STAFF TO SUBMIT THE CWPP TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES AND FEMA FOR REVIEW AND APPROVAL.

RECOMMENDATION: Staff recommends that the City Council take the following actions:

- 1. Accept the CWPP as complete;
- 2. Accept the Hazard Mitigation Grant FEMA 4382, Project #PL0172, in the amount of \$123,750, to prepare a CWPP; and
- 3. Direct staff to submit the completed CWPP to CalOES and FEMA for review and approval.

CalOESAwardLetter2020-07-02.pdf

4382-172-25P Rolling Hills HMP Apprvl Ltr.pdf

NEMIS Project Management Report.pdf

NEMIS Obligation Report-sup18.pdf

Standard HMGP Conditions.pdf

CWPP Draft 2020-06-12 v13 final draft CityCouncil.pdf

7.B. CONSIDER AND APPROVE AN AMENDMENT TO THE LEASE AGREEMENT WITH THE ROLLING HILLS COMMUNITY ASSOCIATION.

RECOMMENDATION: Staff recommends that the City Council approve an amendment to the lease agreement with the Rolling Hills Community Association to reduce the rent amount for the period between July 1, 2020 and June 30, 2023.

RHCA 2018-2028SignedAgreement.pdf

Amendment to Lease with Association (2020)-c1_v2_2020-07-07.docx City- Approved Amendment 6.30.20.docx

7.C. CONSIDER ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO REPLACE, IN THE EVENT OF FAILURE, THE EXISTING SEPTIC TANK SERVING THE MAIN GATEHOUSE.

RECOMMENDATION: Staff recommends that the City Council deny the Rolling Hills Community Association's request to replace the existing septic tank and recommend increasing maintenance of the septic tank.

 $2020-05-26_StaffReport_7A_RHCAReplaceSepticTankEmergency.pdf \\ 20-05-20__Lttr_from_KristenR_regarding_the_septic_tank_replacement.pdf$

7.D. CONSIDER AND APPROVE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE PENINSULA CITIES AND THE PALOS VERDES PENINSULA SCHOOL DISTRICT TO CONTINUE TO COST SHARE TWO SCHOOL RESOURCE OFFICERS FOR THREE YEARS COMMENCING ON AUGUST 1, 2020.

RECOMMENDATION: Staff recommends that the City Council approve the amended MOU.

Amendment to MOU for School Security Officer-c1.DOCX -- Wynder Comments.DOCX RPV Signed Copy SRO MOU.pdf

MOUForSchoolSecurityOfficers.pdf

Amendment to MOU for School Security Officer.pdf

7.E. CONSIDER AND APPROVE THE TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY TO RECEIVE SAFE, CLEAN WATER PROGRAM MEASURE W LOCAL RETURNS.

RECOMMENDATION: Staff recommends that the City Council approve a transfer agreement with the Los Angeles County to receive Measure W funds and authorize the City Manager to execute the agreement.

RH_SCW_Expenditure_Budget_FY2021revised.pdf 2020MP64 Rolling Hills.pdf

7.F. CONSIDER LAYOUT OPTIONS TO BRING EXISTING RESTROOMS AT CITY HALL TO COMPLY WITH ADA CODES, AND SELECT A DESIGN OPTIONS TO CONTINUE THE DEVELOPMENT OF CONSTRUCTION PLANS.

RECOMMENDATION: Staff recommends that the City Council review additional information relating to layout options 1 and 3.5 and select an option to continue the development of construction plans.

rolling hills city hall option1 202006008 Layout1 (1).pdf

rolling hills city hall option2 202006008d Layout1 (1).pdf

20200704 rhada OPTION 1 2.pdf

20200612 Council paritition revised.pdf

Staff Reports.pdf

20200509 rollinghills costestimate10.pdf

8. NEW BUSINESS

8.A. RECEIVE AND FILE CERTIFICATION FOR FUNDING SUBMITTED TO THE DEPARTMENT OF FINANCE FOR ALLOCATION OF FEDERAL CARES ACT FUNDING THROUGH THE STATE FOR COVID-19 RELATED EXPENSES.

RECOMMENDATION: Staff recommends that the City Council receive and file the certification for funding submitted to the Department of Finance for CARES Act funding to offset COVID-19 related expenses.

CRF01-Local_Government_Certification_Form_RollingHills_signed.pdf City_Funding_Table.pdf Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf

8.B. RECEIVE AND FILE COVID-19 RELATED ADMINISTRATIVE REGULATIONS; CONSIDER AND APPROVE CONTRACT AMENDMENT WITH EXECUTIVE-SUITES FOR JANITORIAL SERVICES TO INCLUDE CLEANING PROTOCOLS AS REQUIRED BY LA COUNTY HEALTH DEPARTMENT TO PREVENT THE SPREAD OF COVID-19; AND CONSIDER AND APPROVE AN ON-CALL INDUSTRIAL HYGIENIST TO VALIDATE CLEANING PROTOCOLS WERE IMPLEMENTED PROPERLY.

RECOMMENDATION: Staff recommends the City Council take the following actions:

- 1. Receive and file Administrative Regulations dated July 7, 2020;
- 2. Approve an amendment with Executive-suites to continue to provide janitorial services for City Hall with cleaning protocols required by LA County Health Department to prevent the spread of COVID-19; and
- 3. Approve an on-call industrial hygienist to validate, in the event of an infection or outbreak, that cleaning and sanitizing of City Hall were implemented according to the standards specified by relevant agencies.

1-2020.07.01_HO Order_COVID-19_Safer at Work and in the

Community updatedappendices.pdf

- 1-Appendix A-Reopening Social Distancing 06-29-2020.pdf
- 1-AppendixD-Reopening OfficeBasedWorksites 07-08-2020.pdf
- 1-cleaningMatrix-c1.PDF
- 1-AdminPolicyCityResponseWorkplaceToCOVID-19-c1 2020-07-07.pdf
- 2-Amendment to Executive Suite Custodial Services Agreement-c1 2020-07 clean.pdf
- 2-2016.06.15 Executive Suites Services, Inc. Agreement.pdf
- 3-Cover Letter 0322 General Disinfection.pdf
- 3-COVID-19 disinfection summary.pdf
- 3-General_Work_Plan Reducing Surface Bacteria.pdf
- 3-Ellis Proposal 3995 City RHE 2 Portuguese Bend Rd surface bacteria mon.pdf

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

10. MATTERS FROM STAFF

10.A. FIRE FUEL ABATEMENT ENFORCEMENT CASES QUARTERLY REPORT FOR THE SECOND QUARTER OF 2020 (APRIL 1 THROUGH JUNE 30).

RECOMMENDATION: Receive and file.

Item 10A Attach Open Code Cases 2020 Alphabetical.pdf

Item 10A_ Attach Open Code Cases 2020 Chronological-1.pdf Item 10A_ Attach Closed Code Cases 2020 Chronological.pdf Item 10A_ Attach Closed Code Cases 2020 Alphabetical.pdf

11. ADJOURNMENT

Next regular meeting: Monday, July 27, 2020 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

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: 07/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES, ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVAL OF MINUTES.

DATE: July 13, 2020

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

03-09-20CCDraftMinutes FINALv9.docx

03-23-20CCDraftMinutes FINALv6.docx

03-30-20CCDraftMinutes FINALv6.docx

04-13-20CCDraftMinutes FINALv11.docx

04-13-20CCDraftMinutes Joint CC and PC FINALv10.docx

04-27-20CCDraftMinutesCC FINALv10.docx

06-04-20CCDraftMinutes Specialv5.docx

06-08-20CCDraftMinutesv6.docx

06-22-20CCDraftMinutesv2.docx

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE

CITY OF ROLLING HILLS, CALIFORNIA MONDAY, MARCH 09, 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 7:02p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer and Wilson.

Councilmembers Absent: Black.

Others Present: Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning and Community Services Director.

Yohana Coronel, City Clerk. Michael Jenkins, City Attorney. Alfred Visco, 15 Cinchring Road. Abas Goodarzi, 2 Wrangler Road. Marcia Schoettle, 24 Eastfield Drive. Susan Sleep, 5W Ringbit Road West. David McKinnie, 3 El Concho.

Brian Wells, Los Angeles County Fire Department.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Alfred Visco, 15 Cinchring Road, provided an update on a February 17th Fire Council Letter he submitted to the City Council. He requested that the Council receive a presentation from the California Fire Safe Council at the City Council meeting in April.

Mayor Mirsch asked Mr. Visco if the Association was willing to receive the presentation from the California Fire Safe Council.

Mr. Visco replied that the Association would attend the City Council Meeting for the presentation.

Abas Goodarzi, 2 Wrangler Road, reported property damages due to stormwater discharge. He informed the city of the problem in 2006 and nothing was done. He recently learned that the Association was looking into the matter but postponed action to seek a legal opinion. The stormwater discharge from the roadway eroded a slope area on his property. He stated that he would continue to follow up with the Association and hopes for a resolution. He requested that the Council make drainage a budget priority because he feels drainage is a more serious issue than utility undergrounding.

4. <u>CONSENT CALENDAR</u>

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 JANUARY 25, 2020, REGULAR MEETING OF JANUARY 27, 2020, AND REGULAR MEETING OF FEBRUARY 24, 2020.

RECOMMENDATION: APPROVE AS PRESENTED

B. PAYMENT OF BILLS.

RECOMMENDATION: APPROVE AS PRESENTED

C. CONSIDER AND APPROVE RESOLUTION 1250: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS AS PROVIDED BY SECTION 34090 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

RECOMMENDATION: APPROVE AS PRESENTED

Councilmember Dieringer asked to hold item 4A to the next City Council Meeting.

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

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

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

5. <u>COMMISSION ITEMS</u>

NONE.

6. **PUBLIC HEARINGS**

NONE.

7. <u>OLD BUSINESS</u>

NONE.

8. NEW BUSINESS

A. CONSIDER AND APPROVE A PETITION FOR THE FORMATION OF AN ASSESSMENT DISTRICT FOR CERTAIN PUBLIC WORKS IMPROVEMENTS, TOGETHER WITH APPURTENANCES,

APPURTENANT WORK AND ACQUISITION, WHERE NECESSARY, IN A SPECIAL ASSESSMENT DISTRICT KNOWN AND DESIGNED AS UNDERGROUNDING UTILITY ASSESSMENT DISTRICT NO. 2020-1 (EASTFIELD DRIVE UTILITY IMPROVEMENTS).

City Manager Elaine Jeng reported on the completion of the Eastfield Utility Undergrounding project and that the necessary easements were provided to Edison. Edison has released the design plans for construction bids. The project is proceeding out of order. The formation of the assessment district should have taken place first, followed by design. The process to form an assessment district requires approvals from the property owners. According to city guidelines, 60% participation is mandated to form an assessment district. This translates to a requirement of 60% of total acreage within the proposed district.

Mayor Mirsch inquired about the dollar amount most appropriate to sell a bond to pay for the cost of undergrounding.

City Manager Jeng said that the cost could be paid for by the property owners in cash, or by selling a bond or financing through a private bank. Property owners have 30 days to determine the method of payment and if financing is selected, the amount to finance would be determined during that period. Depending on the amount to be financed, the Bond Counsel and Assessment Engineer will advise on the path forward.

Councilmember Wilson asked if there were other projects looking to form an assessment district.

City Manager Jeng said that there is the El Concho project supported by David McKinnie and Clint Patterson. The proponents held neighborhood meetings to solicit interest.

Mayor Mirsch opened the item for public comment.

Mr. Goodarzi asked for the amount of monies the City will contribute to the project.

City Manager Jeng said the City contributed about 1/3 of the design expenses totaling \$35,882 as indicated on page 42 of the staff report. No other contributions by the City will be made to the project.

Mr. Goodarzi stated that he currently has drainage problems and does not feel that undergrounding should be a priority. Unlike drainage issues, Mr. Goodarzi can call Edison and work with the utility company to underground utilities. He attended two meetings on the Eastfield Utility Undergrounding project and the city's contribution to the project is continuous.

Mayor Mirsch said that she appreciated Mr. Goodarzi's concern for the City's Finances. She assured him that the Council is concerned about drainage as well. The current Council, along with previous Councils, see undergrounding as a benefit to the City and the community. The City may budget \$100,000 each year for utility undergrounding, but that does not mean the City will spend the full allocation. She referenced the staff report and highlighted that the Council is capped at \$35,000 for the project. If the project cost should increase, the assessment district must

supplement. The City offers seed money as an incentive to encourage residents to form districts for undergrounding projects. This is something the Council has been doing for some time and this was the first group to progress this far. This does not mean undergrounding is more important than drainage.

Mr. Goodarzi asked if the City will recoup the contribution.

Mayor Pro Tem Pieper said the City does not intend to recover this cost. The Council is financially conservative and is very careful about spending the residents money. He stated that the property owners for the Eastfield Utility Undergrounding project spent a lot of money and energy to move the project forward. The Association and the City decided to pay a third of the project design with the residents paying the remaining third to see if they can get the project off the ground. The completion of this project would make the City look better and increase property values. He understood Mr. Goodarzi has a drainage issue and assured him that it was something that the Council has discussed. He also pointed out that Mr. Goodarzi was talking about issues that involve private property and roads. The drainage issue has come up in previous Council meetings and has been flagged as a priority by the Council. He assured Mr. Goodarzi that the Council was listening to his concerns, but he also wanted to point out that undergrounding and drainage are two separate issues.

Mr. Goodarzi stated that he understood the Mayor's points and noted that undergrounding only adds value to properties once reassessed.

Mayor Mirsch said that the removal of poles and undergrounding overhead wires do add value to the community. The streets that have undergrounded utility lines and poles look better. If money was not an issue the entire network of overhead lines in the city would have been undergrounded. She further stated that previous Councilmembers expressed the same sentiment.

Marcia Schoettle, 24 Eastfield Drive, said the City's support helped her gain participation in the project.

Susan Sleep, 5 W. Ringbit Road West, said that she does not live anywhere near Eastfield, but the big heavy overhead lines devalue the entire city. She further stated that she would gladly contribute to the Eastfield project because it helps the entire city.

Mr. Goodarzi added that if the concern was safety then why not add lights to the existing poles for safer roads. Having poles in the community add value because Edison and the utility companies must provide maintenance for the trees around the poles. He stated that undergrounding benefits the utility companies and furthermore the City should leverage them to provide landscaping and maintenance services.

Mayor Mirsch thanked Mr. Goodarzi for his comments.

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

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

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

B. CONSIDER AND DISCUSS A POLICY FOR CITY CONTRIBUTION TOWARD UNDERGROUNDING OF OVERHEAD WIRES AND POLES THAT ARE NOT A PART OF ASSESSMENT DISTRICTS.

City Manager Jeng stated that this item was to discuss setting a policy for undergrounding single utility poles. The Council set a policy for city contribution to assessment district projects. The policy and procedures provided clarity to the residents that were considering forming an assessment district. Single poles, however, have been handled on a case-by-case basis. Establishing a policy for utility undergrounding not a part of assessment districts would be helpful to residents, and be more efficient in processing contribution requests.

City Manager Jeng reviewed recent non assessment district utility undergrounding projects. The most recent project that received contribution was a utility pole on 38 Saddleback. The City Council approved a contribution of approximately 10% of the overall project cost or \$3,295. She highlighted other utility undergrounding projects that received City contribution. In reviewing various projects, the City Council based contribution amounts on overall cost, RHCA's contribution amount, or the percentage of SCE engineering cost.

City Manager Jeng also sought clarity on the process of payouts. For one project, Council approved the payout upon 75% completion. She pointed out that prescribing a particular percent of a project is difficult to measure if it is not 100%. The staff consulted with the legal department regarding the City's contribution to a single party. It was determined that any city contribution must have a public benefit.

Mayor Mirsch opened the item for public comment.

David McKinnie, 3 El Concho, suggested to collaboration with Edison to get a good estimation of the engineering cost. Once that amount is defined, then the City could decide how much to contribute.

Mrs. Sleep stated that she had intended to remove three utility poles along Ringbit Road West, but in talking with her neighbor Mr. Shumaker, they decided that it was best to divide and conquer. She stated that Mr. Shumaker was assigned pole A and B, and she was assigned pole C. She then informed the Council that the pole assigned to her does not affect her view but affects her neighbors, Mr. Joe Hummel, and Mr. Charlie Shumaker. She also added that the pole assigned to her is in her driveway. Her pole is at the end of the line and that she already paid for engineering cost, totaling \$6,600.00. The Association had written her a check for \$2,250, a 1/3 of the cost. The cost to tear up the street for the removal of a single pole was \$22,500.00 and she did not include this amount in the engineering cost for reimbursement.

Mr. Goodarzi stated that he would reach out to Edison executives to see if there was a way for the

City to receive credit for the preventative maintenance measures they have taken by doing undergrounding.

Mayor Mirsch closed the item from public comments.

Mayor Pro Tem Pieper expressed an issue with demonstrating community benefit from removing a single pole. He commented that the removal of a pole could help with fire mitigation. There is a huge difference between a single pole and a feeder line pole that powers an entire area. Mayor Pro Tem Pieper suggested to set a flat contribution amount per pole but noted the difficulty is setting the amount as every pole is different.

Mayor Mirsch stated that she supports setting a policy to provide clarity to residents.

Councilmember Dieringer stated that the City does not have money to fund the removal of all the poles. She also was concerned about the legal problems involved with city funding for the removal of all poles. She did not think that the Council can come up with a flat contribution amount. The Council made different decisions on each pole because each pole and circumstance were different. She suggested that the Council develop funding criteria considerations and encourage people to apply before the project begins. This would allow the Council to evaluate the project, find out how many people the project would serve, and determine if there is a community benefit.

Mayor Mirsch stated that she agreed with everyone's points of view. She agreed that assessment districts clearly define project cost and community benefits. She did not support a flat contribution amount per pole. She stated that if the Council considered reimbursing a portion of the project cost, it would have to be based on that project. She then requested counsel's position.

City Attorney Michael Jenkins stated that he was not sure. He informed the Council of two options. They could review each project on a case-by-case basis. The advantage of the case-by-case approach is that the Council could look at individual facts to determine if it would produce a benefit (i.e. fire or esthetic). The disadvantage is that it is more time consuming and does not provide the kind of incentive the Council wants to give applicants. The question becomes how does the Council create a generic policy. Can the Council arrive at a broad conclusion that the elimination of every single pole would produce a community benefit that would be equal? He stated that there would be an equality issue in determining which pole removal would be more beneficial to the community. For example, a pole in an obscure area versus a pole that is highly visible. The Council could create a policy and create some criteria. Some poles may meet all the criteria; some may only meet half the criteria. He suggested that if a pole only meets half the criteria then that pole would then only receive half of the contribution. This is one way to bring consistency rather than have the Council deal with it on a case-by-case basis.

Mayor Pro Tem Pieper suggested discussing the matter at the joint meeting between the City Council and the Planning Commission in April. He suggested that the Council come up with something repeatable that will address 90% of the projects. He proposed that applicants can appeal to the City Council if needed. He does not think staff should decide if a pole is a fire issue or a view obstruction.

Councilmember Dieringer stated that further discussion was needed in order to develop ideas.

Mayor Mirsch asked if the Council wanted to form an Ad Hoc Committee to further research the issue. She was interested if anyone cared to join her.

Mayor Pro Tem Pieper moved that the City Council form an Ad Hoc Subcommittee with Mayor Pro Tem Pieper and Mayor Mirsch as members. Councilmember Wilson seconded the motion and the motion passed by voice vote as follows:

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

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

C. CONSIDER A REQUEST FOR CITY CONTRIBUTION TO UNDERGROUND A SINGLE UTILITY POLE AT 5 RINGBIT ROAD WEST.

Planning and Community Services Director Meredith Elguira gave a PowerPoint presentation of a request for city contribution to the undergrounding of a single pole at 5 Ringbit Road West. The request was submitted by Susan Sleep on February 4th. Director Elguira spoke with Southern California Edison (SCE) and they informed her that permits for this project were issued on March 3rd, 2020. The project is expected to be completed within 45 days of the issued permit. Ms. Sleep's pole is part of a larger project but no letters of support were received by staff. She added that Mr. Shumaker was also proposing to remove 2 poles. The SCE project planner said that the Sleep project is an outlier because the pole is small and it is an end pole. The invoice submitted by Ms. Sleep showed pulling of the cable, labor, and project materials, but no design cost.

Councilmember Dieringer asked staff to confirm that letters of support were requested from the applicant and none were received.

Director Elguira stated that Councilmember Dieringer was correct and added that the applicant referred staff to the Shumaker's project to locate letters of support. The bigger project had the support of other residents including Mr. Shumaker and the adjacent neighbor. When Director Elguira visited the site with Mr. Shumaker, SCE, and a potential contractor, two residents were present to support the bigger project.

Mayor Mirsch opened the item for public comment.

Ms. Sleep stated that she was not sure why the Council was trying to reinvent the wheel. The Association had already offered reimbursement of 1/3 of the engineering cost to her project. She has an email from the City dated August 18th stating that City has been contributing 1/3 to engineering cost and it was her understanding that this was encouraged by the City. She does not understand why this is so difficult; the hoops to go through for reimbursement were not encouraging. She informed the Council that COX and Frontier have already run lines at no cost. If a 1/3 of the engineering cost was paid by the Association and correspondences with the Mayor

stated that the City has been covering a 1/3 of project cost, then why was the Council making the matter complicated. She suggested that the Council continue to pay 1/3 of the engineering cost. In reference to an earlier agenda item, Ms. Sleep expressed that the reimbursement amount should be determined by the work involved to remove the pole not the value someone attributes to the view or fire hazard or else cap the amount at \$2,500 per pole. The Council was complicating the issue and making the process difficult. She already paid the invoice and would continue with the project either way. She added that removing pole A and B would be nice and it would be nicer if her neighbors received support from the City since they are investing a large amount of money. Ms. Sleep advised that she is willing to contribute her requested reimbursement to the Eastfield project because that project would benefit the whole city.

Mayor Mirsch reiterated that the Council encourages these projects and that was the purpose for the discussion. The Council's policy is to pay for a 1/3 of the engineering cost for assessment districts. When she replied to Ms. Sleep's email in August and Mrs. Sleep indicated "many neighbors" the Mayor thought she was talking about an assessment district.

Ms. Sleep spoke with Edison and said that it was too difficult to form a district. She thought that if each neighbor removed a pole, then the whole street would be done. It was not practical to create an assessment district with a bond. Joe Hummel, the Shumakers, and the Kirkpatricks all agreed that they wanted the poles removed. The group confirmed that they are all willing to contribute, but that participating in an assessment district would be too cumbersome. Ms. Sleep estimated that if each person removed a pole, the cost would end up being about same as participating in an assessment district.

Mayor Mirsch advised that Ms. Sleep's request would now be under the purview of the Ad Hoc Committee and that the Council had enough information to consider her case.

Mayor Pro Tem Pieper explained that these are public funds and the City must follow certain protocols. Until recently, the City donated to larger groups because of the benefit to the entire City. Ms. Sleep's project involved a single pole at the end of a street and the Council had to have a conversation to decide if they can prove that the pole removal provides a community benefit. He agreed that it is a drawn-out process but there are multiple steps that need to happen. He stated that the City strives to make all processes easy for the residents. He thanked her for undergrounding the pole.

Ms. Sleep insisted that this was not a new issue and that the Council had seen this issue before. She suggested that the Council review the Hackamore case because it was a single pole project as well.

Mr. McKinnie stated that there were two key issues before the Council. The first issue is the use of public funds. The second issue is considerations to determine a contribution amount. He indicated that he was not clear regarding the composition of the \$6,700 bill. Did the invoice include design or construction? He stated that the invoice was hard to read because it was blurry and listed labor, materials, and other items. It appeared that the bill might be for the whole project. He did not believe the Council had all the necessary information.

City Attorney Jenkins interjected to say that this was not a good use of the time. A member of the public was constantly talking out of turn. He then noted that a speaker was testifying while reading a document for the first time. He suggested that staff provide comments on whether the Council was ready to go forward with the issue.

City Manager Jeng stated that staff reviewed all the documents submitted by Ms. Sleep. City Manager Jeng proceeded to review the invoice that Mr. McKinnie questioned. She stated that there was a line item for design but it showed zero cost. There were labor, materials, and other items listed characterizing Edison's fieldwork. She pointed out that cost was not for design but rather for Edison's labor. The pole had not been removed and staff confirmed this status with Edison. The Council generally stipulated that a pay out of the city's contribution occurs after project completion. Since the pole is still standing, City Manager Jeng recommended that the Council not contribute to the project at this time. She recommended that the Council reconsider once the Ms. Sleep demonstrates that the pole has been removed.

Councilmember Dieringer stated that everything must be considered as a whole and that she does not believe that the Council has all the information or knowledge regarding the criteria that the Council should apply for contribution. Past projects are being referenced as a policy and that should not be the case because the Council did not treat it that way. Councilmember Dieringer wanted more information before voting on the item.

Mayor Pro Tem Pieper stated that the Council needs to establish a policy.

Councilmember Dieringer moved that the City Council table the item until the Ad Hoc Committee recommends a policy and confirms the cost of Ms. Sleep's project, and that the utility pole has been removed. Mayor Pro Tem Pieper seconded the motion and the motion passed by voice vote as follows:

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

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

The City Council recessed at 8:25pm.

The City Council reconvened the regular meeting at 8:31 p.m.

D. CONSIDER AND DISCUSS RESTRICTING THE PLANTING OF SIX HIGH HAZARD PLANTS PER LOS ANGELES COUNTY FIRE DEPARTMENT READY! SET! GO! PROGRAM.

City Manager Jeng reported on coordination activities with LA County Sheriff's Department, LA County Fire Department, the Block Captains and the Association on releasing a draft copy of the Community Wildfire Protection Plan (CWPP). The CWPP is meant to be an action plan that the community can use to mitigate wildfire. One mitigation measure is to restrict the planting of six high-hazard plants listed in the Ready! Set! Go! Brochure produced by the Fire Department. City

Manager Jeng introduced Brian Wells from the Fire Department to answer questions. City Manager Jeng stressed that the recommendation to restrict planting of the high hazard plants does not mean the removal of existing plants in the community.

Mayor Mirsch stated that the Association currently has a Landscape Committee that is also addressing this type of issue. She again reminded everyone that this discussion had nothing to do with the existing plants in the community. The proposal before the Council was to consider a restriction to these plants going forward.

Councilmember Dieringer stated that when the Fire Department came to inspect her property, she inquired about a palm tree. She clarified that she did not plant the palm tree but asked the Fire Department if the palm tree presented a problem. They informed her that the plant was not a problem and that it was fine where it was. She then stated that she wondered if the Ready! Set!Go! Brochure reflects a well researched policy against palm trees and why there would be inconsistent information.

Brian Wells, Los Angeles County Fire Department, introduced himself and stated that he had 10 years of experience working in Rolling Hills. Mr. Wells said that the presence of palm trees is not necessarily bad but rather the dead palm fronds underneath are the problem. He stated that he was not aware of the condition of the palm tree Councilmember Dieringer was referring to but perhaps the Fire Department was able to determine that the palm tree was healthy and did not present a problem during their inspection.

Councilmember Dieringer asked Mr. Wells if parts of the tree were dead or if they were poorly maintained would that be considered a fire issue. She also asked if there was data available to support the claim that the plants listed in the Fire Department brochure are high hazard.

Mr. Wells agreed and highlighted page 4 of the Ready!Set!Go! Brochure that states "special attention should be given to the use and maintenance of ornamental plants known or thought to be high-hazard plants when used in close proximity of structures". Mr. Wells noted fire safety concerns when these plants are placed too close to structures and unmaintained. Mr. Wells stated that he would have to defer her inquiry on the high hazard plants to their Forestry Division and that he would also follow up with Chief Hale on available data to support the statements made in the brochure.

Mayor Pro Tem Pieper asked if a healthy Eucalyptus tree would catch fire. He also inquired if restricting the identified plants would be beneficial or overkill for the City.

Mr. Wells said that Eucalyptus could receive embers and it would depend on the location of the ignition. Mr. Wells noted restricting the planting of high hazard plants would beneficial for the City.

Councilmember Wilson asked about the distinction between an Acacia tree and an Acacia shrub.

Firefighter Wells stated he would have to consult the Forestry Division and report back.

Councilmember Dieringer asked about the note on page 4, which suggests that homeowners pay attention to the use and maintenance of these types of plants when used in proximity of a structure. The brochure does not say these plants should never be planted.

Mr. Wells stated that Councilmember Dieringer was correct and that the fire issue had to do with maintenance and the upkeep of those plants.

Mayor Mirsch opened the item for public comment.

Alfred Visco, 15 Cinchring Road, advised that page 4 of the brochure also included Cedar, Cypress, and Italian Cypress. He stated that it was obvious that the brochure was inconsistent and that it was written as a general guide and not for Rolling Hills. Eucalyptus and Pine trees produce essential oils. Pine tree essential oils are terpenes, which is essentially turpentine. Eucalyptus produce essential oils consistent with Pine trees. The problem with Eucalyptus trees is that it does not need a very high temperature before it starts off-gassing its oils. It creates a fog of these highly flammable oils over itself and this is how crown fires occur in these trees. He stated that trees should be properly maintained but the problem is that a lot of these trees are not close to the roads, they are not close to houses and therefore are not being properly maintained. Palm trees have fatty oils with thyglisceral, which are not nearly as flammable as the essential oils but are still flammable. He stated that he knows this because he was in the natural fats, oils, and processing business before he became an attorney. Palm trees are a problem as well because their leaves are horizontal and are more prone to catching the falling embers than a properly maintained Eucalyptus or Pine tree. He added that he had not done any research on Juniper or Pampas Grass and therefore would take the Fire Department's recommendations that both plants are high-hazard and should not be planted. Furthermore it was his opinion that it had nothing to do with structures but rather with fire fuel. He concluded by stating that the Council is taking a good first step in banning the planting of the six named plants.

Councilmember Dieringer commented that the City has a lot of conditions in place for fire safety but has not implemented all of its conditions. She stressed that she has a problem with rules and regulations that criminalize these conditions when the community simply needs to practice diligence. There is already an ordinance in place regarding dried/dead plants and vegetation. She suggested that placing the planting restriction in the CWPP should only occur only after more research is done with solid science to support such a restriction.

Councilmember Wilson asked Director Elguira if she has seen landscaping plans proposing to plant any of the listed plants.

Director Elguira stated she has seen some projects proposing to plant palm trees.

Mayor Pro Tem Pieper stated that the City already has requirements in place for new projects. The City would be in better shape if a couple of plants were banned and it would minimize concerns. If there was a list for homeowners wishing to re-landscape, the homeowners would be likely to use the listed plants.

Mayor Mirsch explained that the reason why this item came before the Council was because the

public asked for information regarding the types of vegetation that could be planted. There was work being done by the Association and the fire consultant that they hired recommended not to plant high hazard plants. Mayor Mirsch solicited feedback from the Council on the next steps.

Mayor Pro Tem Pieper stated that he would prefer to advise the residents to not plant the six high hazard plants.

Mayor Mirsch noted that the Council is committed to fire safety. She would like to direct staff, if the Council agreed, to eliminate the high hazard plants from being approved as a part of the landscaping plans. She asked if the direction can be incorporated in the landscaping approval process without having an ordinance.

City Attorney Jenkins stated the Council could establish guidelines, but they would not be legally enforceable.

Councilmember Dieringer stated that the guidelines should be put in context.

City Manager Jeng stated that staff could establish guidelines to discourage people from planting the listed plants. If people proceed to plant them then the City would encourage proper maintenance of those plants.

9. <u>MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS</u>

A. REPORT BY SOUTHBAY CITIES COUNCIL OF GOVERNMENT (SBCCOG) LIAISON ON CONSIDERATION TO CHANGE THE MEMBERSHIP DUES (ORAL REPORT).

City Manager Jeng reported that the South Bay Cities Council of Government (SBCCOG) was considering changing the formula for the membership dues. She stated that she and Councilmember Dieringer met with other Peninsula City Managers and one South Bay CCOG representative to discuss the proposed changes.

Councilmember Dieringer stated that one proposal was for each city to pay a base dues amount of \$10,000. Councilmember Dieringer reached out to other Southbay cities to gain additional perspectives on the matter. She noted that unlike Rolling Hills, most other cities receive funding from sales tax measures distributed by the SBCCOG for transportation improvements and do no object to the membership dues proposals resulting in increases.

Mayor Mirsch asked if the City should continue to be a SBCCOG member.

Councilmember Dieringer said the SBCCOG helped the city with its Climate Action Plan, provides regional information and assists with energy efficiency projects. Councilmember Dieringer noted that she informed the SBCCOG that if the membership dues were changed to include a base of \$10,000, the City of Rolling Hills would withdraw from participating in the organization.

Councilmember Wilson asked about the current membership dues for Rolling Hills.

Councilmember Dieringer said it is \$6,500/year.

Mayor Pro Tem Pieper was supportive of leaving the SBCCOG.

Mayor Mirsch thanked Councilmember Dieringer for her efforts.

B. REPORT BY PERSONNEL COMMITTEE ON THE UPDATE TO THE EMPLOYEE HANDBOOK AND PERSONNEL POLICY MANUAL (ORAL REPORT).

City Manager Jeng gave an update on the Personnel Committee's work on the Employee handbook. Its recent activities include having the City Attorney provide legislative updates, conducting a salary survey and analyzing the medical health benefit package. City Manager Jeng said that another month of work may be needed but acknowledged that committee assignments may change. The updates to the Employee Handbook are not complete, but the anticipated completion is by July 1, 2020. She suggested that the current members should continue with the task through completion.

Mayor Mirsch confessed that the project was bigger than she imagined. There were a lot of changes in laws and work environments; the update to the Employee Handbook required more work. She stated that the Personnel Committee's work has been very comprehensive and apologized for the delay. She stated that if changes are made to the composition of the Personnel Committee it would derail the assignment. It was her hope that the new Mayor would allow the current members to continue the work through completion.

Mayor Pro Tem Pieper agreed.

C. REPORT BY FIRE FUEL REDUCTION AD HOC SUBCOMMITTEE ON THE COMMUNITY WILDFIRE PROTECTION PLAN (ORAL REPORT).

City Manager Jeng reported on the activities of the Fire Fuel Ad Hoc Subcommittee of the City Council. The members of Fire Fuel Reduction Ad Hoc Subcommittee are Mayor Mirsch and Councilmember Wilson. The Rolling Hills Community Association also has a similar subcommittee on wildfire mitigation and the members of the counterpart subcommittee are Tom Heinsheimer and Roger Hawkins. Roger Hawkins was replaced by newly elected RHCA Board member Anne Smith. The two subcommittees have been coordinating efforts and the next coordination meeting is scheduled for March 25, 2020 to review the final draft of the Community Wildfire Protection Plan (CWPP). Ms. Smith attended the last meeting and provided tons of feedback on the CWPP. The City Manager reported good progress on having a CWPP for the City.

Mayor Mirsch stated that the coordination meetings have been very productive and noted that the participation of the Block Captains with wildfire mitigation, including producing a CWPP for the City, has been very positive. The Block Captains organized a field trip for the Association and Fire

Department to visit the Crest Road East Gate to evaluate the operability of the gate during an emergency.

Councilmember Wilson stated that the Lead Block Captains, the Honbos, have been great in maintaining momentum on implementing wildfire mitigation measures.

City Manager Jeng added that the Fire Department attends all the coordination meetings and Block Captain Meetings and continues educating the City on evacuations. The Fire Department was instrumental on the field trip with the Association Board Members and provided mitigation measures at the Crest Road East gate in preparation for emergencies.

10. MATTERS FROM STAFF

NONE.

11. <u>ADJOURNMENT</u>

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 9:24p.m. The next regular meeting of the City Council is scheduled for Monday, March 23, 2020 beginning at 7:00p.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	_	

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA MONDAY, MARCH 23, 2020

1. <u>CALL TO ORDER</u>

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 07:01p.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, Black, Dieringer, and Wilson.

Councilmembers Absent: Pieper*.

Others Present: Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning and Community Services Director.

Yohana Coronel, City Clerk. Michael Jenkins, City Attorney. Terry Shea, Finance Director.

3. <u>OPEN AGENDA</u> - <u>PUBLIC COMMENT WELCOME</u>

NONE.

4. <u>CONSENT CALENDAR</u>

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 NOVEMBER 25, 2019.
 - RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.

RECOMMENDATION: APPROVE AS PRESENTED

Councilmember Dieringer pointed out that she had some corrections to the minutes.

City Manager Jeng confirmed that the corrections were received and assured Councilmember Dieringer the corrections would be applied.

^{*}Mayor Pro Tem Pieper was excused for his absence.

Councilmember Dieringer moved that the City Council approve all consent items with amendments to the minutes of November 25, 2019. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

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

5. <u>COMMISSION ITEMS</u>

NONE.

6. <u>PUBLIC HEARINGS</u>

NONE.

7. <u>OLD BUSINESS</u>

NONE.

8. <u>NEW BUSINESS</u>

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

City Manager Jeng reported that 13 South Bay Cities and the County of Los Angeles have declared a local emergency and wanted to discuss whether the Council wanted to do the same in response to COVID-19. The City of Rolling Hills is part of the South Bay Cities Council of Government (SBCCOG) and is the only city that has not declared a local emergency. She highlighted that Bradbury, a city similar in size to Rolling Hills did not declared a local emergency. Other cities adjacent to Rolling Hills have departments that need more resources such as Parks and Recreation and First Responders. The City of Rolling Hills does not have any of those issues because the City is comprised of single-family homes. If there was a need for First Responders, they would be covered under the County's Declaration of Emergency. City Manager Jeng stated that she was not recommending that the Council declare a local emergency.

City Manager Jeng said regardless of which entity declares an emergency, the Rolling Hills Municipal Code allows her to gather resources and obtain vital supplies because the City Manager is the Director of Emergency Services. Rolling Hills Municipal Code, Section 2.32.060, A6, states "in the event of the proclamation of a local emergency, the proclamation of a state of emergency, by the Director of the State Office of Emergency Services, or the existence of a "state of war emergency," the Director of Emergency Services is allowed to do the following..." Since the County and State have declared an emergency, she is empowered to make decisions without the Council having to declare a local emergency.

Councilmember Dieringer clarified whether City Manager Jeng could proceed with all the items she mentioned if she declared a local emergency but if the State declared an emergency that declaration would not include the County.

City Manager Jeng confirmed and stated that the County's declaration of emergency covers all the jurisdictions within its County.

Councilmember Wilson asked if the City was subject to the most restrictive guidelines of whatever jurisdiction the City falls under.

City Attorney Jenkins replied that the strictest rules apply.

Councilmember Wilson inquired what would be the downside of declaring an emergency.

City Manager Jeng replied that she spoke to Councilmember Dieringer about the same question. Once a local emergency is declared, the City must report to the State on expenditures and activities that could qualify for reimbursements. Beyond reimbursement, other cities that have different departments use the declaration of a local emergency to suspend existing rules. The City does not expect substantial expenditures to warrant the extensive reporting required and the need to suspend existing rules.

Mayor Mirsch asked if the City does not declare an emergency was there anything to preclude the City from declaring one down the line.

City Attorney Jenkins replied that there was nothing that would preclude the City from declaring an emergency at a later time.

Councilmember Dieringer wanted confirmation that the City would be able to file for and receive needed reimbursements through the County, if the City did not declare a local emergency.

City Manager Jeng said that overtime pay for First Responders would be considered an eligible expense however non-essential employees sent home with pay would be a questionable item. The subject of reimbursement is still a work in progress.

Mayor Mirsch asked about the activation of the Emergency Operating Center (EOC) and whether that was necessary if the City were to declare an emergency.

City Manager Jeng stated that agencies that have declared a local emergency opened their EOC at the lowest level. This means they do not have a physical person manning it, however, there is software that allows agencies to do it virtually.

Councilmember Black moved that the City Council approve staff's recommendation and not declare a City emergency.

City Attorney Jenkins suggested that the Council receive and file the item. He wanted to make sure that the Council understood that the motion suggested by Councilmember Black does not preclude the City Manager from declaring an emergency in between meetings if circumstances change and it becomes necessary to declare one.

Councilmember Dieringer concurred with the City Attorney and suggested amending the first

motion to include a statement that the Council reserves the right to declare an emergency later if circumstances change.

Councilmember Black revised his motion to include this statement and moved that the City Council approve staff's recommendation and not declare a City emergency and receive and file the item. Councilmember Dieringer seconded the motion and the motion passed by voice vote as follows:

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

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

B. CONSIDER AND APPROVE PARTICIPATION IN ALERT SOUTHBAY NOTIFICATION SYSTEM.

City Manager Jeng introduced the Alert Southbay Notification System. It is a new system that allows cities to issue notifications to residents outside its jurisdictional boundaries, using white page data made available to cities without requiring individuals to opt into the system, via Senate Bill 833 and SB 821. The majority of the South Bay Cities fall under the Los Angeles County Disaster Area known as Area G. Area G purchased Everbridge, the platform for Alert Southbay. Many cities currently use an opt-in notification system similar to Rolling Hills Notify-Me. Notifyme aims to inform residents within a certain community. The City's notification system has only approximately 120 registrants. The Alert Southbay program would be beneficial to the City since it is a bedroom community and the residents would also be notified of events in the surrounding cities. City Manager Jeng recommended that the City participate in Alert Southbay Notification System. In order to participate, the City would have to subscribe to Everbridge. The cost is \$5,171.00 for the first year. The following two years would be \$4,171.00 per year. There is also an introductory cost of \$5,000 per participating city to retrieve the white page data but the refinery will be covering this cost. All Area G cities have enrolled except for Lawndale and Carson, but they are expected to join in the near future.

Councilmember Dieringer inquired regarding who would be sending out the notifications.

City Manager Jeng replied that participating cities would send their own notifications. .

Councilmember Wilson asked if Alert Southbay had anything to do with the fiber network that is being built.

City Manager Jeng explained that the fiber network ring is the infrastructure to be able to deliver faster internet service and is not related to Alert Southbay.

Councilmember Wilson stated that he understood people would receive messages without opting in and further inquired if people could opt out. He also asked if Alert Southbay was the same thing as Everbridge.

City Manager Jeng said that people can opt out. She informed the Council that Alert Southbay went live in January/February of 2020. There were participating cities using Everbridge prior to Alert Southbay for notifications. Those participating cities decided to transfer their data to Alert Southbay Everbridge.

Mayor Mirsch asked City Manager Jeng if she thought that joining Alert Southbay would improve the participation within the community and enhance their ability to receive important notifications.

City Manager Jeng said that Alert Southbay allows the City to get messages out to people that have never opted in for any notifications. It is a benefit to the agency to push out information to a wider group and expressed that the COVID-19 should motivate people to sign up.

Councilmember Wilson asked if people decide not to opt in, would they still receive notifications for Rolling Hills and Rolling Hills Estates.

City Manager Jeng explained that if the City decides to participate, the white pages information would be for Rolling Hills only. People would have to go to the site and register to receive notifications from other participating cities. She said that in the initial set up for Everbridge, Rolling Hills and Rolling Hills Estates were combined as one, for reasons unknown. It worked out for the best because if the City had not been added with Rolling Hills Estates, there would have been additional upfront cost. While Rolling Hills is grouped with Rolling Hills Estates for the purpose of set up, Rolling Hills Estates' notifications would not be automatically sent to residents of Rolling Hills.

Councilmember Dieringer moved that the City Council approve a decision to participate in the Alert Southbay notification system and subscribe to services of Everbridge. Councilmember Wilson seconded the motion and the motion passed by voice vote as follows:

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

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

C. CONSIDER AND APPROVE MID-YEAR BUDGET YEAR.

Finance Director Terry Shea gave an overview of the Mid-Year Budget report. He stated that in June 2019 the City adopted a budget with a total of \$2,278,000 in revenues, \$2,234,000 in expenditures, and \$329,000 in deficits. The budget deficit is due to the transfer of General Fund to the Traffic Safety Fund for roadway striping totaling \$54,500; the Capital Improvement Fund for the Tennis Court Project \$320,000; and\$30,000 for the ADA design work at City Hall. He continued that the total General Fund year-to-date revenues were \$1,076,405, which is \$179,270 less than expected through February 2020. Expenditures were \$1,129,921, which is \$253,169 less than budgeted through February 2020. The FY 19/20 revenues compared to expenditures after transfers presents a decrease of \$37,516 compared to an anticipated budgeted shortfall of \$111,415 through February. As such, the City is \$73,899 better than anticipated at mid-year. Total revenues were more than anticipated, but stated that the interest was declining rapidly. He does not expect

to see an increase in revenue from interest earnings because rates are dropping fast.

Building and other Permit Fee revenues were down below the mid-year projections and are \$60,000 below this time last year. There were a couple of months where the City paid out instead of collecting money. He stated that the costs for the City Attorney are slightly above the mid-year projected amount but are well below the mid-year amount in the Planning Department for view cases. Total Finance expenditures are as budgeted at mid-year. Total expenditures in Planning are less than anticipated due to the invoices from Los Angeles County for services being lower than the prior year through December 2019. The Planning Budget included \$80,000 for the Housing Element, which has yet to be expended. Costs for the Storm Water Management through February is at \$73,415, which is over the budgeted amount of \$65,000, but overall, the Planning Department expenditures are well below the projected mid-year amounts, so no adjustment is being proposed.

The original Traffic Safety Fund Budget included \$40,000 for Road Striping. A Contract Change Order with PCI was approved in January 2020 to add work identified in Schedule B for \$36,526. As part of the Staff Report, the additional funds were allocated from the tennis court improvement project. Through February, expenditures totaled \$12,545, mainly for engineering and project management. The original Capital Project Fund Budget included \$320,000 for the Tennis Court improvements and \$30,000 for the City Hall ADA Design work. Through February, the City has only expended \$7,960 for lighting and project management and \$5,360 on the City Hall ADA Design. At the October 14, 2019 City Council meeting, the Council allocated \$34,200 for Fuel Load Reduction to be performed by the Palos Verdes Peninsula Land Conservancy (Conservancy). Through February, the City has not been billed by the Conservancy for the work performed. The original Utility Fund Budget included \$150,000 for undergrounding projects and \$22,000 for a Sewer Feasibility Study. For the undergrounding projects through February there is only \$2,088 in expenditures. The City's contribution of \$7,712 to the Eastfield Undergrounding Project Assessment Engineer fee has not posted to the account. For the Sewer Feasibility Study, the City expended \$27,366 through February to Willdan for engineering and Alan Palermo for project management cost. The Sewer Feasibility Study started last fiscal year and the allocated budget for FY 19/20 assumed payout of certain expenses in FY 18/19 that did not materialize. Staff is not proposing any budget adjustments to the General Fund revenues at this time.

Finance Director Shea said that the General Fund proposed expenditure adjustments include a \$10,000 increase for the City Attorney and a \$10,000 decrease in the account for Property Development, Legal Expense. The FY 19/20 mid-year budget review showed that the City has a positive budget variance of \$73,899. Revenues are down \$179,270, expenditures are down \$253,169, and net transfers in and out are equal. With no proposed budget adjustments to revenues and no change in total budgeted expenditures, the projected budget deficit is still \$329,300. The projected General Fund balance by June 30, 2020, with no changes proposed, would be \$5,466,480, which is slightly over two times the City's annual general fund expenditures.

City Manager Jeng explained that the mid-year budget report helps her track where the City stands in revenues. She reviews projections and identifies trends. If the trend shows that the City is not receiving the projected revenue, then she would slow down the expenditures for the rest of the year. She reported that the City is not overspending. There is some adjustment for legal fees but

that is due to new issues. She also wanted to add that the City was expecting revenue from Measure W, the clean water parcel tax, but funds were not disbursed. The City budgeted \$65,000.00 in the general fund and the remainder of the stormwater expense was to be offset by Measure W. If Measure W disbursement is not available this fiscal year, then the portion that would have been funded with Measure W monies will have to be funded using General Funds.

Councilmember Wilson noted that Building and other Permit Fees were down by \$60,000.00 and asked if diminished construction activities led to the reduction in the fees.

City Manager Jeng noted that this reduction was due to a decrease in projects and an increase in the number of complaints on properties. The City calls the Building and Safety Department to conduct inspections in response to complaints. For example, residents have reached out to the City stating that they have drainage issues. Building and Safety logs their hours when they come out for inspections. The city's expenses are reconciled with revenues from building permit fees. In past years, reconciliation always resulted in revenues to the City. Recently, there have been fewer projects and more inspections.

Councilmember Wilson moved that the City Council receive and file the item as presented with the discussed budget adjustments. Councilmember Dieringer seconded the motion and the motion passed by voice vote as follows:

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

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

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

City Manager Jeng stated that the general services agreement allows the City to utilize County services and is typically approved by the Council every five years.

Mayor Mirsch asked if the agreement had anything to do with the Fire Department.

City Manager Jeng said that the services of Fire Department fall outside this general services agreement.

Councilmember Wilson asked if this agreement would include animal control.

City Attorney Michael Jenkins clarified that the general services agreement covers all services that are not covered by a specific contract. For example, if the City has a specific contract for Sheriff's services, the general services agreement would not include that service. He stated that it was his belief that animal control is a separate contract and asked City Manager Jeng to confirm.

City Manager Jeng replied that the animal control service is under a separate contract.

Councilmember Dieringer moved that the City Council approve the renewal of the Los Angeles County General Services contract. Councilmember Wilson seconded the motion and the motion passed by voice vote as follows:

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

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

9. <u>MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE</u> REPORTS

A. CONSIDER ACTION TO ENCOURAGE STATE LEGISLATURE TO DELAY PAYMENTS OF PROPERTY TAX (ORAL).

Councilmember Black stated that the Federal Government has advocated for a tax filing extension until July 15th. Councilmember Black said that the Council should assist residents and request that the State delay its property tax collection until July 15th. The City is in good financial shape and can stand to go a few months without hitting their tax receipts.

Mayor Mirsch agreed and reported that she reached out to other Peninsula Mayors to see if there was any interest to advocate the deferment of property tax collection. Mayor Mirsch heard back from RPV and RHE. There was some interest by the other cities. The PVE Mayor was against the delay because property tax is the only source of income for PVE.

Councilmember Dieringer asked for staff's position on the issue.

City Manager Jeng indicated that staff did not have a position on the matter.

Councilmember Black requested that contact be made with the City's local representatives, asking them to advocate for delaying property tax collection with the State Legislature.

Councilmember Wilson concurred with Councilmember Black and asked if the City knew of other cities outside the Peninsula considering this matter.

City Manager Jeng stated that she does not know the positions of other cities on the matter. She reported that there was a call recently between Mayor Mirsch and Mayor Pro Tem Pieper with Assemblyman Al Muratsuchi and other Peninsula Mayors and Mayor Pro Tem Pieper discussed delaying the collection of property taxes.

Mayor Mirsch stated that she would be happy to take lead on this matter.

Councilmember Black moved that the City Council direct staff to contact the State, including the Governor's office, in writing requesting the issuance of a property tax holiday for Rolling Hills residents up until July 15th to correlate with the Federal Tax Holiday. Councilmember Wilson

seconded the motion and the motion passed by voice vote as follows:

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

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

Councilmember Black asked when will the issue of reopening City Hall to the public be discussed.

Councilmember Dieringer commented that the City is under the Governor's current directive to close City Hall until April.

Councilmember Black replied the City is exempt from the Governor's directive.

City Manager Jeng notified the residents that City Hall is closed to the public per the first Los Angeles County Health Order. Since then, a second and third Health Order were issued. The third Health Order stated that the closure does not apply to public employees in the course of their employment for a government agency, but all public and private gatherings are prohibited. She welcomed the Council's thoughts on the matter.

City Attorney Jenkins stated that this item was not on the agenda for discussion. He stated that the Council could have the item on the agenda for the next meeting.

Councilmember Black stated that the next Council meeting is scheduled for April 13th and that does not work for him. He is not interested in keeping City Hall closed to the public and wants to open by April 1st. He stated that there was nothing in a Health Order that required City Hall to be closed to the public. Health Orders one, two, and three had to do with group gatherings and social distancing. Tables could be placed at the front door of City Hall and residents would not be near the staff. The staff could place cones or signs every six feet to make sure residents do not line up too close together while waiting to be served.

Mayor Mirsch suggested that the Council, in response to Councilmember Black's request, hold an emergency meeting via teleconference.

City Attorney Jenkins stated that the Council could adjourn the meeting to any date and time they would like between now and the next meeting.

Councilmember Black said that City Hall should not have closed; it needs to be opened right away. He expressed that he did not want the closure to continue past March.

Mayor Mirsch asked if there was interest among the Council to have an emergency meeting.

Councilmember Wilson and Councilmember Dieringer concurred.

Mayor Mirsch asked that the Council meet via teleconference in order to practice social distancing.

Councilmember Black questioned the need to meet via teleconference.

Mayor Mirsch asked how much notification was needed to host a special meeting.

City Attorney Jenkins stated that if the Council wanted to meet within the next three days, then the Council would have to call a special meeting. If the Council went beyond the 72 hours, then they could adjourn the meeting to that time and a new agenda would be posted.

Councilmember Black suggested meeting on March 30th.

Mayor Mirsch asked the Council for meeting dates and times.

Discussion ensued among the Council and they agreed that the meeting would be adjourned to Monday, March 30th, 2020 at 7pm.

Councilmember Black stated that he recommended following the recommendations of the CDC and the State. He also was happy to recommend sources with good information on COVID-19.

Councilmember Wilson remarked that the Mustard plant was in full bloom. He recalled that the Land Conservancy advised that there was an ideal time to mow it. Councilmember Wilson asked about the Crest Road East striping and questioned the appropriateness of the striping used in that section. He inquired where the striper acquired the specifications.

City Manager Jeng replied that CalTrans standards are used, which is the Manual on Uniformed Traffic Control Devices (MUTCD) for the state.

Mayor Mirsch stated that other cities are having nightly briefings on Covid-19 and thought frequent meetings are appropriate. She inquired with the Council regarding their interest in holding daily briefings with the City Manager.

Councilmember Black stated that the Council has a group text and prefers to use text to communicate. He stated that email would not work for him because he is not at home watching his computer.

City Attorney Jenkins clarified that the exception under the Governor's Executive Order is that it allows the majority of the Council, in real time, to listen to an update on the COVID-19 emergency and ask questions. Council can listen through a telephone, a teleconference, zoom meeting, or be present even though it may not an actual meeting of the City Council. This exception does not allow the Council to engage in any other form of communication with each other consisting of a majority. It does not allow emailing, texting, or any other communication among the majority unless it is a unilateral communication from the Mayor or City Manager to the rest of the Council to stay updated.

City Manager Jeng asked the Council if they would find it helpful to have a phone call with her periodically to get an update on the development of COVID-19 and response activities.

Councilmember Dieringer stated that councilmembers could call the City Manager on an as needed basis. In keeping with the City Attorney's explanation, the Council would not be able to interact on a group text or group email to ask questions because that is not the forum to do so.

City Manager Jeng commented that if the Council is on a conference call with her, they are allowed to ask questions about the update, but they cannot have a conversation among themselves about the issue. She asked if the Council would like a call from her to disseminate information, which would allow them to ask questions with respect to COVID-19.

Mayor Mirsch asked if there would efficiency for the City Manager to disseminate information to all Councilmembers at the same time when responding to questions from one Councilmember.

City Attorney Jenkins stated that City Manager Jeng could provide the Council with regular updates in writing. If the City Manager receives questions that are of interest to the Council, she could send an email.

Councilmember Black stated that it might not be in real time for the Councilmembers. If it is really important City Manager Jeng could simply send a group text.

Councilmember Wilson inquired regarding the potential circumstances (e.g. outbreak in the City) necessitating a need to address the Council in real time.

Councilmember Black asked if residents became infected what would the City do differently. They would still practice social distancing and stay home. The Council should assume that residents are already infected and more will likely become infected. The reality is that staff and the Council probably already know people who are infected and will know people that will die from it, but that does not mean they are going to do anything differently. COVID will settle down, and the curve will flatten, which is happening. Some of the medicines being made might work and then a vaccine will ultimately become available, but that will take longer. Councilmember Black stated that there are certain people in the City who will be infected.

Mayor Mirsch asked if the Council wanted to conduct the meeting on the 30th in person or via teleconference.

Councilmember Dieringer stated that she felt that accommodations should be made for both.

Mayor Mirsch asked Councilmember Black for his opinion on meeting in person for the next meeting.

Councilmember Black stated that meeting in person can take place with social distancing.

Mayor Mirsch stated that in person attendance at the next meeting was optional for the Council and staff.

10. MATTERS FROM STAFF

NONE.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 08:18p.m. The next meeting of the City Council is scheduled to be held on Monday, March 30, 2020 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

	Respectfully submitted,
	Yohana Coronel, MBA City Clerk
Approved,	
Leah Mirsch	
Mayor	

MINUTES OF AN ADJOURNED MEETING OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA MONDAY, MARCH 30, 2020

1. CALL TO ORDER

An adjourned meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 7:01p.m. via teleconference.

2. ROLL CALL

Councilmembers participating via teleconference:

Mayor Mirsch, Pieper Black, Dieringer and Wilson.

Councilmembers Absent: None. Others participating via teleconference:

Elaine Jeng, P.E., City Manager. Yohana Coronel, City Clerk. Michael Jenkins, City Attorney.

3. OPEN AGENDA

NONE.

4. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. DISCUSS RE-OPENING CITY HALL TO THE PUBLIC ON APRIL 1, 2020.

Mayor Mirsch explained that the item for tonight's discussion was brought up at the City Council Meeting on March 23, 2020. She indicated that the item could not be discussed because it was not agendized. Mayor Mirsch expressed that she was very uncomfortable discussing the item before the Council. She thought it was inappropriate to discuss opening City Hall to the public given all the latest developments. The State, Federal and County all released recommendations and orders that strongly encouraged people, including Council and City staff to stay safe at home. In order to make sure Councilmembers did not speak over each other, she directed them to speak in alphabetical order.

Councilmember Black stated that he was the Councilmember that brought up the topic at the last City Council meeting. He noted that the title of the agenda item was wrong, and the City was not aligned with the Los Angeles County Health Order because that order did not specifically include public entities. People are asked to adhere to social distancing of six feet or more and not have large group gatherings, but businesses and entities considered essential could remain open. He understood that it was normal to be afraid or concerned but it was more important to know how to

manage fear. It was brought to his attention that City Hall staff was sent home because a part-time staff member reported possible exposure on Thursday, March 19th. Councilmember Black said that medical professionals know that a person is only contagious 24-48 hours prior to showing symptoms. He specifically sent out the recommendations from hospitals and the CDC as to when people could go to back to work after being in close contact with someone with the virus. He pointed out that none of the City's actions followed CDC recommendations. Part of leadership is to show people how to behave and to not panic. He stated that the City's actions represented one panic move after another. He stated that City staff should be in the building, the building should be open, and that staff should observe six-foot distances. He indicated that with a small staff, they were safer in City Hall than anywhere else.

Councilmember Dieringer shared that she works in the public sector. She stated that the State Supreme Court was drafting new measures because of the latest developments. Her office is dealing with criminal defendants' constitutional rights to have a trial. Notwithstanding the importance of these constitutional rights, the Courts have decided to suspend cases that were in trial. She commented that this pandemic is being taken very seriously. She concluded that she was not in favor of opening City Hall. She pointed out that the City has a very small staff and if one person were to get sick, everyone would have to be quarantined, bringing everything to a halt. The City needed to exercise caution and added that there was nothing that could not be done through phone calls and email. Residents could drop things off in a designated area and staff could then retrieve it without having personal contact.

Mayor Pro Tem Pieper stated that he does not understand why the grocery clerks, Costco employees, and the guys at the marijuana dispensary must go to work and City staff would not go to work. Until recently, City Hall accepted walk-ins and conducted business by appointments and he thought the set up was very reasonable. He wondered if the City was conducting business effectively while telecommuting. He questioned whether the City stopped permitting and reviewing plans and if these functions also stopped at LA County offices. He commented that Rolling Hills is a small piece of a bigger puzzle. The current situation does not allow the City to stand out and be different. He believed closing City Hall was wrong if staff's physical absence prevented business from being conducted. Mayor Pro Tem Pieper further inquired if business was disrupted with LA County offices closed. He also expressed that working at City Hall was safer than working at any other place.

City Attorney Michael Jenkins suggested that City Manager Jeng clarify some of the concerns raised by Mayor Pro Tem Pieper. He observed that there was a perception that City Hall closed its doors, staff walked away, and there was no work being performed, but that was not his understanding.

City Manager Jeng reported that City Hall was closed to the public on Monday, March 16, 2020. City staff continued to report to work as usual behind closed doors until Wednesday, March 25, 2020 when all staff were directed to temporarily telecommute because a part-time staff member reported that she was exposed to someone that may have the COVID-19. City Manager Jeng said that the item before the Council was to discuss whether City Hall should be opened to the public and not whether City staff should telecommute.

City Attorney Jenkins clarified that City staff had been telecommuting because of the exposure to the part-time employee.

Councilmember Black insisted that no exposure occurred. He stated that a lot of non-medical people were making incorrect medical treatment plans and it made no sense.

City Attorney Jenkins stated that the status quo before the possible exposure was that all employees were physically reporting to work, but the doors were closed to the public. If a member of the public had city business, they could make an appointment. He explained that nothing different was being proposed. He clarified for the Council that the only question before them was whether the City should keep City Hall doors unlocked during business hours and allow unrestricted access from any member of the public.

City Manager Jeng added that the County also closed its doors to the public. It was her understanding that County staff was still working in the office but at a limited capacity. The County has since developed ways to issue permits and check plans remotely while also exploring ways to pay fees remotely. All these services did not exist prior to the COVID-19. She stated that City staff is in constant contact with the County's Building and Safety office that serves Rolling Hills.

Mayor Pro Tem Pieper asked about daily foot traffic at City Hall prior to closure.

City Manager Jeng responded that the majority of City Hall's walk-ins were of residents requesting to discuss issues requiring city assistance. These visits have been replaced by phone calls and there has been no negative feedback or service issues. Consultants visit City hall to drop off plans. They have been directed to submit plans electronically; electronic submittal has proven to be more efficient. There have been no requests for walk-in service.

Mayor Pro Tem Pieper stated that he was in support of the status quo. He indicated that more City services need to be streamlined and that the City could use this time to transition. He stated that it did not matter to him one way or another unless he hears from residents of inadequate service.

Councilmember Wilson concurred with Mayor Pro Tem Pieper. He shared that his business is considered essential and he has conflicting feelings. He was dealing with employees who were very concerned with customer interactions and had to find ways to address it. Some of his employees expressed concerns about proximity to other employees, so his company implemented social distancing requirements. Other employees expressed a concern about continuing to work even though his company did its best to make sure all employees felt safe and comfortable. On the other hand, he stated that a lot of his employees were happy to be employed. There is real fear within people and that fear takes a toll on employees. Councilmember Wilson expressed the importance of City Hall being open to the public, but it appeared to him that important business was continuing. He stated that he missed having the public at the Council meetings and some of the orders were heavy handed and perhaps unnecessary, but whether it was needed remained unknown.

Mayor Mirsch stated that she respected Councilmember Black as a physician and trusted him with her care. However, she took issue with his statement of "non-medical people making decisions"

because she has been listening to Public Health Officials such as Dr. Jerome Adams, Dr. Anthony Fauci, and Dr. Barbara Ferrer. They all continue to stress that people should have limited contact with the public. She reiterated that the City's business could continue without having the office open to the public. She received comments from residents questioning the need to open City Hall to the public. Furthermore, the City was not being perceived as panicking but rather following guidelines from the public health government officials and other physicians in a position to provide information.

Councilmember Black stated that City Hall was panicking and it made no sense to him. He called for a vote on the item.

Mayor Pro Tem Piper stated that he agreed with Councilmember Black, however, he proposed a motion for City Hall to continue to operate as is.

Mayor Mirsch asked for clarification on the appropriate motion.

City Attorney Jenkins clarified that the question was whether City Hall should be opened to the public. Councilmember Black could make a motion to reopen City Hall to the public or someone else could make a motion to maintain the status quo. He noted that the status quo was that City Hall would be available to the public by appointment, email, or by phone.

Councilmember Black motioned that City Hall be reopened to the public in accordance with the Los Angeles County Public Health recommendations and the CDC guidelines and that staff be present at City Hall.

The motion was not seconded.

Mayor Mirsch asked if Council needed a motion to keep the status quo.

City Attorney Jenkins stated no motion was needed to maintain the status quo.

Councilmember Black requested to continue the meeting to next week to discuss staff's physical presence at City Hall. The City was going against medical practices regarding the Coronavirus. He requested to have the City Council meet weekly because it was his opinion that bad decisions were being made.

Mayor Mirsch stated that the next regular Council meeting was scheduled for April 13, 2020. She inquired if Councilmember Black wanted to hold a meeting on April 06, 2020.

Councilmember Black stated that the City Council should meet as soon as possible to resolve City staff not being at work.

Mayor Pro Tem Pieper asked if City staff were going to be available to physically return to work.

City Manager Jeng stated that she was waiting for the COVID-19 test result. If the result came back negative, staff would physically return to City Hall. If the test result returned positive, she would seek further information before proceeding.

Councilmember Black stated that he disagreed with the City Manager's actions. If the employee was potentially exposed on the 19th and had shown no symptoms by the 30th this person did not have the virus on the 19th. The part-time employee could have contracted the disease on the 27th by going to the supermarket but, did not contract the virus on the 19th.

Mayor Mirsch asked if there was a possibility that the employee could be a carrier of the disease.

Councilmember Black stated that carriers were not necessarily infectious. A person could be infectious between 24-48 hours before they show symptoms. He again stated that the part-time employee could not have become infected on the 19th if the person infected first showed symptoms the 24th.

City Manager Jeng stated that the Council entrusted her with the operations of City Hall and she was doing so to the best of her ability. Although she is not a medical professional and does not have one on staff, she gathered the best information available to care for the wellbeing of the community and City staff.

Councilmember Black replied that the City Manager had a medical professional on her Council who was willing to talk to her. He inquired if the person was tested? It was his understanding that people do not have to get tested and further added that the test results fall under patient privacy. Test results for individuals cannot be legally released to other individuals.

City Manager Jeng stated that, according to the employer of the person, a city official of another city, he was tested, and his test result would be shared.

City Attorney Jenkins reminded the Mayor that there was a request to schedule an adjourned meeting for Monday, April 6, 2020 to reassess the situation.

Mayor Mirsch stated that she would like to schedule a meeting for next Monday and inquired if she needed a second motion.

City Attorney Jenkins stated that she could adjourn the meeting to Monday, April 6th, set a time, and wait for a second motion to vote.

Councilmember Black moved that the City Council adjourn the City Council meeting of March 30, 2020 to Monday, April 06, 2020 at 7pm. Mayor Pro Tem Pieper seconded the motion. The motion passed by voice vote as follows:

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

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

Mayor Mirsch provided an update on her conversations with the State Assembly representative and Senator Ben Allen's office regarding the City's request to extend the property tax payment deadline. She reported that she was unable to reach Governor Newsom's office. She also spoke with the Tax Collector's office and the County Treasurer Tax Collector's office. The League of California Cities and seven other agencies sent a letter asking the State not to extend the property tax payment deadline. The response that she received from her outreach was that a person could appeal to have their late fees waived after April 11th. If the person's reason for late payment had to do with COVID-19, a task force would investigate the request. All the people she spoke with did not support a payment deadline extension because property tax is a revenue source for their cities necessary to pay for first responders, doctors, and essential services.

Councilmember Black stated that it was his understanding that if a person wanted their late fees waived, they would have to prove that they were physically incapable of doing so due to COVID-19. He asked if his interpretation was correct.

Mayor Mirsch stated that she wondered the same thing but unfortunately, she was not able to obtain an answer.

Councilmember Black asked City Attorney Jenkins if he would go to jail if he recommended that people not pay their property taxes.

City Attorney Jenkins replied he would not be violating any laws by providing his opinion.

Councilmember Dieringer stated that Councilmember Black had the right to free speech.

City Attorney Jenkins indicated that Councilmember Black needed to be clear that he was stating his personal opinion and was not speaking as a Councilmember.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 7:50p.m. to an adjourned meeting of the City Council scheduled for Monday, April 06, 2020 beginning at 7:00p.m. via teleconference.

	Respectfully submitted,
	Yohana Coronel, MBA
	City Clerk
Approved,	
Leah Mirsch	_
Mayor	

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA MONDAY, APRIL 13, 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 7:05p.m. via teleconference.

2. **ROLL CALL**

Councilmembers participating via teleconference:

Mayor Mirsch, Pieper, Black, Dieringer and Wilson.

Councilmembers Absent: Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning & Community Services Director.

Yohana Coronel, City Clerk. Michael Jenkins, City Attorney.

Jane Abzug, Assistant City Attorney.

Others participating via written email/public comment:

Clint Patterson Richard Boos Arun Bhumitra

3. **OPEN AGENDA**

Clint Patterson and Richard Boos (via email) thanked the outgoing Mayor, incoming Mayor, and commended the City Manager for a job well done. They commented specifically on the undergrounding projects and expressed appreciation and support.

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.

- MINUTES REGULAR MEETING OF JANUARY 27, 2020. Α.
 - RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
 - RECOMMENDATION: APPROVE AS PRESENTED
- C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JANUARY AND FEBRUARY 2020.
 - RECOMMENDATION: APPROVE AS PRESENTED

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

RECOMMENDATION: STAFF RECOMENDS 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.

Councilmember Dieringer pointed out that she had corrections to the January 27, 2020 meeting minutes.

Mayor Mirsch requested to pull consent item 4B.

Mayor Pro Tem Pieper moved that the City Council approve the consent item 4A with amendments to the minutes of January 27, 2020, item 4C and item 4D. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

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

Item 4B

Councilmember Wilson inquired about the reimbursement status of HF&H fees by Republic Services. He also inquired about payment to Michael Baker and asked if the expense was for the Shen development.

City Manager Jeng stated that HF&H fees are first paid by the City and then reimbursed by Republic Services. Michael Baker is providing peer review for the City for the Shen Development and Michael Baker's fees are paid for by funds deposited with the City.

Mayor Mirsch requested that the summary sheet to the payment of bills include additional information in the description column.

Councilmember Wilson moved that the City Council approve consent item 4B. Mayor Pro Tem Pieper seconded the motion. The motion passed by voice vote as follows:

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

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

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.

Mayor Mirsch called for the City Council to reorganize. She called for nominations for the next Mayor.

Councilmember Wilson nominated Jeff Pieper for Mayor. Councilmember Dieringer seconded the nomination. Hearing no other nominations, Mayor Mirsch announced Jeff Pieper as the next Mayor of the City of Rolling Hills and handed the meeting to Mayor Pieper.

Mayor Pieper thanked outgoing Mayor Mirsch for all her hard work and presented her with a plaque virtually. Mayor Pieper called for nominations for the next Mayor Pro Tem.

Councilmember Mirsch nominated Councilmember Dieringer for Mayor Pro Tem. Councilmember Wilson seconded the nomination. Hearing no other nominations, Mayor Pieper announced Councilmember Dieringer as the Mayor Pro Tem.

Councilmember Mirsch provided a summary of the issues that she dealt with and the accomplishments over the last year while serving as Mayor. She thanked the staff for all their hard work and for providing excellent services to the residents. She also thanked the Council for their support.

Councilmember Wilson thanked Councilmember Mirsch and stated that she did an excellent job as the mayor.

Mayor Pro Tem Dieringer thanked Councilmember Mirsch for always ensuring everyone's voice was heard.

6. CITY COUNCIL AND THE PLANNING COMMISSION STUDY SESSION

Please refer to the minutes for the Special Planning Commission meeting/Joint Study Session.

7. <u>OLD BUSINESS</u>

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

City Manager Jeng reported that the Solid Waste franchise agreement is due to expire on June 30, 2020. The Solid Waste Committee has been working on an amended and restated agreement with Republic Services. The Solid Waste Committee and staff's recommendation is to approve the proposed amended and restated agreement with Republic Services for nine years, starting July 1, 2020. She introduced Republic Services General Manager Ray Grothaus for questions.

Mayor Pieper opened the item for public comment.

Resident Arun Bhumitra submitted a question inquiring about the City's ability to cancel the contract with Republic Services or revising contractual terms if there are persistent service issues.

Councilmember Wilson noted that there is a liquidated damage clause listed in the contract and that this clause can be enforced if there is a failure to perform.

Councilmember Mirsch moved that the City Council approve the amended and restated agreement with Republic Services and authorize the Mayor to execute the agreement. Councilmember Black seconded the motion. The motion passed by voice vote as follows:

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

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

B. DISCUSS CURRENT CITY SUBSIDY FOR SOLID WASTE SERVICES RATE INCREASE AND CONSIDER DISCONTINUING THE SUBSIDY BEGINNING JULY 1, 2020.

City Manager Jeng reported that the solid waste service rate increases year over year have been subsidized by the City to maintain the rate at \$1,100 per year per parcel for the residents. The service rate per the amended and restated agreement with Republic Services for FY20-21 will be \$1,292 per year, per parcel. Using a total of 685 parcels per year, the City is projected to subsidize approximately \$132,000 in FY20-21. City Manager Jeng recommended to discontinue the subsidy and suggested phasing in the rate increase for residents over a three year period.

Mayor Pieper opened the item for public comment. There were no public comments.

Councilmember Black stated that the City has plenty of money and the reserves continue to grow. The subsidy is one way to return the residents' money. He said he that was stunned that the Council was considering discontinuance of the subsidy.

Councilmember Mirsch stated that \$132,000 is a large sum of money. There is a General Fund surplus because projects have not been completed. She expressed concern for the City's financial wellbeing if the service rate subsidies continued. Councilmember Mirsch added that service rate increases are not unique to Rolling Hills; big changes are taking place in the solid waste industry.

Councilmember Wilson asked if Councilmember Black recognized that the Council cannot continue the subsidies in perpetuity. He also asked to consider lowering the percentage of the subsidy for FY 20-21.

Councilmember Black said that he does not agree that the subsidy cannot continue in perpetuity.

Councilmember Dieringer said that she does not have a problem with the subsidy but preferred subsidizing a percentage of the fees.

Mayor Pieper noted to the Council that they did not need to make a permanent decision. The discussion is about making a decision for FY20-21. The subsidy for the current fiscal year is \$92,000 and the subsidy will increase to \$132,000, resulting in a difference of \$40,000 of subsidy for next year.

Councilmember Black moved that the City Council continue to absorb the service rate increase for the residents for FY 2020-2021. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: Mirsch and Wilson.

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

8. <u>NEW BUSINESS</u>

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

City Manager Jeng said Urban Futures is a financial advisor proposed to serve the Eastfield Undergrounding Utility Assessment District. The project will have a construction cost once Southern California Edison releases the plans for construction bids. Once the construction cost is available, the property owners within the District will vote and decide if they want to continue with the project. If the District votes to move forward, the District will consider financing options. A financial advisor is needed to seek lenders, or assist in selling a bond. The cost of Urban Futures will be funded completely by the property owners within the District. City Manager Jeng recommended engaging the services of Urban Futures to serve as the financial advisor for the Eastfield Undergrounding Utility Assessment District. If the project does not go forward, any money collected from the property owners is returned and there would be no fees charged by Urban Futures.

Councilmember Wilson asked if property owners within the District are aware of the fees associated with the financial advisor.

City Manager Jeng said that she provided a letter to the property owners within the District to let them know that there would be professional service fees relating to the financing aspect of the project but did not provide an amount to the property owners.

City Attorney Jenkins added that the City cannot seek financing without a financial advisor.

Mayor Pieper opened the item for public comment. There was no public comment.

Mayor Pro Tem Dieringer asked for confirmation that funds would be collected from the property owners before the City executes the contract.

City Manager Jeng said that the funds would be collected before services are rendered. Collected funds will be deposited into an escrow account.

Councilmember Wilson moved to approve a professional services agreement with Urban Futures and authorize the City Manager to execute the agreement. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

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

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

City Manager Jeng reported that the Safety Element was last updated in 1990. The City applied and received a grant through CalOES to update the plan. The next step is to have staff prepare a Request For Proposal (RFP) to hire a consultant to complete the update.

Mayor Pieper opened the item for public comment. There was no public comment.

Councilmember Black inquired about the cost to update the Safety Element.

City Manager Jeng said that the cost will be provided as a part of consultants' proposals.

Councilmember Wilson asked for a status on other CalOES grant applications.

City Manager Jeng said that the other grants applied for are the preparation of a CWPP, vegetation management in the canyons, and undergrounding projects along Crest and Eastfield. No decisions have been made by CalOES on these grant applications.

Councilmember Mirsch moved that the City Council approve the RFP, and advertise the RFP on the city's website, and other outlets. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

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

(10A out of order)

10. MATTERS FROM STAFF

A. RECEIVE AND FILE FIRST QUARTER 2020 REPORT ON FIRE FUEL ABATEMENT ENFORCEMENT CASES.

PCS Director Elguira reported on 2020 first quarter fire fuel abatement enforcement cases. She reported that the increase in the number of cases is due to expired building permits that were never closed out. Staff will follow up on the expired permits and address accordingly. During this period, there were 7 new cases related to dead vegetation and 12 cases were closed. She summarized the comprehensive list including active cases and closed cases and noted that the active cases are now highlighted.

At the request of Mayor Pro Tem Dieringer, City Manager Jeng reported that the quarterly report is presented in two ways. The data was organized to show cases in alphabetical order by street name. The data was also organized chronologically based on the date the case was initiated.

Mayor Pieper opened the item for public comment. There was no public comment.

Mayor Pro Tem Dieringer noted that there should be an incentive for residents to finalize their permits.

Mayor Pieper said that this is the first time that the City has compiled a list showing outstanding permits. The majority of the cases have probably been finalized or the projects never materialized.

PCS Director Elguira said that property owners cannot occupy project sites until permits are closed. Staff is working with the Building and Safety on expired permits as well.

Councilmember Wilson inquired about inconsistencies with code cases. In one area of the report, a case was shown as closed but in another area, the same case was shown as open.

PCS Director Elguira said that she would follow up and report back.

Councilmember Mirsch commented that she liked the two separate lists and requested more information on the status of cases that have lingered.

PCS Director Elguira said she would add a status column to the report.

Mayor Pro Tem Dieringer moved that the City Council receive and file the report. Councilmember Mirsch seconded the motion. The motion passed by voice vote as follows:

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

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

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.

City Manager Jeng reported that on May 3, 2019, the City of Rolling Hills provided the California Department of Housing and Community Development (HCD) a plan of action to comply with the City's Regional Housing Needs Allocation (RHNA) obligations for the 5th Cycle. The City is on target to meet the action plan provided to HCD.

Mayor Pieper opened the item for public comment. There was no public comment.

Mayor Pieper said that the report was received and filed.

(9A out of order)

9. <u>MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE</u> REPORTS

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 COVID-19 IN ORDER TO PROVIDE FOR COUNCIL REVIEW.

Councilmember Black reported that there have been two emergency orders related to COVID-19. The first was to close City Hall and the second was to send staff home for possible exposure to a part-time employee who may have had contact with a person with COVID-19. He suggested that whenever a major decision is made relating to COVID-19, the City Council should review the decision within forty-eight hours. He noted that non-medical personnel should not make medical decisions.

Councilmember Mirsch said that she does not think the Council needs to review the City Manager's decisions relevant to COVID-19. She has not found any of the actions taken by the City Manager to be inappropriate. Prior to any action taken by the City Manager, Councilmember Mirsch noted that the City Manager thoroughly reviewed the information that is available to her. Councilmember Mirsch also reported that upon closing City Hall, the City Manager had procedures in place to ensure that City business could continue. The City Manager's actions were put in place in an abundance of caution and she acted appropriately within her authority. The City Manager was not making medical decisions but rather making administrative decisions regarding how to best run City Hall.

Mayor Pieper said that he expects to communicate with the City Manager on a daily basis about COVID-19 issues. He will continue to communicate with the City Manager and try to make the best decisions with the information available to them. City Manager Jeng will continue to send out her written reports and if Councilmember Black notices items in the report that he does not agree with, a meeting can be scheduled at that time. Mayor Pieper did not want to conduct meetings whenever the City Manager makes decisions relating to COVID-19.

Councilmember Black added that he was seeking meetings for any emergency actions relating to COVID-19. It was clearly wrong that staff was sent home for 14 days for presumed potential exposure.

Mayor Pieper said that a City Council meeting can be scheduled when a group decision is needed. He will work closely with the City Manager.

City Attorney Jenkins said that the Mayor was proposing this approach rather than establishing a hard and fast rule that has to be followed in every instance. The Mayor will work closely with the City Manager on a daily basis and if a decision is made and there are concerns expressed by the Council, the Mayor will call a meeting. He can call a special meeting, which can occur as early as 24 hours or 48 hours.

Mayor Pieper opened the item for public comment. There was no public comment.

Councilmember Mirsch said that this discussion demonstrates the need for frequent communication among Councilmembers. She asked if the Council was interested in having daily briefing temporarily while COVID-19 health orders are in effect. The Council could adjourn their regular meeting to a continued meeting to discuss possible required actions.

Mayor Pieper noted that he will address any issues and if a member of the Council is unhappy with his actions, then a meeting can be scheduled.

City Attorney Jenkins added that the actions taken are aligned with the Orders of the County Health Officer and the Governor. The City of Rolling Hills is subject to the orders like every City in the County. He agreed with the Mayor that if the City Manager continues to provide her reports and forwards all of the Governor's orders, proclamations, and County health orders, the Council will have a lot of information but unfortunately will not have control over the requirements.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Pieper adjourned the meeting at 9:38p.m. to a regular meeting of the City Council scheduled for Monday, April 27, 2020 beginning at 7:00p.m. via teleconference.

Respectivity submitted,	
Yohana Coronel, MBA	

Dogmootfully submitted

Approved,		
Jeff Pieper	 	
Mayor		

MINUTES OF A JOINT STUDY SESSION OF THE

CITY COUNCIL AND PLANNING COMMISSION OF THE

CITY OF ROLLING HILLS, CALIFORNIA MONDAY, APRIL 13, 2020

1. CALL TO ORDER

A joint study session of the City Council and the Planning Commission of the City of Rolling Hills was called to order by Mayor Mirsch at 6:07p.m. via teleconference.

2. ROLL CALL

Councilmembers participating via teleconference:

Mayor Mirsch, Black*, Dieringer, Pieper, and Wilson.

Commissioners Present: Chairman Chelf, Cardenas, Cooley, Kirkpatrick and Seaburn.

Councilmembers Absent: None. Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning and Community Services Director.

Yohana Coronel, City Clerk. Michael Jenkins, City Attorney. Jane Abzug, Assistant City Attorney.

3. <u>OPEN AGENDA –PUBLIC COMMENT</u>

NONE.

4. <u>CITY COUNCIL AND PLANNING COMMISSION JOINT STUDY SESSION</u>

Planning and Community Services Director Meredith Elguira presented the list of discussion topics submitted by both bodies for the meeting.

Enforcement of Power on Nuisance

PCS Director Meredith Elguira said that the City receives numerous complaints regarding lights, landscaping, dead vegetation, fallen trees on private property, and damaged fences.

Commissioner Cooley asked how the City distinguishes a nuisance from a code violation.

Assistant City Attorney Jane Abzug said that a nuisance is defined as anything that is injurious to health or safety; or indecent or offensive to the senses; or an obstruction to the free use of property. If the Planning Commission had a particular item to recommend to the Council as a nuisance, that could be a way to address the enforcement of power on nuisance.

^{*}Councilmember Black joined the meeting at 6:47pm.

City Manager Jeng said that from an operational standpoint, it is difficult to differentiate the two because when code violations are continuous, it becomes a nuisance.

Chair Chelf said there have been green construction fences up for years and roll-off containers left on properties for extended period of time. The containers should be placed in the backyard or side yard and residents should not be allowed to bring in more than one container at a time. They should only be for building materials and not used for storage.

Assistant City Attorney Jane Abzug said that this topic came up about 6 months ago when discussing resolutions of approval and the Commission considered placing conditions on the placement of trailers. She noted to the Council and the Planning Commission that if the City were to prohibit roll-off containers and construction trailers unrelated to development projects, then the existing code needs to be amended.

Chair Chelf reiterated a discussion among the Planning Commission that property owners could be required to reapply for a fencing permit every 6 months to justify the need for the fence. If no justification is submitted, then the property owner would be given a time limit to remove the fencing.

Mayor Pro Tem Pieper asked the PCS Director to address the issue and provide proposals to the Planning Commission.

Chair Chelf said that if the City required the applicant to renew permits every 6 months, then there would be no further action needed.

Commissioner Kirkpatrick said that fencing problems are not prevalent in the City. He suggested improvements in communication between property owners, contractors, and the Planning Commission.

Chair Chelf suggested having a definition of "under construction" in order to provide property owners clarity on the usage of construction fencing.

PCS Director Elguira said that staff can address the issue by including the allowable timeframe of construction fencing as a part of the conditions of approval for development projects and use the City's code enforcement officer to ensure adherence to conditions of approval. Alternatively, the code can be amended but would need Building and Safety's input.

Mayor Pro Tem Pieper requested that the Planning Commission take the lead in amending the City code to address the issue and provide proposals to the City Council for consideration.

Councilmember Wilson said that containers could be easily confused with roll-off dumpsters and that these containers come in many sizes. The code change needs to be specific to provide clarify.

Mayor Mirsch recalled a project on Crest Road where the City specified the size and number of storage containers allowed for the project.

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Councilmember Dieringer recommended that the City seek input from Building and Safety to know the specific equipment necessary to be onsite and the appropriate time period that it should remain onsite.

PCS Director Elguira noted that staff will follow up on both issues with the Building and Safety Department.

Tree and View Protection

PCS Director Elguira reported that she is processing one case and estimated that there are three more cases on the horizon. The tree and view issue is becoming a hot topic.

Commissioner Kirkpatrick asked if the residents were interested in understanding the process or if they were attempting to resolve issues.

PCS Director Elguira reported that one resident was corresponding with the neighbor for over a year. Another resident spoke to his neighbor and wrote a letter, while another resident requested advice from staff on how to approach his neighbor.

Mayor Pro Tem Pieper said that these cases will be processed under new rules. If the new rules do not appear to be working well to resolve issues among residents, then the City will have to change the process again.

ADU & JADUs

PCS Director Elguira reported that the City amended ordinances required by State law to allow ADUs and JADUs. To date, one application was received and approved. The applicant met the setback and height requirements and the covenant is being prepared. A second applicant requested a site visit. Thus far, all applicants and potential applicants have been agreeable to adjust project design to be compatible with the City's character.

Mayor Pro Tem Pieper asked if the Planning Commission has concerns about ADUs and JADUs.

PCS Director Elguira said the process for ADUs and JDU's is ministerial.

Chair Chelf expressed concerns that some residents will use the ADU process to bypass the Planning Commission's approval process to get a conditional use permit (CUP).

Assistant City Attorney Jane Abzug said that State law prohibits discretionary review for ADUs/JADUs. If an applicant seeks to have a guest house, the applicant would still need to get a CUP through the normal process.

Housing Element

PCS Director Elguira said that the City in the process of providing a draft of the revised Housing Element to HCD. City Manager Jeng is reviewing the draft. Staff is exploring alternatives to meeting the 18 affordable units required as a part of 4th and 5th Cycle. With new ADU laws in place, the State is allowing cities to use ADUs toward meeting the required number of affordable units. The City is exploring with HCD regarding using ADUs to comply with the RHNA

Minutes Joint Study Session between PC & CC 04-13-20 obligations. The City is waiting to hear back from the State before moving forward with re-zoning the Rancho Del Mar school site or another site.

City Attorney Jenkins added that the availability of ADUs in the zoning ordinance alone will not be sufficient to obtain a certification for the Housing Element. The only way an ADU program will succeed is if the ADUs are covenanted for affordability and actually built. The only way the ADUs are going to be covenanted for affordability is if the City were to provide sufficient incentive for a property owner to place a covenant on their property, requiring that the unit built will only be rented to income eligible persons. There was internal discussion and there are no viable financial incentives that can be provided. The City cannot rely on the ADU program to satisfy the RHNA requirements, particularly for affordable housing. The City will have to identify some sites but is not limited to the two institutional sites located outside the gates. Residential zone sites could also be considered along Palos Verdes Drive.

City Manager Jeng informed the Planning Commission that the City has a work plan with HCD. As a part of the work plan, the final revised Housing Element will be provided to the Planning Commission for review and the Commission will conduct public outreach sometime in September/October 2020.

Councilmember Black joined the meeting at 6:47p.m.

Stormwater

Councilmember Black said that the City has less than ten stormwater discharge outlets. He proposed to have property owners address stormwater runoff by implementing catchments on private properties. Over time, catchments can be installed in the canyons to eventually eliminate all stormwater discharges from leaving the City.

Commissioner Kirkpatrick said that he supports the approach but suggested analyzing each site where a catchment would be placed.

The Planning Commission and the Council both expressed support to eliminate stormwater discharge from the city, however, the Planning Commission expressed the need to conduct a technical study to understand the scope and cost before taking action.

Mayor Pro Tem Pieper suggested that the Planning Commission take the lead on eliminating stormwater discharge from private property.

Chair Chelf said that the subject matter is outside of the realm of the Planning Commission. This matter will need the guidance of a consultant in order to draft proposals for the Council.

City Manager Jeng said that she will work with PCS Director Elguira on considerations, contact consultants to seek more information about eliminating stormwater discharge, and provide proposals for consideration.

5. ADJOURNMENT

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To commence the City Council meeting schedul session at 07:03 p.m.	led at 7pm, Mayor Mirsch adjourned the joint
	Respectfully submitted,
	Yohana Coronel, MBA City Clerk
Approved,	
Leah Mirsch	
Mayor	

MINUTES OF A REGULAR MEETING OF THE

CITY COUNCIL OF THE

CITY OF ROLLING HILLS, CALIFORNIA MONDAY, APRIL 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 Pieper at 7:06p.m. via teleconference.

2. ROLL CALL

PLEDGE OF ALLEGIANCE

Councilmembers participating via teleconference:

Mayor Pieper, Black, Dieringer, Mirsch, and Wilson.

Councilmembers Absent: None.

Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning and Community Services Director

Yohana Coronel, City Clerk. Michael Jenkins, City Attorney. Cris Sarabia, Conservation Director.

Terry Shea, Finance Director. Jim Walker, Budget Consultant.

Others participating via written email/public comment:

Alfred Visco.

3. OPEN AGENDA

Resident Alfred Visco petitioned the City to immediately abate the extreme fire hazard and public nuisance in Paint Brush Canyon. He also requested an update on the status of the code case on 7 Ranchero Road. Mr. Visco suggested that the City reduce the amount of high fire risk vegetation with detailed mapping and receive a presentation from the Fire Safe Council representative on creating a Fire Safe Council. He did not observe Mustard plant mowing as a part of the annual maintenance work by the Land Conservancy. He recommended that the City explore the possibility of owners of canyon properties to transfer ownership of the canyon areas to the Land Conservancy or owners providing easements to the Land Conservancy to maintain the canyon areas.

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 FEBRUARY 10, 2020. **RECOMMENDATION: APPROVE AS PRESENTED**
- B. PAYMENT OF BILLS.

RECOMMENDATION: APPROVE AS PRESENTED

C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MARCH 2020.

RECOMMENDATION: APPROVE AS PRESENTED

- D. FINANCIAL STATEMENTS FOR THE FIRST QUARTER OF 2020. **RECOMMENDATION: APPROVE AS PRESENTED**
- E. UPDATED CITY COUNCIL BUDGET CALENDAR FOR FY 2020-2021. **RECOMMENDATION: APPROVE AS PRESENTED**
- F. NEW 2020 SPRING CLEANUP DATES. **RECOMMENDATION: APPROVE AS PRESENTED.**

Mayor Pro Tem Dieringer requested to delay action on consent item 4A meeting minutes to the February 10, 2020 City Council meeting.

Mayor Pro Tem Dieringer moved that the City Council approve consent items 4B, 4C, 4D, 4E and 4F. Councilmember Black seconded the motion. The motion passed by voice vote as follows:

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

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

5. <u>COMMISSION ITEMS</u>

NONE.

6. PUBLIC HEARING

NONE.

7. NEW BUSINESS

A. CONSIDER AND APPROVE A PROPOSAL FROM PALOS VERDES PENINSULA LAND CONSERVANCY FOR ADDITIONAL FIRE FUEL REMOVAL WORK IN THE PRESERVE IN THE AREAS ADJACENT TO THE CITY BORDER.

City Manager Jeng said that the City Council approved an agreement with the Palos Verdes Peninsula Land Conservancy on October 14, 2019 in the amount of \$34,200 for fire fuel removal. The Land Conservancy completed the work in early March 2020. The agreement included a maintenance component for three years at \$12,000 per year for springtime Mustard plant mowing and monitoring of Acacia to prevent regrowth. The maintenance work commenced on April 20, 2020. At the February 10, 2020 City Council meeting, Land Conservancy staff

provided a presentation of the fire fuel removal that took place between November 2019 and February 2020. At the same meeting, the Council requested additional fire fuel removal in the Preserve. A proposal was received from the Land Conservancy and the proposed work is estimated to cost \$50,000. She introduced Cris Sarabia from the Land Conservancy.

Mr. Sarabia presented the Council with the approved fire fuel reduction areas from 2019 and the proposed areas for additional fire fuel reduction. He addressed Mr. Visco's comment and stated that Paint Brush Canyon was difficult to reach. He added that the new proposal includes limbing up pine trees. Pine trees are expensive to remove and if the Council should elect to remove the pine trees, he can solicit pricing. Mr. Sarabia is working with Cal State Long Beach Geographical Information Science. As a part of the Master's Degree program, students will map the entire Peninsula. The work will map locations of Acacia and other plants and Mr. Sarabia hopes to share the data with the Peninsula Cities.

Councilmember Wilson asked about Mustard plant seed drop, how many pine trees are proposed to be limbed up, and the height that the pine trees will be limbed to.

Mr. Sarabia said that the Mustard plant is flowering and developing seeds. The mowing of the plant must take place now to remove the seed bank. Approximately 3 or 4 pine trees are included in the proposal and the trees will be limbed up to a standard of six feet off the ground. If pine trees are found to be on private property, no work will be performed on those trees.

Councilmember Black asked about the areas between Fire Station Trail and Crest Road going west toward the school.

Mr. Sarabia said that the area is difficult to access and to get in there to do removal work would be very expensive because of the type of equipment needed.

Mayor Pro Tem Dieringer asked if maintenance was needed for the proposed work and if so, what is the estimated annual cost of such maintenance. She asked Mr. Sarabia to comment on the efficacy of removing the Mustard versus the Acacia.

Mr. Sarabia said that maintenance is needed to eliminate the Mustard plant. He stated that he did not have the maintenance cost but could follow up with a revised proposal to include a multi-year maintenance plan. Mr. Sarabia stated that Acacia is targeted because it is a long-life shrub; the longer it lives, the bigger it grows. Mustard plant only lives one to two years but could repopulate with the seed bank.

Mayor Pieper stated that the Council would like the proposal to include a multi-year maintenance plan.

Mayor Pieper opened the item for public comment.

Mr. Visco stated that he was in support of the Palos Verdes Peninsula Land Conservancy proposal. He pointed out that pine trees and Acacia are listed as high fire hazard plants by the LA County Fire Department Ready!Set!Go! brochure. He recommended that the pine trees be removed but if

they cannot be removed, that the canopies be thinned.

Mayor Pieper asked about the time that it would take to complete the proposed work. He also requested the Land Conservancy to submit the cost for multi-year maintenance, and the estimated cost to remove the pine trees, at the next City Council meeting.

Mr. Sarabia said that it would take approximately 37 workdays to complete the work. He will provide a cost for removing pine trees and include the maintenance plan in a revised proposal.

Mayor Pro Tem Dieringer moved that the City Council delay action on the item until the next meeting with additional information from the Land Conservancy. Councilmember Black seconded the motion. The motion passed by voice vote as follows:

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

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

B. PRESENTATION ON A POTENTIAL PROJECT TO ELIMINATE STORMWATER DISCHARGE AT ONE DISCHARGE POINT FROM THE CITY TO THE RECEIVING WATERS.

City Manager Jeng said that one of the priorities from the City Council Strategic Planning workshop in January 2020 was to explore stormwater management on private property and to build capital improvement projects throughout the City to eliminate some of the MS4 permit requirements. Rolling Hills is divided into two watersheds. The southern portion of the City drains to the Santa Monica Bay. The other portion of the City drains to the Machado Lake. The Regional Water Quality Control Board mandates the City to monitor the stormwater quality entering Santa Monica Bay and Machado Lake. The Santa Monica Bay data shows that the City's discharge is meeting requirements, however, data shows water quality issues with the discharge to Machado Lake. If the City can demonstrate that a certain amount of stormwater discharge is eliminated from leaving the City, the Regional Water Quality Control Board could ease some of the MS4 permit requirements. City Manager Jeng presented a proposal to retain the discharge from Bent Spring Canyon, located to the east of City Hall. The cost of the proposed project is approximately \$3.2 million and is eligible for local Measure W funds. There is also a Prop 1 grant from the State that can be pursued.

Mayor Pieper asked for the number of stormwater discharge points that the City needed to address based on this approach and how to deal with the stormwater discharges from private property.

City Manager Jeng said that all the discharge points to Machado Lake would need to be addressed. With respect to private properties, the City will need to get easements from property owners.

Councilmember Wilson asked if the proposed project would be built on private property. He also asked about the "allowance" line on the project cost estimate.

City Manager Jeng said that the project would likely be built on City property, Rolling Hills Estates' property and private property. The "allowance line" is for permit costs, such as required permits from the Sanitation District.

Mayor Pro Tem Dieringer asked if the discharge points south and east could be combined and then discharged as one point of stormwater discharge.

City Manager Jeng said that it might be possible to combine the stormwater discharges but it depends on the terrain, and the ease of routing discharge from one point to another. As an example, she explained that the Torrance Airport Project was proposing to combine discharges from four Peninsula Cities and direct the discharge towards the Torrance Airport.

Councilmember Mirsch asked if there was a deadline for the grants mentioned beforehand.

City Manager Jeng said that the deadline for the first round of regional Measure W money is mid-July.

Mayor Pieper opened the item for public comment.

Alfred Visco said that he was not familiar with the discharge issue but the proposed project could provide a substantial amount of stormwater in a reservoir that could be used for fighting fires.

Mayor Pro Tem Dieringer moved that the City Council direct the City Manager to discuss with the Regional Water Quality Control Board if the proposed project would eliminate certain requirements of the MS4 relating to the Machado Lake watershed and pursue available grant funds. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

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

C. FY 2020/21 BUDGET PREPARATION DOCUMENTS, FY 2019/2020 YEAR-END REVENUE AND EXPENDITURE PROJECTIONS, FY 2020/2021 CONSUMER PRICE INDEX (CPI) ADJUSTMENT FOR BUDGET.

Budget Consultant, Jim Walker, gave an overview of the 2019-2020-year end projections and the Consumer Price Index for March 2020 to be used to project the 2020-2021 budget.

Finance Director Terry Shea and Mr. Walker projected that the total General Fund Revenues through June 30, 2020 would be \$1,887,597. This amount is \$390,703 lower than the amended budget amount of \$2,278,300. The decrease in revenues are primarily due to Building & Other Permit Fees (lower by \$346,288) and Variance, Planning & Zoning Fees (lower by \$30,169) due to the effects of COVID-19. General Fund Expenditures through June 30, 2020 are projected to be \$1,868,938. This is \$364,662 lower than the amended budget amount of \$2,233,600. The decrease

is primarily due to the following: salary and benefit savings from City Administration Department from the vacancy of the Senior Management Analyst position; lower volume of building inspections in the Planning Department; lower Wild Life Management & Pest Control expenses in Law Enforcement fund; and cost savings for no expenses relating to the peninsula wide preparedness staff member. Prior to this City Council meeting, the Finance/Budget/Audit Committee recommended that the city continue to appropriate funds for capital improvement projects: the tennis courts, ADA improvements and City Hall ADA improvements.

Mr. Walker reported that the March 2020 CPI was 1.9%. This percentage will be used for the annual cost of living adjustment and other contractual budget items for the 2020-2021 budget. In comparison, CPI for last March was 2.7%.

Councilmember Black asked if the CPI for another month could be used instead of March.

Mr. Walker said that the City Council voted to use March in lieu of May because the CPI for May is typically released in June after budget adoption.

Mayor Pieper asked for public comment. There was no public comment.

Councilmember Wilson moved that the City Council receive and file the item. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

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

Councilmember Black requested item 9A be heard next because he needed to leave the meeting.

Item 9A (out of order)

9. <u>MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE</u> <u>REPORTS</u>

A. CONSIDER REQUEST FROM MAYOR PIEPER TO DISCUSS TIMING FOR RE-OPENING ROLLING HILLS CITY HALL TO THE PUBLIC.

Mayor Pieper said that City Manager Jeng made provisions to conduct city business in-person by appointment. Residents can call, email, or make appointments with staff for service. No other city halls in Los Angeles County are open to the public. He spoke to other Mayors in the Peninsula and they are trying to figure out when to reopen city halls. He expressed concerns with being the first city to reopen city hall to the public and having negative media attention. He has concerns regarding our failure to coordinate our reopening with adjacent cities, thereby jeopardizing future interactions. He also discussed minimizing risks of losing the entire staff if someone contracts COVID-19. If Rolling Hills is the first city to reopen city hall to the public, it would put

unnecessary pressure on adjacent cities and he did not see the benefits of being the first city to reopen.

Councilmember Black stated that city hall is considered an essential business and should have never closed. City hall is ideal for social distancing. From a medical viewpoint, there is no reason city hall cannot be open if common sense is used. He said that he did not care about the activities of other cities and that Rolling Hills needs to show leadership.

Mr. Walker suggested contacting JPIA and stated that the Council should consider liability issues.

Councilmember Black said that workers compensation would take care of the employees.

Mayor Pro Tem Dieringer said that the courts are closed, and criminal defendants have their constitutional rights on hold. She noted that all the courts are closed until May 15, 2020 and that date could be extended. It did not make sense for city hall to open especially with a small staff. If someone comes in and does not adhere to the social distancing requirement and one employee gets sick, that would require the rest of the staff to be quarantined. How would business continue?

Councilmember Black said that courthouses cannot be compared to city hall.

Councilmember Mirsch said that a health order is in effect until May 15th. The County is encouraging minimal contact with the public. She said that city business needs are being met in the way business is being conducted. Furthermore she has not received any complaints that services were not being provided by staff.

Councilmember Black stated that the May 15th date is applicable to non-essential businesses and city hall is considered an essential business. He asked how many building permits have been issued since the beginning of March.

PCS Director Elguira said that half a dozen permits have been issued.

Councilmember Wilson said that he does not support opening city hall because there are no service issues.

Councilmember Black made a motion to reopen city hall and stated that he does not care what other Mayors are doing.

The motion did not receive a second.

Mayor Pieper said that this matter can be revisited by Council if necessary.

Councilmember Black left the meeting at 8:58pm.

Item 8C taken out of order

8. OLD BUSINESS

A. UPDATE ON MEASURE W – SAFE CLEAN WATER PROGRAM TRANSFER AGREEMENT TO RECEIVE LOCAL RETURN ALLOCATIONS.

City Manager Jeng said Measure W local return funds were assumed to be available this fiscal year to offset the cost of implementing MS4 permit requirements. The County noted that the funds will not be disbursed until a Transfer Agreement is executed with local agencies. This staff report was provided to inform the Council that the draft agreement has been forwarded to the City Attorney's office for review. The City's consultant McGowan and Associates reviewed the draft agreement and comments on the draft agreement were sent to the County for consideration. No Council action was needed for this item, however, additional general funds need to be appropriated for this fiscal year to back fill the MS4 compliance cost that was assumed to be offset by Measure W. Disbursement of funds is expected next fiscal year in August 2020. City Manager Jeng also said that 30% of the Measure W local return could be used toward existing programs such as paying Ms. McGowan's fees.

Mayor Pieper asked for public comment. There was no public comment.

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

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

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

B. UPDATE ON LOS ANGELES COUNTY REVIEW OF THE CITY'S SEWER FEASIBILITY STUDY PHASE II PROJECT.

City Manager Jeng updated the Council on the Sewer Feasibility Study Phase II Project. As a related item, City Manager Jeng went over the RHCA's request to replace the septic tank near the tennis courts. In response, the Council delayed taking action on RHCA's request until the sewer feasibility study was accepted by the County. The feasibility study remains under review by the Los Angeles County Department of Public Works (LACDPW). On April 13, 2020, Willdan Engineering reported that review of the City's sewer study is expected to be completed during the week of April 27, 2020.

City Manager Jeng summarized the review comments received from the County to date. Back in November 2019, the County noted that there is an existing segment of the downstream pipe that needed to be upgraded to a 10-inch diameter pipe to accommodate the additional discharge from the City. The estimated project cost, with the pipe upgrade, was approximately \$1,087,000. The review comment from the County received in early 2020 called for the methodology of estimating sewer flow to be changed from occupancy to land use/zoning. This change require the upsized 10-inch diameter pipe to be further upsized to a 12-inch diameter pipe for three segments downstream. The updated project estimate is approximately \$1,098,000, showing minimal increase from the

upsizing of existing pipes. Of the estimated total project cost, \$84,000 is for engineering design. The next phase would be to hire an engineering company to prepare the design.

Mayor Pieper asked about the timeframe to take on the project from a pricing standpoint.

City Manager Jeng said that it would be in the best interest of the city to construct the sewer line in the next three years. Engineering fees will remain relatively stable as the rates for services have multipliers built in for benefits, staff, and admin charges. Project savings could come from the construction side especially if the economy slows down, the City might be able to get better pricing for labor and material cost. She said that if the engineering design for the project was to commence on July 1, 2020 the design can be completed by December 2020. The City Council can evaluate the market condition at that time and decide to delay or move forward with constructing the project.

Councilmember Wilson said that he calculated that at least 1/3 of the estimated cost is related to contingency.

Discussions ensued between Councilmember Wilson and City Manager Jeng on specific line items of the engineer's estimate and the method of calculating those items.

Mayor Pieper opened the item for public comment. There was no public comment.

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

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

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

C. STRATEGIC PLANNING WORKSHOP DISCUSSION #3.

City Manager Jeng reported that at the Strategic Planning Workshop held in January 2020, the Council developed four priorities for the City: Wildfire Mitigation/Emergency Preparedness, Utility Undergrounding, Drainage, and Sewer. Under each category, staff developed a list of budget items to support the priorities proposed for next fiscal year. City Manager Jeng proceeded to cover the budget items for each priority.

Wildfire Mitigation/Emergency Preparedness

- 1. Block Captain Program
- 2. Fire Fuel Reduction in the Preserve
- 3. Fire Fuel Reduction in Rolling Hills
- 4. CWPP Development/Adoption
- 5. Arborist to support enforcement of Fire Fuel Abatement Ordinance

Utility Undergrounding

- 1. Crest Road Undergrounding Cal OES grant
- 2. Eastfield Drive Undergrounding Cal OES grant
- 3. Assessment District support, conduct continuous workshops for neighborhood groups
- 4. Pursue grants for projects

Drainage

- 1. Parcel based hydromodification policy development to minimize impacts to surrounding canyons and downstream parcels
- 2. Bent Springs capital improvement project feasibility study to include City Hall campus stormwater discharge
- 3. Masterplan to eliminate stormwater discharge from the City

Sewer

- 1. Investigate extension of existing sewer mains into the City of Rolling Hills
- 2. Design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road to connect with County truck line on Crenshaw Boulevard
- 3. Pursue grants for capital improvement projects

City Manager Jeng said that a spreadsheet with high-level cost estimates for the proposed budget items was included in the staff report. She requested feedback on the proposed budget items and noted that staff is not requesting action to be taken on this item.

Councilmember Wilson asked if portions of proposed budget items were already in the current budget and if so, what is the increase for next year if the proposed budget items were approved.

City Manager Jeng said that \$50,000 for the Fire Fuel reduction in the Preserve would come out of the current budget if approved at the next City Council meeting. Staff could get started on the design of the sewer project this year and the remaining expenses would be carried over to next year. All the other expenses would be carried over to the next fiscal year.

Mayor Pro Tem Dieringer asked about the proposed budget item listed regarding fire fuel reduction for properties in Rolling Hills that are adjacent to the Preserve. How can public funds be used for fire fuel reduction as to these areas and not be offered elsewhere in Rolling Hills? She asked for more details regarding the parcel based hydromodifications policy development and inquired about the \$8,000 expense.

City Manager Jeng said that the proposal to fund fire fuel reduction on private property immediately adjacent to the fire fuel removal work in the Preserve is one approach to make use of the investment in the Preserve. The proposal is one thought and there may be other possible options. The \$8,000 is proposed for technical guidance regarding the requirements on private property to address stormwater runoff.

Mr. Walker asked about fire fuel reduction and the Fire Department's involvement in weed abatement.

City Manager Jeng said that the Fire Department only evaluates areas 200 feet from a structure. The Agricultural Commission can be contracted to perform abatement work if called on by the Fire Department. The City's interested areas for fire fuel abatement fall outside of the 200 feet radius and thus are not inspected by the Fire Department.

Councilmember Wilson asked if public funds were used to remove fire fuel on private property, would that be considered a gifting of public funds.

City Attorney Jenkins said that a program can be devised to address a specific issue. The issue could be argued as a community problem and to a greater extent, is a problem for the private property owner. Standards would have to be established and every similar situation treated the same. He advised thinking it through before committing any public funds to that venture. Generally private property owners are financially responsible for the condition of their property and the remediation of the conditions on their property.

Mayor Pieper asked for public comments. There was no public comment.

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

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

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

10. MATTERS FROM STAFF

NONE.

11. ADJOURNMENT

Mayor Pieper asked for additional remarks from the City Council.

Councilmember Mirsch commented that she will strive to use Zoom instead of dialing into the meeting.

Councilmember Wilson inquired regarding the status of the striping on Crest Road East.

City Manager Jeng asked if she could contact Councilmember Wilson offline to provide a status on the Crest Road East striping.

Hearing no other business, Mayor Pieper adjourned the meeting at 9:34p.m. The next regular meeting of the City Council is scheduled for Monday, May 11, 2020 beginning at 7:00p.m. via teleconference.

	Respectfully submitted,
	Yohana Coronel, MBA City Clerk
Approved,	
Jeff Pieper	
Mayor	

MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA THURSDAY, JUNE 04, 2020

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Pieper at 5:04 p.m. via teleconference.

2. ROLL CALL

Councilmembers participating via teleconference:

Mayor Pieper, Dieringer*, Black, Mirsch, and Wilson.

Councilmembers Absent: None. Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning & Community Services Director.

Yohana Coronel, City Clerk. Michael Jenkins, City Attorney.

Captain James Powers, Los Angeles County Sheriff's Department.

Others participating via written email/public comment:

Arlene & Gene Honbo.

Fred Lorig.

4. <u>MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE</u> REPORTS

A. CONSIDER ADDITIONAL SECURITY MEASURES AT EACH OF THE THREE GATES IN RESPONSE TO CIVIL UNREST ARISING FROM PROTESTS AND DEMONSTRATIONS.

Mayor Pieper said that he called for a special meeting of the City Council to discuss security measures at each of the gates in response to the civil unrest. He said that he communicated frequently with the City Manager during the civil unrests. City Manager Jeng was in contact with Los Angeles County Sheriff Captain James Powers. The Captain provided her with intelligence from threat reports. Mayor Pieper said that he and the City Manager wanted to be prepared and they discussed various plans that were coordinated with the Sheriff's Department. Mayor Pieper asked Captain Powers to assign patrol cars or mobilize the National Guard to stand guard at each gate entrance but resources were not available. Given the latest developments on the civil unrest, Mayor Pieper said that no action was needed this evening. Mayor Pieper said that he had received numerous calls over the weekend from residents requesting armed guards to monitor the gates. Since there were reports of protests moving in to residential areas, Mayor Pieper looked into armed services. Since then, threats of civil unrest subsided.

Captain Powers said that he had implemented a 12 hour shift on Monday, May 31, 2020 at 6 p.m. Protests that took place at the Trump golf course were peaceful but there were protests elsewhere in Los Angeles County that were not peaceful. He stated that the Sheriff's Emergency Operating Center (EOC), Information Bureau, and other entities of the Sheriff's Department are operating 24 hours a day, 7 days a week to monitor social media. The Sheriff's Department is well-informed of the latest developments. Rolling Hills City Hall and the three gates were a part of his threat assessment. Many social media posts were found to be inaccurate or fictional but his department took them seriously and prepared accordingly. The implementation of the 12 hour shift added more personnel per shift. Captain Powers informed the Council that he had the ability to request additional resources if necessary and assured the Council that the City of Rolling Hills was not neglected in any way.

(Public Comment Out of Order)

3. OPEN AGENDA

Arlene and Gene Honbo said that the City relies on Los Angeles County Sheriff and Fire Department for safety services. The Honbos said that the City Council should be mindful of the current civil unrest because the city is not isolated from potential problems. The Honbos wanted the City Council to work with law enforcement to determine what is needed for Rolling Hills to protect the residents and their property. The Honbos said they support increasing law enforcement patrol but do not support using armed guards as a primary solution. They recommended establishing an ad-hoc team of 2 to 3 residents to monitor Los Angeles County and nearby communities to determine if the unrest is a threat to Rolling Hills.

Fred Lorig inquired if other gated community in Southern California are experiencing issues of civil unrest? Does the City of Hidden Hills or Bradbury or Fremont Place have armed guards at the entries to the community? Were there any specific known threats to Rolling Hills?

City Manager Jeng said that she corresponds with the City Managers from Bradbury and Hidden Hills regularly. There were no reports of any civil unrest in their communities. She was unsure about the use of armed guards.

Captain Powers said that there were no known threats to the City of Rolling Hills.

5. <u>ADJOURNMENT</u>

The meeting adjourned in memory of Steve Burrell, former Rolling Hills City Manager. Mr. Burrell passed away on May 26, 2020.

Hearing no further business before the City Council, Mayor Pieper adjourned the meeting at 5:21p.m. to a regular meeting of the City Council scheduled for June 8, 2020 beginning at 7:00p.m. via teleconference.

	Respectfully submitted,
	Elaine Jeng, P.E.
	Acting City Clerk
Approved	
Approved,	
T CC D'	
Jeff Pieper	
Mayor	

MINUTES OF A REGULAR MEETING OF THE

CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA MONDAY, JUNE 08, 2020

1. <u>CALL TO ORDER</u>

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Pieper at 7:03p.m. via teleconference.

2. ROLL CALL

Councilmembers participating via teleconference:

Mayor Pieper, Dieringer, Black, Mirsch, and Wilson.

Councilmembers Absent: None. Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning & Community Services Director.

Yohana Coronel, City Clerk. Michael Jenkins, City Attorney. Terry Shea, Finance Director.

Roger Hawkins. Alfred Visco.

3. OPEN AGENDA

Roger Hawkins commented via email on the safety measures at the three gates. He stated that the City's, June 2nd, Blue Newsletter arrived at his residence after the special meeting took place, therefore he was not able to submit his comments. He suggested that the City partner with the RHCA to alert the residents of such meetings via dwellingLIVE. In 2019, a break-in at a resident's home prompted the Association to hire Covered Six to prepare a security assessment report to provide insight as to how to mitigate risk and increase security in the community. After the report, many residents requested hosting a presentation with Covered Six to ask questions. The Board denied the request and stated they would instead rely on the Association staff for security advice, which these staff are not qualified nor licensed to do. It is his opinion that the Council should not deprive the residents of the benefit of a "no cost" advice offered by Covered Six. The City should be looking towards experts, like Covered Six, with respect to security and not rely on the current gate staff that according to the Association, "are not trained security officers…" It is best if the City prepares before violence erupts, not afterwards.

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 MARCH 09, 2020, REGULAR MEETING OF MARCH 23, 2020, SPECIAL MEETING OF MARCH 30, 2020, JOINT STUDY SESSION WITH THE PLANNING COMMISSION AND CITY COUNCIL APRIL 13, 2020, REGULAR MEETING OF APRIL 27, 2020 AND REGULAR MEETING OF MAY 11, 2020.
 - RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
 - RECOMMENDATION: APPROVE AS PRESENTED
- C. CONSIDERATION AND APPROVAL OF ON-CALL INDUSTRIAL HYGIENISTS TO SET UP COVID-19 DEEP CLEANING PROTOCOLS AND MONITOR DISINFECTING EFFORTS.
 - RECOMMENDATION: APPROVE AS PRESENTED
- D. APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH RINCON TO UPDATE THE GENERAL PLAN'S SAFETY ELEMENT.
 - RECOMMENDATION: APPROVE AS PRESENTED
- E. APPROVE A CONTRACT WITH DEVELOPMENT PERMIT TRACKING SOFTWARE.
 - RECOMMENDATION: APPROVE AS PRESENTED

Mayor Pro Tem Dieringer requested to pull consent item 4A and 4C.

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

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

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

Item 4A

Mayor Pro Tem Dieringer asked for consent item 4A to be brought back for the next Council meeting in order to make corrections with the City Manager.

Item 4C

Mayor Pro Tem Dieringer suggested approving the vendor that cost less and that staff search for an alternate vendor. Once the alternate has been found, the item can be brought back to the Council.

Councilmember Black commented that the item was completely unnecessary. The initial study from the New England Journal was not peer reviewed and was inaccurate. He mentioned that the editors are in trouble because they published that the virus could live for days on a surface and, as it turns out, it is only a matter of minutes. Regular cleaning applications can be used to wipe down surfaces, no special cleaning is needed.

Councilmember Mirsch stated that she understood why the City was trying to be preemptive about the issue and have a vendor on call and welcomed more discussion.

Mayor Pieper commented that he understood the City would like to have a vendor on standby just in case City Hall has a COVID-19 case and needs to be sanitized.

City Manager Jeng stated that there were levels of concern the City was trying to address. The first is making people aware that additional cleaning measures are being taken, in addition to social distancing and masking. If there is a COVID case, the City needs to have provisions in place in order to ensure that the public and employees are safe to return to City Hall. If City Hall hires cleaners to come in after the fact, it is difficult to demonstrate that City Hall has been sanitized to a standard. Determining that standard is the reason why she is recommending hiring a hygienist. A hygienist would set up cleaning protocols and monitor disinfecting efforts.

Mayor Pieper asked which vendor was most cost effective.

City Manager Jeng replied Ellis Environmental.

Councilmember Black inquired what the \$18,000.00 was for.

City Manager Jeng answered that the cost covered establishing cleaning standards and inspection of the facility after the cleaning is done. This proposal does not include the physical cleaning; that element is covered by a third party.

Mayor Pieper suggested finding a vendor that conducts the actual cleaning and discussing the item at a later time.

Councilmember Black moved that the City Council identify a cleaning service that can provide cleaning services if the office requires sanitization. Councilmember Mirsch seconded the motion. The motion passed by voice vote as follows:

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

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

5. COMMISSION ITEMS

NONE.

6. **PUBLIC HEARING**

A. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 1253 ADOPTING THE 2020/2021 FISCAL YEAR BUDGET AND RESOLUTION NO. 1254 ESTABLISHING THE ANNUAL APPROPRIATIONS GANN LIMIT FOR THE CITY OF ROLLING HILLS.

Finance Director Terry Shea reported that on May 26, 2020 the City Council held a Budget Workshop to review the Draft Proposed Fiscal Year 2020/21 Budget approved by the City Council Finance/Budget/Audit committee on May 18, 2020. The Proposed FY 2020/21 Budget Highlights were reviewed in detail with changes from the FY 2019/20 Budget Highlights. City Council reviewed and approved the General Fund FY 2020/21 draft proposed budget and Other Funds. The budget serves as the City's roadmap for allocating resources. The budget is a resource allocation plan for providing city services and achieving the priorities and goals that serve the residents and the public. There are few steps the City follows for this process and they are as follows:

- 1. January 13, 2020 City Council received, reviewed and approved the FY 2020/21 budget calendar.
- 2. March 23, 2020 City Council received and reviewed the FY 2020/21 mid-year budget report and approved the recommended budget adjustments.
- 3. April 27, 2020 City Council Finance/Budget/Audit Committee reviewed Financial and Investment Policies; and reviewed and discussed the Schedule of Fees and Charges.
- 4. May 11, 2020 City Council reviewed and approved Financial and Investment Policies, Schedule of Fees and Charges, and a three-year capital improvement plan.
- 5. May 18, 2020 City Council Finance/Budget/Audit Committee reviewed the FY 2020/21 staff proposed budget.
- 6. May 26, 2020 City Council Budget Workshop to review the Finance/Audit Committee's approval of the FY 2020/21 staff proposed budget.
- 7. June 8, 2020 City Council to hold a public hearing regarding adoption of the FY 2020/21 budget, and approval of the GANN Limit.

Projecting revenues for FY 2020/21 using conservative revenue forecasting, staff anticipates the continued resurgence of property values and is projecting a 4% increase in Property Taxes. Staff is projecting a decrease in building permit and other fees of over 50% of the Fiscal Year 2019-20 Budget. Total projected revenues are down \$274,150 from the Fiscal Year 2019-20 Budget, but include a projected amount of \$56,250 in Prop A Exchange Revenues for a net decrease of

\$217,900. The proposed expenditures are projected to be \$42,118 higher than the Fiscal Year 2019/20 Adjusted Budget, as a result of a one-time expense for the Housing Element and the upcoming election.

He proceeded to provide highlights of the General Fund. The FY 2020/21 budget projects \$2,060,400 in revenues in relation to \$2,385,718 in expenditures resulting in a deficit of \$325,318 before transfers and a deficit of \$478,845 after transfers. Salaries are budgeted to include up to a 5% salary increase of \$25,014 including an estimated cost of living adjustment (COLA), of 1.9% (\$11,737) and a 3.10% (\$13,277) for Exceptional Performance Salary Bonus Pool in accordance with the approved Personnel Manual. City Administration increased by \$67,800, including \$28,700 for salaries and benefits and \$30,000 for the cost of the upcoming election. Finance increased by \$3,433, which includes an increase of 1.95% to the RAMS Contract. Planning & Development had an overall decrease of \$4,400, which includes an increase of \$91,400 in Special Project Study and Consultants for the required updates to the Housing Element, offset by decreases of \$45,000 for LA County Building Inspection and \$61,000 for Storm Water Management. Law Enforcement had a projected increase of 5% in the LA County Sheriff's contract which is being offset by an increase in the costs being charged to the COPS Fund and a decrease in Wild Life Management and Pest Control of \$11,500, for an overall decrease to the General Fund of \$5,415. In Non-Department Fund there is a decrease of \$7,300 for Insurance expenditures. City Properties had a decrease of \$12,000 for Repairs and Maintenance expenditures.

Other Funds include the Community Facilities Funds which the City will be giving \$5,000.00 each to Caballeros, the Tennis Club and the Women's Club. The General Fund will transfer \$11,000 to the Community Facilities Fund in FY 2020/21. The Refuse Fund includes a transfer to the General Fund of (\$24,000). This transfer includes (\$12,000) for the administration of refuse services and (\$12,000) to cover staff time and costs associated with administering the storm water management program. Also, the City will be providing its residents a reprieve from the annual Refuse Collection COLA it imposes annually on July 1st. This will equate to a \$193.64 savings for each residence in its annual rate and cost the City \$132,643. Also, the City changed the FY 2020/21 Cash Reserve Policy from \$66,200 to the annual General Fund subsidy less the cash available at June 30, 2020; the projected transfer is \$57,528. The Traffic Safety Fund includes \$20,000 for other work outside of the annual striping. The General Fund will be budgeting a transfer of \$24,000 to the Traffic Safety Fund in FY 2020/21. The COPS Fund revenues are projected to increase by \$15,000 to \$155,000. 2019/20 Program Expenditures will increase to \$164,898 to cover the 2020/21 LA County Sheriff's Department increase of 5.00% for Law Enforcement Services and will cover the 275 supplemental hours for Traffic Enforcement estimated to be \$25,800 in FY 2020/21. The Utility Fund includes \$85,000 for the design of the Sewer Mainline along Portuguese Bend Road. The General Fund will not transfer monies to the Utility Fund. The Capital Projects Fund will budget \$50,000 for Tennis Court Improvements, \$7,000 for the City Hall ADA Design and \$32,000 for Acacia removal. The General Fund will be transferring \$89,000 to the Capital Projects Fund in FY 2020/21.

The Transit Funds for Proposition A will have an exchange of \$75,000 and for Proposition C a gifting of \$60,000. For Measure M and Measure R there are no proposed expenditures or gifting as the City is accumulating these funds for the future parking lot project. For the Measure W Fund the City is projecting income of \$110,000 and proposing an expenditure for Storm Water Management of \$38,750. There is a new Measure A Fund for which the City is projecting income of \$26,100 with no proposed expenditures for Fiscal Year 2020/21. He concluded by stating that the overall financial position of the City's General Fund remains strong with a projected year-end Unassigned Fund Balance of \$4,854,000.00 at June 30, 2021. The City is looking at a net deficit of \$759,000.00 if everything is spent from the proposed budget, which includes all the funds.

Finance Director Shea proceeded to share the appropriations loan. The base year for the appropriations limit was \$256,941.00. California's per capital income went up 3.7% this year and the population in LA County went down .11%; when you take those two percentage changes and multiply it by the prior year, it will provide a new limit of \$1,784,681.00. The City's proposed expenditures are below that figure by about \$250,000.00.

Mayor Pieper opened the item for public comment.

Alfred Visco commented, via email, that it was his understanding that there was approximately \$4.8 million in unassigned fund balance as of 6/30/21. He suggested that a study should be conducted to determine what should be done with said funds (insurance reductions, rainy day fund, wildfire mitigation or have it returned to the taxpayers). He raised the same issue with the Association, which predicted approximately \$5.8 million in undesignated fund balance as of 6/30/21. He concluded by asking if the City was self-insured.

Mayor Pieper replied that that City is not self-insured and that the amount that the City currently has would not survive a major lawsuit. A lot of the money being spent is for upcoming capital improvement projects that have been put off for a long time and that are finally making their way through, for example, the ADA project. He stated that the City likes to proceed with caution because when there is downturn, like the present, the City does not have to change their fees and will still be able to give back some money, like with the trash subsidy and annual contributions to the community clubs (Women's Club, Tennis Club and the Caballeros).

Councilmember Black added that it is not easy returning money to the taxpayer, and that is why the City absorbs the trash increase every year. Gifting of public funds is a major concern that the Council must contend with; however, the Council is open to hearing any other suggestions as to how best use the unassigned funds.

Councilmember Mirsch moved that the City Council approve the adoption of the Fiscal Year 2020-2021 Budget for all the City's Funds and the Annual Appropriations Limit as presented. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

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

7. OLD BUSINESS

A. CONSIDER AND APPROVE AN AGREEMENT WITH RACE TELECOMMUNICATION INC. TO PROVIDE BROADBAND SERVICES THROUGH THE SOUTHBAY COUNCIL OF GOVERNMENTS (SBCCOG) FIBER NETWORK PROJECT.

City Manager Jeng reported that in August 2019 the City Council committed to joining the Southbay Council of Governments (SBCCOG) Fiber Network and authorized her to submit a letter of commitment. The Southbay Fiber Network is a set of fiber lines built in the Southbay to serve agencies like the City of Rolling Hills. The SBCCOG had selected American Dark Fiber as its vendor. The system is built by a team led by American Dark Fiber (ADF). The ADF team includes HP Communications to manage new construction and Race Telecommunication Inc. to provide customer service. The item was brought before the Council to request that the City agree to approve an agreement with Race Telecommunications Inc. to provide broadband services to the City through the SBCCOG Fiber Network Project. The cost for 1 gigabit (Gb) of service is \$1,000.00 per month for a term of three years.

Mayor Pieper opened the item for public comment. Hearing none he returned to the discussion.

Councilmember Mirsch moved that the City Council approve an agreement with Race Telecommunications Inc. to provide broadband services for a minimum period of three years. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

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

8. NEW BUSINESS

NONE.

9. <u>MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE</u> <u>REPORTS</u>

A. CONSIDER PLACING CENTERLINE STRIPING ON LOWER BLACKWATER CANYON ROAD BETWEEN PORTUGUESE BEND ROAD AND WILLIAMSBURG LANE.

City Manager Jeng conveyed her understanding from the last meeting was that there were some concerns that the contractor did not fulfill their obligations of the striping project. She proceeded to explain how public projects are conducted. The City puts out a scope of work and then an inspector is hired to make sure the contractor performs that scope of work. Staff does not present the project to the Council for acceptance until the contractor produces everything listed under the scope of work. The centerline striping along Lower Blackwater Canyon, between Portuguese Bend Road and Williamsburg Lane, was not part of this project's scope of work and therefore the contractor did not place the centerline. This work was based on an assessment by the Traffic Engineer.

Councilmember Black inquired if the entire Council was aware of that omission because he was not. It was his belief that there should be a centerline down the whole street, not just on Williamsburg Lane. He recalled Councilmember Wilson raising the same concerns.

City Manager Jeng replied that all bidders had responded to the same scope of work. She confirmed that the scope of work in the bid did not call for a centerline. She added that bids are based on a list of quantities that are included and listed in the plans that were advertised. She further explained that Councilmember Wilson had asked about striping on Crest Road East and whether it was different striping; his concern was not about a lack of striping.

Councilmember Wilson commented that he had noticed that the recent striping was different and recalled having more double yellow lines on the street prior to this striping. He asked who was the Traffic Engineer that monitored the project.

City Manager Jeng replied that Charles Abbot & Associates was used as the Traffic Engineer.

Mayor Pieper pointed out that there were two topics being discussed. Crest Road West, which has not been worked on, and has a centerline and double yellow lines the entire way. It was his opinion that unless the current striping on Crest Road West is legally needed, it is a negative to him compared to the dotted yellow lines and a sub divider on Crest Road East. To him, the dotted yellow lines felt more country and conveyed a small city feel. He preferred the new striping on Crest Road East, so long as it is legal.

Councilmember Black disagreed and felt that no one should be allowed to pass on Crest Road. There are too many curves, the speed limit is too low and there are blind driveways. Double yellow lines signify no passing on the road and broken lines signify that passing is allowed. Councilmember Wilson concurred.

Councilmember Mirsch commented that maybe the previous striping had been done as an extra precaution, even though it may not have been legally required. She agreed that there should be a double yellow line on Crest Road East. Since the striping responsibility now falls under the responsibilities of the RHCA, she suggested requesting their thoughts on the matter.

Mayor Pieper stated that he had spoken to residents on Middleridge. He asked them if they wanted striping and they all replied no because it did not feel right. It was his understanding that the City put out a scope of work, the contractor delivered, and that the matter was done. If the Council wanted to change the scope of work, then a discussion needs to occur like the one the Council is having now. He added that he would be talking to the RHCA President the following day and that he would be happy to bring up the subject matter. However, he stressed that whatever decision the Council makes, it should be consistent for all the striping within the City.

Councilmember Mirsch asked if Crest Road East and Lower Blackwater could be considered as separate items.

City Attorney Jenkins suggested that the Council make a motion to clarify what they would like to do. The Council has not approved the lease amendment with RHCA, so technically the City is still responsible for striping.

Mayor Pieper suggested that once the Association takes over the striping, the City should provide the specifications of what they would like to see.

Mayor Pro Tem Dieringer asked counsel if the Council is permitted to discuss other streets besides Lower Blackwater Canyon, given the agenda item description.

City Attorney Jenkins replied that the Council can only discuss the streets that are listed on the agenda.

Councilmember Black requested to agendize Crest Road for the next City Council meeting and proposed to have double yellow lines placed on Crest Road East and West.

Mayor Pieper asked City Manager Jeng to reach out to the engineer and request pictures of the road before it was striped.

City Manager Jeng replied that she did not have pictures of previous conditions but she did have an inventory done by the Traffic Engineer that can be reviewed.

Mayor Pieper indicated that the agreement with the Association would be moved to a later time. Between now and the next meeting the Council will agendize striping for Crest Road East, Lower Blackwater, Williamsburg, Middleridge South and North and figure out what striping was there before and what striping is there now.

Mayor Pro Tem Dieringer asked if Republic Services still offers a free, once a year, greenwaste dumpster for residents. Additionally, she asked for clarification about what direction staff was given regarding the ADA improvements at City Hall.

City Manager Jeng replied that residents are offered a 40-yard, roll-off bin once a year, free of charge.

Mayor Pieper replied that the Council had chosen the cheapest and the most expensive layout and directed the City Manager to get pricing for both in order to determine how to best proceed and whether it is worth moving the restrooms.

Councilmember Mirsch inquired about the School Resource Officers (SRO) and whether they were armed. She recalled that when the Council agreed to fund the SRO, it was with an understanding that they would be armed. It was her understanding that the City is currently reviewing the SRO's next contract and wanted to know if the Regional Law members on the Council were made aware of the issue and had verified that the SRO's are armed.

City Manager Jeng reported that the School District recognized that in the beginning of the school year, they had issues with the security company securing permits from the State to be able to allow the SRO's to carry firearms. That issue has since been resolved. She added that the SRO's have changed their duties since the school's closures due to COVID. The School District has decided not to bill participating cities for half of March, April and May. Going forward the Superintendent is asking for a 3-year term, with the same cost and terms as the existing MOU. The new MOU is currently being discussed.

10. MATTERS FROM STAFF

NONE.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Pieper adjourned the meeting at 8:09 p.m. to a regular meeting of the City Council scheduled for Monday, July 13, 2020 beginning at 7:00p.m. via teleconference.

Yohana Coronel, MBA	Respec	etfully si	ubmitte	ed,	
Yohana Coronel MRA					
Yohana Coronel MBA					

Approved,

Jeff Pieper Mayor

MINUTES OF A REGULAR MEETING OF THE

CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA MONDAY, JUNE 22, 2020

1. <u>CALL TO ORDER</u>

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Pieper at 7:01p.m. via teleconference.

2. ROLL CALL

Councilmembers participating via teleconference:

Mayor Pieper, Dieringer, Black, Mirsch, and Wilson.

Councilmembers Absent: None. Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning & Community Services Director.

Yohana Coronel, City Clerk.

Jane Abzug, Assistant City Attorney.

Others participating via written email/public comment:

Arun Bhumitra

3. OPEN AGENDA

Arun Bhumitra said that he had been a resident for over 22 years. He expressed concern over the highly flammable vegetation in the community and requested that the Council be proactive and to have residents lace, trim or remove inflammable vegetation in order to better protect the City.

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 MARCH 09, 2020, REGULAR MEETING OF MARCH 23, 2020, SPECIAL MEETING OF MARCH 30, 2020, JOINT STUDY SESSION WITH THE PLANNING COMMISSION AND CITY COUNCIL APRIL 13, 2020, REGULAR MEETING OF APRIL 27, 2020, REGULAR MEETING OF MAY 11, 2020, REGULAR MEETING OF MAY 26,

2020, SPECIAL MEETING OF JUNE 04, 2020, REGULAR MEETING OF JUNE 08, 2020.

RECOMMENDATION: APPROVE AS PRESENTED

B. PAYMENT OF BILLS.

RECOMMENDATION: APPROVE AS PRESENTED.REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MAY 2018.

RECOMMENDATION: APPROVE AS PRESENTED

D. FINANCIAL REPORTS AS OF MAY 31, 2020.

RECOMMENDATION: APPROVE AS PRESENTED

City Clerk Yohana Coronel requested to pull the minutes for the months of March and April from the agenda.

Mayor Pieper suggested to delay action on item 4A until the next City Council meeting.

Councilmember Mirsch inquired the reason for continuing to delay action on the minutes.

Mayor Pro Tem Dieringer said that the minutes are in need of corrections.

Councilmember Mirsch said that she appreciates Mayor Pro Tem Dieringer's work on the minutes but noted that people have different writing styles. While grammatical errors should be corrected, it is more important that the minutes provide accurate records of the discussions. Councilmember Mirsch said that the minutes provided to the Council do provide accurate records of discussions.

Mayor Pro Tem Dieringer said that she found the minutes to be vague.

Councilmember Black moved that the City Council approve consent items 4B, 4C and 4D as presented. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

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

5. <u>COMMISSION ITEMS</u>

NONE.

6. PUBLIC HEARING

NONE.

7. OLD BUSINESS

NONE

8. <u>NEW BUSINESS</u>

A. CONSIDERATION OF RESOLUTIONS PERTAINING TO A GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020.

City Clerk Yohana Coronel presented an overview of two resolutions relating to the General Municipal Election scheduled on Tuesday, November 3, 2020. The purpose of the Rolling Hills Municipal Election is to fill two (2) seats to the City Council for a 4-year term. The seats are currently held by Mayor Pieper and Mayor Pro Tem Dieringer. City Clerk Coronel briefly outlined certain election milestones and concluded her report.

Mayor Pieper asked for public comment. There was no public comment.

Councilmember Mirsch moved that the City Council adopt resolution number 1255 and resolution number 1256. Councilmember Black seconded the motion. The motion passed by voice vote as follows:

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

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

B. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 1257 AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT PROGRAM FUNDS.

Planning and Community Services Director Meredith Elguira presented a supplemental resolution with non-substantive changes by the City Attorney. PCS Director Elguira provided an overview of Resolution Number 1257, authorizing staff to apply for the Local Early Action Planning Grant (LEAP) with the State. The City of Rolling Hills is eligible to receive up to \$65,000 in grant funds with a minimum award amount of \$25,000. The funding can be used to identify suitable sites to rezone for multi-family use, environmental clearance, rezoning process, establish design and development standards, and revamp project review process. Grant funds may also cover the costs of temporary staffing or consultant needs associated with eligible activities. PCS Director Elguira said the grant application is being prepared internal staff. The deadline to submit the grant is July 01, 2020. Grant award will take place 60 days from July 1, 2020.

Councilmember Wilson asked if the \$25,000 was guaranteed.

PCS Director Elguira said that if the scope of work proposed by the City is eligible per requirements, then the City stands to receive the minimum amount of \$25,000.

Mayor Pieper asked for public comment. There was no public comment.

Mayor Pro Tem Dieringer moved that the City Council adopt resolution number 1257 with the proposed amendments. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

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

9. <u>MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS</u>

NONE.

10. MATTERS FROM STAFF

NONE.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Pieper adjourned the meeting at 8:09 p.m. to a regular meeting of the City Council scheduled for Monday, July 13, 2020 beginning at 7:20p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,
Elaine Jeng, P.E. Acting City Clerk

Approved,

Jeff Pieper Mayor



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.B Mtg. Date: 07/13/2020

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: July 13, 2020

BACKGROUND:

NONE.

DISCUSSION:

NONE.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

Payment of Bills.pdf

CITY OF ROLLING HILLS

7/13/20 Check Run A

7/13/20 Che	OK TOUTT			
Check No.	Check Date	PAYEE	DESCRIPTION	AMOUNT
26478	6/26/2020	Abila	June 2020 Accounting Software Services	183.75
26479	6/20/2020	Best Best & Krieger LLP	May 2020 Services - General, Land Use and View Presentation	13,100.00
26480	6/26/2020	Cell Business Equipment	Postage Meter Ink	183.95
26481	6/26/2020	CSG CONSULTANTS, INC.	April and May Planning Services	420.00
26482	6/26/2020	File Keepers LLC	Laser fiche Maintenance Contract	1,683.00
26483	6/26/2020	First Call Staffing Inc.	Week Ending6/4/14 & 6/14/20 Temp Staffing	1,468.80
26484	6/26/2020	Granicus	Encoding Software	7,068.00
26485	6/26/2020	LA County Sheriffs Department	May 2020 Law Enforcement Services	29,654.48
26486	6/26/2020	Municipal Code Corporation	Admin Support Fee 6/1/20 to 5/31/21	225.00
26487	6/26/2020	Opus Bank	5/15 to 6/11/20 Credit Card Purchases	589.95
26488	6/26/2020	PCI	Replacement Traffic Striping	7,538.45
26489	6/26/2020	Rogers, Anderson, Malody & Scott, LLP	May 2020 Accounting Srvcs. & Jim Walker Consulting	9,412.50
26490	6/26/2020	Southern California Edison	Electricity Usage 4/22/20 to 6/23/20	1,525.68
26491	6/26/2020	USCM	Deferred Compensation 6/19/20	50.00
26492	6/26/2020	Vantagepoint Transfer Agents - 306580	Deferred Compensation - 6/19/20	826.13
26493	07/03/20	Yohana Coronel	Final Check	2,359.73
26494	6/30/2020	ALAN PALERMO CONSULTING	June 2020- CIP Project Management	2,000.00
26495	6/30/2020	BENNETT LANDSCAPE	May and June 2020 Landscape Services	4,698.44
26496	6/30/2020	Best Best & Krieger LLP	June 2020 Services - City of RH and Land use	9,709.00
26497	6/30/2020	California Water Service Co.	Water Usage - 5/24/20 to 6/24/20	917.45
26498	6/30/2020	Cox Communications	June 2020 Internet and Phone Service	497.58
26499	6/30/2020	Epic Power Systems	Generator Repair - Travel and Diagnostic Fees	186.00
26500	6/30/2020	Executive Suite Services Inc.	April and June 2020 Janitorial Services	1,840.00
26501	6/30/2020	First Call Staffing Inc.	Week Ending - 6/21/20 Temp Staffing	1,006.40
26502	6/30/2020	Gladwell Governmental Services, Inc.	June 2020 Records Management	480.00
26503	6/30/2020	Jimenez Consulting Solutions, LLC	Websight Design Concept- Block Captain Section	4,950.00
26504	6/30/2020	VOID	VOID	-
26505	6/30/2020	County of Los Angeles	Building & Safety Services - March 2020	3,523.61
26506	6/30/2020	Pacific Architecture and Engineering, Inc.	June 2020 Architectural Services	2,597.00
26507	6/30/2020	Pitney Bowes	June 2020 Postage	2,015.00
26508	6/30/2020	USCM	Deferred Compensation 7/3/20	50.00
26509	6/30/2020	Vantagepoint Transfer Agents - 306580	Deferred Compensation 7/3/20	826.13
26510	6/30/2020	Willdan Inc.	May 2020 Services - RH Sewer Line Study	1,009.46
26511	07/07/20	Alliant Insurance Services Inc.	Policy Renewal 7/1/20 to 7/1/21 - Government Crime	788.00
26512	07/07/20	California JPIA	Insurance Renewal-Liability, Workers Comp and Pollution	31,992.00
26513	07/07/20	CCCA	City Membership Dues July1 to Jun 30, 2020	1,400.00
26514	07/07/20	FORUM INFO-TECH. INC./LEVELLOUD	July 2020 Monthly Hosting Services	2,954.18
26515	07/07/20	1WorQ	IWorq Internet Software Management and Support 2020/21	5,000.00
26516	6/30/2020	CSG CONSULTANTS, INC.	Sept to Nov 2019 and March 2020 Planning Services	16,590.00
26517	6/30/2020	County of Los Angeles - ISD	LA Region Imagery Acquisition Consortium	21,576.08
26518	6/30/2020	County of Los Angeles - Dept of Agri	May 2020 Coyote Control	1,225.51 🗝
EFT	07/01/20	CALPERS	June 2020 Retirement	5,823.99
EFT	07/01/20	CALPERS	July 2020 Health Insurance	6,770.37
PR LINK	06/19/20	PR LINK - PAYROLL PROCESSING	Processing Fee	63.70
PR LINK	06/19/20	PR LINK - PAYROLL & PR TAXES	Pay Period - June 3, 2020 to June 16, 2020	18,537.80
PR LINK	07/03/20	PR LINK - PAYROLL PROCESSING	Processing Fee	65.65
PR LINK	07/03/20	PR LINK - PAYROLL & PR TAXES	Pay Period - June 17, 2020 to June 30, 2020	19,275.82
				244,658.59

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 \$206,715.62 or the payment of above items.

Elaine Jeng, P.E., City Manager

7/9/2020



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.C Mtg. Date: 07/13/2020

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 RECOMMENDATION TO AMEND

ROLLING HILLS MUNICIPAL CODE SECTIONS 9.44 AND 10.12 ON

GATE GUARDS.

DATE: July 13, 2020

BACKGROUND:

In February 2020, staff received a letter from Mr. Roger Hawkins requesting that the City amend Sections 9.44 and 10.12 of the Rolling Hills Municipal Code to change the texts pertaining to gate guards. The Rolling Hills Community Association (RHCA) concurs with Mr. Hawkins' recommendation with the stipulation that the proposed code amendment would not require another change to the code if the Association were to decide to hire security personnel or contract services.

DISCUSSION:

The proposed amendment to the Municipal Code will not impact City operations or implementation of the code. The proposed changes pertain to the type of personnel the RHCA could hire and the process is completely independent from the City process. The proposed amendments are shown in the attached letter, dated February 10, 2020.

If the City Council approves the proposed amendment to the Municipal Code, staff will work with the City Attorney to prepare an ordinance and bring the item back to City Council.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Council direct staff to amend the Rolling Hills Municipal Code Sections 9.44 and 10.12 reflecting the proposed changes requested by Mr. Roger Hawkins and approved by the RHCA.

ATTACHMENTS:

LTR. TO CITY RE AMENDMENTS TO MUNI. CODE - GATE GUARDS - FINAL EDITION 2-10-2020.docx

February 10, 2020

VIA ELECTRONIC TRANSMISSION AND U.S. MAIL

City Council
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Attention: Elaine Jeng, City Manager

Re: <u>Proposed Amendments to Municipal Code</u>

Dear Council Members:

I recommend the following amendments to the Rolling Hills Municipal Code ("Code"), with the ordinance edits either delted or interlineated in red font:

10.12.050 - Authority of gate representatives guards.

Rolling Hills Community Association gate representatives guards are authorized to direct traffic at the gate entrances to the City; and, and, in case of an emergency and in the absence of a Deputy Sheriff, or at the direction of a Deputy Sheriff, **gate representatives guards** may direct traffic at all other places within the City. (**Emphasis added.**)

(Ord. 261 § 1(part), 1996: Ord. 116 § 12004, 1973).

Also:

9.44.020 - Giving Providing false information to gate representatives security officers prohibited when.

It is unlawful for any person to wilfully give false information to, or to deceive by any other means, any gate representative guard or security officer employed by the Rolling Hills Community Association, for the purpose of gain gaining permission authorization from said representative guard or security officer to enter upon or use the private roads and/or private bridle trails in the City. (Emphasis added.)

(Ord. Ord. 149 § 1, 1977).

In an addendum to the **COVEREDSIX RHCA Security Assessment July 2019** ("Assessment"), on the ninth page is an interlineated comment by RHCA Association Manager, Kristen Raig, that states: "(t)he RHCA Board is aware that the current gate staff are not trained **security officers** and do not expect their training or the RHCA gates to meet the standards of

City Council City of Rolling Hills February 10, 2020 Page 2

state licensed security operations." (See enclosed Ninth page of the Assessment, i.e., "*** RHCA note.")

Also, RHCA staff has counseled that the Association employs gate attendants, not guards to work the gates and reminds that we should not give people the impression or advise residents that the Association employs "guards" to work the gates. The Association's Gate Operations Manual 2020 describes these attendants as "gate representatives," and, elsewhere, the Association uses the terms, "gate attendants" and "gate representatives," interchangeably. (Emphasis added.)

To correct how these gate represented are identified in these Ordinances on the off chance a violation is ever prosecuted, to correctly identify their job title, kindly place this request on your Council's agenda and consider editing the Ordinance to read "gate representative, instead of "guard or security officer," as it now reads.

And, it would help to eliminate the phrase "employed by" so any gate representative, whether working as an employee of the Association or for a contractor hired by the Association, would be covered by the Ordinance.

The substitution of the word "authorization" for the word "permission" is recommended to reflect the current practice of gate representatives to verify that a person seeking entrance to the City has the permission of a resident or other authorized person, before such gate representative allows the visitor to enter.

Respectfully submitted,

Roger E. Hawkins

Roger E. Hawkins 37 Crest Road West Rolling Hills, CA 90274

Enclosure: Ninth page of Assessment



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.D Mtg. Date: 07/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: APPROVE ECS IMAGING, INC. AND FILE KEEPERS, LLC FOR AS

NEEDED ON-CALL SERVICES FOR SCANNING DOCUMENTS AND

BUILDING PLANS.

DATE: July 13, 2020

BACKGROUND:

As part of the City's efforts to digitize documents and building plans, staff requested proposals from records retention service providers to scan City files. Two vendors submitted proposals, see attachments, to scan all planning files for upload to our current records retention software, Laserfiche. The digitized files will be accessible to the public via a weblink on the City's website. Building plans, which are copyright protected, will be available upon completion of the Plan Duplicate Request Form but the rest of the files will be available to the public for review and research via the City's website.

DISCUSSION:

Two companies, ECS Imaging, Inc. and File Keepers, LLC submitted their proposals to provide scanning services. File Keepers is currently the City's records retention vendor who maintains the Laserfiche program. The two proposals provided a breakdown of their price per page to scan, and pickup and delivery costs. ECS's submittal provided an approximate total cost estimate to scan all the planning files, please note that the final cost is based on the quantity, size and type of documents scanned, the number of trips, and the number of recording devices provided. Two types of recording devices will be provided: thumb drive for uploading the data to Laserfiche and DVDr to meet the legal requirements of records retention regulations. File Keepers provided a breakdown of their cost but did not provide a total cost estimate to complete the project. Files will be destroyed after they are uploaded to Laserfiche and records destruction is approved by City Council.

FISCAL IMPACT:

The rough estimate cost to scan all Planning files is less close to \$25,000 which is covered by the Planning and Community Development Department's Fiscal Year 2020/21 Budget.

RECOMMENDATION:

Authorize the City Manager to execute a contract to digitize documents and building plans.

ATTACHMENTS:

ECS Scanning Statement of Work proposal response.pdf File Keepars CityofRollingHills_ScanningRFP.pdf

ECS IMAGING, INC.

Your World Class Laserfiche Provider

Largest provider of Laserfiche in western United States
Third largest provider In the World

Laserfiche Support Document Scanning Data Migration Integration

SCANNING SERVICES PROPOSAL

Submitted To:

City of Rolling Hills

June 16, 2020

Corporate Office 5905 Brockton Avenue, Ste C Riverside, CA 92503

Regional Office 5052 Forni Road, Ste. A Concord, CA 94520

Office (951) 787-8768 Toll Free (877) 790-1600 Fax (951) 787-0831

> www.ecsimaging.com sales@ecsimaging.com

Laserfiche[®]
Solution Provider



City of Rolling Hills 2 Portuguese Bend Road Rolling Hills CA 90274 ATTN: Meredith Elguira

Dear Meredith,

Thank you for including us in your request for proposals for your Scanning Services project. We are committed to meeting and exceeding the City's comprehensive document imaging needs for its immediate and future requirements.

ECS currently has two scanning bureaus, one in Concord, CA serving Northern California, and another at its headquarters in Riverside, CA. Both of these operations can perform paper scanning as well as scanning of Microfilm and Microfiche, and Aperture Cards. The benefit that this has for our Laserfiche customers is that we can scan any document and have the scanned images loaded into your Laserfiche system, making them immediately accessible without the need for additional conversion or indexing.

We have been providing cost effective document scanning and conversion services to government agencies since 1995 and can successfully provide all digitization services as requested in the Bid. We have developed methods to ensure superior scanning and conversion results in order to accommodate a variety of imaging requirements. ECS takes great pride in providing accurate and cost effective scanning and conversion services to support local government.

The information and pricing contained in this proposal are valid for a period of 90 days following the date of submission. Scanning will be done in compliance with all applicable ANSI and AIIM standards. All individuals who will perform work for the City are free of any conflict of interest and are located in California. We look forward to serving the City by providing superior scanning services that meet and exceed the requirements of the City and the Request for Proposal.

Our 30 years as the **Document Management Experts** and our reputation for great service makes ECS the right choice for your project needs. We look forward to serving the City's needs in a responsible and professional manner.

Thank you.

Sincerely,

Debbi Bodewin

Executive Vice President

166 Bedeur

ECS Imaging, Inc.

951-787-8768 x109

Debbi@ecsimaging.com



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Executive Summary

ECS Imaging, Inc. is a full-service document management solutions provider with over 30 years of experience providing document management related services to local government. As a certified Laserfiche solution provider we are familiar and experienced with your document scanning requirements. ECS currently supports more than 400 Laserfiche Systems inclusive of 130+ Cities. We have provided ongoing scanning services for many years to dozens of our customers specifically for Planning and Community Services.

The Scope of Services to be performed by ECS include the following tasks:

- Pickup materials to be scanned from City location
- Provide protected chain of custody during transport
- Store materials in climate controlled, safe and secure location
- Inventory/audit all materials received in-house
- Document preparation as needed (remove staples/sticky notes/paperclips, repair torn corners, etc.)
- Employ quality control measures including image clean-up to ensure superior image quality
- Scan documents as TIFF Group IV at 300DPI
- Establish and confirm preferred document naming protocol and indexing needed
- Deliver scanned images as Laserfiche Briefcase or Volume for upload to Laserfiche
- Assist in upload files to City's Laserfiche system.
- Any document in the possession of ECS Imaging will be provided to the City upon request within 24 hours or sooner.
- Return scanned documents in the same order and condition as received

Company Background

ECS Imaging has been in business for 30 years and has maintained the same Executive Management since its inception. With a strong leadership team delivering a consistent vision, ECS works to provide our customers with the highest quality service possible. ECS became a Laserfiche Solutions Provider in 1995 and has achieved top performance recognition consistently every year since and is ranked as the largest provider in CA. The company continues to expand with implementations across California from our offices in Riverside and Concord.

ECS Imaging is a GOLD Certified Laserfiche provider and has continuously been ranked as the top Solutions Provider in the western US for 25 consecutive years, achieving the status of 3rd largest Laserfiche provider in the world since 2018. Our efforts are focused on helping organizations become more efficient by eliminating paper-based business processes. We specialize in providing government and commercial organizations innovative turn-key document management solutions with the award winning Laserfiche Content Management System. Our services encompass beginning to end solution implementation and ongoing support.

Our scanning services provide a one-stop resource and with quality images. ECS is committed to our customer's success. By providing exceptional services we can ensure that our customers have the tools and knowledge to successfully achieve their document management initiatives. This is reflected in the feedback we have received from our customers through over 80+ 5*Star Google Reviews visible online.



References

All references included ECS provides scanning services for their Building, Planning and Community Services department with multi-year contracts that are still current. Additional ones available upon request.

1. City of West Hollywood

Dominic Gray, Community Dev Admin (323) 848-6818 dgray@weho.org

2. City of Agoura Hills

Kimberly Rodrigues, City Clerk (818) 597-7303 krodrigues@ci.agoura-hills.ca.us

3. City of Tustin

Kim Bond, Building Dept (714) 573-3131 kbond@tustinca.org

4. City of Riverside

Krystelle Gilstrap, Planning Dept (951) 826-5561 KGilstrap@riversideca.gov

Scope of Services Approach

From the beginning of the project you will be in communication with your Customer Success Manager to determine any details or requirements not specified in the request. The Scan Bureau Supervisor can also provide specific recommendations based on best practices learned from previous scanning projects. Our Scan Bureau Supervisor will be in contact with your project lead throughout the life of the project to determine specific scanning requirements including naming convention, indexing and output to media if not already determined.

Project Approach

Below is the general processes performed on each batch of scanning. Modifications to our processes are made as needed to further ensure the overall quality of each scanning project. Client contact and interaction will affect the outcome.

The term "Documents" is a general term that refers to any material to be digitized.

The term "Boxes" is a general term that is meant to include any container in which material/media may be transported.

Pick-up and Delivery

Standard turn-around time for most scanning projects is 30-60 days per batch. Materials will be picked up using a secure vehicle. ECS will inventory the material and check it against the inventory list provided by the City. The City will be notified immediately of any discrepancies. If requested, the material can be returned in the same manner.



Each batch of scanning will be given a unique "job number" that will assist ECS with project tracking, turnaround times, production process management, quality control and inventory of records throughout the entire project.

Typically, documents are transported in standard size banker's boxes. Each box or roll will be counted and inventoried at the time of pick up. The driver will have a pick up order clearly identifying the "job number", date of pick up, type of records, and number of boxes/rolls (i.e. 30 boxes numbered 1 - 30). City staff will sign and verify the number of boxes/rolls being picked up and a copy will be left.

Upon Completion of that job (batch) ECS will contact the City representative and schedule the return delivery. A Delivery sheet for that "Job number" will accompany the return delivery of the boxes/rolls and the completed images. City representative will sign and verify the return of the documents and the completed images.

Document Tracking

Document tracking begins with the customer. The better the files are prepared for pick-up, the better we can track and verify throughout the process. A comprehensive inventory of the files to be picked up should be provided whenever possible. Inventory verification information should be referenced on the outer face of all boxes to allow for verification at time of pick-up. Based on the provided information we will document which files and boxes have been provided. The provided inventory of files will be used for Quality Assurance purposes throughout the scanning process. The final verification of files will be conducted prior to delivery after all other processes are completed.

Digital Content Tracking

The digital content is created via Laserfiche software and is housed directly onto a server designated to our scanning customers. Each separate scanning project will be processed in a separate repository specifically created to suit the unique needs of the project. Each box/roll will be processed as a separate unit (see processing steps below). All processing will be conducted at "box level" until the final formatting is conducted by the scan supervisor. Each box/roll will be tagged upon arrival. The tag will provide a single location to track the processes listed below.

The indexed data for each box/roll will be verified by a second operator and the tag will be signed off by that operator. The indexed data and document structure for each box/roll will be further verified by the scan supervisor before the box/roll is considered "validated". Validated boxes/rolls are physically segregated from the in-process boxes/rolls. Images for the validated boxes/rolls are segregated within the repository. Data properties (number of documents, number of images, and data size) are recorded and tracked throughout the scanning process.

Indexing Procedures

Indexing requirements are unique to each scanning project. Customers are encouraged to be heavily involved in the development of indexing criteria. The index process will include capture of unique document details as indicated in the bid. Second pass Image quality control and job specifications verification is done at this time.

• Database Auto-population is strongly recommended. Using this processing technique we can eliminate many common data entry errors and we use the data to auto-populate multiple items such as Folders, Document Names and Template fields.



- Identify a key piece of information known as a Unique Identifier. This would be the only manually entered data we enter into your template.
- Provide an excel file that will tie the Unique Identifier to other desired field data. This file will be used to auto-populate the fields you wish to have indexed.
- The auto-population will be verified for accuracy

Paper based documents will be imaged and captured as TIFF images at 300DPI unless otherwise indicated, named and indexed according to the document naming conventions determined by the City. Manual indexing is limited to what is available on the scanned images of any given document.

Naming Convention

Naming conventions are specified by the customer and vary based on customer needs. We recommend a database be used to auto-populate the template fields and to name the documents. A document's field data will comprise the document name and will create a standardized format for the naming convention. The scan supervisor will ensure the final product meets the needs specified by the requirements of the request. Any document that does not fit the specified criteria will be addressed with the City staff; any variations to the criteria must be specified in advance or additional charges may be incurred.

Output to Delivery Medium

The scanned and indexed images are verified for burn to delivery media. The media attendant will verify image quality and index integrity via spot checking throughout the job (batch). The burned media will be tested for functionality and labeled as specified prior to delivery. This is our final pass for Image Quality Control.

Scanned images with OCR will be outputted as a Laserfiche Briefcase or Volume for upload to the City's Laserfiche system. At the City's request, we can also provide a Laserfiche Plus DVD which contains a built-in search engine for easy search and retrieval of files contained on the disc, at an additional cost. The Laserfiche Plus DVD can also be used for archival purposes, unalterable format/WORM compliance, backup and potential direct upload to Laserfiche.

Individualizing task segments allows us to physically review the image quality in 3 separate passes while maintaining projected production speeds. This is the most efficient means of minimizing production errors without the high cost of "Page by Page Individual Review". Page by Page Individual Review can be done if requested by the City at an additional cost per hour.

Project Details

There are approximately 18 filing cabinets, 9 are 4-drawer, 9 are 5-drawer cabinets of planning project files to be scanned. The City has hired a temporary employee to prepare the files for scanning, and approximately 1/3 of each file will be separated and designated as "Don't Scan." The remaining file will be organized prior to shipment to the vendor.

ECS will provide the scanned documents as outlined in the City Specs Scope of Work Document RFP. ECS can start the project Monday, August 3rd with one pickup of all boxes and prep to deliver back in 30 days following.

City Responsibilities:

1. City will provide records in boxes with inventory information about each box.



- 2. City will provide a database/excel file for records to include the Metadata information.
- 3. The City will provide "Target Sheets" or "Separator Sheets" to delineate up to 9 different document types.
- 4. Option included if City is not able to box up and would like us to.

Metadata

City Planning Projects Template

Field Name	Type (Blank = Text)	Length	List Field?	Multi-Value field?		
Case No (Planning)		4			897	Can The "hook" between LF & iWorks.
Case Type	List			Yes		
Street Direction	List	6	Yes			
Street Number		5			3	Most addresses are single digits.
Street Name	List	100	Yes		Acacia Ln	
Project Type - Planning	List	50	Yes	Yes	Pool	
Project Desc - Keywords		250			Move Driveway	
Year Approved		4			2014	
Doc Type - Planning	List	50	Yes		8-Studies & Reports	
Publish on Internet?	List	3	Yes Yes or No, Default set to Yes		NO if #7	The City wants to publish the rest of the file on the Internet, but 7-Plans are copyright protected. Anytime the Doc Type = 7-Plans, Publish on the Internet should be set to NO - and those documents should not be published in Weblink. CAN THIS WORK?

- 61 streets listed
- Folder Structure and Document Name to be defined at project start.
- Returned e-Files provided on a USB for upload and DVD's.



Scanning Pricing

SKU		Description				Un	it Price	Quantity	I	ine Total
ECSS-REG-B&W	ECS Black & Whit	te Document Scanı	ning Services up	to legal size		\$	0.075	217000.00	\$	16,275.00
ECSS-REG-GRAYSCALE	ECS Grayscale Do	cale Document Scanning Services up to 11" x 17" size					0.075	500.00	\$	37.50
ECSS-ESIZE-B&W	ECS Black & Whit	te Map Scanning S	ervices up to es	ize		\$	0.850	5000.00	\$	4,250.00
ECSS-ESIZE-GRAYSCALE	ECS Grayscale M	ap Scanning Servi	ces up to e-size			\$	0.950	500.00	\$	475.00
ECSS-DVD	ECS DVD - 1 Data	DVD				\$	65.000	3.00	\$	195.00
ECSS-HD	ECS Portable Driv	ve Transfer Fee - Pe	e Transfer Fee - Per Batch				50.000	1.00	\$	50.00
ECSS-PICKUP	ECS Pick Up Fee					\$	250.000	1.00	\$	250.00
							Scann	ing Subtotal	ċ	21,532.50
							Scarii	iiig Subtotai	ب	21,332.30
Special Terms							Scarii	iiig Subtotai	٧	21,332.30
At project start the projec		ne of \$5,000 will b	e issued with a	net 20 terms. Th	he second a	and fina				•
At project start the projec				net 20 terms. Th	he second a	and fina			lelivery	•
At project start the project			e issued with a	net 20 terms. Th	he second a	and fina		vided at project o Subtotal Tax	lelivery \$ \$	21,532.50 2,045.59
At project start the project with actual image quant	ities.	Tax Rate	Rolling Hills*			and fina	al invoice pro	vided at project o	lelivery \$ \$	21,532.50 2,045.59
At project start the project with actual image quant	ities.	Tax Rate	Rolling Hills*			and fina	al invoice pro	vided at project o Subtotal Tax	lelivery \$ \$	21,532.50 2,045.59
At project start the project with actual image quant	ities.	Tax Rate	Rolling Hills*			and fina	al invoice pro	vided at project o Subtotal Tax	lelivery \$ \$	y 30 days later
Special Terms At project start the project with actual image quant Option if needs to be Bot ECSBC ECSP	oxed by ECS. Picket	Tax Rate	Rolling Hills*				al invoice pro	vided at project of Subtotal Tax Total	\$ \$ \$	21,532.50 2,045.59 23,578.09

- The above pricing is for estimating purposes only and to provide optional services if needed. Actual quantity will vary and pricing is based on the actual number of images digitized. Grayscale/Color images are estimated. Includes Indexing as identified, file name, and folder structure. If the plan drawings are in good condition the B&W will be fine. If there is color or sometimes bad condition we need to use the Grayscale feature to pickup all the lines and details.
- Large format drawings (Quantity estimate based on 1,000 addresses with multiple permits including 1-4 drawings each). Max size is 60"x44"
- Change orders after files have been returned are subject to restructuring/reindexing fee
- OCRing can be done during scan process at no charge. Any verification time is \$30.00 Per Hour
- DVD Options = Data DVD or DVD-R, Plus Viewer DVD Plus DVD has retrieval engine on DVD. Regular size
 documents fit approximately 90,000 images and with the plans combined it would be less. The DVD quantity is
 based on how many images will fit on the DVD's.
- ECS may choose to utilize a scanning partner to assist in performing services and ECS would remain the billing agent and project manager
- Once the imaged data has been delivered you will have 90 days to review all images. After 90 days all original documents will be destroyed or a storage box fee will apply. No fee to return boxes, its included.
- Portable drive transfer fee is if the data needs to be put onto a USB. It would just be one fee per pickup/delivery for all the records.

This RFP pricing is Piggy-backable and we would like a clause included in Agreement if we are selected. **Piggy-Back Clause**. This agreement between the City and the Contractor for the City's requirements of select item(s) of personal property and/or personal services, the Contractor agrees to extend the same pricing, terms and conditions to each and every political entity, special district, and related non-profit entity. It is understood that political entities, special districts and related non-profit entities that piggy-back on this quote shall make purchases in their own name, make direct payment, and be liable directly to the contractor holding the City harmless. The City may, at its option, charge an administrative fee to those political entities, special districts and related non-profit entities who avail themselves use of this agreement.



Document Imaging Solution

for



Meredith Elguira
Director, Planning and Community Services
2 Portuguese Bend Road
Rolling Hills, CA 90274
310.377.1521
Melguira@CityofRH.net

Re: Planning Department Scanning RFP

June 15th, 2020

Hi Meredith.

FILE KEEPERS is your premier solution provider for your Laserfiche Document Management System. In addition to Document Management Solutions, FILE KEEPERS has a complete records management solution designed to meet all of your document management needs, including secure document storage, scanning and media conversion services, and certified shredding services.

FILE KEEPERS has state of the art facilities and technology to ensure the confidentiality and safety of your Documents and Information. Our entire staff members are vetted with extensive background checks and undergo regular compliance training. We are SOC-2 Audited, HIPAA Complaint, ITAR Compliant and NAID Certified.

Project Timeline:

FILE KEEPERS will work with City of Rolling Hills to coordinate a pick up timeline that meets the City's timeline and budget. See details on Project Timeline/Anticipated Completion section under Scope of Work.

We have worked with the City of Rolling Hills since 2012 and look forward to continuing to support your Document Management needs.

Sincerely,

Bee Dishman Account Manager FILE KEEPERS, LLC 6277 E. Slauson Avenue Commerce, CA 90040

D: 747.241.

smoreno@filekeepers.com

Initials:



SCOPE OF WORK

PROJECT SUMMARY:

The City of Rolling Hills is seeking proposals from scanning service bureaus experienced with Laserfiche. There are approximately 18 filing cabinets, 9 are 4-drawer, 9 are 5-drawer cabinets of planning project files to be scanned. The City has hired a temporary employee to prepare the files for scanning, and approximately 1/3 of each file will be separated and designated as "Don't Scan." The remaining files will be organized prior to shipment to the vendor. The City's technology is all Cloud based, and Laserfiche is supported by File Keepers.

SCANNING SPECIFICATIONS:

- a. All scanning, indexing, and quality checking must be performed in the State of California (no off-shore or out-of-state services).
- b. All document preparation (staple removal, repair of torn documents, if needed to be scanned correctly.)
- c. All scanning and indexing to be done in compliance with all applicable California State laws, and ANSI and AIIM standards (which are incorporated into law by reference).
 - i. "Images contain all significant details from the original and are an adequate substitute for the original document for all purposes for which the document was created or maintained."
 - ii. VRS or like technology to be used on all images to improve the quality of the scan.
 - iii. Black & White: 300 dpi black and white PDF
 - i. Radius Maps for noticing with highlights scan in Black & White
 - iv. Photos in Black & White: Scan in greyscale
 - v. There are no color photos or other color documents
 - i. All documents in Black & White; rare black & white photos (usually part of a report should be scanned in greyscale)
 - vi. Documents, photos or drawings that are difficult to read / not "an adequate substitute for the original document for all purposes" should be scanned in greyscale, 300 dpi.
 - vii. If any document is double-sided (duplex), both sides (images) must be captured.
 - i. There is a very small number of duplex documents
 - viii. Each file contains between 1 and 4 large format drawings
- d. All compressed files CCITT Group IV.
- e. Placement of documents in folders and naming of documents as listed in Excel Transmittal Forms, and this specification modified with vendors suggestions.
- f. All required correction of Indexing. All City Standards for street naming conventions, directional conventions, etc. must be followed at a 100% level, and are provided via dropdown lists in the Excel Transmittal Form.
- g. Any damage to documents, or other anomalies or difficulties, to be promptly reported to the City.
- h. Any requests made by the City for images will be provided via e-mail of the scanned image within one business day.

DELIVERY SPECIFICATIONS:

- a. Delivery of the images and indexes to be placed into Laserfiche on 2 media:
 - a. USB (for uploading)
 - b. DVD-r (to be sent off site for legal compliance)
- b. The original paper documents are returned to the City in the same order, in the same condition as received, and in the same box as they were sent in, at the same time as delivery of the images and indexes. Vendor will not be allowed to pick up the next project / batch until both the images (USB & DVD-r) and paper boxed records have been delivered.
- c. All documents, sections, and folders must stay in the same sequence as they were received; however, they do not need to be in the file folders that they were received in (separator sheets are acceptable.)
 - a. Documents do NOT need to be re-stapled or placed in comb bindings.
- d. Guaranteed maximum turnaround time of thirty (30) calendar days from the date of notification of pickup.

Initials:



SUPPORT:

- a. Vendor will provide telephone and remote support through the term of the contract.
- b. Vendor will not access the City's systems without the express prior written permission of the Information Technology Department and the City Clerk's Department.

FOLDER, DOCUMENT NAMING STANDARDS, TEMPLATE DATA, DOCUMENT PREPARATION:

- a. The City will do all document preparation, except for the removal of staples and paperclips or comb-binding / report binding
- b. The City will provide "Target Sheets" or "Separator Sheets" to delineate up to 9 different document types.
- c. The City will provide an Excel transmittal spreadsheet that matches the Laserfiche template, including drop down lists.
- d. For Planning Case Files by Street Alpha / Street Name / Case No / Description & Doc Type:
 - Folder Structure Example: i.

```
A (Folder)
    Acacia Ln (Street Name – from the Excel Transmittal)
        1 Acacia Lane (folder)
                 705 (case number), Project Desc., Planning (File Name)
B (Folder)
C (Folder)
```

***File Name Description: Keywords (first 30 characters, then truncate)

The City will provide "Briefcases" to the vendor (with technical assistance and directions from the vendor on how to provide the Briefcase), or other information about the City's Laserfiche system as required by the vendor.

Attachments: Template Design

Transmittal Form

PROJECT PICKUP TIMELINE / ANTICIPATED COMPLETION:

FILE KEEPERS will work with City of Rolling Hills to coordinate a pick up timeline that meets the City's needs and budget.

At a minimum, FILE KEEPERS can accommodate picking up and processing 50 boxes a month (and to minimize transportation costs, we would recommend 4 picks ups and 4 returns with this number to complete the project over 4 months).

At maximum, FILE KEEPERS can accommodate picking up and processing 125 boxes a month (and to minimize transportation costs, we would recommend 2 pickups and 2 returns with this number to complete the project over 2 months).

We are flexible to coordinate weekly, bi-weekly or monthly pickups at a box number that meets the City's ability to have boxes prepared for pick up.

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EXHIBIT A – SERVICES & FEES DESCRIPTION

The "Services" as defined in this Agreement are electronic/digital imaging services provided by the Company as described in this Exhibit. Only those Services selected in the Fee Schedule below (as identified by an indication of a Fee amount in the appropriate table cell for a particular Service) are included as "Services." This Agreement is binding from June 16, 2020 to June 15th 2021. All prices set forth herein shall be fixed and firm for a period of 1 (one) year commencing from the Effective Date of this "Exhibit A". For all Services performed under this Agreement, Customer shall pay the Fees and Company shall be compensated pursuant to the Fee rates set forth in the following Fee Schedule:

Description	▼ Price Per Un	it
Standard Letter Size - B&W		
Complete Scan Services (Prep, Scan, Index, QC, Format, Deliver) per Requirements		
Documents sizes up to 11" x 17" (8.5 "x 11", 8.5" x 14", 11" x 17")	\$	0.063
Large Format - B&W		
Complete Scan Services (Prep, Scan, Index, QC, Format, Deliver) per Requirements		
Document sizes larger than 11" x 17"	\$	0.95
Transportation (Round Trip)		
Up to 50 boxes. Additional \$2.00 per box for over 50 Boxes	\$	100.00
USB		
Deliver via USB for uploading	\$	20.00
DVD		
Deliver via DVD-r to be sent offsite for legal compliance	\$	15.00
Other Rates		

Other Rates	
Standard Letter Size - Color	
Complete Scan Services (Prep, Scan, Index, QC, Format, Deliver) per Requirements	
Documents sizes up to 11" x 17" (8.5 "x 11", 8.5" x 14", 11" x 17")	\$ 0.11
Large Format - Color	
Complete Scan Services (Prep, Scan, Index, QC, Format, Deliver) per Requirements	
Document sizes larger than 11" x 17"	\$ 1.66
Box.com	
Deliver via password encrypted link via Box.com for uploading	NO CHARGE
Urgent File Requests	
Files will be scanned & delivered electronically via box.com or email or appropriate method	
TBD	\$ 10.00

FILE KEEPERS' Document Imaging Services Agreement ("Services Agreement") is provided at https://filekeepers.com/imaging-policy. FILE KEEPERS' document imaging services ("Services") are provided pursuant to the Services Agreement and its schedules.

By signing below, you hereby accept the terms and conditions of the Services Agreement and its schedules, including this price schedule. The Services Agreement is effective as of the date you sign below ("Effective Date"). In the event of any conflict between the Services Agreement at https://filekeepers.com/imaging-policy and this price schedule, the terms of the Services Agreement shall govern.

Initials:

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their representatives duly authorized as of the Effective Date.

	Juan Avila	President		
Signature	Printed Name	Title	Date	
FOR CITY OF ROLLING HI	LLS			
Signature	Printed Name	Title	Date	

This agreement is submitted with the understanding that the information contained herein will not be revealed, disclosed, or otherwise disseminated by City of Rolling Hills to any party, individual, company, agency or other entity other than employees of City of Rolling Hills (City of Rolling Hills representatives) with a valid need to know or be informed without the express written consent of FILE KEEPERS and with the expectation that City of Rolling Hills Representatives will employ the same or greater measures to protect the confidentiality and proprietary nature of this information that it takes to safeguard its own proprietary or confidential information.

FOR FILE KEEPERS LLC



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.A Mtg. Date: 07/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: **ELAINE JENG, CITY MANAGER**

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: ACCEPT THE **ROLLING** HILLS **COMMUNITY WILDFIRE**

> PROTECTION PLAN (CWPP) AS COMPLETE, ACCEPT THE A HAZARD MITIGATION GRANT TO PREPARE A CWPP, AND DIRECT STAFF TO SUBMIT THE CWPP TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES AND FEMA FOR REVIEW AND APPROVAL.

DATE: July 13, 2020

BACKGROUND:

In June 2018, the City submitted a notice of interest for federal grant funds provided by the Hazard Mitigation Grant Program administered by California Office of Emergency Services (CalOES), to prepare a Community Wildfire Protection Plan (CWPP). On July 2, 2020, the City received an award of \$123,750 of federal funding to complete a CWPP. The grant requires the City to submit the CWPP to CalOES and Federal Emergency Management Agency (FEMA) for review and approval. The CWPP must comply with Disaster Mitigation Act of 2000 and grant recipient must comply with the Standard Mitigation Grant Program (HMGP) Conditions.

Prior to 2019, the City's Block Captain program languished. The program was reinstated in January 2019 subsequently holding meetings on third Thursday of even months. In 2019, the Block Captain Program held seven meetings in January, February, April, June, August, October and December. The Block Captain Program established three goals and one of the goals is to complete a CWPP by December 2019. During this period, the Block Captains held Zone meetings (neighborhood meetings in a certain zone or area of the City) and disseminated information from the Block Captain meetings to the community.

Without news from CalOES on the City's pursuit of grant funds for the CWPP, City staff, the Block Captains, with the support of the Rolling Hills Community Association (RHCA) and the City Council, decided to take on the task of completing a CWPP without the assistance of consulting services to minimize expenses. The support of the First Responders (County Fire Department, and Sheriff's Department) was critical and the completion was possible in part due to the First Responder's commitment to the task. Two other critical elements to the completion of the CWPP were the engagement of the community through the efforts of the Block Captains and the coordination between the RHCA and the City Council subcommittees on Wildifire Mitigation.

Countless meetings were held with all parties involved. The development of the CWPP was announced in the Blue Newsletter six times between August 2019 and April 2020. The CWPP was discussed by the City Council on July 22, 2019 and on March 9, 2020.

DISCUSSION:

The grant's scope of work includes: initial plan scoping, public outreach and participation, drafting of the plan, rollout of the plan, CalOES/FEMA revisions, plan adoption and grant close out. Based on the progress to date, the remaining tasks are submitting the plan to CalOES and FEMA for review and approval, plan adoption and grant close out.

On Wednesday, July 7, 2020, staff held a meeting with CalOES representative and confirmed that the City would be eligible to use the grant funds to complete the remaining tasks. Additionally, the City may be eligible for reimbursement for staff time and other eligible expenditures relating to the preparation of the plan to date.

The final CWPP is comprised of identifying the community's concerns for wildfires solicited through a citywide survey conducted between October and November 2019. The data was analyzed and presented to the Block Captains to disseminate to the community. In working with the First Responders and their experts, staff and the Lead Block Captains identified wildfire mitigation strategies that are practical for Rolling Hills. Additionally, RHCA hired a fire consultant Carol Rice to develop mitigation strategies for Rolling Hills. Findings from that report was incorporated into the final CWPP. During the plan development, RHCA and the City Council subcommittees, discussed potential impacts and or adjustments needed for their respective organizations based on identified wildfire mitigation strategies.

The CWPP is meant to be a community based document aimed to address concerns from the residents. Community engagement is a key component of the CWPP. The survey questions were developed by the residents, the survey results were analyzed by residents, and a large portion of the plan was written by residents. The CWPP is meant to be a living document. It should updated annually to capture ongoing mitigation efforts and to evaluate the effectiveness of mitigation measures.

Once adopted, the City can pursue additional grant funds to implement mitigation strategies identified in the CWPP. The CWPP outlines an iterative approach and defines a path for the City, RHCA, the First Responders and the community for action to prevent and prepare for wildfires.

FISCAL IMPACT:

There was no fiscal impact to the City for Fiscal Year 2019-2020. If the City Council accepts the Hazard Mitigation Grant of \$123,750, the City will be required to provide matching funds up to \$41,250. There is a potential that CalOES will allow the expended staff time to date in drafting the plan to meet the match requirement. If the grant is accepted, the City stands to offset expenditures relating to the finalization of the plan using grant funds.

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

- 1. Accept the CWPP as complete;
- 2. Accept the Hazard Mitigation Grant FEMA 4382, Project #PL0172, in the amount of \$123,750, to prepare a CWPP; and
- 3. Direct staff to submit the completed CWPP to CalOES and FEMA for review and approval.

ATTACHMENTS:

CalOESAwardLetter2020-07-02.pdf
4382-172-25P Rolling Hills HMP_Apprvl Ltr.pdf
NEMIS Project Management Report.pdf
NEMIS Obligation Report-sup18.pdf
Standard HMGP Conditions.pdf
CWPP_Draft_2020-06-12_v13 final draft_CityCouncil.pdf



RECEIVED

July 2, 2020

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

JUL 0 6 2020
City of Rolling Hills

у _____

Subject:

Notification of Subapplication Approval

Hazard Mitigation Grant Program

FEMA-4382-DR-CA, Project #PL0172, FIPS #037-62602

Dear Ms. Jeng:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of \$123,750.00. A copy of the FEMA award package is enclosed for your records. In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Grants Processing Unit:

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

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



Ms. Jeng July 2, 2020 Page 2

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

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

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

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

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Grants Processing Unit at (916) 845-8110. For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 845-8150.

Recovery Grants Processing Unit

Enclosures

c: Applicant's File

*The Recovery Grants Processing Unit has the City's universal resolution, passed on 10/14/19, on file. A copy of the resolution is included in this package for your review. With your permission, the resolution can be applied to this project.



June 23, 2020

Mark Ghilarducci Governor's Authorized Representative Governor's California Office of Emergency Services 3650 Schriever Avenue Mather, California 95655

Reference: Application Approval

HMGP-4382-172-25P, City of Rolling Hills

7% City of Rolling Hills Community Wildfire Protection Plan

Supplement #18

Dear Mr. Ghilarducci:

We have approved and obligated Hazard Mitigation Grant Program (HMGP) funds for the above-referenced Hazard Mitigation Plan.

The total eligible costs is \$165,000. As shown in the enclosed Supplement #18 Obligation Report, we have obligated \$123,750 for up to 75 percent federal share; the non-Federal share match is \$41,250. These funds are now available in Smartlink for eligible disbursements.

This HMGP approval is subject to the following:

- 1. These funds are obligated based on the Subrecipient's SOW, including the project schedule and budget. The Subrecipient intends to submit a FEMA approved City of Rolling Hills Community Wildfire Protection Plan that meets the requirements of the Disaster Mitigation Act of 2000.
- 2. The award of funds is subject to the enclosed Standard Hazard Mitigation Grant Program Conditions, amended February 2005. Federal funds may be de-obligated for work that does not comply with these conditions.
- 3. The project schedule in the application identified that all work will be completed in 35 months or by May 23, 2023. Please be advised that all federal funds may be de-obligated for work that is not completed within schedule, and for which no extension is approved.

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June 23, 2020 Page 2

4. In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.

If you have any questions or need further assistance please contact Aaron Lim, Hazard Mitigation Assistance Specialist, at (510) 627-7036 or aaron.lim@fema.dhs.gov.

Sincerely,

for

Juliette Hayes Director Mitigation Division FEMA Region IX

Enclosures (3):

Supplement #18 Obligation Report Project Management Report Standard HMGP Conditions

cc: Robert Aguilar, Cal OES Emily Winchell, Cal OES Robin Shepard, Cal OES Monika Saputra, Cal OES

HMGP-AP-01

Project Management Report

Disaster FEMA Amendment App ID State Recipient Number Project Number Number

4382 25 - P 0 172 CA Statewide

Subrecipient: Rolling Hills

FIPS Code: 037-62602 Project Title: 7% Rolling Hills, City of, Community Wildfire Protection Plan

Mitigation Project Description

Amendment Status : Approved Approval Status : Approved

Project Title: 7% Rolling Hills, City of, Community Wildfire Protection Plan

Recipient : Statewide Subrecipient : Rolling Hills

Recipient County Name: Los Angeles Subrecipient County Name: Los Angeles

Recipient County Code: 37 Subrecipient County Code: 37

Recipient Place Name: Rolling Hills Subrecipient Place Name: Rolling Hills

Recipient Place Code: 0 Subrecipient Place Code: 62602

Project Closeout Date: 00/00/0000

Work Schedule Status

Amend #	<u>Description</u>	<u>Time Frame</u>	<u>Due Date</u>	Revised Date	Completion Date
0	holder Committee Formation and Consultant Procure	4M	00/00/0000	00/00/0000	00/00/0000
0	Initial Plan Scoping	2M	00/00/0000	00/00/0000	00/00/0000
0	Public Outreach and Participation	6M	00/00/0000	00/00/0000	00/00/0000
0	Draft Wildfire Protection Plan	8M	00/00/0000	00/00/0000	00/00/0000
0	Draft Final Wildfire Protection Plan	4M	00/00/0000	00/00/0000	00/00/0000
0	Wildfire Protection Plan Public Rollout	1M	00/00/0000	00/00/0000	00/00/0000
0	Cal OES/FEMA Revisions	6M	00/00/0000	00/00/0000	00/00/0000
0	Local Plan Adoption	1M	00/00/0000	00/00/0000	00/00/0000
0	Grant Close-out	3M	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved	Federal	Total Approved	Non-Federal	Total Approved
Net Eligible	Share Percent	Federal Share Amount	Share Percent	Non-Fed Share Amount
\$165,000	75 000000000	\$123 750	25 0000000	

Allocations

Allocation Number	IFMIS Status		Submission Date	FY	ES/DFSC Support Req	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
10	Α	06/19/2020	06/16/2020	2020	2930569	7	\$123,750.00	\$0.00	\$418,750.75
						Total	\$123,750.00	\$0.00	\$418,750.75

Obligations

Actior Nr	ı IFMIS Status		Submission Date	FY	SFS Support	SFS Amend	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	Α	06/19/202	2 06/19/2020	2020	3018756	0	18	\$123,750.00	\$0.00	\$123,750.00
							Total	\$123,750.00	\$0.00	\$123,750.00

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FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANTS PROGRAM Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4382	25 -P	0	172	1	18	CA	Statewide
Subrecipi	ent: Rolling H	ills			Project Title: 7	% Rollin	g Hills, City of, Community Wildfire Protection Plan

Subrecipient FIPS Code: 037-62602

Pre	Total Amount eviously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation	
	\$123,750.00	\$123,750.00	\$0.00	\$0.00	
	Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date IFMIS Status	FY
Ī	\$123,750.00	\$0.00	\$123,750.00	06/19/2020 Accept	2020

Comments

Date: 06/19/2020 User Id: KMOJICA

Comment: Approved funding for planning project

Authorization

Preparer Name: KAREN MOJICA Preparation Date: 06/19/2020

HMO Authorization Name: AARON LIM HMO Authorization Date: 06/19/2020

Authorizing Official Signature

Authorizing Official Title

Authorization Date

Authorizing Official Signature

Authorizing Official Title

Authorization Date

Standard Mitigation Grant Program (HMGP) Conditions FEMA Region IX, August, 2018

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

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

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

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

\R9li8a1\mitdata\$\05. HMA Grants Management\02. HMGP\HMGP Standard Conditions\Standard HMGP Conditions, August 2018.docx

ROLLING HILLS COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)



JULY 2020 FINAL DRAFT The City of Rolling Hills Community Wildfire Protection Plan was developed collaboratively among stakeholders including the community, the City of Rolling Hills, the Rolling Hills Community Association, the Los Angeles County Fire Department, and the Los Angeles Sheriff's Department. The plan includes a prioritized list of hazardous fuel reduction strategies and addresses measures that the community members can take to reduce structural ignitability. The undersigned have reviewed the Rolling Hills CWPP and accept this document as the final draft representing 2020.

Leah Mirsch, Councilmember	City of Rolling Hills
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Patrick Wilson, Councilmember	City of Rolling Hills
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Tom Heinsheimer, RHCA Boardmember	Rolling Hills Community Association
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Anne Smith, RHCA Boardmember	Rolling Hills Community Association
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Central Regional Operations Bureau	Los Angeles County Fire Department
Accietant Fire Chief Scott Hale	

Lomita Station Captain James Powers	Los Angeles County Sheriff's
	Department



We would like to thank the following for individuals for their support:

City of Rolling Hills

Elaine Jeng, City Manager Connie Viramontes, Administrative Assistant

Rolling Hills Community Association

Roger Hawkins, past Board member Kristen Raig, RHCA Manager

First Responders

Assistant Chief J. Lopez, Los Angeles County Fire Department Battalion Chief Alvin Brewer, Los Angeles County Fire Department Fire Station 56, Los Angeles County Fire Department Deputy John Despot, Los Angeles County Sheriff's Department Deputy Reese Souza, Los Angeles County Sheriff's Department Deputy Tina McCoy, Los Angeles County Sheriff's Department

Rolling Hills Residents - Block Captain Program

Arlene and Gene Honbo, Lead Block Captains

Block Captains as of May, 2020

Abas Goodarzi Kathleen Hughes-Ron Sommer
Alan Stratford Bethencourt Ross Smith
Arinze Anakwenze Kay Lupo Susan Collida
Arun Bhumitra Lisa Anakwenze Tanvir Mian

Bill Ruth Lisa Koperhofer

Charlie RaineMarion RuthBlock Captain SupportClint PattersonMarlen UhlTeam as of May, 2020

Debra Shrader Michael Sherman
Diane Gilman Michelle Mottola Anne Smith
Diane Montalto Nadine Bobit Arvel Witte
Dorothy Vinter Nicole Tangen Bert Balch

Ed Swart Pam Crane Clarisse Shumaker

Eddy DelgadoPenni SmithDiane LesserGiancarlo StarinieriPhil NormanJan FerrisJack SmithPia RaineKelly CookJeanette RuzicRae WalkerMaureen HillJudith HaenelRalph SchmollerNancy Hoffman

Sandy Sherman

CITY OF ROLLING HILLS COMMUNITY WILDFIRE PROTECTION PLAN (CWPP) JULY 2020

INTRODUCTION

2018 was a year of destructive wildfires throughout California taking lives, destroying properties and prompting large-scale emergency evacuations. It was a stark reminder that all the land in Rolling Hills and the Palos Verdes Peninsula were determined as "Very High Fire Hazard Severity Zone" by the State of California Department of Forestry and Fire Protection. Recognizing its wildfire history, the City of Rolling Hills asked residents what actions should be taken to better prepare and protect lives in the event of a wildfire?



What is the greatest risk of wildfire for Rolling Hills? The residents responded fire fuel in the canyons. Is there more that the Rolling Hills Community Association and the City should be doing to protect lives and properties in the case of wildfires? The residents responded yes! Would the community be interested in receiving information on the best way to manage the vegetation in the canyons to prevent wildfires? The residents responded yes! How important is it for residents to manage fuel (e.g. trees, brush, etc.) on their property (including canyons located on private property)? The residents expressed, on a scale 1-100 with 100 being very important, 87. All of these efforts to reduce

vegetation are critical to our highest priority – protecting the lives of residents and their families.

Early 2019 marked the beginnings of a needed collaboration between the residents of Rolling Hills, the City of Rolling Hills, Rolling Hills Community Association (RHCA), Los Angeles County Fire Department and Los Angeles County Sheriff's Department (collectively referred to as First Responders). The four entities worked together throughout the year to formulate a Community Wildfire Protection Plan (CWPP). The CWPP for the City of Rolling Hills is an action plan to implement wildfire mitigation measures to address the community's greatest risks. Residents were offered opportunities to voice their opinions on ways to reduce wildfire threats to their lives and home and overall community. This was accomplished through a series of emergency preparation meetings with First Responders; residents were encouraged to participate in a Wildfire Mitigation survey and 25% of the residents of Rolling Hills submitted their comments. The on-going work and commitment of all four entities produced a prioritized plan that reflects the voices of residents and wildfire mitigation priorities for the City of Rolling Hills.

The plan is designed to be a living document, one that the community can refer to for action and as such, the conventional agency (City, RHCA, and First Responders) statistical data, environmental setting including fire history and the process to solicit the community's feedback on issues relating to wildfire concerns are all relegated to the Appendices of this plan. This plan starts with the tool box of mitigation measures identified for Rolling Hills and the plan discusses in detail potential evacuation scenarios. Many mitigation strategies were recommended and prioritized by Carol Rice, Fire Fuel Consultant, with the highest value being placed on 1) life safety; 2) structural protection; 3) natural resources and habitat. Finally, the plan lists the action items for the next three fiscal years and concludes with a schedule for periodic evaluation of the effectiveness of the actions performed and updates to the plan.

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APPENDIX

Appendix A City Overview and Fire Environment

Appendix B Community Survey

Appendix C Wildland Res Mgt by Carol Rice, November 1, 2019

1.0 FIRE MITIGATION STRATEGIES FOR ROLLING HILLS

Wildfire threat can be defined as the result of an analysis of potential fire behavior and the likelihood of fire to occur relative to the communities at risk. The Fire Department develops maps showing areas of significant fire hazards using fuels, terrain, weather, and other relevant factors. While the maps are useful in examining fire hazard, high risk areas can be further identified using local perspectives and priorities regarding communities at risk and areas of concern. Appendix A, City Overview and Fire Environment, provides information on the City and the wildfire threats.

Critical to the development of the CWPP was to obtain the input of the City's stakeholders, all the residents of Rolling Hills. It was decided the best vehicle to capture input of all residents was through a survey and augment seminars conducted with residents in 2018. The survey was a "grassroots" effort whereby Block Captains developed the survey, educated residents on the importance of their participation through Zone meetings and summarized the survey feedback. Block Captains provided feedback on potential solutions and mitigation strategies.

The Wildfire Mitigation survey was sent to approximately 1270 residents and the response rate was estimated at 25%. Appendix B, Community Survey, details areas of concerns and priorities as expressed by the residents.

Based on the community's expressed concerns, fire mitigation strategies for Rolling Hills were developed from a variety of sources. The Rolling Hills Community Association (RHCA) engaged Fire Fuel Consultant, Wildland Res Management Ms. Carol Rice to assess Rolling Hills and provide recommendations to the RHCA Board of Directors. The Wildland Res Management Report dated November 1, 2019 is included as Appendix C. The Los Angeles County Fire Department provided recommendations to the City of Rolling Hills on options to deal with vegetation management including the canyons. All recommendations provided by Wildland Res Management and LA Fire Department are prioritized with the highest value on 1) life safety; 2) structural protection; and 3) natural resources and habitat. Based on the feedback from the community survey, vegetation management was a most critical element for the residents. Feedback from all these resources was used to formulate the potential mitigation strategies detailed below.

1.1 Infrastructure hardening

- Require that all structures have a class A roof by 2030.
- Consider changes to landscaping guidelines to comply with landscape recommendations to reduce structure ignitability
- Create incentive plan or identify special "preferred" contractors who will assist with approvals and installation/alterations to harden homes.

- Partner with manufacturers for demonstrations & to identify contractors of vents and equipment to harden homes.
- For a specific period of time (1 year) offer discounted permits or incentive for homeowners to make alterations to homes to harden (change out wood siding to hardy board, replace wood shingles, upgrade windows to dual pane, major landscape change)
- Feature homes that are compliant with standards in Rolling Hills Living magazine

1.2 Vegetation Management¹

Canyons

- Fuel Management. Consultant Carol Rice provided services to the RHCA in 2009 and the products of her work can be found on the City and RHCA websites. RHCA contracted again with Carol Rice in 2019 for a report recommending steps for the community to mitigate wildfire. Ms. Rice's "Creating Fire Safe Canyons" guide includes 3 strategies for residents to manage fuel on their property, including area in canyons:
 - Shaded fuelbreak
 - o Mosaic groupings
 - o Shortened shrubs
- **Goats.** Goat grazing can be a cost effective, environmentally sound way to clear combustible vegetation and promote growth of native grasses and beneficial plants, particularly for large areas (10, to 100+ acres) and in steep or difficult terrain. Grazing can efficiently treat areas that are inaccessible or difficult to manage with mowers and weed eaters, areas where prescribed burns are inadvisable, and sensitive areas where the application of herbicides is not appropriate.
- Control burns. Los Angeles County Fire Department is dedicated to fire protection and wildfire prevention. One of the Los Angeles County Fire Department's prevention programs is Vegetation Management (Title 14, California Code of Regulations, Chapter 9.8 Chaparral management, Sections 1560 to 1569.6). The Vegetation Management Program (VMP) is a cost-share program that focuses on the use of prescribed fire, and some mechanical means, for addressing wildland fire fuel hazards and other resource management issues. The use of prescribed fire mimics natural processes, restores fire to its historic role in wildland ecosystems and provides significant fire hazard reduction benefits that enhance public and firefight safety.

¹ Recommendations by Consultant Carol Rice are included in this report to illustrate available wildfire mitigation strategies for Rolling Hills and in no way suggest that the strategies will be adopted by the Rolling Hills Community Association.

• **Invasive or noxious plants.** Consider the use of herbicide or the manual removal of invasive or noxious plants in the canyons: arundo, bamboolike plants and poison ivy.

Fire Fuel Management Standards for individual properties

Fire Fuel Consultant Carol Rice recommended the community adopt Fire Fuel Management Standards as a tool to teach homeowners about fire-wise vegetation management on their private property. The Los Angeles County Fire Department endorsed and supported this recommendation for the city. Ms. Rice also recommended individual property inspections be conducted to evaluate individual properties in comparison with the Fuel Management Standards with recommendations on how homeowners can meet vegetation management guidelines.

Roadside

Based on the Wildland Res Management report, the following measures were recommended:

- Evaluate the Fire Code requirements for 10 'roadside clearance for easy access and improved evacuation routes. Fire Code Section 325.10 defines clearance requirements.
- Remove all vegetation from area immediately adjacent to roadway and install surface that does not promote germination of weeds, i.e. decomposed granite or wood chips. Perform weed management in spring and summer (mowing, weed whacking). The RHCA does not use herbicides in the community except for noxious plants like poison ivy.
- Eliminate fuel ladders by removing lower tree branches and limiting the height of shrubs under trees to prevent fire from moving into tree canopies 4-6′ back from edge of roadway:
- Clear all vegetation within 3' around the base of a utility pole or fire hydrant. Non-exempt poles require 10' clearance. SCE is responsible for such clearance.
- Remove trees underneath power lines that have a mature height that could interfere with electrical wires or equipment. Always work through SCE for line clearance.
- Remove or cut back tree limbs that are within 8' of electrical wires. Always work through SCE for line clearance.
- Within the roadway easement, remove plants and volunteer trees identified by the fire department as highly flammable (pampas grass, juniper, palm trees, pine trees, eucalyptus trees). Prohibit new planting of these highly flammable plants by changing landscape guidelines.
- Encourage or require property owners to adhere to vegetation management within the boundaries of their property to meet the fuel management standards set by the County Fire Department for Very High Fire Hazard Areas and in limited areas, the Association standards for Fuel Management and RHCA landscaping

- guidelines for new planting. The RHCA may require higher standards than the Fire Code.
- Rice's report also encouraged the development of a community fuel management standards to set measurable standards for vegetation management along roadsides within the RHCA road easements and other areas allowed in the CC&Rs. Recommended also is removing tree limbs hanging over roadways that are under 18' in height or as assessed by the fire department.

Bridle trails

- Annual maintenance mowing and weed whacking along bridle trails.
- Periodic vegetation management such as abatement using brush hound, hedge trimmers or heavier equipment on an as-needed basis and as the budget permits.
- Manage vegetation to eliminate fuel ladders along bridle trails.
- Cut back blackberries and lift and separate plants that currently make up the dense brush in canyons (lemonade berry or toyon).
- Remove palm trees and other "high hazard" plants identified by LA Co. Fire
- Remove Arunda (bamboo like vegetation) from areas immediately adjacent to bridle trails
- Consider all means available for brush clearance, including but not limited to goats, or contract services

Invasive and highly flammable plants

• Create a list identifying highly flammable plants and request that the governing bodies prohibit planting of these plants and create a plan for eradication or removal of such plants within the community. Create a list of desirable plants as an alternative for planting. Create or obtain funding for an incentive program for removal of such plants

1.3 Electric Power Lines

Experts have said that despite the heavy costs, burying power lines in areas most susceptible to winds would provide a huge margin of safety in reducing fire risk for communities. Burying utility lines underground in sensitive areas is a potential mitigation strategy for Rolling Hills.

Southern California Edison (SCE) periodically has to replace its wood power poles as part of its ongoing maintenance program and installs new power poles as needed. SCE has recently started to install power poles constructed of a composite nonflammable material and will begin to wrap its wood power poles with a nonflammable material. Replacement occurs when SCE determines the need on a case by case basis.

1.4 Inspections and Enforcement

The City of Rolling Hills (City) enforces its nuisance codes (City Municipal Code Chapter 8.24 Abatement of Nuisance and Chapter 8.30 Fire Fuel Abatement) by City staff and the City Attorney.

The Fire Department has jurisdiction over property with structures and the Agricultural Commissioner has jurisdiction over the rest. The Fire Code enforcement, historically, has been limited to removing dead vegetation within 200 feet of residences even though the Fire Code also requires ten feet of clearance on each side of all roads and driveways. Fire Code Section 325.10 Roadway Clearance: "The fire code official may require removal and clearance of all flammable vegetation or other combustible growth for a minimum of 10' on each side of every roadway, whether public or private... This section shall not apply to single specimen trees, ornamental shrubbery, or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground cover, provided that they do not form a means of readily transmitting fire."

City nuisance code enforcement of Chapter 8.24 is rarely invoked. City nuisance code enforcement of Chapter 8.30 is actively enforced by a dedicated City code enforcement official. Said Chapter 8.30, however, is limited by its terms to dead vegetation of any kind, dead or alive tumbleweeds, and dead palm fronds on living palm trees located on the portion of the property that has a slope equal to or less than 50%.

The LA County Fire Department provides fire hazard reduction and safety guidelines to all property owners in Rolling Hills. After a mailed notice, the Fire Department and Agricultural Commissioner personnel conduct an annual inspection of all of the properties commencing June 1 for non-compliance with the Fire Code. Fire Department personnel do not have the right to enter through locked gates. Property owners may deny access, at which point, an inspection warrant must be secured. The property may be inspected if it can be seen from a public viewpoint.

The City code enforcement official conducts inspections year-round but can only do so from the roads and/or bridle trails unless given permission or obtaining a warrant.

SCE is responsible for power line clearance and non-exempt poles. The property owner is responsible for all other required clearance in the easement. SCE periodically inspects and reduces the height of trees and brush so they do not encroach into the area of the power lines.

2.0 EVACUATION STRATEGIES

2.1 Community Preparedness and Education

The Los Angeles County Fire Department, along with partnering agencies, stand ready to quickly respond to contain wildfires, utilizing firefighting resources from the air and ground to help protect people and property from wildfire.

Preparation and prevention go hand-in-hand. LA County Fire's Ready! Set! Go! Brochure is available for residents and was designed to provide critical information on creating defensible space around a home, retrofitting a home with fire-resistant materials, and informing how and when to safely evacuate well ahead of a wildfire. The City of Rolling Hills partners with the Fire Department to prepare and educate the community on the specifics contained in the Ready! Set! Go! Brochure through the Block Captain Program. A copy of the brochure can be obtained by calling LA County Fire Department Public Office 881-2411 or online at Information at (323)http://fire.lacounty.gov/wpcontent/uploads/2020/05/Ready-set-go 051420.pdf.

2.1.1 Block Captain Program

The City's volunteer Block Captains are a crucial liaison between residents, first responders and the City's Emergency Operation Center (EOC) in the event of a large-scale emergency. In this role, the Block Captains are committed to serving and assisting residents of Rolling Hills before, during and after a disaster.

The Block Captain program divides the city into 24 zones. Each zone has two to three Block Captains with other residents providing Block Captain support if needed. Each zone has an average of 50 homes.

The Block Captain's primary duties include:

- Meet the residents in their zone, greet new homeowners and explain the Rolling Hills Wildfire Community Protection Plan (CWPP) to them.
- Keep track of who is living within their zone by maintaining names, telephone, email addresses and other relevant information.
- Identify residents with special needs.
- Maintain their walkie-talkies to ensure they are charged and in good working condition.
- Attend bi-monthly Block Captain meetings.
- Attend and encourage residents to attend periodic training programs on wildfire mitigation and disaster planning.

- Conduct one to two meetings annually with residents in their zone to distribute, update and exchange information. Convey resident's concerns to the Lead Block Captain or City Manager.
- Participate in annual emergency response drills.



In case of a wildfire or any type of disaster, the Block Captain's first responsibility is to his/her safety and the safety of his/her family and home. Only if there is time, it is the Block Captain's role to initiate pre-arranged procedures within their neighborhoods, including checking on and assisting special needs neighbors and, disseminating information received from the EOC.

Block Captains should be familiar with key documents contained in the "RH Block Captain Master Information File" including: Wildfire & Earthquake Checklists; the Wildfire & Earthquake Preparation and Evacuation Recommendations, and City emergency procedures. Block Captains play an important role in providing such information to residents about what to do in an emergency, in advance of an evacuation and in preparation for a disaster.

Each Block Captain is in charge of giving specific information summaries to emergency responders through the EOC about the state of residents in a Zone so their response to a disaster can be most effective and efficient.

Training programs will teach Block Captains about these responsibilities and teach other useful information, such as how to keep specific supplies accessible for when they are called to respond. They will be taught how to reach out to the residents in their Zone.

In short, a Block Captain is a lifesaving leader in times of citywide emergencies.

2.1.2 On-going communication and education

Effective communication and education programs are essential to implement and to maintain a successful Community Wildfire Protection Plan (CWPP) and will keep residents involved. The Rolling Hills Wildfire Mitigation Survey identified 'on-going communications and education' as a critical factor in dealing with wildfire preparedness and evacuation issues.

The communication and education program will be jointly sponsored by the City of RH, the RHCA and support of the first responders and the Block Captains. The program will consist of but not be limited to the following items:

- 1. Rolling Hills Living Magazine in-depth articles on wildfire mitigation
- 2. Rolling Hill Newsletter and Rolling Hills Community Association News Letter Meeting announcements, training class schedule, annual exercise schedule, demonstrations, new Block Captain announcement
- 3. Bi-monthly Block Captain meeting will discuss planning updates, information transfer, first responder inputs
- 4. One to two annual Block Captain Zone meetings with new and current residents to transfer emergency preparedness information, especially updates from first responders
- 5. City of Rolling Hills Website <u>www.rolling-hills.org</u> has important information from items 1 thru 4
- 6. Workshops or seminars to include but not limited to:
 - a. How to create a defensible space on your property
 - b. How to harden your home
 - c. How to improve your landscape with more fire-resistant plants
 - d. How to inspection your home for fire hazards
 - e. Why high hazard plants should be removed
 - f. How to develop an evacuation plan for your family
 - g. How to sign up for the City's "Notify me", reverse 911 and subscribe to Alert Southbay.

7. An evaluation of equipment used by Block Captains during an emergency will facilitate communication with the City of Rolling Hills. The goal is to complete the evaluation by the end of 2020. (See section 2.2.2.2.) Equipment will be issued in advance of an emergency so Block Captains can communicate with the Emergency Operation Center (EOC) in the event of land line and cell phone failure.

The communication and education process will be continuously monitored to ensure effectiveness and efficiency by evaluating new tools and methods.

2.2 Evacuation during an Actual Emergency

The Fire Department and the Sheriff's Department operate under the Unified Incident Command where representatives from each department and other relevant agencies will set up a command post near the incident to ensure all entities responding to the emergency are communicating. If appropriate and relevant, the City Manager of Rolling Hills will be invited to be at the command post and send information back to the City's Emergency Operations Center (EOC).

The Incident Command System (ICS) is a standardized, on-scene, all-hazard incident management concept. It is a management protocol originally designed in the 1970s for the Fire Service agencies in California and subsequently required through state legislation in 1993 as an element of the Standardized Emergency Management System (SEMS) to cover all California State agencies and its political subdivisions. In 2004, ICS was required to be implemented nationally as an element of the National incident Management System (NIMS) through Presidential Directive (HSPD-5 & 8). ICS is based upon a flexible, scalable emergency response organization providing a common framework within which representatives may be drawn from multiple agencies that do not routinely work together, and ICS is designed to give standard response and operation procedures to reduce the problems and potential for miscommunication on such incidents.¹

Responding specifically to wildfires, the Fire Department will take the lead in determining the appropriate response strategies including ordering evacuations. The Sheriff's Department will take orders from the Fire Department and support the Fire Department in their calls. As an example, if the Fire Department calls for evacuations citywide, the Sheriff's Department would assist in notifying residents by going to door to door, siren calls in a localized area, and or use available and operable media notifications such as the City's "notify me," and or Alert Southbay. The Sheriff's Department would also deploy personnel to assist with traffic control. Under a citywide evacuation order, to ensure safety, the Sheriff's Department would also manage the entries back into the community.

2.2.1 Evacuation Levels

Depending on the condition of the wildfire, the Fire Department may call for the following:

- Citywide evacuation
- Partial evacuation areas defined
- Shelter in place

In all scenarios, it is imperative that the community has a personal evacuation plan to refer to for expedient actions. It is also imperative that the community prepare for emergencies with a list of important phone numbers, critical items to take with when leaving, a location to go when forced to evacuate, several different routes to safety and flash lights, candles, canned food and water. The READY! SET! GO! brochure published by the Los Angeles County Fire Department is an essential emergency preparation booklet that includes how to prepare a personal Wildfire Action Plan including where and when to evacuate. Residents are asked to formulate a plan and rehearse that plan periodically so that it becomes second nature in the even to an emergency.

2.2.2 Communication during emergency events

2.2.2.1 Emergency Operations Center (EOC)

The City of Rolling Hills is currently drafting the Emergency Operations Plan (EOP) that will outline the operations of the Emergency Operations Center (EOC). The EOP will define when and how the EOC will be opened, the players that are a part of the EOC and the functions of each position in the EOC.

The EOC will operate using the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS). Employees of the City of Rolling Hills will be staffing the City's EOC including a member of the Rolling Hills Community Association. Employees of the City of Rolling Hills are required to take SEMS/NIMS training from the California Governor's Office of Emergency Services (CalOES). A division of CalOES called the California Specialized Training Institute (CSTI) provide training to local governments in California to have standardization in the way EOCs are operated in California and nationally. In the event that the employees of the City of Rolling Hills are unable to serve in the EOC during an emergency, staff members from other nearby cities can assist provided that they have received training from CSTI.

The EOC would be divided into the following sections with one or two people responsible for each of the sections:

- Intelligence
- Planning
- Logistics
- Operations
- Finance

Briefly, the EOC is a centralized location to receive reports from the field, response efforts are planned, operations personnel are deployed and expenditures are tracked. As an example, the First Responders could report that there are three fallen trees along the major arterial of the City blocking vehicular traffic. Upon receiving this report, the EOC could contact appropriate vendors to clear the trees from the road. Expenses relating to the clearing of the tree will be tracked for potential reimbursement through federal agencies or State agencies.

Rolling Hills Community Association, having control over the easements including the trail and the roads, will play a critical part in the example outlined. The RHCA can deploy their own personnel to conduct the clearing work or engage vendors that they already have relationships with to assist the community in the time of need.

2.2.2.2 Emergency communication methods with residents and Block Captains

During an emergency, information is critical to deploy the needed resources. In the time of an emergency, Block Captains are expected to take care of their families and loved ones first. Only if Block Captains are able and available will they be encouraged to report field conditions to the City's EOC, or to the City Hall. This communication can be done via working cell phones, land-lines, emails, text messages and or walkie-talkies. The City of Rolling Hills is currently evaluating 1) what infrastructure is needed to support emergency communications and 2) which equipment is needed for use by Block Captains and the City to communicate during emergencies. The goal is to have this project completed by the end of 2020. Once equipment is purchased and installed Block Captains should communicate efficiently by answering two questions in each communique:

- What do you have?
- What do you need?

2.2.2.3 Notifying residents to prepare to evacuate

The City of Rolling Hills has multiple ways to communicate with residents during an emergency:

- RH website <u>www.rolling-hills.org</u>
- Alert Southbay emergency notifications
- local media
- email and phone communication

2.2.3 Potential evacuation routes

2.2.3.1 Main gate, Crest Road gate at Crenshaw and Eastfield gates

The number one and two priorities of first responders are life safety and property, in that order. First Responders will determine if an Evacuation Order is needed and will notify the City through the Incident Command Center.

If an Evacuation Order is issued by the Incident Command Center, residents will be alerted of an immediate threat to life and property that is within one to two hours. When the order is issued residents should evacuate through one of the main gates and the route chosen is dependent on the location of the fire activity route recommended by first responders.

LA County Sheriff and LA County Fire Department have identified potential evacuation routes, which included options for rapid egress from areas within the city threatened by a wildfire.

- Main Gate at Rolling Hills Road and Palos Verdes Drive North
- Crest Gate at Crest Road near Crenshaw Blvd
- Eastfield Gate at Eastfield Drive and Palos Verdes Drive East

Potential issues that may affect evacuation include:

- Residents may not have established evacuation preparedness plans.
- Residents may choose not to evacuate but to stay and defend their homes or decide
 to shelter in place until the fire danger passes. Some might change their mind late
 in the evacuation process forcing them to flee when conditions are at their worst.
 Without fully understanding the effects of their decisions, resident actions can
 jeopardize their life safety as well as that of firefighters and law enforcement
 personnel.
- Fallen trees or downed powers lines may block roads.
- Several streets within Rolling Hills are narrow and could quickly become congested with traffic.

First Responders do not want residents to use bridle trails as potential evacuation routes. In an extreme situation the use of trails as potential evacuation routes may be considered by First Responders on a "case by case" basis.

IMPORTANT NOTE: Wildfires are extremely fluid and complex. An evacuation route may become compromised due to fire activity. The Potential Evacuation Routes map provides suggested evacuation routes that are dependent on the location of the wildfire. It is recommended that residents practice preparing for and evacuating through their primary and secondary exit route.

2.2.3.2 Crest Road East Gate

There is a fourth (4th) gate that is locked and closed located at the end of Crest Road East with no guards. There are several holders of the key to unlock the gate including:

- LA County Sheriff
- LA County Fire Department
- All RHCA Gatehouses
- RHCA Manager
- Maintenance Supervisor and Staff
- Gate Supervisor
- Architectural Supervisor

During a wildfire emergency the Crest Road East gate is considered by First Responders as an option for residents to use to exit the city. Residents should be informed in advance that Crest Road East is an option and is considered as a one-way exit from Rolling Hills into Rancho Palos Verdes towards Palos Verdes Drive East. Once the Crest Road East Gate is opened, residents will not be granted re-entry through this gate.

First Responders will determine if an Evacuation Warning and/or Evacuation Order is needed and will notify the City through the Incident Command Center.

During a wildfire emergency an Evacuation Warning may be issued by the Incident Command Center. Residents will be alerted of a potential threat to life and property that is more than two hours away. If the possibility exists that the gate will need to be opened a RHCA staff person will be stationed at the gate ready to open it.

An Evacuation Order may be issued by the Incident Command Center. Residents will be alerted of an immediate threat to life and property that is within one to two hours. RHCA staff person or another designee of the RHCA should be onsite to assist with traffic management if available.

Note: As of the publication date of this plan the RHCA Board of Directors approved the automation of the Crest Road East gate. The installation is scheduled to be completed in August 2020. It is expected that RHCA staff will be able to open the gate remotely upon receiving with an Evacuation Warning or Evacuation Order from First Responders.

2.2.3.3 Traffic Control

In the event of an evacuation, the Sheriff's Department will maintain traffic control based on the level of closure established by the Fire Department. The five evacuation levels are as follows:

Level 1: Open to general public

Level 2: Open to critical-incident resources and all residents.

Level 3: Closed to all traffic except fire, law and critical resources e.g. public works, power, LASD volunteers, etc. Note: escorts may be needed.

Level 4: Closed to all traffic except fire-department and law-enforcement personnel.

Level 5: Closed to all traffic.

2.2.3.4 Temporary Refuge Area(s)

Temporary Refuge Area(s) have been recommended to be identified for the community of Rolling Hills by First Responders and consultant, Ms. Carol Rice. At the time of this publication areas have not been identified.

2.2.4 Residents Who May Need Special Assistance in an Emergency

Vulnerable populations have special needs that are critical to address during disasters such as wildfire. These populations may be less likely to respond to, cope with, recover from wildfire, and are less likely to get involved in wildfire mitigation activities. Age, physical, and mental limitations can restrict mobility making it more difficult to evacuate in a disaster. Language issues can result in communication barriers to evacuation or support services. 15% of survey respondents indicated that they or family members have special needs. 26% of survey respondents have neighbors with special needs or who may need assistance in an evacuation.

The RH Block Captains will identify special needs residents by canvassing their zones and working with the RH Seniors Committee on who they are, where they live and what assistance they may need. Ways to easily identify the homes of these residents is currently being evaluated. The Block Captains along with first responders can provide assistance to these residents in preparing, responding and recovering from a disaster.

Information on special needs residents will be saved on an encrypted server and only accessible by city staff and a Block Captain. A printout of special needs residents will only be distributed to the corresponding zone Block Captains.

2.2.5 Large animal/horse evacuations

Rolling Hills is considered an equestrian community. Emergency preparedness is important for all animals, but preparedness can be more difficult for large animals (e.g., horses) because of their size and special transportation needs. Evacuation of horses should occur as soon as an evacuation warning is issued. If owners are unprepared or wait until the last minute, they may have to leave their animals behind. The following provides information for pre-planning evacuation with large animals, including horses:

- Contact Los Angeles County Department of Animal Control Equine Response Team (LACDACERT) for evacuation information for large animals. LACDACERT has trained volunteers who are trained in the evacuation and sheltering of horses in wildfire events. LACDACERT has equipment and personnel available for large animal evacuation and billeting. All requests for emergency assistance are channeled through LA County Sheriff's Dispatch (911).
- Even though the County has assistance available, it is strongly encouraged for horse owners to make their own plan for emergency transportation and sheltering for horses. Many designated sheltering sites may become overcrowded or are far from Rolling Hills. Make plans now to house horses with friends, at a commercial stable, or other suitable location out of the danger area. Discuss plans with everyone in the family and keep the contact information and address of emergency animal shelters and driving directions in an emergency kit.
- Make a list of emergency contacts. Keep copies in vehicles or trailer as well as in the house.
- Take photographs and prepare a written description of each horse or other large animal(s). Put one set in a safe place and another set in an emergency kit.
- Have a halter and rope for each horse/large animal. Make sure halters are marked
 with contact information or write the information on a piece of duct tape and stick it
 on the halter. Reflective identification collars are available for purchase from
 Caballeros. If a horse has medical issues or special needs, record this information on
 a luggage tag and attach it to the halter.
- Microchip horses/large animals. This is an easy, inexpensive way to help identify animals.
- Have a three-day supply of feed and water (per large animal). This is particularly
 important if plans are to shelter in place but bring feed (and buckets) if evacuated.
 Make sure to include any medications the large animal(s) may need. Label all
 equipment.
- Teach your horses how to trailer. Spend time loading and unloading the animals so
 they are safe and willing to load, consider practicing loading during the day and
 night. Continue working with the large animals until you are confident that they will
 load.
- Keep trucks, trailers and vans well maintained and ready to move. Keep gas tanks full, check tire pressure, particularly during Red Flag Warning days.
- Horse owners who keep their horses on their property are encouraged to have an
 orange reflector, available from Caballeros, on their house sign to indicate that horses
 are on the property. If you evacuate your animals, remove or cover the reflector.
- Store non-perishable supplies in a portable container such as a clean trashcan, bucket or canvas duffle bag.

Potential issues with evacuating large animals and horses include panicked animals may behave unpredictably and may refuse to respond to normal handling approaches.

2.2.6 Re-entry back in to the Community

Re-entering an evacuated area requires as much forethought and planning as an evacuation order. The safety of residents and emergency responders is of the utmost concern and must drive the decision of when to repopulate. LA County Fire Department and LA County Sheriff's Department will determine when it is safe for residents, including those with special needs and large animals to move back into the area. Residents re-entering the city will depend upon the evacuation level. Note: Levels 3, 4 and 5 are closed the city to residents.

- Level 1: Open to general public
- Level 2: Open to critical-incident resources and all residents.
- Level 3: Closed to all traffic except fire, law and critical resources e.g. public works, power, LASD volunteers, etc. Note: escorts may be needed.
- Level 4: Closed to all traffic except fire-department and law-enforcement personnel.
- Level 5: Closed to all traffic.

3.0 ACTION PLAN

The plan below defines the actions needed to lessen the risk of wildfires and to address the community's greatest risks. The plan lists the action items for each of the four entities – City of Rolling Hills, RH Community Association, RH Residents, LA County Fire Department and LA County Sheriff's Department.

	Action Plan (FY2020-2021 to FY2022-2023)	City	RHCA	Residents	LACFD	LASD
1	Block Captain Program - participate and support					
	program	х	х	XX	х	х
2	Neighborhood zone meetings	х		XX	х	х
3	Emergency communication with residents	х	х	XX	х	Х
4	Evacuation Exercise	XX	х	Х	х	Х
5	Workshops and seminars for residents	х	х	XX	х	Х
6	Special needs population	х	х	XX		
7	Define communication standards with residents					
		XX	х	х		
8	Define refuge areas	х	х	Х	XX	Х
9	City Ordinance Enforcement	XX		х		
10	Fire Department Annual Inspection			Х	XX	
11	Evacuation routes (roadside) vegetation management					
			XX	х	х	
12	Bridal trail vegetation management		XX	Х		
13	Entry/Exit gates vegetation management		XX		х	
14	Fire Fuel Management in Preserve with Land					
	Conservancy	XX			х	
15	Development of fire fuel management standards					
			XX	х	х	
16	City Ordinance to restrict planting of six high hazard					
	plants per Ready! Set! Go! brochure	XX	х	Х	х	
17	Motorize Crest Road East Gate		XX			
18	Utility undergrounding projects	XX	х	Х		
19	Grants for fire fuel management in canyons	XX				
20	Controlled burns in canyons	х	Х	х	XX	х

Legend:

XX Primary Responsibility

x Secondary Responsibility

Project Descriptions

1. <u>Block Captain Program</u>

This project will focus on the recruitment and the training of the Block Captain volunteers. Training programs will focus on teaching Block Captains about responsibilities and other useful information, such as how to keep specific supplies accessible for when they are called to respond.

The project will evaluate the best marketing materials to encourage recruitment, best training vehicles, including multi-media, and enhancements needed to the City's website to support the management of resident contact information while ensuring privacy and confidentiality.

Project Leads: Block Captain Leads and City of Rolling Hills working with First

Responders and RHCA

Timing: 2020/2023

2. Neighborhood Zone Meetings

The project will evaluate available educational materials and videos from the Los Angeles County Fire Department, which highlight priorities documented in the Ready! Set! Go! Brochure. The project will evaluate a cost-effective approach to video for replay on the city's website.

Project Leads: Block Captain Leads and City of Rolling Hills with First Responders Timing: 2020/2023

3. Emergency Communication with Residents

The City's volunteer Block Captains are a crucial liaison between residents in the 24 City zones, first responders and the City's Emergency Operation Center (EOC) in the event of a large-scale emergency. Block Captains have responsibilities in assisting residents of Rolling Hills before, during and after a disaster including:

- What to do in an emergency, in advance of an evacuation and in preparation for a disaster.
- During an emergency specific information will provided to emergency responders through the EOC about the state of residents in a Zone.

In the event that cell phones, landlines and/or email communications are compromised evaluate other equipment options, such as digital radios, satellite phones (with Push-to-

talk capability) or other viable options. Purchase equipment and provide training to Block Captains as necessary.

Project Leads: Block Captain Leads and City of Rolling Hills with First Responders and RHCA

Timing: 2020/2023

4. Evacuation Exercise

It is important to periodically conduct a simulation exercise of an actual emergency evacuation with all entities involved during an emergency: First Responders, residents, City of Rolling Hills and the RHCA, including the gate staff. The goals of the exercise can include but are not limited to evacuation of residents and individuals with special needs, communication between the city's Emergency Operations Center and Block Captains, and traffic control. Assessment and "lessons learned" should be captured and shared.

Project Leads: Block Captain Leads and City of Rolling Hills with First Responders and RHCA

Timing: 2020/2023

5. Workshops and Seminars for Residents

The project will evaluate available educational materials and local experts in wildfire mitigation who can conduct seminars and workshops for the 2000 residents in Rolling Hills. The project will evaluate a cost-effective approach to video seminars and workshops for replay on the city's website.

Project Leads: Block Captain Leads and City of Rolling Hills

Timing: 2020/2023

6. Residents with Special Needs

This project will focus on the coordination needed between Block Captains and the RHCA Seniors Committee to identify residents who may have special needs during an emergency. This project will focus on teaching Block Captains how best to assist this group of residents, what useful information and/or supplies should be provided to this group, and what resources are available to them in the event of an emergency.

Project Leads: Block Captain Leads, RHCA and City of Rolling Hills

Timing: 2020/2023

7. Define communication standards with residents

This project will define the protocols for communicating for the City to communicate with Block Captains and for the Block Captains to communicate with residents during emergencies and wildfire events. This project will include the purchase of communication devices for relevant parties.

Project Leads: City staff Timing: 2020/2021

8. <u>Define refuge areas</u>

This project requires the Fire Department and the Sheriff's Department to identify refuge areas within the limits of the City in the event of wildfire event.

Project Leads: Fire Department/Sheriff's Department

Timing: 2020/2021

9. City Ordinance Enforcement

This project requires city staff to enforce ordinances relating to wildfire mitigation including Chapter 8.30 Fire Fuel Abatement.

Project Leads: City staff

Timing: currently in progress and on-going

10. Fire Department annual inspections

The project requires the Fire Department Brush Clearance Unit to conduct inspection at all parcels within the city limits for compliance with 200' defensible space around structures.

Project Leads: Fire Department

Timing: currently in progress and on-going

11. Evacuation routes (roadside) vegetation management

This project requires fire fuel and vegetation management along three evacuation routes within the city: Portuguese Bend Road, Eastfield Drive, and Crest Road. Fire Code defines the standard for roadside clearance.

Project Leads: RHCA, residents

Timing: 2020

12. Bridle Trail Vegetation Management

This project requires RHCA contractors to thin out, remove or otherwise manage vegetation on and adjacent to bridle trails as outlined in the Fire Fuel management Standards to include the following:

- Thinning native chapparal
- Remove hazardous brush and weeds
- Remove lower limbs of trees to create a safe vertical clearance for equestrians and emergency vehicles
- Remove non-native species such as palm trees, castor beans, Arundo, and other highly flammable species
- Cut back vegetation to provide adequate horizontal clearance on bridle trails as identified in the Fuel Management Stanards

Project Leads: RHCA maintenance staff

Timing: 2020/2023

13. Entry/exit gate vegetation management

RHCA Board has adopted a policy for roadsides along major roadways in the community to have vegetation cleaned up to 8' back from the edge of pavement, where practical. RHCA also performs periodic maintenance of roadside trees for safety purposes and to ensure there is 16' vertical clearance along roadways for emergency vehicles and evacuation.

Project Leads: RHCA maintenance staff Timing: currently in progress, on-going

14. Fire Fuel management in the Preserve

This project requires the Palos Verdes Peninsula Land Conservancy to remove fire fuel in the Preserve annually. The City has funded two rounds of fuel removal between 2019 and 2020.

Project Leads: City and Land Conservancy Timing: currently in progress, on-going

15. Development of fire fuel management standards

This project requires the development of fire fuel management standards for the residents and the community as a whole.

Project Lead: RHCA

Timing: 2020

16. <u>City Ordinance to restrict planting of six high hazard plants per Ready! Set! Go!</u> brochure

In April 2020, the City Council considered restricting the planting of the six high hazard plants but decided not to take action. Instead, the City Council directed staff to discourage applicants seeks permits development or landscaping projects from planting the six high hazard plants. The City Council will reconsider taking action in the near future.

Project Lead: City

Timing: 2021

17. Motorize Crest Road East Gate

See section 2.2.3.2 of this report.

Project Leads: RHCA

Timing: 2020

18. <u>Utility undergrounding projects</u>

This project requires the undergrounding of overhead utilities within the city. The Eastfield Undergrounding Project is underway and undergrounding is tentatively scheduled for fall 2020. The city provides incentives for residents to form assessment districts for utility undergrounding projects. The city is developing a policy to incentivize single utility pole undergrounding.

Project leads: City

Timing: currently in progress, on-going

19. Grants for fire fuel management in canyons

This project requires collaboration with property owners of the canyon areas and to find innovative ways to remove fire fuels in difficult to reach areas. Once identified, the City can pursue grant funds to implement the solution.

Project Leads: City and residents

Timing: 2021

20. Controlled burns in canyons

This project requires collaboration with the Fire Department to determine areas within the City suitable for controlled burns.

Project Leads: Fire Department

Timing: 2023

4.0 MONITORING AND UPDATES

4.1 Action Plan Performance Measures

Performance measures will be develop in future versions of the CWPP.

4.2 CWPP updates

The CWPP will be updated on an annual basis. Updates to document shall be noted at the beginning of the document identified by version number.

APPENDIX A CITY OVERVIEW AND FIRE ENVIRONEMNT

A1. CITY OVERVIEW

A1.1 Information about the City

The City of Rolling Hills (Rolling Hills) incorporated in 1957. Rolling Hills is 3.0 square miles and a gated community with private roads and three entry gates on the Palos Verdes Peninsula in the County of Los Angeles. Rolling Hills has a citizen population of 1,860 and 685 single-family one-story homes that are nestled in a rural equestrian community with no traffic lights. There are approximately 80 horses in Rolling Hills with 19 horse trailers. 90% of the housing units (600+) are owner occupied and less than 10% of the housing units are renter occupied. Rolling Hills homes are 20th century California ranch or Spanish haciendas located on large parcels.

As a gated community, Rolling Hills land use pattern was established in 1936 with the sale of parcels around hilly terrain and deep canyons. From its inception in 1936, Rolling Hills created and continues to maintain a residential community that conforms to its unique land form constraints. The City's minimum lot size requirements were established in recognition of some relevant physical constraints, which includes the following constraints:

- 1. Steeply sloping hillsides; Land movement hazards
- 2. Lack of urban infrastructure such as sewer
- 3. Danger of wildland fires
- 4. Sensitive animal habitats and species
- 5. Geological constraints
- 6. Fire safety constraints
- 7. Infrastructure constraints
- 8. Environmental constraints
- 9. Topographic constraints

In particular, unique features to mention is Rolling Hills geological and topographic constraints which are driven by expansive soil combined with ancient landslide which when it reactivates affects lands shift and landslides from time to time, which in turn imposes high repair cost for slope restoration work. A portion of the City is located on severe terrain comprised of steep hills and roads with slope elevations between 25 to 50 percent, deep canyons, and cliffs all surrounded with an abundance of native and non-native vegetation, makes it difficult to meet the zoning requirements for the production of housing development. Furthermore, the California Geological Survey has identified numerous liquefaction zones and areas within city limits that are subject to earthquake induced landslides.

Rolling Hills fire safety constraint is driven by the fact that in July 2008, all the land in Rolling Hills was determined "Very High Fire Hazard Severity Zone" by the State of California Department of Forestry and Fire Protection. As a result, more restrictive fire safety and landscape standards were adopted into Rolling Hills building code that resulted in higher design and building cost for all new housing development. Another constraint to note is that the Fire Department's capability to address normal fire calls, not to mention, address wildfire crisis is limited due to its aging distribution water system that is managed by California Water Company.

On June 10, 2019, Rolling Hills City Council adopted the fiscal year 2019/20 budget. The budget serves as the City's roadmap for allocating resources for the management of public programs and services, achieving city priorities and goals that serve residents and the public. The budget also represents the projections necessary for managing and monitoring annual revenue and expenditures in a fiscally responsible manner. For fiscal year 2019/20, Rolling Hills general fund budget projects \$2,278,300 in revenue and \$2,233,600 in expenditures. The overall financial position of the City's General Fund remains strong with a projected year-end fund balance of \$4,947,213 at June 30, 2020.

A1.2 Information about the Association

The RHCA was established in 1936 by developer A.E. Hanson and the Palos Verdes Corporation to develop the community and to carry out their vision of a private, gated community made up of little ranches and family homes. The entire community is on private property and there is no public property inside the city. All roads are located on Association easements. Both the RHCA office and City Hall are located just outside the Main Gate at 1 & 2 Portuguese Bend Road, respectively.

Today, the RHCA's primary purpose is to maintain the roads and other common areas of the community, uphold the architectural standards of the community, operate the gates and assist the members of the Board, committees and members of the community in upholding and maintaining the community's charm and appeal. RHCA's primary functions include but are not limited to the following activities:

- Maintains files on all properties within Rolling Hills
- Reviews plans related to architectural features
- Maintains roadway & bridle trails
- Gate operations
- Controls easements
- Sells residence signs
- Community clubs operate under the auspices of the RHCA

RHCA places a high value on the privacy and rural character of the community created by the open space around each residence. This is achieved through both the regulation of the size and style of buildings and the preservation of open easements that surround each property.

Other RHCA that warrant mentioning is through the deed restrictions. Every homeowner has granted control of easements on their property to the RHCA. These easements are used for roadways, bridle trails, utilities and drains. When they are not used for those purposes, easements should remain free of building, planting or other obstructions unless licensed by the RHCA.

A1.3 Information about the Residents

Rolling Hills has a city population of 1,860 residents, 645 households, and 554 families that reside in 685 housing units within the City.

Rolling Hills has a sizable senior population of 513 (27.6%) residents that are 65 years or older. Since Rolling Hills is considered an equestrian community, a large percentage of landowners are also horse owners that engage in horse training, horse care, and horseback riding as part of their quality of life.

Rolling Hills landscape does have a lot of vegetation that requires residents to maintain. Rolling Hills does have an ordinance on dead vegetation that requires every person who owns or is in possession of any property, place or area within the boundaries of the City, shall at his or her own expense, maintain the property, place or area free from any dead or alive tumbleweed or dead tree, shrub, palm frond or other plant. Any dead or alive tumbleweed or dead tree, shrub, palm frond or other plant located on any property in the City is hereby declared to be a public nuisance. In addition, RHCA by laws impose deed restrictions that require residents to trim or removal trees and shrubs to acceptable levels and that do not create a public health concern and/or become a fire safety violation. Finally, LA County Ordinance that require vegetation removal and that places fuel mitigation plans near existing structures and natural habitats such as trees, shrubs and other vegetation that may be vulnerable to the spreading of brush fire.

A1.4 Information about the First Responders

A1.4.1 Los Angeles County Fire Department

The Los Angeles County Fire Department provides all hazard emergency response services to approximately 4.1 million residents and businesses throughout 58 cities and the incorporated areas of Los Angeles County. The agency provides service to over 2,300 square miles of diverse geography and demographics and approximately 1.23 million

housing units. With a 2017/2018 budget of \$1.2 billion, Los Angeles County Fire Department employs approximately 4,700 employees².

The Department is made of three major functional areas: Emergency Operations, Business Operations, and the Leadership and Professional Standards Bureau. Emergency Operations is the arm of the Department responsible for leading and directing emergency response personnel. Emergency Operations is further divided into three geographic Bureaus: North Operations Bureau, Central Operations Bureau, and East Bureau. The three geographically divided operations bureaus of LA County Fire serve 58 cities and unincorporated communities with 22 battalions and nine divisions. An Assistant Chief commands each division and three shift Battalion Chiefs command each battalion. A Community Services Liaison (CSL) and a Secretary support each of the nine Assistant Fire Chiefs. The CSL represents the Department at community and civic events.

Rolling Hills participates in the fire district served by the Los Angeles County Fire Department. The fire district assesses the residents of Rolling Hills community through the property tax roll annually. The City of Rolling Hills is served by Fire Station 56. Fire Station 56 is under Battalion 14 serving Lomita, Palos Verdes Peninsula, and Catalina Island. Battalion 14 is a part of Division 1.

A1.4.2 Los Angeles County Sheriff's Department

The Los Angeles County Sheriff's Department employs approximately 18,000 employees including 10,000 sworn and 8,000 non-sworn personnel. The Department is organized into three primary operational areas: Custody Operations, Patrol Operations and Countywide Operations. The Department has approximately \$3.2 billion budget. Within Patrol Operations, the Los Angeles County Sheriff's Department provides service from 23 patrol stations throughout the County. The Lomita Sheriff's Station at 26123 Narbonne Avenue is located in the City of Lomita serves cities of Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Lomita, and pockets of unincorporated areas of Los Angeles County. The Lomita Sheriff's Station is led by a Captain of the Sheriff's Department.

By law, the County Sheriff's Department is the mutual aid coordinator for law enforcement in Los Angeles County. To manage operations and resources more efficiently, the 88 cities of Los Angeles County are divided into eight geographical areas: A through H. To ensure continuity of operations, the County Sheriff's Department and mutual aid partners update mutual aid agreements annually¹. The Peninsula Cities including the City of Rolling Hills is located in Area G.

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² After Action Review of the Woolsey Fire Incident, County of Los Angeles, October 23, 2019 presented by Citygate Associates, LLC Public Safety Services

The City of Rolling Hills contracts with the Los Angeles County Sheriff's Department for law enforcement. Rolling Hills share the contract with Rancho Palos Verdes and Rolling Hills Estates.

A2. FIRE ENVIRONMENT

A2.1 Topography

Rolling Hills unique topography features places the City at risk from damage and wildfire. Rolling Hills is primarily made up of many steep hillsides with high elevations, landslide hazards, dense vegetation, narrow asphalted private roads, and canyons adjacent to the Palos Verdes Peninsula and the Pacific Ocean. Other features include expansive soils and geological hazard conditions that place constraints on existing housing stock and any potential for new development within the City.

Rolling Hills Terrain is comprised of several large and steep canyons that limit and challenge vegetation management and present conditions where a fire can quickly travels up and downslope to nearby homes. The alignment of the canyons makes them more at risk from winds of different directions. LA County Fire has categorized the canyons in the following way:

Canyons that would be at higher risk during northeast winds:

- 1. Georgeff Canyon
- 2. Purple Canyon
- 3. Willow Canyon
- 4. Sepulveda Canyon
- 5. Blackwater Canyon
- 6. John's Canyon
- 7. Agua Magna Canyon

Canyons that would be at risk from fires driven by winds coming from the southwest are:

- 1. Paint Brush Canyon
- 2. Portuguese Canyon
- 3. Altamira Canyon
- 4. Forrestal Canyon

RH lot layout and size places the City at risk from fire. The large lot sizes provide opportunities for dense vegetation to grown between homes, in contrast to smaller lots which are largely occupied with building structures. Some lots span long slopes in steep canyons while others are smaller lots on flatter terrain. The placement of homes within

the lots also contribute to their vulnerability as they are often located at the top of slopes which preheated fuels beneath them can burn intensely.

RH provides importing hiking and equestrian access, but are also areas of high fuel load with little access available for management. These lands are interspersed between privately held lots which provides in many locations, places where fire can easily travel between and to structures. Furthermore, trails between lots can provide either an area of low fuel, or thus more opportunities for fire containment, or can be areas of high fuel volume as privacy hedges, and thus exacerbate fire spread.

Additionally, most of Rolling Hills population live on smaller branch roads and because this is a gated community, access is restricted which hampers egress during a time of emergency.

A2.2 Fire History

Fires on the Palos Verdes Peninsula have crossed city lines, including Rolling Hills and Rancho Palos Verdes. The Daily Breeze summarized three major fires on the Peninsula on November 7, 2014. Some excerpts are included below:

"The blaze started about 2:30 pm on Friday, June 22, 1973. Before it was tamed at 1 a.m. on Saturday, June 23, it had charred about 925 acres, burned 12 homes to the ground, damaged at least 10 others and caused an estimated \$2 million in property losses. Somewhat miraculously, no one was seriously injured or killed in the conflagration.

Black smoke filled the skies, and hundreds of sightseers clogged nearby roads, including Crenshaw and Hawthorne Boulevards and Highridge, Crest and Crestridge Roads, in an attempt to view the blaze. Luckily, no one was hurt, especially in the early hours of the blaze when bystanders went right up to the edge of the fire area, before perimeters had been established.

Houses were destroyed on Cinch Ring, Wrangler, Paint Brush Canyon and Running Brand roads. Three more houses were destroyed as the fire reached the Portuguese Bend area. Three houses at 100 Vanderlip Drive were destroyed.

The most recent major brush fire in the South Bay began on Thursday night, Aug. 27, 2009, at the upper ends of Narcissa and Peppertree drives, in the gated Portuguese Bend community near the <u>Portuguese Bend Nature Preserve</u> (now part of the Palos Verdes Nature Preserve) just north of the Trump National Golf Club.

It burned 230 acres of brush, threatened dozens of homes and forced 1,200 area residents to evacuate.

No homes were lost and no injuries to residents or firefighters were reported. Its cause was unknown, though it was speculated that an electrical problem at a utility pole in the area may have been the source.

165 of the 230 acres charred in the blaze were part of the relatively new Nature Preserve, which was created in 2005.

An earlier fire on July 13, 2005 burned 212 acres of land near Del Cero Park on the Palos Verdes Peninsula, but no homes were lost."

A2.3 Ignition History

There has not been significant ignition history in the Rolling Hills Community. The threat of past fires has come from the Conservancy in Rancho Palos Verdes to the south. The Los Angeles County Fire Department has been very efficient in keeping ignitions in the community very small, and holding property damage to a minimum.

APPENDIX B COMMUNITY SURVEY

B1 Process of Conducting Survey

Critical to the development of the RH's CWPP was to obtain the input of the City's stakeholders, all the residents of Rolling Hills. It was decided that the best vehicle to capture input of all the residents was through a survey. Block Captains would assist in developing the survey, educating residents on the importance of their participation and summarizing the feedback. Block Captains would assist with the development of potential solutions and mitigation strategies.

A small group of residents joined representatives from the City of RH, RHCA and Block Captains - Caballeros, Women's Club, Seniors Club, Tennis Club and developed (35) survey questions. Early notifications of the survey included Block Captains explaining to residents in their zone the purpose of the survey and how the feedback would be analyzed to specify how RH might approach reducing the risk of wildfire.

The Wildfire Mitigation Survey was emailed mid-October, 2019 to all RH residents who provided email addresses to either the RHCA or the RH City. For residents who did not have email addresses hard-copy surveys were available at both the RH City Hall and the RHCA.

The survey was emailed to 1272 RH residents, which included a small number of duplicates and non-residents (contractors and real estate agents). The survey was open for one month and multiple announcements were made at neighborhood Zone meetings throughout October and in the City and RHCA newsletters. Paper copies were made available at City Hall for those residents who did not have email addresses.

258 surveys were completed and submitted by the deadline of November 15, 2019 including all hand-written surveys. Based upon the Rolling Hills profile and elimination of duplicates and non-residents it was estimated the response rate was 25%.

B2 Survey Data

RH City Staff summarized each survey question utilizing absolute numbers, percentages, graphs and pie charts.

It should be noted that three questions, numbers 14, 29 and 32 were "open ended" questions where participants made comments. The Lead Block Captains analyzed the comments made in the open-ended questions and grouped similar comments into major categories.

B3 Insights from Surveys

The survey provided valuable information regarding:

- the best communication vehicles currently used by residents
- the best social media platforms residents currently use
- the public alert systems currently used by residents
- the degree to which residents want more education and training on emergency preparedness
- the role of first responders.
- the number of residents who have special needs or have family members or neighbors with special needs

The City of RH, the RHCA, and First Responders will use the information to guide what content will be developed and how to communicate with residents.

Lead Block Captains were tasked with the preliminary analysis and reviewed the survey results both qualitatively and quantitatively. They grouped survey answers and comments into similar categories. They reviewed their analytical approach with a marketing consultant with expertise in surveys and marketing research who validated the process and provided some additional grouping suggestions.

Note: Some of the issues raised by residents occur in multiple categories. An example is the concern of the closed Crest Road East gate was raised in both traffic congestion and evacuation routes.

A summary of stakeholder input on wildfire mitigation strategies is below:

- 1) Residents want more communication, education and training from the City, RHCA and First Responders. The need for communication with residents during an emergency is a major concern. Residents are anxious and want information on: traffic congestion during an evacuation, limited exits routes, excessive and unmanaged growth on private properties, easements and in canyons.
- 2) Residents want better enforcement and compliance to existing ordinances and regulations from both the City, RHCA and Fire Department.
- 3) Residents are concerned that traffic congestion, bottlenecks will occur just outside of RH exits. Residents view congestion and inadequate traffic control will impede and slow evacuation from the city. Many residents want access to alternate routes and question how the Crest Road East Gate will be opened in the event of an emergency evacuation.

- 4) Residents question the adequacy of three main exits of the city as the main evacuation routes. They are concerned about narrow roads, especially Eastfield Drive, the fuel along the exit routes and what happens if a tree or car impedes or prevents evacuation. They want the City of RH and RHCA to proactively identify alternate evacuation routes (unlocking Crest Road East gate or connecting dead-end streets). Residents want help in defining individual evacuation plans and routes.
- 5) Residents want actions taken to reduce fuel and excessive vegetation on private properties. Residents want hazardous plants and trees removed from easements. Residents want easements along exit routes to be cleared regularly. Dead vegetation and unkempt properties are ranked moderate to high as greatest risk of wildfire.
- 6) Excessive fuel located in canyons and outside of the RH City limits are perceived by residents as the greatest risk of wildfire. Residents perceive unattended fuel growth in canyons will threaten lives and their properties.
- 7) Residents with special needs are a small but vulnerable group and may need special support during an emergency or disaster. The elderly may need help in keeping their property safe from wildfire.
- 8) A small number of residents want utilities moved underground as above-the-ground power lines present a major risk to residents during a fire.

APPENDIX C WILDLAND RES MGT REPORT BY CAROL RICE NOVEMBER 1, 2019

November 1, 2019

Kristen Raig, Manager Rolling Hills Community Association #1 Portuguese Bend Road Rolling Hills, CA 90274

Via email to Kristen Raig, kraig@rhca.net

Dear Ms. Raig:

Wildland Res Mgt was commissioned to prepare a set of recommendations that focus on reducing wildland fire hazards on the southern boundary and to update exit plans on east and west sides of the Rolling Hills Community Association in Rolling Hills, California, and to present these findings and recommendations to the Rolling Hills Community Association Board of Directors.

RHCA is looking for the following work products from the consultant:

- 1. An overall community assessment identifying the areas of highest risk.
- 2. A plan for individual homeowners on how to reduce fire fuel on their property, including slopes and mature growth in canyons.
- 3. Recommendations programs to educate or incentivize homeowners to reduce fire fuel and harden homes against fire.
- 4. Recommend policies the RHCA can adopt to discourage or remove invasive or highly flammable plants and trees.
- 5. Evaluate community areas (roads, bridle trails, parks and riding rings) and recommend actions to RHCA can take to reduce fire risk.
- 6. A vegetation management plan for the southern boundary of the community where Rolling Hills and Land Conservancy meet. This could involve work on one or both sides of the boundary.

Carol Rice visited the site on September 19 and 20, 2019, to assess conditions in order to develop the set of recommendations. The following report details the observations of existing conditions, and provides recommendations and answers to the questions and requests above.

1. Assessment of Site and Risk

SITE ASSESSMENT

RHCA is fortunate to have lush vegetation and attractive homes, which makes it a desirable place to live. However, there are several features that combine to make the community at risk from damage from wildfire.

Terrain

Several large, steep canyons exist within the community. These canyons limit/challenge vegetation management, and present conditions where a fire quickly travels up and downslope to nearby homes.

The alignment of the canyons makes them more at risk from winds of different directions. The LACoFD categorized the canyons in the following way:

Canyons that would be at higher risk during northeast winds:

- 1. Georgeff Canyon
- 2. Purple Canyon
- 3. Willow Canyon
- 4. Sepulveda Canyon
- 5. Blackwater Canyon
- 6. John's Canyon
- 7. Agua Magna Canyon

Canyons that would be risk from fires driven by winds coming from the southwest are:

- 1. Paint Brush canyon
- 2. Portuguese Canyon
- 3. Altamira Canyon
- 4. Forrestal Canyon

Lot layout and size

The large lots common in RHCA provide opportunities for lush vegetation to grow between homes, in contrast to smaller lots which are largely occupied with buildings. Some lots span long slopes in steep canyons while others are smaller lots on flatter terrain.

The placement of homes within the lots also contribute to their vulnerability as they are often located at the top of slopes, which pre-heated fuels beneath them burn intensely.

Commonly-held lands provide important hiking and equestrian access, but are also areas of high fuel load with little access available for management. These lands are interspersed between privately-held lots, which provides, in many locations, places where fire can easily travel between and to structures.

The RHCA trails between lots can provide either an area of low fuel, and thus more opportunities for fire containment, or can be areas of high fuel volume as privacy hedges, and thus exacerbate fire spread.

Access

RHCA is fortunate to have a few wide "spine" roads in the form of Crest Road, Portuguese Rd., and Eastfield Rd. In addition, the wide right-of-way held by the RHCA allows for easy access and egress.

These roads are at least 20-feet wide, and the ROW is another 20-feet, which could potentially, provide a 60-ft wide evacuation route (not proposed).

These roads are moderately steep, and have curvature well within codes; all are accessible by any type of fire response vehicle.

The branch roads are smaller, and while all except one have adequate turn-around space, sometimes have grades that are steeper than currently allowed for new construction, and present challenges for access for some larger fire response vehicles because of the steepness, road width, turning radius.

Unfortunately, most of the RHCA population lives on these smaller branch roads. Because this is a gated community, access is restricted, which hampers egress during a time of emergency.

Vegetation

Vegetation within 100-ft of structures is generally compliant with fire department standards, but in many instances have high volumes of vegetative fuel in the form of landscaping and hedges.

Canyons are heavily vegetation with shrubs and trees in lower elevations.

Areas of highly flammable species + both trees and shrubs - present particular issues. Areas of pines and eucalyptus with flaking bark increase the risk. Smooth-barked eucalyptus is not as much of a concern because of the more fire-safe branching habit and bark that does not loft.

RISK ASSESSMENT

Risk is based on values placed on possible outcomes. Risk will be viewed through highest value being placed on:

- 1. Life safety, therefore evacuation and access for emergency responders
- 2. Structure protection, especially residences and facilities providing vital infrastructure
- 3. Natural resources, for example slopes that provide soil-holding capacity, yards that offer improved aesthetics and bridle trails that host wildlife habitat

With that in mind, the areas that are most important to reduce risk are those areas adjacent to major roads. The first treatments target roadside vegetation, including trees that could fall across the road, and vegetation that could burn with such intensity that passage could be precluded. Nearby slopes of natural vegetation, and in some locations, landscaping, should be managed with an eye towards safe passage during evacuation.

The roads that serve the highest population are the next high priority.

To minimize risk of structure ignition the most effective actions are to create an ignition structure itself, then immediately adjacent to. Flammable wood roofs are the biggest concern. Replacing old vents with ember-resistant vents are in important retrofit that is easily performed. The further away from the structure, the less direct impact treatment has on potential structure damage. Actions to bolster structure protection are largely the responsibility of individual landowners, with support and assistance of adjacent landowners (especially if the landowner is the RHCA).

Actions to protect natural resources is important for slope stability, and because these may offer locations for fire containment in places where structures are not immediately threatened. Most of the large lots with natural vegetation lead to structures with no access below structures. Prior to taking action in the mid-slope locations, the LACoFD should be consulted regarding their potential use.

The RHCA, City and LaCoFD should work together to develop a wildfire management plan that would include

- Potential containment locations, so that these locations can be prioritized for maintenance and additional desired containment locations can receive treatment
- Temporary refuge areas so that the locations can be communicated to residents, and the areas can be prioritized for treatment and possible expansion
- Triggers for phased evacuation under a variety of scenarios, learning from the 2019 Sonoma County evacuation experience
- Future equipment, vehicle purchases, or water supply enhancements to bolster wildfire emergency response

As part of this wildfire management plan, RHCA should identify a Resource Advisor to work with the Agency Liaison between RHCA and the Incident Commander. This individual should have deep knowledge of RHCA facilities and community, and be certified as a Resource Advisor under the Incident Command Systems.

RHCA should review this wildfire management plan annually in the field with local firefighting staff so that the personnel involved know the locations, personnel and scenarios mentioned in the plan.

Conclusion

The area has varied risks and vulnerabilities. Some areas have been well-tended, with little wildland fire safety concerns, and the entire community has the potential be more fire-safe through focusing on structure ignition-resistant construction and retrofitting, vegetation management immediately surrounding each lot, broader canyon management, and improved evacuation and access features.

Projects and programs should be aimed at the following goals (not prioritized):

- 1. Ignition prevention, through education on fire-safety behaviors and making fuels (both structural and vegetative) less ignitable.
- 2. Fire containment, through strategic vegetation management that would support pre-defined (pre-planned) potential locations to stop the wildfire
- 3. Fire response support, through providing adequate detection and reporting and awareness programs, water supply, vehicle and equipment, and training, of both citizens and fire response agencies
- 4. Evacuation and sheltering in place options. This would entail increasing structure survivability, and defensible space, vegetation along evacuation that would not block the road, and creation and maintenance of temporary refuge areas.

Recommended actions in all locations should support attainment of these goals.

2. Plan for Individual homeowners on how to reduce fire fuel on their property

Los Angeles County Fire Department has fire codes that all homeowners must comply with. The defensible space forms offer general guidance on how to create and maintain defensible space. However, it is suggested that RHCA adopt a set of fire fuel management standards for its service area (including its common areas), and then require homeowners to develop a lot-specific plan that identifies for each lot the specific treatments and post-treatment conditions that would exist.

This program could be phased in by starting with new construction, and those lots where a significant remodeling project has been undertaken. Lots that have been sold could also be a trigger for the development of a site-specific plan. In this scenario, a local landscape designer or landscape contractor could provide services under contract, with each plan having a life of 5-8 years.

A site-specific fuel management plan would address canyon management. The consultant would work with the landowner regarding treatments, phasing, costs, and priorities. Options include the use of grazing animals, establishment of orchards/groves, or horse pasture.

Please refer to a sample set of Fuel Management Standards

Please refer to a sample Site-specific Fuel Management Plan

3. Programs to educate and incentivize homeowners

There currently is no shortage of educational material regarding how to reduce a structure's vulnerability through the creation of defensible space and ignition-resistant construction and retrofitting ideas. However, most material is not tailored to conditions in the RHCA, and many assume it doesn't apply to them. The City of Rolling Hills and RHCA developed educational material using site-specific images and conditions in 2010, and offered a fire-centric presentation at its annual meeting. It is recommended that existing material be canvassed and adopted, or changed slightly to best suit the residents of RHCA and then adopted. For example:

- The Grass published a newsletter that had a column that offered actions to take every month.
- CAL Fire's Ready-Set-Go program has a suite of helpful websites and printed material that inform
 residents about specific actions to take at appropriate times to reduce ignitions, prepare defensible
 space, retrofit structures, and make preparations for evacuation.
- The California FireSafe Council has additional information.
- The programs that builds community awareness in Fire Learning Network are ready for use
- The FireWise program has multiple success stories applicable to RHCA

Another program would be to find that various interests that intersect with wildland fire safety and provide information that those venues. Here are a few examples: The potential use of fire-resistant native plants in the garden could be program targeting those who appreciate native plants. Please see attached a spreadsheet describing "Friend or Foes" for fire-resistant landscaping. Organizations that promote wildlife could host a program that addresses how management for fire safety is compatible with wildlife. When topics of water conservation arise, a program could be presented that touts fire-safe landscaping as water-friendly. Insurance coverage, costs, and methods to mitigate the possible loss of coverage are particularly timely and intersect with the desire to reduce fire hazard on a community scale; this topic can be addressed in newsletters and presentations by insurance and fire protection professionals. If RHCA decides to adopt community-wide fuel management standards, RHCA and City should contact local insurance brokers and inform them of site-wide plans/standards and actions (if approved) and encourage them to write new policies. This strategy has been quite effective in Monterey County.

Currently the California Native Plant Society is giving away small oak trees at no cost; these fire-resistant plants could be part of an incentive program for those who remove shrubs, or those who participate in a fire-fuel removal program (such as removing Arundo). Because these seedlings are so small, they are not suitable for incentives for removal of larger trees.

A series of demonstration lots could be effective means of communicating the benefits of treatments. Ideally some in high priority areas, or next to PV Land Conservancy, for example. Demonstration areas should be sprinkled throughout neighborhoods in order to avoid appearance of favoritism. Tours of these lots could reinforce the sense of community, with a possible social event at the end to bring all participants together, when a summary short talk could be offered.

Another program could be to create a challenge within the community street by street for defensible space, based on 100% compliance, cubic yards of material removed, installation of reflective 4-inch strike address signs, or other metric. The winner would receive recognition at the RHCA Annual meeting, or other incentives like 5 ember-resistant vents.

include Friend or Foe file, PPTs from 2010 presentations

4. Policies to discourage or remove invasive or highly flammable plants and trees

As part of RHCA-wide fuel management standards, specific plants should be prohibited due to the vulnerability of the site. These are plants that have been tested in laboratories and shown in numerous wildfires to promote the spread of fire and to burn intensely, thereby making structures more vulnerable.

These include

- Stringy-barked eucalyptus species (blue gum, particularly)
- Long-leafed pine trees (e.g., Monterey pine, Canary Island pine)
- Juniper
- Palm trees

A survey of trees within 100-ft of the road should identify those that have the potential for falling or blocking the road when burning, and those trees should be removed. Similarly, trees that are too tall near powerlines should also be removed rather than repeatedly pruned; the removal would decrease maintenance costs and reduce the risk of potential ignition.

Phasing of removal: Those locations on RHCA-owned lands should be targeted for retrofitting, with removal of trees that are structurally unsound or unhealthy first. When those trees with a near-immediate threat have been addressed, systematic removal of trees that pose a high risk should be tackled along primarily evacuation routes: Crest Rd., Portuguese Bend, Eastfield Dr. and within striking distance of above-ground powerlines.

Flammable shrubs, and voluminous weeds (such as Arundo) are the nest highest priority for removal and could be targeted for incentive and educational programs. The California Native Plant Society and the California Invasive Plant Council both have worthwhile brochures and more detailed manuals that can be distributed at no or little cost. In addition, the LACOFD has also determined a set of plants that promote wildfire and prohibit those. A small inventory of these materials should be kept at the RHCA office. The local Resource Conservation District provides consulting services at no cost to large landowners regarding best practices, including reduction of pest plants and soil erosion prevention.

As part of the design review of new construction, a landscape plan review should be included, to determine if prohibited trees and plants are present. This landscape plan review would also be an appropriate time to determine if the design is consistent with Fuel Management Standards, or if future retrofitting would be a burden to make it consistent.

5. Recommend actions for RHCA community areas

The community of Rolling Hills is fortunately to have lands held by the RHCA, especially lands that are located in strategic locations in terms of wildland fire safety.

- The right of way lands provide areas that could facilitate evacuation
- The common areas could provide some areas of temporary refuge
- The bridle trails between lots facilitate emergency response access behind homes.
- Bridle trails with potential vehicular access can also provide quick response on a brush rig to fuels in canyons below structures.

Each type of area is associated with a different goal, and thus a different treatment type.

Bridle Trails as possible firebreaks

Bridle trails are not viable fuelbreaks, since they are mostly mid-slope or downslope. It is not likely that they would be used by the LACoFD due to firefighter safety concerns.

However, some of these trails, such as Si's Trail, offer possible access. In order to leverage these trails into firefighting access several additional actions are recommended, include the installation of water bars and berms to stabilize the roadbed and minimize erosion. Deposition of chips may be a suitable erosion prevention treatment at the same time as providing a debris disposal solution. It is recommended the RHCA inventory its trails with an eye toward which could be upgraded to be access for fire department by a 4wd brush rig.

Should the RHCA work with the LACoFD in preparation of a wildfire management plan, the possible use of the bridle trails as fuelbreaks and access routes can be discussed. It could be possible that if a short-wheel-based smaller brush rig were in the fire department inventory these bridle trails could be an asset for fire suppression.

Current work with a masticator with a brush cutter an articulated arm is an effective and efficient, necessary treatment and should be continued.

Where possible bridle trails should connect with paved roads rather than be dead-ends. For example, the bridle trail at the end of BuggyWhip could be connected to another cul-de-sac.

Road Easements

The roadside easements may be the most important asset RHCA has to support evacuation efforts. As mentioned previously in this document the property near the roads should be maintained in such as manner to allow for passage during a wildfire. This would entail a substantial tree assessment and management program, coupled with roadside vegetation management. Surface fuel volume (vegetation up to 12 feet in height) should be minimized, and compliance with Fuel Management Standards should be an emphasis.

Where roadways are narrow, RHCA should install pullouts; should funding become available, widening a few stretches of the roadway should be considered. A survey of the locations where

this strategy is most important should be conducted, however, a candidate is Eastfield Rd. because it serves a large population and is narrow and windy.

Possible Temporary Refuge Areas

The use of temporary refuge areas surfaced as a way to reduce congestion, and to provide a safe location for those waiting for congestion to be reduced. Some areas of low volume vegetation that are owned by RHCA are large enough to be considered temporary refuge areas. These include the area by the intersection of Crest Rd and Portuguese Bend Rd., or Storm Hill. The equestrian center is not large enough, nor easily accessible by vehicles, however, this location horses may be suitable for evacuation of horses. Not all areas that are temporary refuge area are owned by the RHCA (e.g. the local school, or the church that was used as an Emergency Operations Center).

All suitable or possible temporary refuge areas should be identified so that they can be reviewed with the LACoFD. If any are agreed-upon, these locations should be maintained to be as large as possible, with minimum fuel volume. In locations where fences constrain the boundary, methods to remove fencing during an emergency should be considered. In other locations, vegetation on nearby areas should be cut to minimize fuel volume in order to reduce the heat felt by those harboring in the refuge area.

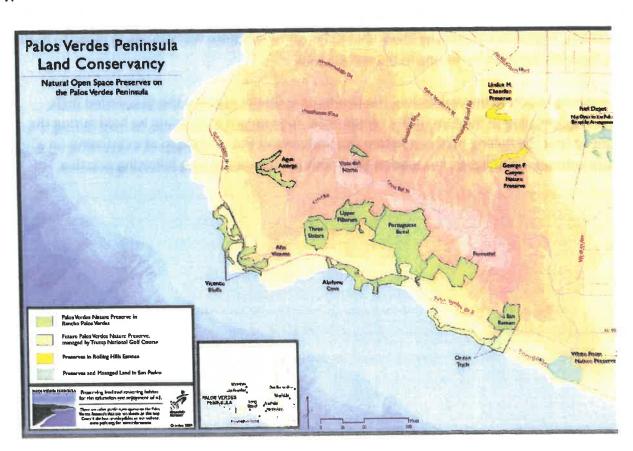
In order to reinforce these decision, the community should practice the evacuation plan, including traveling to the temporary refuge area. Subsequent drills could be held during the night so that the Rolling Hills population can understand the challenges of evacuating on a route without street lights. Evacuation drills with horses should be a following practice.

6. Vegetation Management Plan for Rolling Hills-Land Conservancy

Because of past fire history, and the current potential for fire spread to Rolling Hills during windy conditions, consider asking PV Land Trust to close land during Red Flag days, and/or limit them to docent-led trips.

The boundary between Rolling Hills and the Land Conservancy is not an appropriate location for fuelbreaks, or fire containment. The RHCA and Land Conservancy should jointly discuss suitable containment locations with the LACoFD, then jointly fund the actions to ensure continued maintenance.

Additional vegetation management to target highly flammable vegetation types can be broached with the Land Conservancy, with projects based on the location of the vegetation types.



FUEL MANAGEMENT STANDARDS

A. Purpose and Content

The purpose of this document is to establish updated standards for the implementation of vegetation management to provide defensible space around homes, and safe access/egress along driveways and roads within the Rolling Hills Community Association (RHCA), consistent with the requirements contained in two sections of the California Public Resources Code 4291, included by refence as **Exhibit A**. The RHCA Fuel Management Standards (FMS) provide broad standards that guide the development and implementation of Lot-Specific Fuel Management Plans (Lot-Specific Plans) which are prepared for each private Lot in the RHCA. These standards are intended to provide landowners with the ability to create robust defensible space around homes and other structures while maintaining the natural and aesthetic values.

By applying these standards consistently throughout the community, we intend to achieve a more fire-resistant and defensible community while also sustaining a healthy and fire-resilient natural landscape. It is important to note, however, that proper design and implementation of defensible space, including through the application of these Standards, does not guarantee fire protection in the event of a wildfire. The intended audiences for this document include insurance carriers, residential design teams, resource agencies, fuel management consultants, City staff, RHCA staff and landowners.

Vegetation management is only one of several critical strategies for reducing fire risk. Others include home and infrastructure design location and placement, landscaping, fire response systems, and other elements of community design. The RHCA takes an integrated approach to fire safety that robustly meets and often exceeds State standards.

The objective of the California Building Code (CBC) within the Wildland-Urban Interface Fire Area is to establish minimum standards for materials and material assemblies and provide a reasonable level of exterior wildfire exposure protection for new home construction. The use of ignition resistant materials and design to resist the intrusion of flame or burning embers projected by a vegetation fire (wildfire exposure) will prove to be the most prudent effort within the RHCA to try and mitigate the losses resulting from wildland fires.

An additional protective measure is maintaining defensible space around structures. Defensible space is created by continually maintaining the natural vegetation and landscaping around homes and other structures, with three specific objectives:

- (1) preventing flame lengths from exceeding a height of 2 feet within 30 feet of structures,
- (2) reducing a fire's ability to climb into the tree canopy, and
- (3) providing safe egress by residents and ingress by emergency personnel.

Native vegetation can be retained around structures as part of a robust fuel management plan, provided appropriate treatments are applied, consistent with the RHCA FMS and lot-specific recommendations.

Mowing grass reduces its capacity to carry fire, limits the spread of a fire, and reduces the flame lengths. Reducing shrub height and creating shrub groupings lessens the fuel volume and continuity, reduces fire intensity, and slows the spread of fire. Preserving mature trees provides shade and can reduce shrub and perennial weed expansion, while pruning lower tree branches and removing shrubs, weed stalks and vines under trees prevents fire from spreading into the tree canopy where firebrands are produced and distributed. Preventing or removing dense stands of woody weeds such as French broom is an essential part of fuel management in all treatment areas.

The vegetation treatment recommendations in this document are organized within Fuel Management Zones, delineated by factors such as existing vegetation types, distance from structures, and site topography. Within each Fuel Management Zone, treatments are designed to achieve sufficient defensible space utilizing the best current fire safety and vegetation management practices, consistent with the California Board of Forestry and Fire Protection's Strategic Plan for California (revised in 2016), current State fuel management standards, conservation easements and local, state and federal regulations.

B. Roles and Responsibilities

Specific roles related to the creation and implementation of fuel management plans are as follows:

- 1. Landowners are solely responsible for creating defensible space for their homes, through development of a Lot-Specific Plan consistent with these Standards and ensuring that the Plans are correctly implemented.
- 2. The RHCA contributes to the development of the FMS and implements it along roadsides, bridle paths, and other RHCA lands in proximity to community/utility infrastructure.
- 3. Los Angeles County Fire Department (LACoFD) reviews, contributes to and approves the FMS and, when requested, receives a copy of each fully executed Lot-Specific Plan, described below. The LACoFD will perform annual site inspections to ensure implementation of and compliance with the Lot-Specific Plans, and may be accompanied by RHCA staff.

C. Lot-Specific Fuel Management Plans (Structures and Driveways)

Landowners are encouraged to mow grasslands and manage weeds within their unbuilt Lots on an annual basis, as this enhances access during future design and construction activities and may provide other benefits.

Once construction of a home begins, all fuel management must be conducted under the guidance of a Lot-Specific Fuel Management Plan. It is the landowner's responsibility to engage a qualified consultant with expertise in wildlands fuel management to draft a Lot-Specific Fuel Management Plan. Beginning this process early in the design phase is highly encouraged.

Initial Fire Risk Assessment and Design Considerations.

1. An Initial Fire Risk Assessment is required, to allow landowners and design teams to understand and incorporate lot-specific risk factors and considerations and ensure structure design and siting is responsive to lot-specific fire hazards and constraints. This Assessment shall include:

- a. A brief description of the existing lot-specific fire hazards due to natural factors such as unique topography, prevailing winds, and existing vegetation conditions, as well as anthropogenic factors such as nearby roads or structures.
- b. A brief description of the existing or proposed infrastructure and uses on the subject Lot, including structures, landscaping, driveways, roads, equestrian facilities and previous vegetation modifications, if any.
- c. A set of maps accurately depicting predicted flame lengths within the fuel management treatment areas which covers the entire Lot and portions of adjacent Lots as needed to place the fire risk of structures in context with adjacent environmental conditions. Maps shall be produced that depict the pre-treatment conditions of the property and adjacent ownerships as needed to understand fire risk factors of the Lot.
- 2. The use of ignition-resistant materials and design in structures will help resist the intrusion of flame or burning embers projected by a vegetation fire, and is a critical element of a coordinated approach to avoid and/or mitigate losses resulting from wildland fires.

Lot-Specific Fuel Management Plan. Prior to receiving occupancy approval, an approved Lot-Specific Fuel Management Plan (Lot-Specific Plan) must be completed. As described below, each Lot-Specific Plan must include the following seven elements:

- 1. A description of the existing sensitive habitat and/or known cultural resources present within the Fuel Management Areas.
- 2. A description of the existing lot-specific fire hazards due to natural factors such as unique topography, prevailing winds, and existing vegetation conditions, as well as anthropogenic factors such as nearby roads or structures.
- 3. A description of the existing/approved infrastructure and uses on the subject Lot, including structures, landscaping, driveways, roads, equestrian facilities and previous vegetation modifications, if any.
- 4. A set of maps accurately depicting predicted flame lengths within the fuel management treatment areas which covers the entire Lot and portions of adjacent lots as needed to place the fire risk of structures in context with adjacent environmental conditions. Flame length analyses should use FlamMap as a predictive software with fuel moistures consistent with CAL FIRE criteria used to determine fire hazard severity zones: 3% for 1 hour fuels, 4% for 10- hour fuels, 5% for 100- hr fuels, and using 70% for woody foliar fuels. Fuel types should be consistent with the publicly available Landfire, using its most recent update. Maps shall be produced for both pre-treatment and anticipated post-treatment conditions.
- 5. A map depicting the fuel management area on an aerial-photo base-map which details the locations of the lot-specific fuel management zones in a manner that illustrates the locations of different vegetation treatments required in the plan.

- 6. A list of lot-specific treatment requirements within each fuel management zone, consistent with these Standards. When necessary to ensure defensible space in response to lot-specific site conditions, Lot-Specific Plans may require vegetation treatments that go beyond these standards, such as shorter mowing heights or broader treatment areas.
- 7. A list of lot-specific recommendations for implementing treatments, including sufficient information to provide clear instructions to contractors performing the fuel management work, including the locations and special requirements of any known sensitive habitat or cultural features.
- 8. Photos that document fuel types present on the Lot and current vegetation condition, as well as images needed to support specific treatment recommendations (for example, depicting sensitive habitat to be retained).

In some cases, Lot-Specific Plans will identify sensitive resource areas which require special treatment and will need to be marked prior to implementation year.

Each Lot-Specific Plan shall be considered current for five years, unless significant changes to the site occur (such as a heavy weed infestation or significant die-back of trees or woody shrubs).

When a plan update is needed, it is the responsibility of the landowner to engage a qualified consultant to update the Lot-Specific Plan.

D. Fuel Management Zones

The RHCA supports a diversity of plant communities, topographic relief and microclimates. The development of Lot-Specific Plans ensures that these elements are addressed in the creation of defensible space for each home and safe access/egress. The following vegetation treatments are required within the Fuel Management Zones described in this section, as required, to create sufficient defensible space. Fuel treatments for areas in proximity to all structures include the Non-combustible Zone, the Landscaping Zone, and the Driveway Zone. The type(s) of plant communities present in and around each residential Lot influences the management actions required. For the purposes of this section, 'Fuel Management Zones' are categorized according to proximity to structures and the presence of six general plant community types: landscaping, grasslands, chaparral, coastal scrub, as noted below.

In circumstances where slope, vegetation cover, building materials of existing homes, or other circumstances beyond the control of the landowner are called out in the Lot-Specific Plan, the width of the relevant Fuel Management Zone may be expanded to address increased risk factors. In such cases, strategies other than vegetation removal should also be considered and incorporated to the extent feasible.

	Fuel Management Zone:	Zone Area:
1	Non-Combustible Zone	5 feet from structures
2	Landscaping Zone	entire landscaped area
3	Driveway Zone	15 to 30 feet from pavement

4	Grassland Zone	30 feet from structures
.6	Chaparral Zone	200 feet from structures
7	Coastal Scrub Zone	200 feet from structures
10	Riparian / Wetland Zone	

1. Non-Combustible Zone – to a distance of 5 feet from structures

A non-combustible zone should be maintained within in a 5-foot buffer around structures.

Hardscape surfaces (such as patios, gravel, and bare soil), and consistently moist landscape materials (such as lawn and succulent herbaceous plants) are examples of non-combustible surfaces. Wood mulch is not considered non-combustible. Landscape architects are encouraged to make liberal use hardscaping within 5 feet of structures. Care should be taken in the design phase to ensure there is adequate room for such treatments.

2. Landscaping Zone – within entire landscaped area

Approved landscaping must be designed and maintained to minimize flammability.

Ornamental landscaping often results in large amounts of shrubby flammable vegetation being planted near structures. Many commonly used landscape plants, such as conifers, flammable woody shrubs, and tall ornamental grasses, should be avoided because they may create a fire threat to a home that would otherwise be fire safe. All plant material that is removed from the landscaping must be composted or removed and disposed of properly.

The spacing between landscaping plants and volume of landscaping biomass should mimic the Oak Woodland Zone, and landscape areas should be maintained according to the recommendations in the Oak Woodland Zone (see below).

3. Driveway Zone – 15 to 30 feet from edge of driveway pavement

Safe ingress and egress must be maintained along the driveway.

The Driveway Zone is important to allow for safe passage and to provide a location where firefighter resources can travel and engage in fire response. The treatments required correspond to vegetation type.

- a. Grassland, and the understory of all trees should be mowed within 15 feet from the pavement edges, according to the recommendations in the Grassland Zone.
- b. All Chaparral and Coastal Scrub, vegetation should be treated to 30 feet from the pavement edge, according to their respective recommendations.
- c. All tree branches extending over driveway surfaces should be pruned to ensure 15 feet of vertical clearance. Whenever possible, healthy overhanging branches higher than 15 feet should be left in place to shade driveway areas and thereby reduce weed and understory growth. Each Lot has accessibility to a fire hydrant located within 1,000 feet of a residence, and a hammerhead or other safe turnaround for fire equipment access. Vegetation around

these facilities must be maintained as needed to ensure visibility and access, and all vegetation must be cleared or mowed to a height of not greater than 4 inches within three feet of each fire hydrant.

4. Grassland Fuel Management Zone, areas, to a distance of 30 feet from structures

Grassland zones must be mowed at least once annually in late spring or early summer.

Because grasslands dry and become flammable at the start of every summer, grassland areas will need annual attention, typically by mowing prior to the beginning of each summer. By mowing in late spring, native grasses and wildflowers are retained and may contribute in a lower-hazard condition. Woody weed species such as French broom, poison hemlock and thistles must be completely removed annually.

- a. Grassland areas should be mowed in early summer, consistent with Public Resources Code 4291. Maintaining a grass height of 4 inches to prevent soil erosion and dust is recommended, unless further height reduction is determined to be necessary in a Lot-Specific Plan.
- b. To promote native perennial grasses and wildflower stands which are less flammable and require less water, it is best to avoid mowing more frequently than every 60 days. Ideal mowing time is shortly after natives have set seed, and may require a delayed mowing schedule in wetter years to maintain their density.
- c. Trees growing within the Grassland Zone should be treated according to the recommendations made in the Savanna Zone.
- d. Coyote bush and other shrub species growing within the grassland zone, may be removed to maintain open herbaceous grasslands as part of an approved Lot-Specific Plan.

5. Open Canopy/ Savanna Zone – to a distance of 150 feet from structures

Grass under trees must be mowed annually, and <u>small-diameter</u> lower tree branches must be pruned.

Savannas consist of scattered oaks growing within a grassy understory, and both trees and grass should be maintained to provide a vertical separation between the ground and the tree canopy. According to fire behavior predictions, many areas of oak savanna are expected to produce flame lengths less than 4 feet before treatment. Mowing grass under and around trees reduces fire intensity and rate of spread of fire to an acceptable level, and diminishes the possibility that fire can climb into tree canopy. Pruning the small lower tree branches, as noted below, will reduce the possibility fire can spread into the tree crowns. Woody weed species such as French broom, poison hemlock and thistles must be completely removed annually.

Prescriptions for grass mowing:

- a. Within 30 feet of structures, all grassland areas should be mowed in early summer to a height of four inches, according to the recommendations in the Grassland Zone.
- b. Within 100 feet of structures, all grass growing under trees, out to 6 feet beyond the driplines of trees, should be mowed in early summer to a height of not greater than four inches.

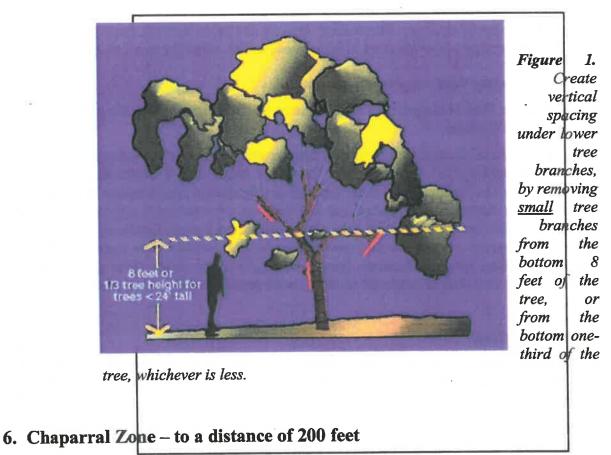
c. Within 30-100 feet of structures (depending on slope and other factors), grass growing in the open, away from trees, does not need to be mowed, unless called for in a Lot-Specific Plan.

Prescriptions for removing dead wood on the ground:

- a. Throughout the Fuel Management Zones, remove all dead branches on the ground smaller than 6-8 inches diameter.
- b. Large dead material located within the fuel management zone may be removed or relocated as recommended by a Lot-Specific Plan. Dead logs larger than 8 inches in diameter may remain on the site if isolated from dead material that is smaller than 4 inches in diameter, if not under a tree canopy, or if moved at least 100 feet from the structure. Large woody material by itself does not ignite readily and does not produce long flames. Retaining these features in open areas serves a beneficial purpose of retaining soil moisture and supports important wildlife, including native pollinators. Once dead logs become rotted through and friable, they should be removed or scattered in the general area to avoid a concentration of lighter fuels.

Prescriptions for tree pruning:

- a. All branches, living or dead, less than 3 inches diameter in width and less than either 8 feet from the ground or three times the height of any understory shrubs whichever is greater, shall be removed (Figure 1).
- b. Living branches that are greater than 3 inches in diameter but lower than 8 feet in height can be retained, provided that the area within the drip-line of trees is maintained Oaks with live limbs resting on the ground need not be removed, but all ground debris around and beneath the limbs must be removed to reduce fire risk.
- c. Dead limbs less than 8 feet in height shall be removed in all cases. Additional dead limbs or overhanging structures, as well as those determined to be a hazard, may be included for removal in Lot-Specific Plans.
- d. In landscaped areas, healthy tree branches less than 3 inches in diameter or 8 inches diameter if split or diseased, should be removed to provide vertical clearance of 3 times the height of the understory plants, or 8 feet above understory plants, whichever is greater.
- e. For trees shorter than 24 inches in height, remove lower 1/3 of branches smaller than 3 inches in diameter, or alternatively, treat as a shrub grouping.
- f. Once initial pruning is accomplished, tree pruning is likely to be needed infrequently, on an interval of about once every 3 to 5 years.
- g. <u>Do not thin or prune the tree canopy</u>, as this will promote more understory shrub growth as well as lower parts of the tree, and will result in increased risk that fire will spread to the tree canopy.



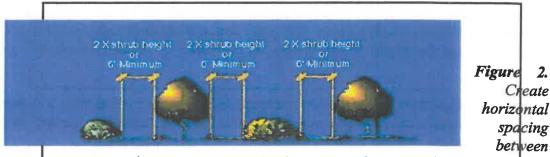
All shrubs within chaparral must be thinned or mowed within 200 feet of structures.

Chaparral, composed of broad-leafed shrubs and bushes that form dense thickets, is an important habitat type. This habitat type burns with great intensity and poses a high fire hazard to adjacent structures. When mowed or burned, woody shrubs in this habitat type re-sprout from the root system and require regular treatment to manage fire risk. In this vegetation type, defensible space is created by maintaining well-spaced chaparral shrubs that are short-stature, with succulent young vegetation, and no dead branches. Stands of shrubs within this Zone should be managed annually to ensure they are not allowed to grow above 2.5 ft height (usually 5 years or less) before being re-treated.

- a. In open areas away from trees, individual plants or small groupings of shrubs may be retained if reduced to discontinuous groups of shorter, younger, more succulent shrubs. Ensure the distance between groups of shrubs is at least 2 times the height of the shrub patch (see Figure 3). Retain less-flammable desirable shrubs, such as ceanothus, currant, coffeeberry, native rose, and sticky monkey flower, particularly where needed to stabilize slopes or prevent soil erosion.
- b. All other shrubs within 200 feet of structures should be mowed, or cut, at ground level. Site topography and vegetation will determine whether the treatments can be "feathered" at the edges, and whether it can be conducted with machinery or by hand crews.
- c. In all cases, remove chamise, a highly flammable dense-growing native (Adenostoma fasciculatum), under tree canopies. Where chamise is found outside of tree canopies, mow

chamise at ground level, or create shrub groupings, according the recommendations in the Coastal Scrub Zone. If other shrub species are present with the chamise, retain them at the expense of the chamise.

- d. All healthy trees within the 200-foot Chaparral Zone should be retained. As trees increase within the chaparral, they provide a long-term reduction in shrub cover and fire hazard.
- e. Trees growing within chaparral should be encouraged by removing shrubs from within a zone around the tree (Figure 2):
- When the tree is shorter than 6 feet high, all shrubs should be removed from within a distance of 3 feet from the tree's drip line.
- When a tree is taller than 6 feet high, all shrubs should be removed from within a distance of 6 feet from the tree's drip line.



trees and shrubs, by removing shrubs from around trees within a radius that extends 3 feet from the tree's drip line. For trees taller than 6 feet, remove shrubs within a distance of 6 feet from the tree's drip line.

7. Coastal Scrub Zone – to a distance of 200 feet

All shrubs within coastal scrub must be thinned or mowed within 200 feet of structures.

Like chaparral, coastal scrub is an important habitat type. Coastal scrub is comprised of a diverse mixture of native shrub species including coyote bush, native sage, blackberry, coffeeberry, and poison oak. Like most chaparral shrubs, shrub species growing within coastal scrub habitat will stump-sprout vigorously when mowed or burned, so coastal scrub zones will need to be retreated on a regular basis.

a. In open areas away from trees, between 30 feet and 200 feet of structures, change the pattern into discontinuous groups of shorter, younger, more succulent shrubs and ensure the distance between groups of shrubs is at least 2 times the height of the shrub patch (see Figure 3).

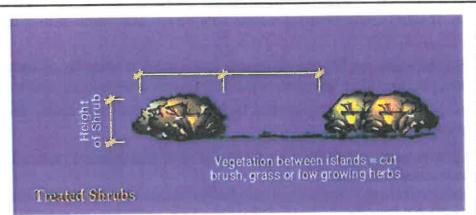


Figure 3. Create groups of shrub groupings to provide horizontal separation between shrubs. Each group of shrubs should be no wider than 2 times its height, or less than 120 square feet in area. The space between shrub groups should be at least two times the height of the shrubs, or a distance of 10 feet, whichever is greater.

- b. In coyote brush dominated stands, if other shrub species are present, retain them at the expense of coyote brush. Retain less-flammable desirable shrubs, such as ceanothus, currant, coffeeberry, native rose, and sticky monkey flower.
- c. It is not necessary to eliminate coyote brush within the fuel management zone. Instead, change the pattern into discontinuous groups of shorter, younger, more succulent shrubs. If native bunch grasses are present, promote these grassland conditions through permanent removal of encroaching brush species.
- d. Remove all dead branches from less-flammable desirable shrubs, such as ceanothus, currant, coffeeberry, native rose, and sticky monkey flower.
- e. All healthy trees within the 200-foot Coastal Scrub Zone should be retained. As trees increase within the chaparral, they provide a long-term reduction in shrub cover and fire hazard.
- f. Trees growing within coastal scrub zones should be encouraged by removing shrubs from within an area around the tree as shown below (Figure 2, above):
 - a. When the tree is shorter than 6 feet high, all shrubs should be removed from within a distance of 3 feet from the tree's drip line.
 - b. When a tree is taller than 6 feet high, all shrubs should be removed from within a distance of 6 feet from tree crown edge.

8. Oak Woodland Zone - to a distance of 150 feet

Understory plants must be kept short, and small lower tree branches must be removed.

The understory of oak woodland habitat includes shade tolerant shrubs and grasslands. The goal of this standard is to maintain an existing oak woodland with a short-statured understory of herbaceous plants and shrubs, and a tree canopy at least 8 feet above the ground. An initial treatment will be required

to prune smaller branches of trees up to 8 feet above the ground and to reduce density and stature of understory shrubs. After the initial treatment, annual maintenance will be needed to cut back shrub sprouts in order to maintain a maximum height of 2.5 feet.

Prescriptions for understory maintenance:

- a. Within 30 feet from structures, at the beginning of each summer, ensure that the herbaceous understory is maintained at a maximum height of 4 inches.
- b. Understory vegetation should not be completely removed. Instead, selectively remove flammable species like coyote bush, and prune-back and remove dead branches from less-flammable desirable species such as coffeeberry, currant and wild rose.
- c. Native understory shrubs are to be kept free of dead branches and no more than 2.5 feet in height.
- d. Leaf litter depth should be kept to no greater than 4 inches.

Prescriptions for tree pruning:

- a. All branches, living or dead, less than 3 inches diameter in width and less than either 8 feet from the ground or three times the height of any understory shrubs whichever is greater, shall be removed (Figure 1).
- b. Living branches that are greater than 3 inches in diameter but lower than 8 feet in height can be retained, provided that the area within the drip-line of trees is maintained. Oaks with live limbs resting on the ground need not be removed, but all ground debris around and beneath the limbs must be removed to reduce fire risk.
- c. Dead limbs less than 8 feet in height shall be removed in all cases. Additional dead limbs or overhanging structures, as well as those determined to be a hazard, may be included for removal in Lot-Specific Plans.
- d. In landscaped areas, healthy tree branches less than 3 inches in diameter or 8 inches diameter if split or diseased, should be removed to provide vertical clearance of 3 times the height of the understory plants, or 8 feet above understory plants, whichever is greater.
- e. For trees shorter than 24 inches in height, remove lower 1/3 of branches smaller than 3 inches in diameter, or alternatively, treat as a shrub grouping.
- f. Once initial pruning is accomplished, tree pruning is likely to be needed infrequently, on an interval of about once every 3 to 5 years.
- g. <u>Do not thin or prune the tree canopy</u>, as this will promote more understory shrub growth as well as lower parts of the tree, and will result in increased risk that fire will spread to the tree canopy.

Exhibit A

PCR 4291

LOT-SPECIFIC FUEL MANAGEMENT PLAN AUGUST 5, 2019



DOCUMENT PREPARED:

LOT XXXFUEL MANAGEMENT PLAN

STREET ADDRESS; APN: XXX-XXX-XXX

PREPARED BY FIRE ECOLOGIST, LANDSCAPE CONTRACTOR, OR QUALIFIED CONSULTANT

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	PHOTOS OF LOT	

LOT XXXFUEL MANAGEMENT PLAN

PURPOSES

This Lot-Specific Fuel Management Plan ("Plan") has been prepared by, Fire Ecoloist for the homeowners. The purposes of this Plan are to guide the implementation of vegetation management and to provide for the Owner sufficient defensible space and fire safety around the home and structure on Lot XXX, as required by California Public Resources Code 4291, while still maintaining the natural and aesthetic values of the RHCA. This plan is to implement the vegetation treatments outlined in the Fuel Management attached hereto and incorporated by reference herein.

It is important to note that the creation of a Lot-Specific Fuel Management Plan and subsequent implementation of the prescribed treatments found below do not guarantee that the property will be 100% fire-safe, but it will improve fire-fighter safety and lessen potential structural damage.

CURRENT CONDITIONS

Through an analysis of aerial imagery and during a site visit on July 25, 2019 the following conditions were observed by CONSULTANT.



FIGURE 1 PHOTOS OF TYPICAL VEGETATION; UPPER PHOTO SHOWS LANDS SOUTHWEST OF STRUCTURE AND LOWER PHOTO SHOWS LANDS NORTH OF STRUCTURE

STRUCTURES

There are several structures on site; these include a main residence, a detached garage, a guest house, and a caretaker residence. All structures are concentrated on the southern portion of the lot. Combined, these buildings represent roughly 12% of the 1.8-acre lot. Hardscaping surrounds most of the buildings.

LOCATION

Lot XXX is located in the southern portion of RHCA, south of the equestrian center, on Buggywhip Lane. The property boundary to the north constrains the fuel treatment in oak/shrub woodland; an agreement with adjacent landowners (Lot XXX) should be reached that would allow implementation of the full width of the treatment areas per the approved Fuel Management Standards.

Lot xx abuts nine residential parcels: Lots xx, yy and zz. Statement regarding adjacency to roads, or large canyons.

The property can be accessed via this road or that road. The nearest fire station is within The Preserve at the Corporate Yard and is approximately XX miles away on this road (approximately less than a 5 to 10-minute response time). There is also the fire station of the Gate House, which is 10 miles away (with an approximate 25-minute response time).

Outside RHCA, two stations are available for response. These include the [Another Fire Department] at 8455 Somewhere Road. Also, the Different Fire Protection District station at XXX Road in Palos Verde is 14 miles away with an expected response time of 35 minutes



FIGURE 2 AERIAL MAP OF LOT XXX..

ROADS OR TRAILS

Lot XXX is accessed using XX Road. To exit, travel southeast on the private driveway until driveway meets YY Rd.

The driveway to the residence is relatively long at XXX feet. However, it traverses a gentle grade, does not cross any other lots, and does not pose a hindrance to access or maintenance.



FIGURE 3 PHOTOS OF LOT XXXS DRIVEWAY

TERRAIN

The lot sits atop a gentle ridge rising above several of the Golf Course fairways and overlooking an industrial pond. The entire lot is best characterized by rolling terrain, with an elevation range of 1,500ft to 1,690 ft. The heads of two, small drainages define the eastern portion of the lot, while another drainage borders the southwestern edge of the parcel. The lot is primarily south facing. The terrain does not restrict fuel management.

The predominate wind comes from the northwest, up canyon from the golf course, but because the site is atop a knoll/ridge, winds may also flow up from the southwest. Because of the lot's relatively high elevation, winds preceding a northern storm could present a problem.

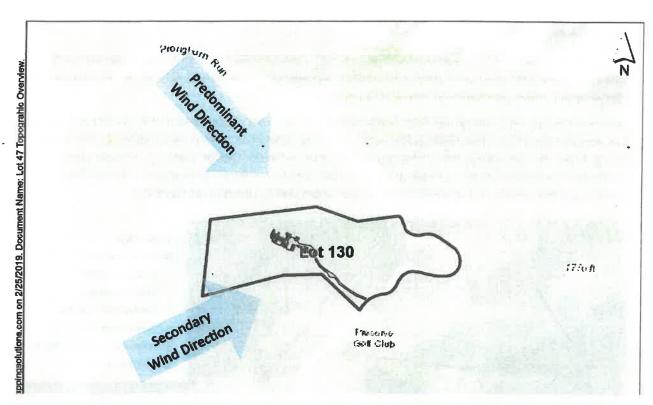


FIGURE 4 TOPOGRAPHIC MAP OF LOT XXX. LARGE BLUE ARROWS INDICATE WIND FLOWS AROUND LOT XXX, WHICH ARE INFLUENCED BY TERRAIN.

VEGETATION

There are three vegetation types mapped on Lot XXX: a mix of Valley Oak and Coast Live Oak (VoClo), California Black Oak (Cbo), and Valley Oak (VaOa). All vegetation types extend into the surrounding lots until meeting either grasslands or the Golf Course.

Site observations note the property is comprised of an open oak savanna with little understory and an oak woodland north of the building site, with a shrubby understory that is developing on this north-facing slope. On the rolling hills on the south and west portion of the lot there is currently good separation between the tree canopy and grassy fuel, which is a fire safe condition. The northern and eastern portion of the lot has steep oak-covered slopes with a shrubby understory.

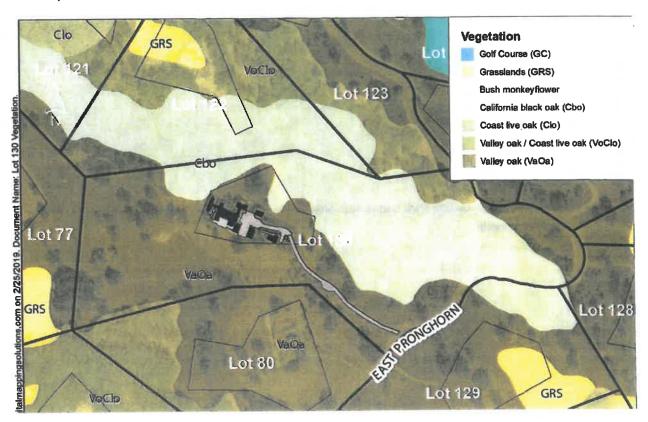


FIGURE 5 VEGETATION MAP OF LOT XXX.

FIRE HAZARD

The vegetative fuels are comprised of annual grass and oak woodland; these fuel types produce fires that are usually non-threatening when the grass and shrubby fuels are maintained. Because of the open nature of these vegetation types, fire behavior can be expected to be relatively low if shrubs have not become dense and tall. If a well-developed understory is present fire behavior can be anticipated to be challenging.

For Lot XXX, fire behavior modeling indicates under current conditions, a wildfire on the property would burn fairly hot; with flame lengths above 4 feet in the south and west, and much higher flame lengths to the north-east along the main ridgeline.

With that said, the modeling does not take into consideration current management practices which include moving throughout the lot; emolliating these predicted results.

Fire spread rates in annual grass can be quite fast. With maintenance of mowed or grazed grass around the structures the threat of fire from this vegetation type is reduced to acceptable levels because of the width of low-hazard fuels below the structure. Wherever mowing or grazing has occurred, minimal flame lengths and very slow rates of spread can be expected.

If a fire were to develop in the oak woodland, longer flame lengths could be produced and possibly cause the trees to torch the oak and threaten the structures on the property. Fuel management on the site will be needed to maintain a low level of understory shrubby growth and low dead debris on the forest floor, and to prune the bottom branches of trees to limit the possibility of torching. This is especially important in those wooded areas to the north and east of the structures.

The worst-case scenario may be a big fire advancing from the north to northwest because if there is a strong wind also from the northeast, there would be an alignment of the wind and fire with the topography on Lot XXX. Because of its exposed location, fire behavior may be conflagrated, with swirling winds and erratic spread. However, the golf course is north of Lot XXX and would likely stop the fire or lessen its effects.

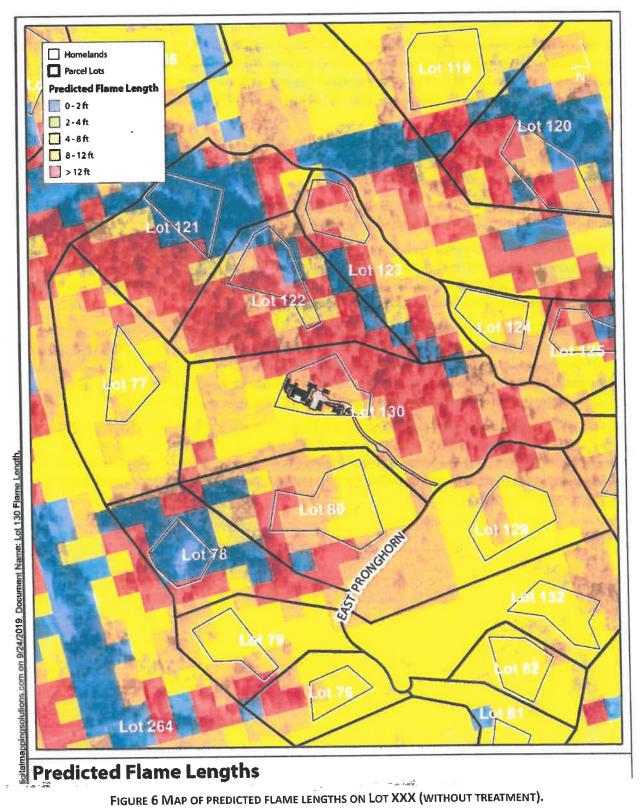


FIGURE 6 MAP OF PREDICTED FLAME LENGTHS ON LOT XXX (WITHOUT TREATMENT).

FUEL MANAGEMENT

If the treatments described below are implemented, two-foot flames are expected throughout Lot XXX. Fuels that produce a two-foot flame length and prevent ember production are the result of fuel mitigation treatments in five zones of varying actions and distances from the structure, based on existing vegetation and terrain in and around Lot XXX. In each zone, the distance is constrained by the distance to the property boundary; in no case does this fuel management plan authorize the landowner to take fuel management actions beyond the property boundary. However, if the recommended distance for fuel maintenance exceeds a parcel's boundaries, the owner is encouraged to contact the Conservancy and reach an agreement with adjacent landowners to fully comply with Fuel Management Standards.

Each zone has a unique set of standards by which compliance will be gauged. Treatments in each zone are fully described in the Fuel Management Standards and repeated here. Unless specified here, treatments must be consistent with the Standards. *Exceptions and additional actions are noted in bold, underlined italics.*

The fuel management zones are:

- 1. Non-combustible Zone, for a width of 5 feet from structure
- 2. Landscaping Zone, per landscaping plans
- 3. Driveway Zone, for a width of 15 feet from edge of pavement
- 4. Grassland Zone, for a width of 30 feet from structure
- 5. Oak Savanna Zone, for a width of 150 feet from structure
- 6. Oak/Shrub Zone for a width of 200 feet from structure
- 7. Coastal Scrub Zone, for a width of 150 feet from structure

The following two pages show the post-treatment predicted flame lengths and the fuel management zone map.

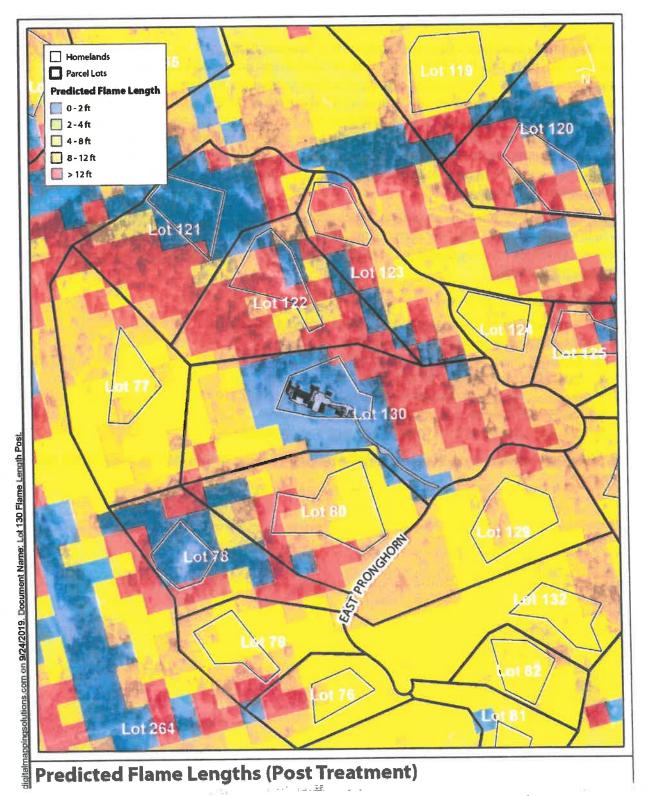


FIGURE 7 MAP OF PREDICTED FLAME LENGTHS ON LOT XXX (WITH TREATMENT).

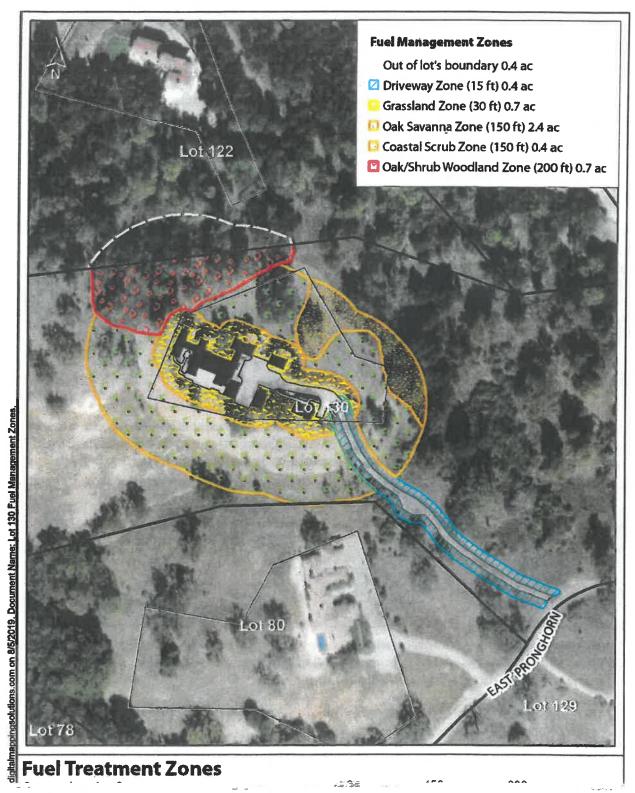


FIGURE 8 FUEL MANAGEMENT MAP WITH ZONES DELINEATED.

There is a small portion of the fuel treatment falling into an adjacent lot (Lot 122). It was also noted during the site visit that dense vegetation on Lot 122 could pose a threat to the structures on Lot XXX.

For reference, here are the fuel management standards for the zones on Lot XXX.

NON-COMBUSTIBLE ZONE - TO A DISTANCE OF 5 FEET

A non-combustible zone should be maintained within in a 5-foot buffer around structures.

Hardscape surfaces (such as patios, gravel, and bare soil), and landscape materials (such as lawn and succulent herbaceous plants) are examples of non-combustible surfaces. Wood mulch is not considered non-combustible. Landscape architects are encouraged to make liberal use hardscaping within 5 feet of structures. Care should be taken in the design phase to ensure there is adequate room within the lot for such treatments.

Firewood currently near the house should be moved more than 5 feet from structures and enclosed.

In addition, where Mugo pine or other woody landscaping exists near vents, trim lower branches to a 2-3 foot height up from the ground when they are within 5 feet of a foundation vent.



FIGURE 9 OVERALL, LOT XXX MAKES USE OF EXTENSIVE HARDSCAPING IN AND AROUND STRUCTURES. DUE TO HOME CONSTRUCTION THAT INCLUDES STUCCO WITHOUT WEEP SCREENING, THERE IS NO NEED FOR A NON-COMBUSTIBLE ZONE. HOWEVER, ALL MULCH WILL NEED TO BE REMOVED WITHIN 5 FEET OF FOUNDATION VENTS.



FIGURE 10 WINDOWS ARE A WEAK POINT IN STRUCTURE HARDENING; TRIM MATCHED, LARGE SHRUBS (LEFT PHOTO) 5 FEET AWAY FROM WALL AND WINDOWS. TRIM HERITAGE OAK IN COURTYARD NORTH OF HOUSE 5 FEET FROM ROOFLINE TO KEEP TREE FROM DAMAGING ROOF/GUTTER (RIGHT PHOTO).



FIGURE 11 BECAUSE IT IS AN EMBER TRAP (AS EVIDENCED BY CURRENT LEAF BUILD-UP), CLEAR AWAY COMBUSTIBLE MATERIAL FROM COVERED STORAGE ENTRY.

LANDSCAPING ZONE - WITHIN ENTIRE LANDSCAPED AREA

Approved landscaping must be designed and maintained to minimize flammability.

Ornamental landscaping often results in large amounts of shrubby flammable vegetation being planted near structures. Many commonly used landscape plants, such as conifers, flammable woody shrubs, and tall ornamental grasses, should be avoided because they may create a fire threat to a home that would otherwise be fire safe. All plant material that is removed from the landscaping must be composted removed and disposed of properly. In no case can material from the Landscaping Zone be left and must be processed if it will remain. The spacing between landscaping plants and volume of landscaping biomass should mimic the Oak Woodland Zone, and landscape areas should be maintained according to the recommendations in the Oak Woodland Zone (see below).



FIGURE 12 EXAMPLES ON LOT XXX OF GOOD LANDSCAPING CHOICES OF LOW FUEL VOLUME AND ADEQUATE SPACING BETWEEN PLANTS ALONG WITH HARDSCAPING TO PREVENT IGNITION FROM EMBERS

DRIVEWAY ZONE - 15 FEET FROM EDGE OF DRIVEWAY PAVEMENT

Safe ingress and egress must be maintained along the driveway.

The Driveway Zone is important to allow for safe passage and to provide a location where firefighter resources can travel and engage in fire response. The treatments required correspond to vegetation type.

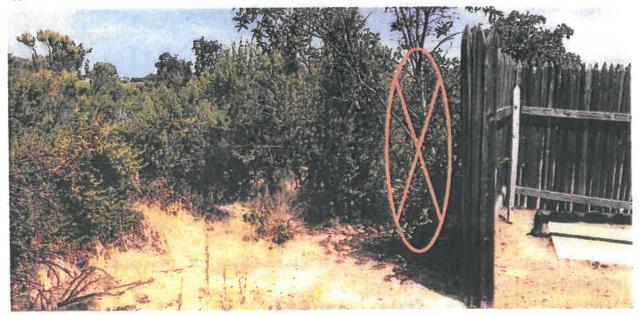


FIGURE 13 TRIM AND CLEAR AWAY VEGETATION AWAY FROM WOODEN STRUCTURE NEAR DRIVEWAY

- a. Grassland, and the understory of all Oak Savanna, and Oak Woodland vegetation should be mowed within 15 feet from the pavement edges, according to the recommendations in the Grassland Zone.
- b. All Chaparral, Coastal Scrub, and Oak/Shrub Woodland vegetation should be treated to 30 feet from the pavement edge, according to their respective recommendations.
- c. All tree branches extending over driveway surfaces should be pruned to ensure 15 of vertical clearance. Whenever possible, healthy overhanging branches higher than 15 feet should be left in place to shade driveway areas and thereby reduce weed and understory growth.
- d. Every residential structure shall have a dedicated fire hydrant and a hammerhead or other safe turnaround for fire equipment access. Vegetation around these facilities must be maintained as needed to ensure visibility and access, vegetation must be cleared three feet around fire hydrant.

A minimum 3-foot radius from each fire hydrant shall be free of vegetation.

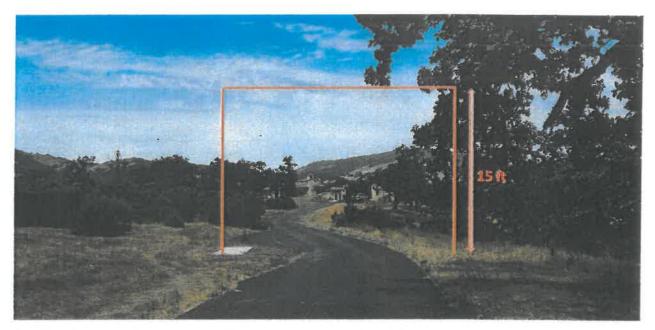


FIGURE 14 BE SURE TO CLEAR OVERHANGING BRANCHES ABOVE DRIVEWAY UP TO 15 FEET

GRASSLAND ZONE - TO A DISTANCE OF 30 FEET FROM STRUCTURES

Grassland zones must be mowed at least once annually in late spring or early summer.

Because grasslands dry and become flammable at the start of every summer, grassland areas will need annual attention, typically by mowing prior to the beginning of each summer. By mowing in late spring, native grasses and wildflowers are retained and may contribute in a lower-hazard condition. Woody weed species such as French broom, poison hemlock and thistles must be completely removed annually.

- a. Within 30 feet from structures, all annual grassland areas should be mowed in early summer to maintain a minimum height of 4 inches during the summer.
- b. Native perennial grasses and wildflower stands should not be mowed more frequently than 60 days, ideally shortly after they have set seed. This may require a delayed mowing schedule in wetter years to maintain their density. Consult with the Conservancy staff as needed.
- c. Trees growing within the Grassland Zone should be treated according to the recommendations made in the Oak Woodland Zone.
- d. Coyote bush, and a number of other shrub species, growing within the grassland zone, may be removed to maintain open herbaceous grasslands as part of an approved Lot-Specific Plan.



FIGURE 15 CURRENTLY, MOWING IN OPENLANDS BETWEEN LOT XXX AND NEIGHBOR TO SOUTHEAST IS WIDER THAN NEEDED BUT IS A MAINTAINED AT THE REQUIRED 4 INCHES IN HEIGHT

OAK SAVANNA ZONE - TO A DISTANCE OF 150 FEET

Grass under trees must be mowed annually, and small-diameter lower tree branches must be pruned.

Oak savannas consist of scattered oaks growing within a grassy understory, and both trees and grass should be maintained to provide a vertical separation between the ground and the tree canopy. According to fire behavior predictions, many areas of oak savanna are expected to produce flame lengths less than 4 feet before treatment. Mowing grass under and around trees reduces fire intensity and rate of spread of fire to an acceptable level, and diminishes the possibility that fire can climb into tree canopy. Pruning the small lower tree branches, as noted below, will reduce the possibility fire can spread into the tree crowns. Woody weed species such as French broom, poison hemlock and thistles must be completely removed annually.

Prescriptions for grass mowing:

- a. Within 30 feet of structures, all grassland areas should be mowed in early summer to a height of four inches, according to the recommendations in the Grassland Zone.
- b. Within 100 feet of structures, all grass growing under trees, out to 6 feet beyond the driplines of trees, should be mowed in early summer to a height of four inches.
- c. Within 30-100 feet of structures (depending on slope and other factors), grass growing in the open, away from trees, does not need to be mowed.

Prescriptions for removing dead wood on the ground:

- a. Throughout the Fuel Management Zones, removal all dead branches on the ground smaller than 6-inch diameter.
- Large dead material located within the fuel management zone may be removed or relocated as recommended by a Lot-Specific Plan. Dead limbs larger than 8 inches in diameter, in the Fuel Management Zones within the Openlands, should remain on the site if isolated from dead material that is smaller than 4-inches in diameter, if not under a tree canopy, or if moved at least 100 feet from the structure. Large woody material by itself does not ignite readily and

does not produce long flames. Retaining these features in open areas serves a beneficial purpose of retaining soil moisture and supports important wildlife, including native pollinators. Once dead logs become rotted through and friable, they should be removed or scattered in the general area to avoid a concentration of lighter fuels.



FIGURE 16 LARGE DEAD LOGS MAY REMAIN IF LOCATED OUTSIDE THE TREE CANOPY. GRASS SHOULD BE MOWED UNDER THE TREE CANOPY AND AROUND THE DEAD LOGS TO LIMIT IGNITION POTENTIAL. IN THIS CASE, THE WOODY MATERIAL ON THE LEFT SHOULD REMAIN, THE MATERIAL ON THE RIGHT SHOULD BE REMOVED.

Prescriptions for tree pruning:

- a. All branches, living or dead, less than 3 inches diameter in width and less than either 8 feet from the ground or three times the height of any understory shrubs whichever is greater, shall be removed (Figure 17).
- b. Living branches that are greater than 3 inches in diameter but lower than 8 feet in height can be retained, provided that the area within the drip-line of trees is maintained Oaks with live limbs resting on the ground need not be removed, but all ground debris around and beneath the limbs must be removed to reduce fire risk.
- c. Dead limbs less than 8 feet in height shall be removed.

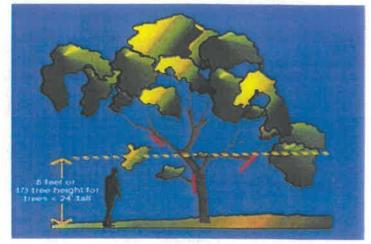


FIGURE 17 CREATE VERTICAL SPACING UNDER LOWER TREE BRANCHES BY REMOVING SMALL TREE BRANCHES FROM THE BOTTOM 8 FT OF THE TREE OR FROM THE BOTTOM ONE-THIRD OF THE TREE, WHICHEVER IS LESS.

d. In landscaped areas, healthy tree branches less than 3 inches in diameter or 8 inches diameter if split or diseased, should be removed to provide vertical clearance of 3 times the height of the understory plants, or 8 feet above understory plants, whichever is greater.

- e. For trees shorter than 24 inches in height, remove lower 1/3 of branches smaller than 3 inches in diameter, or alternatively, treat as a shrub grouping.
- f. Once initial pruning is accomplished, tree pruning is likely to be needed infrequently, on an interval of about once every 3 to 5 years.
- g. <u>Do not thin or prune the tree canopy</u>, as this will promote more understory shrub growth as well as lower parts of the tree, and will result in increased risk that fire will spread to the tree canopy.
- h. Sometimes small trees may need to be cut to the ground in order to achieve the separation of the ground level from the tree canopy, or because mowing equipment cannot avoid the small trees.



FIGURE 18 TRIM BOTH VALLEY AND BLACK OAKS PER STANDARDS NORTH OF STRUCTURE; SUGGEST TRIMMING TO JOINTS

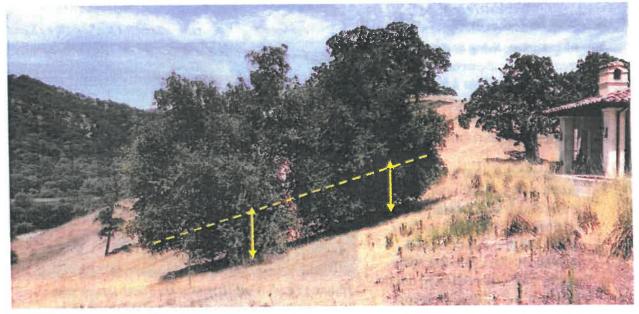


FIGURE 19 CLUMP OF COAST LIVE OAKS TO SOUTHWEST OF STRUCTURE SHOULD BE TRIMMED (FOR THE FIRST TIME) OF LOWER THIRD OF TOTAL HEIGHT OF TREE

COASTAL SCRUB ZONE - TO A DISTANCE OF 150 FEET (EXCEPTION)

All shrubs within coastal scrub must be thinned or mowed within 150 feet of structures.

Like chaparral, coastal scrub is an important habitat type. Coastal scrub is comprised of a diverse mixture of native shrub species including coyote bush, native sage, blackberry, coffeeberry, and poison

oak. Like most chaparral shrubs, shrub species growing within coastal scrub habitat will stump-sprout vigorously when mowed or burned, so coastal scrub zones will need to be retreated on a regular basis.

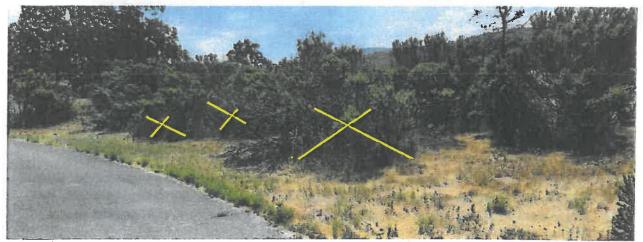


FIGURE 20 EAST OF STRUCTURE, APPLY COASTAL SCRUB ZONE TREATMENT WITH AN EXCEPTION BEING TO NARROW THE WIDTH OF TREATMENT TO <u>150 feet</u>, NOT THE 200-FOOT STANDARD. THIS IS JUSTIFIED BECAUSE OF THE RELATIVELY FLAT TERRAIN AND GRASS FUELS NEAREST TO THE STRUCTURES. REMOVE COYOTE BUSH PLANTS THAT HAVE THE MOST DEAD MATERIAL TO REACH A GOAL OF 30% COVER OF COYOTE BUSH, 70% GRASS.

- a. In open areas away from trees, within 200 feet of structures, change the pattern into discontinuous groups of shorter, younger, more succulent shrubs and ensure the distance between groups of shrubs is at least 2 times the height of the shrub patch (see Figure 20).
- b. In coyote brush dominated stands, if other shrub species are present, retain them at the expense of coyote brush. Retain less-flammable desirable shrubs, such as ceanothus, currant, coffee berry, current, native rose, and sticky monkey flower.
- c. It is not necessary to eliminate coyote brush within the fuel management zone. Instead, change the pattern into discontinuous groups of shorter, younger, more succulent shrubs. If native bunch grasses are present, consult with the Conservancy regarding restoring grassland conditions through permanent removal of encroaching brush species.
- d. Remove all dead branches from less-flammable desirable shrubs, such as ceanothus, current, coffee berry, current, native rose, and sticky monkey flower.
- e. All healthy trees within the 200-foot Coastal Scrub Zone should be retained. As trees increase within the chaparral, they provide a long-term reduction in shrub cover and fire hazard.
- f. Trees growing within coastal scrub zones should be encouraged by removing shrubs from within an area around the tree as shown below (Figure 2, above):
 - When the tree is shorter than 6 feet high, all shrubs should be removed from within a
 distance of 3 feet from the tree's drip line.
 - When a tree is taller than 6 feet high, all shrubs should be removed from within a distance of 6 feet from tree crown edge.

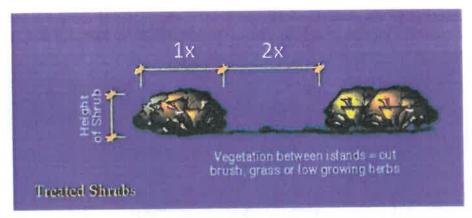


FIGURE 21 CREATE GROUPS OF SHRUB GROUPINGS TO PROVIDE HORIZONTAL SEPARATION BETWEEN SHRUBS. EACH GROUP OF SHRUBS SHOULD BE NO WIDER THAN 2 TIMES ITS HEIGHT, OR LESS THAN 120 SQUARE FEET IN AREA. THE SPACE BETWEEN SHRUB GROUPS SHOULD BE AT LEAST TWO TIMES THE HEIGHT OF THE SHRUBS, OR A DISTANCE OF 10 FEET, WHICHEVER IS GREATER.

OAK-SHRUB WOODLAND ZONE - TO A DISTANCE OF 150 FEET

Understory plants must be kept short, and small lower tree branches must be removed.

The goal of the following treatment is to facilitate the conversion from a transitional woodland / shrubland vegetation type, into a more fire-safe oak woodland with an understory consisting of grass, herb or other low-growing fire resistant plants. Native understory shrubs are acceptable, if maintained to a maximum height of 2.5 feet, and if kept free of dead branches. Once the conversion has been made to a stable oak woodland, little vegetation treatment will be necessary other than the normal treatments for the Oak Woodland Zone. Woody non-native weeds such as French broom should be vigorously suppressed.

Prescriptions for understory maintenance:

- a. Understory vegetation should not be completely removed. Instead, selectively remove all French broom and flammable native species like coyote bush, and prune-back and remove dead branches from less-flammable desirable species such as coffee berry and wild rose.
- b. Within 30 feet of structures, at the end of each spring mow grass according to the Grassland Zone.
- c. Remove chamise, a highly flammable dense-growing native (Adenostoma fasciculatum), under tree canopies. Where chamise is found outside of tree canopies, mow chamise at ground level, or create shrub groupings, according the recommendations in the per the Coastal Scrub Zone. If other shrub species are present with the chamise, retain them at the expense of the chamise.



FIGURE 22 REMOVE SHRUBS UNDER TREES AT THE EDGE OF THE OAK SAVANNA AND OAK SHRUB WOODLAND. PRUNE LOWER BRANCHES TO 8 FT OR THE LOWER THIRD OF THE TREE HEIGHT.

Prescriptions for tree pruning:

- a. All branches, living or dead, less than 3 inches diameter in width and less than either 8 feet from the ground or three times the height of any understory shrubs whichever is greater, shall be removed (Figure 17).
- b. Living branches that are greater than 3 inches in diameter but lower than 8 feet in height can be retained, provided that the area within the drip-line of trees is maintained Oaks with live limbs resting on the ground need not be removed, but all ground debris around and beneath the limbs must be removed to reduce fire risk.
- c. Dead limbs less than 8 feet in height shall be removed retained.
- d. In landscaped areas, healthy tree branches less than 3 inches in diameter or 8 inches diameter if split or diseased, should be removed to provide vertical clearance of 3 times the height of the understory plants, or 8 feet above understory plants, whichever is greater.
- e. For trees shorter than 24 inches in height, remove lower 1/3 of branches smaller than 3 inches in diameter, or alternatively, treat as a shrub grouping.
- f. Once initial pruning is accomplished, tree pruning is likely to be needed infrequently, on an interval of about once every 3 to 5 years.
- g. Do not thin or prune the tree canopy, as this will promote more understory shrub growth as well as lower parts of the tree, and will result in increased risk that fire will spread to the tree canopy.
- h. Sometimes small trees may need to be cut to the ground in order to achieve the separation of the ground level from the tree canopy, or because mowing equipment cannot avoid the small trees.

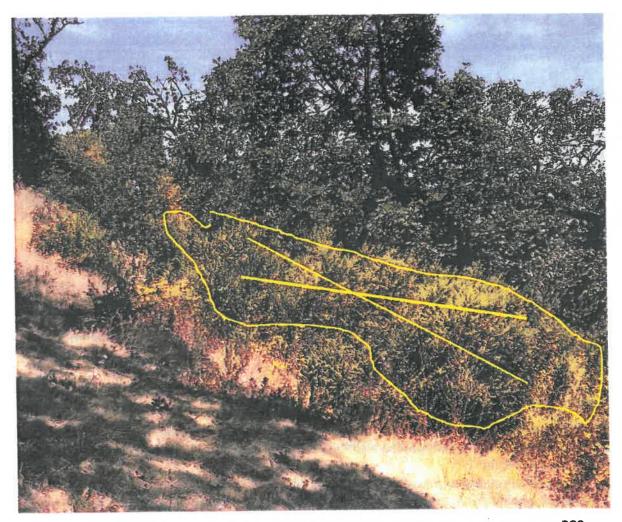
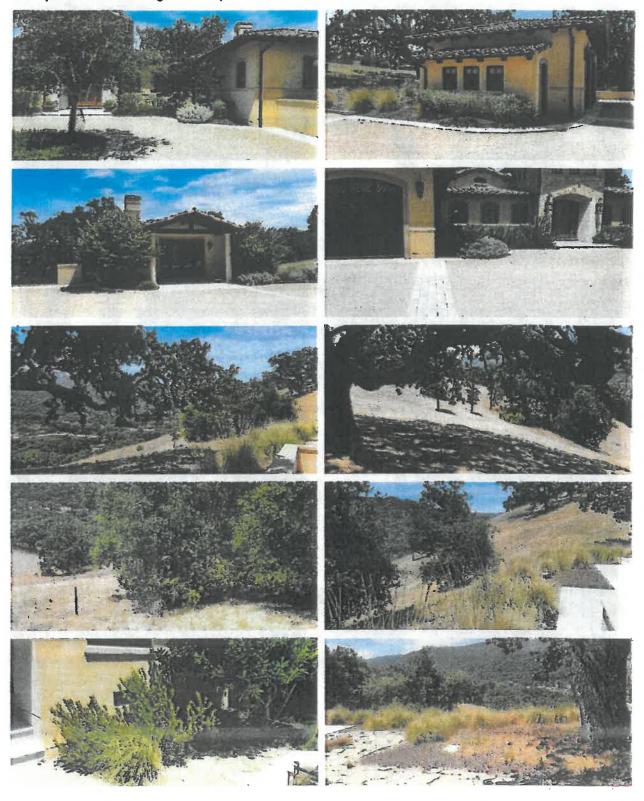
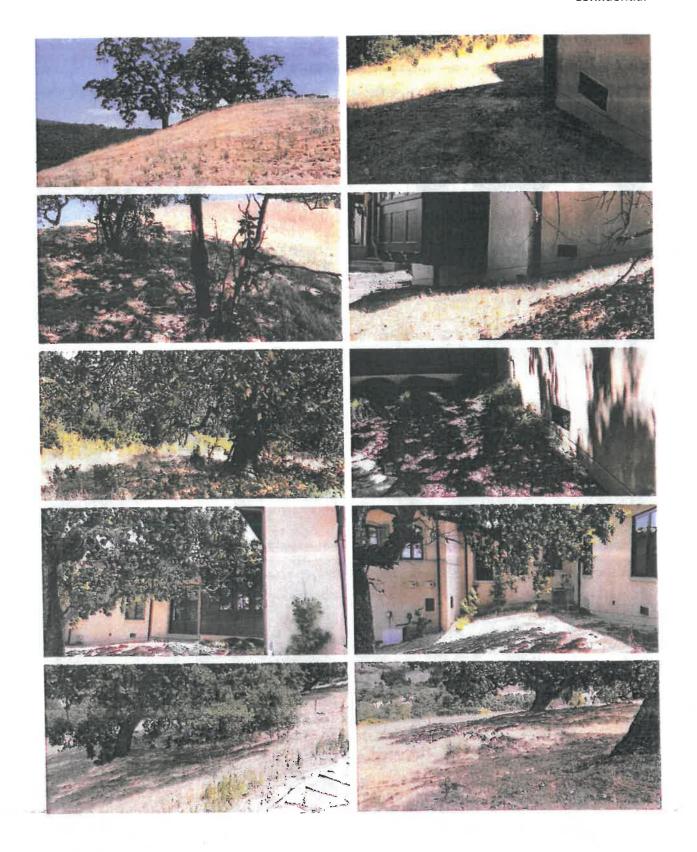


FIGURE 23 APPLY OAK-SHRUB WOODLAND STANDARDS ON VEGETATION NORTHWEST OF STRUCTURE FOR 200-FT.
REMOVE SHRUBS UNDER TREES ON A PERIODIC BASIS (EVERY 5 YEARS). WORK WITH ADJACENT NEIGHBOR TO OBTAIN AUTHORITY TO CONDUCT WORK OUTSIDE PROPERTY BOUNDARY.

PHOTOS OF LOT XXX

Other photos taken during site visit provided here as a record of conditions:







Confidential



Example

Friend or Foe? How Does Your Garden Rate?

Characteristics of a Selection of Common Landscape Plants

Friend Characteristics

Botanical Name	Common Name	Form	Mature Size (height by width)	Low total volume	Form (restricts air flow)	Leaf (low surface Little dead to volume) Material	Little dead Material	High molsture leaves/ stem	Mineral
Arbutus unedo	strawberry tree	Shrub/ Small Tree	X-25' x equal spread			×	×		
The Court of the	- Madrone-marina			記るは芸術	No.			Reut Wouse	
Arbutus menzlesii	hybrid	Shrub/ Small Tree.	A LIMIT						
Quercus agrifolia	Coast live oak	Large Tree							
	の事がは、		The state of the s						THE STREET
Cercis occidentalis	Western redbud	Shruby Shart The	46 strang spread	×			×	X	
Felfoa sellowana	pineapple guava	Shrub	10-25' x equal spread			×	×		×
Ribes sangulneum	flowering current	Sinrub	4-12" s squal spread			×	×	X	
Rosa banksiae	Lady Banks rose	Shrub	climbs to 20°	×	×		×	×	
Agapanthus africanus	"Hy of the file	Pereminal	WX OV	×	×	×	×	×	
Achillea	yarrow	Perennial	4-5 x 1-2'	×	×		×		
Dietes bicolor	fortnight HIV	Perennial	Jones & Adding	×	X	×	×	X	The state of the s
Centaurea cineraria	dusty miller	Perennial	1-2' x equal	×	×		×	×	×
Gazahia hybrids	gazanla	Groundcover	Sanch x 2	×	×		×	×	
Passiflora alatocaerulea	passion vine	Vine	climbs to 20-X0'		×	×	×	×	

Foe Characteristics

Botanical Name	Common Name	Form	Mature Size (height by width)	High total volume	Form (optimum air flow)	Leaf (high surface to volume)	Lots of Dead Material	Low moisture leaves/stem	High Oif content
Eucalyptus calendulensitalu	olue gum eucalyuptu:	Tree	150-200'	×	×	×	×	×	×
Pinus radiata	Monterey pine	Tree	, 9d-100	×	×	×	×	×	×
Acacia melanoxylon	black acacla	Tree	40' × 20'	×	×	×	×	×	
		X Y					NAME OF STREET		
Arctostaphylos manzanii	manzanta	Shrub/ Small Tree	6-20 × 4-10	×	×	X	×	×	
Pigeon Point'	dwarf coyote brush	Shrub	X' by 9'	×	×	×	×	×	
Dodonaea purpurea	hand basedon.	Shrub	12-15 X same	X	×	X		×	
Genista and Cytisus spp	broom	Shrub	6-8' x 5-6'	×	×	×		×	
Juniperus Spp	Juniper	Shrub/ ground	12"215 x same	×	×	×	×	×	×
Phormium tenax	flax	Evergreen Perennial	9-12' x 10'	×	×	×	×	×	
Bambusa aurea	golden bamboo.	Glant grass	6-20" numbers	×	×	X	X	X	The state of the s
Pennisetum	fountain grass	Glant grass	X-4' x 4-76	×	×		×	×	
Hedra canariensis	Algerian Ivy	Ground cover	Chiners	×	×		X		1000
Rosmarinus officianalis	rosemany	Ground cover	2-6' x 4-8'	×	×		×		×

Rolling Hills



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.B Mtg. Date: 07/13/2020

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 AN AMENDMENT TO THE LEASE

> **AGREEMENT** WITH THE ROLLING HILLS **COMMUNITY**

ASSOCIATION.

DATE: July 13, 2020

BACKGROUND:

The City executed a lease agreement with the Rolling Hills Community Association (RHCA) in May 2018. The lease agreement covers the rental of the space occupied by the Association building, the rental of Hesse's Gap riding ring, the rental of the tennis courts, and parking areas on the City Hall campus. Established on June 1, 2018, the term of the agreement is for 120 months, expiring on May 31, 2028. The rent amount is \$6,998 per month for the ten-year lease period.

In January 2020, the City and the RHCA discussed ways to improve coordination between the two entities to better serve the community. One of the topics was to improve roadway projects. Historically, RHCA would repave roads and the City would follow behind to place striping on newly paved roads. The duration of the job is prolonged because two independent contractors are used to complete the job. To eliminate additional burden of having two road closures, first for paving and second for striping, the two entities discussed using one team of contractors thereby eliminating the second road closure. RHCA agreed to take on the striping work and to offset the cost of taking on the work, the two entities discussed reducing the rent to the lease agreement with RHCA.

DISCUSSION:

RHCA anticipates future roadway rehab work to be similar to the recent work along Crest Road East. Using the cost of striping Crest Road East in early 2020, RHCA projected an expenditure of approximately \$15,000 per year on striping or \$1,249 per month. RHCA proposed to reduce the monthly rent amount by \$1,249 for the next three years commencing on July 1, 2020 to June 30, 2023. Prior to July 1, 2023, the City and RHCA will take an average of the striping cost between 2020 and 2023 and determine if an adjustment is needed to the rent amount.

RHCA approved the proposed amendment to the lease agreement at the June 18, 2020 Board meeting. RHCA noted to staff that the striping removed as part of the roadway rehab project will be replaced by RHCA in kind. The amendment to the lease agreement include a provision that striping must adhere to the specification of the Department of Transportation.

FISCAL IMPACT:

If the amendment to the lease agreement is approved by the City Council, the reduction in rent will reduce the City's revenue by \$15,000 per year for three years. The City will also see a savings in capital outlay with not having to place striping on newly paved roads. It is expected that the lost in revenue will be offset by the savings in capital outlay and therefore no fiscal impact.

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the lease agreement with the Rolling Hills Community Association to reduce the rent amount for the period between July 1, 2020 and June 30, 2023.

ATTACHMENTS:

RHCA 2018-2028SignedAgreement.pdf Amendment to Lease with Association (2020)-c1_v2_2020-07-07.docx City- Approved Amendment 6.30.20.docx

CITY OF ROLLING HILLS

LEASE AGREEMENT

This Lease ("Lease") is made and executed as of this 4 day of May, 2018, by and between the City of Rolling Hills (the "City"), a municipal corporation, and the Rolling Hills Community Association of Rancho Palos Verdes (the "Association"), a California non-profit corporation.

Recitals

- A. City and Association were parties to a now expired lease dated June 17, 1993, as amended by an amendment to the lease dated November 13, 2000, covering the Building, Hesse's Gap Riding Ring, Tennis Courts, and Parking Area (as herein defined).
- B. City and Association are parties to another lease dated June 1, 2003, as amended by four (4) amendments on April 1, 2007; April 1, 2010; June 1, 2013; and June 26, 2017, by which City leased the Premises (as herein defined) to Association. This lease expires on May 31, 2018.
- C. City and Association desire to enter into this Lease, effective as of the Commencement Date as specified below, and thereby supersede all other leases.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. FUNDAMENTAL LEASE PROVISIONS:
 - (a) Time:
 - (i) <u>Lease Term</u>: 120 months.
 - (ii) Commencement Date: June 1, 2018
 - (iii.) Expiration Date: May 31, 2028.
 - (b) Rent: \$6,998.00 per month for the ten-year lease period.
 - (c) Use of Premises: The Premises shall be used as follows:
 - (i) The "Building" shall be used by Association for its administration and for meetings of the Association and its board and members,

- and other purposes compatible with the use for which it was designed.
- (ii) The "Hesse's Gap Riding Ring" and the "Clif Hix Riding Ring" shall be used for riding ring purposes, and other purposes compatible with the use for which they were designed.
- (iii) The "Tennis Courts" shall be used for playing recreational tennis, and other purposes compatible with the use for which they were designed.
- (iv) The "Parking Areas" shall be used by Association only for parking of vehicles by Association, its employees, guests, board members, and invitees, and for pedestrian and vehicular ingress and egress.
- (v) The "Storm Hill Park" shall be used as a passive park for such activities as hiking, picnicking, horseback riding, walking, and jogging. Additional uses must be approved by the City and consistent with the City's goals of low intensity and equestrian uses.
- (d) Address for Payments of Rent and Notices:

To City: No. 2 Portuguese Bend Road

Rolling Hills, California 90274

Attn: City Manager

To Association: No. 1 Portuguese Bend Road

Rolling Hills, California 90274

Attn: Community Association Manager

- 2. <u>PREMISES</u>. In consideration of the Association's payment of the rent, and the performance of covenants and conditions herein contained, City hereby leases to Association, and Association hereby hires from City, upon the terms and conditions set forth herein, the following real property and improvements (herein referred to as the "Premises"). The Premises consist of the following:
 - (a) The building improved thereon (herein referred to as the "Building"), located at No. 1 Portuguese Bend Road, Rolling Hills, California 90274.
 - (b) The undivided right to use in common with City one-half (1/2) of the parking spaces improved on the real property identified as the Parking

- Area (the "Parking Area"), located between the Building and the City Hall building at No. 2 Portuguese Bend Road, Rolling Hills, California 90274, together with all roads and walkways to and from the Parking Area for pedestrian and vehicular ingress and egress.
- (c) The Caballeros Riding Ring at Hesse's Gap Riding Ring (the "Hesse's Gap Riding Ring"), located at Poppy Trail and Portuguese Bend Road, Rolling Hills, California 90274.
- (d) The Clif Hix Riding Ring (the "Clif Hix Riding Ring"), located at the end of Buggy Whip Drive, Rolling Hills, California 90274.
- (e) The undivided right to use in common with City the Tennis Courts (the "Tennis Courts"), located at Portuguese Bend Road and Palos Verdes Drive North, Rolling Hills, California 90274.
- (f) The Storm Hill Park ("Storm Hill Park"), an approximately eight (8) acre park identified as Assessors Parcel Number 7570-024-900 approved and recorded in Parcel Map Number 26356.
- 3. <u>TERM.</u> The term of this Lease shall be that period set forth in Section 1(a)(i) hereof. The term shall commence on the Commencement Date set forth in Section 1(a)(ii) hereof, and shall expire on the date set forth in Section 1(a)(iii) hereof. Effective as of the Commencement Date, the prior leases identified in Recitals A and B shall be deemed terminated and of no further force or effect, except for the indemnity obligations described therein, and except for any accrued, unpaid rent, or other charges, which shall survive such termination.
- 4. <u>RENT</u>. Association shall pay City monthly in advance, without deduction or offset, as rent, \$6,998.00.
- 5. CONDITION AND ACCEPTANCE OF PREMISES. Association hereby accepts the Premises, including but not limited to the Building, in their condition existing as of the date hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Association acknowledges that neither City nor City's agents have made any representation or warranty as to the present or future suitability of the Premises, including but not limited to the Building, for Association's intended use thereof, nor has City agreed to undertake any modification, alteration, or

- improvement to the Premises, including but not limited to the Building, except as provided in this Lease.
- 6. TAXES. Association shall pay to the appropriate taxing authority all real property taxes, assessments (general, special, ordinary or extraordinary) possessory interest taxes, license fees, improvement bond or bonded indebtedness, levy or tax, and any personal property taxes attributable to personal property at the Premises, if any are applicable to Association or the Premises, or Association's interest therein, accruing during the term of this Lease. All such payments shall be made at least ten (10) days prior to the delinquency date of such payment. Association shall promptly furnish City with satisfactory evidence that such taxes have been paid. Association may lawfully contest, by appropriate proceedings at Association's sole cost and expense, any taxes or assessments, and may defer payments of the same during any appeal, provided such defense does not adversely affect City's interest in the Premises. If any such taxes paid by Association shall cover any period of time prior to or after the expiration of the term hereof, Association's obligation for such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and City shall reimburse Association to the extent required. If Association shall fail to pay any such taxes, City shall have the right to pay the same, in which case Association shall repay such amount to City with Association's next rent installment, plus any damages caused by such failure.

7. <u>USE OF PREMISES.</u>

- (a) The Premises shall be used and occupied by Association for the purposes described in Section 1(c) hereof, and for such other uses that are not incompatible with the primary uses set forth in Section 1(c).
- (b) Association shall, at Association's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Association of the Premises, including but not limited to the Building. Association shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.
- 8. <u>ALTERATIONS</u>. Except for interior, nonstructural, nonsystemic alterations or additions not cumulatively costing in excess of Ten Thousand Dollars (\$10,000.00) in any calendar year, Association shall not make or allow any other alterations, additions, or improvements in or to the Premises, including but not limited to the Building, without City's prior written consent, and then only by

contractors or mechanics approved in advance in writing by City, which shall not unreasonably withhold consent. In each instance where Association requires City's approval of an alteration, Association shall furnish City with plans showing the proposed alteration to the Premises, including but not limited to the Building. Association covenants and agrees that all work done by or pursuant to the direction and instruction of Association shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental agencies, offices, departments, bureaus, and boards having jurisdiction, and in full compliance with the rules, orders, directions, regulations. and requirements of the Insurance Service Office, and of any similar body. Before commencing any work, Association shall give City at least five (5) days written notice of the proposed commencement of such work and shall, if required by City, secure at Association's own cost and expense, a completion and lien indemnity bond, satisfactory to City, for said work. City shall have the right at all times to post notices of non-responsibility on the Premises and record verified copies thereof in connection with all work of any kind upon the Premises. Notwithstanding the foregoing, Association shall not make any alterations or additions whatsoever to the Parking Areas without City's prior written consent, which may be withheld in City's sole discretion.

MAINTENANCE AND REPAIRS.

- (a) Except as herein specifically provided to the contrary, Association shall at Association's sole cost and expense keep and maintain the Premises, including but not limited to the Building, clean and in good condition and repair. Damage thereto from causes beyond the reasonable control of Association and ordinary wear and tear is excepted. Association shall also:
 - (i) Keep the Premises, including the Parking Area, free of litter and debris and shall regularly clear all drain catch basins of debris.
 - (ii) Maintain all landscaping (except in the Parking Area and Tennis Courts).
 - (iii) Perform all sprinkler repairs or modifications, necessary painting repairs of structures (including fencing), necessary lighting, electrical, or plumbing repairs, and weed abatement (excluding the Parking Area and Tennis Courts), as required by the Los Angeles County Fire Department.
 - (iv) Repair and maintain the roof and structural portions of the Building and building systems. City shall not be liable or have

responsibility for any repairs or maintenance to the Building or the Premises, including the septic tanks servicing the Building and the guard station, except as specifically provided herein to the contrary.

- (v) Provide the services of one (1) maintenance worker to perform five (5) hours of maintenance and repair work around the Premises per month for the term of the Lease. Association shall make the maintenance worker available to City such that he or she may perform the following services:
 - a. Removal of downed tree limbs;
 - b. Unclogging Parking Area drains;
 - c. Power washing concrete walkways;
 - d. Performing small painting projects;
 - e. Repairing three (3) rail fences;
 - f. Repairing any damaged, cracked, or broken asphalt;
 - g. Spreading woodchips around Parking Area planters;
 - h. Replacing exterior lights on Premises;
 - Cleanup of debris around the Premises, as necessary;
 and
 - j. Any other similar tasks which a handyman would normally perform.

Any unused portion of the five (5) hours per month allotted to the City for maintenance and repair work shall carry over to the following month and may accumulate; similarly, City may deliberately accrue unused time in order to apply it towards larger projects. Any services requested shall be performed as soon as reasonably possible pursuant to the availability of maintenance staff, and in no event more than ten (10) days after the request for services is first made by the City. Following any aforementioned maintenance work, Association shall submit to the City per month, as applicable, a document detailing the scope of work including, but not limited to, any costs attributable to the City, the specific tasks performed, the hours expended per task, any supplies or materials used, and any extra assistance utilized in the performance of the requested task.

(vi) Upon termination of the Lease, Association shall surrender the Premises to City in the same condition as when Association's occupation of the Premises commenced, ordinary wear and tear

and damage from causes beyond the reasonable control of Association excepted.

Association waives the right to make repairs at City's expense under Subsection 1 of Section 1932, Sections 1941 and 1942 of the California Civil Code, or any other such law, statute, or similar ordinance now or hereafter in effect.

Subject to the provisions of Section 16 hereof, all damage or injury to the Premises, including but not limited to the Building, caused by the act or negligence of Association, its employees, agents, or visitors, shall promptly be repaired by Association at its sole cost and expense, to the reasonable satisfaction of City. After first giving Association an opportunity to do so, City may make any repairs which are not promptly made by Association and charge Association the cost thereof as additional rent.

Notwithstanding anything provided herein to the contrary, City shall be solely responsible for performing all repairs and maintenance to the Parking Area, but Association shall reimburse City, within 10 days after receipt of a written demand therefore, for one-half (1/2) of the costs incurred by City in repairing and maintaining the Parking Areas, or for performing any alterations or additions to the Parking Areas. Moreover, so long as City uses the Tennis Courts, City agrees to reimburse Association for one-half (1/2) of the costs incurred by Association in repairing and maintaining the Tennis Courts. Finally, City shall, at City's sole cost and expense, provide weekly landscape maintenance to the Parking Areas and Tennis Courts.

Notwithstanding anything provided herein to the contrary, Association shall be solely responsible for performing all maintenance of the equestrian facilities subject to this Lease, but City shall reimburse Association, within 10 days after receipt of a written demand therefore, for one-half (1/2) of the costs incurred by Association in maintaining the equestrian facilities, not to exceed Five Thousand Dollars (\$5,000.00) per year.

(b) If the Insurance Services Office or any other similar body or bureau department or official of the state, county, or city government or any governmental authority having jurisdiction, require that any changes, modifications, replacements, alterations, or additional equipment be made

or supplied in or to any sprinkler system, heat, or smoke detection system or any other so called life-safety system by reason of Association's use of the Premises, or the location of partitions, trade fixtures, or other contents of the Premises, or if any such changes, modifications, replacements, alterations, or additional equipment become necessary to prevent the imposition of a penalty or charge against the full allowance for any such system in the insurance rate as fixed by said Office or by any insurance company, Association shall, at Association's cost and expense, make and supply such changes, modifications, replacements, alterations, or additional equipment; provided, however, if such requirements are of a capital nature, Association shall have the option to terminate this Lease in lieu of constructing such improvements.

- 10. <u>LIENS</u>. Association shall keep the Premises, including the Building, and the property upon which the Premises are situated, free from any liens arising out of the work performed, materials furnished, or obligations incurred by Association. Association further covenants and agrees that should any mechanic's lien be filed against the Premises, including but not limited to against the Building, for work claimed to have been done for or materials claimed to have been furnished to Association, said lien will be discharged by Association, by bond or otherwise, within ten (10) days after the filing thereof, at the cost and expense of Association.
- 11. <u>UTILITIES</u>. The Association shall be responsible for the costs of the utilities to the Building and other leased Premises, including, Hesse's Gap Riding Ring, Clif Hix Riding Ring and Storm Hill Park. The City shall be responsible for the costs of the utilities to its Building, the City Hall Parking areas and the Tennis Courts.
- 12. RIGHT OF ENTRY BY CITY. City and its agents shall have the right to enter the Premises, including the Building, at all reasonable times upon prior reasonable notice to Association for the purpose of examining or inspecting the same, or in the case of an emergency. City shall invite Association to have a representative of Association accompany City in any such inspection, but if Association shall not personally be present to open and permit an entry into the Premises, including but not limited to the Building, at any time when such an entry by City is necessary by reason of emergency, City may enter by means of a master key or pass key or may enter forcibly, without liability to Association except for any failure to exercise due care for Association's property, and any such entry by City shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Association from the Premises or any portion thereof.

13. INDEMNIFICATION AND WAIVER. Association hereby agrees to indemnify, protect, and hold City harmless against and from any and all liabilities and claims of damages or injury arising from Association's use of the Premises, the Building and adjacent Parking Areas, or from any activity, work, or thing done, permitted or suffered by Association in the Premises, Building, and adjacent Parking Areas. and shall further indemnify, protect, and hold harmless City against and from any and all liability for claims arising from any breach or default in the performance of any obligation on Association's part to be performed under the terms of this Lease, or arising from any act, neglect, fault, or omission of the Association, or of its agents, employees, visitors, invitees, or licensees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in case any action or proceeding is brought against City by reason of such claim, Association, upon notice from City, shall defend the same at Association's expense by counsel reasonably satisfactory to and approved by City. Association, as a material part of the consideration to City, hereby assumes all risk of damage to Association's property or injury to Association's employees, agents, visitors, invitees, and licensees in or upon the Premises, including the Building and Parking Areas, and Association hereby waives all claims in respect thereof, from any cause whatsoever, against City. City shall not be liable to Association for any damage therefrom to Association or Association's property from any cause beyond City's reasonable control. Association hereby agrees that in no event shall City be liable for any consequential damages.

14. INSURANCE.

(a) At all times during the term hereof, Association shall maintain in effect policies of Property Insurance, including fire and extended coverage insurance providing coverage for the following: (i) the Building, Hesse's Gap Riding Ring, Clif Hix Riding Ring, Tennis Courts, Storm Hill Park, and leasehold improvements (including any alterations, additions, or improvements as may be made by Association pursuant to provisions hereof), and (ii) trade fixtures and other personal property, on or upon the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost during the term of this Lease. The Property Insurance shall provide protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism, malicious mischief, earthquakes, and special extended perils ("all risk" as the term is used in the insurance industry). Proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set

- forth herein, the proceeds under (ii) above shall be paid to Tenant, and the balance shall be paid to Landlord.
- (b) Association shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive General Liability Insurance for bodily injury and property damage, adequate to protect City against liability for injury to or death of any person, arising in connection with the Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of Five Million Dollars (\$5,000,000), insuring against any and all liability of the insured with respect to said Premises or arising out of the use or occupancy thereof.
- (c) All insurance required to be carried by Association hereunder shall be issued by responsible insurance companies possessing a Best's rating of no less than A-:VII, qualified to do business in the State of California, and reasonably acceptable to City. Each policy shall name City an additional insured, and copies of all policies or certificates of insurance evidencing the existence and amounts of such insurance shall be delivered to City by Association. No such policy shall be cancelable except after thirty (30) days prior written notice to City. Association shall furnish City with renewals or "binders" of any such policy at least thirty (30) days prior to the expiration thereof. Association agrees that if Association does not take out and maintain such insurance, City may (but shall not be required to) procure said insurance on Association's behalf and charge the Association the premiums, payable upon demand.
- (d) Not less often than every three (3) years during the term of this Lease, Association and City shall agree in writing on the full replacement cost of the Premises pursuant to this Section. If, in the reasonable opinion of City, the amount or type of public liability and property damage insurance coverage, or any other amount or type of insurance at that time is not adequate or not provided for herein, Association shall either acquire or increase the insurance coverage as required by either City or City's lender.
- 15. WAIVERS OF SUBROGATION. Each of the parties hereby waives any and all rights of recovery against the other or against any other tenant or occupant of the Premises, or against the officers, employees, agents, representatives, customers, and business visitors of such other party or of such other tenant or occupant of the Premises, for loss or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of property insurance policy with all permissible extensions and endorsements covering extended perils or under any other policy of insurance

carried by such waiving party in lieu thereof, to the extent such policies then in force permit such waiver.

DAMAGE OR DESTRUCTION.

- (a) In the event the Premises, including but not limited to the Building, are damaged by any casualty, Association shall be responsible for repairing such damage and restoring the Premises, including but not limited to the Building, except in the following circumstances:
 - (i) The repair or restoration thereof, in City's opinion, cannot be completed within one hundred eighty (180) days of commencement of repair or restoration; or
 - (ii) The repair or restoration is not covered by insurance, or the estimated cost thereof exceeds by fifty percent (50%) the insurance proceeds available for repair or restoration plus any amount which Association is obligated or elects to pay for such repair or restoration; or
 - (iii) The estimated cost of repair or restoration of the Premises exceeds fifty percent (50%) of the full replacement cost of the Building; or
 - (iv) The Building cannot be restored except in a substantially different structural or architectural form than existed before the damage and destruction.

In any of these events, either City or Association shall have the option to either terminate this Lease or to repair or restore the Premises, including but not limited to the Building. In the event that either party elects to terminate this Lease, the terminating party shall give notice to the other within sixty (60) days after the occurrence of such damage, terminating this Lease as of the date specified in such notice, which date shall not be more than thirty (30) days after the giving of such notice. In the event such notice is given, this Lease shall expire and all interest of Association in the Premises shall terminate on the date specified in the effective notice.

(b) Upon any termination of this Lease under any of the provisions of this Article, the parties shall be released thereby, without further obligation to the other, from the date possession of the Premises is surrendered to the City, except for items which have theretofore accrued and are then unpaid.

- (c) If this Lease is terminated by either party as provided hereunder,
 Association shall deliver and assign to City all proceeds of insurance
 payable on the policies of insurance that Association is required to carry
 hereunder.
- (d) The provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the Civil Code of the State of California, including any amendments thereto and any other law which may hereinafter be in force during the term of this Lease which authorizes the termination of the Lease upon the partial or complete destruction of the Premises, are hereby waived by Association.
- 17. EMINENT DOMAIN. If the whole or part of the Premises shall be taken or shall substantially interfere with Association's use and occupancy, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Association or City may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Association hereby assigns to City any award which may be made in such taking or condemnation, together with any and all rights of Association now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give City any interest in or require Association to assign to City any award made to Association for the taking of personal property and fixtures belonging to Association and removable by Association at the expiration of the term hereof, as provided hereunder, or for the interruption of, or damage to Association's business or for Association's relocation expenses recoverable against the condemning authority. Nothing contained herein shall be construed as a waiver of the City's right to condemn the Premises.

18. DEFAULT.

- (a) Any of the following events shall constitute a default under this Lease by Association:
 - (i) Association's failure to pay any rent or other charges on their due date and the continuation of such delinquency for 15 consecutive days after written notice thereof from City;
 - (ii) Association's abandonment of the Premises;

- (iii) Except as expressly permitted under this Lease, any attempted conveyance, assignment, mortgage, or subletting of this Lease;
- (iv) Association's general assignment or arrangement for the benefit of creditors; the filing by or against Association of a petition to have Association adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy and the failure of Association, or Association's trustee-in-bankruptcy (as the case may be) to assume this Lease within sixty (60) days after the date of the filing of the petition, (or within such additional time as the court may fix for cause within such sixty (60) day period), or the rejection of this Lease by Association or the trustee of Association during such sixty (60) day period; the taking of any action at the corporate level by Association to authorize the filing of a petitionin-bankruptcy on behalf of Association; the appointment by a court other than a bankruptcy court of a trustee or receiver to take possession of substantially all of Association's assets located at the Premises or of Association's interest in this Lease unless possession is restored to Association within thirty (30) days:
- (v) If Association shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under the laws of the State of California, or if any proceedings are filed by or against Association under the United States Bankruptcy Code (11 U.S.C. §101 et seq.), or any similar provisions of any future federal bankruptcy law, or if a receiver or a trustee of the property of Association shall be appointed under California law by reason of Association's insolvency or inability to pay its debts as they become due or otherwise; or if any assignment shall be made of Association's property for the benefit of creditors under California law;
- (vi) The failure by Association to observe or perform any covenant, condition, or provision in this Lease not already specifically mentioned in this Section, where such failure is material and continues for thirty (30) days after written notice from City notifying Association of such failure; provided, however that if the nature of Association's default is such that more than thirty (30) days are reasonably required for its cure, then Association shall not be deemed to be in default if Association commenced to cure such default within said 30-day period and thereafter diligently prosecutes such cure to completion.

- In the event of any default by Association, City may promptly or at (vii) any time thereafter, upon notice and demand and without limiting City in the exercise of any other right or remedy which City may have by reason of such default or breach, terminate Association's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Association shall immediately surrender possession of the Premises to City. In such event, City shall be entitled to recover from Association any amount provided by California Civil Code Section 1951.2, plus any other amount necessary to compensate City for all detriment proximately caused by Association's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting (including advertising), brokerage commissions and fees, costs of putting the Premises in good order, condition and repair, including necessary renovation and alteration of the Premises including the Building, reasonable attorney's fees, court costs, all costs for maintaining the Premises including the Building, all costs incurred in the appointment of and performance by a receiver to protect the Premises including the Building or City's interest under the Lease, and any other reasonable cost; or pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California.
- (viii) Even though Association may have breached this Lease and abandoned the Premises, at City's option this Lease shall continue in effect for so long as City does not terminate Association's right to possession, and City may enforce all of its rights and remedies hereunder, including the right to recover rent as it comes due under this Lease, and in such event City will permit Association to sublet the Premises or to assign its interest in the Lease, or both, with the consent of City, which consent will not unreasonably be withheld provided the proposed assignee or sublessee is reasonably satisfactory to City as to credit and will occupy the Premises for the same purposes specified herein. For purposes of this subsection (c), the following shall not constitute a termination of Association's right to possession: (i) acts of maintenance or preservation or efforts to relet the Premises; or (ii) the appointment of a receiver under the initiative of City to protect City's interest under this Lease.

19. ASSIGNMENT AND SUBLETTING.

- Association acknowledges that the Premises are uniquely beneficial to the (a) Association. Therefore, Association shall not assign or transfer this Lease. or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the invitees, agents, and servants of Association excepted) to occupy or use the Premises, or any portion thereof, or agree to any of the foregoing, without in each case first obtaining the written consent of City. which may be granted or withheld in City's sole and absolute discretion. Any such assignment, transfer, pledge, hypothecation, encumbrance. sublease or occupation of, or the use of the Premises by any other person without such consent, shall be void. Neither this Lease nor any interest of Association herein shall be assignable by operation of law, without the written consent of City. Any consent to any assignment, transfer, pledge. hypothecation, encumbrance, sublease, or occupation or use of the Premises by any other person which may be given by City shall not constitute a waiver by City of the provisions of this Section or a release of Association from the full performance by it of the covenants herein contained.
- (b) Each permitted assignee, transferee, or sublessee, other than City, shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Association for the payment of the rent and for the due performance or satisfaction of all of the provisions, covenants, conditions, and agreements herein contained on Association's part to be performed or satisfied. No permitted assignment shall be binding on City unless such assignee or Association shall deliver to City a counterpart of such assignment which contains a covenant of assumption by the assignee, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.
- 20. <u>ESTOPPEL CERTIFICATES</u>. Association shall at any time, upon not less than ten (10) days' prior written notice from City, execute, acknowledge, and deliver to City a statement in writing certifying, affirming, or confirming certain information including, without limitation, that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental, if any, and other charges, if any, are paid in advance, and acknowledging that there are not, to Association's knowledge, any uncured defaults on the part of City hereunder, and no events or conditions then in

existence which, with the passage of time or notice or both, would constitute a default on the part of City hereunder, or specifying such defaults, events, or conditions, if any are claimed. It is expressly understood and agreed that any prospective purchaser or encumbrancer of all or any portion of the Premises or of the real property of which it is a part shall be entitled to rely upon any such statement. Association's failure to deliver such statement within such time shall, at the option of City, constitute a material breach or default under this Lease. If such option is not so exercised by City (and despite any later delivery by Association of such statement), Association's failure to deliver same in a timely manner shall be conclusive upon Association that (i) this Lease is in full force and effect without modification except as may be represented by City; (ii) there are no uncured defaults in City's performance; and (iii) not more than two (2) months' rental has been paid in advance.

- 21. <u>INTEREST ON PAST DUE OBLIGATIONS</u>. Except as otherwise expressly provided in this Lease, any amount due from Association to City hereunder which is not paid when due shall bear interest at the highest rate then allowed to be changed by non-exempt lenders under the usury laws of the State of California from the date due until the date paid.
- 22. ARBITRATION. In the event that the parties have failed for a period of sixty (60) days to reach agreement on any controversies, claims, and matters of difference, the parties agree to submit such controversies, claims, and matters of difference to arbitration according to the rules and practices of the American Arbitration Association in force. This submission and agreement to arbitrate shall be specifically enforceable. There shall be three (3) arbitrators who shall be residents of the City and members of the Association. One (1) arbitrator shall be appointed by the City, one (1) by the Association, and those two (2) shall select the third arbitrator. A decision agreed on by two (2) of the arbitrators shall be the decision of the arbitration panel. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding and there shall be no appeal therefrom.
- 23. <u>CITY'S DEFAULTS</u>. City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation for thirty (30) days after written notice by Association to City specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance then City shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute or pursue the same to completion. In no event shall Association have the right to terminate this Lease as

- a result of Association's default, and Association's remedies shall be limited to damages or an injunction.
- 24. <u>HOLDING OVER</u>. Should Association, with or without City's written consent, hold over after the termination of this Lease, such possession by Association shall be deemed to be a month-to-month tenancy terminable by thirty (30) days' notice given at any time, upon each and all of the terms herein provided as may be applicable to a month-to-month tenancy and any such holding over shall not constitute an extension of this Lease. The foregoing provisions of this Article are in addition to and do not affect City's right of re-entry or any other rights of City hereunder or as otherwise provided by law. If Association fails to surrender the Premises upon the expiration of this Lease despite demand to do so by City, Association shall indemnify and hold City harmless from all losses or liability, including without limitation, any claim made by any succeeding tenant or entity founded on or resulting from such failure to surrender, and any loss of rent from prospective tenant or entity.
- 25. WAIVER. No delay or omission in the exercise of any right or remedy by either party to this Lease on the occurrence of any default by the other party to this Lease shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by City of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of City, including, without limitation. the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Association before the expiration of the term. Only written notice from City to Association shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. City's consent to or approval of any act by Association requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act by Association. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.
- 26. FORCE MAJEURE. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter, or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter, or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided,

however, nothing contained in this Section shall excuse Association from the prompt payment of any rental or other charge required of Association hereunder, except as specifically provided in Section hereof to the contrary.

MISCELLANEOUS.

- (a) Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- (b) In the event of any litigation between Association and City, to enforce any provision of this Lease or any right of either party hereto, or to secure a judicial determination of any right or obligation of either party hereto, the unsuccessful party in such litigation shall pay to the successful party all reasonable costs and expenses, including reasonable attorneys' fees, incurred therein. Moreover, if either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify City or Association, as the case may be, against and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith.
- (c) Time is of the essence hereunder.
- (d) The section captions contained in this Lease are for convenience and do not in any way limit or amplify any term or provision of this Lease and shall have no effect on its interpretation.
- (e) The terms "City" and "Association" as used herein shall include the plural as well as the singular, and the neuter shall include the masculine and feminine genders. The obligations herein imposed upon Association shall be joint and several as to each of the persons, firms, or corporations of which Association may be composed.
- (f) This Lease and the exhibits and any rider or addendum attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto or their successors in interest.

- (g) This Lease shall be interpreted and enforced in accordance with the laws of the State of California, which shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Lease.
- (h) Upon Association's observing and performing all of the covenants, conditions, and provisions on Association's part to be observed and performed hereunder, Association shall have quiet possession of the Premises for the entire term hereof, subject to all of the provisions of this Lease.
- (i) Except as otherwise provided in this Lease, all of the covenants, conditions, and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- (j) Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, addressed to Association or to City at the addresses provided in Section 1(d) hereof. Either party may by proper notice to the other specify a different address for notice purposes.
- (k) The text of this Lease shall be construed, in all respects, according to its fair meaning, and not strictly for or against either City or Association.
- (l) This Lease shall not be recorded, except that if City requests Association to do so, the parties shall execute a memorandum of this Lease in recordable form and Association shall execute and deliver to City on the expiration or termination of this Lease, immediately on City's request, a quitclaim deed to the Premises, in recordable form, designating City as transferee. All expenses incurred shall be borne by City.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CITY OF ROLLING HILLS

Watrick/Wilson

MAYOR

ATTEST:

Wette Hall,
City Clerk

ROLLING HILLS COMMUNITY ASSOCIATION OF RANCHO PALOS VERDES

65277.00001\30940221.1

CITY OF ROLLING HILLS

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease Agreement ("First Amendment") is made and executed as of
this day of,, by and between the City of Rolling Hills (the "City"), a
municipal corporation, and the Rolling Hills Community Association of Rancho Palos Verdes
(the "Association"), a California non-profit corporation.

Recitals

- A. City and Association are parties to a lease dated May 14, 2018 (the "Lease"), by which City leases the Premises (as therein defined) to Association.
- B. City and Association desire to amend the Lease to adjust the amount of the rent and to clarify Association obligations.

NOW, **THEREFORE**, the parties hereto agree as follows:

- 1. Subdivision b (Rent) of Paragraph 1 (Fundamental Lease Provisions) shall be amended to read as follows:
 - 1. FUNDAMENTAL LEASE PROVISIONS:

. . .

- (b) Rent:
 - (i) May 1, 2018 to June 30, 2020: \$6,998.00 per month.
 - (ii) July 1, 2020 to June 30, 2023: \$5,749.25 per month.
 - (iii) July 1, 2023 to May 31, 2028: \$6,998.00 per month.
- 2. Paragraph 4 (Rent) shall be amended to read as follows:
 - 4. <u>RENT</u>. Association shall pay City monthly in advance, without deduction or offset, as rent, the following:
 - (a) May 1, 2018 to June 30, 2020: \$6,998.00 per month.
 - (a) July 1, 2020 to June 30, 2023: \$5,749.25 per month.
 - (b) July 1, 2023 to May 31, 2028: \$6,998.00 per month.

3. Paragraph 8 (Alterations) shall be amended to read as follows:

8. ALTERATIONS.

- Except for interior, nonstructural, nonsystemic alterations or additions not (a) cumulatively costing in excess of Ten Thousand Dollars (\$10,000.00) in any calendar year, Association shall not make or allow any other alterations, additions, or improvements in or to the Premises, including but not limited to the Building, without City's prior written consent, and then only by contractors or mechanics approved in advance in writing by City. City's approval for Association-proposed contractors and mechanics shall not be unreasonably withheld. In each instance where Association requires City's approval of an alteration, Association shall furnish City with plans showing the proposed alteration to the Premises, including but not limited to the Building. Association covenants and agrees that all work done by or pursuant to the direction and instruction of Association shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental agencies, offices, departments, bureaus, and boards having jurisdiction, and in full compliance with the rules, orders, directions, regulations, and requirements of the Insurance Service Office, and of any similar body. Before commencing any work, Association shall give City at least five (5) days written notice of the proposed commencement of such work and shall, if required by City, secure at Association's own cost and expense, a completion and lien indemnity bond, satisfactory to City, for said work. City shall have the right at all times to post notices of non-responsibility on the Premises and record verified copies thereof in connection with all work of any kind upon the Premises. Notwithstanding the foregoing, Association shall not make any alterations or additions whatsoever to the Parking Areas without City's prior written consent, which may be withheld in City's sole discretion.
- (b) Should Association make or allow any alterations, additions, or improvements to Association-owned streets, which affect traffic control devices, including markings and striping, Association shall be responsible for restoring such traffic control devices in the same manner, method, and form as was previously provided by City, subject to advanced written approval by City, or as otherwise directed by City in writing. All such traffic control devices shall conform to the uniform standards and specifications adopted by the Department of Transportation pursuant to Vehicle Code § 21400.
- 3. All terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

	CITY OF ROLLING HILLS
	Jeff Pieper, MAYOR
ATTEST:	
Elaine Jeng, P.E.	
City Clerk/City Manager	ROLLING HILLS COMMUNITY ASSOCIATION OF RANCHO PALOS VERDES
	Fred Lorig PRESIDENT

(310) 544-6222

ROLLING HILLS



CALIFORNIA

(310) 544-6766 FAX

June 30, 2020

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

Re: Approval of Amendment

Dear Ms. Jeng,

This lette is to notify you that at the June 18, 2020 RHCA Board meeting the Board approved an amendment for RHCA to take over road striping for the City and in return the City would deduct an amount equal to the cost of the striping from the rent RHCA pays to the City.

Please feel free to contact the office if you have any questions.

Sincerely,

Myrna Jacott Administrative Assistant

CC: City Council Mayor, Jeff Piper <u>jPieper@cityofRH.net</u>



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.C Mtg. Date: 07/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: **ELAINE JENG, CITY MANAGER**

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER ROLLING HILLS COMMUNITY **ASSOCIATION'S**

REQUEST TO REPLACE, IN THE EVENT OF FAILURE, THE EXISTING

SEPTIC TANK SERVING THE MAIN GATEHOUSE.

DATE: July 13, 2020

BACKGROUND:

On May 11, 2020, the City Council decided to move forward with engineering design for the 8" sewer line that could serve the restroom at the main gatehouse. City staff contacted RHCA and informed them of the Council's action.

On May 20, 2020, RHCA requested to replace the existing septic tank in the event of failure. On May 26, 2020, the City Council considered the request and decided to delay action on the request so that the Mayor can discuss the matter with the RHCA Board President to consider other preventive measures that can be implemented to avoid replacement of the existing septic tank.

DISCUSSION:

In addition to moving forward with engineering design for the 8" sewer main along Portuguese Bend Road, the City Council also approved a three year Capital Improvement Plan tentatively commencing the construction of the 8" sewer main to begin towards the end of the FY 2020-2021.

RHCA Manager expressed that the existing septic tank is 80 years old and the failure rate is very high given its age. The completion of the 8" sewer main line is anticipated at least 18 months out. To prepare for the worst, the RHCA Manager wanted to secure the City Council's approval for emergency replacement only if it is necessary.

The existing septic tank is only accepting discharge from one facility with one or two staff members using the facility in a eight to ten hour shift. The flow is minimal. The RHCA should consider increase routine maintenance to prevent catastrophic failure and to upkeep the tank until the 8" sewer main line is ready for connection.

FISCAL IMPACT:

If the City Council approves RHCA's request, RHCA will be responsible solely for the construction cost

and associated permit fees. The proposed septic tank replacement will not have fiscal impacts to the City.

RECOMMENDATION:

Staff recommends that the City Council deny the Rolling Hills Community Association's request to replace the existing septic tank and instead recommend increasing maintenance frequency of the septic tank.

ATTACHMENTS:

2020-05-26_StaffReport_7A_RHCAReplaceSepticTankEmergency.pdf 20-05-20__Lttr_from_KristenR_regarding_the_septic_tank_replacement.pdf



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.A Mtg. Date: 05/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOHANA CORONEL, CITY CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT:

CONSIDER ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO REPLACE THE EXISTING SEPTIC TANK SERVING THE

RESTROOM AT MAIN GATE.

DATE: May 26, 2020

BACKGROUND:

The Rolling Hills Community Association (RHCA) requested the City Council's approval to implement improvements at the Tennis Courts. Per the lease agreement between the City and RHCA, the tenant RHCA is required to seek the City's approval before undertaking capital improvements above a defined dollar amount.

At the August 26, 2019 meeting, preliminary cost estimates of the proposed tennis court improvements were provided to the City Council. The City Council made additional inquiries for more precise estimates and discussed the logistics of RHCA's proposed project and the City's planned ADA improvements at the tennis courts.

At the October 14, 2019 City Council meeting, City staff provided an oral report on the RHCA's project based on updated information provided by RHCA.

In January 2020, RHCA amended their initial request and limited the ask to replace the existing septic tank serving the restroom at the main gatehouse. RHCA submitted a proposal from Peninsula Septic Service, Inc., for \$71,400. If approved by the Council, the replacement was anticipated for March/April 2020. The tennis court improvement project, inclusive of a new restroom and sink, is currently in design. Staff recommended that the City Council solicit additional information relating to the tennis court improvement project before deciding on RHCA's request to replace the existing septic tank.

On May 11, 2020 the Council decided to move forward with engineering design for the 8-inch sewer line that could also serve the restroom at the main gatehouse. City staff contacted RHCA and informed them of the Council's action.

DISCUSSION:

On May 20, 2020, given Council's direction on the sewer main line, RHCA expressed no issues with waiting for the completion of the project and withdrew their request to replace the existing septic tank. However, in recognition of the age of the existing septic tank and the potential failure of the septic tank while the City advances the construction of the 8" sewer main line along Portuguese Bend Road, RHCA is requesting that the City approve the replacement of the septic tank on an emergency basis. RHCA expressed that they will pay for the construction and permit fees related to the septic tank replacement, if needed.

FISCAL IMPACT:

Consideration of RHCA's proposal to replace the existing septic tank will not have fiscal impacts to the City. If the City Council approves RHCA's request, RHCA will be responsible for the construction cost and associated permit fees.

RECOMMENDATION:

Staff recommends the City Council approve the RHCA request to replace the existing septic tank in the event of failure.

ATTACHMENTS:

20-05-20 Lttr from KristenR regarding the septic tank replacement.pdf

No. 1 Portuguese Bend Rd.

ROLLING HILLS, CALIF. 90274

(310) 544-6222

ROLLING HILLS



CALIFORNIA

(310) 544-6766 FAX

May 20, 2020

Rolling Hills City Council 2 Portuguese Bend Road Rolling Hills, CA 90274

Re:

Modification to Request to Replace Septic Tank at Main Gate

Honorable Council Members,

I understand that the Council has agreed to go forward with the next phase of the sewer study that would connect City Hall and adjacent area to the sewer down Rolling Hills Road. This is exciting progress, and large projects like this take time to develop and understand if the Council would like to postpone making a decision on the RHCA's request to replace the septic tank that services the main gate and tennis area.

With that said, the septic system is 80 years old, I would like to request that the City Council consider granting a conditional approval of the replacement of the septic tank, on the condition that the septic tank is failing and cannot continue to service the gatehouse until the sewer line is constructed.

The reason I am asking for this is that the permitting process can be long and requires approval from the property owner, which is the City. If the septic system were to fail, we would like to replace it as quickly as possible, so the gate staff and the tennis players are not using a porta potty and temporary sink longer than necessary. This conditional approval would allow the City to sign the paperwork to apply for a permit with the health department as soon as we were notified that the system was no longer functional and not have to wait for the next City Council meeting to get the process started.

Hopefully, this will not happen and the gatehouse will be able to directly hook up to the sewer system when it is installed, but we would like to have this in place, just in case.

Thank you for your consideration.

Sincerely,

Kristen Raig Manager



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.D Mtg. Date: 07/13/2020

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** AN**AMENDMENT** TO THE

> MEMORANDUM OF UNDERSTANDING WITH THE PENINSULA CITIES AND THE PALOS VERDES PENINSULA SCHOOL DISTRICT TO CONTINUE TO COST SHARE TWO SCHOOL RESOURCE OFFICERS FOR THREE YEARS COMMENCING ON AUGUST 1, 2020.

DATE: July 13, 2020

BACKGROUND:

In 2019, PVPUSD Board of Directors approved a contract with Allied Universal for two full-time, armed SROs. The SRO positions have been filled by two former sworn LA County Sheriff's Department sergeants. Both officers are available as a resource to Peninsula High School, Palos Verdes High School, Rancho Del Mar High School, middle and elementary schools. The peninsula cities and the Palos Verdes Peninsula Unified School District (PVPUSD) share the costs of the SRO Program proportionate to student enrollment and resident population. PVPUSD will keep funding 50% of the cost of the two SRO positions.

DISCUSSION:

The peninsula cities and PVPUSD will continue to cost share the two school resource officers for three years commencing on August 1, 2020. The Amended MOU extended the term of the Agreement from one year to three years and eliminated the language pertaining to protecting "school property". The City of Rancho Palos Verdes and the PVPUSD have signed the Amended MOU. The City of Rolling Hills Estates will be presenting the Amended MOU to their City Council on July 28, 2020 for consideration and approval. The City of Palos Verdes Estates is currently in the process of considering approval the Amended MOU.

FISCAL IMPACT:

The School Resource Officer Program will cost \$3,000 annually. Funding will come from the Law Enforcement Fund Budget for Fiscal Year 2020/21.

RECOMMENDATION:

Staff recommends that the City Council approve the amended MOU.

ATTACHMENTS:

Amendment to MOU for School Security Officer-c1.DOCX -- Wynder Comments.DOCX RPV Signed Copy_SRO MOU.pdf MOUForSchoolSecurityOfficers.pdf Amendment to MOU for School Security Officer.pdf

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN

THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT AND THE CITY OF RANCHO PALOS VERDES, THE CITY OF ROLLING HILLS ESTATES, THE CITY OF PALOS VERDES ESTATES, AND THE CITY OF ROLLING HILLS FOR SCHOOL SECURITY OFFICERS

This First Amendment to Memorandum of Understanding ("MOU"), is effective as of _______ 2020 ("Effective Date") and is between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("District"), on the one hand, and the CITY OF RANCHO PALOS VERDES ("Rancho Palos Verdes"), a general law city & California municipal corporation, the CITY OF ROLLING HILLS ESTATES ("Rolling Hills Estates"), a California municipal corporation, the CITY OF PALOS VERDES ESTATES ("Palos Verdes Estates"), a California municipal corporation, and the CITY OF ROLLING HILLS ("Rolling Hills"), a California municipal corporation, on the other hand. (These entities may be referred to collectively or individually as "Parties" or "Party").

RECITALS

- A. The Parties entered into a one-year term Memorandum of Understanding dated August 26, 2019, whereby District agreed to hire two security officers to provide education, training, and intervention services at the District Sites (as therein defined), and whereby Cities (as therein defined) agreed to contribute general municipal funds towards hiring and maintaining one of the two security officers for the purpose of increasing public safety (the "Memorandum of Understanding"); and
- B. The Parties desire to amend the Memorandum of Understanding to extend the term for another three (3) years and to require such security officers to generate monthly written activity reports so that the Parties may evaluate the performance of the security officers.

NOW, THEREFORE, the Parties agree as follows:

- 1. The one-year Term set forth in Section 2 is hereby extended for an additional three (3) years, and this Memorandum of Understanding will expire on August 26, 2023.
 - 2. Paragraphs (c) and (f) of Section 3 are amended to read as follows:

Section 3. <u>District Obligations.</u>

c. <u>Cooperation.</u> The Security Officers shall work at the District Sites for the purpose of protecting persons thereon. The Security Officers' work hours shall generally coincide with school operation hours but can be adjusted by the District as reasonably necessary. The Security Officers

Page 1 of 7

shall act under the control and supervision of the District's Superintendent or designee. The Security Officers shall work in cooperation with the District's Superintendent, District Site principals, faculty, and staff to establish duties, responsibilities, and priorities. The Security Officers shall generate activity reports on a monthly basis describing their activities and provide such activity reports to the District by a date determined by the District.

. .

- f. <u>Updates to the Cities</u>. The District shall provide updates regarding the names, duties, responsibilities, priorities, and monthly costs of the Security Officers as well as the monthly activity reports generated by the Security Officers to the Cities on a monthly basis pursuant to Section 8(a) of this MOU.
- 3. All terms and conditions of the Memorandum of Understanding not amended by this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

[SIGNATURE PAGES FOLLOW]

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

By:	Date:
Alex Cherniss, Superintendent	
ATTEST:	
Ву:	
APPROVED AS TO FORM:	
n	

CITY OF RANCHO PALOS VERDES

Ву:	Date:
John Cruikshank, Mayor	
ATTEST:	
By: Emily Colborn, City Clerk	
APPROVED AS TO FORM:	
By: William Wynder, City Attorney	

CITY OF ROLLING HILLS ESTATES

By:	Date:
Velveth Schmitz, Mayor	
ATTEST:	
By: Lauren Pettit, City Clerk	
APPROVED AS TO FORM:	
By:	

CITY OF PALOS VERDES ESTATES

By:		Date:	
David McGow	an, Mayor	,	
ATTEST:			
By: Kylynn Chane	y,City Clerk		
APPROVED AS TO	FORM:		
By:Christi Hogin,	City Attorney		

CITY OF ROLLING HILLS

Ву:	Date:	
Jeff Pieper, Mayor		
ATTEST:		
By: Yohana Coronel, City Clerk		
APPROVED AS TO FORM:		
By: Michael Jenkins, City Attorney		
who had od hand, Oity Attorney		

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN

THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT AND THE CITY OF RANCHO PALOS VERDES, THE CITY OF ROLLING HILLS ESTATES, THE CITY OF PALOS VERDES ESTATES, AND THE CITY OF ROLLING HILLS FOR SCHOOL SECURITY OFFICERS

This First Amendment to Memorandum of Understanding ("MOU"), is effective as of 2020 ("Effective Date") and is between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("District"), on the one hand, and the CITY OF RANCHO PALOS VERDES ("Rancho Palos Verdes"),a general law city & California municipal corporation, the CITY OF ROLLING HILLS ESTATES ("Rolling Hills Estates"), a California municipal corporation, the CITY OF PALOS VERDES ESTATES ("Palos Verdes Estates"), a California municipal corporation, and the CITY OF ROLLING HILLS ("Rolling Hills"), a California municipal corporation, on the other hand. (These entities may be referred to collectively or individually as "Parties" or "Party").

RECITALS

- A. The Parties entered into a one-year term Memorandum of Understanding dated August 26, 2019, whereby District agreed to hire two security officers to provide education, training, and intervention services at the District Sites (as therein defined), and whereby Cities (as therein defined) agreed to contribute general municipal funds towards hiring and maintaining one of the two security officers for the purpose of increasing public safety (the "Memorandum of Understanding"); and
- B. The Parties desire to amend the Memorandum of Understanding to extend the term for another three (3) years and to require such security officers to generate monthly written activity reports so that the Parties may evaluate the performance of the security officers.

NOW, THEREFORE, the Parties agree as follows:

- 1. The one-year Term set forth in Section 2 is hereby extended for an additional three (3) years, and this Memorandum of Understanding will expire on August 26, 2023.
 - 2. Paragraphs (c) and (f) of Section 3 are amended to read as follows:

Section 3. <u>District Obligations.</u>

c. <u>Cooperation</u>. The Security Officers shall work at the District Sites for the purpose of protecting persons thereon. The Security Officers' work hours shall generally coincide with school operation hours but can be adjusted by the District as reasonably necessary. The Security Officers

Page 1 of 7

shall act under the control and supervision of the District's Superintendent or designee. The Security Officers shall work in cooperation with the District's Superintendent, District Site principals, faculty, and staff to establish duties, responsibilities, and priorities. The Security Officers shall generate activity reports on a monthly basis describing their activities and provide such activity reports to the District by a date determined by the District.

. .

- f. <u>Updates to the Cities</u>. The District shall provide updates regarding the names, duties, responsibilities, priorities, and monthly costs of the Security Officers as well as the monthly activity reports generated by the Security Officers to the Cities on a monthly basis pursuant to Section 8(a) of this MOU.
- 3. All terms and conditions of the Memorandum of Understanding not amended by this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

[SIGNATURE PAGES FOLLOW]

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

By:	Date:
By: Alex Cherniss, Superintendent	
ATTEST:	
A112011	
By:	
APPROVED AS TO FORM:	

CITY OF RANCHO PALOS VERDES

By: John Gruikshank, Mayor

Date: 4 26 20

ATTEST:

By: Deputy F. Emily Colborn, City Clerk

APPROVED AS TO FORM:

By: William Wynder, City Attorney

CITY OF ROLLING HILLS ESTATES

Ву:	Date:
Velveth Schmitz, Mayor	
ATTEST:	
Ву:	
Lauren Pettit, City Clerk	
APPROVED AS TO FORM:	
APPROVED AS TO FORM.	
By:	
Donald Davis, City Attorney	

CITY OF PALOS VERDES ESTATES

By:	Date:
David McGowan, Mayor	<u></u>
ATTEST:	
By: Kylynn Chaney, City Clerk	
Kylynn Chaney, City Clerk	
APPROVED AS TO FORM:	
Ву:	
Christi Hogin, City Attorney	

CITY OF ROLLING HILLS

Ву:	Date:	
Jeff Pieper, Mayor		
ATTEST:		
D		
By: Yohana Coronel, City Clerk		
APPROVED AS TO FORM:		
Michael Jankina City Attarney		
Michael Jenkins, City Attorney		

MEMORANDUM OF UNDERSTANDING BETWEEN

THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT AND THE CITY OF RANCHO PALOS VERDES, THE CITY OF ROLLING HILLS ESTATES, THE CITY OF PALOS VERDES ESTATES, AND THE CITY OF ROLLING HILLS FOR SCHOOL SECURITY OFFICERS

This Memorandum of Understanding ("MOU"), is effective as of 8/26/2019 ("Effective Date") and is between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("District"), on the one hand, and the CITY OF RANCHO PALOS VERDES ("Rancho Palos Verdes"),a California municipal corporation, the CITY OF ROLLING HILLS ESTATES ("Rolling Hills Estates"), a California municipal corporation, the CITY OF PALOS VERDES ESTATES ("Palos Verdes Estates"), a California municipal corporation, and the CITY OF ROLLING HILLS ("Rolling Hills"), a California municipal corporation, on the other hand. (These entities may be referred to collectively or individually as "Parties" or "Party").

RECITALS

- A. It is the mission of the District to provide a safe, secure, and orderly learning environment for all students within the District by protecting life and property; and
- B. To fulfill its mission, the District desires to hire security officers to provide education, training, and intervention services at the school campuses on the Palos Verdes Peninsula, including at Palos Verdes Peninsula High School, Palos Verdes High School, and Rancho Del Mar High School ("District Sites"). The District has requested financial contribution from Rancho Palos Verdes, Rolling Hills Estates, Palos Verdes Estates, and Rolling Hills (individually or collectively, "City" or "Cities") to hire such security officers; and
- C. The Cities are willing to contribute general municipal funds towards hiring and maintaining one of the two security officers who will serve at District Sites for the purpose of increasing public safety; and
- D. The purpose of this MOU is to set forth the terms and conditions of the collaboration between the District and the Cities.
- NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this MOU, the Parties agree as follows:
- <u>Section 1.</u> <u>Recitals</u>. The recitals set forth above are incorporated into this MOU.
- Section 2. Term. This MOU shall remain in effect for one year from the Effective Date.

Page 1 of 16

Section 3. District Obligations.

- a. Employ the Security Officers. The District agrees to be financially responsible for all costs associated with hiring two security officers for the purposes of enforcing school regulations and protecting school property and persons thereon ("Security Officers"). The District shall provide training and incur all training costs for the Security Officers. The primary locations of these Security Officers will be the District Sites at Palos Verdes Peninsula High School, Palos Verdes High School, and Rancho Del Mar High School. Secondary locations will include the elementary and middle school sites identified in Exhibit A, attached hereto and incorporated herein by reference. The Security Officers shall cooperate with police responding to or investigating crimes or potential criminal activity occurring on District Sites.
- b. Invoice. The District will invoice the Cities on a quarterly basis for their pro-rata share of the cost of one Security Officer based on the cost allocation formula set forth in Exhibit B, which is attached hereto and incorporated herein by reference. The District will collect and deposit funds from Cities in a separate account dedicated to this MOU ("Security Officer Account") and distribute funds in accordance with this MOU.
- c. <u>Cooperation.</u> The Security Officers shall work at the District Sites for the purpose of protecting school property and persons thereon. The Security Officers' work hours shall generally coincide with school operation hours but can be adjusted by the District as reasonably necessary. The Security Officers shall act under the control and supervision of the District's Superintendent or designee. The Security Officers shall work in cooperation with the District's Superintendent, District Site principals, faculty, and staff to establish duties, responsibilities, and priorities.
- d. <u>Communication</u>. The Security Officers shall remain in contact, either by radio, pager, telephone, or cellular telephone, with the District Superintendent and District Site principals. In the event of a school emergency, the Security Officers shall immediately contact 9-1-1 emergency services, and, as circumstances permit, shall notify the District Superintendent and District Site principals.
- e. <u>Implementation of Security Officer Services</u>. The District is solely responsible for the implementation of Security Officer services and may amend the contracted work with the Security Officers so long as the total cost to the Cities does not exceed \$150,000 during any 12-month period, unless the District notifies the Cities of the proposed changes and obtains written approval of all Cities for an increase in contributions. The District has contracted for the Security Officer services with Allied Universal by way of an agreement dated August 24, 2019, which agreement is attached hereto for information and reference purposes only as Exhibit C.
- f. <u>Updates to the Cities</u>. The District shall provide updates regarding the names of the Security Officers and the duties, responsibilities, priorities, and monthly costs

 Page 2 of 16

of the Security Officers to the Cities on a monthly basis pursuant to Section 8(a) of this MOU.

- g. <u>Supplies.</u> The District shall supply office space, furniture, telephone, facsimile, office supplies, and other assistance necessary for the Security Officers to perform their duties under this MOU. The District will supply office sites at the District Sites.
- h. <u>Termination</u>. The District shall provide an accounting upon termination of this MOU and to return any unused portion of all funds deposited with the District in accordance with the cost allocation formula set forth in Exhibit B. In the event of a shortfall, the District will invoice the Cities in accordance with the same formula.
- i. <u>Records.</u> The District will provide the Cities within five business days of a request with all requested information regarding the Security Officer Account to assure proper accounting for all funds provided and expended under this MOU.

<u>Section 4.</u> <u>Cities' Obligations.</u> The Cities will contribute to one-half the total cost of the Security Officers subject to a \$150,000 annual limit in accordance with the cost allocation formula in Exhibit B. Any cost above \$150,000 for the Security Officers' services during the year term shall be paid by the District. Payment by Cities shall be made within thirty (30) days of receipt of a quarterly invoice from the District.

<u>Section 5.</u> <u>Insurance.</u> The Parties are insured by virtue of their membership in pooled insurance authorities for purposes of Professional Liability, General Liability, and Worker's Compensation. The Parties warrant that through their programs of insurance, they have adequate Professional Liability, General Liability and Workers' Compensation to provide coverage for liabilities arising out of the Parties' performance of this MOU.

<u>Section 6.</u> <u>Indemnification.</u> The District shall indemnify, hold harmless, and defend each City, its officers, and its employees from any and all claims, demands, or liability arising from the District's provision of Security Officers pursuant to this MOU. This indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence of a City. The provisions of this Section will survive the expiration or termination of this MOU.

<u>Section 7.</u> <u>Termination and Default.</u>

- a. <u>Termination</u>. This MOU may be terminated upon the express written agreement of all Parties. If this MOU is terminated, then all Parties must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination.
- b. Default.

- i. Each Party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the MOU, to explain the basis for such assertion, and to receive from the other Party(ies) a justification of its position on such matters. If any Party concludes that another Party has not complied in good faith with the terms of the MOU, then such Party may issue a written notice of non-compliance ("Notice") specifying the grounds therefor and all facts demonstrating such non-compliance.
- ii. The Party receiving a Notice may contest the allegation of non-compliance, or shall proceed to cure the non-compliance within 30 days, or within a reasonable time to cure such non-compliance. If the Notice is contested, the Parties shall seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. If the non-compliance is not cured, or the Parties cannot reach a mutually acceptable resolution within 60 days of the Notice, the non-delinquent Parties will determine the next course of action, which may include the termination of the delinquent Party's participation in the MOU.
- iii. A Party whose participation in this MOU has been terminated by the nondelinquent Parties shall receive written notice of such termination. The terminated Party shall be responsible for all financial obligations for the remainder of the term of the Agreement.

Section 8. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the Parties at the addresses set forth in Exhibit D attached hereto and incorporated herein by reference. The Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile; (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit D.
- b. <u>Administration</u>. For the purposes of this MOU, the Parties hereby designate respective Party representatives in Exhibit D. The designated Party representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this MOU on behalf of such Party.

- c. <u>Relationship of the Parties.</u> The Parties are, and shall at all times remain as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- d. <u>Binding Effect</u>. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this MOU without prior written consent of the other Parties.
- e. <u>Amendment</u>. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent Parties. For purposes of this subsection, a Party shall be considered delinquent if that Party fails to timely pay an invoice as required by Section 4 or defaults pursuant to Section 7(c).
- f. <u>Law to Govern</u>. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. <u>Severability</u>. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- h. <u>Entire Agreement</u>. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof.
- i. <u>Waiver</u>. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. <u>Counterparts</u>. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- k. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties and shall be rectified by amending this MOU as described in Section 8(e).

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

[SIGNATURE PAGES FOLLOW]

00000

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

By: Alex Cherniss, Superintendent

Date: 12/3/19

ATTEST:

By: Au Gus

APPROVED AS TO FORM:

By: _____

CITY OF RANCHO PALOS VERDES

ATTEST

By Emily Colorn, City Clerk

APPROVED AS TO FORM

William Wynder, City Attorney

CITY OF ROLLING HILLS ESTATES

By: Judy Mitchell, Mayor

Date: October 22, 2019

ATTEST:

By: Haidi Luca City Clark

APPROVED AS TO FORM:

By: Donald Davis, City Attorney

CITY OF PALOS VERDES ESTATES

By: Kenneth Kao, Mayor

ATTEST:

By: The Lauren Pettit, City Clerk

APPROVED AS TO FORM:

By: Christi Hogin, City Attorney

CITY OF ROLLING HILLS

By: Leah Mirsch, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: Michael Jenkins, City Attorney

EXHIBIT A SECONDARY SCHOOL LOCATIONS

PVPUSD Student Locations Sept. 30, 2019

Cornerstone @ Pedregal Elementary School 6069

Groveoak Place

Rancho Palos Verdes, CA 90275-2261 (310) 378-0324 | FAX: (310) 378-1484

Dapplegray Elementary School

3011 Palos Verdes Drive North

Rolling Hills Estates, CA 90274-7303 (310)

541-3706 | FAX: (310) 541-8265 <u>Lunada Bay</u> Elementary School 520

Paseo Lunado

Palos Verdes Estates, CA 90274-4377 (310) 377-3005 | FAX: (310) 544-1265

Mira Catalina Elementary School

30511 Lucania Drive

Rancho Palos Verdes CA 90275-6272 (310) 377-6731 | FAX: (310) 541-4220

Montemalaga Elementary School

1121 Via Nogales

Palos Verdes Estates, CA 90274-1671 (310) 378-5228 | FAX: (310) 375-7484

Point Vicente Elementary School

30540 Rue de la Pierre

Rancho Palos Verdes, CA 90275-5364 (310) 377-6972 | FAX: (310) 377-7692

Rancho Vista Elementary School 4323

Palos Verdes Drive North Rolling Hills

Estates CA 90274-1576

310) 378-8388 | FAX: (310) 378-4980

Silver Spur Elementary School 5500

Ironwood Street

Rancho Palos Verdes CA 90275-1739 (310) 378-5011 | FAX: (310) 378-7674

Soleado Elementary School 27800

Longhill Drive

Rancho Palos Verdes CA 90275-3909 (310) 377-6854 | FAX: (310) 544-0916

Vista Grande Elementary School

7032 Purpleridge Drive

Rancho Palos Verdes CA 90275-3059

(310) 377-6066 | FAX: (310) 541-4692

Miraleste Intermediate School 29323

Palos Verdes Drive East Rancho Palos

Verdes CA 90275-6470

310) 732-0900 | FAX: (310) 521-8915

Palos Verdes Intermediate School

2161 Via Olivera

Palos Verdes Estates CA 90274-1983 (310)

544-4816 | FAX: (310) 265-5944

Ridgecrest Intermediate School

28915 Northbay Road

Rancho Palos Verdes CA 90275-4902

(310) 544-2747 | FAX: (310) 265-1716

Palos Verdes High School

600 Cloyden Road

Palos Verdes Estates CA 90274-1869 (310)

378-8471 | FAX: (310) 378-0311

Palos Verdes Peninsula High School

27118 Silver Spur Road

Rolling Hills Estates CA 90274-2300 (310)

377-4888 | FAX: (310) 544-4378

Rancho del Mar High School

38 Crest Road West

Rolling Hills CA 90274-5058

(310) 377-6691 FAX: (310) 544-5526

Miraleste Early Learning Academy

6245 Via Canada

Rancho Palos Verdes, CA 90275

(310) 732-0922 | FAX: (310) 732-5660

Valmonte Early Learning Academy

3801 Via La Selva

Palos Verdes Estates, CA 90274

(310) 791-5078 | FAX: (310) 378-1971

EXHIBIT B PARTIES' PROPORTIONAL JOINT RESPONSIBILITY FOR SECURITY OFFICER

Party	Student Enrollment	Portion of Cost	Resident Population	Portion of Cost	Blended Rate	Proportion of Cost using Blended Rate (not- to-exceed amount)
Palos Verdes Estates	20.00%	\$ 30,000	21.00%	\$ 31,500	20.00%	\$ 30,000
Rancho Palos Verdes	65.00%	\$ 97,500	64.00%	\$ 96,000	65.00%	\$ 97,500
Rolling Hills	1.00%	\$ 1,500	3.00%	\$ 4,500	2.00%	\$ 3,000
Rolling Hills Estates	14.00%	\$ 21,000	12.00%	\$ 18,000	13.00%	\$ 19,500
Total	100.00%	\$ 150,000	100.00%	\$ 150,000	100.00%	\$ 150,000

For purposes of clarity and avoidance of doubt, Palos Verdes Estates shall not be obligated to pay more than \$30,000 during the term of this Agreement; Rancho Palos Verdes shall not be obligated to pay more than \$97,500 during the term of this Agreement; Rolling Hills shall not be obligated to pay more than \$3,000 during the term of this Agreement; and Rolling Hills Estates shall not be obligated to pay more than \$19,500 during the term of this Agreement.

EXHIBIT C DISTRICT'S SERVICE AGREEMENT WITH ALLIED UNIVERSAL

ALLIEDUNIVERSAL

SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiary, Universal Protection Service, LLC d/b/a Allied Universal Security Services, which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): Palos Verdes Unified School District

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, General Terms and Conditions and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date"),

CLIENT: Palor Verdes Unified School District

Name: Meith Butler
Title: ASSOC. Superintendent
Address for Notices:

345 Viu Almar, PVa, CA 90274

UNIVERSAL PROTECTION SERVICE, LP d/b/a

Allied Universal Sourity Services

Name: Steve Claton Title: Regional President Address for Notices:

1551 N. Tustin Ave., Suite 650, Santa Ana, CA 92705

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of one (1) year beginning on 1724, 20/9 "Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to subsection C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

A. Scope of Services

Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not been engaged as a security consultant with respect to any location(s).

From time to time, Client may request a change in the Services. Such requested changes will be communicated in writing, will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute cause for Client's termination of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).

The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

Allied Universal and the Client agree that the School Resource Officer Guidleines listed in Exhibit C will be incoportated into the ongoing operation of this contracted work.

B. Independent Contractor / Personnel

- Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, or including requiring Allied Universal personnel to use force, Client will be responsible for any damages, liabilities, claims or other consequences that may result.
- In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with any additional training at the costs set forth in Exhibit B.

- 3. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings as required by City, County, State and/or Federal authorities.
- 4. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity and civil rights law and other applicable employment laws. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

C. Billing

- 1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in <u>Exhibit B</u>, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.
- 2. The parties agree any wage rates or wage estimates included in <u>Exhibit B</u>, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates or on the wages Allied Universal pays its employees.
- 3. In the event that Allied Universal experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.
- 4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in sub-clauses (1)-(4) of Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.
- 5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the Patient Protection and Affordable Care Act of 2010 and the related statutes and regulations.
- 6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.
- 7. Client agrees to pay Allied Universal one and one-half percent (1.5%) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid within ten (10) days of invoice date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

- 1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those
- 2. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

- 1. Allied Universal shall maintain and provide, at its expense, appropriate Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage, at no less than \$1,000,000.00 in coverage.
- 2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of security Services at Client's location(s), among others, at no less than \$2,000,000.00 per occurrence, \$5,000,000.00 in general aggregate (umbrella) coverage.
- 3. Allied Universal shall maintain Automobile Liability insurance to cover its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services described in this Agreement, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for any loss or damage occurring for Client vehicles operated by Allied Universal employees in performance of the Services being provided under this Agreement, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.
- 4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.
- 5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the ordinary or grossly negligent failure of Allied Universal to perform the Services required pursuant to this Agreement, or by other ordinary or grossly negligent actions or omissions in the performance of those same Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; and (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client.
- 6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the lesser of: (i) the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal or (ii) Five Thousand Dollars (\$5,000), such amounts to be inclusive of any defense costs.
- 7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and

employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to requests in Section B.5); and/or, b) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services set forth in this Agreement.

- 8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.
- 9. Client shall give written notice to Allied Universal of any Losses or potential Losses of Client arising out of or relating to this Agreement within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss of Client shall be instituted or maintained against Allied Universal by Client unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss of Client shall be instituted or maintained by Client against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

- 1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.
- 2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.
- 3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

- 1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.
- 2. A written waiver by either party of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.
- 3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.
- 4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.
- 5. This Agreement and all matters collateral hereto shall by governed by the laws of the state wherein the Services are to be provided without reference to its choice of law provisions.
- 6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.
- 7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.
- 8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services set forth in this Agreement, such nonperformance or delayed performance is not a breach of this Agreement nor cause for termination of this Agreement.
- 9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.
- 10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).
- 11. In connection with the negotiation, execution and performance of this

Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.



- 12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.
- 13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party.
- 14. Allied Universal has not provided any advice or consultation services to Client regarding what may or may not be the proper levels of security staffing, or the methods of security provided by Allied Universal hereby. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time and unless mutually agreed upon in writing.
- 15. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C;D; E; F and G.

EXHIBIT "A"

to Agreement Between

Allied Universal And Palos Verdes Unified School District

LOCATIONS FOR SECURITY SERVICES PROVIDED BY

Allied Universal 1515 W. 190th Street, Gardena, CA 90248

515 W. 190¹¹¹ Street, Gardena, CA 9024 Tel: 310.594.3833 Fax: 310.817.4862

Location	Specify for each location: Armed Unarmed	Schedule of Coverage	<u>Hours</u>
Palos Verdes Penninsula High School	Armed	Monday – Friday 7:30 am – 4 pm	40
2. Palos Verdes High School	Armed	Monday – Friday 7:30 am – 4 pm	40
3. Various District sites	Armed	As Needed	AS Needed

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be
 filled out and a copy will be forwarded to Client. The Security professional creating the report will be available to explain the incident
 report during their shift.
- The Security professional will also report criminal activity and visible hazards observed while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.



Pricing

Position	HPW	Wage Rate	Bill Rate
Armed Security Professional	80	48.08	65.39
Holidays not worked			Included in bill rate
Holidays worked		- And the second of the second	Billed as incurred
Medical		an april community and a second	Billed as incurred
Vacation		- Indiangle Annual Control	Billed as incurred
California Mandatory Sick Days		= E- (E-E-E-E-A-A)	Billed as incurred
Vision		THE COLUMN TWO IS NOT	Billed as incurred
Dental		* 1,04	Billed as incurred
Vehicle Mileage		1 Miles of Laboratory Child	Billed as incurred
Allied Universal Cell Phone			\$85 each/month
ADDITIONAL COSTS:		Silver and delerminations and season	
Weapon (unless provided by employee)			N/A
Ammunition			Billed as incurred
Less than lethal training			Billed as incurred
Vests			Billed as incurred
Duty Belt (required for less than lethal)			Billed as incurred
Taser		7,000 to 1 70 ft max.	Billed as incurred

Estimated Annual Spend: \$272,017.41 (Does not included Billed as incurred items)

EXHIBIT "B"

to Agreement Between

Allied Universal And Palos Verdes Unified School District

BILLING RATES

The initial Billing Rates for services shall be as follows:

For Location 1:	Unarmed	Armed
Security Professional Regular	\$ per hour	\$65.39 per hour
Rate		
Security Professional	\$ per hour	\$98.08 per hour
Overtime* Rate		
Security Professional Holiday	\$ per hour	\$98.08 per hour
Rate		-
Supervisor Regular Rate	\$ per hour	\$ per hour
Supervisor Overtime* Rate	\$ per hour	\$ per hour
Supervisor Holiday Rate	\$ per hour	\$ per hour

For Location 2:	Unarmed	Armed
Security Professional Regular Rate	\$ per hour	\$ per hour
Security Professional Overtime* Rate	\$ per hour	\$ per hour
Security Professional Holiday Rate	\$ per hour	\$ per hour
Supervisor Regular Rate	\$ per hour	\$ per hour
Supervisor Overtime* Rate	\$ per hour	\$ per hour
Supervisor Holiday Rate	\$ per hour	\$ per hour



Additional Notes:

> Mutually agreed-upon merit increases will result in a Bill Rate Increase.

- ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Requests received with less than 5 business days' notice will be billed at
 the overtime rate. The billable overtime rates for such additional services will continue to apply until this Agreement is amended in writing to
 provide for the increase in base hours.
- The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day,
 Thanksgiving Day and Christmas Day, or as otherwise determined by mutual written agreement of the parties, or by applicable collective
 bargaining agreement.
- 3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this contract will be cause to negotiate a temporary billing rate for modified services.
- 4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this agreement.



^{*} Requested Overtime: With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will only be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

EXHIBIT "C"

to Agreement Between

Allied Universal And Palos Verdes Unified School District

SCHOOL RESOURCE OFFICER GUIDELINES

Qualifications of Personnel – Physical Demands

- 1. Subduing violent or potentially violent individuals;
- 2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
- 3. Work under occasional tension or pressure;
- 4. Work alone while armed;
- 5. Frequent and prolonged walking, standing, sitting, and stooping;
- 6. Use of handcuffs and nonlethal weapons;
- 7. Use of handgun, make shoot/no-shoot decisions with handgun, fire handgun;
- 8. Occasional running or sprinting;
- 9. Respond to life threatening or emergency situation;
- 10. Climb while in pursuit or in an emergency situation (stairs);
- 11. Pull oneself over an obstacle;
- 12. Lift/carry/drag/pull/push heavy objects;
- 13. Physically subdue or engage in confrontation;
- 14. Physically control crowds or by-standers;
- 15. Pursue suspects on foot and subdue combative person after running in pursuit.



Essential Functions

Essential job functions for armed security officers working under this contract:

- 1. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
- 2. Frequent contact with students, faculty, law enforcement, and the general public, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
- 3. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
- 4. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
- 5. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, chemical spray, Taser or similar devices, and firearm at any time while on duty.
- 6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
- 7. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR/AED while waiting for arrival of emergency services personnel), and
- 8. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

Conduct of Armed Security Officers

The Contractor is responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the contract:

- 1. Disturbing papers on desks, opening desk drawers or cabinets, or using District equipment (i.e. computers, telephones, etc.) except as authorized by this contract and the post orders.
- 2. Using electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc., or using or possessing personal reading materials (newspapers,



- magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.) while on duty, except as required by Contractor policy or post orders, or when expressly permitted.
- 3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- 4. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
- 5. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the District.
- 6. Theft, vandalism, immoral conduct, or any criminal actions.
- 7. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
- 8. Improper use of official authority or credentials.
- 9. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
- 10. Failure to cooperate with District officials or law enforcement authorities during an investigation.
- 11. Failing to demonstrate courtesy and good manners toward students, faculty and staff, and the general public. Not displaying a respectful and helpful attitude in all endeavors.
- 12. Unauthorized use of District property, inclusive of communication equipment, phones or radios, or vehicles.
- 13. Conducting personal affairs while on duty, except while on an authorized break or meal period.
- 14. Entertaining or socializing with students, faculty or staff, co-workers (except while on authorized breaks), visitors, friends and family members, or members of the public.
- 15. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on District property, or granting special favors to any person including students, faculty and staff, family members or friends.
- 16. Disclosing any official information or making any news or press releases.
- 17. Engaging in audacious or demeaning discussions concerning District internal matters, policies, grievances, legal issues, or personalities; or financial, political, personal, or family matters with students, faculty and staff, family members, any known associate of the foregoing, or the public. This includes making any social media posts regarding these matters.
- 18. Disclosure of any information, except to the District designated representative or Contractor, involving security assignment(s), equipment, practices, procedures, operations, or other security related issue. (Disclosure to any other person shall require the expressed approval of the District designated representative.)
- 19. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of campus security, or any other act that constitutes neglect of duties. Violating security procedures or regulations.



- 20. Post abandonment or desertion; not remaining on duty until properly relieved.
- 21. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while on duty. Violating or permitting others to violate campus parking procedures or regulations.
- 22. Gambling or unlawfully wagering or promoting gambling.
- 23. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
- 24. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
- 25. Displaying unethical or improper use of uniform, uniform badge and/or other identification for other than official business while on or off duty.
- 26. Knowingly giving false or misleading statements or concealing material facts in connection with reports, records, investigations, or other proceedings.
- 27. Knowingly making false statement(s) about students, faculty or staff, other Contractor employees/officials, or the general public.
- 28. Involvement in any form of discrimination, or sexual harassment against other person.
- 29. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
- 30. Eating, smoking, drinking, or taking breaks in any location except those designated as authorized break and/or smoking areas as determined by the designated District representative.
- 31. Employment in any other position that would constitute a real or apparent conflict of interest.
- 32. Misuse of weapons, including carelessness with a weapon or drawing / brandishing a weapon without cause, or the carrying of any non-authorized weapons, as defined by federal, state, or local law in the jurisdiction where the violation occurs.

School Security Officer Equipment and Training

It is the responsibility of the contracted third party security company to ensure and provide the District with all proper and current certifications in the following areas:

- 1. School Security/Resource Officers Training
- 2. Firearms Qualifications and Training
- 3. Nonlethal Weapons and Training



EXHIBIT D Parties' Representatives

1	CITY OF ROLLING HILLS Attn: Elaine Jeng, City Manager 2 Portuguese Bend Road Rolling Hills, CA 90274	Elaine Jeng E-mail: ejeng@cityofrh.net Phone: 310 377-1521 Fax: 310-377-7288
2	CITY OF PALOS VERDES ESTATES Attn: Carolynn Petru, Interim City Manager 340 Palos Verdes Drive West, Palos Verdes Estates, CA 90274	Carolynn Petru Email: citymanager@pvestates.org Phone: 310-378-0383 Fax: 310-378-7820
3	CITY OF ROLLING HILLS ESTATES Attn: Greg Grammer 4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274	Greg Grammer Email: GregG@rollinghillsestatesca.gov Phone: 310-377-1577 Fax: 310-377-4468
4	CITY OF RANCHO PALOS VERDES Attn: Doug Willmore 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275	Doug Willmore E-mail:dwillmore@rpvca.gov Phone: (310) 544-5202 Fax: (310) 544-5291
5	PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT Attn: Keith Butler Associate Superintendent 375 Via Almar Palos Verdes Estates, CA 90274	Keith Butler, Ph.D. E-mail: butlerk@pvpusd.net Phone: 310-896-3418 Fax: 310-375-4140

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN

THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT AND THE CITY OF RANCHO PALOS VERDES, THE CITY OF ROLLING HILLS ESTATES, THE CITY OF PALOS VERDES ESTATES, AND THE CITY OF ROLLING HILLS FOR SCHOOL SECURITY OFFICERS

This First Amendment to Memorandum of Understanding ("MOU"), is effective as of _______ 2020 ("Effective Date") and is between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("District"), on the one hand, and the CITY OF RANCHO PALOS VERDES ("Rancho Palos Verdes"), a general law city & California municipal corporation, the CITY OF ROLLING HILLS ESTATES ("Rolling Hills Estates"), a California municipal corporation, the CITY OF PALOS VERDES ESTATES ("Palos Verdes Estates"), a California municipal corporation, and the CITY OF ROLLING HILLS ("Rolling Hills"), a California municipal corporation, on the other hand. (These entities may be referred to collectively or individually as "Parties" or "Party").

RECITALS

- A. The Parties entered into a one-year term Memorandum of Understanding dated August 26, 2019, whereby District agreed to hire two security officers to provide education, training, and intervention services at the District Sites (as therein defined), and whereby Cities (as therein defined) agreed to contribute general municipal funds towards hiring and maintaining one of the two security officers for the purpose of increasing public safety (the "Memorandum of Understanding"); and
- B. The Parties desire to amend the Memorandum of Understanding to extend the term for another three (3) years and to require such security officers to generate monthly written activity reports so that the Parties may evaluate the performance of the security officers.

NOW, THEREFORE, the Parties agree as follows:

- 1. The one-year Term set forth in Section 2 is hereby extended for an additional three (3) years, and this Memorandum of Understanding will expire on August 26, 2023.
 - 2. Paragraphs (c) and (f) of Section 3 are amended to read as follows:

Section 3. <u>District Obligations.</u>

c. <u>Cooperation.</u> The Security Officers shall work at the District Sites for the purpose of protecting persons thereon. The Security Officers' work hours shall generally coincide with school operation hours but can be adjusted by the District as reasonably necessary. The Security Officers

Page 1 of 7

shall act under the control and supervision of the District's Superintendent or designee. The Security Officers shall work in cooperation with the District's Superintendent, District Site principals, faculty, and staff to establish duties, responsibilities, and priorities. The Security Officers shall generate activity reports on a monthly basis describing their activities and provide such activity reports to the District by a date determined by the District.

. .

- f. <u>Updates to the Cities</u>. The District shall provide updates regarding the names, duties, responsibilities, priorities, and monthly costs of the Security Officers as well as the monthly activity reports generated by the Security Officers to the Cities on a monthly basis pursuant to Section 8(a) of this MOU.
- 3. All terms and conditions of the Memorandum of Understanding not amended by this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

[SIGNATURE PAGES FOLLOW]

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

By: Alex Cherniss, Superintendent	Date: July 8, 2020
ATTEST:	
By: Megan Crawford, Clerk, Board of Edu	ıcation
APPROVED AS TO FORM:	
D.	

CITY OF RANCHO PALOS VERDES

Ву:	Date:
John Cruikshank, Mayor	
ATTEST:	
D	
By: Emily Colborn, City Clerk	
APPROVED AS TO FORM:	
By:	
William Wynder, City Attorney	

CITY OF ROLLING HILLS ESTATES

Date	
	Date:

CITY OF PALOS VERDES ESTATES

By:	Date:	
David McGowan, Mayor		
ATTEST:		
Ву:		
Kylynn Chaney,City Clerk		
APPROVED AS TO FORM:		
Ву:		
Christi Hogin, City Attorney		

CITY OF ROLLING HILLS

By:	Date:	
Jeff Pieper, Mayor		
ATTEST:		
By: Yohana Coronel, City Clerk		
APPROVED AS TO FORM:		
By: Michael Jenkins, City Attorney		



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.E Mtg. Date: 07/13/2020

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 TRANSFER AGREEMENT WITH THE

LOS ANGELES COUNTY TO RECEIVE SAFE, CLEAN WATER

PROGRAM MEASURE W LOCAL RETURNS.

DATE: July 13, 2020

BACKGROUND:

At the April 27, 2020 Council meeting, staff presented the draft Transfer Agreement on Measure W's Safe Clean Water program to the City Council. The Transfer Agreement requires cities to provide an annual expenditure plan on how the funding will be used to meet the Safe Clean Water goals and objectives, see Attachment. The \$110,000 will be allocated within 45 days of the executed agreement. The fund shall be encumbered within three years of the agreement, June 30, 2024.Up to 30% of the fund allocation can be used to cover the City's ongoing programs and up to 70% for new projects or programs.

DISCUSSION:

Notable Provisions:

- The Safe Clean Water program allocates tax revenues to municipalities within the District in the same proportion as the amount of revenues collected by each city to be expended by those cities within the cities respective jurisdictions for the implementation, operation and maintenance, and administration of storm water projects and programs in accordance with certain criteria and procedures outlined in the Los Angeles County Code.
- Before a city can receive funds, it must enter into an agreement with the district to transfer the program funds.
- The term of the agreement ends on June 30, 2024.
- The agreement does the following:
- o Requires the City to submit an annual plan before first disbursement of funding. The first annual plan for 2020-2021 must be submitted to the District no later than 45 days after execution of the agreement. District shall disburse funding within 45 days of the executed agreement or within 14 days of the District's receipt of the annual plan, whichever comes later.
- o Requires the City to submit an annual plan to the District 90 days before the start of the later fiscal years (i.e., 90 days before July 1). The District will disburse funding by August 31. Requires the City to submit an annual report and annual plan and comply with audit requirements before later annual

disbursements of funding. District may change the date and number of the actual disbursements for any fiscal year based on the amount and timing of revenues actually collected by the District.

- o Requires the City to hold the disbursements in a separate, interest bearing account without comingling funds.
- o Requires the City to post a Safe, Clean Water Program logo and tagline at locations where program funds are being used.
- o Requires the City to bind real property acquired with program funds through a covenant not to sell or otherwise convey the real property without the prior written consent of the District.
- o Requires the City to meet certain audit and record keeping requirements.
- o Specifies that the District's obligation to disburse funds is contingent upon availability of sufficient funds.
- o Specifies that the City's claims are limited to the rights, remedies, and claim procedures provided to the City under the Agreement.
- o Prohibits the City from abandoning, discontinuing use of, leasing, or disposing of any portion of projects funded by the program without prior written approval of the District.
- o Subjects parties to mediation and splitting half the cost of mediation before filing an action in court.
- o Requires City to provide certification by licensed professionals that design and construction have been completed.
- o Sets forth a indemnification provision that is not mutual; it has the City indemnifying and defending the District/County for any liability arising from any project paid for with the program funds and arising from any breach of the Agreement by City.
- o Allows the City to carry over uncommitted program funds for up to 5 years. If the funds are not used within those 5 years, the funds will be reallocated to a new project with benefit to the City or watershed area. Should funds lapse for a reason beyond the City's control, the City may request an extension to use the funds so long as the request is submitted 3 months before the funds lapse. The District has sole discretion to grant an extension up to 12 months.
- o Requires the City to provide the District with notice of any significant deviation from the submitted annual plan, discovery of any potential archeological or historical resource, and any public or media event publicizing the accomplishments or results of the Agreement (with opportunity for District to participate upon 14 days' notice of event).
- o Specifies that the City remains responsible for all work and for persons or entities engaged in work performed pursuant to the Agreement.
- o Requires the City to submit annual progress/expenditure reports within 6 months following the end of the fiscal year.
- o Allows the District to withhold all or any portion of the funds for any fiscal year in the event that the City has violated any provision of the Agreement, the City fails to maintain reasonable progress in achieving program goals, City fails to remain in good standing, or fails to submit annual reports on meeting SCW program goals.
- o Requires specified nature based solutions best management practices.
- o Requires specified maintenance of the infrastructure projects for the useful life of the project.

FISCAL IMPACT:

If the transfer agreement is approved, the City would receive Measure W funds totaling \$110,000 per year. Measure W funds would offset General Funds used to comply MS4 storwmater permit requirements.

RECOMMENDATION:

Staff recommends that the City Council approve a transfer agreement with the Los Angeles County to receive Measure W funds and authorize the City Manager to execute the agreement.

ATTACHMENTS:

RH_SCW_Expenditure_Budget_FY2021revised.pdf 2020MP64 Rolling Hills.pdf

ELIGIBLE STORMWATER EXPENDITURES PROPOSED FOR RECOVERY of CITY'S FY2021 RETURN UNDER SCW MUNICIPAL PROGRAM - \$110,000

		T EXI ENDITOR	-	LCOVERT OF CITES	FY2021 RETURN UNDER SCW MUNIC	THE TROUBLE STEEL
Item_	Description (note: during this first year costs can be recovered back to FY1920) Peninsula MS4 Permit and TMDL Monitoring Program including shoreline monitoring assumed from	Actual cost for Line Item \$ 48,719.00	Cost to be Recovered under Ongoing Programs - up to 30% of municipal return or \$33,000	Cost to be Recovered under New Projects or Programs - at least 70% of municipal return or \$77,000	Source CIMP MOU Cost share amount.	Notes/Basis for categorization CIMP monitoring is an ongoing effort that consumes the full 30% allowed for ongoing efforts cost
2	LACSD Harbor Toxics TMDL Monitoring	\$ 11,660.00			City's share for FY1920 via payment to Gateway Water Management Agency Check No. 25837 on 4/22/2019	Shown just for information purposes, will not be recovered since this is ongoing effort and City received 100% credit for FY2021.
3	Sepulveda Canyon baseline stormwater monitoring for future stormwater capture project	\$ 44,556.40		\$ 44,556.40	NV5 Revised Proposal maximum amount	Pending Council consideration.
4	Design of New 8-inch Sewer Line from Portuguese Bend Road to connect to existing line on Rolling Hills Road	\$ -		\$ -	Pending results of RFP for design.	Justified as a SCW expenditure for its nexus to stormwater since this new line will not only provide sewer service to City Hall Complex, but will be evaluated during design for potential to receive low flow diversion of stormwater.
5	SCW Municipal Program planning (FY1920)	\$ 1,331.80	\$ -	\$ 1,331.80	McGowan Task 1.4 SCW Municipal Program planning (FY1920)	Actual expenditure during FY1920
6	SCW Municipal Program Planning (FY2021)	\$ 3,100.00		\$ 3,100.00	McGowan Task 2.2 SCW Program (FY2021)	Estimated based on proposal for FY2021
7	Joint Development of South Bay Rainwater Harvesting Guide (FY1920)	\$ 2,062.70		\$ 2,062.70	McGowan Task 2.2 New Outreach Content/Materials (FY1920) plus subcontracted work by graphic designer	Actual expenditure during FY1920
8	Joint Development of New Rainwater Harvesting Webpages, Updated Sustainable Landscaping Webpages (FY2021)	\$ 5,250.00		\$ 5,250.00	McGowan Task 2.3 Develop and Update Joint Outreach Content (FY2021)	Estimated based on proposal for FY2021, including subcontracted costs.
9	Development of Strengthened Hydromodification Control Provisions (FY1920)	\$ 2,090.60		\$ 2,090.60	McGowan Task 4.1 Hydromodification Control Effort for FY1920 - effort under Task 4.1 from Feb 2020-March 2020 to address Hydromodification Control issue	Actual expenditure during FY1920
10	Development of Strengthened Hydromodification Control Provisions (FY2021)	\$ 8,680.00		\$ 8,680.00	McGowan Task 4.2 Hydromodification Control Revision (FY2021)	Estimated based on proposal for FY2021.
11	New Code Enforcement Officer				10% offset of code enforcement salary. For efforts discussed.	Since this is a new position hired after November 6, 2018, City can document a percentage of this staff time spent on stormwater quality issues: construction sites, illicit discharge response, septic system complaints. Need auditable documentation for this effort.
	Totals Remainder to be carried forward.		\$ 33,000.00	\$ 67,071.50		

Remainder to be carried forward \$ - \$ 9,928.50

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND ROLLING HILLS AGREEMENT NO. 2020MP64 SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Rolling Hills, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code:

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District	Municipality: Rolling Hills
Name:	Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A - ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D - OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.

- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

ROLLING HILLS

By:
Name:
Title:
Date:
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:
By:
Name:
Title:
Date:

EXHIBIT A - ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B - GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

- SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
- The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
- The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
- 4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

- 1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
- 2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
- 3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year			
Fiscal Year Audit Begins Audit Report Due to District			
2020-21	7/1/2023	No later than 3/31/2024	

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

- All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
- 2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

- 1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
- 2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
- 3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
- 4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
- 5. The decision to grant an extension is at the sole discretion of the District.
- 6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

Fiscal Year	Funds Lapse	Extension	Commit By
Transferred	After	Request Due	
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

- 1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
- 2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
- 3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

- 1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
- Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
- As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.
- B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

- Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

- 3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
- 4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
- 5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
- 6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

- 2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
- 3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
- 4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

BEST



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate- appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate- appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	 Preservation of native vegetation Minimal negative impact to existing drainage system 	 Preservation of native vegetation Installation of new feature(s) to improve existing drainage system 	 Creation of open green space Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	 Partial restoration of existing riparian habitat and wetlands Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted No potable water used to sustain the wetland 	 Full restoration of existing riparian habitat and wetlands Planting of native vegetation - between 21 and 40 different native plant species newly planted No potable water used to sustain the wetland 	 Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

Weed control

- Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
- Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
- Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

Tree and shrubbery trimming and care

- o Removal of dead trees and elimination of diseased/damaged growth
- Prevent encroachment of adjacent property and provide vertical clearance
- Inspect for dead or diseased plants regularly

Wetland vegetation and landscape maintenance

- Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
- o Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- o Grass, sedge, and yarrow management
- o Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
- Maintain drip system filters to prevent emitters from clogging.
 Inspection and cleaning should occur at least monthly.
- Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
- Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation.
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.F Mtg. Date: 07/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: **ELAINE JENG, CITY MANAGER**

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER LAYOUT OPTIONS TO BRING EXISTING RESTROOMS AT

> CITY HALL TO COMPLY WITH ADA CODES, AND SELECT A DESIGN OPTIONS TO CONTINUE THE DEVELOPMENT OF CONSTRUCTION

PLANS.

DATE: July 13, 2020

BACKGROUND:

At the May 26, 2020 Council meeting, staff was directed to request construction cost estimates for the proposed layout option numbers 1 and 3.5 and their impacts to existing areas in use. The cost estimates will help inform the Council's decision on which layout is most cost effective to comply with ADA requirements and consequently continue with the development of construction plans.

DISCUSSION:

Staff's previous City Council presentations consisted of five ADA compliant layout options ranging from Option No. 1 (lowest construction cost) to Option No. 5 (highest construction cost), see attachment for previous staff reports for the five layout options. Council directed staff to provide cost estimates for the lowest cost option and the preferred option to help guide which ADA compliant layout to move forward with for development of construction plans.

Staff received the cost estimates for the two layouts. The construction and additional design cost estimates for Option 1 (Preferred Layout: No. 3.5) total to \$671,420 and \$35,977, respectively. This layout will relocate the men and women's restroom into the copy room and into a portion of the front reception area thereby causing reconfiguration of the front counter and public lobby and thus decreasing usable space. This layout will result in moving the copy room into the hallway that leads to the Council Chambers. It will also allow for the addition of a new meeting room which does not currently exist. This option creates a separation between public space and private space.

Construction and additional design cost estimates for Option 2 (Lowest Cost: No. 1) total to \$268,660 and \$3,218, respectively. This layout will keep the proposed ADA compliant restrooms in the same location but will displace the equipment storage room to accommodate the ADA required design features. The current equipment and storage room will be relocated to the opposite side of the hallway. This option causes the least disturbance to overall.

If City Council decides to continue the development of Option 1 and 2, the additional fee would be \$64,490. The original design contract was for \$36,744. To date, \$11,449 was expended to develop the 5 layout options, to refine to two of the five layout options and to provide high level construction cost estimates for two options.

FISCAL IMPACT:

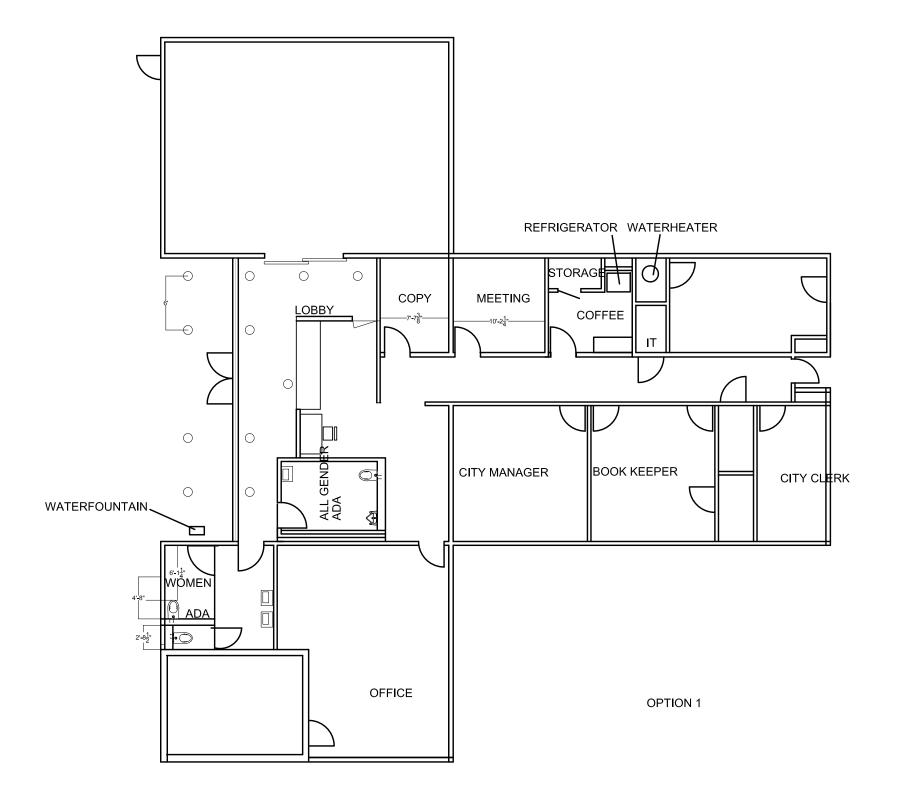
Fiscal impact will depend on layout option chosen to develop construction plans. Funding for the proposed project is budgeted under the capital improvement outlay.

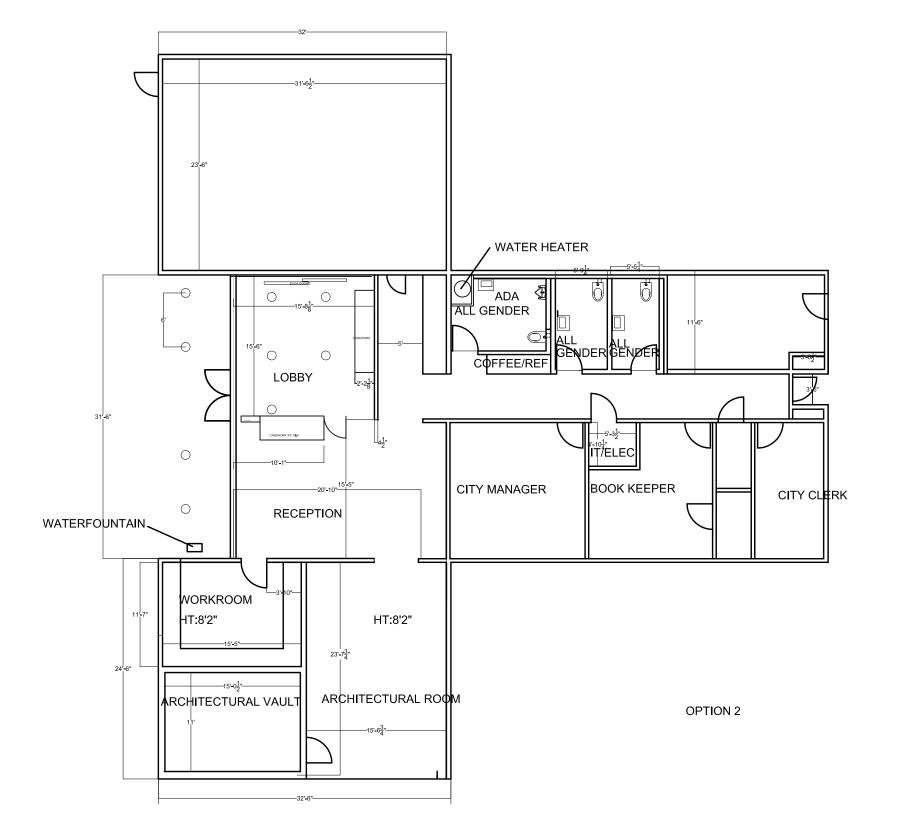
RECOMMENDATION:

Staff recommends that the City Council review additional information relating to layout options 1 and 3.5 and select an option to continue the development of construction plans.

ATTACHMENTS:

rolling hills city hall _option1_202006008 Layout1 (1).pdf rolling hills city hall _option2_202006008d Layout1 (1).pdf 20200704_rhada_OPTION 1_2.pdf 20200612_Council paritition_revised.pdf Staff Reports.pdf 20200509 rollinghills costestimate10.pdf





CITY OF ROLLING HILLS, CITY HALL FEE FOR OPTION 1 AND 2

July 1, 2020

Pacific Architecture and Engineering(PAC) Design Team understands the Scope of Work to be:

OPTION 1

Option 1 creates new ADA compliant restrooms adjacent to lobby. Reception area is reconfigured to have a moveable reception desk and partition. Copy Room is relocated, and Meeting Room, and Coffee Room is created where existing restrooms are located. Electrical Room and Water heater are relocated.

Fee: \$61,272.00

OPTION 2

Restrooms are reconfigured to have one ADA compliant all gender restroom and two additional all gender restrooms where current restrooms are located. Electrical Room, Coffee area and water heater are relocated.

Fee: \$28,513.00

Task 1 - Programming

The Design Team will first conduct a site visit, field measure and create as-builts that capture the dimensions required for ADA compliant upgrades as identified in the third party survey.

The new 2019 California Building Code Chapter 11b shall be applied towards ADA upgrades and the Design Team will recommend the most feasible way to complete ADA upgrades. There may be more than one way to achieve ADA compliance and the Design Team will discuss alternatives with the City. Please note that ADA compliance not listed in the survey may be triggered.

If Cost Estimate is beyond City's expectations, City and Design Team will discuss options for the Scope of Work.

- Review of draft Accessibility Survey/Transition Plan, research code, site visits, field measurements
- Schematic plans/concept plans
- Coordination and up to 3 meetings with City Staff / City's designated Project Manager
- A preliminary cost estimate (order of magnitude) will be prepared on schematic/concept plans approved by the City.

Task 2 – Construction Documents(Plans), Specifications, Estimates

In this phase the drawings will be further developed, with a demolition plan, door schedule, door hardware, threshold details restroom plans, restroom partition details, fixture details, ADA mounting heights, ADA signage details, accessory details.



The restroom reconfiguration shall show relocation of fixtures requiring trenching of of slab on grade, relocation of partitions, electrical fixtures and venting if necessary.

The design team will discuss construction phasing expectations for the project with the City.

- Provide 90% Construction Documents, Specifications, and Construction Cost Estimate based on approved Schematic Plans for City review
- Provide a draft construction phasing plan to allow the City to implement the entirety of improvements in phases if required
- Provide 100% Construction Documents, Specifications, and Construction Cost Estimate addressing City comments on the 90% submittal City review and approval
- Provide final 100% Construction Documents, Specifications, and Construction Cost Estimate address any City comments on the 100% submittal
- Provide final construction phasing plan
- Coordination and up to 2 meetings with City Staff / City's designated Project Manager

Task 3 – Bid Support

Assist the City in preparation of Bid Package and provide responses to questions received during the bid phase.

Task 4 – Construction Support

Construction Support services during construction of the improvements from the approved final

Construction Documents and Specifications including but not limited to.:

- Attend 3 meetings during construction phase
- Respond to Requests for Information (RFI)
- Plan interpretation
- Review and provide recommendations to Change Order requests
- Review Submittals and its conformance to plans and Specifications
- Prepare as-builts

Notes: This proposal assumes the project has no federal funding or is associated with any Federal Entity. Geotechnical Report, Lead and Asbestos Testing and Remediation

This proposal assumes there are no major structural modifications necessary and no bearing walls are affected, and whole building structural calculations are not necessary. Fees are estimated on a Time and Material basis. City shall provide utility survey.



PROJECT: ROLLING HILLS CITY HALL RENOVATIONS RHWCC JOB NO: 20-06

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: PROJECT SUMMARY ESTIMATE DATE: 06/12/20

REV: 0

	Moveable counter and partition						
TAB	DESCRIPTION	ADJ SF	UNIT	COST	TOTAL		
	PROJECT SUMMARY						
	Moveable counter and partition	80	SF	\$205.88	\$ 16,470		

SPECULATIVE BID RANGE FORECAST BASED ON CURRENT MARKET CONDITIONS AND GENERAL CONTRACTOR BIDDER PARTICIPATION LEVELS

	%	P	artition
1 - 2 GC BIDDERS	100%	\$	32,940
2 - 3 GC BIDDERS	75%	\$	28,830
3 - 4 GC BIDDERS	50%	\$	24,710
4 - 5 GC BIDDERS	25%	\$	20,590
5 - 6 GC BIDDERS	0%	\$	16,470
6 - 7 GC BIDDERS	-5%	\$	15,650
7 - 8 GC BIDDERS	-10%	\$	14,830
8 - 9 GC BIDDERS	-15%	\$	14,000
10 + GC BIDDERS	-20%	\$	13,180

NOTE: THE BASIC CONCEPT IS THAT HISTORICALLY WITH FEWER GC BIDDERS PRICES WILL GENERALLY RISE AND WITH MORE GC BIDDERS PRICES WILL GENERALLY FALL.

PROJECT: ROLLING HILLS CITY HALL RENOVATIONS RHWCC JOB NO.: 20-06

LOCATION: ROLLING HILLS, CALIFORNIA
CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: Moveable Partition at Council Chamber ESTIMATE DATE: 06/12/20

ADJUSTED GSF: 80

	Moveable counter and partition							
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	•	ΓΟΤΑL		
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			_		NONE		
2.10	SITEWORK		0.0%	_		NONE		
2.20	DEMOLITION		19.4%	25.00		2,000		
3.10	CONCRETE		0.0%	-		NONE		
6.10	CARPENTRY		58.3%	75.00		6,000		
8.10	DOORS & WINDOWS		4.9%	6.25		500		
9.10	FINISHES		6.8%	8.75		700		
9.50	TILE		10.7%	13.75		1,100		
10.10	SPECIALTIES		0.0%	_		NONE		
15.10	PLUMBING		0.0%	-		NONE		
15.20	FIRE PROTECTION		0.0%	-		NONE		
15.30	HVAC		0.0%	_		NONE		
16.10	ELECTRICAL		0.0%	-		NONE		
	TOTAL DIRECT COST			\$128.75	\$	10,300		
	PRORATES							
	GENERAL CONDITIONS	20.0%				2,060		
	DESIGN CONTINGENCY	10.0%				1,030		
	ESCALATION	1.8%				190		
	SUBTOTAL			\$169.75	\$	13,580		
	CONTRACTOR BURDENS							
	BONDS	1.2%				170		
	OVERHEAD & PROFIT	20.0%				2,720		
	- TOTAL PROJECT COSTS			\$205.88	\$	16,470		

PROJECT: ROLLING HILLS CITY HALL RENOVATIONS RHWCC JOB NO.: 20-06

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: Moveable Partition at Council Chamber ESTIMATE DATE: 06/12/20

ADJUSTED GSF: 80

	Moveable counter a	and partition			Moveable counter and partition							
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL							
1.10	GENERAL CONDITIONS See Prorates Above.			0.00	_							
	SUBTOTAL 1.10	\$0.00	SF	0.00	NONE							
	DEMONITION.											
2.20	DEMOLITION Mass Demolition Areas (Per SF Allowance)	80	SF	15.00	1,200							
			_		·							
	Haul & Disposal Fees (Allowance)	1	LS	800.00	800							
	SUBTOTAL 2.20	\$25.00	SF		2,000							
6.10	CARPENTRY											
0.10	Rough Carpentry											
	Reframe (e)	-	EA	-	-							
	Finish Carpentry											
	Lobby Reception Desk, 10 If	1	EA	6,000.00	6,000							
	SUBTOTAL 6.10	\$75.00	SF		6,000							
8.10	DOORS & WINDOWS											
0.10	New moveable partition	1	EA	500.00	500							
	SUBTOTAL 8.10	\$6.25	SF	000.00	500							
9.10	FINICHES											
9.10	FINISHES Wall Finishes											
	Misc. Patch & Repair (Per SF Allowance)	80	SF	2.50	200							
	Misc. Additional Painting (Allowance)	1	LS	500.00	500							
	SUBTOTAL 9.10	\$8.75	SF		700							
0.50	TUE		_									
9.50	TILE Ceramic Tile, Floor	44	SF	25.00	1,100							
				20.00	.,							
	SUBTOTAL 9.50	\$13.75	SF		1,100							



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.B Mtg. Date: 05/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: **ELAINE JENG, CITY MANAGER**

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER LAYOUT OPTIONS TO BRING EXISTING RESTROOMS AT

> CITY HALL TO COMPLY WITH ADA AND RELATED CODES, AND SELECT AN OPTION TO CONTINUE THE DEVELOPMENT OF

CONSTRUCTION PLANS.

DATE: May 26, 2020

BACKGROUND:

At the May 11, 2020 City Council meeting, staff presented layout options for the restrooms at City Hall to comply with Americans with Disability Act (ADA) and relevant codes. The staff report from the May 11, 2020 and the five layout options presented are included as an attachment to this report. At the conclusion of staff's presentation, based on his experience with ADA codes, one member of the City Council expressed that City Hall does not need three restrooms and the existing urinal can be eliminated.

DISCUSSION:

On Tuesday, May 12, 2020, staff held a virtual meeting with the City's architect Pacific Architecture and Engineering Inc. (PAE) to review the comments from the May 11, 2020 City Council meeting. PAE provided relevant sections from the California Building and Plumbing codes to demonstrate the process in reaching the conclusion that City Hall requires 1 toilet for men, 2 toilets for women, 1 urinal for men, 1 lavatory for men, 1 lavatory for women, 1 drinking fountain and 1 service sink.

City Hall falls in two groups per code: Assembly Group A-3 and Business Group B. Assembly Group A-3 addresses the City Council Chamber and the Business Group B addresses the offices in City Hall. Based on occupancy load, the assembly space of City Hall would need to make provisions for 40 people; the business areas would need to make provisions for 60 people. Translating the occupancy load into fixture counts, Assembly A-3 would require a minimum of 1 toilet for men for occupancy count between 1 and 100 people, 2 toilets for occupancy count between 25-50 people, 1 urinal for men for occupancy count between 1 and 100 people, 1 lavatory for men for occupancy count between 1 and 200 people, 1 lavatory for women for occupancy between 1 and 100 people. The total fixture count for City Hall would be greater if using Business occupancy. Per PAE, it appears the code requirements at the time City Hall was constructed did not change as the current number of fixtures are aligned with the current codes.

The layout options presented at the May 11, 2020 City Council meeting all satisfy the code required fixture count for City Hall.

FISCAL IMPACT:

PAE's current contract with the City includes a defined number of hours dedicated to exploring improvement options. Should the City Council decide to request PAE to further develop improvement options beyond the ones presented, the City may incur additional design costs.

It is unknown at this time the overall construction cost of bringing City Hall into compliance with ADA and relevant codes. If the City Council approves the recommended option, it is anticipated that PAE can further develop the design plans in the months of June 2020 to provide a more refined estimate of the overall cost of improvements.

RECOMMENDATION:

Staff recommends that the City Council receive a presentation from staff on the options developed to bring the restrooms at City Hall to comply with ADA and relevant codes, select Option 3.5 and direct staff to proceed with development of design plans.

ATTACHMENTS:

7A_May_11_2020_StaffReport_CityHallADAOptions.pdf 7A_ADA_Restrooms_Options_2020_May.pdf 7A_CodeSections_ADAOptions.pdf



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C Mtg. Date: 05/11/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: **ELAINE JENG, CITY MANAGER**

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER LAYOUT OPTIONS TO BRING EXISTING RESTROOMS AT

> CITY HALL TO COMPLY WITH ADA CODES, AND SELECT AN OPTION TO CONTINUE THE DEVELOPMENT OF CONSTRUCTION

PLANS.

DATE: May 11, 2020

BACKGROUND:

On January 27, 2020, the City Council engaged Pacific Architecture and Engineering Inc. (PAE) to prepare a set of construction plans to bring City Hall into compliance with Americans with Disabilities (ADA) codes. PAE was provided with a copy of the City's draft ADA Transition Plan completed by Disability Access Consultants (DAC) paid for by the City's insurance provided CJPIA. PAE was tasked to address the deficiencies listed in the draft ADA Transition Plan for City Hall. This includes the front door, the pathways, the public counter, the Council Chamber, and the restrooms.

DISCUSSION:

The first focus of PAE's work is the restrooms as the restrooms require major work due to existing space constraints. Improvements needed at the restrooms will dictate the manner in which the other improvements will be constructed at City Hall.

PAE worked with staff to develop many options with the priority to be in full compliance with ADA and relevant codes, consideration for functionality, and considerations for budget and impacts to City Hall operations during construction. PAE was asked to the extent possible, keep all necessary improvements within the existing footprint of the building. Attached to this report are five options for consideration with high level construction cost ranking by PAE.

Option 1 (Cost #1, #1 being the most cost effective)

This option would create three separate All Gender restrooms in the existing restroom locations. One of the three restrooms has to be ADA compliant. This option would eliminate the closet space holding the water heater, refrigerator, the telephone box/wires, cables and switches for the City's computer network, and the small kitchenette. The uses eliminated by the new restrooms would need to be replaced elsewhere in City Hall.

Option 2 (Cost #2)

This option would keep the men and women's restrooms in the current locations but both sets of restrooms would need to be converted into single use. The entry way into the restrooms would need to be widened to meet building code. This option would create an ADA restroom in the current copy room. To access the ADA restroom, the public counter would need to be rotated 90 degrees. This option would diminish the footprint of the existing copy room.

Option 3 (Cost #3)

The restrooms would be moved to the copy room. The public counter would be rotated 90 degrees to allow a walkway from the front door to the new restrooms. There would be a women's restroom and an All Gender restroom. Both sets of restrooms would be ADA compliant. In place of the existing restrooms, a copy room, a meeting room and additional storage room would be created. This option separates the public part of the house from the staff side of the house but diminishes considerably the existing office space that needs to house three employees.

Option 3.5 (Cost #3.5)

This option is a variation of Option 3 with the All Gender restroom placed in portions of the lobby rather than the office space. As with Option 3, this layout would allow the creation of a meeting room and preserve the office space for three employees.

Option 4 (Cost #4)

This option plots ADA compliant restrooms in the existing location. As with Option 1, this layout would displace a number of existing uses that need replacement elsewhere in City Hall and would require the widening of the existing hallway by shrinking the offices located across the restrooms.

The cost ranking provided by PAE is specific to the cost of improving the restrooms. It should be noted that the overall impacts of the options presented are currently not available because the project is in the early stages of development. It should also be noted that as a part of the PAE's scope of work, PAE will develop options for consideration and based on a selected option will further develop the design plans for the overall improvements. Should the City decide to change the selected option necessitating changes to the overall improvement plans as the project progresses, the City may incur additional design fees.

Evaluating the five options, Option 4 was eliminated as the layout would require changes to many other components of City Hall unnecessarily and also it is the most expensive option. Option 1 is ranked the most economical option but it would require external customers to traverse through a small opening at the front lobby, through working offices to access restrooms. This option would require the replacement of other uses that may be more costly to replace than to keep in its existing locations. Also given the unknown environment as the world return to day to day activities due to a temporary shut down to slow the pandemic, this option would not create a separation between public and private use. Option 2 is ranked the second most economical option. This option would create a separation between the public and private use, keep existing uses intact but additional structural work is necessary to be compliant with the building code. Options 3 and 3.5 offer functionality, the separation of public and private uses, the addition of a much needed meeting room and locates areas to replace displaced uses. Between Option 3 and 3.5, Option 3.5 would be preferred to keep the office space as is to accommodate three existing employees that occupy that space.

Staff recommends that the City Council select Option 3.5.

FISCAL IMPACT: 173

In FY 2019-2020, \$30,000 was budgeted for architectural/engineering services for the City Hall ADA Improvement project. The City Council engaged the services of PAE on January 27, 2020 for amount not-to-exceed \$36,744.16. The City Council also approved to fund the shortfall of \$6,722.16 from the funds set aside for the Tennis Court Improvement project.

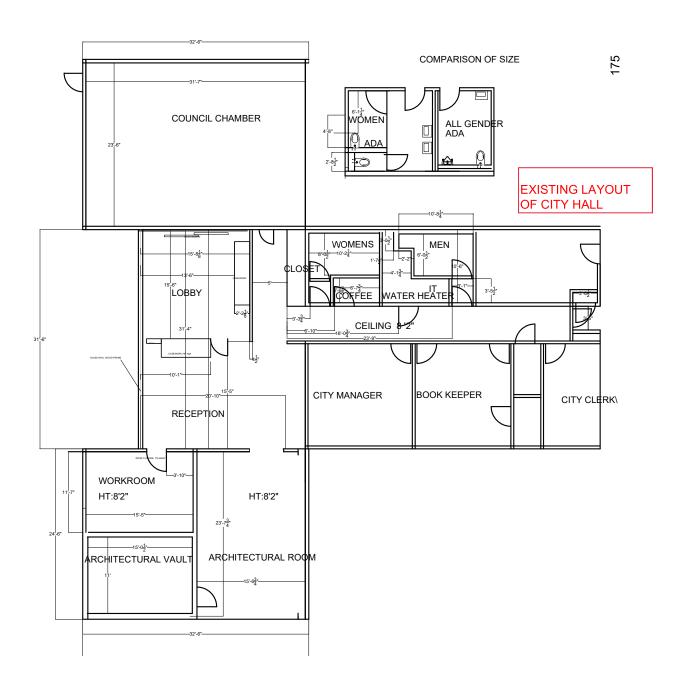
It is unknown at this time the overall cost of bringing City Hall into compliance with ADA and relevant codes. If the City Council approves the recommended option, it is anticipated that PAE can further develop the design plans in the months of May and June 2020 to provide a good estimate of the overall cost of improvements.

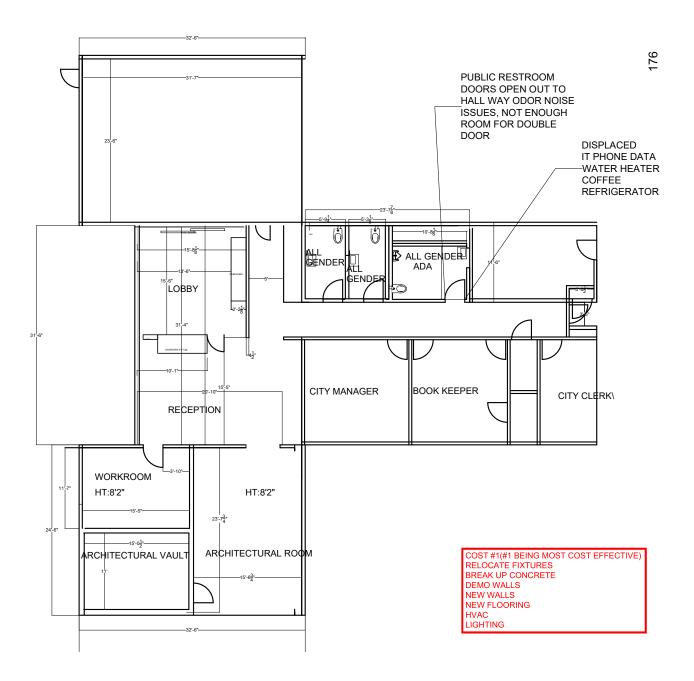
RECOMMENDATION:

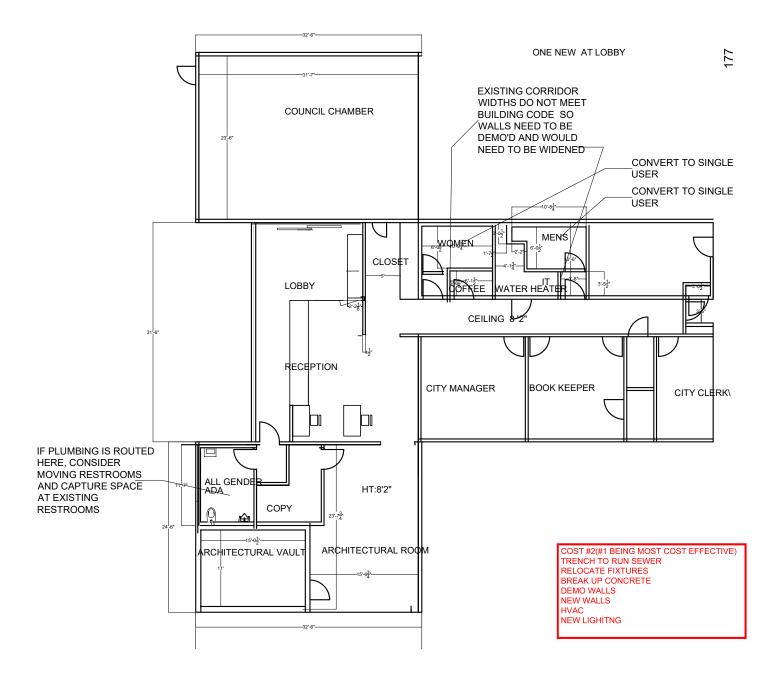
Staff recommends that the City Council receive a presentation from staff on the options developed to bring the restrooms at City Hall to comply ADA codes, selection Option 3.5 and direct staff to proceed with development of design plans.

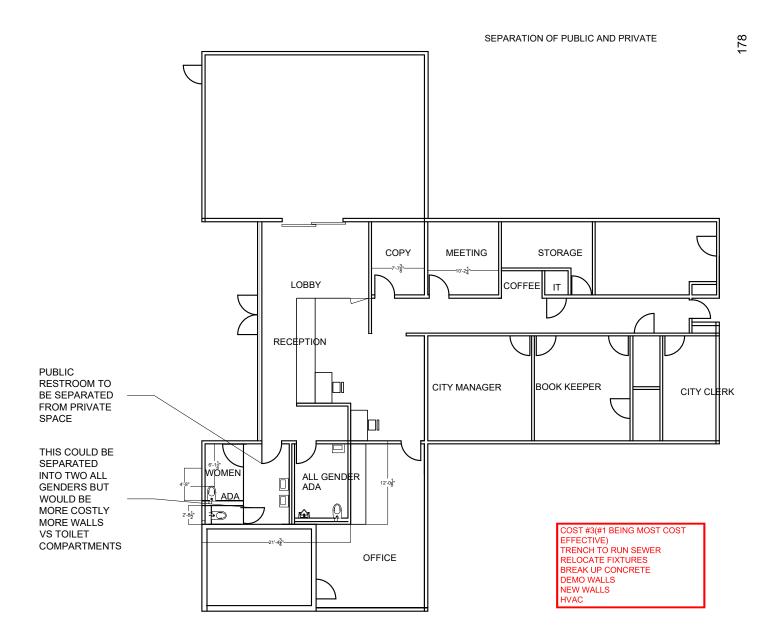
ATTACHMENTS:

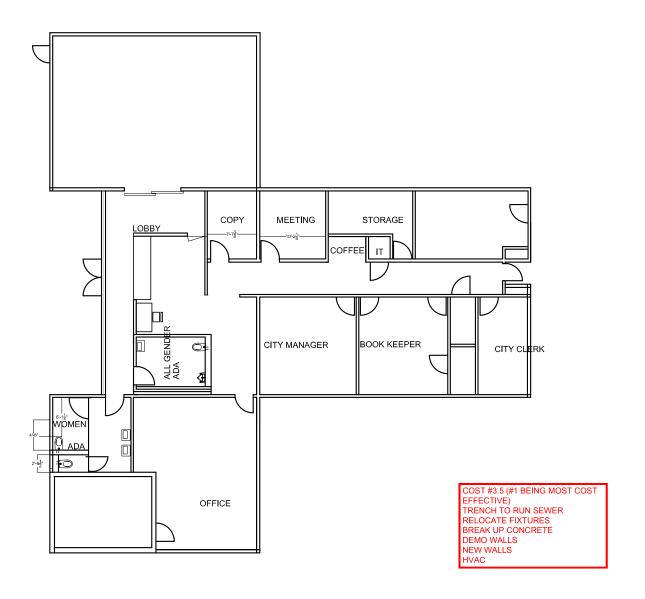
ADA_Restrooms_Options_2020_May.pdf

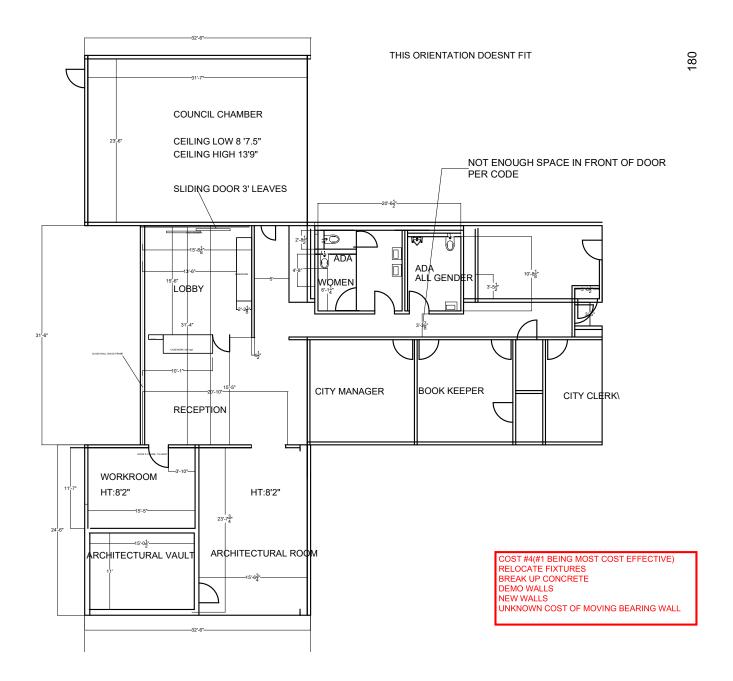












Am Taverns and bars 303.4 Assembly Group A-3. Group A-3 occupancy includes assembly uses intended for worship, recreation or amusement Ani and other assembly uses not classified elsewhere in Group A Ban including, but not limited to: Bart Amusement arcades Car Art galleries Civi wing aller Clin Dry Community halls Courtroom Dance halls (not including food or drink consumption) Edu Elec Exhibition halls Funeral parlors Foo Greenhouses for the conservation and exhibition of plants that provide public access. Gymnasiums (without spectator seating) Indoor swimming pools (without spectator seating) Lab Indoor tennis courts (without spectator seating) Mot

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California Building Code, Chapter 3 Use and Occupancy Classification, Section 303.4 Assembly Group A and Section 304 Business Group B

SECTION 304 BUSINESS GROUP B

Waiting areas in transportation terminals

304.1 Business Group B. Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

Airport traffic control towers

Lecture halls

Places of religious worship

Pool and billiard parlors

Libraries

Museums

Ambulatory care facilities serving six or fewer patients (see Section 308.3.3, I-2.1 for facilities serving more than five patients)

Animal hospitals, kennels and pounds

Banks

Barber and beauty shops

Car wash

Civic administration

Clinic, outpatient [SFM] (not classified as Group I-2.1)

Dry cleaning and laundries: pick-up and delivery stations and self-service

Educational occupancies for students above the 12th grade Electronic data processing

Food processing establishments and commercial kitchens not associated with restaurants, cafeterias and similar dining facilities not more than 2,500 square feet (232 m2)

Laboratories: testing and research and [SFM] instruction

Motor vehicle showrooms

Post offices

Print shops

Professional services (architects, attorneys, dentists,

physicians, engineers, etc.)

Radio and television stations

Telephone exchanges

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TABLE 1004.5 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT

FUNCTION OF SPACE	OCCUPANT LOAD FACTOR*
Accessory storage areas, mechanical equip- ment room	300 gross
Agricultural building	300 gross
Aircraft hangars	500 gross
Airport terminal Baggage claim Baggage haim Concourse Waiting areas	20 gross 300 gross 100 gross 15 gross
Assembly Gaming floors (keno, slots, etc.) Exhibit gallery and museum	11 gross 30 net
Assembly with fixed seats	See Section 1004.6
Assembly without fixed seats Concentrated (chairs only—not fixed) Standing space Unconcentrated (tables and chairs)	7 net
Bowling centers, allow 5 persons for each lane including 15 feet of runway, and for additional areas	7 net
Business areas Concentrated business use areas	150 gross See Section 1004.8
Courtrooms—other than fixed seating areas	40 net
Day care	35 net
Dormitories	50 gross
Educational Classroom area Shops and other vocational room. areas	20 net 50 net
Exercise rooms	50 gross
Group H-5 fabrication and manufacturing areas	200 gross
Industrial areas	100 gross
Institutional areas Inpatient treatment areas Outpatient areas Sleeping areas	240 gross 100 gross 120 gross
Kitchens, commercial	200 gross
Laboratory Educational (K-12* grade) Laboratories, non-educational Laboratory suite*	50 net 100 net 200 gross
Library Reading rooms Stack area	50 net 100 gross
Locker rooms	50 gross
Mall buildings—covered and open	See Section 402.8.2
Mercantile Storage, stock, shipping areas	60 gross 300 gross
Parking garages	200 gross
Residential	200 gross
Skating rinks, swimming pools Rink and pool Decks	50 gross 15 gross
Stages and platforms	15 net
Warehouses	500 gross

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m².

California Building Code, Chapter 10 Means of Egress, 1004 Occupancy Load

California Code of Regulations, Title 19, Division 1, 3.27

The number of occupants of any building, structure, or portion thereof, shall not exceed the permitted or posted capacity.

Table 1004.5 Maximum Floor Area Allowances Per Occupant

a. Floor area in square feet per occupant.

b. See Section 453.2.

TYPE OF OCCUPANCY ²		CLOSETS ER PERSON) ³	URINALS (FIXTURES PER PERSON) ⁴		TORIES ER PERSON) ^{5, 6}	OR SHOWERS (FIXTURES PER PERSON)	DRINKING FOUNTAINS/ FACILITIES (FIXTURES PER PERSON)	OTHER														
A-I Assembly occupancy (fixed or permanent seat- ing)- theaters, concert halls, and auditoriums	Male 1: 1-100 2: 101-200 3: 201-400	Female 1: 1-25 2: 26-50 3: 51-100 4: 101-200 6: 201-300 8: 301-400	Male 1: 1-200 2: 201-300 3: 301-400 4: 401-600	Male 1: 1-200 2: 201-400 3: 401-600 4: 601-750	Female 1: 1-100 2: 101-200 4: 201-300 5: 301-500 6: 501-750	-	L	L. _	L _	L _	L. _	L _	L _	L _	L _	L	L _	L	_	L _	1: 1-250 2: 251-500 3: 501-750	1 service sink or laundry trav
	and 1 fixtu	d 1 fixture for nat 500 males are for each 25 females.	Over 600, add 1 fixture for each additional 300 males.	each addition and 1 fixtu	d 1 fixture for nal 250 males are for each 200 females.		Over 750, add 1 fixture for each additional 500 persons.	raundry tray														
A-2 Assembly occupancy- restaurants, pubs, lounges, nightclubs and banquet halls	Male 1: 1-50 2: 51-150 3: 151-300 4: 301-400	Female 1: 1-25 2: 26-50 3: 51-100 4: 101-200 6: 201-300 8: 301-400	Male 1: 1-200 2: 201-300 3: 301-400 4: 401-6000	Male 1:1-150 2:151-200 3:201-400	Female 1: 1-150 2: 151-200 4: 201-400	_	_	1: 1-250 2: 251-500 3: 501-750	1 service sink or laundry tray													
	each addition and I fixture	d I fixture for nal 250 males for each 125 ales.	Over 600, add 1 fixture for each additional 300 males.	fixture for each additional 250 males and 1 fixture for each additional 200 females			Over 750, add 1 fixture for each additional 500 persons.	raundry tray														
A-3 Assembly occupancy (typical without fixed or permanent seating)- arcades, places of wor- ship, museums, libraries, lecture halls, gymnasiums (without spectator seat- ium) indoor people (with	Male 1: 1-100 2: 101-200 3: 201-400	Female 1: 1-25 2: 26-50 3: 51-100 4: 101-200 6: 201-300 8: 301-400	Male 1: 1-100 2: 101-200 3: 201-400 4: 401-600	Male 1: 1-200 2: 201-400 3: 401-600 4: 601-750	Female 1: 1-100 2: 101-200 4: 201-300 5: 301-500 6: 501-750	_	1: 1-250 2: 251-500 3: 501-750	l service sink or laundry tray														
ing), indoor pools (with- out spectator seating)		nal 500 males are for each	Over 600, add 1 fixture for each additional 300 males.	Over 750 add 1 fixture for			Over 750, add 1 fixture for each additional 500 persons.	radiury tray														

California Plumbing Code 2019, Chapter 4 Plumbing Fixtures and Fixture Fittings, 422.0 Minimum Number of Required Fixtures, Table 422.1 Minimum Plumbing Facilities



ROLLING HILLS CITY HALL RENOVATIONS 2 PORTUGUESE BEND ROAD ROLLING HILLS, CALIFORNIA

10% SCHEMATIC DESIGN COST ESTIMATE

May 9, 2020

RHWCC JOB NUMBER: 20-06

PREPARED BY

PACIFIC ARCHITECTURE & ENGINEERING, INC. HERMOSA BEACH, CA



Rev 0



PACIFIC ARCH & ENG, INC. 2447 PACIFIC COAST HIGHWAY, SUITE 218 HERMOSA BEACH, CA 90254 DATE: 05/09/20 RHW NO: 20-06 REV: 0

OFFICE: 310-698-8711

PROJECT:

ROLLING HILLS CITY HALL RENOVATIONS 2 PORTUGUESE BEND ROAD ROLLING HILLS, CALIFORNIA

OWNER: CITY OF ROLLING HILLS

CLIENT: CITY OF ROLLING HILLS

DESIGN TEAM: PACIFIC ARCHITECTURE & ENGINEERING. INC.

ARCHITECTURAL: PACIFIC ARCH & ENG

STRUCTURAL: TBD
MECHANICAL: TBD
ELECTRICAL: TBD

ESTIMATING TEAM:

ARCH/STRUCT: RW
PLUMBING: RW
ELECTRICAL: RW
CHECKED BY: JFH

ESTIMATE LEVEL: 10% SCHEMATIC DESIGN COST ESTIMATE

ESTIMATE TYPE: OPINION OF COST

PLAN DATE: 2020-05-06, 3 PAGES

SPEC DATE: NONE

PROJECT TYPE: ADA & NON-ADA UPGRADES

PROJECT SCOPE:

THE CITY OF ROLLING HILLS IS MODERNIZING THEIR CITY HALL BUILDING WITH ADA UPGRADES

ESTIMATE BASIS:

THIS COST ESTIMATE IS DEFINED AS AN "OPINION OF COST" MEANING THAT THE COSTS REFLECTED IN THE ESTIMATE ARE THE CONSIDERED OPINION OF THE ESTIMATOR BASED ON THE CURRENT COSTS OF MATERIAL AND LABOR, UPON INFORMATION AVAILABLE IN PUBLISHED REFERENCE SOURCES, HISTORICAL COST DATA, CLIENT OR VENDOR PROVIDED COST DATA AND THE PERSONAL EXPERIENCE OF THE ESTIMATOR. THE FINAL COST OF THE PROJECT MAY VARY FROM THE ESTIMATOR'S "OPINION OF COST" BASED ON FACTORS BEYOND THE CONTROL OF THE ESTIMATOR SUCH AS, BUT NOT LIMITED TO, THE NUMBER OF GENERAL CONTRACTORS AND/OR SUBCONTRACTORS PARTICIPATING IN THE BID PROCESS; SUDDEN CHANGES IN NATIONAL AND LOCAL MARKET CONDITIONS; THE NATIONAL AND LOCAL ECONOMY; AND DECISIONS MADE BY THE CLIENT.



PACIFIC ARCH & ENG, INC. 2447 PACIFIC COAST HIGHWAY, SUITE 218 HERMOSA BEACH, CA 90254

DATE: 05/09/20 RHW NO: 20-06 REV: 0

COMPETITIVE BIDDING:

THE PRICES IN THIS ESTIMATE ARE BASED ON COMPETITIVE BIDDING. COMPETITIVE BIDDING IS RECEIVING RESPONSIVE BIDS FROM AT LEAST FIVE OR MORE GENERAL CONTRACTORS AND THREE OR MORE RESPONSIVE BIDS FROM MAJOR SUBCONTRACTORS OR TRADES. MAJOR SUBCONTRACTORS ARE CONCRETE, MASONRY, STRUCTURAL STEEL, FRAMING, ROOFING, MECHANICAL, PLUMBING AND ELECTRICAL SUBCONTRACTORS AND ANY OTHER MAJOR COMPONENTS OF THE PROJECT.

OFFICE: 310-698-8711

WITHOUT COMPETITIVE BIDDING, CONTRACTOR BIDS CAN AND HAVE RANGED FROM 25% TO 100% AND MORE OVER THE PRICES IN THIS ESTIMATE, DEPENDING ON THE SIZE OF THE JOB. WITH COMPETITIVE BIDDING, CONTRACTOR BIDS CAN RANGE AS LOW AS 25% BELOW THE PRICES IN THIS ESTIMATE BASED ON CURRENT MARKET CONDITIONS.

ESCALATION:

ESCALATION IS BASED ON 3.5% PER YEAR AND CARRIED FROM THE ESTIMATE DATE TO THE MID-POINT OF CONSTRUCTION. ONE MAJOR FACTOR IN ESCALATION IS INFLATION AND WE MAY BE IN A PERIOD WITH THE POTENTIAL FOR EXTREME INFLATIONARY PRESSURES. THERE ARE TOO MANY VARIABLES TO DETERMINE HOW ESCALATION WILL IMPACT ANY SPECIFIC PROJECT. THERE MAY ONLY BE NEGLIGIBLE IMPACT OR IT MAY BE GREATER THAN PREDICTED.

WAGE RATES:

THIS OPINION OF COST IS BASED ON MARKET WAGE-RATES & CONDITIONS AND CURRENTLY APPLICABLE PREVAILING WAGES IN LOS ANGELES COUNTY.

WORK SCOPE CHANGES:

THE USER IS CAUTIONED THAT SIGNIFICANT CHANGES IN THE SCOPE OF THE PROJECT, OR ALTERATIONS TO THE PROJECT DOCUMENTS AFTER COMPLETION OF THIS OPINION OF COST ESTIMATE CAN CAUSE MAJOR COST CHANGES. IN THIS CIRCUMSTANCE, RHWCC SHOULD BE NOTIFIED AND AN APPROPRIATE ADJUSTMENT MADE TO THIS OPINION OF COST ESTIMATE.

PHASES: NONE

PRORATES:		AREA SF:	GSF
GENERAL CONDITIONS:	25.0%	ADA AREAS	0
DESIGN CONTINGENCY:	35.0%	NON-ADA AREAS	0
ESCALATION:	2.1%		
INSURANCE & BONDS:	1.2%		
OVERHEAD & PROFIT:	25.0%	total building area	0

ESCALATION:

ESCALATION (9 MONTHS TO MPC AT 3.5% P/A)

ESCALATION PER YEAR: 3.5%

ESTIMATE DATE: 05/09/20

START DATE: 09/01/20 CONST. LEN: 6.0 MONTHS FINISH DATE: 03/01/21 MID-POINT: 7.0 MONTHS



PACIFIC ARCH & ENG, INC. 2447 PACIFIC COAST HIGHWAY, SUITE 218 HERMOSA BEACH, CA 90254

DATE: 05/09/20 RHW NO: 20-06 REV: 0

OFFICE: 310-698-8711

SUPPLIER PROVIDED QUOTES & OTHER CONTACTS:

NONE

GENERAL EXCLUSIONS (UNLESS OTHERWISE NOTED):

- 1. ARCHITECTURAL FEES, ENGINEERING FEES & OTHER SOFT COSTS.
- 2. THE COST OF LAND & EASEMENT ACQUISITION.
- 3. ASSESSMENTS, TAXES, FINANCE, LEGAL & DEVELOPMENT CHARGES.
- 4. COMPRESSION OF SCHEDULE & PREMIUM OR SHIFT WORK.
- 5. RESTRICTIONS ON THE CONTRACTOR'S WORKING HOURS.
- 6. BUILDER'S RISK, PROJECT WRAP-UP & OTHER OWNER PROVIDED INSURANCE PROGRAMS.
- 7. SUSTAINABLE DESIGN & LEED REQUIREMENTS.
- 8. HAZARDOUS MATERIAL HANDLING, DISPOSAL & ABATEMENT.
- 9. ENVIRONMENTAL IMPACT MITIGATION.
- 10. OWNER SUPPLIED & INSTALLED FURNITURE, FIXTURES & EQUIPMENT.
- 11. LOOSE FURNITURE & EQUIPMENT EXCEPT AS SPECIFICALLY IDENTIFIED.

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: PROJECT SUMMARY

RHWCC JOB NO: 20-06
PREPARED BY: RW
CHECKED BY: JFH
ESTIMATE DATE: 05/09/20

REV: 0

	10% SCHEMATIC DESIGN COST ESTIMATE							
TAB	DESCRIPTION	ADJ SF	UNIT	COST	TOTAL			
	PROJECT SUMMARY							
	OPTION 1 - RESTROOMS & RECONFIGURATION	1,390	SF	\$483.04	\$ 671,420			
	OPTION 2 - RESTROOMS	260	SF	\$1,033.31	\$ 268,660			
					_			

SPECULATIVE BID RANGE FORECAST BASED ON CURRENT MARKET CONDITIONS AND GENERAL CONTRACTOR BIDDER PARTICIPATION LEVELS

	%	OPTION 1	OPTION 2
1 - 2 GC BIDDERS	100%	\$ 1,342,840	\$ 537,320
2 - 3 GC BIDDERS	75%	\$ 1,174,990	\$ 470,160
3 - 4 GC BIDDERS	50%	\$ 1,007,130	\$ 402,990
4 - 5 GC BIDDERS	25%	\$ 839,280	\$ 335,830
5 - 6 GC BIDDERS	0%	\$ 671,420	\$ 268,660
6 - 7 GC BIDDERS	-5%	\$ 637,850	\$ 255,230
7 - 8 GC BIDDERS	-10%	\$ 604,280	\$ 241,800
8 - 9 GC BIDDERS	-15%	\$ 570,710	\$ 228,370
10 + GC BIDDERS	-20%	\$ 537,140	\$ 214,930

NOTE: THE BASIC CONCEPT IS THAT HISTORICALLY WITH FEWER GC BIDDERS PRICES WILL GENERALLY RISE AND WITH MORE GC BIDDERS PRICES WILL GENERALLY FALL.

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: OPTION 1 - RESTROOMS & MISC. AREAS

CHECKED BY: JFH

05/09/20

ADJUSTED GSF: 1,390

RHWCC JOB NO.:

PREPARED BY:

20-06

RW

	10% SCHEMATIC DESIGN COST ESTIMATE							
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST		TOTAL		
	OPTION 1							
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-		NONE		
2.10	SITEWORK		7.1%	17.99		25,000		
2.20	DEMOLITION		8.2%	20.86		28,990		
3.10	CONCRETE		5.5%	13.95		19,390		
6.10	CARPENTRY		7.5%	19.05		26,480		
8.10	DOORS & WINDOWS		10.9%	27.68		38,480		
9.10	FINISHES		18.8%	47.68		66,280		
9.50	TILE		4.4%	11.28		15,680		
10.10	SPECIALTIES		2.4%	6.06		8,430		
15.10	PLUMBING		10.5%	26.62		37,000		
15.20	FIRE PROTECTION		1.0%	2.50		3,480		
15.30	HVAC		9.9%	25.00		34,750		
16.10	ELECTRICAL		13.8%	35.00		48,650		
	TOTAL DIRECT COST			\$253.68	\$	352,610		
	PRORATES							
	GENERAL CONDITIONS	20.0%				70,530		
	DESIGN CONTINGENCY	35.0%				123,420		
	ESCALATION	2.1%				7,410		
	SUBTOTAL			\$398.54	\$	553,970		
	CONTRACTOR BURDENS							
	BONDS	1.2%				6,650		
	OVERHEAD & PROFIT	20.0%				110,800		
	OPTION 1 - TOTAL PROJECT COSTS			\$483.04	\$	671,420		

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: OPTION 1 - RESTROOMS & MISC. AREAS ESTIMATE DATE: 05/09/20

ADJUSTED GSF: 1,390

20-06

RW

JFH

RHWCC JOB NO.:

PREPARED BY:

CHECKED BY:

	10% SCHEMATIC DESIGN C	OST ESTI	MATE		
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	GENERAL CONDITIONS See Prorates Above.			0.00	<u>-</u>
	SUBTOTAL 1.10	\$0.00	SF		NONE
2.10	SITEWORK Sewer Line, 4" Restore Landscaping & Hardscape (Allowance)	150 1	LF LS	100.00 10,000.00	15,000 10,000 -
	SUBTOTAL 2.10	\$17.99	SF		25,000
2.20	DEMOLITION Mass Demolition Areas (Per SF Allowance) Demo for New Restroom Concrete Demo Flooring Only (Per SF Allowance) Haul & Disposal Fees (Allowance) Sawcutting (Allowance)	1,200 224 190 1 1	SF SF SF LS LS	15.00 10.00 5.00 5,300.00 2,500.00	18,000 2,240 950 5,300 2,500
	SUBTOTAL 2.20	\$20.86	SF		28,990
3.10	CONCRETE New Restroom Sloping Concrete & Substrate Float & Level Previous Restroom Floor Concrete Curb, 6" Misc. Concrete Work (Allowance)	224 70 90 1	SF SF LF LS	35.00 10.00 65.00 5,000.00	7,840 700 5,850 5,000
	SUBTOTAL 3.10	\$13.95	SF		19,390

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: OPTION 1 - RESTROOMS & MISC. AREAS

CHECKED BY:

ESTIMATE DATE:

ESTIMATE DATE: **05/09/20**ADJUSTED GSF: **1,390**

20-06

RW

JFH

RHWCC JOB NO.:

PREPARED BY:

	10% SCHEMATIC DESIGN COST ESTIMATE							
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL			
6.10	CARPENTRY Rough Carpentry							
	Wood Framed Walls, 2x4 Wood Framed Walls, 2x8 Reframe (e) Door Openings	1,250 200 6	SF SF EA	10.00 12.50 500.00	12,500 2,500 3,000			
	Finish Carpentry							
	Lobby Reception Desk, 10 lf Misc. Finish Carpentry (Per SF Allowance)	1,390	EA SF	5,000.00 2.50	5,000 3,480 -			
	SUBTOTAL 6.10	\$19.05	SF		26,480			
8.10	DOORS & WINDOWS New Interior Doors, SC Wood, 3'x7' Includes Frames & Standard Hardware	13	EA	2,960.00	38,480 - -			
	SUBTOTAL 8.10	\$27.68	SF		38,480			
9.10	FINISHES Wall Finishes New Walls, 2x4 x 125 lf New Walls, 2x8 x 20 lf Misc. Patch & Repair (Per SF Allowance) Walls include gypboard, sound batts & paint.	1,250 200 1,390	SF SF SF	20.00 25.00 2.50	25,000 5,000 3,480			
	Flooring Resilient Flooring Carpet Tiles Lobby Brick (Remove & Replace) Vinyl Base, 4"	570 110 380 410	SF SF SF LF	10.00 10.00 20.00 7.50	5,700 1,100 7,600 3,080			
	Ceilings Acoustic Ceiling Tile, 2x4 Suspended Gypboard Ceiling Paint Gypboard Ceiling	1,060 224 224	SF SF SF	7.50 15.00 2.50	7,950 3,360 560			

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS
DESCRIPTION: OPTION 1 - RESTROOMS & MISC. AREAS

CHECKED BY: JFH
ESTIMATE DATE: 05/09/20

RHWCC JOB NO.:

PREPARED BY:

ADJUSTED GSF: 1,390

20-06

RW

	10% SCHEMATIC DESIGN COST ESTIMATE					
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL	
	Additional Painting Paint/Stain Doors Misc. Additional Painting (Allowance)	13 1	EA LS	150.00 1,500.00	1,950 1,500 -	
	SUBTOTAL 9.10	\$47.68	SF		66,280	
9.50	TILE Ceramic Tile, Floor Ceramic Tile, Wainscot, 4'	224 336	SF SF	25.00 30.00	5,600 10,080 -	
	SUBTOTAL 9.50	\$11.28	SF		15,680	
10.10	SPECIALTIES Toilet Partitions & Accessories Toilet Partition, ADA Toilet Partition, Door & Panel Coat Hooks Grab Bar Sets Mirrors Paper Towel Dispenser & Waste Combo Seat Cover Dispensers Soap Dispensers Toilet Paper Dispensers Toilet Paper Dispensers Corner Guards Markerboards, 6'x4' TV Wall Mounting Bracket Misc. General Building Specialties (Allowance)	1 1 3 2 3 2 3 3 3 3 8 1 1	EA EA EA EA EA EA LS	1,500.00 500.00 75.00 350.00 120.00 750.00 75.00 75.00 600.00 750.00 1,000.00	1,500 500 230 700 360 1,500 230 230 230 600 600 750 1,000	
	SUBTOTAL 10.10	\$6.06	SF		8,430	

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS
DESCRIPTION: OPTION 1 - RESTROOMS & MISC. AREAS

PREPARED BY: RW
CHECKED BY: JFH
ESTIMATE DATE: 05/09/20

20-06

RHWCC JOB NO.:

ADJUSTED GSF: 1,390

	10% SCHEMATIC DESIGN COST ESTIMATE					
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL	
45.40	DILIMADING					
15.10	PLUMBING Toilets	3	EA	2,500.00	7,500	
	Urinals	1	EA	1,500.00	1,500	
	Lavatories	3	EA	1,000.00	3,000	
	Plumbing Rough-Ins	7	EA	3,500.00	24,500	
	Sterilization & Testing	1	LS	1,000.00	500	
	Ctoring a resting		LO	1,000.00	-	
	SUBTOTAL 15.10	\$26.62	SF		37,000	
	OBTOTAL 18.10	Ψ20.02	- 01		37,000	
15.20	FIRE PROTECTION					
10.20	Adjust Sprinkler Heads (Per SF Allowance)	1,390	SF	2.50	3,480	
	, tajast opininas i reads (t er er y menance)	1,000	<u>.</u>	2.00	-	
	SUBTOTAL 15.20	\$2.50	SF		3,480	
15.30	HVAC					
	Reconfigure Existing HVAC (Per SF Allowance)	1,390	SF	25.00	34,750	
					-	
	SUBTOTAL 15.30	\$25.00	SF		34,750	
16.10	ELECTRICAL					
	Reconfigure Existing Electrical (Per SF Allowance)	1,390	SF	35.00	48,650	
					-	
	SUBTOTAL 16.10	\$35.00	SF		48,650	

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: OPTION 2 - RESTROOMS ONLY

CHECKED BY: JFH

05/09/20

ADJUSTED GSF: 260

20-06

RW

RHWCC JOB NO.:

PREPARED BY:

	10% SCHEMATIC DESIGN COST ESTIMATE						
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST		TOTAL	
	OPTION 2						
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-		NONE	
2.10	SITEWORK		0.0%	-		NONE	
2.20	DEMOLITION		7.0%	35.38		9,200	
3.10	CONCRETE		11.9%	60.04		15,610	
6.10	CARPENTRY		4.6%	23.46		6,100	
8.10	DOORS & WINDOWS		6.8%	34.15		8,880	
9.10	FINISHES		12.3%	62.23		16,180	
9.50	TILE		13.2%	66.81		17,370	
10.10	SPECIALTIES		3.6%	18.19		4,730	
15.10	PLUMBING		28.2%	142.31		37,000	
15.20	FIRE PROTECTION		0.5%	2.50		650	
15.30	HVAC		4.9%	25.00		6,500	
16.10	ELECTRICAL		6.9%	35.00		9,100	
	TOTAL DIRECT COST			\$505.08	\$	131,320	
	PRORATES						
	GENERAL CONDITIONS	25.0%				32,830	
	DESIGN CONTINGENCY	35.0%				45,970	
	ESCALATION	2.1%				2,760	
	SUBTOTAL			\$818.77	\$	212,880	
	CONTRACTOR BURDENS						
	BONDS	1.2%				2,560	
	OVERHEAD & PROFIT	25.0%				53,220	
	OPTION 2 - TOTAL PROJECT COSTS			\$1,033.31	\$	268,660	

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: OPTION 2 - RESTROOMS ONLY

RHWCC JOB NO.: 20-06
PREPARED BY: RW
CHECKED BY: JFH
ESTIMATE DATE: 05/09/20
ADJUSTED GSF: 260

	10% SCHEMATIC DESIGN COST ESTIMATE				
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
4.40					
1.10	GENERAL CONDITIONS See Prorates Above.			0.00	
	See Fluidles Above.			0.00	-
	SUBTOTAL 1.10	\$0.00	SF		NONE
		70.00			
2.10	SITEWORK				
	None				-
					-
	SUBTOTAL 2.10	\$0.00	SF		NONE
2.20	DEMOLITION Maca Demolition Asses (Dan CE Allawanas)	000	o-	45.00	2 000
	Mass Demolition Areas (Per SF Allowance) Demo for New Restroom Concrete	260 260	SF SF	15.00 10.00	3,900 2,600
	Haul & Disposal Fees (Allowance)	200	LS	1,700.00	1,700
	Sawcutting (Allowance)	1	LS	1,000.00	1,000
	3 (·		,,,,,,,,,,	-
	SUBTOTAL 2.20	\$35.38	SF		9,200
2.40	CONCRETE				
3.10	CONCRETE New Restroom Sloping Concrete & Substrate	210	SF	35.00	7,350
	Concrete Curb, 6"	104	LF	65.00	6,760
	Misc. Concrete Work (Allowance)	1	LS	1,500.00	1,500
	((·	_ -	.,300.00	-
	SUBTOTAL 3.10	\$60.04	SF		15,610

LOCATION: ROLLING HILLS, CALIFORNIA
CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: OPTION 2 - RESTROOMS ONLY

RHWCC JOB NO.: 20-06
PREPARED BY: RW
CHECKED BY: JFH
ESTIMATE DATE: 05/09/20
ADJUSTED GSF: 260

	10% SCHEMATIC DESIGN COST ESTIMATE					
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL	
6.10	CARPENTRY					
	Rough Carpentry		0=	40.00		
	Wood Framed Walls, 2x4 Wood Framed Walls, Dbl 2x4	120 340	SF SF	10.00 12.50	1,200 4,250	
	WOOd Framed Walls, Dbl 2X4	340	31	12.30	4,250	
	Finish Carpentry					
	Misc. Finish Carpentry (Per SF Allowance)	260	SF	2.50	650	
					-	
	SUBTOTAL 6.10	\$23.46	SF		6,100	
8.10	DOORS & WINDOWS					
0.10	New Interior Doors, SC Wood, 3'x7'	3	EA	2,960.00	8,880	
	Includes Frames & Standard Hardware			,	-,	
					-	
	SUBTOTAL 8.10	\$34.15	SF		8,880	
		, ,,,,,,,			-,	
9.10	FINISHES					
	Wall Finishes	400	0=			
	New Walls, 2x4 x 12 If New Walls, Dbl 2x4 x 34 If	120 340	SF SF	20.00 25.00	2,400 8,500	
	Misc. Patch & Repair (Per SF Allowance)	260	SF SF	25.00	650	
	Walls include gypboard, sound batts & paint.	200	O1	2.00	333	
	Ceilings					
	Suspended Gypboard Ceiling	210	SF	15.00	3,150	
	Paint Gypboard Ceiling	210	SF	2.50	530	
	Additional Painting		^	150.00	450	
	Paint/Stain Doors Misc. Additional Painting (Allowance)	3	EA LS	150.00 500.00	450 500	
	initial ranking (ranking)	'		300.00	-	
	SUPTOTAL 9.40	\$62.23	SF		16 100	
	SUBTOTAL 9.10	⊅6∠.∠3	3 F		16,180	

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: OPTION 2 - RESTROOMS ONLY

RHWCC JOB NO.: 20-06
PREPARED BY: RW
CHECKED BY: JFH
ESTIMATE DATE: 05/09/20
ADJUSTED GSF: 260

	10% SCHEMATIC DESIGN COST ESTIMATE					
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL	
9.50	TILE					
9.50	Ceramic Tile, Floor	210	SF	25.00	5,250	
	Ceramic Tile, Wainscot, 4'	404	SF	30.00	12,120	
			<u> </u>	00.00	-	
	SUBTOTAL 9.50	\$66.81	SF		17,370	
10.10	SPECIALTIES					
10.10	Toilet Accessories					
	Coat Hooks	3	EA	75.00	230	
	Grab Bar Sets	2	EΑ	350.00	700	
	Mirrors	3	EA	120.00	360	
	Paper Towel Dispenser & Waste Combo	3	EA	750.00	2,250	
	Seat Cover Dispensers	3	EA	75.00	230	
	Soap Dispensers	3	EA	75.00	230	
	Toilet Paper Dispensers	3	EA	75.00	230	
	General Building Specialties					
	Misc. General Building Specialties (Allowance)	1	LS	500.00	500	
					-	
	SUBTOTAL 10.10	\$18.19	SF		4,730	
15.10	PLUMBING					
15.10	Toilets	3	EA	2,500.00	7,500	
	Urinals	1	EΑ	1,500.00	1,500	
	Lavatories	3	EΑ	1,000.00	3,000	
	Plumbing Rough-Ins	7	EA	3,500.00	24,500	
	Sterilization & Testing	1	LS	500.00	500	
	, and the second				-	
	SUBTOTAL 15.10	\$142.31	SF		37,000	
15.20	FIRE PROTECTION					
	Adjust Sprinkler Heads (Per SF Allowance)	260	SF	2.50	650	
					-	
	SUBTOTAL 15.20	\$2.50	SF		650	

LOCATION: ROLLING HILLS, CALIFORNIA

CLIENT: CITY OF ROLLING HILLS

DESCRIPTION: **OPTION 2 - RESTROOMS ONLY** ESTIMATE DATE:

ADJUSTED GSF: 260

20-06

RW

JFH

05/09/20

RHWCC JOB NO.:

PREPARED BY:

CHECKED BY:

	10% SCHEMATIC DESIGN COST ESTIMATE					
ITEM#	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL	
15.30	HVAC Reconfigure Existing HVAC (Per SF Allowance)	260	SF	25.00	6,500 -	
	SUBTOTAL 15.30	\$25.00	SF		6,500	
16.10	ELECTRICAL Reconfigure Existing Electrical (Per SF Allowance)	260	SF	35.00	9,100 -	
-	SUBTOTAL 16.10	\$35.00	SF		9,100	



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A Mtg. Date: 07/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: **ELAINE JENG, CITY MANAGER**

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE CERTIFICATION FOR FUNDING SUBMITTED TO

> THE DEPARTMENT OF FINANCE FOR ALLOCATION OF FEDERAL CARES ACT FUNDING THROUGH THE STATE FOR COVID-19

RELATED EXPENSES.

DATE: July 13, 2020

BACKGROUND:

At the May 26, 2020 meeting, the City Council approved participation in the California League of Cities Support Local Recovery Coalition. The Support Local Recovery campaign requested the Governor of California to provide funding by allocate the State's Federal CARES Act money for all cities for COVID-19 related expenditures.

On June 30, 2020, the California League of Cities informed City Managers that the Department of Finance issued an application for cities to receive their direct allocation from the approved \$500 million of city CARES Act funding. Funds are to be used by October 30, 2020 and are applicable for eligible COVID-19 expenses incurred starting on March 1, 2020. The application was due on July 10, 2020.

DISCUSSION:

On Thursday, July 2, 2020, staff submitted the application for allocation of funding. Cities must attest their adherence to COVID-19 federal guidelines, stay at home orders, and State Executive Orders to receive certification for the funds. No additional action or documentation is needed to certify compliance at this time if the city believes to be in compliance with these orders however, the Department of Public Health, in coordination with the Department of Finance, will notify cities that it believes to be out of compliance. Identified cities will be provided an opportunity to provide documentation and come into compliance to receive funding.

FISCAL IMPACT:

Funding will be allocated in several installments; the first allocation will total one-sixth of Rolling Hills' total allocation. The Department of Finance, utilizing May 2020 city population estimates developed by the Department's Demographic Research Unit, will allocate \$500 million as follows:

\$275 million to cities with a population less than 300,000. Allocation based on the city's

- population share within this parameter.
- \$225 million directly to cities with a population greater than 300,000 that did not receive a direct allocation from the Federal CARES Act. Allocation based on the city's population share within this parameter.
- No City shall receive less than \$50,000.

The City's allocation is \$50,000. The Department of Finance is establishing documentation and reporting requirements for eligible COVID-19 related expenses. If expenses submitted by Rolling Hills are acceptable, the General Fund will be offset by the eligible amount up to \$50,000.

RECOMMENDATION:

Staff recommends that the City Council receive and file the certification for funding submitted to the Department of Finance for CARES Act funding to offset COVID-19 related expenses.

ATTACHMENTS:

CRF01-Local_Government_Certification_Form_RollingHills_signed.pdf City_Funding_Table.pdf Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

- I, Elaine Jeng, am the chief executive or authorized designee of the City of Rolling Hills, and I certify that:
- 1. I have the authority on behalf of the City of Rolling Hills to request payment from the State of California ('State') pursuant to the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
- 2. I understand the State will rely on this certification as a material representation in making a direct payment to the City of Rolling Hills.
- 3. The City of Rolling Hill's proposed uses of the funds provided as direct payment under the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020 will be used only for costs that:
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for the City of Rolling Hills
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
- 4. The City of Rolling Hills agrees to do all of the following as a condition of receipt of funds:
 - a. Adhere to federal guidance and the state's stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency.
 - b. Use the funds in accordance with all applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
 - c. Report on expenditures and summarize regional collaboration and nonduplication of efforts within the region by September 1, 2020, and return any funds that are unspent by October 30, 2020 (unless extended by the Department of Finance based on reported expenditures to date), and repay the state for any cost disallowed after federal review.
 - d. Retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State.

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

By: _Elaine Jeng ______
Signature: ______
Title: __City Manager______

Date: _July 2, 2020________

The completed certification must be submitted by email to:

CRFApplications@dof.ca.gov

Certifications must be received by no later than 11:59 p.m. Pacific Daylight Time on July 10, 2020. Certifications received after that time may be disallowed. The subject line of the email shall only contain the name of the local government entity.

\$500 Million Coronavirus Relief Fund Allocations to Cities

Cities	Allocations ¹		
Adelanto	\$ 440,336		
Agoura Hills	\$ 253,931		
Alameda	\$ 1,003,970		
Albany	\$ 233,818		
Alhambra	\$ 1,071,632		
Aliso Viejo	\$ 617,900		
Alturas	\$ 50,000		
Amador	\$ 50,000		
American Canyon	\$ 257,277		
Anaheim	\$ 30,480,113		
Anderson	\$ 131,756		
Angels City	\$ 50,907		
Antioch	\$ 1,389,299		
Apple Valley	\$ 918,553		
Arcadia	\$ 706,404		
Arcata	\$ 221,792		
Arroyo Grande	\$ 218,384		
Artesia	\$ 203,604		
Arvin	\$ 267,649		
Atascadero	\$ 371,118		
Atherton	\$ 86,813		
Atwater	\$ 387,428		
Auburn	\$ 180,194		
Avalon	\$ 50,000		
Avenal	\$ 162,846		
Azusa	\$ 613,134		
Bakersfield	\$ 33,502,406		
Baldwin Park	\$ 941,494		
Banning	\$ 384,304		
Barstow	\$ 299,640		
Beaumont	\$ 635,569		
Bell	\$ 451,053		
Bell Gardens	\$ 524,123		
	\$ 964,435		
Bellflower	\$ 331,064		
Belmont	\$ 50,000		
Belvedere	\$ 335,533		
Benicia	\$		
Berkeley	 1,513,511		
Beverly Hills	\$ 417,024		
Big Bear Lake	\$ 64,279		
Biggs	\$ 50,000		
Bishop	\$ 50,000		
Blue Lake	\$ 50,000		
Blythe	\$ 237,744		
Bradbury	\$ 50,000		
Brawley	\$ 337,682		
Brea	\$ 563,387		
Brentwood	\$ 804,021		
Brisbane	\$ 57,204		
Buellton	\$ 67,465		
Buena Park	\$ 1,012,440		
Burbank	\$ 1,307,080		
Burlingame	\$ 371,871		
Calabasas	\$ 298,714		
Calexico	\$ 504,948		
California City	\$ 174,848		
Calimesa	\$ 115,186		
Calipatria	\$ 84,491		
Calistoga	\$ 66,032		
Camarillo	\$ 867,522		
Campbell	\$ 522,136		

(Whole dollars)					
Cities		Allocations ¹			
Capitola	\$	124,805			
Carlsbad	\$	1,413,290			
Carmel-by-the-Sea	\$	50,000			
Carpinteria	\$	164,649			
Carson	\$	1,149,617			
Cathedral City	\$	661,559			
Ceres	\$	597,972			
Cerritos	\$	617,283			
Chico	\$	1,362,210			
Chino	\$	1,100,241			
Chino Hills	\$	1,017,515			
Chowchilla	\$	224,668			
Chula Vista	\$	3,360,914			
Citrus Heights	\$	1,084,214			
Claremont	\$	442,114			
Clayton	\$	139,979			
Clearlake	\$	176,527			
Cloverdale	\$	113,754			
Clovis	\$	1,471,470			
Coachella	\$	582,612			
Coalinga	\$	212,358			
Colfax	\$	50,000			
	\$	50,000			
Colma					
Colton	\$	668,202			
Colusa	\$	76,244			
Commerce	\$	158,883			
Compton	\$	1,210,414			
Concord	\$	1,606,893			
Corcoran	\$	263,019			
Corning	\$	94,085			
Corona	\$	2,077,380			
Coronado	\$	263,994			
Corte Madera	\$	124,879			
Costa Mesa	\$	1,417,179			
Cotati	\$	93,011			
Covina	\$	603,108			
Crescent City	\$	82,392			
Cudahy	\$	298,455			
Culver City	\$	490,243			
Cupertino	\$	735,259			
Cypress	\$	608,368			
Daly City	\$	1,347,591			
Dana Point	\$	409,258			
Danville	\$	541,743			
	\$	854,212			
Davis					
Del Mar	\$	52,698			
Del Rey Oaks	\$	50,000			
Delano	\$	654,793			
Desert Hot Springs	\$	366,216			
Diamond Bar	\$	705,972			
Dinuba	\$	320,951			
Dixon	\$	246,597			
Dorris	\$	50,000			
Dos Palos	\$	68,477			
Downey	\$	1,401,758			
Duarte	\$	267,599			
Dublin	\$	811,404			
Dunsmuir	\$	50,000			
East Palo Alto	\$	380,218			
Eastvale	\$	820,010			
El Cajon	\$	1,288,954			
El Centro	\$	563,733			
	· ·	,			

Cities	Allocations ¹
El Cerrito	\$ 308,098
El Monte	\$ 1,440,602
El Paso de Robles	\$ 385,490
El Segundo	\$ 207,148
Elk Grove	\$ 2,174,997
Emeryville	\$ 151,845
Encinitas	\$ 767,782
Escalon	\$ 92,332
Escondido	\$ 1,889,210
Etna	\$ 50,000
Eureka	\$ 329,656
Exeter	\$ 136,189
Fairfax	\$ 91,356
Fairfield	\$ 1,444,380
Farmersville	\$ 140,745
Ferndale	\$ 50,000
Fillmore	\$ 192,195
Firebaugh	\$ 98,542
Folsom	\$ 1,007,649
Fontana	\$ 2,629,939
Fort Bragg	\$ 91,702
Fort Jones	\$ 50,000
Fortuna	\$ 149,684
Foster City	\$ 407,863
Fountain Valley	\$ 689,933
Fowler	\$ 79,688
Fremont	\$ 2,891,945
Fullerton	\$ 1,751,601
Galt	\$ 319,161
Garden Grove	\$ 2,158,291
Gardena	\$ 752,397
Gilroy	\$ 704,824
Glendale	\$ 2,535,249
Glendora	\$ 642,878
Goleta	\$ 397,862
Gonzales	\$ 105,025
Grand Terrace	\$ 153,425
Grass Valley	\$ 158,846
Greenfield	\$ 225,755
Gridley	\$ 79,046
Grover Beach	\$ 163,155
Guadalupe	\$ 99,777
Gustine	\$ 72,539
Half Moon Bay	\$ 153,487
Hanford	\$ 732,790
Hawaiian Gardens	\$ 180,873
Hawthorne	\$ 1,073,003
Hayward	\$ 1,979,381
Healdsburg	\$ 149,264
Hemet	\$ 1,051,667
Hercules	\$ 315,222
Hermosa Beach	\$ 242,177
Hesperia	\$ 1,190,177
Hidden Hills	\$ 50,000
Highland	\$ 683,080
Hillsborough	\$ 140,980
Hollister	\$ 501,862
Holtville	\$ 78,515
Hughson	\$ 90,109
Huntington Beach	\$ 2,485,243
Huntington Park	\$ 734,840
Huron	\$ 90,122
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¹Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

\$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities	Allocations ¹	Cities	Allocations ¹	Cities	Allocations ¹
Imperial	\$ 245,794	Maricopa	\$ 50,000	Pasadena	\$ 1,788,383
Imperial Beach	\$ 346,399	Marina	\$ 275,600	Patterson	\$ 284,898
Indian Wells	\$ 66,712	Martinez	\$ 458,153	Perris	\$ 990,252
Indio	\$ 1,120,515	Marysville	\$ 153,401	Petaluma	\$ 763,954
Industry	\$ 50,000	Maywood	\$ 344,534	Pico Rivera	\$ 782,487
Inglewood	\$ 1,382,521	McFarland	\$ 177,651	Piedmont	\$ 141,412
lone	\$ 98,876	Mendota	\$ 154,512	Pinole	\$ 240,831
Irvine	\$ 3,478,274	Menifee	\$ 1,198,820	Pismo Beach	\$ 100,493
Irwindale	\$ 50,000	Menlo Park	\$ 435,286	Pittsburg	\$ 917,651
Isleton	\$ 50,000	Merced	\$ 1,088,029	Placentia	\$ 635,803
Jackson	\$ 60,007	Mill Valley	\$ 181,182	Placerville	\$ 135,572
Jurupa Valley	\$ 1,322,168	Millbrae	\$ 281,910	Pleasant Hill	\$ 423,099
Kerman	\$ 196,937 \$ 182,701	Milpitas	\$ 962,595	Pleasanton	\$ 981,153
King City		Mission Viejo	\$ 1,163,927 \$ 2,745,200	Plymouth	\$ 50,000 \$ 50,000
Kingsburg		Modesto		Point Arena	
La Canada Flintridge	\$ 252,635	Monrovia	\$ 468,388	Pomona	\$ 1,911,546
La Habra	\$ 782,450 \$ 67,428	Montague	\$ 50,000 \$ 487,588	Port Hueneme	\$ 291,479 \$ 736,568
La Habra Heights	\$ 67,428 \$ 740,408	Montclair	\$ 467,366	Porterville	\$ 736,568 \$ 50,000
La Mesa	\$ 603,491	Monte Sereno	\$ 50,000	Portola	\$ 56,883
La Mirada	\$ 191,282	Montebello	\$ 784,380	Portola Valley	\$ 609,183
La Palma	\$ 191,282	Monterey	\$ 749,891	Poway	\$ 967,781
La Puente	\$ 502,034	Monterey Park	\$ 447,929	Rancho Cordova	\$ 2,167,193
La Quinta	\$ 302,034	Moorpark	\$ 209,235	Rancho Cucamonga	\$ 2,107,193
La Verne	\$ 316,136	Moraga	\$ 2,578,550	Rancho Mirage	\$ 230,003
Lafayette	\$ 275,872	Moreno Valley	\$ 2,376,530	Rancho Palos Verdes	\$ 602,454
Laguna Beach	\$ 389,033	Morgan Hill	\$ 125,793	Rancho Santa Margarita Red Bluff	\$ 175,885
Laguna Hills	\$ 806,465	Morro Bay Mount Shasta	\$ 50,000		\$ 1,132,763
Laguna Niguel	\$ 200,554	Mount Snasta Mountain View	\$ 1,015,823	Redding Redlands	\$ 876,054
Laguna Woods Lake Elsinore	\$ 783,463	Murrieta	\$ 1,426,847	Rediands Redondo Beach	\$ 827,184
Lake Forest	\$ 1,045,938		\$ 978,856	Redwood City	\$ 1,071,163
	\$ 57,748	Napa National City	\$ 766,745	Reedley	\$ 320,001
Lakeport Lakewood	\$ 986,770	Needles	\$ 64,798	Rialto	\$ 1,290,930
Lancaster	\$ 1,996,519	Nevada City	\$ 50,000	Richmond	\$ 1,373,211
Larkspur	\$ 151,289	Newark	\$ 604,590	Ridgecrest	\$ 362,388
Lathrop	\$ 331,311	Newman	\$ 147,079	Rio Dell	\$ 50,000
Lawndale	\$ 404,974	Newport Beach	\$ 1,059,137	Rio Vista	\$ 123,311
Lemon Grove	\$ 327,520	Norco	\$ 340,336	Ripon	\$ 196,690
Lemoore	\$ 327,310	Norwalk	\$ 1,305,302	Riverbank	\$ 309,049
Lincoln	\$ 608,924	Novato	\$ 663,066	Riverside	\$ 27,991,888
Lindsay	\$ 162,414	Oakdale	\$ 283,947	Rocklin	\$ 868,621
Live Oak	\$ 113,594	Oakland	\$ 36,994,706	Rohnert Park	\$ 531,779
Livermore	\$ 1,134,220	Oakley	\$ 524,272	Rolling Hills	\$ 50,000
Livingston	\$ 185,849	Oceanside	\$ 2,189,579	Rolling Hills Estates	\$ 99,592
Lodi	\$ 838,741	Ojai	\$ 93,307	Rosemead	\$ 671,227
Loma Linda	\$ 302,937	Ontario	\$ 2,257,932	Roseville	\$ 1,792,347
Lomita	\$ 253,721	Orange	\$ 1,729,401	Ross	\$ 50,000
Lompoc	\$ 540,632	Orange Cove	\$ 116,754	Salinas	\$ 2,002,977
Long Beach	\$ 40,280,494	Orinda	\$ 234,707	San Anselmo	\$ 157,512
Loomis	\$ 85,047	Orland	\$ 102,765	San Bernardino	\$ 2,691,008
Los Alamitos	\$ 142,819	Oroville	\$ 240,028	San Bruno	\$ 561,227
Los Altos	\$ 381,230	Oxnard	\$ 2,547,855	San Buenaventura	\$ 1,312,204
Los Altos Hills	\$ 103,876	Pacific Grove	\$ 188,479	San Carlos	\$ 372,204
Los Banos	\$ 517,629	Pacifica	\$ 473,278	San Clemente	\$ 797,390
Los Gatos	\$ 388,181	Palm Desert	\$ 654,225	San Dimas	\$ 419,123
Loyalton	\$ 50,000	Palm Springs	\$ 585,587	San Fernando	\$ 311,234
Lynwood	\$ 879,968	Palmdale	\$ 1,935,252	San Gabriel	\$ 495,169
Madera	\$ 807,688	Palo Alto	\$ 854,743	San Jacinto	\$ 630,049
Malibu	\$ 144,708	Palos Verdes Estates	\$ 162,859	San Joaquin	\$ 51,142
			\$ 57,180	San Juan Bautista	\$ 50,000
Mammoth Lakes	\$ 97,036	Paradise	Ψ 07,100	Jan Juan Daulisla	Ψ 00,000
Mammoth Lakes Manhattan Beach	\$ 97,036 \$ 435,236	Paramount	\$ 684,784	San Juan Capistrano	\$ 448,423

¹Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

\$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities		Allocations ¹
San Luis Obispo	\$	566,980
San Marcos	\$	1,200,252
San Marino	\$	161,587
San Mateo	\$	1,272,829
San Pablo	\$	387,860
San Rafael	\$	738,445
San Ramon	\$	1,026,269
Sand City	\$	50,000
Sanger	\$	335,657
Santa Ana	\$	28,580,208
Santa Barbara	\$	1,154,593
Santa Clara	\$	1,594,064
Santa Clarita	\$	2,740,224
Santa Cruz	\$	795,452
Santa Fe Springs	\$	225,891
Santa Maria	\$	1,326,168
Santa Monica	\$	1,140,344
Santa Paula	\$	375,217
Santa Rosa	\$	2,143,808
Santee	\$	716,121
	\$	383,132
Saratoga	\$	89,541
Sausalito	\$	144,375
Scotts Valley	\$	
Seal Beach		308,580
Seaside	\$	414,086
Sebastopol	\$	95,629
Selma	\$	301,715
Shafter	\$	252,388
Shasta Lake	\$	131,583
Sierra Madre	\$	133,547
Signal Hill	\$	144,610
Simi Valley	\$	1,544,811
Solana Beach	\$	170,860
Soledad	\$	312,395
Solvang	\$	68,675
Sonoma	\$	136,436
Sonora	\$	58,241
South El Monte	\$	261,809
South Gate	\$	1,197,709
South Lake Tahoe	\$	278,119
South Pasadena	\$	314,333
South San Francisco	\$	838,111
St Helena	\$	74,984
Stanton	\$	482,489
Stockton	\$	27,170,185
Suisun City	\$	359,536
Sunnyvale	\$	1,932,363
Susanville	\$	169,366
Sutter Creek	\$	50,000
Taft	\$	107,173
Tehachapi	\$	157,525
Tehama	\$	50,000
Temecula	\$	1,382,508
Temple City	\$	446,349
	\$	1,561,715
Thousand Oaks	\$	117,792
Tiburon	\$	
Torrance	Φ	1,797,076

Cities Allocations		
Tracy	\$	1,184,473
Trinidad	\$	50,000
Truckee	\$	200,369
Tulare	\$	837,555
Tulelake	\$	50,000
Turlock	\$	917,355
Tustin	\$	992,487
Twentynine Palms	\$	361,252
Ukiah	\$	198,307
Union City	\$	909,206
Upland	\$	973,127
Vacaville	\$	1,220,576
Vallejo	\$	1,470,087
Vernon	\$	50,000
Victorville	\$	1,561,073
Villa Park	\$	71,194
Visalia	\$	1,711,918
Vista	\$	1,270,866
Walnut	\$	369,537
Walnut Creek	\$	874,918
Wasco	\$	356,635
Waterford	\$	109,815
Watsonville	\$	636,063
Weed	\$	50,000
West Covina	\$	1,308,784
West Hollywood	\$	447,003
West Sacramento	\$	670,795
Westlake Village	\$	101,395
Westminster	\$	1,141,134
Westmorland	\$	50,000
Wheatland	\$	50,000
Whittier	\$	1,071,743
Wildomar	\$	459,103
Williams	\$	66,996
Willits	\$	62,625
Willows	\$	76,651
Windsor	\$	348,782
Winters	\$	89,875
Woodlake	\$	95,974
Woodland	\$	749,990
Woodside	\$	70,082
Yorba Linda	\$	847,631
Yountville	\$	50,000
Yreka	\$	96,135
Yuba City	\$	869,954
Yucaipa	\$	687,883
Yucca Valley	\$	274,551

¹Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

Coronavirus Relief Fund Frequently Asked Questions Updated as of June 24, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance"). Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B Mtg. Date: 07/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: **ELAINE JENG, CITY MANAGER**

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE COVID-19 RELATED **ADMINISTRATIVE**

> **REGULATIONS: CONSIDER AND APPROVE CONTRACT AMENDMENT WITH EXECUTIVE-SUITES FOR JANITORIAL** SERVICES TO INCLUDE CLEANING PROTOCOLS AS REQUIRED BY LA COUNTY HEALTH DEPARTMENT TO PREVENT THE SPREAD OF COVID-19: AND CONSIDER AND **APPROVE** ON-CALL INDUSTRIAL HYGIENIST TO VALIDATE CLEANING PROTOCOLS

WERE IMPLEMENTED PROPERLY.

DATE: July 13, 2020

BACKGROUND:

County of Los Angeles Department of Public Health issued the Reopening Safer At Work and In the Community For Control of COVID-19 and according to the latest revision to the order dated July 4, 2020 (Order), as of July 2, 2020, there have been at least 107,667 cases of COVID-19 and 4,454 deaths reported in Los Angeles County. County of LA DPH said that evidence shows that the virus can, at times, survive for several hours on surfaces and can be indirectly transmitted between individuals. Further, people without symptoms can transmit the virus. County of LA DPH said that evidences show the infection is easily spread, preventing, limiting, and placing conditions on various types of gatherings and other direct and indirect interpersonal interactions have been proven to reduce the risk of transmitting the virus.

Violation of or failure to comply with health orders is a crime punishable by fine, imprisonment, or both.

The Order says all essential businesses may remain open and conduct normal business operations provided that essential businesses maintain physical distancing protocol per Appendix A of the Order. Per the Order, under paragraph 18, City Hall is not listed under Essential Businesses. Lower-Risk Businesses are businesses not defined as an Essential Business in paragraph 18. For any Non-Essential office-based business, the operator must, prior to reopening, prepare and implement and post the required LA County DPH Reopening Protocol Office-Based Worksites, per Appendix D of the Order.

DISCUSSION:

On May 26, 2020, the City Council voted to participate in Support Local Recovery campaign urging the Governor to allocate Federal CARES Act funding to local municipalities for COVID-19 related expenses. The Governor of California responded by allocating Federal CARES Act funding to local municipalities through his budget proposal. The Department of Finance issued an application for cities to receive direct allocation from the approved \$500 million of city CARES Act funding. On July 2, 2020, staff submitted the application for funding. Cities must attest their adherence to COVID-19 federal guidelines, stay at home orders, and state Executive Orders to receive certification for funds.

Administrative Regulations

On May 18, 2020, City Hall was reopened to the public. At that time, County of LA DPH was still refining protocols for reopening. To date many City Halls have yet to open to the general public. Prior to re-opening Rolling Hills City Hall, the City Manager worked with the City Attorney to develop Administrative Regulations for City Hall operations. The Administrative Regulations were circulated among the entire staff for review and comment on May 15, 2020. The Administrative Regulations were updated per the requirements of the Order on July 7, 2020. Staff recommends that the City Council receive and file the Administrative Regulations for City Response in the Workplace to COVID-19.

Enhancing Janitorial Services

In 2016, the City engaged Executive Suites for janitorial services at City Hall. The initial engagement was for three years with the agreement expiring on June 10, 2019. The agreement allows for three, one year extensions. In 2019, the agreement was extended for one year and the once per week cleaning rate of \$98 was increased to \$150. In response to COVID-19, the City Manager increased the frequency of cleaning from one time per week to two times per week for \$230 per week. At that time, two teams of employees were alternating days in the office to minimize contact. On June 29, 2020, the alternating schedule was eliminated and staffing level returned to full capacity on a daily basis. To adhere to the County of LA DPH requirements, and because of more contact between employees, the cleaning frequency was increased to three times per week for \$340 per week. Staff is recommending the City Council approve the amendment to the agreement with Executive Suites to extend the term of the contract to June 10, 2021 per the frequency and weekly cleaning rates discussed above. Additionally the amendment to the agreement also includes applicable provisions of the Order including Appendix D.

As-needed Third Party Monitoring and Testing Services

On June 8, 2020, staff presented proposals from Ellis Environmental and NV5 to provide as-needed third party monitoring and testing services in the event there is an outbreak or COVID-19 case at City Hall. The item was misunderstood to be vendors for special cleaning services for City Hall. The City Council's direction to staff was to bring back the item with proposals for cleaning services. Janitorial services at City Hall is recommended to be provided by Executive Suites. To receive CARES Act funding, and to adhere to the Order, the third party monitoring and testing services are required to demonstrate cleaning protocols are met especially if there is a positive case of COVID-19 at the workplace. At the June 8, 2020 City Council meeting, feedback also included not using NV5 based on the proposed cost of service. Staff recommends engaging the services of Ellis Environmental for \$1,835 - \$2,530 per event, to provide third party monitoring and testing services in the event of a positive COVID-19 case at City Hall.

FISCAL IMPACT:

The approved FY 20-21 budget has sufficient funding to support the additional expenditures to implement the administrative regulations, the enhanced cleaning per the amended agreement with Executive Suites, and the services of Ellis Environmental to provide as-needed third party monitoring

and testing services.

RECOMMENDATION:

Staff recommends the City Council take the following actions:

- 1. Receive and file Administrative Regulations dated July 7, 2020;
- 2. Approve an amendment with Executive-suites to continue to provide janitorial services for City Hall with cleaning protocols required by LA County Health Department to prevent the spread of COVID-19; and
- 3. Approve an on-call industrial hygienist to validate, in the event of an infection or outbreak, that cleaning and sanitizing of City Hall were implemented according to the standards specified by relevant agencies.

ATTACHMENTS:

- 1-2020.07.01 HO Order COVID-19 Safer at Work and in the Community updatedappendices.pdf
- 1-Appendix A-Reopening Social Distancing 06-29-2020.pdf
- 1-AppendixD-Reopening OfficeBasedWorksites 07-08-2020.pdf
- 1-cleaningMatrix-c1.PDF
- 1-AdminPolicyCityResponseWorkplaceToCOVID-19-c1 2020-07-07.pdf
- 2-Amendment to Executive Suite Custodial Services Agreement-c1 2020-07 clean.pdf
- 2-2016.06.15 Executive Suites Services, Inc. Agreement.pdf
- 3-Cover Letter 0322 General Disinfection.pdf
- 3-COVID-19 disinfection summary.pdf
- 3-General Work Plan Reducing Surface Bacteria.pdf
- 3-Ellis Proposal 3995 City RHE 2 Portuguese Bend Rd surface bacteria mon.pdf



REOPENING SAFER AT WORK AND IN THE COMMUNITY FOR CONTROL OF COVID-19

MOVING THE COUNTY OF LOS ANGELES INTO STAGE 3 OF CALIFORNIA'S PANDEMIC RESILIENCE ROADMAP

Revised Order Issued: July 4, 2020

Recent Update

7/1/20—Noted revision date for **Appendix L:** Reopening Protocol for Gyms and Fitness Establishments on page 17.

7/2/20— Noted revision date for **Appendix F:** Protocol for Places of Worship

Please read this Order carefully. Violation of or failure to comply with this Order is a crime punishable by fine, imprisonment, or both. (California Health and Safety Code §120295; Los Angeles County Code § 11.02.080.)

SUMMARY OF THE ORDER: This Revised County of Los Angeles Health Officer Order (Order) supersedes all prior Safer At Home orders (Prior Orders) issued by the County of Los Angeles Health Officer (Health Officer). This Order is issued to comply with State Executive Orders N-33-20 and N-60-20 issued by Governor Gavin Newsom, and the accompanying orders of the State Public Health Officer issued on March 19 and May 7, 2020. The State Public Health Officer has articulated a 4 Stage framework – California Pandemic Resilience Roadmap to inform the State's actions that reintroduce activities and sectors in a phased manner and with necessary modifications to protect health and safety, and to lower the risk of Novel Coronavirus Disease (COVID-19) transmission and outbreaks in a community.

This Order is issued to align the County of Los Angeles (County) with State Executive Orders and State Health Officer Orders that support the phased reopening of the California Pandemic Resilience Roadmap. This Order will be revised in the future to reflect the State Executive Orders and State Public Health Officer Orders and guidance that progressively designate sectors, businesses, establishments, or activities that may reopen with certain modifications, based on health and safety needs and at a pace designed to protect health and safety, and that may also progressively close specific activities and business sectors based on increases in daily reported COVID-19 cases, hospitalizations, and the testing positivity rates. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue Orders that are more restrictive than those of the State Public Health Officer. Changes from the previous Order are highlighted.

This Order allows persons to engage in all permitted activities, as defined by the Order, but requires that persons practice Social (Physical) Distancing, at all times while out in public and wear a cloth face covering over both the nose and mouth when in or likely to be in contact with others, to lower the risks of person-to-person contact for themselves and others.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all cities and unincorporated areas within the County of Los Angeles, with the exception of the cities of Long Beach and Pasadena that must follow their respective City Health Officer orders and guidance. This Order is effective immediately and will continue until further notice.



UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, AND 120175, THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:

- 1. This Order supersedes the Health Officer's Prior Orders. In order to immediately address the serious recent regression of COVID-19 Indicators within the County of Los Angeles, which show troubling and substantial increases in new daily reported COVID-19 cases, hospitalizations, and the testing positivity rate, this Order requires the immediate temporary closure of specific activities and business sectors. This Order aligns the County with both the Governor's July 1, 2020, announcement requiring the closure of specific activities and business sectors and the State Public Health Officer's phased reopening approach guided by the California Pandemic Resilience Roadmap. The Health Officer will continue to assess the phased reopening allowed by the State Public Health Officer and this Order on an ongoing basis and determine, after consultation with the Board of Supervisors, whether this Order needs to be modified if the public health risk associated with COVID-19 increases in the future.
- 2. This Order's intent is to continue to ensure that County residents remain in their residences as much as practicable, to limit close contact with others outside their household in both indoor and outdoor spaces. All persons who can telework or work from home should continue to do so as much as possible during this pandemic. Sustained Social (Physical) Distancing and infection control measures will continue slowing the spread of COVID-19 and diminishing its impact on the delivery of critical healthcare services. All provisions of this Order must be interpreted to effectuate that intent. Failure to comply with any of the Order's provisions constitutes an imminent threat and menace to public health, and a public nuisance, and is punishable by fine, imprisonment or both.
- 3. All persons living within the County of Los Angeles Public Health Jurisdiction should remain in their residences whenever practicable.
 - a) Nothing in this Order prohibits members of a single household or living unit from engaging in permitted activities together. But gatherings of people who are not part of a single household or living unit are prohibited within the County of Los Angeles Public Health Jurisdiction, except for the limited purposes expressly permitted by this Order.
 - b) People leaving their residences must strictly comply with the Social (Physical) Distancing requirements stated in this Order and specified in guidance or protocols established by the County Department of Public Health. This Order, beginning June 19, 2020, requires all persons wear a cloth face covering over both the nose and mouth whenever they leave their place of residence and are or can be in contact with or walking near or past others who are non-household members in both public and private places, whether indoors or outdoors. This includes wearing a cloth face covering when patronizing a business. Wearing a cloth face covering reduces the risk of transmission to others from people who do



- not have symptoms and do not know they are infected. The use of face coverings is commonly referred to as "source control."
- c) Persons and businesses within the County of Los Angeles Public Health Jurisdiction are required to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health. In instances where the County has not provided a specific guidance or protocol, specific guidance or protocols established by the State Public Health Officer shall control.
 - i. In the event that an owner, manager, or operator of any business knows of three (3) or more cases of COVID-19 among their employees within a span of 14 days the employer must report this outbreak to the Department of Public Health at (888) 397-3993 or (213) 240-7821.
 - ii. In the event that an owner, manager, or operator of any business is informed that one or more employees of the business has tested positive for, or has symptoms consistent with COVID-19 (case), the employer must have a protocol to require the case(s) to isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s).
- d) Pursuant to the State of California's action¹ and the United States District Court Central District of California's order,² jurisdictions within the County of Los Angeles Public Health Jurisdiction are expected to comply with the provision of hotel and motel rooms for vulnerable people experiencing homelessness through Project Roomkey, which slows the spread of COVID-19 and retains capacity of the healthcare system.
- 4. All people residing within the County of Los Angeles Public Health Jurisdiction who are age 65 or older and all people of any age who have active or unstable pre-existing health conditions, should remain in their residences as much as possible during the pandemic. People in these categories should leave their residences only when necessary to seek medical care, exercise or obtain food or other necessities. The Health Officer strongly recommends that all employers offer telework or other accommodations to persons who are age 65 or older and all people of any age who have an active or unstable pre-existing health conditions.
- 5. All government agencies working in the course and scope of their public service employment are Essential Government Functions.
 - a) All government employees are essential, including but not limited to, health care providers and emergency responders including employees who serve in the following areas: law enforcement; emergency services and management; first responders; fire; search and rescue; juvenile detention; corrections; healthcare services and operations; public health; laboratory or medical testing; mental health; community health; public works; executive management employees

Reopening Safer at Work and in the Community for Control of COVID-19: Moving the County of Los Angeles into Stage 3 of California's Pandemic Resilience Roadmap Revised 7/4/2020

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¹ Office of Governor Gavin Newsom, Action re: Project Roomkey, 4/3/2020, <a href="https://www.gov.ca.gov/2020/04/03/at-newly-converted-motel-governor-newsom-launches-project-roomkey-a-first-in-the-nation-initiative-to-secure-hotel-motel-rooms-to-protect-homeless-individuals-from-covid-19/; 2020-21 May Revision to the Governor's Budget, Project Roomkey, pg. 78-79

² Order re: Preliminary Injunction (Case No. LA CV 20-02291-DOC-KES), LA Alliance for Human Rights et al v. City of Los Angeles et al, States District Court Central District of California, 5/15/2020.



- serving in these fields; all employees assigned to serve in or support the foregoing fields; and all employees whose services are otherwise needed to assist in a declared emergency.
- b) While all government employees are essential, the employees identified here, and others called to serve in their Disaster Service Worker capacity, must be available to serve the public or assist in response or continuity of operations efforts during this health crisis to the maximum extent allowed under the law.
- c) This Order does not, in any way, restrict (a) first responder access to the site(s) named in this Order during an emergency or (b) local, state or federal officers, investigators, or medical or law enforcement personnel from carrying out their lawful duties at the site(s) named in this Order.
- d) All persons who perform Essential Governmental Functions are categorically exempt from this Order while performing such governmental functions or services. Each governmental entity shall identify and designate appropriate employees or contractors to continue providing and carrying out any Essential Governmental Functions. All Essential Governmental Functions should be performed in compliance with Social (Physical) Distancing, to the extent possible.
- 6. This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.
- 7. The Health Officer orders the closure of the following types of higher-risk businesses, recreational sites, commercial properties, and activities, where more frequent and prolonged person-to-person contacts are likely to occur:
 - a) Lounges and nightclubs;
 - b) Bars, breweries, tasting rooms, craft distilleries, and wineries that possess a valid low risk restaurant public health permit issued by the County of Los Angeles.
 - c) Brewpubs, craft distilleries and breweries and wineries, with premises set aside for beer and/or wine tasting, that are exempt from the definition of a food facility by California Health and Safety Code Section 113789(c)(5), and do not hold a health permit for preparing and serving food on site.
 - d) Public entertainment venues: movie theaters, live performance theaters, concert venues, theme parks, and festivals;
 - e) Family entertainment centers such as bowling alleys, arcades, miniature golf, and batting cages;
 - f) All restaurants, but only for indoor, in-person onsite dining, for at least 21 days, and until further notice;
 - g) Cardrooms, satellite wagering facilities, and racetrack onsite wagering facilities, for at least 21 days, and until further notice;
 - h) Indoor and outdoor playgrounds for children, except those located within a school or childcare center:



- i) Indoor portions and exhibits of museums, zoos and aquariums, are closed to the public for at least 21 days, and until further notice;
- j) Hot tubs, steam rooms and saunas not located on a residential property;
- k) All events and gatherings, unless specifically allowed by this Order.
- 8. All Essential Businesses may remain open to the public and conduct normal business operations, provided that they implement and maintain the Social (Physical) Distancing Protocol defined in Paragraph 20 and attached to this Order as **Appendix A**. An Essential Business' owner, manager, or operator must prepare and post a Social (Physical) Distancing Protocol for each facility or office located within the County of Los Angeles Public Health Jurisdiction and must ensure that the Essential Business meets all other requirements of the Social (Physical) Distancing Protocol.
- 9. Lower-Risk Businesses are businesses that are not specified in Paragraph 7 of this Order, and not defined as an Essential Business in Paragraph 18 of this Order. There are five categories of Lower-Risk Businesses that may reopen under this Order: (1) retailers ("Lower-Risk Retail Businesses"), (2) manufacturing and logistics sector businesses that supply Lower-Risk Retail Businesses, (3) Non-Essential office-based businesses (although telework is strongly encouraged), (4) Indoor Malls and Shopping Centers, and (5) hair salons and barbershops. These five categories of Lower-Risk Businesses may reopen subject to the following conditions:
 - a) For any Lower-Risk Retail Business that sells goods and services, the owner, manager, or operator must, for each facility located within the County of Los Angeles Public Health Jurisdiction, prior to reopening, prepare, implement and post the Reopening Protocols for Retail Establishments: Opening for In Person Shopping, attached to this Order as **Appendix B**.
 - b) For any non-retail Lower-Risk Business, that is a manufacturing and logistics sector business that supplies Lower-Risk Retail Businesses, the owner, manager, or operator must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol, applicable to the business type or location, attached to this Order as Appendix C.
 - c) For any Non-Essential office-based business, which includes faith-based office facilities for those employed by the organization and where the facility is their regular place of work, the owner, manager, or operator, must, prior to reopening, prepare implement and post the required Los Angeles County Department of Public Health Reopening Protocol Office-Based Worksites, attached to this Order as Appendix D.
 - d) For Indoor Malls and Shopping Centers, defined as: A building with (7) or more sales or retail establishments with adjoining indoor space, the owner or operator may reopen the Indoor Mall or Shopping Center up to 50% of overall shopping center capacity. Higher-risk businesses (e.g. movie theaters, bars, restaurants, spas, nail salons, or other personal care establishments) located within an indoor mall or shopping center must continue to comply with Paragraph 7 of this Order and remain closed until each of those types of



establishments are allowed to resume modified or full operation. Indoor Mall or Shopping Center indoor food court dining and seating areas must close, for at least 21 days, and until further notice. Restaurants located within an Indoor Mall or Shopping Center may offer food for delivery, carry out, and outdoor table dining. The owner or operator of the Indoor Mall or Shopping Center must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Protocols for Shopping Center Operators, attached to this Order as **Appendix E**.

- e) For hair salons and barbershops, the owner, manager, or operator must, prior to reopening, prepare, implement and post the Reopening Protocols for Hair Salons and Barbershops, attached to this Order as **Appendix H**.
- 9.5. The State Public Health Officer has provided guidance for certain sectors, businesses and activities in Stage 3 of the California Pandemic Resilience Roadmap to conditionally reopen no earlier than June 12, 2020. The Health Officer, after considering local epidemiological data and after consultation with the Board of Supervisors, approves the reopening of the following specific sectors, businesses and activities subject to the following conditions:
 - a) Music, film and television production. Operations for music, film and television production may resume on June 12, 2020. The owner, manager, or operator of music, film and television production must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Music, Film and Television Production, attached to this Order as **Appendix J**, as well as abide by applicable industry-generated protocols.
 - b) Day camps. Day camps may reopen on June 12, 2020. Day camp owners and operators must implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Day Camps, attached to this Order as **Appendix K**.
 - c) Fitness facilities. Fitness facilities, including private gymnasiums, may reopen on June 12, 2020. The owner, manager, or operator of fitness facilities must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Gyms and Fitness Establishments, attached to this Order as **Appendix L**.
 - d) Outdoor portions of museums, galleries, botanical gardens, and outdoor facilities at zoos, aquariums, and other similar exhibition spaces (collectively, "Museums") may remain open to the public. The indoor portions of Museums are closed to the public for at least 21 days and until further notice. The owner, manager, or operator of Museums and exhibition spaces must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Museums, Galleries, Zoos, and Aquariums, attached to this Order as **Appendix M**.
 - e) Professional sports without audiences. Professional sports teams and franchises may restart operations and competitions without audiences on June 12, 2020. The owner, manager, or operator of professional sports teams and



franchises must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions and Spectator-Free Events, attached to this Order as **Appendix N**, as well as abide by applicable industry-generate protocols.

- f) Campgrounds, RV Parks and associated outdoor activities. Campgrounds and recreational vehicle parks may reopen on June 12, 2020. The owner, manager, or operator of campgrounds and RV Parks must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units, attached to this Order as **Appendix O**.
- g) [Intentionally Omitted].
- h) Personal Care Establishments. These establishments include nail salons, tanning salons, esthetician, skin care, and cosmetology services; electrology, body art professionals, tattoo parlors, and piercing shops; and massage therapy (in non-healthcare settings), and may reopen on June 19, 2020, provided that the number of persons admitted into these establishments is limited to 50% of the total maximum occupancy (or occupant load) assigned for that building or room on its Certificate of Occupancy or as determined by Section 1004 of the 2019 California Building Code. The owner, manager or operator of a personal care establishment must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Personal Care Establishments, attached to this Order as **Appendix R**.
- i) [Intentionally Omitted].

REASONS FOR THE ORDER

- 10. This Order is based upon the following determinations: evidence of continued community transmission of COVID-19 within the County; continued uncertainty regarding the degree of undetected asymptomatic transmission; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that a significant portion of the County population is at risk for serious health complications, including hospitalizations and death from COVID-19, due to age or pre-existing health conditions; and further evidence that other County residents, including younger and otherwise healthy people, are also at risk for serious negative health outcomes and for transmitting the virus to others. The Order's intent is to protect the public from the avoidable risk of serious illness and death resulting from the spread of COVID-19.
- 11. Existing community transmission of COVID-19 in Los Angeles County continues to present a substantial and significant risk of harm to residents' health. There is still no vaccine available yet to protect against COVID-19, and no treatment for it. As of July 2, 2020, there have been at least 107,667 cases of COVID-19 and 3,454 deaths reported in Los Angeles County. There remains a strong likelihood of a



significant and increasing number of cases of community transmission. Making the community transmission problem worse, some individuals who contract the virus causing COVID-19 have no symptoms or have only mild symptoms, and so are unaware that they carry the virus and are transmitting it to others. Further, evidence shows that the virus can, at times, survive for several hours on surfaces and can be indirectly transmitted between individuals. Because even people without symptoms can transmit the virus, and because evidence shows the infection is easily spread, preventing, limiting, and placing conditions on various types of gatherings and other direct and indirect interpersonal interactions have been proven to reduce the risk of transmitting the virus.

- 12. Evidence suggests that until recently the restrictions and requirements imposed by Prior Orders slowed the rate of increase in community transmission and hospitalizations by limiting interactions among people, consistent with the efficacy of similar measures in other parts of the country and world. Unfortunately, the daily number of new cases has significantly increased and hospitals within the County are admitting an increasing number of patients diagnosed with COVID-19, including patients with severe illness in their intensive care units. Further, the hospitals are at risk of being overwhelmed or exceeding capacity. Moreover, because there is not yet a vaccine or proven therapeutic drug, the public health emergency and attendant risks to the public's health by COVID-19 still predominate.
- 13. In line with the State Public Health Officer, the Health Officer is monitoring several key indicators (COVID-19 Indicators) within the County. The recent regression of some of these COVID-19 Indicators specifically related to hospital utilization and capacity makes it appropriate, at this time, to reimpose certain restrictions that are intended to limit person-to-person contact and slow the current rates of community transmission. Activities and business operations that are permitted must be conducted in accordance with the required Social (Physical) Distancing, reopening protocols, and other infection control protocols ordered by the Health Officer.
- 14. The Health Officer will continue monitoring COVID-19 Indicators to assess the impact of easing restrictions and re-opening sectors. Those Indicators include, but are not limited to:
 - a. The number of new hospitalizations and deaths.
 - b. The capacity of hospitals and the healthcare system in the County, including acute care beds, Intensive Care Unit beds, and ventilators to provide care for existing COVID-19 patients and other patients, and capacity to surge with an increase of COVID-19 cases.
 - c. The supply of personal protective equipment (PPE) available for hospital staff, nursing home staff and other healthcare providers and personnel who need PPE to safely respond to and treat COVID-19 patients and other patients.



- d. The ability and capacity to quickly and accurately test persons to determine whether individuals are COVID-19 positive, especially those in vulnerable populations or high-risk settings or occupations, and to identify and assess outbreaks.
- e. The ability to conduct case investigation and contact tracing for the volume of future cases and associated contacts, isolating confirmed cases and quarantining persons who have had contact with confirmed cases.

DEFINITIONS AND EXEMPTIONS

- 15. The following activities are permitted under this Order:
 - a. Engaging in activities or performing tasks important to the health and safety of family or household members (including pets), such as, visiting a health or veterinary care professional, obtaining medical supplies or medication, visiting a physician or child's pediatrician for routine care, such as, well-child visits and vaccinations;
 - Obtaining necessary services and supplies for family or household members, or delivering the same, such as, obtaining grocery items or necessary supplies from Essential Businesses for one's household or for delivery to others;
 - c. Performing work for or accessing businesses that are open, or to carry out Minimum Basic Operations for businesses that are closed or operating remotely.
 - d. Obtaining or accessing services from Essential Governmental Functions, such as, accessing court, social and administrative services, or complying with an order of law enforcement or court:
 - e. Caring for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons;
 - f. Obtaining in-person behavioral health or substance use disorder support in therapeutic small group meetings, such as Alcoholics Anonymous or Narcotics Anonymous, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
 - g. Obtaining in-person faith-based counselling services where the service cannot reasonably be practiced remotely, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
 - h. Attending in-person faith-based services, provided that any indoor gathering of congregants where a service is held, is limited to the lower of 25% of the total maximum occupancy (or occupant load) assigned for that building or room on its Certificate of Occupancy or as determined by Section 1004 of the 2019 California Building Code, or a maximum of 100 people. There is no maximum for faith-based services that are held outdoors, provided that the attendees have enough space to observe strict Social (Physical) Distancing, including a minimum of six feet between attendees from different households. Faith-based organizations holding in-person services both indoor and outdoor, must follow the Department



- of Public Health Places of Worship Protocols, attached to this Order as **Appendix F**.
- i. Engaging in outdoor recreation activity, in compliance with Social (Physical) Distancing requirements and subject to the following limitations:
 - i. Outdoor recreation activity at parks, trails, piers, and beaches, and other open spaces must comply with any access or use restrictions separately established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - ii. Use of shared outdoor facilities for recreational activities, including but not limited to golf courses, tennis and pickleball courts, shooting and archery ranges, equestrian centers, model airplane areas, community gardens, and bike parks, must comply with any access or use restrictions separately established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - iii. Local public entities may elect to temporarily close certain streets or areas to automobile traffic, to allow for increased space for persons to engage in recreational activity permitted by and in compliance with Social (Physical) Distancing requirements specified in this Order.
 - iv. Swimming pools and splash pads in any non-residential setting may reopen on June 12, 2020, with the owner, manager, or operator of the swimming pool or splash pad implementing and posting the required Los Angeles County Department of Public Health Protocol for Swimming Pools. All hot tubs, saunas, and steam rooms located on non-residential property remain closed.
 - v. For-hire fishing, guided fishing, or small-group chartered boat trips may resume operating on June 12, 2020, with the owner, manager, or operator of the charter business implementing the required Los Angeles County Department of Public Health Protocol for Chartered Boats.
- j. Participating in a Vehicle-Based Parade. The host of the Vehicle-Based Parade must comply with all local ordinances, traffic control requirements, and state and local laws. Further, the host of Vehicle-Based Parades must comply with the Los Angeles County Department of Public Health Vehicle-Based Parade Protocol, attached to this Order as Appendix G.
- k. Participating in an in-person protests as long as, for indoor protests, (1) attendance is limited to 25% of the relevant area's maximum occupancy, as defined by the relevant local permitting authority or other relevant authority, or a maximum of 100 attendees, whichever is lower, and (2) physical distancing of six (6) feet between persons or groups of persons from different households is maintained at all times. Outdoor protests are permitted without a limit on attendees. Persons participating in a protest must wear a cloth face covering and maintain physical distancing of six (6) feet between persons or groups of persons from different households at all times, as well as observe the Department of Public Health Protocol for Public Demonstrations.



- 16. Individuals may work for, train for, volunteer at, or obtain services at Healthcare Operations: hospitals, clinics, laboratories, dentists, optometrists, pharmacies, physical therapists, rehabilitation and physical wellness programs, chiropractors, pharmaceutical and biotechnology companies, other licensed healthcare facilities, healthcare suppliers, home healthcare service providers, mental or behavioral health providers, alcohol and drug treatment providers, cannabis dispensaries with a medicinal cannabis license and all other required state and local licenses, medical or scientific research companies, or any related and/or ancillary healthcare services, manufacturers, distributors and servicers of medical devices, diagnostics, and equipment, veterinary care, and other animal healthcare. This exemption shall be construed to avoid any impact to the delivery of healthcare, broadly defined.
- 17. Individuals may provide any service, train for, or perform any work necessary to the operation and maintenance of Essential Infrastructure, which is defined as, public health operations, public works construction, airport operations, port operations, food supply, water, sewer, gas, electrical, oil extraction and refining, roads and highways, public transportation, solid waste collection, removal and processing, flood control and watershed protection, cemeteries, mortuaries, crematoriums, and internet and telecommunications systems (including the provision of essential global, national, local infrastructure for computing services, business infrastructure, communications, and web-based services), and manufacturing and distribution companies deemed essential as part of the Essential Infrastructure supply chain, provided that they carry out those services or that work. In providing these services, training for, or performing this work, individuals must comply with Social (Physical) Distancing requirements to the extent practicable.

18. For purposes of this Order, Essential Businesses are:

- a. Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, warehouse stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruit and vegetables, pet supply, water, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning or personal care products). This includes stores that sell groceries and other non-grocery products, such as products necessary to maintaining the safety, sanitation, and essential operation of residences. This does not include businesses that sell only prepackaged non-potentially hazardous food which is incidental to the primary retail business;
- b. Food processors, confectioners, food packagers, food testing labs that are not open to the public, and food cultivation, including farming, livestock, and fishing;
- Organizations and businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless service agencies);
- d. Newspapers, television news, radio, magazine, podcast and journalism activities, including taped, digitally recorded or online-streamed content of any sort that is produced by one or more members of a single household, within the household's



residence and without the physical presence of any non-member of the household.

- e. Gas stations, auto-supply, mobile auto repair operations, auto repair shops (including, without limitation, auto repair shops adjacent to or otherwise in connection with a retail or used auto dealership), and bicycle repair shops and related facilities:
- f. Banks, credit unions, financial institutions and insurance companies;
- g. Hardware stores, nurseries; building supply stores;
- h. Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral homes and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, property managers, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other Essential Businesses;
- i. Businesses providing mailing and shipping services, including post office boxes;
- j. Educational institutions (including public and private K-12 schools, colleges, and universities). Public and private K-12 schools and school-based programs may begin planning for forth-coming school year in compliance with the State Public Health Officer's guidance for Schools and School-Based Programs;
- k. Laundromats, dry cleaners, and laundry service providers;
- I. Restaurants and other food facilities that prepare and serve food, but only for delivery, drive thru, carry out, and outdoor onsite table dining. Indoor dining is not permitted. Restaurants with a moderate risk or high risk restaurant permit issued by the County of Los Angeles Department of Public Health and other food facilities that provide in-person outdoor dining must follow the revised Department of Public Health Protocols for Restaurants, attached to this Order as Appendix I. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or other licensed health care facilities may provide dine-in service, as long as Social (Physical) Distancing is practiced;
- m. Businesses that supply office or computer products needed by people who work from home;
- n. Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
- o. Non-manufacturing, transportation or distribution businesses that ship, truck, transport, or provide logistical support to deliver groceries, food, goods or services directly to residences, Essential Businesses, Healthcare Operations, and Essential Infrastructure. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
- Airlines, taxis, ride sharing services and other private transportation providers providing transportation services necessary for activities of daily living and other purposes expressly authorized in this Order;



- q. Businesses that manufacture parts and provide necessary service for Essential Infrastructure:
- r. Home-based care for seniors, adults, disabled persons, or children;
- s. Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals;
- t. Professional services, such as legal, payroll or accounting services, when necessary to assist in compliance with legally mandated activities, and the permitting, inspection, construction, transfer and recording of ownership of housing, including residential and commercial real estate and anything incidental thereto, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in-person visits are not allowed when the occupant is still residing in the residence);
- u. Childcare facilities. To the extent possible, childcare facilities must operate under the following conditions: (1) Childcare must be carried out in stable groups of 10 or fewer ("stable" means the same ten (10) or fewer children are in the same group each day); (2) Children shall not change from one group to another; (3) If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other; (4) Childcare providers shall remain solely with one group of children;
- v. Hotels, motels, shared rental units and similar facilities. Beginning June 12, 2020, these may reopen for tourism and individual travel, in adherence with the required Los Angeles County Department of Public Health Reopening Protocol for Hotels, Lodging and Short-Term Rentals, attached to this Order as **Appendix P**;
- w. Construction, which includes the operation, inspection, and maintenance of construction sites and construction projects for construction of commercial, office and institutional buildings, residential and housing construction; and
- x. Manufacturers and retailers of fabric or cloth that is made into personal protective equipment, such as, face coverings.
- 19. For purposes of this Order, "Social (Physical) Distancing" means: (1) Maintaining at least six (6) feet of physical distance from individuals who are not members of the same household; (2) Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that contains at least 60% alcohol; (3) Wearing a cloth face covering when whenever an individual leaves their home or place of residence, and when an individual is or can be in contact with or walking by or past others who are non-household members in both public and private places, whether indoors or outdoors. Wearing a cloth face covering over both the nose and mouth reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected; and (4) Avoiding all physical interaction outside the household when sick with a fever or cough, except for necessary medical care.



- 20. For purposes of this Order, the "Social (Physical) Distancing Protocol" that must be implemented and posted must demonstrate how the following infection control measures are being implemented and achieved, as applicable:
 - a. Limiting the number of people who may enter into the facility at any one time to ensure that people in the facility can easily maintain a minimum six (6) foot physical distance from others, at all times, except as required to complete a business activity or transaction. Members of a single household or living unit may stand or move together but must be separated from others by a physical distance of at least six (6) feet.
 - b. Where lines may form at a facility, marking six (6) foot increments at a minimum, establishing where individuals should stand to maintain adequate Social (Physical) Distancing, whether inside or outside the facility.
 - c. Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers). Restrooms normally open to the public shall remain open to the public.
 - d. Posting a sign in a conspicuous place at all public entries that instructs the public not to enter if they are experiencing symptoms of respiratory illness, including fever or cough, to wear face coverings, and to maintain Social (Physical) Distancing from one another.
 - e. Providing for the regular disinfection of high-touch surfaces, and disinfection of all payment portals, pens, and styluses after each use. All businesses are encouraged to also offer touchless payment mechanisms, if feasible.
 - f. Providing cloth-face coverings to employees and contracted workers whose duties require close contact with other employees and/or the public.
 - g. Requiring that members of the public who enter the facility wear a face-covering over both the nose and mouth, which reduces the risk of "asymptomatic" or "presymptomatic" transmission to workers and others, during their time in the facility.
 - h. Adhering to communicable disease control protocols provided by the Los Angeles County Department of Public Health, including requirements for cleaning and disinfecting the site. See protocols posted at www.publichealth.lacounty.gov/media/Coronavirus/
- 21. Operators of businesses that are required to cease in-person operations may conduct Minimum Basic Operations, which means:
 - a. The minimum necessary activities to maintain and protect the value of the business's inventory and facilities; ensure security, safety, and sanitation; and process payroll and employee benefits;
 - b. The minimum necessary activities to facilitate the business's owners, employees, and contractors being able to continue to work remotely from their residences, and to ensure that the business can deliver its services remotely.



ADDITIONAL TERMS

- 22. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the County.
 - a. The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
 - b. Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County Department of Public Health's website (<u>www.publichealth.lacounty.gov</u>) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
- 23. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
- 24. This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.
- 25. This Order is issued to align the County with the phased reopening approach of the California's Pandemic Resilience Roadmap. This Order will be revised in the future as the State Public Health Officer progressively designates sectors, businesses, establishments, or activities for reopening with required modifications or closure at a pace designed to protect health and safety. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue orders that are more restrictive than the guidance and orders issued by the State Public Health Officer.
- 26. This Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's May 7, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures in the jurisdiction if the local health officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a



menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.

- 27. Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.
- 28. This Order shall become effective immediately on July 4, 2020 and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:		
June Des mo, allet	7/4/2020	
Muntu Davis, M.D., M.P.H.	Date	
Health Officer,		
County of Los Angeles		



Appendices At-A-Glance

All DPH protocol is available at: http://www.publichealth.lacounty.gov/media/Coronavirus/

Appendix A: Protocol for Social Distancing

Appendix B: Protocols for Retail Establishments Opening for In-person Shopping

Appendix C: Reopening Protocol for Warehousing, Manufacturing and

Logistic Establishments

Appendix D: Protocols for Office Worksites

Appendix E: Protocols for Shopping Center Operators

Appendix F: Protocol for Places of Worship [Revised 7/2/2020]

Appendix G: Protocol for Vehicle-Based Parades

Appendix H: Reopening Protocol for Hair Salons and Barbershops

Appendix I: Protocol for Restaurants [Revised 7/1/2020]

Appendix J: Reopening Protocol for Music, Film, and Television Production

Appendix K: Reopening Protocol for Day Camps

Appendix L: Reopening Protocol for Gyms and Fitness Establishments

[Revised 7/1/2020]

Appendix M: Reopening Protocol for Museums, Galleries, Zoos, and Aquariums [Revised 7/1/2020]

Appendix N: Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions and Spectator-Free Events

Appendix O: Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units

Appendix P: Reopening Protocol for Hotels, Lodging, and Short-Term Rentals

Appendix Q: [Rescinded 7/1/2020]

Appendix R: Reopening Protocol for Personal Care Establishments

Appendix S: [Rescinded 6/28/2020]

Recent Updates:



Protocol for Social Distancing: Appendix A

	6/29/20: In the event that 3 or more cases are identified within the workplace within a span of 14 days the employer should report this cluster to the Department of Public Health
Bus	iness name:
Fac	ility Address:
	proximate gross square footage pace open to the public:
	Businesses must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is inapplicable to the business.
A.	SIGNAGE
	Signage at each public entrance of the facility to inform all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another.
	Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.
В.	MEASURES TO PROTECT EMPLOYEE HEALTH (CHECK ALL THAT APPLY TO THE FACILITY)
	Everyone who can carry out their work duties from home has been directed to do so.
	All employees have been told not to come to work if sick.
	Upon being informed that one or more employees test positive for, or has symptoms consistent with COVID-19 (case), the employer has a plan or protocol in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures.
	Symptom checks are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath or fever and any other symptoms the employee may be experiencing. These checks can be done remotely or in person upon the employees' arrival. A temperature check should be done at the worksite if feasible.
	In the event that 3 or more cases are identified within the workplace within a span of 14 days the employer should report this cluster to the Department of Public Health at (888) 397-3993 or (213) 240-7821. If a cluster is identified at a worksite, the Department of Public Health will initiate a cluster response which includes providing infection control guidance and recommendations, technical support and site-specific control measures. A public health case manager will be assigned to the cluster investigation to help guide the facility response.
	All employees that have contact during their shift(s) with the public or other employees are offered, at no-cost, a cloth face covering to be used at work when interacting with them.
	All desks or individual workstations are separated by at least six feet.



	Break rooms, restrooms, and other common areas are being disinfected frequently, on the following schedule:
	☐ Break rooms:
	☐ Restrooms:
	☐ Other:
	Disinfectant and related supplies are available to all employees at the following location(s):
	Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):
	Soap and water are available to all employees at the following location(s):
	Employees are allowed frequent breaks to wash their hands.
	Copies of this Protocol have been distributed to all employees.
	Optional—Describe other measures:
C.	MEASURES TO PREVENT CROWDS FROM GATHERING (CHECK ALL THAT APPLY TO THE FACILITY)
	(CHECK ALL THAT APPLY TO THE FACILITY) Limit the number of customers in the store at any one time, which allows for customers and employees to
	CHECK ALL THAT APPLY TO THE FACILITY) Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. Maximum number of customers in the facility: Post an employee at the door to ensure the maximum number of customers in the facility is not exceeded.
	(CHECK ALL THAT APPLY TO THE FACILITY) Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. Maximum number of customers in the facility:
	CHECK ALL THAT APPLY TO THE FACILITY) Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. Maximum number of customers in the facility: Post an employee at the door to ensure the maximum number of customers in the facility is not exceeded.
	Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. Maximum number of customers in the facility: Post an employee at the door to ensure the maximum number of customers in the facility is not exceeded. Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain:
	Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. Maximum number of customers in the facility: Post an employee at the door to ensure the maximum number of customers in the facility is not exceeded. Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain:
	Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. Maximum number of customers in the facility: Post an employee at the door to ensure the maximum number of customers in the facility is not exceeded. Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain:
D.	CHECK ALL THAT APPLY TO THE FACILITY) Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. Maximum number of customers in the facility: Post an employee at the door to ensure the maximum number of customers in the facility is not exceeded. Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain: Optional-Describe other measures: MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART
D.	CHECK ALL THAT APPLY TO THE FACILITY) Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. Maximum number of customers in the facility: Post an employee at the door to ensure the maximum number of customers in the facility is not exceeded. Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain: Optional-Describe other measures: MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART (CHECK ALL THAT APPLY TO THE FACILITY)
D.	CHECK ALL THAT APPLY TO THE FACILITY) Limit the number of customers in the store at any one time, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times. Maximum number of customers in the facility: Post an employee at the door to ensure the maximum number of customers in the facility is not exceeded. Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain: Optional-Describe other measures: MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART (CHECK ALL THAT APPLY TO THE FACILITY) Placing signs outside the store reminding people to be at least six feet apart, including when in line. Placing tape or other markings at least six feet apart in customer line areas inside the store and on



	Optional—Institute one-way aisles to facilitate Social Distancing.
	Optional—Describe other measures:
E.	MEASURES TO PREVENT UNNECESSARY CONTACT (CHECK ALL THAT APPLY TO THE FACILITY)
$\overline{}$	Preventing people from self-serving any items that are food-related.
_	
	All items are pre-packaged in sealed containers by staff.
	☐ Bulk-item food bins are not available for customer self-service use.
	☐ Food samples are prohibited.
	Providing for contactless payment systems or, if not feasible, sanitizing payment systems regularly. Describe:
	Describe.
	Optional-Describe other measures (e.g. providing senior-only hours):
F.	MEASURES TO INCREASE SANITIZATION (CHECK ALL THAT APPLY TO THE FACILITY)
	Restrooms normally open to the public shall remain open to the public.
	Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets.
	Employee(s) assigned to disinfect carts and baskets frequently, preferably after each use.
	Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else inside the store or immediately outside where people
	have direct interactions.
	Disinfecting all payment portals, pens, and styluses after each use.
	Disinfecting all high-contact surfaces frequently.
	Optional- Describe other measures:

Any additional measures not included above should be listed on separate pages, which the business should attach to this document.

You may contact the following person with any questions or comments about this protocol:



Business Contact Name:		Phone number:	
Date Last Revised:			



Protocols for Office Worksites: Appendix D

Recent Updates:

6/29/20:

Additional detail provided regarding the reporting of cases to public health

7/8/20:

Information regarding employee leave benefits added

The Los Angeles County Department of Public Health (Public Health) is calling on the public, all business owners and community organizations to support the safe reopening of businesses and public spaces. Through our collective Safer at Home efforts, we have successfully slowed the number of new COVID-19 cases and hospitalizations, allowing for a phased reopening of many aspects of regular life with adaptions and infection control measures.

To aid in this transition, Public Health asks all businesses and institutions to take appropriate steps to plan for reopening, in alignment with the Recovery Plan. The following issues are critical and must be addressed to ensure that workers and consumers remain reduce the risk of spread as we transition to a more open phase:

- (1) Protecting and supporting employee and customer health
- (2) Ensuring appropriate physical distancing
- (3) Ensuring proper infection control
- (4) Communicating with the public
- (5) Ensuring equitable access to services

These five key areas must be addressed as your facility develops any reopening protocols.

Note that Office-Based Worksites that operate retail establishments, restaurants or gyms and fitness establishments should adhere to the following protocols, as appropriate:

DPH Protocols for Retail Establishments

DPH Protocols for Restaurants

DPH Protocols for Gyms and Fitness Establishments



All businesses must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business.

iness name:	
ility Address:	
kimum Occupancy, per Fire le:	
proximate total square footage pace open to the public:	
A. WORKPLACE POLICIES AND THAT APPLY TO THE FACILI	PRACTICES TO PROTECT EMPLOYEE HEALTH (CHECK ALL TY)
Everyone who can carry out the	heir work duties from home has been directed to do so.
conditions) are assigned work	age 65, those who are pregnant, and those with chronic health that can be done from home whenever possible, and should healthcare provider or occupational health services to make raing to the workplace.
Work processes are reconfiguto work from home.	ared to the extent possible to increase opportunities for employees
Alternate, staggered or shift s	chedules have been instituted to maximize physical distancing.
Additional protections like shif home have been provided wh	fts in job duty that allow employees that are vulnerable to work from enever possible.
has COVID-19. Employees ur if applicable. Workplace leave	not to come to work if sick, or if they are exposed to a person who nderstand to follow DPH guidance for self-isolation and quarantine, e policies have been reviewed and modified to ensure that when they stay home due to illness.
may be entitled to receive information on governmen including employee's sick employee's rights to worke	rmation on employer or government-sponsored leave benefits the employee that would make it financially easier to stay at home. See additional at programs supporting sick leave and worker's compensation for COVID-19, leave rights under the Families First Coronavirus Response Act and ers' compensation benefits and presumption of the work-relatedness of Governor's Executive Order N-62-20.
with COVID-19 (case), the em themselves at home and requ workplace exposure to the case quarantined employees to have whether there have been additionally	or more employees test positive for, or has symptoms consistent apployer has a plan or protocol in place to have the case(s) isolate lire the immediate self-quarantine of all employees that had a se(s). The employer's plan should consider a protocol for all we access to or be tested for COVID-19 in order to determine itional workplace exposures, which may require additional COVID-public health guidance on responding to COVID-19 in the

Symptom checks are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath or fever and any other symptoms the



employee may be experiencing. These checks can be done remotely or in person upon the employees' arrival. A temperature check should be done at the worksite if feasible.

In the event that 3 or more cases are identified within the workplace within a span of 14 days the employer should report this cluster to the Department of Public Health at (888) 397-3993 or (213) 240-7821. If a cluster is identified at a worksite, the Department of Public Health will initiate a cluster response which includes providing infection control guidance and recommendations, technical support and site-specific control measures. A public health case manager will be assigned to the cluster investigation to help guide the facility response.

All employees who have contact with the public or other employees during their shift (s) are offered, at no cost, a cloth face covering. The covering is to be worn by the employee at all times during the workday when in contact or likely to come into contact with others. Employees need not wear a cloth face covering when the employee is alone in a private office or a walled cubicle.

Employees are instructed to wash their face coverings daily.

All occupied desks, individual workstations or individuals on production lines are separated by at least six feet unless there are extenuating circumstances that require closer contact for brief periods of time.

In compliance with wage and hour regulations, breaks are staggered to ensure that physical distancing can be maintained in break rooms.

All employees, vendors and delivery personnel have been provided instructions regarding maintaining physical distancing and the use face coverings when around others.

Break rooms, restrooms and other common areas are disinfected frequently, on the following schedule:

Break rooms		
Restrooms		
Other		

Disinfectant and related supplies are available to employees at the following location(s):

Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):

Soap and water are available to all employees at the following location(s):

Employees are allowed frequent breaks to wash their hands.

Workers are provided time during their shifts to implement cleaning practices. Cleaning assignments should be assigned during working hours as part of the employee's job duties.

Each worker is assigned their own tools, equipment and defined workspace whenever possible. Sharing of workspaces and held items is minimized or eliminated. Where items must be shared, they are disinfected between shifts or uses, whichever is more frequent, including the following: shared office equipment such as copiers, fax machines, printers, telephones, keyboards, staplers, surfaces in reception areas, shared work stations, etc. with a cleaner appropriate for the surface.

Copies of this Protocol have been distributed to all employees.



Optional—Describe other measures:

B. MEASURES TO ENSURE PHYSICAL DISTANCING (CHECK ALL THAT APPLY TO THE FACILITY)

The number of employees in the building is limited at any one time such that employees can easily maintain at least a six-foot distance from one another at all practicable times.

Maximum number of employees in facility limited to:

Maximum number of employees in facility per floor is limited to:

Tape or other markings have been placed at least six feet apart anywhere where individuals may have to line up, both inside the workplace and outside its public entrances, with signs directing employees and visitors to use the markings to maintain distance.

Employees have been instructed to maintain at least six feet distance from customers, guests and from each other; employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.

Elevator capacity is limited to the number of people that can be accommodated while maintaining a 6-foot physical distance between riders; during peak building entry and exit times, this number can be adjusted to 4 individuals or fewer at a time for any elevator that does not allow for 6-foot physical distance between riders. All riders are required to wear cloth face coverings. Consider elevator sizes, number of building floors, and daily number of employees and visitors to establish physical distancing quidelines appropriate for elevator riders.

To ease elevator traffic, stairwells have been opened for "up" or "down" traffic with increased cleaning of stairwells.

Furniture in areas that are open to the public (e.g., lobby, reception areas, or waiting rooms) is separated to support physical distancing.

Customer service windows or reception counters have been separated by 6 feet to allow for physical distancing.

Workspaces, cubicles, etc. are redesigned to ensure for six feet between employees.

Common areas (e.g., break rooms and kitchenettes) are closed or restricted, using barriers, or by increasing physical distance between tables/chairs in breakrooms and kitchenettes where personnel are likely to congregate and interact.

Employees are discouraged from congregating in any area, but especially common areas or high traffic areas such as break rooms, bathrooms, hallways and stairwells.

To the extent possible, flow of traffic within the workplace is modified to minimize contacts (e.g., doors for entry or exit only; directional hallways or passageways have been established for foot traffic in a way that prevents employees from passing by one another).

Employees have been instructed to discontinue handshakes or other forms of greeting that break physical distance.

In-person meetings are strongly discouraged in favor of virtual meetings. If in-person meetings are essential, they are limited to 10 or fewer participants and all participants must wear cloth face coverings and are held in rooms large enough to maintain physical distancing.

Nonessential travel is discontinued.



C. MEASURES TO ENSURE INFECTION CONTROL (CHECK ALL THAT APPLY TO THE FACILITY)

The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased. Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in offices and other spaces.

Shared materials or objects (e.g., staplers, three-hole punches pens, coffee mugs etc.) have been eliminated, to the greatest extent possible.

Deep cleaning of entire office space is completed on a regular basis by a professional cleaning service.

To the extent possible, doors, trash cans, etc. are contactless.

Common areas and frequently touched object such as tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, elevator switches and buttons, touch screens, printers/copiers, and handrails are regularly disinfected using EPA approved disinfectants and following the manufacturer's instructions for use.

Disinfectant and related supplies are available to all employees at the following location(s):

Contactless payment systems are in place or, if not feasible, payment systems are sanitized regularly. Describe:

If possible, customer service or reception areas have plastic barriers installed to limit contact between employees and visitors.

To the extent possible, visitors to the worksite are by appointment only and are pre-registered in a visitor log that includes a visitor's name, phone number and email address. Visitors are instructed to come to their appointments alone. If a visitor must be accompanied by another person (e.g., for translation assistance, or because the visitor is a minor, or has minor children) their information is captured in the visitor log.

Visitors are instructed that they must wear cloth face coverings during their visit. This applies to all adults and to children over the age of 2. Only individuals with chronic respiratory conditions or other medical conditions that make use of a mask hazardous are exempted from this requirement.

To the extent possible, movement of visitors to the worksite is limited to designated areas such as the reception or lobby area, customer service area, conference or meeting rooms, and public rest rooms.

If necessary, staff are available to direct guests to meeting rooms upon entry to office space rather than congregating in lobbies or common areas.

Visitors arriving at the worksite with children must ensure that their children stay next to a parent, avoid touching any other person or any item that does not belong to them, and are masked if age permits.

Restrooms normally open to the public remain open to the public if the public can enter the facility.

Hand sanitizer, soap and water, tissues and trash cans are available to the public at or near the entrance of the facility, at reception, and anywhere else inside the workplace or immediately outside where people have direct interactions.

Use of digital files rather than paper formats (e.g., documentation, invoices, inspections, forms, agendas) is encouraged.



	bllowing schedule: Break rooms:
	Restrooms:
	Other:
	building infrastructure that supports bike commuting is open and capacity for bike storage increased if possible.
S	Sharing of communal food is prohibited.
C	Optional-Describe other measures (e.g. providing senior-only hours):
).	MEASURES THAT COMMUNICATE TO THE PUBLIC
	A copy of this protocol is posted at all public entrances to the facility.
	Signage has been posted to provide clear guidance to the public about how to maintain safety within the facility (e.g., maintaining physical distance, wear face covering, etc.).
	Signage is posted at each public entrance of the facility to inform all employees and visitors that they should: Avoid entering the facility if they have a cough or fever.
	Online outlets of the workplace (website, social media, etc.) provide clear information about hours, required use of face coverings, policies in regard to making appointments, and other relevant issues.
≣.	MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES
	Services that are critical to the customers/clients have been prioritized.
	Transactions or services that can be offered remotely have been moved on-line.
	Measures are instituted to assure access to goods and services for visitors who have mobility limitations and/or are at high risk in public spaces.
۸n	y additional measures not included above should be listed on separate pages which the business should attach to this document. You may contact the following person with any questions or comments about this protocol:
in	ess ct Name:

Novel Coronavirus (COVID-19)

Los Angeles County Department of Public Health Cleaning & Disinfection Matrix

This guidance provides recommendations on the cleaning and disinfection of rooms or areas. These guidelines are focused on non-healthcare facilities such as schools, institutions, offices, daycare centers, businesses, and community centers that do not house persons overnight. These guidelines are not meant for cleaning in healthcare facilities, households, or other locations where specific guidance already exists. http://ph.lacounty.gov/media/Coronavirus/

Additional Considerations

- a) Employers should develop policies for worker protection and provide training to all cleaning staff on-site prior to providing cleaning tasks. Training should include when to use PPE, what PPE is necessary, how to properly don (put on), use, and doff (take off) PPE, and how to properly dispose of PPE.¹
- b) Employers must ensure workers are trained on the hazards of the cleaning chemicals used in the workplace in accordance with OSHA's Hazard Communication standard (29 CFR 1910.1200).¹
- c) Employers must comply with OSHA's standards on Bloodborne Pathogens (29 CFR 1910.1030), including proper disposal of regulated waste, and PPE (29 CFR 1910.132).¹

	Routine Cleaning	Enhanced Cleaning	Deep Cleaning
Description	Regular cleaning practices implemented.	Routine cleaning practices PLUS additional cleaning and disinfecting of high touch surfaces during a communicable disease outbreak to prevent illness.	Routine and enhanced cleaning PLUS specialized cleaning of the space occupied by a person suspected or confirmed positive (+) for a communicable disease.
Personal Protective Equipment (PPE)	If chemicals are used, wear gloves to protect hands.	Wear gloves PLUS splash goggles if there is a risk of splash. Be sure to refer to Safety Data Sheets or follow the instructions on the chemical label.	Wear gloves, splash goggles, face shield, gowns/coveralls, respirator if there is a risk of splash. Be sure to refer to Safety Data Sheets or follow the instructions on the chemical label.
Disinfectant	Use everyday janitorial cleaning supplies and disinfectants for regular surfaces such as floors, tables, desks, counters, sinks, toilets, and other hard-surfaced furniture and equipment.	Use routine cleaning disinfectants or other approved disinfectants ¹ for regular surfaces PLUS an EPA-registered disinfectant approved for viral/bacterial pathogens for hightouch surfaces.	Use an EPA-registered disinfectant approved for emerging pathogens. ²

Novel Coronavirus (COVID-19)

Los Angeles County Department of Public Health Cleaning & Disinfection Matrix

	Routine Cleaning	Enhanced Cleaning	Deep Cleaning
Cleaning	Perform the following practices: a) Dust hard surfaces b) Damp wipe hard surfaces free of debris c) Wet mop floors d) Vacuum carpet and mats	a) Perform routine cleaning actions PLUS increase the frequency of cleaning and disinfecting of high touch non-porous objects/surfaces throughout the building. b) Clean with warm water and soap/detergent. Disinfect high- touch non-porous surfaces at least daily. c) Clean visible stains/debris on porous surfaces (e.g. carpet, rugs, furniture, and drapes) with appropriate cleaners indicated for use on the material.	a) Close off the space/area used by the ill occupant and wait up to 24 hours before entering if practical. ¹ b) Open outside doors and windows in the ill occupant's area to increase air circulation if possible.¹ c) Perform routine and enhanced cleaning actions PLUS thoroughly clean and disinfect ALL non-porous surfaces especially the high-touch surfaces (e.g. desk, table, hard-backed chair, doorknob, light switch, handle, computer, keyboard, mouse, telephones) in the ill occupant's space/office. d) For porous surfaces (carpet, sofa, chair, rug, and drapes) in the ill occupant's space/office, remove visible contamination, clean with appropriate cleaners, and disinfect with a liquid/spray indicated for use on the material. e) Once thorough cleaning and disinfection have been completed space can be reoccupied.

^{1.} CDC Coronavirus Disease 2019 (COVID-19) Environmental Cleaning and Disinfection Recommendations https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html

^{2.} EPA, List N: Disinfectants for Use Against SARS-CoV-2 https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2



CITY OF ROLLING HILLS

Administrative Regulations for City Response in the Workplace to COVID-19

In accordance with guidance from the Centers for Disease Control and Prevention ("CDC") and the current State and Local Orders, the following are the current protocols which are being followed by the City for all employees, but are subject to change based on the essential nature of the services provided by the City and the rapidly changing state of the pandemic. Any questions or concerns regarding these protocols should be directed to the City Manager or, in her absence, to the City Attorney.

Sick and/or Exposed Employees

- Employees will take their temperature with a thermometer every day before arriving to City Hall
 and should report temperatures at or above 100.0 directly to the City Manager. City Manager will
 also require employees to undergo a temperature check upon arrival to City Hall but before
 entrance to City Hall. (Do NOT retain the temperature record. THIS IS NOT A PERMANENT
 RECORD.)
- Employees who are sick, have symptoms of COVID-19 (i.e. fever, cough, or shortness of breath) or have been diagnosed with COVID-19 should not report to work, should report in "sick" in accordance with applicable procedures, and should contact the City Manager. Such employees should also consult with their healthcare providers. Such employees are encouraged to access COVID-19 testing through their healthcare providers or alternatively through Los Angeles County.¹
- Employees who are diagnosed with COVID-19 and who have reported to work within the 14-day period immediately preceding the diagnosis are expected to advise the City Manager of the diagnosis, so that the City can take appropriate precautions in the workplace.
- Employees who appear to have symptoms (i.e., fever, cough, or shortness of breath) upon arrival at work or who become sick during the day should immediately be separated from other employees, officials, and visitors and then be sent home. The City Manager should be contacted immediately for evaluation of additional steps. Such employees should also consult with their healthcare providers. Such employees are encouraged to access COVID-19 testing through their healthcare providers or alternatively through Los Angeles County.²
- Any employees with COVID-19 symptoms should follow the advice of their medical providers and CDC-recommended steps. Such employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local

¹ https://covid19.lacounty.gov/testing/

² Id.

health departments. Currently the recommendation is to remain out of the workplace for 72 hours after reaching "fever free" status without the use of medication and improvement in respiratory symptoms **and** at least 7 days after symptoms first appeared. Employees should consult with their providers and the City Manager about their return to work.

- Employees who do not have symptoms of COVID-19, but who have been in contact with a
 household member with a presumed or confirmed case of COVID-19 should notify the City
 Manager, consult with their medical provider, and follow CDC recommended precautions.³
- If an employee who has been in the workplace is confirmed to have COVID-19 or is medically directed to self-isolate, the City will inform employees known to have had close contact with that employee of their possible exposure to COVID-19 in the workplace but will maintain confidentiality of the employee's identity to the extent possible, as required by law. The employees who were possibly exposed should then self-monitor for symptoms (i.e., fever, cough, or shortness of breath) and follow the steps above. Those employees can continue to report to work as long as they remain asymptomatic, unless otherwise determined by the City Manager.
- If an employee has symptoms of COVID-19 and has been in the workplace, but is not confirmed to have COVID-19, the City may inform employees of a possible exposure (again maintaining confidentiality to the extent possible). Information will be evaluated by the City Manager, consulting with the latest guidance from the CDC and local and state health officials.⁴
- Employees who have been in close contact with someone outside of the workplace that has a confirmed diagnosis of COVID-19 or is showing symptoms of COVID-19, should consult with their medical provider and contact the City Manager for further evaluation of next steps, which may involve having the employee telecommute or remain at home. "Close contact" is defined by the CDC as being within approximately 6 feet of a person with COVID-19 for a prolonged period of time; close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room.
- Employees must contact the City Manager **immediately** upon report of any of the above circumstances, so that appropriate actions can be taken.

How Employees Can Reduce the Spread of COVID-19

- Stay home if you are sick, except to get medical care.
- Inform the City Manager if you are sick or if you have a sick household member at home with a
 diagnosis of COVID-19 or symptoms of COVID-19, including under the care of a healthcare
 provider seeking a diagnosis or under medical direction to home isolate.
- Persons with serious chronic medical conditions are at higher risk for complications and are advised to take precautions to avoid exposure to COVID-19.

³ https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html

⁴ *Id.*; https://covid19.ca.gov/industry-guidance/

- Wash your hands often with soap and water for at least 20 seconds. Use hand sanitizer with at least 60% alcohol if soap and water are not available.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Wear a face mask while present in City Hall. Cover your mouth and nose with a tissue (or face mask) when you cough or sneeze. Throw used tissues in the trash and immediately wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer containing at least 60% alcohol. Learn more about coughing and sneezing etiquette on the CDC website.
- Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA's criteria for use against SARS-CoV-2, the cause of COVID-19, and are appropriate for the surface. Visit https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-againstsars-cov-2 to find the current list of products that meet EPA's criteria.
- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.
- Practice social distancing by avoiding large gatherings and maintaining distance (approximately 6 feet) from others.
- Abide by all federal, state, and local government health orders.

City Actions To Reduce Transmission Among City Officials, Employees, Agents, and Visitors

- Comply with Appendix A (Protocol for Social Distancing) of Los Angeles County's June 11, 2020
 Health Order. A copy of Appendix A shall be distributed to all employees and posted at all public
 entrances, and is attached to these regulations as Exhibit A.
- Comply with Appendix D (Protocol for Office Worksites) of Los Angeles County's June 11, 2020
 Health Order, where applicable. A copy of Appendix D shall be distributed to all employees and
 posted at all public entrances, and is attached to these regulations as Exhibit B.
- Comply with the Los Angeles County Department of Public Health's Cleaning & Disinfection Matrix which is attached to these regulations as Exhibit C.
- Actively encourage sick persons to stay home.
- Station all desks or individual workstations at least 6 feet apart.
- Place bin at desk of each employee for internal City drop offs of work projects.
- Provide hand sanitizer, disinfectant wipes, disposable gloves, and disposable face masks. Hand sanitizer or disinfectant wipes shall be available at or near the entrances of City Hall, at the

counter of City Hall, and anywhere else inside City Hall or directly outside where people have direct interactions.

- Provide time for employees to implement cleaning practices during their workdays.
- Place bin at front doors of City Hall for mail and deliveries.
- Leave open, as appropriate to conduct City business, the doors to the City Council Chambers, the door to the public counter, and the doors between offices to reduce communal touching of doors.
- Mark one-way path of travel in City Hall with tape to guide persons in City Hall to maintain social distancing (minimum 6 feet).
- In the City Council Chambers, mark the floor with tape for chair placement 6 feet apart.
- Allow one visitor at the public counter in City Hall at one time.
- Post instructions for access to City Hall on the City's website, in the City's newsletter, and at the
 entrances to City Hall, including the need to do all of the following:
 - Practice social distancing (minimum 6 feet).
 - Wear face masks while in City Hall.
 - Secure an appointment in advance to visit City Hall.
 - Inform the City Manager or City staff in advance of entering City Hall if a person is experiencing symptoms of COVID-19.
- Increase cleaning and disinfection intervals.
- Implement the following food measures:
 - No sharing of food.
 - Discontinue communal coffee, water, snacks, utensils, cups, plates, bowls, etc.
 - Require employees to bring personal food in a labeled bag or Tupperware.
 - Require employees to eat in their office and keep utensils, cups, plates, bowls, etc. in their office for their personal use only.
 - Require employees to clean and disinfect microwave and refrigerator handle before and after use.
- Require teleconference for any meetings where proper social distancing cannot be accommodated.

• Enforce these regulations.

Resources for more information

 $\frac{https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html}{https://www.cdc.gov/coronavirus/2019-ncov/index.html}$

https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html

Created on May 15, 2020 Revised on July 7, 2020.

FIRST AMENDMENT TO SERVICES AGREEMENT FOR CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL

THIS FIRST AMENDMENT TO SERVICES AGREEMENT FOR CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL, is made and entered into this ____ day of July 2020 at City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Executive-Suite Services, Inc. (hereinafter the "CONTRACTOR") (collectively, the "Parties").

RECITALS:

- A. On July 13, 2016, CITY entered into a Services Agreement for Custodial Services with CONTRACTOR for custodial services at City Hall (the "Agreement").
- B. The Agreement was for a three-year term through June 10, 2019 with the option to renew for three (3), one (1) year periods by mutual agreement. Following the three-year term, in June 2019, the Parties extended the Agreement for an additional year through continued course of dealing under the terms of the Agreement ("First Extension").
- C. In March 2020, as a result of COVID-19, CITY and CONTRACTOR agreed to increase the frequency of weekly cleanings to twice a week in exchange for an increase in the weekly cost to \$230.
- D. In June 2020, CITY and CONTRACTOR agreed to increase the frequency of weekly cleanings to three times a week in exchange for an increase in the weekly cost to \$340.
- E. CITY and CONTRACTOR now desire to amend the Agreement to update the scope of the work and require CONTRACTOR to fulfil certain cleaning protocols in response to COVID-19 and extend the term for an additional year through June 10, 2021 ("Second Extension").
- F. CONTRACTOR is well qualified by reason of experience to perform such services.
- G. CONTRACTOR is willing to render such custodial services as hereinafter defined.
- **NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:
- 1. CITY and CONTRACTOR agree to replace Exhibit A that was attached to the Agreement with Exhibit A that is attached to this First Amendment and incorporated herein by reference.
 - 2. Paragraph 3 (COST) of the Agreement is amended to read as follows:
 - 3. COST
 - A. CONTRACTOR shall perform routine custodial services in accordance with the following schedule and weekly rates:

Date Range	Frequency of Cleaning	Cost Per Week
06/12/2016 to 06/03/2019	Once per week	\$98
06/03/2019 to 03/11/2020	Once per week	\$150
03/11/2020 to 07/06/2020	Twice per week	\$230
07/06/2020 to end of	Three time per week	\$340
Agreement term		

- B. CONTRACTOR shall perform special clean up custodial services once a year at a cost of \$475.
- C. CONTRACTOR shall perform on call janitorial services and emergency services at a cost of \$22 per hour as specified in the Proposal.
- D. Any increase in contract amount or scope shall be by express written amendment approved by the CITY and CONTRACTOR.
- 3. All terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date and year first above written, and it is effective as of June 10, 2020.

CITY OF ROLLING HILLS	CONTRACTOR
ELAINE JENG, CITY MANAGER	WALTER PRINCE, PRESIDENT
ATTEST:	
CITY CLERK	
APPROVED AS TO FORM:	
MICHAEL JENKINS CITY ATTORNEY	

EXHIBIT A

CUSTODIAL WORK SPECIFICATIONS / FREQUENCY SCHEDULES FOR CITY HALL AND COUNCIL CHAMBER

ROUTINE CUSTODIAL SERVICES:

Council Chamber:

- 1. Wipe and soft rag buff tables, shelve underneath the table and all chairs. Disinfect such surfaces.
- 2. Dust lighting fixtures.
- 3. Remove spider webs.
- 4. Clean and disinfect wall light switches and door handles.
- 5. Vacuum upholstery.
- 6. Vacuum carpeted floor.

Five (5) Offices, Lobby, Hallways and Workroom:

- 1. Wipe and soft rag buff the public counter, tables, desks, doors and picture frames. Use non-abrasive cleanser and damp rag on Formica counter. Disinfect such surfaces.
- 2. Clean and rag buff the front doors and the door by the counter. Disinfect such surfaces.
- Clean and sanitize all doorknobs and wall switches. Disinfect such surfaces.
- 4. Empty all desk and area trash and recyclable containers.
- 5. Wash out trash receptacles at least once per week.
- Empty both shredders.
- 7. Sweep all floors with chemically treated dust mops or vacuums. This is to include behind couch, under tables and chairs.
- 8. Vacuum and clean all carpeted floors
- 9. Vacuum upholstery.
- 10. Remove spider webs.
- 11. Dusting to include wall frames, window corners, partitions, tables, desks, telephones, filing cabinets, baseboards and all office furniture.
- 12. Clean and disinfect tables, desks, telephones, filing cabinets, and all non-porous office furniture.
- 13. Clean and disinfect the sink and sink fixture.
- 14. Refill Z-type paper towel holder by the sink.
- 15. Do not dump cleaning materials and dirty mop water down kitchen sink.
- 16. Deposit all wastes in designated exterior dumpsites.
- 17. Secure all exterior and interior doors and windows.
- 18. Turn OFF all lights and AC/Heater but security night lighting.
- 19. Turn ON alarm before leaving.

Hallway and Storage Closets:

- Maintain janitorial section of the closets and storage areas in a clean and orderly manner.
- 2. Wipe and dry refrigerator inside and out. Disinfect such surfaces.
- 3. Wet mop and disinfect vinyl floors, and spot clean carpet adjacent thereto.

Two (2) Restrooms:

- 1. Wipe and soft rag buff stall partitions, doors, doorframes, bathroom fixtures, wall switches and sanitize door handles. Disinfect such surfaces.
- 2. Clean and disinfect floor drains, sinks, toilets, urinals, toilet seats both sides, and exterior surfaces of the above units together with their exposed piping.
- 3. Clean, disinfect, and polish all mirrors, metal frames, fixtures, faucets and containers. This shall include the elimination of streaks and film and cleaner residue.
- 4. Clean all ceramic tile walls.
- 5. Replace urinal blocks and air fresheners as needed.
- 6. Clean all ceiling or wall vents of dust, grime and build-up.
- 7. Refill all consumable product containers: toilet tissue, paper towels, toilet seat covers and soap.
- 8. Empty all waste containers and replace liners, wash and sanitize trash containers.
- 9. Clean, disinfect, and wax all floors.

Kitchenette and coffee area:

- 1. Empty, wash, disinfect trash container and replace trash liner.
- 2. Clean and wipe walls around sink area.
- Wash counter top and sink using cleanser in sink to remove stains. This shall include the elimination of streaks and film and cleaner residue. Disinfect such surfaces.
- 4. Clean and wipe dry coffeemakers.
- 5. Leave all machines plugged in and in off position as left by the staff.
- 6. Clean and wipe wall next to trash container and clean and wipe cabinets.
- 7. Wet mop and disinfect vinyl floor and spot clean carpet adjacent thereto.
- 8. Remove and dispose of all food or beverages left out on the counter.
- 9. Sweep and mop kitchen floor.

Exterior work, Trash Area and Recycling Center:

- 1. Sweep patios, entries and walkways and keep recycling center area free of litter.
- 2. Sweep concrete entries to City Hall and Council Chamber.
- 3. Mop or clean spillage from all floors, bare concrete, vinyl tile, or concrete.

<u>Twice a year:</u> All wall clocks in City Hall shall be adjusted to reflect the spring and fall time savings change. The clock's batteries must be replaced once a year in the Fall.

ANNUAL SPECIAL CLEANING:

Annually For All Areas: (week before Thanksgiving):

- 1. Wash all windows and doors in and out.
- Wash, wax and polish all floors.
- 3. Wash glass sliding doors in the lobby.
- 4. Wash and polish lighting fixtures inside and outside the building.
- 5. Vacuum or wash all heating and air conditioning vents.
- 6. Dust and clean shutters and vacuum curtains.
- 7. Remove spider webs from all corners.

ANNUALLY IN THE COUNCIL CHAMBER

- 1. Move tables and chairs and setup for the Annual Holiday Open House (the second Friday in December)
- 2. Move back tables and chairs to regular meeting setup after the Holiday Open House (second Monday in December after 9:30 PM). **Must be done that night**.
- 3. Shampoo all carpeted areas (the third Friday in December)

EMERGENCY SERVICES:

Cleaning in response to a person suspected or confirmed positive (+) for a communicable disease, such as the Novel Coronavirus, shall be considered "Emergency Services" as defined herein. CONTRACTOR shall perform routine custodial services in addition to the following deep cleaning services:

- 1. Thoroughly clean and disinfect all non-porous surfaces (e.g. desk, table, hard-backed chair, doorknob, light switch, handle, computer, keyboard, mouse, telephones) in the ill occupant's space/office.
- 2. For porous surfaces (carpet, sofa, chair, rug, and drapes) in the ill occupant's space/office, remove visible contamination, clean with appropriate cleaners, and disinfect with a liquid/spray indicated for use on the material.

Emergency services are not limited to deep cleaning services in response to a person suspected or confirmed positive (+) for a communicable disease.

DISPOSAL OF DEBRIS:

The Contractor shall promptly dispose of all debris accumulated as a result of cleaning services. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's price. City will provide trash collection bins at no cost to Contractor at City Hall. Contractor shall participate **in recycling and e-waste programs** as directed by City at no additional cost to City.

SPECIAL NOTES

- 1. In no case shall any paper, books, documents, equipment, materials in storage boxes on the floor be touched, moved or displaced.
- Anytime CONTRACTOR is required to disinfect a surface, CONTRACTOR shall use an EPA-registered disinfected approved for emerging pathogens. (For list see: https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19).
- 3. City Manager may direct CONTRACTOR to perform other cleaning services as are necessary



City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

June 15, 2016

Mr. Walter N. Prince, President Executive-Suite Services, Inc. 19025 Parthenia Street, Suite 200 Northridge, CA 91324

CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL

Dear Mr. Prince:

At the City Council meeting held Monday, June 13, 2016, City Council Members took action to award a three-year agreement for the custodial services for the City of Rolling Hills City Hall to your company in an amount not to exceed \$98 per week. Enclosed please find the fully executed agreement.

The City will issue a Notice to Proceed for the custodial services upon receipt of the following additional document:

One (1) copy of a Certificate of Insurance as stated in Article 14, Paragraph ii - Public Liability and Property Damage Insurance and Paragraph iii - Worker's Compensation Insurance.

I am looking forward to the meeting with Richard on Thursday, 6/16 at 11:00 AM to discuss the new agreement.

I look forward to working with you. If you have any questions, please feel free to contact me at 310-377-1521.

Sincerely,

Raymond R. Cruz

City Manager

RRC: en

06-14-16Executive-Suite Services bid award-ltr.docx

attachments

Terry Shea, Finance Director CC:

Captain Dan Beringer, LASD

SERVICES AGREEMENT FOR CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL

THIS AGREEMENT, made and entered into this 13th day of June 2016 at City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Executive-Suite Services, Inc. (hereinafter the "CONTRACTOR").

1. RECITALS:

- A. The CITY desires to retain the CONTRACTOR for custodial services at City Hall.
- B. The CITY desires to retain the CONTRACTOR for related and urgency/emergency cleaning services on an as-needed basis.
- C. CONTRACTOR is well qualified by reason of experience to perform such services
- D. CONTRACTOR is willing to render such custodial services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONTRACTOR and CONTRACTOR agrees to perform the services set forth in this Agreement.

2. SCOPE OF WORK

CONTRACTOR shall perform custodial services and as-need related and urgency/emergency custodial services according to the Request For Proposals attached as Exhibit A. CONTRACTOR shall be "on-call" to respond to the CITY. Work shall be directed by the City Manager or his designee.

3. COST

CONTRACTOR shall perform custodial services at a weekly cost of \$98, once a year special clean up at a cost of \$475 and related on call janitorial services and emergency services at a cost of \$22 per hour as specified in the Proposal. Any increase in contract amount or scope shall be by express written amendment approved by the CITY and CONTRACTOR.

4. METHOD OF PAYMENT

CONTRACTOR shall be reimbursed monthly in arrears based upon the services provided. CONTRACTOR shall submit invoices in duplicate and addressed to the CITY, 2 Portuguese Bend Road, Rolling Hills, CA 90274.

5. INJURIES, SUBCONTRACTING, PROPERTY DAMAGE

CONTRACTOR shall not be permitted to subcontract any portion of this contract without the express written consent of the CITY. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify both the

Agreement Custodial Services Contract Administrator by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's sub, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of the City's tools or materials were involved.

6. COMMENCEMENT OF WORK

CONTRACTOR shall commence work under this agreement upon receipt of a notice to proceed from the CITY.

7. ACCOUNTING RECORDS

CONTRACTOR must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONTRACTOR'S California office during the contract period and thereafter for five years from the date of final payment.

8. TERM OF CONTRACT

This contract shall be valid for three years through June 10, 2019. Thereafter the contract may be renewed for three (3) one (1) year periods by mutual agreement.

9. TERMINATION

This contract may be terminated at any time for breach and the CITY may terminate unilaterally and without cause upon seven (7) days written notice to the CONTRACTOR. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

10. ASSIGNABILITY

CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the Agreement, or its right, title or interest, or its power to execute such an Agreement to any individual or business entity of any kind without previous written consent of the CITY.

11. 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.

12. NON-SOLICITATION CLAUSE

The CONTRACTOR warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other

Agreement - 2 -

Custodial Services

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.

13. INDEMNITY

CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers. officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

14. INSURANCE

- A. Without limiting CONTRACTOR'S obligations arising under paragraph 14 Indemnity, CONTRACTOR shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONTRACTOR, 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. <u>Automobile Liability Insurance</u> 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. <u>General Liability and Property Damage Insurance</u>, 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 CONTRACTOR'S actions under this Agreement, whether or not done by CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR. Such insurance shall have a combined single limit of not less than \$500,000.
- iii. <u>Worker's Compensation Insurance</u> for all CONTRACTOR'S employees to the extent required by the State of California.
- B. <u>Deductibility Limits</u> for policies referred to in subparagraph A (i) and A (ii) shall not exceed \$5,000 per occurrence.

- C. <u>Additional Insured</u>. City, its elected and appointed officers, agents, and employees shall be named as additional insured or certificate holder on policies referred to in subparagraphs A (ii) and (iii).
- D. <u>Primary Insurance</u>. The insurance required in paragraphs A (i) (ii) and (iii) shall be primary and not excess coverage.
- E. Evidence of Insurance. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S expense.

15. 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.

16. 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 CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

17. INDEPENDENT CONTRACTOR

The CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth. The CONTRACTOR 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.

18. MATERIAL SAFETY DATA SHEETS

To the extent required by law, Contractor agrees to submit Material Safety Data Sheets (MSDS) for all "hazardous substances" Contractor intends to use in performance of work under this Contract. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor code sec. 6360 et seq.) The MSDS for all products must be submitted to the City before commencing work. The MSDS for a particular product must be reviewed and approved by the Contract Administrator before Contractor may use that product. City will inform Contractor about hazardous

substances to which it may be exposed to while on the job site and protective measures that can be taken to reduce the possibility of exposure.

19. 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 CONTRACTOR by CITY and contains all the covenants and agreements between the parties with respect 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 CONTRACTOR.

20. 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	CONTRACTOR	Executive-Suite Services, In 19025 Parthenia Street - Suite Northridge, CA 91324 (818) 993-6300
RAYMOND R. CRUZ, CITY MANAGER	WALTER PRINCE, PR	RESIDENT
DATE: 6/14/16	DATE:	
ATTEST:		

HEIDI LUCE, CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

Agreement
Custodial Services

200

THE CITY OF ROLLING HILLS INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY – IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE CITY OF ROLLING HILLS – IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

- 1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.
- 2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
- 3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.
- 4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

OTATE OF
STATE OF
STATE OF) SS. COUNTY OF)
On
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature: Name of Notary: Date Commission Expires: Commission No.:
WITNESS my signature and seal.
Notary Public (Seal)
Agreement -6-

Custodial Services

INSURANCE REQUIREMENTS FOR THE CITY OF ROLLING HILLS JANITORIAL CONTRACT

The Contractor shall at all times, during the term of this contract, carry, maintain and keep in full force and effect, a policy or policies of comprehensive public liability insurance with an insurance company admitted to write insurance in California, or carriers with a rating of, or equivalent to, A: VII by A. M. Best & Company to, and approved by, the City and City Attorney, within minimum limits as listed in Paragraph 15 of this agreement. The contractor shall at all times during the term of this contract carry, maintain and keep in full force and effect a policy or policies of workers' compensation insurance and shall provide to the City evidence of such coverage in the form set forth herein. The City, its officers, employees, attorneys, and volunteers shall be named as additional insured on the policy(ies) as to comprehensive general liability, automotive liability, and worker's compensation coverages.

- a) All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) day's prior written notice thereof. The Contractor agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.
- b) The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and the pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due to the Contractor.
- c) The Contractor shall submit to the City (1) insurance certificate indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the City's appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.

Workers' Compensation Certificate of Insurance

WHEREAS, the City of Rolling Hills has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named as certificate holder and that the same are in force at this time:

1. This certificate of insurance is issued to:

The City of Rolling Hills City Hall 2 Portuguese Bend Road Rolling Hills, California 90274

- 2. The insured under such policy or policies are:
 - a. <u>Workers' Compensation Policy or Policies</u> in a form approved by the Insurance Commissioner of California covering all operations of the named insured as follows:

Policy Number	Effective Date	Expiration Date
		-:
coverage or limits	of liability, unless an	eled, nor shall there be any reduction in d until thirty days' written notice thereof the City of Rolling Hills

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insured (the above named additional insured are hereafter referred to as the "Additional Insured") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insured have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverage's afforded the Additional Insured under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insured shall be called upon to contribute with the insurance coverage's provided by

the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

- 4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
- 5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insured.
- 6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
- 7. Company hereby waives all rights of subrogation and contribution against the Additional Insured, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insured.

- 8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
- 9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
	i i	
11. Scheduled items or loca The following inclusions relate to the		fied on an attached sheet. udes:
 Contractual Liability 	 Explosion Hazard 	
 Owners/Landlords/Tenants 	 Collapse Hazard 	
 Manufacturers/Contractors 	 Underground Prop 	perty Damage
 Products/Completed Operations 	 Pollution Liability 	
 Broad Form Property Damage 	Liquor Liability	
 Extended Bodily Injury 	0	
 Broad Form Comprehensive 		
General Liability Endorsement	0	
12. A deductible or self-instance applies to all coverage(s) except:	urea retention (check o	ne) or \$
(if none, so state). The deductible is a one).	applicable per claim or	per occurrence (check
13. This is an occurrence		
14. This endorsement is effo	ective on	at 12:01 a.m.
and forms a part of Policy Number I.	•	(print name),
hereby declare under penalty of perju have the authority to bind the Compa hereof, I do so bind the Company.		ne State of California, that I
	cuted	, 2016.
	(Original sign	Authorized Representative ature only; no facsimile nitialed signature accepted)
Telephone No.: ()		

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL FACILITY



NOTICE INVITING PROPOSALS

City of Rolling Hills 2 Portuguese Bend Road Rolling Hills, CA 90274

Phone: (310) 377-1521 Fax: (310) 377-7288

E-Mail: enikodem@cityofrh.net

CITY OF ROLLING HILLS CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL FACILITY

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City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

NOTICE INVITING PROPOSALS FOR CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL FACILITY

PROPOSAL MUST BE RECEIVED BY:

4:00 P.M., on Monday, May 16, 2016

PLACE OF PROPOSAL RECEIPT:

City Hall, 2 Portuguese Bend Road Rolling Hills, CA 90274

NOTICE IS HEREBY GIVEN that the City of Rolling Hills, County of Los Angeles, California, will receive up to, but not later than the time set forth above, proposal for the award of a contract for the above project. All proposals shall be made on the form furnished by the City. The Cost Proposal must be in a separate envelope marked "COST PROPOSAL".

DESCRIPTION OF WORK: The project consists of furnishing all labor, materials, supplies, and equipment necessary to provide for complete custodial maintenance services at City Hall. Equipment shall consist of vacuums, brooms, mops, mop heads, dust mops, squeegees, dustpans, and ladders. Supplies shall consist of: different size trash can liners, cleaners, cleansers, window cleaners, Z-fold paper towels, toilet paper, toilet seat covers, carpet and upholstery shampoos, spot cleaners, polishes, deodorant blocks, liquid hand soaps, waxes, strippers, seal costs, tile cleaners, and disinfectants as specified in Exhibit A. The Contractor shall supply all paper goods to include: toilet paper, seat covers, paper towels. Brand and quality of all paper supplies are subject to approval.

COMPLETION OF WORK: All work shall be completed in accordance with the allocated time frames as specified by the authorized city staff.

TERM OF CONTRACT: The term of contract shall be for a period of three (3) years at the contract price. Thereafter the contract may be renewed for three (3) one year periods by mutual agreement. The contract may be cancelled by the City without cause upon seven (7) days written notice.

NOTE: EACH PROPOSAL MUST BE ACCOMPANIED BY COST PROPOSAL AND EVIDENCE OF INSURANCE (PLEASE SEE PARAGRAPH 15 FOR DETAILS). NO CONTRACT WILL BE AWARDED TO ANY PROPOSER WHO IS NOT A PROPERLY LICENSED CALIFORNIA CONTRACTOR AS REQUIRED BY THE CALIFORNIA BUSINESS AND PROFESSIONS CODE.

Successful Proposer will begin work on Friday, June 17, 2016.

The City reserves the right to reject any or all proposals or any parts thereof and waive any irregularities or informalities in any proposal and to make awards in all or part in the best interest of the City.

1.0 INTRODUCTION

The City of Rolling Hills invites all qualified firms to submit Proposals for a three (3) year Contract for Janitorial Services. Said services shall include without limitation:

JANITORIAL CLEANING SERVICES: Weekly and Annual cleaning of City Hall. Said services shall include without limitation dusting, sweeping, vacuuming, mopping, waxing, polishing, carpet, upholstery and curtain vacuuming, restroom cleaning and sanitizing, emptying trash cans and recycling, interior and exterior window cleaning, wet and dry wiping of horizontal and vertical surfaces.

RELATED JANITORIAL SERVICES: The Proposer (Contractor) shall have the capability to provide Related Janitorial Services including but not limited to upholstery and carpet vacumming, sanitizing, fabric wall cleaning, pressure washing steam cleaning with water recovery capabilities and window washing. Pre and post setup and strike for meetings and special events. Contractor will provide Related Janitorial Services on a case-by-case basis as requested and authorized by the City.

URGENCY / EMERGENCY JANITORIAL SERVICES: The Contractor shall have the capability to receive and respond immediately to calls of an urgency and or emergency nature during normal working hours and during hours outside of normal working hours, calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

The City has one (1) municipal building (City Hall) at which the described janitorial cleaning services are to be provided.

The City is requesting proposals from qualified Proposers (Contractors) who can provide consistent high quality janitorial cleaning services and other related services as described. All janitorial and related services shall be provided to the highest professional standards. Current methods and practices as accepted and commonly used in the janitorial community shall be employed in the servicing of the City's building.

2.0 GENERAL CONDITIONS

2.01 Definition of Terms:

The following terms used in the RFP documents shall be construed as follows:

"Agreement" shall be considered synonymous with the term Contract.

"City" shall mean the City of Rolling Hills.

"Council" shall mean the Rolling Hills City Council.

"Contract Administrator" shall mean the City Manager or his designee.

"Conference" shall mean meeting.

"Proposer", "Licensee" or "Contractor" shall mean the individual, partnership, corporation or other entity to which this agreement is awarded.

"RFP" shall mean Request for Proposal.

2.02 Proposal Format and Submission Requirements:

Proposals shall be submitted on the Proposal Form in accordance with the requirements set forth in this RFP. Proposals shall be based only on the material contained in the RFP, pre-proposal conference responses, amendments, addenda, and other material published by the City relating to the RFP. The Proposer shall disregard any previous draft material and oral representations that may have been obtained by the Proposer. Qualified Proposers (Contractors) choosing to respond to this Request for Proposal (RFP) are required to complete and submit all information requested in the section entitled Proposal Form.

2.03 In Writing:

All proposals must be submitted in writing and Proposers shall complete and return all applicable documents including the Proposal Form and all appendices, specifications and any technical and/or illustrative literature. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation.

2.04 Authorized Signatures:

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The proposal must identify the responsible entity.

2.05 Number of Copies Required and Submittal of Proposals:

Proposers are required to submit one (1) original Proposal signed in ink. Written proposals must be presented by no later then Monday, May 16, 2016 by 4:00 p.m. Proposer must enter the proposal title, and Proposer's name on the outside of the envelope. Proposals are to be delivered to the address listed in the RFP. Late proposals will not be accepted.

2.06 Information Requested and Not Furnished:

The information requested and the manner of submission is essential to permit prompt and fair evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

2.07 Alternatives:

The Proposer shall not change any wording in the RFP or associated documents. Any explanation of alternatives offered shall be submitted in an addendum attached to the proposal documents. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

2.08 Proposal Errors:

Proposer is liable for all errors or omissions incurred by Proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the due date for submission.

2.09 Waiver of Minor Administrative Irregularities:

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

2.10 Cost of RFP:

The City is not responsible for any costs incurred by Proposer while submitting proposals. All Proposers who respond to solicitations do so solely at their own expense.

2.11 Withdrawal of Proposals:

Proposer may withdraw submitted proposal in writing at any time prior to the specified due date and time. A written request, signed by a representative of the company authorized to enter into an Agreement with the City on behalf of the Proposer, must be submitted to the Contract Administrator. After withdrawing a previously submitted proposal the Proposer may submit another proposal at any time up to the specified due date and time.

2.12 Americans With Disabilities Act:

If an individual with a disability requires accommodations to attend the Preproposal Conference, site examination or proposal opening, please contact the Contract Administrator at least five working days prior to the scheduled event.

2.13 Award of Contract:

Award of a contract will be made to the Proposer with the best combination of compensation, responsiveness, financial stability, industry experience, and quality, continuity of service and overall benefit to the City of Rolling Hills. The contract will not necessarily be awarded to the lowest monetary submission. The Rolling Hills City Manager will have the final approval on any contract awarded.

2.14 Rejection of Proposals:

The City reserves the right to reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s), and reserves the right to reject the proposal of any Proposer who has previously failed to perform competently in any prior business relationship

with the City. The rejection of any or all proposals shall not render the City liable for costs or damages.

2.15 Property of City/Proprietary Material:

All proposals submitted in response to this RFP shall become the property of the City and subject to the State of California Public Records Act. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the Proposers claim are exempt from the California Public Records Act (California Government Code Section 6350 et seq.).

In the event a Proposer claims such an exemption, the Proposer is required to state in the proposal the following: "The Proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof."

Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from this disclosure.

2.16 Addendum:

The City reserves the right to issue addendum (a) to this RFP that may add additional requirements to be considered responsive. All Proposers must acknowledge any addendum (a) issued as a result of any change in this RFP. Failure to indicate receipt of addendum (a) may result in a proposal being rejected as non-responsive.

2.17 Independent Contractor:

Contractor is and shall at all times remain as to the City a wholly independent contractor. Neither the City not any of its officers, employees, Contractors, servants or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as herein set forth.

2.18 Communications Regarding this RFP:

Communications regarding this RFP shall be made exclusively with the Rolling Hills Contract Administrator. Proposers that contact other City personnel or City Council members after the City releases this RFP and throughout the evaluation period may be disqualified from consideration. This requirement applies to Proposer's representatives, lobbyists and agents.

2.19 Pre-Award Negotiations:

Prior to award of the contract, the successful Proposer may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, compensation, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc., in order to insure successful administration of the contract.

2.20 Execution of Contract:

Unless otherwise stated, proposals submitted shall be irrevocable for a period of 120 days following the proposal opening date. A response to this RFP is an offer to contract with the City based upon the terms, conditions, service level agreement and specifications contained in the proposal submitted. A contract will be issued when the City Manager approves the awarding of the contract to the selected Proposer.

2.21 Subcontractors/Joint Ventures:

Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City. With approval of the City, the contractor may enter into subcontractors and joint participation agreements with others for the performance of portions of resultant agreement.

The provisions or resultant agreement shall apply to all subcontractors in the same manner as to the contractor. In particular, the City will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of resultant agreement.

2.22 Contractor's Address:

The address given in the Proposal Form shall be considered the legal address of the contractor and shall be changed only by written notice to the City. The contractor shall supply an address to which certified mail can be delivered. The delivery of any communication to the contractor personally, or to such address, or the depositing in the United Stated Mail, registered or certified with postage prepaid, addressed to the contractor at such an address, shall constitute a legal service thereof. Also, telephone number(s), fax number(s) and e-mail address(es) must be provided.

2.23 Non-Discrimination:

In the performance of the terms of the Agreement, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, handicap or religion of such person(s).

2.24 Liability for Direct Payment:

City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by the Contractor performing services hereunder for the City.

2.25 Agreement Assignment:

The Contractor shall not assign, transfer, convey or otherwise dispose of the Agreement, or its right, title or interest, or its power to execute such an Agreement to any individual or business entity of any kind without previous written consent of the City.

2.26 Observance and Compliance:

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by CONTRACTOR must be in accordance with these laws, ordinances, codes and regulations. CONTRACTOR shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

2.27 Death or Property Damage:

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify both the Contract Administrator by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's sub, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of the City's equipment, tools or materials were involved.

2.28 Material Safety Data Sheets:

To the extent required by law, Contractor agrees to submit Material Safety Data Sheets (MSDS) for all "hazardous substances" Contractor intends to use in performance of work under this Contract. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor code sec. 6360 et seq.) The MSDS for all products must be submitted to the City before commencing work. The MSDS for a particular product must be reviewed and approved by the Contract Administrator before Contractor may use that product. City will inform Contractor about hazardous substances to which it may be exposed to while on the job site and protective measures that can be taken to reduce the possibility of exposure.

3.0 SPECIFIC TERMS AND CONDITIONS

3.01 Proposals Due:

Proposals are due Monday, May 16, 2016 by 4:00 p.m. Hard copy submitted to:

City of Rolling Hills City Hall - City Manager 2 Portuguese Bend Road Rolling Hills, CA 90274

Late proposals will not be accepted and shall be returned to the Proposer.

3.02 Term:

The term of the contract shall be for a period of three (3) years from the effective date of the contract. The contract may be cancelled by the City without cause upon seven (7) days written notice.

3.03 Option to Renew:

In a contract awarded for three (3) years the City reserves the right and option to renew the contract for an additional three (3) one year periods by mutual agreement.

3.04 Request for Proposal Schedule:

This schedule indicates estimated dates for the RFP process. The City reserves the right to adjust this schedule:

DATE	EVENT					
April 21, 2016	Release RFP to potential Proposers					
May 16, 2016	RFP RESPONSES DUE BY 4:00 P.M.					
May 17, 2016	RFP Evaluations Commence					
May 23, 2016	Presentation to City Council for approval					
June 17, 2016	Successful Proposer begins					

3.05 Other Terms and Conditions:

The Proposer will abide and adhere and follow all applicable Federal, State and City laws.

3.06 Evaluation of Proposals:

Evaluation of submitted proposals will be based upon the following factors and the points available for each factor.

Evaluation Factors	
	Points
Demonstrated professional skills and credentials of the Proposer and related employees assigned to the work	20 Points
Responsiveness - Completeness, accuracy and quality of proposal.	15 Points
Some RFP processes have been complicated by responses that confronted the panels with "apples and oranges" comparisons. This was caused largely by respondents who did not respond directly to the RFP's requirements, but offered their own alternatives. To minimize that problem in this selection submissions that conform completely to the City's RFP requirements will receive higher points in this category than those responses that do not.	
Understanding and demonstrated ability to provide and undertake the scope of described Janitorial services	20 points
Compensation - Costs for providing described janitorial services	30 Points

Related experience and references	10 Points
Financial Stability - 0-10 points based on the financial stability of the	5 Points
proposing company.	
Total	100 Points

After the Proposals have been ranked, interviews may be conducted with the top-ranked Proposer(s) as determined by the City. The Proposer(s) ranked as the most qualified to provide the requested services may be invited to an additional interview and/or may be invited to negotiate a final Agreement for Janitorial Services with the City. If an Agreement is not reached, negotiations may be terminated and commenced with the next most qualified Proposer as determined by the City.

The recommended award of the Agreement for Janitorial Services will be based on a combination of the previously stated factors. The City reserves the right to reject any and all proposals. The City reserves the right to negotiate the specific requirements and cost using the selected Proposer's Proposal Form as a basis.

4.0 SCOPE OF SERVICES

4.01 Intent:

The intent of this Section as it applies to the Agreement for Janitorial Services is to clarify the manner in which the various work activities shall be performed as they relate to janitorial cleaning services of City Hall. The Contractor shall provide at his own cost and risk all labor, training, equipment, materials, supplies, tools and transportation required to perform Janitorial cleaning services to City Hall as directed/described herein the Agreement (Contract) and related documents. The Contractor shall perform all work necessary to complete the Agreement in a manner to maintain the sanitary condition, the aesthetic appearance, safety and usefulness of City Hall at a level acceptable to the City.

4.02 Building to Be Serviced:

City Hall building, surrounding walkways and recycling / trash enclosure areas.

4.03 Tasks and Frequencies:

All work shall be performed in accordance with the tasks and frequencies as described in Exhibit A of these Contract Documents.

4.04 Service Locations, Hours and Days:

Weekly services are to be performed Fridays after 5 p.m. On holidays services are to be provided the day before. In November, City Hall is closed the Friday after the Thanksgiving Day Holiday. In November the week of the Thanksgiving weekend, service would need to be provided the Wednesday before the Thanksgiving Day.

4.05 Description of Janitorial Services:

4.05.1 Janitorial Cleaning Services:

Weekly and Annual cleaning of City Hall. Please see Exhibit A for details. Said services shall include without limitation dusting, sweeping, carpet and upholstery vacuuming, mopping, floor waxing, polishing, restroom cleaning and sanitizing, emptying trash cans and recycling, interior and exterior window cleaning, dusting and cleaning shutters, curtain vacuuming, wet and dry wiping of horizontal and vertical surfaces.

4.05.2 Related Janitorial Services:

The Contractor shall have the capability to provide Related Janitorial Services including but not limited to vacuuming upholstery and carpet, sanitizing, fabric wall cleaning, pressure washing steam cleaning and window washing. Contractor will provide related Janitorial Services as requested and authorized by the City.

4.05.3 Urgency / Emergency Janitorial Services:

The Contractor shall have the capability to receive and respond to janitorial services of an urgency and/or emergency nature during normal working hours and during hours outside of normal working hours.

Urgency janitorial services shall be those circumstances needing immediate attention within Contractor's normal work schedule or as prescheduled. The Contractor shall provide the names and telephone number(s) of two (2) qualified persons who will be required to coordinate Contractor's response to urgency calls 24 hours a day. Urgency janitorial services are not of a critical nature such as emergency janitorial services but do require immediate attention as determined by the City.

Emergency janitorial services shall be those unanticipated circumstances needing critical attention as determined by the City. The Contractor shall provide the names and telephone number(s) of two (2) qualified persons who will be required to coordinate Contractor's response to emergency calls 24 hours a day. Said persons shall respond to City's initial call requesting Emergency Janitorial Services within 15 (fifteen) minutes and Contractor shall be present at the scene of an emergency call out within a maximum of 1 hour from time of notification by City. Emergency work will be compensated at the hourly rate established by the contract for extra work.

Upon arriving at the scene of an urgency / emergency call out it shall be the responsibility of the Contractor to immediately address the situation including eliminating all unsafe conditions which would adversely effect the health, safety or welfare of the public. The Contractor's name and telephone number will also be listed with other appropriate parties as determined by the City.

4.06 Contractor's Responsibility

4.06.1 Personnel / Work Force:

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the City, all work required under the contract. All supervisory personnel shall be capable of reading and fluently speaking English.

Personnel shall have company identification when performing work. All personnel shall wear appropriate shoes while on duty. All personnel shall be physically able to do their assigned work. The Contractor and the employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance of the public or City employees. All personnel shall conduct themselves in a manner conducive with being representatives of the City of Rolling Hills. The Contractor shall submit to City a list of all employees who are authorized to work within the limits of City Hall. Contractor shall immediately update said list as changes occur such as employee termination, vacation or substitute workers. Contractor shall not permit persons, other than their employees to be on City premises. Contractor's employee shall not use City Hall including contents therein; equipment including computers and telephones; tools or supplies without prior authorization of the City. At the City's discretion and without reason, the City can require the Contractor to remove from the work site any employee(s) deemed careless, incompetent or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Rolling Hills.

4.06.2 Replacement of Contractor's Staff:

The City reserves the right to have the Proposer replace any contract personnel with equally or better qualified staff upon submitting written notice to Proposer. Any Proposer's employee whose employment or performance is objectionable to City shall be immediately transferred from the premises. A request by City to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Proposer in regard to employee discipline shall be at the sole discretion of the Proposer. City shall be held harmless in any disputes the Proposer may have with the Proposer's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

4.06.3 Supervision:

The Contractor shall have a Supervisor available to the Contract Administrator at all times whose sole duty shall be to supervise a full work crew(s) and coordinate all aspects and operations of the work being performed including scheduling, quality of work, safety practices and that the scheduled janitorial services and associated frequencies are completed in a professional manner, to current and acceptable janitorial standards. All work shall be completed to the satisfaction of the City. The Supervisor shall be fluent in speaking, reading and writing English and approved in advance by the City.

All work performed by Contractor shall meet with the approval and acceptance of the City. There shall be periodic meetings on site with the Supervisor and the City to determine the progress of work, quality of work and to identify areas needing attention. Any specific problem area not meeting the satisfaction of the City shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until the condition is corrected to City's satisfaction.

Full compensation for conforming to the requirements of this provision shall be considered included in the contract prices paid for the various items of work and no additional compensation shall be allowed therefore.

4.06.4 Scheduling:

The Contractor shall conduct all work operations in accordance with a schedule provided to the City by the Contractor as specified herein. At least one week prior to the end of each month, the Contractor shall furnish to the City for prior approval a Schedule of Work showing planned work for the upcoming month.

The Schedule of Work shall be required for all Janitorial Services described in the Request for Proposal document. All changes to the Schedule of Work must be approved in advance by the City. Should the Contractor discontinue work for any reason, the City shall be immediately notified.

During the course of work the Contractor shall advise the City immediately of any problems or issues.

4.06.5 Coordination of Activities:

Contractor shall coordinate work with the City to prevent conflict with City programs.

4.06.6 Inspections:

Representatives of the City will perform inspections of Contractor's work at random times (random inspections), with any deficiencies being noted.

Contractor shall correct any deficiency as a result of an inspection. Said deficiencies shall be noted in writing (Deficiency Notice) by City and presented to Contractor for remedy. The City shall cause the correction of deficiencies noted if Contractor fails to correct the noted deficiencies within the timeframes as stated. All costs incurred by the City including labor, materials, mileage and fringe benefits shall be deducted from future payment(s) to the Contractor.

Contractor shall not be paid for janitorial services when not provided. This shall be for those janitorial services that have not been provided by Contractor and are not corrected by the City. Using the Contractor's Proposal Form, the cost for not providing services shall be determined on

a percentage of the item cost per month for the area(s) that contracted janitorial services have not been provided.

4.06.7 Invoicing:

Billing cycle will be monthly. At end of each month that work is performed, Contractor shall submit an invoice detailing all work performed for that month and accepted by the City. Said invoice shall be submitted to City for payment within one (1) week of the last day of the month that work was performed. Upon acceptance by City said invoice shall be promptly processed for payment. All payments will be made within 30 days and are approved by the Rolling Hills City Council prior to issuance.

Contractor shall create an itemized billing format (invoice) as approved by City. Said billing format shall include without limitation: Date of invoice, date(s) of service and invoice number.

4.06.8 Public Relations:

Contractor shall maintain good public relations at all times. All work shall be conducted in a manner, which will cause the least possible interference or annoyance to the public. Contractor's personnel are representatives of the City and as such shall conduct themselves in a courteous manner being helpful, responsive and understanding to the public.

4.06.9 Provision for Extra Work:

Extra work is that work requested of Contractor by the City that would be in addition to the services required of the contractor under this Contract.

The City shall pay for all additional work. All extra work shall be billed monthly on an invoice separate from the monthly base service billing.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the City.

The Contractor shall obtain written approval from the City prior to proceeding with any extra work except for emergency work. Contractor shall submit a written proposal to the City when extra work is required or requested by the City. The City reserves the right to have any extra work completed by other contractors or City forces.

4.06.10 Safety Requirements:

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, City and Contractor's employees and where applicable, comply with all safety standards required by CAL-OSHA and other City, County, State or Federal standards. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed

or reported relative to the performance on the work under this contract. Contractor shall provide all employees providing services under the Contract all safety equipment as needed to provide said janitorial services including but not limited to gloves, masks, goggles, etc.

The Contractor shall be solely and completely responsible for conditions they create at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act (Cal-OSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed.

No provision of the Contract Documents shall act to make the City or any other party than the Contractor responsible for safety. The City shall not have authority for safety related to Contractor providing janitorial services. The Contractor shall indemnity, defend and hold harmless the City, or other authorized representatives of the City, from and against any and all actions, damages, fines, suits and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. In addition, the Contractor must promptly report in writing to the City all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the project site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

4.06.11 Hazardous Conditions:

The Contractor shall maintain all work areas clean and free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the City.

Contractor acknowledges that Contractor is aware of and in compliance with the provisions of the Hazard Communication Standards (California Administrative Code, Title 8, Section 4194). Contractor shall, at the request of the City, demonstrate that Contractor is in complete compliance with the Hazard Communication Standards.

Material Safety Data Sheet (MSDS) must be maintained by the Contractor as required by law.

4.06.12 Protection and Preservation of Property:

The Contractor will be held responsible for the preservation of all public and private property including without limitation furniture, flooring, walls, partitions, office equipment, doors, windows, signs and appliances within and adjacent to the work being done. Contractor shall be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of their operation. Whenever, in the opinion of the City, a situation exists in which the Contractor has been notified and has not taken sufficient precaution for the safety / protection of individuals, public or private property, the City shall then take steps to correct the situation. Contractor shall reimburse the City for all labor and material costs associated with making necessary protective measures.

4.06.13 Equipment / Vehicles:

Contractor shall at all times be required to have sufficient and appropriate equipment, vehicles and tools to perform all required and described services in a timely manner. All equipment used shall be kept in safe working order, neat and clean in appearance. A representative of the City shall judge the condition of equipment and / or vehicle used. Any piece of equipment or tool judged by the City to be unsafe or not in conformance to this provision shall be removed from the work site and replaced immediately. Repair and/or servicing of said equipment, and tools shall not be performed by Contractor's staff assigned to this Contract.

4.06.14 Materials and Supplies Provided by Contractor:

All supplies required to carry out the cleaning operations within the scope of this contract shall be provided by the Contractor. Contractor at their own cost and expense shall inventory, furnish, deliver, unload and stock all necessary, supplies, materials including but not limited to paper towels, toilet tissue, toilet seat covers, hand soaps, cleaning materials and cleaning supplies of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of janitorial cleaning services as determined by the City. These items must be approved by the City and once approved cannot be changed without prior approval of the City. Contractor shall supply recycled paper products as directed and approved by the City. All supplies required to carry out the cleaning operations within the scope of this contract shall meet the standards of the Federal Occupational Safety and Health Act. The Contractor shall submit a written list of all supplies with attached Material Safety Data Sheets (MSDS) to the City. Adequate quantities of properly labeled supplies (minimum one week inventory) must be on hand to perform cleaning operations at all times.

4.06.15 Facility Out of Use:

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, repair and/or renovation the City may declare, for the purpose of maintenance, that a condition exists that requires a building or facility (or portion thereof) to be deemed out of use. In such event, Contractor shall not be compensated when out of use during that period of time that Contractor does not provide any cleaning services. If a portion of any building or facility is partially declared out of use, City and Contractor shall determine the cost of providing limited cleaning services to a partially out of use City Hall.

Notwithstanding any provisions contained elsewhere in these Contract Documents, the City reserves the right to perform any janitorial cleaning services it deems advisable, including normal cleaning services contemplated by this contract, with its own labor and equipment and/or through a third party.

4.06.16 City May Provide Protection:

Whenever, in the opinion of the City, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of City property or adjacent structures or property which may be injured / damaged by process of the work on account of the operations under the Contract, then and in that event the City may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City, may seem reasonable and necessary. Contractor shall reimburse City for all associated expenses incurred.

4.06.17 Noise Control:

Contractor shall make every effort to control any undue noise resulting from services provided.

4.06.18 Disposal of Debris:

The Contractor shall promptly dispose of all debris accumulated as a result of cleaning services. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's proposal price. City will provide trash collection bins at no cost to Contractor at City Hall. Contractor shall participate in recycling and e-waste programs as directed by City at no additional cost to City.

4.06.19 Parking of Contractor's Employees Vehicles:

Parking within the City of Contractor's employee's vehicles shall be kept to a minimum and is only permitted in the City Hall Campus parking lot when performing services.

4.06.20 Air Pollution Control:

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract and shall not discharge dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

4.06.21 Security:

The Contractor shall be responsible for securing work areas that janitorial services are provided to prevent the theft and vandalism in City Hall and of related equipment and materials. Securing of work areas shall include setting security alarms, closing and locking exterior doors and verifying window closures. All lights should be off, AC/Heater should be off an all exterior doors and windows shall be closed and locked upon completion of cleaning operations in the area.

Contractor shall be responsible for use of all keys issued to them. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession.

Employees of Contractor shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, computer, printers, radio or television set, or tamper with other personal or City property.

All staff provided by the Contractor shall be subject to a background check performed by Contractor, prior to final acceptance by City for performing janitorial services under this contract. The written results of this check must be provided to City before the employee or subcontractor starts to work, unless otherwise agreed to by the City in writing. Any prospective employee or subcontractor convicted of a felony or any type of misdemeanor involving money, fraud, deceit or untruthfulness within ten (10) years prior to their proposed start date will not be allowed to perform janitorial services to the City.

4.06.22 City Issued Keys:

Contractor shall be responsible for all keys, tools, etc. (equipment) as may be issued by the City.

Contractor's employee(s) may be issued keys to City Hall that shall be returned to City when said employee(s) are no longer employed by Contractor or providing janitorial services to the City. Contractor shall not re-issue keys to Contractor's employees.

The City shall deduct from Contractor's payment the cost of replacing lost or repairing damaged City issued equipment. In the case of lost keys the Contractor shall reimburse the City the cost of re-keying the affected locks.

5.0 CLEANING STANDARDS FOR CITY HALL, SURROUNDING WALKWAYS AND RECYCLING / TRASH ENCLOSURE AREAS.

5.01 Entrances, Corridors & Common Areas:

Mats and Carpet: Shall be kept free of spots, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust soil and cleaner residue.

<u>Glass, Metal and Wooden Surfaces:</u> Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and HVAC registers/vents.

<u>Corners/Thresholds:</u> Shall be free of dust, dried soil, curd, finish build-up, spider webs and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried-slurry.

Floors: Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

<u>Walls and Fixtures:</u> Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

5.02 Office, Workroom, Restrooms and Kitchenette Areas:

<u>Special Note</u>: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the City. The Contract Administrator shall closely monitor sanitation levels.

<u>Dispensers</u>: Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with the proper expendable supply item.

<u>Hardware</u>: Shall be free of dust, soil, bacteria and scale without causing damage. Brightwork shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

<u>Sinks</u>: Shall be free of dust, bacteria and soil without causing damage. They shall appear visibly and uniformly clean, and polished dry. This shall include the elimination of polish residue.

<u>Mirrors</u>: Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free and uniformly clean.

<u>Toilets and Urinals</u>: Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

<u>Partitions</u>: Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished dry. This shall include the elimination of streaks and film and cleaner residue.

<u>Walls and Doors</u>: Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots; and metal kick-plates, handles and push plates on door shall also be polished-dry.

<u>Air Vents</u>: Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

<u>Light Fixtures</u>: Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak -free and uniformly clean.

<u>Furniture and Equipment</u>: Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

<u>Telephones</u>: Shall be free of dust. They shall appear visibly and uniformly clean and polished-dry.

Walls and Doors: Shall be free of dust, dried soil, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

<u>Waste Containers</u>: Contents shall be removed from waste containers and can liners replaced as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Floors, Carpet and Baseboards: Shall be free of dust, dried soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors, carpets shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

<u>Kitchenette</u>: Shall be free of dust and soil without causing damage. Wall by the trash container and around the sink shall be cleaned weekly. This shall include the elimination of streaks and film and cleaner residue.

Coffeemakers shall be rinsed and cleaned.

Microwave shall be cleaned inside and out.

<u>Trash</u> contents shall be removed from trash container and liners replaced as required. Inside and outside of the container shall be cleaned and disinfected. Container shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

<u>Sink and sink fixtures</u> shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Refrigerator: shall be cleaned inside and out.

5.03 Miscellaneous:

<u>Air Vents</u>: Shall be free of dust and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

<u>Light Fixtures</u>: Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean. Light bulbs to be replaced when needed.

<u>Window Shutters</u>: Window shutters shall be cleaned by dusting and/or wiping with damp cloth and shall be kept free of dust, dried soil, soil, gum, spots, stains and debris.

<u>Disinfecting</u>: Using a disinfectant spray, handrails, door handles, telephones, light switches and restroom plumbing fixtures located at City Hall shall be treated by Contractor as directed by City.

<u>Ceilings</u>: Shall be kept free of dust, dried soil and cobwebs. They shall appear visibly and uniformly clean.

<u>Wall Clocks</u>: Shall be adjusted the Friday before the Daylight Savings Time begins and again when the Daylight Savings Time ends.

THE CITY OF ROLLING HILLS CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL FACILITY

COST PROPOSAL FORM PLEASE PUT IN A SEPARATE ENVELOPE MARKED "COST PROPOSAL"

NAME OF COMPANY:	
CONTACT NAME:	
ADDRESS:	·
PHONE/FAX:	
E-MAIL:	

In compliance with the RFP, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as **CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL FACILITY** in accordance with the specifications and requirements in the Contract Documents at the following prices:

ROLLING HILLS CITY HALL	WEEKLY RATE	ONCE A YEAR SPECIAL CLEANUP RATE	HOURLY RATE
Rolling Hills City Hall building and surrounding area weekly services inclusive of all supplies and materials as specified in Exhibit A	\$		
Rolling Hills City Hall building and surrounding area annual services (carpet cleaning, wash windows and doors inside and out) including of all supplies and materials as specified in Exhibit A		\$	
Related Janitorial Services, on Call and Emergency services as specified in Exhibit A			\$

INFORMATION REQUIRED OF CONTRACTOR

The Contractor is required to supply the following information: (Additional sheets may be attached if necessary.)

1)	Address:
2)	Telephone & Email:
3)	Type of firm – Individual, Partnership, or Corporation:
4)	Corporation organized under the laws of the State of
5)	Contractor's license number and class:
6)	List the names and addresses of all members of the firm or names and titles of all officers of the corporation:
7)	Number of years experience as a contractor in janitorial work
8)	Contractor shall be properly licensed in accordance with Business and Professional Code Section 7028 at the time of the Business and Professional

Code shall be considered non-responsive and his RFP shall be rejected.

EXHIBIT A

CUSTODIAL WORK SPECIFICATIONS / FREQUENCY SCHEDULES BASIC WEEKLY SERVICES FOR CITY HALL AND COUNCIL CHAMBER

EVERY WEEK:

Council Chamber:

- 1. Wipe and soft rag buff tables, shelve underneath the table and all chairs.
- 2. Dust lighting fixtures.
- 3. Remove spider webs.
- 4. Clean and disinfect wall light switches and door handles.
- 5. Vacuum upholstery.
- 6. Vacuum carpeted floor.

Five (5) Offices, Lobby, Hallways and Workroom:

- 1. Wipe and soft rag buff the public counter, tables, desks, doors and picture frames. Use non-abrasive cleanser and damp rag on Formica counter.
- 2. Clean and rag buff the front doors and the door by the counter.
- 3. Clean and sanitize all doorknobs and wall switches.
- 4. Empty all desk and area trash and recyclable containers.
- 5. Wash out trash receptacles at least once per week.
- 6. Empty both shredders.
- 7. Sweep all floors with chemically treated dust mops or vacuums. This is to include behind couch, under tables and chairs.
- 8. Vacuum and clean all carpeted floors
- 9. Vacuum upholstery.
- 10. Remove spider webs.
- 11. Dusting to include wall frames, window corners, partitions, tables, desks, telephones, filing cabinets, baseboards and all office furniture.
- 12. Clean and disinfect the sink and sink fixture.
- 13. Refill Z-type paper towel holder by the sink.
- 14. Do not dump cleaning materials and dirty mop water down kitchen sink.
- 15. Deposit all wastes in designated exterior dumpsites.
- 16. Secure all exterior and interior doors and windows.
- 17. Turn OFF all lights and AC/Heater but security night lighting.
- 18. Turn ON alarm before leaving.

Hallway and Storage Closets:

- 1. Maintain janitorial section of the closets and storage areas in a clean and orderly manner.
- 2. Wipe and dry refrigerator inside and out.
- 3. Wet mop and disinfect vinyl floors, and spot clean carpet adjacent thereto.

Two (2) Restrooms:

- 1. Wipe and soft rag buff stall partitions, doors, doorframes, bathroom fixtures, wall switches and sanitize door handles.
- 2. Clean and disinfect floor drains, sinks, toilets, urinals, toilet seats both sides, and exterior surfaces of the above units together with their exposed piping.
- 3. Clean and polish all mirrors, metal frames, fixtures, faucets and containers. This shall include the elimination of streaks and film and cleaner residue.
- 4. Clean all ceramic tile walls.
- 5. Replace urinal blocks and air fresheners as needed.
- 6. Clean all ceiling or wall vents of dust, grime and build-up.
- 7. Refill all consumable product containers: toilet tissue, paper towels, toilet seat covers and soap.
- 8. Empty all waste containers and replace liners, wash and sanitize trash containers.
- 9. Clean and wax all floors.

Kitchenette and coffee area:

- 1. Empty, wash, disinfect trash container and replace trash liner.
- 2. Clean and wipe walls around sink area.
- 3. Wash counter top and sink using cleanser in sink to remove stains. This shall include the elimination of streaks and film and cleaner residue.
- 4. Clean and wipe dry coffeemakers.
- 5. Leave all machines plugged in and in off position as left by the staff.
- 6. Clean and wipe wall next to trash container and clean and wipe cabinets.
- 7. Wet mop and disinfect vinyl floor and spot clean carpet adjacent thereto.
- 8. Remove and dispose of all food or beverages left out on the counter.
- 9. Sweep and mop kitchen floor.

<u>Special Note:</u> In no case shall any paper, books, documents, equipment, materials in storage boxes on the floor be touched, moved or displaced.

Exterior work, Trash Area and Recycling Center:

- 1. Sweep patios, entries and walkways and keep recycling center area free of litter.
- 2. Sweep concrete entries to City Hall and Council Chamber.
- 3. Mop or clean spillage from all floors, bare concrete, vinyl tile, or concrete.

Twice a year: All wall clocks in City Hall shall be adjusted to reflect the spring and fall time savings change. The clock's batteries must be replaced once a year in the Fall.

Annually For All Areas: (week before Thanksgiving):

- 1. Wash all windows and doors in and out.
- 2. Wash, wax and polish all floors.
- 3. Wash glass sliding doors in the lobby.
- 4. Wash and polish lighting fixtures inside and outside the building.
- 5. Vacuum or wash all heating and air conditioning vents.
- 6. Dust and clean shutters and vacuum curtains.

7. Remove spider webs from all corners.

ANNUALLY IN THE COUNCIL CHAMBER

- 1. Move tables and chairs and setup for the Annual Holiday Open House (the second Friday in December)
- 2. Move back tables and chairs to regular meeting setup after the Holiday Open House (second Monday in December after 9:30 PM). Must be done that night.
- 3. Shampoo all carpeted areas (the third Friday in December)

DISPOSAL OF DEBRIS:

The Contractor shall promptly dispose of all debris accumulated as a result of cleaning services. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's proposal price. City will provide trash collection bins at no cost to Contractor at City Hall. Contractor shall participate in recycling and e-waste programs as directed by City at no additional cost to City.

Public:REQUEST FOR PROPOSALS:Janitorial Services:Custodial Services RFQ 2016.docx

THE CITY OF ROLLING HILLS CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL FACILITY

COST PROPOSAL FORM PLEASE PUT IN A SEPARATE ENVELOPE MARKED "COST PROPOSAL"

NAME OF COMPANY EXECUTIVE - SHITE SERVICE, INC
CONTACT NAME WALTER N. PRINCE, PRESIDENT
ADDRESS: 18025 PARTHENIA ST, STE 200, NORTHAIDEE, Ca 91325
PHONE/FAX: 818 993-4300 818 993-0194
E-MAIL: EXECUMPESOCAL. Fr. COM.

In compliance with the RFP, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as CUSTODIAL SERVICES FOR THE CITY OF ROLLING HILLS CITY HALL FACILITY in accordance with the specifications and requirements in the Contract Documents at the following prices:

ROLLING HILLS CITY HALL	WEEKLY RATE	ONCE A YEAR SPECIAL CLEANUP RATE	HOURLY RATE
Roiling Hills City Hall building and surrounding area weekly services inclusive of all supplies and materials as specified in Exhibit A	\$ 982		
Rolling Hills City Hall building and surrounding area annual services (carpet cleaning, wash windows and doors inside and out) including of all supplies and materials as specified in Exhibit A		s_475°=	
Related Janitorial Services, on Call and Emergency services as specified in Exhibit A			\$ 22 =

RFP City of Rolling Wills

To our valued clients.

Our current global climate has created an unprecedented atmosphere - one that is full of questions and concerns. Ellis has been approached by numerous clients searching for professional direction on cleaning and disinfecting their facilities. While there is no CDC or CDPH-approved clearance sampling protocol for testing following decontamination of surfaces impacted by the COVID-19 virus, the attached work plan has been effective in reducing overall surface bacteria and biological contaminants. We offer it here for your use without charge or warranty.

This method IS labor intensive and intended for use by an experienced abatement contractor with a trained crew. Its success will depend on constant professional oversight and direction by a 3rd party consultant to ensure the labor is performed thoroughly, carefully, and as designed.

Best regards,

Ellis Professional Staff

Ellis Successfully Administers Disinfecting Efforts for Two Local Credit Union Branches Following a Positive Employee Test for COVID-19

Ellis has just completed successful administration of its second decontamination/disinfecting project in an occupied office (bank) environment. In both of these cases, the branches were both temporary closed following an employee testing positive for COVID-19.

In the interest of health and safety, both clients elected to pursue an active branch cleaning effort – one that would provide their occupants with scientific documentation that a facility disinfection was monitored and performed by licensed professionals.

An abatement contractor was retained to do a Level III Covid-19 Cleaning (Confirmed Exposure) which includes:

- Cleaning of "touch points" throughout the designated areas. Touch points are those areas
 where building occupants commonly place their hands; i.e. door knobs/handles, door push
 plates, chairs, rails, elevator rails/operating panels, vending machine buttons, telephones,
 keyboards and mouse, desks, counter tops, trash bins, drawers, pen holders, light switches,
 printers, computer buttons, kitchen and break room tables, restroom facilities, flush handles,
 soap dispensers, faucet controls, paper towel dispensers, toilet seats, etc.
- An approved disinfectant, Decon 30, was applied to all "touch points" in the designated cleaning areas. The manufacture recommended "dwell time" of 10 minutes was used prior to wiping of the surfaces. After the appropriate dwell time, disposable cloths were used to wipe the surfaces. Each cloth was used only once and placed in biohazard bags for appropriated disposal.
- Non-porous floors were cleaned using Decon 30 and wiped down with cloths. Carpet was disinfected and HEPA vacuumed.
- Furniture and upholstery was treated with Decon 30 and wiped down with a cloth.
- All paper products (toilet paper, business cards, paper towels, deposit envelopes, ETC) were removed from the designated areas and disposed as biohazard waste.
- A mobile Ultra-violet light (Spectra 1000 UV Disinfection System) was used to treat each location for a period of 10 minutes.
- At the completion of the disinfecting efforts, Ellis collected swab samples from cleaned "touch
 points" and submitted samples to an AIHA accredited laboratory in Denver, CO. Post-abatement
 swab samples were collected and analyzed for bacterial/ fungal agents as surrogates to measure
 the effectiveness of the cleaning and disinfecting protocol.

Ellis monitored and directed each step of the disinfection efforts, and provided surface testing upon project completion. Each client received an Ellis generated monitoring report, which included photo documentation, and tabulated laboratory results from an AIHA accredited laboratory.

General Work Plan Reducing Non-Specific Biological Surface Contaminants

BACKGROUND

<u>Description of Hazard</u>: Office spaces have the potential to house a large number of *potential* biological surface contaminants. Cluttered desk areas, food, and the hygiene of occupants all contribute to this potential. While general housekeeping operations help to reduce this potential, a more thorough disinfecting process, performed by a licensed cleaning contractor and combined with constant profession guidance and inspections, can further reduce the presence of surface contaminants and biological hazards.

<u>Type of Hazard</u>: Recognized biohazard; possible bacterial or viral infection, particularly in immuno-compromised individuals.

<u>Modes of Transmission</u>: Potential physical contact with contaminated persons and/or surfaces; particularly where persons touch contaminated surfaces and touch their eyes, nose, or mouth.

<u>Routes of Entry</u>: Entry *may* occur with contact with mucous membranes (eyes, nose and mouth).

HAZARD CONTROL - SUMMARY

Workplace activities involving infectious or biological agents require containment so that workers, the immediate work environment, and the community including those outside the immediate workplace are protected or shielded from exposure.

This is achieved through (1) engineering controls, (2) good work practices, (3) appropriate safety equipment, and (4) constant monitoring, guidance and inspection by an independent 3rd-party industrial hygiene firm

ENGINEERING CONTROLS

The following engineering controls, when combined with proper worker training and work methods, will help insure that any potential biological hazards are contained within the work area.

- 1. Establish regulated area with signs and barrier tape. Signs shall conform to CDC/NIH guidelines (Biosafety Level 2).
- 2. Seal all penetrations into the work area with two layers of 6-mil poly sheeting and tape ("critical barriers").
- 3. Ensure that HVAC system is either (a) shut down or (b) isolated by installing 2 layers of poly sheeting at all supply and return vents.

- 4. Install sufficient HEPA negative air filtration at one end of the work area to insure a constant and visible flow of air into the work area. Place exhaust points facing upward and 10 feet above the nearest ground surface.
- 5. Install a 3-stage wash station (Decon Unit) at entrance to work area. Maintain an adequate supply of disinfectant soap and warm water inside decon unit. Insure that all workers completely clean and disinfect hair, face, and other exposed skin prior to exiting the work area.
- 6. If space is available, install a separate wash station and waste decon unit. This unit will be a single large chamber suitable for cleaning exterior surfaces of packaged waste prior to removal. Maintain a clean wash down area in front of this waste decon unit. Have disposable layers of 6 mil poly, mops, rags and disinfectant solution at hand.
- 7. Prior to actual work start, request an independent inspection of engineering controls by the IH monitor.

PERSONAL PROTECTION

The following personal protective equipment (PPE), when combined with proper worker training, supervision and 3rd party guidance, will help to maintain a safe working environment for employees performing initial cleaning activities.

- 1. Respirators. Full-face (recommended) or ½ face APR with eye protection (mandatory). Organic/HEPA filters.
- 2. Clothing. Tyvek or similar non-permeable, non-breathing protective coveralls. Insure that workers remove all street clothing prior to donning protective suit.
- 3. Headwear. Cover all hair with disposable, non-vented shower cap or similar. Do not allow exposed hair inside the work area.
- 4. Eye protection. In lieu of a full faced APR, goggles shall be required inside the work area at all times. Thoroughly clean and disinfect eyewear as part of the decontamination process.
- 5. Footwear. Calf length, standard black irrigation boots with outer impermeable lining. Thoroughly clean and disinfect eyewear as part of the decontamination process.
- 6. Hand protection. 4-mil (min.) disposable "gauntlet"-type poly gloves, taped and sealed to Tyvek suit at forearm.
- 7. All workers shall immediately report any breaches to PPE (or any potential exposures) to their foreman or supervisor/competent person.
- 8. Workers must be trained on the hazards of the chemical agents used in the cleaning/disinfection process in accordance with OSHA's Hazard Communication standard (29 CFR 1910.1200)
- 9. All persons performing cleaning activities, and their employers, must comply with OSHA's standards on Bloodborne Pathogens (29 CFR 1910.1030) including disposal of regulated waste, and PPE (29 CFR 1910.132)

TOOLS AND EQUIPMENT

1. Airless mister capable of 2,000 psi at point of release.

- 2. Sufficient disposable mop heads.
- 3. Sufficient disposable cloth rags.
- 4. Cutting tools. Provide initial safety training in the use of sharp equipment. Decontaminate all cutting tools at end of project.
- 5. Prepare a solution of 1 part 3-5% chlorine bleach and 1 part low suds, anti-bacterial detergent mixed with 4 parts water. Test initial concentration of bleach/detergent as project progresses. Reduce the amount of bleach if complaints of irritated eyes or skin persist. DO NOT mix bleach with ammonia or any other cleanser.
- 6. If bleach is not appropriate for some surfaces, disinfecting agents with EPA-approved emerging viral pathogen claims may be used with prior approval.
- 7. 4 mil-poly sheeting and tape for double-wrapping, packaging, and disposal of contaminated items. 6-mil poly bags may be used to contain smaller items.

WORK METHODS

- 1. Provide an enclosed area adjacent to decontamination unit for workers to remove street clothing and don personal protective equipment.
- 2. All workers shall enter and exit work area through a single decontamination unit, located as far as possible from public access.
- 3. For visibly dirty surfaces, perform initial cleaning activities prior to further disinfecting surfaces. Cleaning should be performed using approved detergents and chemical agents listed in the "Tools and Equipment" section of this document.
- 4. Immediately transfer used cleaning rags/mops/towels to 6-mil poly waste bags. "Goose necking" and sealing bags with standard duct tape prior to moving waste to the wash down location in front of the waste decon unit.
- 5. Wash down station. Spray wrapped/bagged materials and other items with bleach/disinfectant solution. Prior to removing from the work area, wrap waste again in another new 6-mil poly waste bag. Tape all seams with standard duct tape. Move the wrapped waste into the decon chamber. Immediately mop or wipe down the floor of the wash down station, and/or replace temporary floor sheeting as required. Keep this area clean at all times.
- 6. Inside the waste decon chamber, 2 workers will wipe down containerized waste with clean rags that have been dampened (but not soaked) in bleach/disinfectant solution. Bag soiled rags as they accumulate. Dispose of these materials along with other rags/mops/towels used in the cleaning and disinfecting process.
- 7. Move containerized waste out of decon unit and immediately transport the waste to a designated container.
- 8. If clothing or other similar items are identified in the work area, gently gather and place in 6-mil poly waste bags labeled with a "launder" or similar label. Do not shake these items prior to containerization. Launder according to manufacturer instructions on the warmest appropriate water settings for the items; dry completely.

WORKER DECONTAMINATION. Perform the following under the constant supervision of an independent 3rd party IH

- 1. Maintain a clean wash down station next to the inner (3rd) chamber of the decon unit. It is here that workers will first clean and remove their protective rubber boots. Step into the 3rd (inner) decon chamber.
- 2. Remove Tyvek suit, gloves and other PPE inside the 3rd chamber. After removal, roll up each article of clothing so that any soiled surfaces are to the center. Place removed garments in a 6 mil poly waste bag adjacent to the inner chamber. Dispose of soiled PPE along with containerized waste.
- 3. Still wearing respirator, move to 2nd (middle) chamber. Clean all body surfaces (including hair) and respirator surfaces with antibacterial soap and warm water. Take extra time to clean any skin that may have been accidentally exposed while in the work area.
- 4. Move to the first (outer) chamber. Remove and re-clean respirator thoroughly. Dry body and hair thoroughly with disposable towels. Place wet towels in 6 mil bag for disposal with containerized waste.
- 5. Move into outer changing area and don street clothes.

WASTE DISPOSAL

- 1. Maintain a dumpster adjacent to work area and as close as possible to the waste decon unit.
- 2. Insure that all waste is completely wrapped and decontaminated prior to transport through the building, as outside workers will not be wearing personal protective equipment.
- 3. Keep dumpster locked whenever it is not in use.
- 4. Coordinate transport and disposal to approved landfill (if necessary) with EH&S and Facilities Department. If material will be disposed of as normal construction waste, insure that the landfill is informed of the nature of the waste.

RE-ESTABLISHMENT OF THE WORK AREA

- 1. Prior to removing engineering controls, wipe down all remaining surfaces (walls, floors and other permanent items) with bleach/disinfectant solution. Dry with clean rags.
- 2. Call for inspection by the 3^{rd} party IH.
- 3. Maintain and operate the negative filtration system for a minimum of 24 hours following completion of cleaning operations but before removing critical barriers and returning the HVAC system to normal service.
- 4. During this 24 hour period, the Owner's representative will perform surface sampling inside the work area with a swab sampling kit. Samples will be analyzed for *general biological contaminants* / bacteria (present or absent).

- 5. Disconnect and remove negative filtration units at end of 24 hour settling period. Maintain critical barriers in place until results from clearance sampling have been received, usually 1 to 2 days.
- 6. Following a final inspection by the 3rd party IH, remove remaining critical barriers and signs. Make a final inspection of the work area for damage and or remaining soiled items.



430 Silver Spur Road, Suite 201 Rancho Palos Verdes, CA 90275

Tel: (310) 544 1837 Fax: (310) 544 2167 Fax: (310) 544 2167

Memo

To: Ms. Meredith Elguira <u>melguira@cityofrh.net</u>

Director, Planning & Community Services

City of Rolling Hills Estates

cc: Elaine Jeng – City Manager ejeng@cityofrh.net

VIA: email

proposal file (3995)

From: Duane Behrens

Ellis Environmental Management, Inc.

Phone: (310) 544 1837

Email: duanebehrens@ellisenvironmental.com

Date: April 13, 2020

RE: Monitoring & Clearances – Surface Bacteria Cleanup

City Hall

2 Portuguese Bend Road, Rolling Hills Estates, CA 90274

Hi, Meredith. Costs associated with monitoring and clearance sampling during and after surface bacteria cleanup at the subject site are listed below. This is based on contractor performance, but recently ATI was able to clean an approximate 10,000 sq ft office space in a single shift. Costs include travel, administrative, and laboratory analysis.

Base Scope

Site services – site technician: Per shift costs: \$680/shift	\$	680.00
·	Φ	
Chain-of-custody, travel – site technician – 1 hr @ \$85/hr	3	85.00
Overnight shipping charges to lab	\$	150.00
Analysis – surface bacteria swabs, 48-hr TAT (includes shipping) 16 @ \$30/ea	\$	480.00
Drawing, Drafter, 2 hrs @ \$75/hr	\$	150.00
Tables, Project Engineer, 1 hr @ \$85/hr	\$	85.00
Draft report, IH Tech, 1 hr @ \$85/hr	\$	85.00
Final report, Project Manager, 1 hr @ \$120/hr	\$	120.00
Total Estimated	\$	1,835.00
Add Alternate (Monitoring/Clearance if Initial Samples Fail)		
Site services – site technician: 1/2 weekday shift @ \$680/shift	\$	340.00
Chain-of-custody, lab drop, travel – site technician – 1 hr @ \$85/hr	\$	85.00
Analysis – surface bacteria swabs, 48-hr TAT (includes shipping) 9 @ \$30/ea	\$	270.00
Total Estimated	\$	695.00

The above is only an estimate. Whether more or less than the total shown, you will be invoiced only for those services actually provided.

www.ellisenvironmental.com



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A Mtg. Date: 07/13/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: **DELIA ARANDA,**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT:

FIRE FUEL ABATEMENT ENFORCEMENT CASES QUARTERLY

REPORT FOR THE SECOND QUARTER OF 2020 (APRIL 1 THROUGH

JUNE 30).

DATE: July 13, 2020

BACKGROUND:

The Code Enforcement division provides quarterly updates on code enforcement cases and fuel abatement cases which consist of active and closed cases. The attachments show active and closed cases consisting mainly of unpermitted work, dead vegetation and code violation complaints from neighbors.

DISCUSSION:

In the second quarter of 2020 (April 1, 2020 through June 30, 2020), one (1) new fire fuel abatement violations case was opened and two (2) new complaints unrelated to fire fuel abatement violations were received and opened. During that same period, two (2) fire fuel abatement violations reported in the previous quarters and 12 non-fire fuel abatement violations cases were closed.

Moving forward, the Code Enforcement Division will be using the IworQ software to track code cases and generate reports. Staff started to transition to the new permit tracking system in the month of June. Staff is currently being trained on the system while at the same time inputting information of active open cases to start tracking them from there. Quarterly updates will be generated from this program starting third quarter of 2020.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Receive and file as presented.

ATTACHMENTS:

Item 10A Attach Open Code Cases 2020 Alphabetical.pdf

Item 10A_ Attach Open Code Cases 2020 Chronological-1.pdf Item 10A_ Attach Closed Code Cases 2020 Chronological.pdf Item 10A_ Attach Closed Code Cases 2020 Alphabetical.pdf

0	Rovd Date	No.	Street	inquiry/Com plaint/issue	Category	Status	Date Resolved	Comments
44	3/11/2020	1	Appaloosa Lane	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
73	6/18/2018	3	Appaloosa Lane	Dead vegetation	Vegetation	Open		Sent property owner a letter of dead vegetation and is addressing the violation.
74	3/11/2020	12	Bowie Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
83	8/1/2017	8	Bowie Road	Concrete work and possibly	Permits	Open		Sent property owner a letter of non compliance for permit As of 10/30/19, plans are with HOA waiting for Architect committee approval.
86	12/20/2019	5	Buggy Whip Drive	Unpermitted Structures	Permits	Open		Open
112	7/11/2019	21	Buggy Whip Drive	Foundation	Illegal Construction	Open		Property owner is clearing the trellis.
117	3/11/2020	20	Buggy Whip Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
118	2/6/2020	14	Buggy Whip Drive	Dead Tree	Vegetation	Open		Open
119	10/16/2019	12	Caballeros Road	Dead Tree	Vegetation	Open		Open
132	12/11/2019	6	Chuckwagon Road	Dead Vegetation	Vegetation	Open		Open
137	3/11/2020	19	Chuckwagon Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
138	3/11/2020	26	Cinchring Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
141	9/24/2619	16	Cinchring Road	Dead Vegetation	Vegetation	Open		Open
142	11/18/2019	7	Crest Road East	Dead Vegetation	Vegetation	Open		Open
145	3/11/2020	7	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
149	3/11/2020	18	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
150	3/11/2020	76	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
152	3/11/2020	32	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
159	2/26/2019	49	Eastfield Drive	Illegal conversion of stable to Rec.	Illegal Construction	Open		Property owner is in the process of obtaining permits.
160	3/11/2020	67	Eastfield Drive		Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
161	3/11/2020	73	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
162	3/11/2020	75	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
163	7/18/2019	40	Eastfield Drive	plans and permit. Unpermitted	Plans and permit	Open		Property Owner addressing the violation.
167	3/11/2020	12	Georgeff Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
172	4/18/2019	8	Georgeff Road	Maintenance	Property Maintenance	Open		Property owners are addressing all violations and keeping contact via email.
173	3/11/2020	8	Hackamore Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.

Ĭ	Rcvd Date	140.	Street	Inquiry/Com plaint/Issue	Category	Status	Date Resolved	Comments
176	12/11/2019	8	Hackamore Road	Permits	Permits	Open		Open
180	3/11/2020	10	Johns Canyon Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
181	3/11/2020	1	Lower Blackwater	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
182	3/11/2020	2	Canyon Road Lower Blackwater	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
183	3/11/2020	7	Canyon Road Lower Blackwater	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
185	3/11/2020	3	Canyon Road Middleridge Lane South	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
186	3/11/2020	9	Middleridge Lane South	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
187	3/11/2020	8	Morgan Lane	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
188	3/11/2020	7	Outrider Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
189	2/14/2018	6	Packsadole Road East	Dead Tree	Vegetation	Open	Enjin	Open
192	11/8/2019	1	Packsaddle Road West	Bright lights entry of driveway	Lighting	Open		Open
194	1/27/2020	3	Packsaddle Road West	Lighting	Lighting	Open		Open
195	1/27/2020	5	Packsaddle Road West	Lighting	Lighting	Open		Open
199	3/11/2020	2862	Palos Verdes Dr. N	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
200	3/11/2020	2900	Palos Verdes Dr. N	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
201	3/11/2020	2950	Palos Verdes Dr. N	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
202	3/11/2020	2958	Palos Verdes Dr. N	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
203	6/20/2018	2950	Palos Verdes Dr. N	Building buckling and slope failing	Health & Safety	Open		Property owner is moving forward with permits.
204	3/11/2020	2	Pheasant Lane	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
205	6/14/2019	•	Pine Tree Lane	Dead Tree	Vegetation	Open		Open
206	2/14/2018	8	Pine Tree Lane	Dead Tree	Vegetation	Open		Open
207	1/27/2020	1	Pinto Lane Road	Lighting	Lighting	Open		Open
208	1/27/2020	2	Pinto Lane Road	Lighting	Lighting	Open		Open
209	11/8/2019	1	Pinto Lane Road	Lighting on garage	Lighting	Open		Open
210	3/11/2020	11	Poppy Trail	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
211	8/12/2019	18	B Poppy Trail	Permits illegal Trenching/ret	Excavation/ Digging/	Open		Monitoring

J	Rcvd Date		Street	Inquiry/Com plaint/issue	Category	Status	Date Resolved	Comments
212	3/11/2020	16	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
213	3/11/2020	17	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
214	3/11/2020	18	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
215	3/11/2020	20	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
216	3/11/2020	25	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
217	3/11/2020	65	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
218	1/21/2020	66	Portuguese Bend Road	Dead Trees	Vegetation	Open		Open
219	1/21/2020	62	Portuguese Bend Road	Dead Trees	Vegetation	Open		Open
220	1/21/2020	53	Portuguese Bend Road	Dead Trees	Vegetation	Open		Open
221	1/21/2020	64	Portuguese Bend Road	Dead Trees	Vegetation	Open		Open
222	11/8/2019	73	Portuguese Bend Road	Gazebo lighting	Lighting	Open		Open
223	5/16/2019	67	Portuguese Bend Road	Foundation Construction	Illegal Construction	Open		Owner discussed with building department and safet
224	2/12/2019	34	Portuguese Bend Road	Tree branches down on	Vegetation	Open		Utility company evaluating.
225	3/11/2020	2	Quail Ridge Road North	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
226	3/11/2020	4	Ranchero Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
227	9/24/2019	4	Flanchero Road	Dead Vegetation	Vegetation	Open		Open
228	4/6/2020	8	Reata Road	Dead Vegetation	Vegetation	Open		Open
229	3/11/2020	1	Reata Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
230	3/11/2020	5	Reata Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
231	3/11/2020	5	Ringbit Road East	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
232	3/11/2020	6	Ringbit Road West	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
233	11/8/2019	1 or 2	Ringbit Road West	Bright lights entry of driveway	Lighting	Open		Open
234	4/20/2020	7	Roundup	Fence over 6 feet	Illegal construction	Open		Ореп
235	3/11/2020	6	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
246	3/11/2020	35	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
247	3/11/2020	50	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.

0	Rcvd Date	No.	Street	Inquiry/Com plaint/Issue	Category	Status	Date Resolved	Comments
248	3/11/2020	80	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
249	3/11/2020	86	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
250	3/11/2020	92	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
251	2/18/2020	35	Saddleback Road		Lighting	Open		Open
252	2/18/2020	48	Saddleback Road		Lighting	Ореп		Open
253	6/1/2019	77	Saddleback Road	Drainage	Drainage	Open		Monitoring
254	3/11/2020	1	Sagebrush	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
255	3/11/2020	10	Southfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
256	1/27/2020	19	Southfield Drive	Lighting	Lighting	Open		Open
257	11/8/2019	19	Southfield Drive	Bright lights entry of driveway	Lighting	Open		Open
258	6/14/2019	14	Upper Blackwater Canyon Road	Dead vegetation	Vegetation	Open		Open
259	2/26/2019	15	Upper Blackwater Canyon Road	Dead Trees	Vegetation	Open		Open.
260	3/11/2020	17	Wideloop	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
261	3/11/2020	3	Wrangler	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.

J	Rcvd Date	.10.	Street	Inquiry/Com plaint/Issue	Category	Status	Date Resolved	Comments
44	4/20/2020	7	Roundup	Fence over 6 feet	lllegal construction	Open		Open
73	4/6/2020	8	Reata Road	Dead Vegetation	Vegetation	Open		Open
74	3/11/2020	1	Appaloosa Lane	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
83	3/11/2020	12	Bowie Road	Expired Permits	Permits	Ореп		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
86	3/11/2020	20	Buggy Whip Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
112	3/11/2020	19	Chuckwagon Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
117	3/11/2020	26	Cinchring Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
118	3/11/2020	7	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
119	3/11/2020	18	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
132	3/11/2020	76	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
137	3/11/2020	32	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
138	3/11/2020	67	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
141	3/11/2020	73	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
142	3/11/2020	75	Eastfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
145	3/11/2020	12	Georgeff Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
149	3/11/2020	8	Hackamore Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
150	3/11/2020	10	Johns Canyon Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
152	3/11/2020		Lower Blackwater Canyon Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
159	3/11/2020		Lower Blackwater Canyon Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
160	3/11/2020	7	Lower Blackwater Canyon Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
161	3/11/2020	3	Middleridge Lane South	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
162	3/11/2020	9	Middleridge Lane South	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
163	3/11/2020	8	Morgan Lane	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
167	3/11/2020	7	Outrider Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
172	3/11/2020	2862	Palos Verdes Dr. N	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
173	3/11/2020	2900	Palos Verdes Dr. N	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.

U	Rovd Date	140.	Street	Inquiry/Com plaint/Issue	Category	Status	Date Resolved	Comments
176	3/11/2020	2950	Palos Verdes Dr. N	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
180	3/11/2020	2958	Palos Verdes Dr. N	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
181	3/11/2020	2	Pheasant Lane	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
182	3/11/2020	11	Poppy Trail	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
183	3/11/2020	16	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
185	3/11/2020	17	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
186	3/11/2020	18	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
187	3/11/2020	20	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
188	3/11/2020	25	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
189	3/11/2020	65	Portuguese Bend Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
192	3/11/2020	2	Quail Ridge Road North	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
194	3/11/2020	4	Ranchero Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
195	3/11/2020	1	Reata Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
199	3/11/2020	5	Reata Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
200	3/11/2020	5	Ringbit Road East	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
201	3/11/2020	6	Ringbit Road West	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
202	3/11/2020	6	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
203	3/11/2020	35	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
204	3/11/2020	50	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
205	3/11/2020	80	Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
206	3/11/2020	86	Saddleback Road	Expired Permits	Permits	Ореп		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
207	3/11/2020	93	2 Saddleback Road	Expired Permits	Permits	Open		A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
208	3/11/2020		1 Sagebrush	Expired Permits	Permits	Open		A list of expired permits were provided by Building ar Safety to the City of Rolling Hills.
209	3/11/2020	10	Southfield Drive	Expired Permits	Permits	Open		A list of expired permits were provided by Building ar Safety to the City of Rolling Hills.
210	3/11/2020	1'	7 Wideloop	Expired Permits	Permits	Open		A list of expired permits were provided by Building ar Safety to the City of Rolling Hills.
211	3/11/2020		3 Wrangler	Expired Permits	Permits	Open		A list of expired permits were provided by Building ar Safety to the City of Rolling Hills.

0	Rcvd Date	No.	Street	Inquiry/Com plaint/Issue	Category	Status	Date Resolved	Comments
212	2/18/2020	35	Saddleback Road		Lighting	Open		Open
213	2/18/2020	48	Saddleback Road		Lighting	Open		Open
214	2.6/2020	14	Buggy Whip Drive	Dead Tree	Vegetation	Open		Open
215	1/27/2020	3	Packsaddle Road West	Lighting	Lighting	Open		Open
216	1/27/2020	5	Packsaddle Road West	Lighting	Lighting	Open		Open
217	1/27/2020	1	Pinto Lane Road	Lighting	Lighting	Open		Open
218	1/27/2020	2	Pinto Lane Road	Lighting	Lighting	Open		Open
219	1/27/2020	19	Southfield Drive	Lighting	Lighting	Open		Open
220	1/21/2020	.66	Portuguese Bend Road	Dead Trees	Vegeration	Open		Open
221	1/21/2020	62	Portuguese Bend Road	Dead Trees	Vegetation	Open		Open .
222	1/21/2020	53	Portuguese Bend Road	Dead Trees	Vegetation	Open		Open
223	1/21/2020	64	Portuguese Bend Road	Dead Trees	Vegetation	Open		Open
224	12/20/2019	5	Buggy Whip Drive	Unpermitted Structures	Permits	Open		Open
225	12/11/2019	6	Chuckwagon Road	Dead Vegetation	Vegetation	Open		Open
226	12/11/2019	8	Hackamore Road	Permits	Permits	Open		Open
227	11/18/2019	7	Crest Road East	Dead Vegetation	Vegetation	Open		Open
228	11/8/2019	1	Packsaddle Road West	Bright lights entry of	Lighting	Open		Open
229	11/8/2019	1	Pinto Lane Road	driveway Lighting on garage	Lighting	Ореп		Open
230	11/8/2019	73	Portuguese Bend Road	Gazebo lighting	Lighting	Open		Open
231	11/8/2019	1 or 2	Ringbit Road West	Bright lights entry of	Lighting	Open		Open
232	11/8/2019	19	Southfield Drive	driveway Bright lights entry of driveway	Lighting	Open		Open
233	10/16/2019	12	Caballeros Road	Dead Tree	Vegetation	Open		Open
234	9.24/2019	16	Cinchring Road	Dead Vegetation	Vegetation	Open		Open
235	9/24/2019	4	Ranchero Road	Dead Vegetation	Vegetation	Open		Open
246	8/12/2019	18	Poppy Trail	Permits illegal Trenching/ret aining wall.	Excavation/ Digging/ Trenching	Open		Monitoring
247	7/18/2019	40	Eastfield Drive	plans and permit. Unpermitted	Plans and permit	Open		Property Owner addressing the violation.

0	Rcvd Date	No.	Street	Inquiry/Com plaint/Issue	Category	Status	Date Resolved	Comments
248	7/11/2019	21	Buggy Whip Drive	Foundation	Illegal Construction	Open		Property owner is clearing the trellis.
249	6/14/2019	6	Pine Tree Lane	Dead Tree	Vegetation	Open		Open
250	6/14/2019	14	Upper Blackwater Canyon Road	Dead vegetation	Vegetation	Open		Open
251	6/1/2019	77	Saddleback Road	Drainage	Drainage	Open		Monitoring
252	5/16/2019	67	Portuguese Bend Road	Foundation Construction	Illegal Construction	Open		Owner discussed with building department and safety.
253	4/18/2019	8	Georgeff Road	Maintenance	Property Maintenance	Open		Property owners are addressing all violations and keeping i contact via email.
254	2/26/2019	49	Eastfield Drive	Illegal conversion of stable to Rec.	Illegal Construction	Open		Property owner is in the process of obtaining permits.
255	2/26/2019	15	Upper Blackwater Canyon Road	Dead Trees	Vegetation	Open		Open
256	2/12/2019	34	Portuguese Bend Road	Tree branches down on	Vegetation	Open		Utility company evaluating.
257	6/20/2018	2950	Palos Verdes Dr. N	Building buckling and slope failing	Health & Safety	Open		Property owner is moving forward with permits.
258	6/18/2018	3	Appaloosa Lane	Dead vegetation	Vegetation	Open		Sent property owner a letter of dead vegetation and is addressing the violation
259	2/14/2018	- 6	Packsaddle Road East	Dead Tree	Vegetation	Open		Open
260	2/14/2018	8	Pine Tree Lane	Dead Tree	Vegetation	Open	Test.	Open
261	8/1/2017	8	Bowie Road	Concrete work and possibly	Permits	Open		Sent property owner a letter of non compliance for permits. As of 10/30/19, plans are with HOA waiting for Architect committee approval.

0	Rcvd Date	No.	Street	Inquiry/Com plaint/Issue	Category	Status	Date Resolved	Comments
127	4/6/2020	3	Chuckwagon Road	Lighting	Lighting	Closed	5/11/2020	Closed, no further action needed.
134	3/11/2020	1	Acacia Road	Expired Permits	Permits	Closed	6/17/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
139	3/11/2020	18	Bowie Road	Expired Permits	Permits	Closed	6/18/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
140	3/11/2020	34	Crest Road East	Expired Permits	Permits	Closed	6/18/2020	A list of expired permits were provided by Building an Safety to the City of Rolling Hills.
147	3/11/2020	91	Crest Road East	Expired Permits	Permits	Closed	6/18/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
151	3/11/2020	48	Eastfield Drive	Expired Permits	Permits	Closed	6/24/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
156	3/11/2020	47	Eastfield Drive	Expired Permits	Permits	Closed	6/30/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
165	3/11/2020	24	Eastfield Drive	Expired Permits	Permits	Closed	6/24/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
166	3/11/2020	17	Eastfield Drive	Expired Permits	Permits	Closed	6/29/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
168	3/11/2020	7	Packsaddle Road East	Expired Permits	Permits	Closed	6/24/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
174	2/11/2020	7	Georgeff Road	Dead Tree	Vegetation	Closed	6/30/2020	Closed
178	1/27/2020	74	Portuguese Bend Road	Lighting	Lighting	Closed	4/14/2020	Closed
190	12/23/2019	4	Buckboard Lane	Drainage	Grading	Closed	6/5/2020	Closed
241	10/10/2019	25	Portuguese Bend Road	Dead Vegetation	Vegetation	Closed	4/6/2020	Closed

0	Rcvd Date	No.	Street	Inquiry/Com plaint/Issue	Category	Status	Date Resolved	Comments
127	3/11/2020	1	Acacia Road	Expired Permits	Permits	Closed	6/17/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
134	3/11/2020	18	Bowie Road	Expired Permits	Permits	Closed	6/18/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
139	12/23/2019	4	Buckboard Lane	Drainage	Grading	Closed	6/5/2020	Closed
140	4/6/2020	3	Chuckwagon Road	Lighting	Lighting	Closed	5/11/2020	Closed, no further action needed.
147	3/11/2020	34	Crest Road East	Expired Permits	Permits	Closed	6/18/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
151	3/11/2020	91	Crest Road East	Expired Permits	Permits	Closed	6/18/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
156	3/11/2020	48	Eastfield Drive	Expired Permits	Permits	Closed	6/24/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
165	3/11/2020	47	Eastfield Drive	Expired Permits	Permits	Closed	6/30/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
166	3/11/2020	24	Eastfield Drive	Expired Permits	Permits	Closed	6/24/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
168	3/11/2020	17	Eastfield Drive	Expired Permits	Permits	Closed	6/29/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
174	2/11/2020	7	Georgeff Road	Dead Tree	Vegetation	Closed	6/30/2020	Closed
178	3/11/2020	7	Packsaddle Road East	Expired Permits	Permits	Closed	6/24/2020	A list of expired permits were provided by Building and Safety to the City of Rolling Hills.
190	1/27/2020	74	Portuguese Bend Road	Lighting	Lighting	Closed	4/14/2020	Closed
241	10/10/2019	25	Portuguese Bend Road	Dead Vegetation	Vegetation	Closed	4/6/2020	Closed