



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521

AGENDA

Regular City Council Meeting

CITY COUNCIL

Monday, July 10, 2023

CITY OF ROLLING HILLS

7:00 PM

The meeting agenda is available on the City's website. The City Council meeting will be live-streamed on the City's website. Both the agenda and the live-streamed video can be found here:
<https://www.rolling-hills.org/government/agenda/index.php>

Members of the public may submit written comments in real-time by emailing the City Clerk's office at cityclerk@cityofrh.net. Your comments will become part of the official meeting record. You must provide your full name, but please do not provide any other personal information that you do not want to be published.

Recordings to City Council meetings can be found here: <https://www.rolling-hills.org/government/agenda/index.php>

Next Resolution No. 1346

Next Ordinance No. 383

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

5. APPROVE ORDER OF THE AGENDA

This is the appropriate time for the Mayor or Councilmembers to approve the agenda as is or reorder.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Blue folder (supplemental) items are additional back up materials to administrative reports, changes to the posted agenda packet, and/or public comments received after the printing and distribution of the agenda packet for receive and file.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

8. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any Councilmember may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Councilmembers for discussion.

8.A. [APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JULY 10, 2023](#)

RECOMMENDATION: Approve.

[CL_AGN_230710_CC_AffidavitofPosting.pdf](#)

- 8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

RECOMMENDATION: Approve.

- 8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JUNE 26, 2023

RECOMMENDATION: Approve as presented.

[CL_MIN_230626_CC_F.pdf](#)

- 8.D. PAYMENT OF BILLS

RECOMMENDATION: Approve as presented.

[CL_AGN_230710_CC_PaymentOfBills_E.pdf](#)

- 8.E. RECEIVE AND FILE A REPORT ON THE NEXT CITY SPONSORED COMMUNAL BINS EVENT FROM AUGUST 4, 2023 TO AUGUST 12, 2023 TO ASSIST RESIDENTS WITH FIRE FUEL REDUCTION IN THE COMMUNITY

RECOMMENDATION: Receive and file.

[CL_AGN_230710_CC_CommunalBinEvent_Rotation2.pdf](#)

- 8.F. DESIGNATE VOTING DELEGATE AND ALTERNATE VOTING DELEGATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE FROM SEPTEMBER 20-22 TO BE HELD IN SACRAMENTO, CA

RECOMMENDATION: Staff recommends that the City Council approve the same voting delegate and alternate voting delegate as the year prior.

[GV_GVO_230621_LCC_VotingDelegate_Packet.pdf](#)

- 8.G. ADOPT BY RESOLUTION NO. 1343 AUTHORIZING A BUDGET MODIFICATION OF \$21,100 AND APPROVE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALAN PALERMO CONSULTING FOR PROJECT MANAGEMENT SERVICES DURING FISCAL YEAR 2023-2024

RECOMMENDATION: Approve as presented.

[ResolutionNo1343_AlanPalermo_BudgetAmendment.pdf](#)

[CA_AGR_230710_AlanPalermo_Amendment04.pdf](#)

- 8.H. ADOPT BY RESOLUTION NO. 1344 AUTHORIZING A BUDGET MODIFICATION OF \$307,000 FOR THE TENNIS COURTS ADA IMPROVEMENT PROJECT AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RICHIE-BRAY, INC. FOR UPDATED LANDSCAPE, LIGHTING AND IRRIGATION PLANS

RECOMMENDATION: Approve as presented.

[ResolutionNo1344_TennisCourtADA_LLI_BudgetAmendment.pdf](#)

[CA_AGR_230710_Richie-BrayInc_TennisCourtADA_Landscape.pdf](#)

- 8.I. APPROVE A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH THE ROLLING HILLS COMMUNITY ASSOCIATION MAINTAINING THE CURRENT LEASE AMOUNT OF \$5,749.25 PER MONTH

RECOMMENDATION: Approve as presented.

[CA_AGR_230710_RHCA_LeaseAmendment02.pdf](#)

[RHCA 2018-2028_SignedAgreement.pdf](#)

- 8.J. PREPARE A GRANT APPLICATION FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM FOR ADDITIONAL FIRE FUEL ABATEMENT IN ROLLING HILLS; APPROVE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. TO PREPARE THE GRANT APPLICATION FOR A NOT-TO-EXCEED AMOUNT OF \$30,470; AND ADOPT BY RESOLUTION NO. 1345 AUTHORIZING A BUDGET MODIFICATION OF \$30,470.

RECOMMENDATION: Approve as presented.

GR_OES_230510_PA-00002235_CalOES_HMGP_NOI_Submission.pdf

CA_AGR_230406_MNS-Engineers_GrantWriting_E.pdf

CA_AGR_230710_MNS-Engineers_HMGP_SubApp_Amendment01.pdf

ResolutionNo1345_MNS-Engineers_BudgetAmendment.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

- 11.A. A PUBLIC HEARING TO CONSIDER AND APPROVE A RESOLUTION AUTHORIZING PLACEMENT OF SOLID WASTE SERVICE CHARGES OWED TO REPUBLIC SERVICES PURSUANT TO ITS SOLID WASTE FRANCHISE WITH THE CITY OF ROLLING HILLS ON THE FY 2023-2024 LOS ANGELES COUNTY AUDITOR-CONTROLLER'S OFFICE ANNUAL TAX ROLL

RECOMMENDATION: Staff recommends that the City Council hold a public hearing and subsequently adopt Resolution No. 1341 placing the sanitation service charge on the annual County of Los Angeles Tax Roll.

CL_AGN_220711_CC_RH_ParcelMap_20200724_withRoads.pdf

ResolutionNo1341_FY 23-24_AnnualRefuseAssessment.pdf

CL_AGN_230710_TaxRoll_FY23-24.pdf

CL_AGN_230710_CC_SanitationReport.pdf

CL_PBN_230710_PH_CC_FY23-24_RefuseDirectAssessmentBilling_Affidavit.pdf

12. OLD BUSINESS

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

RECOMMENDATION: Staff recommends that the City Council approve an agreement with Race Telecommunication Inc. to provide broadband services for a minimum period of three years.

CA_AGR_Race_SBCCOG_RH_Renewal.pdf

CA_AGR_200608_CCStaffReport.pdf

13. NEW BUSINESS

- 13.A. APPOINT DAVID READY AS INTERIM CITY MANAGER AND APPROVE AGREEMENT FOR INTERIM CITY MANAGER SERVICES

RECOMMENDATION:

1. Adopt Resolution No. 1342 appointing David Ready as City Manager on an interim basis and;
2. Approve an Employment Agreement with David Ready as Interim City Manager effective July 8, 2023. (Attachments 1 & 2)

[ResolutionNo1342_AppointmentOfInterimCM_DavidReady.pdf](#)

[CA_AGR_230710_InterimCM_DavidReady.pdf](#)

[CA_AGR_230710_InterimCM_DavidReady_Resume.pdf](#)

14. MATTERS FROM THE CITY COUNCIL

15. MATTERS FROM STAFF

16. RECESS TO CLOSED SESSION

- 16.A. [PERSONNEL PURSUANT TO GOVERNMENT CODE SECTION \(B\) 54957 THE CITY COUNCIL MAY MEET IN CLOSED SESSION TO CONSIDER THE APPOINTMENT/EMPLOYMENT OF A PUBLIC EMPLOYEE. \(CITY MANAGER\)](#)

RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, July 24, 2023 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.: 8.A
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JULY 10, 2023

DATE: July 10, 2023

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve.

ATTACHMENTS:

[CL_AGN_230710_CC_AffidavitofPosting.pdf](#)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

DATE: July 10, 2023

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JUNE 26 , 2023

DATE: July 10, 2023

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[CL_MIN_230626_CC_F.pdf](#)



1. CALL TO ORDER

The City Council of the City of Rolling Hills met in person on the above date at 7:01 p.m. Mayor Wilson presiding.

2. ROLL CALL

Councilmembers Present: Dieringer, Pieper, Mayor Pro Tem Mirsch, Mayor Wilson
Councilmembers Absent: Black
Staff Present: Elaine Jeng, City Manager
Christian Horvath, City Clerk / Executive Assistant to the City Manager
John Signo, Planning & Community Services Director
Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Councilmember Pieper

Councilmember Black arrived at 7:02 p.m.

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

4.A. MAYOR'S PRESENTATION RECOGNIZING CITY MANAGER ELAINE JENG FOR HER YEARS OF SERVICE TO THE CITY OF ROLLING HILLS

Mayor Wilson presented City Manager Jeng with a plaque and certificate in honor of her service to the community. Mayor Pro Tem Mirsch and Councilmember Dieringer offered their thanks.

City Manager Jeng made remarks and thanked the City Council for the opportunity to serve.

5. APPROVE ORDER OF THE AGENDA

Motion by Councilmember Pieper, seconded by Councilmember Black to approve the order of the agenda as follows, Items 1-11A, 14A, 12B and then the remainder of items in regular order. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Pieper to receive and file Blue Folder Items for 14A. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Jim Aichele

8. CONSENT CALENDAR

- 8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JUNE 26, 2023**
- 8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA**
- 8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JUNE 12, 2023**
- 8.D. PAYMENT OF BILLS**
- 8.E. PULLED BY MAYOR WILSON**
- 8.F. PULLED BY COUNCILMEMBER DIERINGER**
- 8.G. PULLED BY COUNCILMEMBER BLACK**
- 8.H. PULLED BY COUNCILMEMBER DIERINGER**
- 8.I. PULLED BY COUNCILMEMBER BLACK**
- 8.J. PULLED BY COUNCILMEMBER DIERINGER**
- 8.K. PULLED BY COUNCILMEMBER DIERINGER**
- 8.L. RECEIVE AND FILE AN EMAIL FROM GREG AND ADRIANA POPOVICH REGARDING THE PROFESSIONALISM OF EC CONSTRUCTION DURING THE MIDDLE RIDGE LANE DRAINAGE SYSTEM CONSTRUCTION PROJECTS**

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to approve Consent Calendar Items A through D and L. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

9. EXCLUDED CONSENT CALENDAR ITEMS

8.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MAY 2023

Mayor Wilson made comments on Republic Services and the Solid Waste and Recycling Committee process.

Public Comment: Jim Aichele

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to receive and file. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

8.F. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HQE SYSTEMS INC. FOR INSTALLATION OF AN EMERGENCY OUTDOOR SIREN SYSTEM IN AN AMOUNT NOT TO EXCEED \$261,000, AUTHORIZE THE CITY MANGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Public Comment: Arlene Honbo, Jim Aichele, Alfred Visco, Dustin McNabb

Motion by Councilmember Pieper, seconded by Councilmember Black to approve as presented with language ensuring a minimum of 70db covering all city residencies. Motion carried with the following vote:

AYES: Black, Dieringer, Pieper, Mayor Wilson
NOES: Mirsch
ABSENT: None

8.G. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ENERGY SOLUTIONS COMPANY SITELOGIQ AS AN ALTERNATIVE APPROACH TO IMPLEMENT THE CITY HALL CAMPUS BACKUP POWER PROJECT IN AN AMOUNT NOT TO EXCEED \$28,500, AUTHORIZE THE CITY MANGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to approve as presented. Motion carried with the following vote:

AYES: Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: Black
ABSENT: None

8.H. DIRECT STAFF TO PREPARE A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH THE ROLLING HILLS COMMUNITY ASSOCIATION TO MAINTAIN THE CURRENT LEASE AMOUNT OF \$5,749.25 PER MONTH

Motion by Councilmember Black, seconded by Councilmember Pieper to approve as presented. Motion carried with the following vote:

AYES: Black, Pieper, Mirsch, Mayor Wilson
NOES: Dieringer
ABSENT: None

8.I. ADOPT RESOLUTION NO. 1338 SETTING THE RATE FOR REFUSE SERVICES IN THE CITY AT \$1,432.11 PER PARCEL AND FINDING THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to approve as presented. Motion carried with the following vote:

AYES: Pieper, Mirsch, Mayor Wilson
NOES: Black , Dieringer
ABSENT: None

8.J. RECEIVE AND FILE CAPITAL IMPROVEMENT PROJECT ASSIGNMENTS FOR FISCAL YEAR 2023-2024

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to receive and file. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

8.K. APPROVE CONTINUING WITH ALAN PALERMO CONSULTING FOR PROJECT MANAGEMENT SERVICES DURING FISCAL YEAR 2023-2024 AND DIRECT STAFF TO PREPARE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

Motion by Councilmember Black, seconded by Councilmember Pieper to approve as presented. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS

11.A. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 1339 ADOPTING THE FISCAL YEAR 2023/2024 BUDGET AND RESOLUTION NO. 1340 ESTABLISHING THE ANNUAL APPROPRIATIONS LIMIT FOR THE CITY OF ROLLING HILLS

Presentation by City Manager Elaine Jeng

Motion by Councilmember Pieper, seconded by Councilmember Black to approve as presented. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

Mayor Wilson moved to Item 14A

14. MATTERS FROM THE CITY COUNCIL

14.A. DISCUSS SOUTHBAY CITIES COUNCIL OF GOVERNMENT (SBCCOG) MEMBERSHIP DUES (MAYOR WILSON)

Presentation by Mayor Wilson

Public Comment: Rancho Palos Verdes Mayor Pro Tem John Cruikshank, Lomita Mayor Barry Waite

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to accept the proposed Fiscal Year 23/24 dues rate as presented by Mayor Wilson to the SBCCOG and accepted by their Board of

Directors for \$3,500 in dues and \$1,000 for the Regional Planner Assessment. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

Mayor Wilson moved to Item 12B

12. OLD BUSINESS

12.B. APPROVE TENNIS COURTS ADA IMPROVEMENT PROJECT DESIGN; AUTHORIZE STAFF TO ADVERTISE FOR CONSTRUCTION BIDS; AND APPROVE LANDSCAPING DESIGN FOR THE TENNIS COURTS

Presentation by City Manager Elaine Jeng

Public Comment: Kristen Raig, Dustin McNabb

Motion by Councilmember Black, seconded by Councilmember Pieper to approve as presented. Motion carried with the following vote:

AYES: Black, Pieper, Mirsch, Mayor Wilson
NOES: Dieringer
ABSENT: None

12.A. APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 TO ADDRESS THE UTILITY CONFLICT IDENTIFIED IN THE DOWNSTREAM SEWER MAIN AS A PART OF THE 8" SEWER MAIN LINE ALONG PORTUGUESE BEND ROAD/ROLLING HILLS PROJECT

Presentation by City Manager Elaine Jeng

Public Comment: Alan Palermo

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to table this item for now. Motion carried with the following vote:

AYES: Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: Black
ABSENT: None

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Pieper to follow-up in three months. Motion carried with the following vote:

AYES: Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: Black
ABSENT: None

12.C. APPROVE CITY HALL ADA IMPROVEMENT PROJECT DESIGN AND AUTHORIZE STAFF TO ADVERTISE FOR CONSTRUCTION BIDS

Presentation by Alan Palermo

Mayor Wilson Left the dais at 9:12 p.m. and returned at 9:14 p.m.

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to approve as presented. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

13. NEW BUSINESS

13.A INTRODUCTION AND FIRST READING OF ORDINANCE NO. 383, AMENDING CHAPTER 15.20 (FIRE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE ROLLING HILLS MUNICIPAL CODE AND FINDING THE ORDINANCE IS EXEMPT FROM CEQA

Presentation by City Attorney Patrick Donegan

Motion by Councilmember Black, seconded by Mayor Pro Tem Mirsch to introduce for first reading by title only Ordinance No. 383 regarding the Fire Code; schedule a public hearing for adoption of the ordinance at a later date; and direct staff to publish a notice of such hearing pursuant to Government Code section 6066. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

13.B CONSIDERATION OF PARTICIPATING IN A CATALYTIC CONVERTER ETCHING EVENT IN COLLABORATION WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, THE CITY OF ROLLING HILLS ESTATES AND THE CITY OF RANCHO PALOS VERDES ON JULY 29, 2023

Presentation by City Clerk / Executive Assistant to the City Manager Christian Horvath,

Public Comment: Melissa McNabb, Jim Aichele

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Pieper to approve the City's participation in the event and cost sharing with the stipulation that the Los Angeles County Sheriff's Department provides metrics for the total number of cars and Rolling Hills resident's participation percentage. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

14. MATTERS FROM THE CITY COUNCIL

14.B. RECEIVE AND FILE INFORMATION ON THE PALOS VERDES ESTATES FOUNDATION; AND DISCUSS ESTABLISHING A SIMILAR FOUNDATION FOR ROLLING HILLS (MAYOR PRO TEM MIRSCH)

Presentation by Mayor Pro Tem Mirsch

Public Comment: Jim Aichele, Alfred Visco, Arlene Honbo

Motion by Councilmember Pieper, seconded by Councilmember Black to create an Ad Hoc Committee comprised of Mayor Wilson and Mayor Pro Tem Mirsch. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

City Manager Jeng announced Mayor Pro Tem Mirsch's birthday and presented treats for her and the Council.

At the request of City Manager Jeng, Mayor Wilson moved to item 15A. Without objection, so ordered.

15. MATTERS FROM STAFF

15.A. RECEIVE AND APPROVE THE PROPOSAL FOR A BLOCK CAPTAIN EDUCATION AND SOCIAL EVENT ON THE CITY HALL CAMPUS ON SUNDAY, AUGUST 27, 2023; EVENT TO INCLUDE ART WORK FOR SALE BY RESIDENT DON CROCKER; A PERCENTAGE OF THE SALE PROCEEDS TO BE GIFTED TO THE CITY TO BENEFIT EMERGENCY PREPAREDNESS MEASURES IN THE COMMUNITY

Presentation by City Manager Elaine Jeng

City Manager Jeng announced that the draft agreement attached to the Agenda was not ready at this time.

Public Comment: Marita Geraghty, Marian Visco

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to approve as presented. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

Mayor Wilson moved back to item 14C.

14. MATTERS FROM THE CITY COUNCIL

14.C. CONSIDER PROVISION IN THE CIVILIAN OVERSIGHT COMMITTEE RECOMMENDATION MANDATING AUTOMATIC REASSIGNMENT OF SHERIFF'S DEPARTMENT PATROL PERSONNEL EVERY FIVE YEARS AND PROVIDE DIRECTION TO STAFF (MAYOR PRO TEM LEAH MIRSCH, AND COUNCILMEMBER BEA DIERINGER)

Presentation by Councilmember Dieringer

Motion by Councilmember Black, seconded by Councilmember Pieper directing staff to draft a letter for the Mayor to sign. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

14.D. RECEIVE AND FILE A VERBAL REPORT FROM THE DRAINAGE AD HOC COMMITTEE (MAYOR PRO TEM LEAH MIRSCH AND COUNCILMEMBER JEFF PIEPER)

Presentation by Councilmember Pieper

Motion by Councilmember Pieper, seconded by Councilmember Black to received and file. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

15. MATTERS FROM STAFF

15.B. CONSIDER A PROPOSAL FROM PALOS VERDES PENINSULA TRANSIT AUTHORITY TO PROVIDE TRANSIT SERVICES FOR ROLLING HILLS RESIDENTS; AND PROVIDE DIRECTION TO STAFF

Presentation by City Manager Elaine Jeng

Public Comment: Jim Aichele

Motion by Councilmember Black, seconded by Councilmember Pieper to not join the Palos Verdes Peninsula Transit Authority. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

16. RECESS TO CLOSED SESSION – 10:38 P.M.

16.A. PERSONNEL PURSUANT TO GOVERNMENT CODE SECTION (B) 54957 THE CITY COUNCIL MAY MEET IN CLOSED SESSION TO CONSIDER THE APPOINTMENT/EMPLOYMENT OF A PUBLIC EMPLOYEE. (CITY MANAGER)

17. RECONVENE TO OPEN SESSION – 11:35 P.M.

18. ADJOURNMENT: 11:35 P.M.

The meeting was adjourned at 11:35 p.m on June 26, 2023. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, July 10, 2023 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City’s website link at: <https://www.rolling-hills.org/government/agenda/index.php>

All written comments submitted are included in the record and available for public review on the City website.

Respectfully submitted,

Christian Horvath, City Clerk

Approved,

Patrick Wilson, Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS

DATE: July 10, 2023

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[CL_AGN_230710_CC_PaymentOfBills_E.pdf](#)

CITY OF ROLLING HILLS

AP23-066, ACH23-054, ACH23-055, & ACH23-056

Check Run 07/06/2023

Check No.	Check Date	Payee	Description	Amount
028246	7/6/2023	Alan Palermo Consulting	Alan Palermo June '23	6,270.00
028247	7/6/2023	Bennett Landscape	Bennett-Addt.service-June'23-irrigation	85.00
028248	7/6/2023	Cell Business Equipment	CBE-Toner Supplies Shipped	40.00
028249	7/6/2023	Corken, Nedra	Nedra Corken Mileage May/June '23	21.63
028250	7/6/2023	Cox Communications	Cox July '23	158.33
028251	7/6/2023	Executive Suite Services Inc.	Exec Suite-Janitorial June '23	920.00
028252	7/6/2023	Forum Info-Tech. Inc./Levelcloud	Forum IT-July 2023	5,232.95
028253	7/6/2023	County of Los Angeles	LA County Animal Care & Control March '23	455.13
028254	7/6/2023	County of Los Angeles	Building Services	9,869.85
028255	7/6/2023	MV CHENG AND ASSOCIATES	Finance Dept May 2023	8,680.00
028256	7/6/2023	Race Communications	Southbay Fiber Network-July 2023	1,020.00
028257	7/6/2023	City of Rancho Palos Verdes	City of RPV ALPR Camera Feb- May '23	270.72
028258	7/6/2023	South Bay Cities Council of Governments	SBCCOG FY23-24 dues	3,500.00
028259	7/6/2023	Texas Child Support SDU	Payroll withholding 07-01-23	163.15
ACH-251	7/5/2023	Robert Half	ACH Payments Robert Half 04-26-23 to 06-21-23	10,215.65
ACH-252	7/6/2023	Cox Communications	ACH Payment Cox June 23	158.33
ACH-253	7/6/2023	Granicus	ACH Payment for Granicus FY 23-24	8,142.67
ACH-259	6/16/2023	Vantagepoint Transfer Agents - 306580	Deferred Comp Contributions PR Ending 06-13-23	5,906.72
ACH-260	6/29/2023	CalPERS	PERS Retirement PR Ending 06-13-23	3,165.80
PR LINK	6/30/2023	PR LINK - Payroll & PR Taxes PR#13	Payroll Processing Fee PR#13 06/14/2023 - 06/27/2023	66.96
PR LINK	6/30/2023	PR LINK - Payroll & PR Taxes PR#13	Pay Period - PR#13 06-14-2023 - 06-27-2023	25,512.84
Report Total				89,855.73

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

\$ 89,855.73 for the payment of above items.



 Elaine Jeng, P.E., City Manager

7/7/2023



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE A REPORT ON THE NEXT CITY SPONSORED COMMUNAL BINS EVENT FROM AUGUST 4, 2023 TO AUGUST 12, 2023 TO ASSIST RESIDENTS WITH FIRE FUEL REDUCTION IN THE COMMUNITY

DATE: July 10, 2023

BACKGROUND:

The City's solid waste collection provider, Republic Services, has a franchise agreement with the City approved in April 2020 for a term of nine years. The annual service fee includes one 40 cubic yard bin for green waste disposal per property per year.

In an effort to reduce the risk of wildfires in the City of Rolling Hills, the City Council tasked the previous Fire Fuel Committee to identify actions to minimize risk. In 2021, the Fire Fuel Committee recommended and subsequently the City Council approved providing communal bins to assist residents with disposal of vegetation trimmings and encourage the community to reduce fire fuel.

Staff worked with Republic Services and negotiated, without amending the existing franchise agreement, to have Republic Services provide ten communal bins (40 cubic yard) per year to the City, starting on July 1, 2021. The City specifies the locations for the placement of communal bins provided that the locations are accessible by Republic Services for drop off and pick-up and approved by the Rolling Hills Community Association (RHCA). The communal bins are deployed for several days in a batch of five bins.

To date, the City has held four events in all quadrants of the City and disposed of 61.38 tons of green waste as shown in Table 1. Republic Services estimates around 97% of the green waste is turned into compost.

Table 1 - Amount of Green Waste from Communal Bin Program

DATE	TONS
Aug. 2021	11.99
Jan. 2022	12.46
Aug. 2022	17.41
Jan. 2023	19.52
TOTAL	61.38

DISCUSSION:

The fifth communal bin event is from August 4-12, 2023. The designated locations will rotate to the southeast quadrant of the City. Staff has reviewed the designated locations for accessibility, ease of use for residents in the community, size of the bins in relation to the street, and size of the truck carrying the bins with Republic Services and the RHCA.

The five locations are as follows:

1. Crest Road East near 30 Crest Road East on the northeast side of the street
2. Caballeros Road at the intersection of Crest Road East on the east side of the street
3. Eastfield Drive at the corner of Open Brand Road (after the mail box of 79/81) after the stop sign
4. Chuckwagon Road next to Upper Willow Spring Trail
5. Eastfield Drive right after the intersection of Chuckwagon Road across the street from 28 Eastfield on the west side of the street

A map of the locations is attached and will be sent via the City's Blue Newsletter.

Residents can take advantage of the communal bin program and order a 40 cubic yard bin for green waste disposal as a part of the property's annual service fee.

FISCAL IMPACT:

None.

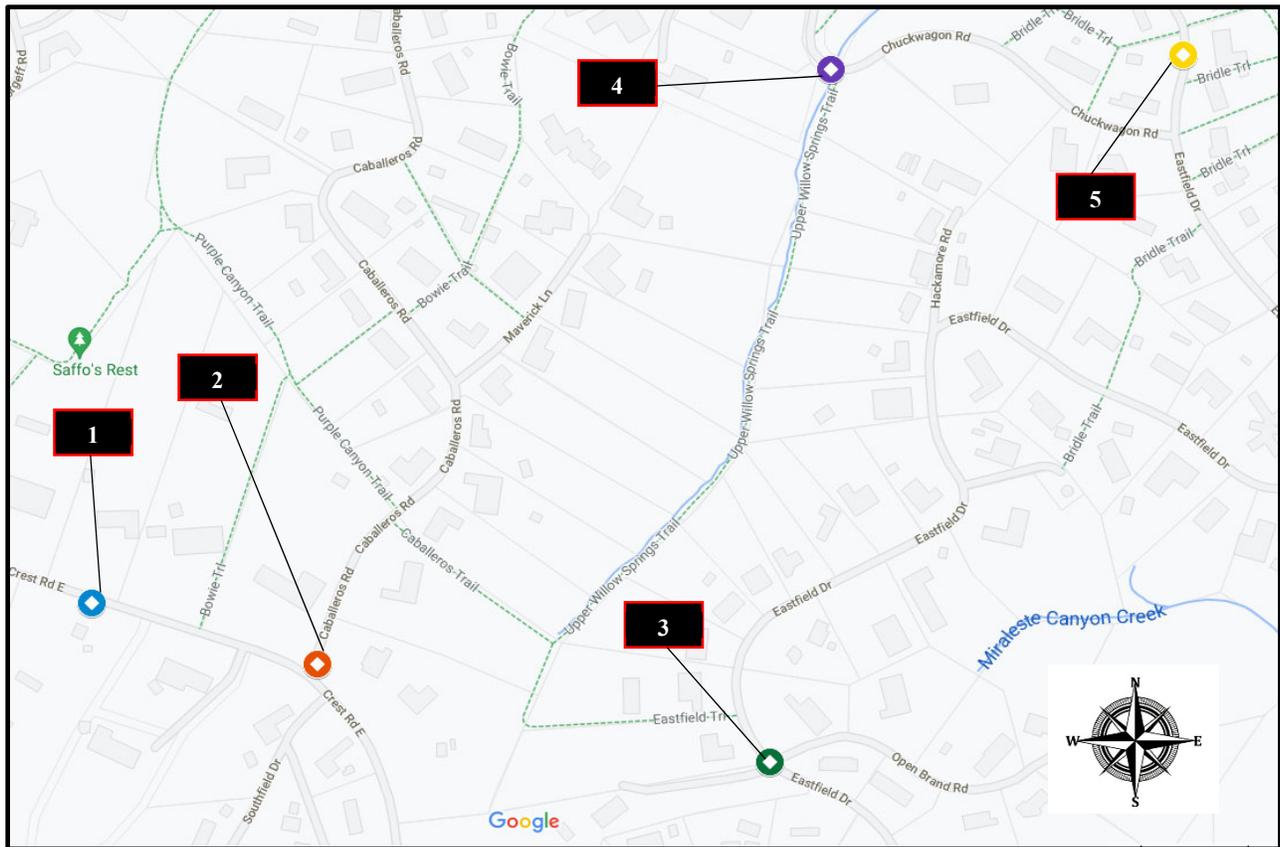
RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[CL_AGN_230710_CC_CommunalBinEvent_Rotation2.pdf](#)

ROTATION 2 – Southeast Quadrant



Communal bins locations:

1. Crest Road East near 30 Crest Road East on the northeast side of the street
2. Caballeros Road at the intersection of Crest Road East on the east side of the street
3. Eastfield Drive at the corner of Open Brand Road (after the mail box of 79/81) after the stop sign
4. Chuckwagon Road next to Upper Willow Spring Trail
5. Eastfield Drive right after the intersection of Chuckwagon Road across the street from 28 Eastfield on the west side of the street



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.F
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: DESIGNATE VOTING DELEGATE AND ALTERNATE VOTING DELEGATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE FROM SEPTEMBER 20-22 TO BE HELD IN SACRAMENTO, CA

DATE: July 10, 2023

BACKGROUND:

On June 21, 2023, staff received a letter from the League of California Cities (Cal Cities) requesting the designation of voting delegates and alternates to participate in the League's 2023 Annual Conference scheduled for September 20-22 in Sacramento, California. The Annual Business Meeting is scheduled for Friday, September 22. At this meeting, the Cal Cities membership considers and takes action on resolutions that establish Cal Cities policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. Each city may appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

For the annual conference held in September 2022, the City Council designated Councilmember Dieringer as the voting delegate and Mayor Pro Tem Wilson as the alternate. For the annual conferences held between 2019 and 2021, the same members were designated as the voting delegate and alternate voting delegate.

DISCUSSION:

Councilmember Dieringer is currently serving as the City Council liaison to the California League of Cities. It is recommended that the City Council re-appoint Councilmember Dieringer as the designated voting delegate and Mayor Pro Tem Wilson as the alternate voting delegate.

New this year, Cal Cities will host a pre-conference information session for voting delegates to explain their role.

FISCAL IMPACT:

Voting delegates and alternates must be registered for the Annual conference. They need not register for the entire conference; they may register for Friday only. Member City officials full conference rate is \$650. A one-day rate is \$350. The proposed budget for Fiscal Year 23-24 includes funds for Councilmembers to attend conferences.

RECOMMENDATION:

Staff recommends that the City Council approve the same voting delegate and alternate voting delegate as the year prior.

ATTACHMENTS:

[GV_GVO_230621_LCC_VotingDelegate_Packet.pdf](#)



Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

**2023 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by



voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.G
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: ADOPT BY RESOLUTION NO. 1343 AUTHORIZING A BUDGET MODIFICATION OF \$21,100 AND APPROVE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALAN PALERMO CONSULTING FOR PROJECT MANAGEMENT SERVICES DURING FISCAL YEAR 2023-2024

DATE: July 10, 2023

BACKGROUND:

In July 2019, the City Council engaged the services of Alan Palermo Consulting (APC) to manage the City's capital improvement projects for Fiscal Year 2019-2020 for four projects: construction of tennis courts ADA improvements, City Hall ADA improvements, sewer feasibility study phase II, and 2019/2020 annual signage and striping project.

The 2019/2020 annual signage and striping project was completed in April 2020. The sewer feasibility study phase II was completed in May 2020. APC assisted in preparing a design Request for Proposal for the 8" sewer main along Rolling Hills and the City Council engaged NV5 for the engineering design of the 8" line on August 24, 2020.

In September 2020, the City Council amended APC's contract to include additional budget for managing additional projects. The capital improvement projects for Fiscal Year 2020-2021 comprised of the design of the City Hall ADA improvements, the design of the 8" sewer main along Rolling Hills, Block Captain Program communications project, Proposition 68 Per Capita Program allocation, the Crest Road East Utility Undergrounding grant project and a small budget for coordinating with the Rolling Hills Community Association on tennis courts ADA improvements.

In September 2022, the City Council approved the 3rd Amendment to APC's contract for the above-mentioned programs as well as ongoing and/or unanticipated project support.

Over the past year Alan has continued to perform as an invaluable partner supporting and/or coordinating with staff on a variety of projects including Bid / RFP preparation and project

management for the HVAC, Standby Generator and Equestrian Fence projects, the Tennis Court ADA project, the City Hall ADA project, the 8" Sewer Main project and the Crest Road Rule 20C Civil Engineering project.

To meet project management needs for Fiscal Year 2023-2024, APC was asked to provide a proposal for services for the following projects at a proposed cost for services in Fiscal Year 2023-2024 of \$56,100:

1. City Hall ADA Improvements
2. Tennis Court ADA Improvements
3. 8-inch Sewer Main along Portuguese Bend Road
4. City Hall Emergency Power Project (Solar)
5. Support City Staff for the Crest Road East / Eastfield Utility Undergrounding Projects and Vegetation Management Grant Projects
6. Miscellaneous Professional Services to support City Projects

At the June 26, 2023 City Council meeting, the Council approved staff's recommendation to prepare an amended agreement with APC for Fiscal Year 2023-2024 based on APC's proposal dated June 20, 2023.

DISCUSSION:

The adopted budget for FY 2023-2024 included \$35,000 for project management services assuming no staff vacancies. Certain projects, such as the CalOES/FEMA Vegetation Management grant project, and the Outdoor Siren Project were managed by the City Manager. In light of the departure of the City Manager in early July 2023, APC's scope of work was increased resulting in an estimated fee of \$56,100. The fee is \$21,100 above the budgeted amount. A budget amendment resolution is attached to address the shortfall.

FISCAL IMPACT:

Council action is required to amend the budget and increase budgeted appropriations by \$21,000 in the Capital Projects Fund funded from a transfer of available General Fund Reserves. The use of General Fund Reserves is consistent with City policy.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[ResolutionNo1343_Alan Palermo_BudgetAmendment.pdf](#)
[CA_AGR_230710_Alan Palermo_Amendment04.pdf](#)

RESOLUTION NO. 1343

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO APPROPRIATE \$21,100 IN THE CAPITAL PROJECTS FUND FROM A TRANSFER OF GENERAL FUND RESERVES FOR CONTINUED SERVICES FROM ALAN PALERMO CONSULTING FOR PROJECT MANAGEMENT SERVICES

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. On June 26, 2023 City Council meeting, the City Council approved continuing with Alan Palermo Consulting for project management services during the fiscal year 2023-2023 and directed staff to prepare a Fourth Amendment to the Professional Services Agreement with Alan Palermo Consulting.

C. Alan Palermo Consulting quoted the City a fee amount of \$56,100 for the services for fiscal year 2023-2024. The existing City budget had allocated \$35,000 for project management services for fiscal year 2023-2024 – leaving a \$21,100 discrepancy in the amount budget and what will be required.

D. The City desires to appropriate \$21,100.00 in the Capital Projects Fund funded from a transfer of General Fund reserves to fund the Fourth Amendment to the Professional Services Agreement with Alan Palermo Consulting attached as Exhibit “A.”

Section 2. The sum of twenty-one thousand and one hundred dollars (\$21,100.00) is hereby appropriated in the Capital Projects Fund to fund the Fourth Amendment to the Professional Services Agreement with Alan Palermo Consulting.

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 10th day of July, 2023

PAT WILSON
MAYOR

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

Exhibit A

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Fourth Amendment”) is made and entered into this 10th day of July 2023 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the “CITY”), and Alan Palermo Consulting (hereinafter the “CONSULTANT”).

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant (“Agreement”) for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act (“ADA”) and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. On September 14, 2020, City and Consultant amended the Agreement for the first time to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act (“ADA”) and aesthetic improvements); 2) project management for the design of ADA improvements per the City’s transition plan; 3) project management for design of 8” sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA’s Hazard Mitigation Grant Program (“First Amendment”) (the “First Amendment”);

C. On June 30, 2022, the City and Consultant amended the Agreement for the second time to extend the term for Consultant to complete the scope of work (the “Second Amendment”).

D. On September 12, 2022, the City and Consultant amended the Agreement for the third time to clarify the scope of work, extend the term for Consultant to complete the scope of work, and state the costs for the work provided (the “Third Amendment”)

E. The Parties now desire to amend the Agreement to clarify the scope of work, extend the term, and state the costs for the work provided by the Consultant (“Fourth Amendment”).

F. Consultant is well qualified by reason of education, training, and experience; and

G. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

1. Section 2 “Scope of Work” of the Agreement is amended to read as follows:

“2. SCOPE OF WORK. Consultant shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A to this Fourth Amendment. To the extent Exhibit A conflicts with this Agreement or any amendment, this Agreement or amendment shall control.”

2. Section 3 “Cost” of the Agreement is amended to read as follows:

“3. COST. The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under the Agreement at the rates and in the manner established in the attached Exhibit A to this Fourth Amendment.

A. Compensation. An additional fifty-six thousand, one hundred dollars (\$56,100.00) is added to the permitted compensation under this Fourth Amendment. This fee includes all expenses, travel, attendance at meetings and miscellaneous costs, estimated to be accrued.

3 Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. TERM OF CONTRACT

This Agreement shall be valid until June 30, 2024 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

2. All terms and conditions of the Agreement not amended by the First Amendment, the Second Amendment, the Third Amendment, or this Fourth Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment on the date and year first above written, and it is effective as of July 10, 2022.

CITY OF ROLLING HILLS

ALAN PALERMO CONSULTING

Interim City Manager

ALAN PALERMO

DATE: _____

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN
CITY ATTORNEY

EXHIBIT A

Alan Palermo Consulting

June 20, 2023

2023-RH004

Ms. Elaine Jeng
City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

Re: **Professional Services – Project Management Services/Consulting Agreement for CIP and Special Projects**

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects for the period 8/1/23 through 6/30/24:

- 1) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:**
 - a) Continued oversight and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture). Provide assistance with internal functions relevant to the project including drafting of staff reports.
 - b) Upon completion of City Hall ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements. manage bid process and preparation of Construction Contract with selected contractor. (Note: Construction not expected to begin until 202?-202? Fiscal Year)
 - c) Prepare Request for Proposal (RFP) to solicit Construction Management firm to oversee the construction phase for the project.
 - d) Project Management during Construction in the 2023-2024 fiscal year.
- 2) **Project Management / or Support City Staff For Outdoor Siren Project:**
 - a) Provide support to City staff for the undergrounding projects and vegetation management projects
- 3) **Project Management for the Tennis Court ADA Improvements:**
 - a) Continued oversight and completion of Construction Documents for the Tennis Court ADA Improvements

Alan Palermo Consulting

- b) Provide assistance with internal functions relevant to the project including drafting of staff reports.
 - c) Serve as the liaison and extension of City Staff to the Rolling Hills Community Association to achieve a set of coordinated design plans including phasing plan for construction activities as needed.
 - d) Upon completion of Tennis Court ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the Tennis Court ADA Improvements. Manage bid process and preparation of Construction Contract with selected contractor.
 - e) Prepare Request for Proposal (RFP) to solicit Construction Management firm to oversee the construction phase for the project.
 - f) Project Management during Construction in the 2023-2024 fiscal year.
- 4) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road:**
- a) Continued oversight of design consultant to finalize improvement plans for Phase 1 (Rolling Hills to Rolling Hills Estate) and Phase II (City of Torrance), serve as the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the community as needed/requested, and provide assistance with internal functions relevant to the project including drafting of staff reports.
 - b) Upon completion of Sewer Improvement Plan Construction Documents, Finalize Bid Documents to solicit construction bids for the Sewer Improvements, manage bid process and preparation of Construction Contract with selected contractor.
 - c) Prepare RFP and evaluate proposals for Construction Management/Inspection of Improvements
 - d) Project Management during Construction Phase in the 2023-2024 fiscal year.
- 5) **Support City Staff for the Crest Road East / Eastfield Utility Undergrounding Projects and Vegetation Management Project :**
- a) Provide support to City staff for the undergrounding projects and vegetation management projects
- 6) **Miscellaneous Professional Services to support City Projects:**
- a) Provide Professional Services when requested by the City to:
 - i) Prepare RFP's / Bid Document assistance for other City projects when requested
 - ii) Manage/provide assistance for additional City projects upon request of the City

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty-five (\$165) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

Item No.	<u>Project Description</u>	<u>Time Period</u>	<u>Total Hours</u>	<u>Total Fee</u>
1	Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan	8/1/2023 - 6/30/2024	80	\$ 13,200
2	Project Management for Outdoor Siren Project	8/1/2023 - 6/30/2024	40	\$ 6,600
3	Project Management for the Tennis Court ADA Improvements	8/1/2023 - 6/30/2024	80	\$ 13,200
4	Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road	8/1/2023 - 6/30/2024	60	\$ 9,900
5	Support City Staff for the Crest Road East / Eastfield Utility Undergrounding Projects and Vegetation Management Project	8/1/2023 - 6/30/2024	40	\$ 6,600
6	Professional Services / Assistance	8/1/2023 - 6/30/2024	40	\$ 6,600
	Total Hours		340	
	Total Fee	\$ -		\$ 56,100

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

Alan Palermo Consulting

STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND ALAN PALERMO CONSULTING

Client and Consultant agree the following provisions are part of their Agreement:

1. Consultant Responsibilities: Consultant shall perform its services in accordance with generally accepted standards of professional practice in Southern California in effect at the time of performance. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, surveys, or professional advice. Consultant's services will be performed for the benefit of Client and not for any third-party beneficiary. Consultant is an independent contractor and not an employee of Client.

2. Insurance: Consultant shall obtain and maintain in full force, at its own expense, liability insurance coverage as required by the client and agreed to by Alan Palermo Consulting.

3. Indemnification: Each party shall hold harmless and indemnify the other party from and against liability arising from the indemnifying party's negligent acts, errors, or omissions. If other parties are liable in addition to the indemnifying party, the indemnifying party shall pay only an amount proportional to its degree of culpability.

4. Documents: All of Consultant's work product and other documents prepared under this Agreement are instruments of service. Consultant grants ownership to Client of its documents prepared under this Agreement, provided Client has paid Consultant all amounts to which the Consultant is entitled. Consultant shall not be liable for the use of its plans, specifications, surveys, and other documents on a project other than that for which they were prepared.

5. Exclusions from Service: Consultant is not responsible for the detection, presence, handling, removal, abatement, or disposal of asbestos or hazardous or toxic substances, products or materials. The Consultant is not responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, since these are solely the construction contractor's rights and responsibilities. If Consultant is requested to review anything from a construction contractor or supplier, the review is for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents, and not for the purpose of determining accuracy or completeness or safety precautions, all of which remain the construction contractor's responsibility. Consultant does not perform geotechnical services and is not responsible for soils or geological conditions.

6. Cost Estimates: Since the Consultant has no control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions, the Consultant cannot and does not warrant or represent that bids will not vary from any estimates of construction cost.

7. Delays: Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or promptly

Alan Palermo Consulting

approve or disapprove of Consultant's services or instruments of service, or faulty performance or delay by Client, contractors, or government agencies.

8. Suspension of Services: Client may suspend the Consultant's performance of services by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of suspension. Consultant may suspend its services if Client fails to pay undisputed amounts of Consultant's invoices within sixty days of receipt of invoice or if Client files or has filed against it a petition under the Bankruptcy Code. The Client and Consultant will re-negotiate the fee if the period of suspension exceeds ninety days.

9. Termination of Services: Client may terminate this Agreement by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of termination. Consultant may terminate this Agreement upon ten days notice of breach by Client, including nonpayment of undisputed fees, provided Client does not cure such breach within ten days of notice of breach. Client shall pay Consultant for all services performed prior to the effective date of termination.

10. Assignment: Neither party may assign this Agreement without the prior written consent of the other.

11. Services: Professional Services shall be provided at the hourly rate stipulated in this agreement unless Client and Consultant enter into a project specific agreement.

Alan Palermo Consulting

SCHEDULE OF BILLING RATES

Effective January 1, 2022

Principal/Owner

\$165.00/Hour

Note 1: Hourly rate includes **Consultants** mileage to perform services on behalf of the **Client**.

Note 2: Reimbursable Expenses: **Client** shall pay the cost of any applicable reimbursable expenses, plus 15%, incurred on Client's behalf. If requested, Alan Palermo Consulting will provide a computer printout, which details these costs.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.H
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: ADOPT BY RESOLUTION NO. 1344 AUTHORIZING A BUDGET MODIFICATION OF \$307,000 FOR THE TENNIS COURTS ADA IMPROVEMENT PROJECT AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RICHIE-BRAY, INC. FOR UPDATED LANDSCAPE, LIGHTING AND IRRIGATION PLANS

DATE: July 10, 2023

BACKGROUND:

At the June 12, 2023, City Council Meeting, city staff reported on a coordination meeting with the Rolling Hills Community Association (RHCA) held in May 2023. At this meeting, it was communicated that the City's Tennis Courts ADA Improvement Project would incorporate the grading and retaining wall to support the RHCA's Cabana improvement/amenities project. This addition to the City's improvement plans was determined based on the sequence of construction and to facilitate workflow between contractors commissioned by the city and the RHCA. City staff, RHCA, and Bolton Engineering held two subsequent coordination meetings on June 6, 2023 and June 14, 2023 to discuss outstanding items and update all parties.

The RHCA engaged a design consultant to update previously prepared plans for landscaping, irrigation and lighting improvements at the tennis courts. These improvements will be presented to the City Council for discussion in the coming months. In 2017, when the city decided to bring the tennis courts into compliance with ADA, these improvements were not included in that decision.

At the June 26, 2023, City Council meeting, staff reported the following:

- A review of the City's improvement plans was completed and approved by the RHCA Architectural Committee on June 13, 2023.
- The remaining outstanding review comments by Los Angeles County Building and Safety (LACBS) is to provide approval of the improvement plans from Planning Department and the RHCA. Bolton Engineering resubmitted plans with these required approvals for a final round of plan check on June 15, 2023.
- Staff anticipates that the Tennis Courts Improvement Project will be ready to advertise

for construction bids in July 2023

- In anticipation of the construction bid, several other projects with RHCA in the lead are being coordinated to ensure the improvements account for these future projects including:
 - the new Cabana
 - revising the landscape, irrigation, and lighting plans, and
 - a retaining wall submittal.
- The plans for the new Cabana are scheduled to be submitted to LACBS in early July 2023. Once the plans for the Cabana are completed for first submittal to LACBS, the RHCA will present to City Council at a future meeting for feedback.

The City Council approved the Tennis Courts ADA Improvement Project design, the Landscape design updates and authorized staff to advertise for construction bids.

DISCUSSION:

The previously approved landscape, irrigation, and lighting plans (2016) for the tennis court facility to support the city ADA Improvement Plans will be revised to reflect the changes to the site since first approved. To help facilitate updating the landscape, irrigation, and lighting plans, the City will assume the \$7,000 fee to update the plans including any calculations necessary to comply with water efficient landscape requirements and continue progress with improvements to the tennis courts.

FISCAL IMPACT:

In previous years, the City Council received construction estimates for the project and listed \$300,000 in past Capital Improvement Plans. However, the City Council has not allocated funds for the project. This, Council action is required to amend the budget and increase budgeted appropriations in the Capital Projects Fund by \$307,000 funded from a transfer from available General Fund Reserves. The use of General Fund Reserves is consistent with City policy.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[ResolutionNo1344_TennisCourtADA_LLI_BudgetAmendment.pdf](#)
[CA_AGR_230710_Richie-BrayInc_TennisCourtADA_Landscape.pdf](#)

RESOLUTION NO. 1344

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE CAPITAL PROJECTS FUND BY \$307,000.00 FUNDED FROM A TRANSFER OF GENERAL FUND RESERVES FOR WORK RELATED TO THE TENNIS COURT ADA IMPROVEMENT PROJECT INCLUDING LANDSCAPE, IRRIGATION, AND LIGHTING PLANS

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. At its June 26, 2023 City Council meeting, the City directed staff to advertise the Tennis Court ADA Improvement Project for bids and approved the allocation for landscape, irrigation and lighting plans. The City Council will be provided the opportunity to review the results of the construction bids and ultimately decide whether to award a contract at a later date.

C. Staff has received construction estimates for the Tennis Court ADA Improvement Project in the amount of \$300,000. Further, in recent months, the Rolling Hills Community Association worked with Richie-Bray, Inc. for the landscape, irrigation and lighting plans. After outreach from staff, Richie-Bray, Inc. has indicated a willingness to complete these plans for the City for the sum of \$7,000.00.

Section 2. The sum of three-hundred and seven thousand four dollars and (\$307,000.00) is hereby appropriated to the Capital Project Fund from the General Fund Reserves for Tennis Court ADA Improvement Project and engage with Richie-Bray, Inc. for landscape, irrigation and lighting plans for the Tennis Court ADA Improvement Project as described in the attached Professional Services Agreement (Attachment "A").

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 10th day of July, 2023.

PAT WILSON
MAYOR

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 10th day of July, 2023 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and Richie-Bray, Inc., a California corporation, located at 904 Silver Spur Rd., #395, Rolling Hills Estates, CA 90274 ("CONSULTANT.")

1. RECITALS:

A. The CITY desires to contract the CONSULTANT to provide services related to the design and preparation of landscaping, lighting and irrigation plans for the Tennis Court Improvement project for the City of Rolling Hills.

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

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

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this AGREEMENT.

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY services pertaining to landscaping, lighting and irrigation plans for the Tennis Court Improvement project and as set forth in the attached Exhibit A. (collectively referred to as "SERVICES").

To the extent this Agreement conflicts with Exhibit A, or any other exhibit, this Agreement shall control.

3. COST

The CITY agrees to pay CONSULTANT for all the work contemplated by this AGREEMENT in the amount of seven thousand dollars (\$7,000.00). The cost is more particularly described in Exhibit A. This fee includes all expenses, consisting of all local travel, attendance at meetings, printing and submission of any plans or any other documents required by the Scope of Work. Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed thirty (30) days of submitting an invoice to City for the SERVICES. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

CONSULTANT may employ qualified independent subcontractor(s) to assist CONSULTANT in the performance of SERVICES with CITY's prior written approval.

6. COMMENCEMENT OF WORK

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

7. PERFORMANCE TO SATISFACTION OF CITY

CONSULTANT agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified.

8. COMPLIANCE WITH LAW

All SERVICES rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal Law.

(A). CONSULTANT is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. CONSULTANT shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the CONSULTANT and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the

CONSULTANT and all subconsultants performing such services must be registered with the Department of Industrial Relations. CONSULTANT shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

9. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's office during the contract period and thereafter for five years from the date of final payment.

10. OWNERSHIP OF DATA

All data, designs, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

11. TERM OF CONTRACT

The term of this Agreement shall be from the effective date of this Agreement to December 31, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon notice from the City.

12. TERMINATION

This contract may be terminated by the CITY with or without cause upon fourteen (14) days written notice to the CONSULTANT. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

13. ASSIGNABILITY

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

14. AMENDMENT

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

15. NON-SOLICITATION CLAUSE

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

16. INDEMNITY

CONSULTANT shall indemnify and save harmless CITY, its elected and appointed officers and employees from all claims, damages, suits, cost or actions of every name, kind or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of CONSULTANT, its officers, agents, employees and/or servants in connection with this AGREEMENT.

CITY shall indemnify and save harmless CONSULTANT, its officers, agents, employees, and servants from all claims, damages, suits, costs or actions of every name, kind, or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of the CONSULTANT, its officers, agents, employees, and/or servants in connection with this AGREEMENT.

If CONSULTANT should subcontract all or any portion of the SERVICES to be performed under this AGREEMENT, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the term of the preceding paragraph. This section shall survive termination or expiration of this AGREEMENT.

17. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 16 - Indemnity, CONSULTANT shall not begin work under this AGREEMENT until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this AGREEMENT, and shall be maintained throughout the term of this AGREEMENT. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of \$300,000 for property damage, \$300,000 for injury to one person/single occurrence, and \$300,000 for injury to more than one person/single occurrence.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from

CONSULTANT'S actions under this AGREEMENT, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than \$500,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. CONSULTANT shall require all subcontractors who are hired by CONSULTANT to perform the SERVICES and who have employees to similarly obtain Worker's Compensation Insurance for all of the subcontractor's employees.

iv. Professional Liability Insurance for CONSULTANT that at a minimum covers professional misconduct or lack of the requisite skill required for the performances of SERVICES in an amount of not less than \$500,000 per occurrence.

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

C. Additional Insured. City, its elected and appointed officers and employees shall be named as additional insured on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) and (ii) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this AGREEMENT, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the AGREEMENT. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this AGREEMENT or procure or renew such insurance, and pay any premiums therefore at CONSULTANT'S expense.

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

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

performance of this AGREEMENT, no person having any such interest shall be employed.

20. INDEPENDENT CONTRACTOR

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

21. ENTIRE AGREEMENT OF THE PARTIES

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

22. NOTICES.

All written notices required by, or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; the parties to this AGREEMENT shall promptly inform the other party of any change of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this AGREEMENT is as follows:

CITY: City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

CONSULTANT: Richie-Bray, Inc.
904 Silver Spur Rd., #395
Rolling Hills Estates, CA 90274

23. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date and year first above written.

CITY OF ROLLING HILLS

CONSULTANT

CITY MANAGER

DATE: _____

DATE: _____

ATTEST:

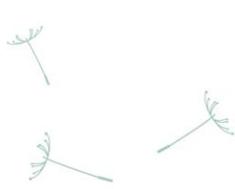
CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN, CITY ATTORNEY

Exhibit A

Scope of Work and Cost



PROPOSAL FOR ADDITIONAL LANDSCAPE SERVICES

June 14, 2023

CLIENT/OWNER Rolling Hills Homes Association/
 City of Rolling Hills
 1 Portuguese Bend Road,
 Rolling Hills, CA 90274

PROJECT SITE Rolling Hills Community Tennis Court
 2 Portuguese Bend Road,
 Rolling Hills, CA 90274

ESTIMATED DESIGN FEE:

Submittals **\$ 3,200.00 - \$4,200.00**

- o Homes Association and City Submittal
 - o Materials – update existing materials.
 - o Planting – Modify existing site planting layout
 - o Lighting – Fixture types, location plan

Landscape Irrigation Plan **\$ 1,200.00-\$1,800.00**

- o Irrigation Plan and detail sheet
 WELO/Calculations and zones not included.
 Soils Management not included.

Fuel Modification Submittal Package

- o Landscape Planting Plans – Update existing package. **\$Not included**
- o New Zone layout and requirements
- o Update Planting Plans

Retainer (Item C) **\$1,000.00**

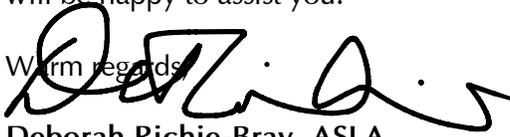
COMPENSATION AND PAYMENTS

All work is billed at an hourly rate. Cost estimate may change due to actual project time and requirements. Additional Services will also be billed at an hourly rate as outlined below:

Landscape Architect \$275.00 Designer/Cad \$ 95.00
Draftsperson/Assistant \$85.00 Support Staff \$ 45.00

Thank you for your consideration of this proposal. If it meets with your approval, please sign and date below. Undersigned also agrees to the appendix "A" attached. Return a signed copy with the retainer to **Richie-Bray, Inc 904 Silver Spur Rd #395, Rolling Hills Estates, CA 90274.**

If you have any questions or concerns, please call our office at 310-377-5868/310-995-8825 CELL and we will be happy to assist you.

Warm regards,

Deborah Richie-Bray, ASLA
 Landscape Architect
 California #4467

Client Signature:	Date:



APPENDIX "A"

Additional Services \$ additional hourly (TBD)

Services may vary by client request and/or project requirement. May include:

- Additional Submittals (Homeowners association, Planning Department, Fire Dept. etc.)
- Construction details
- Lot coverage calculations
- Master Plan Revisions / Detail Revisions
- Admin / Coordination
- 3D renderings are additional services.

Landscape Plans

Based on Client's approved engineering documents prepared by Bolton engineering 5/22/2023, we will prepare:

Hardscape Materials Plan: Material selection and location plan. Detailed construction documents may or may not be needed for all elements. Structural and/or Civil engineers may be required for walls.

Landscape Architect is not responsible for any material, quality, color or guarantees.

Landscape Planting Plan: Landscape Planting Plan will identify the plant material, location, and name. Plant list will include botanical names, common names, size, and recommendations. Plans can be signed and stamped for submittal if required and be at a point that the landscape Contractor can responsibly bid on new plantings. Grading and drainage plans will be required by Civil, soils Eng. by others. Drainage and grading plans are not included in this agreement.

Lighting: Lighting plans will identify the location and the fixture type. Plans may need to be developed further if required by the city building department for submittal. Lighting Plans will need to be further developed by an electrical consultant. The lighting consultant is responsible for establishing lighting electric controls and electric loads. Landscape Architect will coordinate with lighting consultant to achieve the design intent for the mood and look. Landscape Architect assumes no responsibility for the electrical control system but will work with lighting consultant to direct design intent.

Irrigation Plan – Irrigation Head layout and details for system

Water Efficient Landscape Ordinance Compliance - Full WELO Not included.

City and state laws may require project compliance with the Water Efficient Landscape Ordinance. , WUCOLS calculations, Hydrozone Plan and order basic Soil Management Report.

Soil's report submittal fees will be separate cost from Lab to Owner.

Fuel Modification Plan

Fuel Modification submittal document– will be required for building permits. **Not included.**

Requirements:

- Existing Tree and Demo Plan: Plan to identify existing trees and plants that require removal and/or relocation if required.
- Photo study of existing plants, hardscape, and buildings
- Maintenance recommendations/requirements
- Planting plan for FM department- Planting Plan that will meet fire department code requirements; schedule includes plants, water requirements and FM zones

Building permits are to be obtained by other. – **Not included.**

A. Reimbursable Expenses are subject to a multiple of 1.25 including but not limited to, reproduction, postage (including overnight and next day packages), handling of documents, long distance and facsimile charges, authorized



travel. Reimbursable Expenses also include outdoor patio and pool furniture, BBQ equipment, material selection, pots, accessories, / purchase are subject to a multiple of 1.25. Site visits will be billed by the hour at a minimum of 2 hours. Proposal does not include any consultant fees that may be required to carry out works outside the above scope (i.e. soil, electrical, etc.). All base, surveys and existing reference materials will be provided by Owner. Any permits required will be by Owner. All meetings will be billed at an additional hourly rate.

B. Landscape Architect shall bill Client on a monthly basis on a percentage of work completed. Invoices are payable upon receipt and is past due thirty (30) days from invoice date. Landscape Architect reserves the right to withhold delivery of services if payment is not received or if account is overdue. Any additional services and reimbursable expenses will be billed at time of invoices. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

LIMITED CONSTRUCTION PHASE SERVICES

A. Notwithstanding any other terms in this Agreement, Landscape Architect shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans.

B. Construction-phase services will be provided to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. Landscape Architect maintains the right but not the duty to recommend that Client reject work that does not appear to conform generally to the plans. Landscape Architect shall have no liability for recommendations made in good faith.

ESTIMATED SCHEDULE AND PROJECT BUDGET

A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. Complete site survey required before concept design can begin.

B. Client acknowledges that significant changes to the Project schedule, budget, or the Project's scope may require Additional Services of Landscape Architect.

TERMINATION

A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of service or termination due to nonpayment. All completed deliverables will be given to client upon final payment.

OWNERSHIP OF DOCUMENTS

A. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect and these documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including the copyright in its documents.

B. Landscape Architect reserves the right to include representations of the Project in its promotional and professional materials.

California Board of Landscape Architects

LANDSCAPE ARCHITECTS ARE REGULATED BY THE CALIFORNIA BOARD OF LANDSCAPE ARCHITECTS. ANY QUESTIONS CONCERNING A LANDSCAPE ARCHITECT MAY BE REFERRED TO THE BOARD AT:

BOARD OF LANDSCAPE ARCHITECTS, 400 R STREET, SUITE 4020, SACRAMENTO, CA 95814, TELEPHONE: (916)445-4954

EXPIRATION OF PROPOSAL

If this agreement is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void.

THE UNDERSIGNED CERTIFY THAT THE TERMS OF THIS AGREEMENT HAVE BEEN READ AND FULLY UNDERSTAND THE PROVISIONS STATED THEREIN AND AGREED TO THE SAME.

PLANTING DESIGN

904 Silver Spur Rd #395
Rolling Hills Estates, CA 90274

LANDSCAPE ARCHITECTURE

310-377-5868
310-995-8825 cell

DESIGN CONSULTAION

www.richie-bray.com
CA, TN, AND KY



Deborah Richie-Bray, ASLA
Landscape Architect
California #4467

Client Signature:	Date:



Agenda Item No.: 8.I
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH THE ROLLING HILLS COMMUNITY ASSOCIATION MAINTAINING THE CURRENT LEASE AMOUNT OF \$5,749.25 PER MONTH

DATE: July 10, 2023

BACKGROUND:

The offices of the City of Rolling Hills and the Rolling Hills Community Association (RHCA) co-locate on the City Hall campus. The campus is owned by the City of Rolling Hills and to occupy the space on the campus, the terms of the shared space have historically been defined by a lease agreement. Additionally, historically the lease agreement discussed the use of the other city owned properties in the community (riding rings, Storm Hill Park, and tennis courts).

The current lease agreement with the RHCA was executed in 2018 for a ten-year term to 2028. Via the lease agreement, the RHCA agreed to pay the city rent for the use of the RHCA building on the City Hall campus. In 2018, the monthly rent was \$6,998.

In 2020, the monthly rent was reduced to \$5,749.25 for the period between July 1, 2020 to June 30, 2023 by the way of the first amendment to the 2018 lease agreement. Additionally, paragraph 8 of the 2018 lease agreement was modified speaking to the requirement that traffic control devices including pavement markings and striping altered by the RHCA must be restored by the RHCA. Prior to 2020, and prior to the addition of this provision in the lease agreement, the city addressed traffic control needs within the limits of the city. While there was a reduction in revenue to the city, there was also a savings in expenditures relating to traffic control devices.

In May 2023, RHCA Manager Kristen Raig contacted staff and inquired if the city wanted to continue with the changes made to the lease agreement in 2020.

At the June 26, 2023, City Council meeting, the Council approved staff's recommendation to continue charging the RHCA \$5,749.25 in rent per month during the remainder term of the

lease agreement term and to draft a second amendment to the lease agreement.

DISCUSSION:

None.

FISCAL IMPACT:

The difference between a monthly rent of \$6,998 and \$5,749.25 is \$1,248.74 per month or \$14,985 over a twelve-month period.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[CA_AGR_230710_RHCA_LeaseAmendment02.pdf](#)

[RHCA 2018-2028_SignedAgreement.pdf](#)

[CA_AGR_200717_FirstAmendment_RoadStriping_E.pdf](#)

CITY OF ROLLING HILLS

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to the Lease Agreement (“Second Amendment”) is made and executed as of this 10th day of July, 2023, 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. In 2020, the City and Association amended the Lease to reduce the rent to \$5,749.25 per month for the period between July 1, 2020 to June 30, 2023.
- 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: \$5,749.25 per month.

2. Paragraph 4 (Rent) shall be amended to read as follows:

4. RENT. 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: \$5,749.25 per month.

3. All terms and conditions of the Agreement not amended by the First Amendment or this Second Amendment will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

CITY OF ROLLING HILLS

Pat Wilson,
MAYOR

ATTEST:

City Clerk

ROLLING HILLS COMMUNITY
ASSOCIATION

Ty Bobit,
PRESIDENT

CITY OF ROLLING HILLS

LEASE AGREEMENT

This Lease ("Lease") is made and executed as of this 14th 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) Lease Term: 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. PREMISES. 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. **TERM.** 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. **RENT.** 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. **USE OF PREMISES.**
 - (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. **ALTERATIONS.** 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.

9. 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;
 - i. 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. **LIENS.** 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. **UTILITIES.** 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.

16. 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 petition-in-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.

- (vii) In the event of any default by Association, City may promptly or at 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.

- (a) Association acknowledges that the Premises are uniquely beneficial to the 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. ESTOPPEL CERTIFICATES. 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. INTEREST ON PAST DUE OBLIGATIONS. 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. CITY'S DEFAULTS. 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. **HOLDING OVER.** 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.

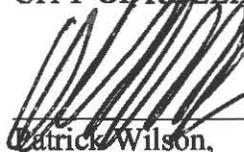
27. MISCELLANEOUS.

- (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



Patrick Wilson,
MAYOR

ATTEST:



Yvette Hall,
City Clerk

ROLLING HILLS COMMUNITY
ASSOCIATION OF RANCHO PALOS
VERDES



PRESIDENT

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 17 day of July, 2020, 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. RENT. 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.

- (a) 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. 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.

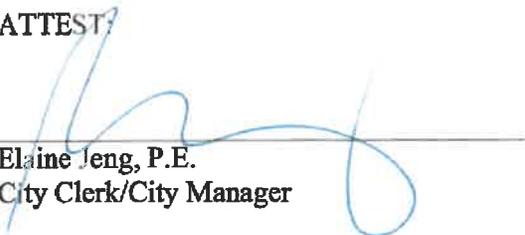
3. All terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

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



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.J
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PREPARE A GRANT APPLICATION FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM FOR ADDITIONAL FIRE FUEL ABATEMENT IN ROLLING HILLS; APPROVE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. TO PREPARE THE GRANT APPLICATION FOR A NOT-TO-EXCEED AMOUNT OF \$30,470; AND ADOPT BY RESOLUTION NO. 1345 AUTHORIZING A BUDGET MODIFICATION OF \$30,470.

DATE: July 10, 2023

BACKGROUND:

In 2020, the Federal Emergency Management Agency (FEMA) awarded the City with \$1M from the Hazard Mitigation Grant Program (HMGP) for the creation of defensible space/fuel breaks. The project was divided into two phases and the first phase of the project was completed in February 2022. FEMA is currently reviewing the environmental assessment completed in Phase 1 before releasing funds for Phase 2 to remove fire fuel.

At the March 27, 2023 City Council meeting, staff reported to the City Council that another round of HMGP funds were made available by FEMA through the California Governor's Office of Emergency Services (CalOES). The Los Angeles County Fire Department (LACFD) advised the City to continue seeking grant funds to perform similar work elsewhere in Rolling Hills to further mitigate wildfire risks. As advised by the LACFD, staff also reported to the City Council that grant writer services were being solicited in pursuit of additional grant monies for fuel abatement. The City Council supported staff's approach.

In 2019, MNS Engineers, Inc. (MNS) assisted the City in submitting two utility undergrounding projects through the FEMA HMGP. The City was successful in both applications and received nearly \$4M of grant funds for both projects.

Due to their familiarity with the HMGP requirements and the City of Rolling Hills, staff requested that MNS provide a proposal to prepare and submit a Notice of Intent (NOI) by

FEMA's stipulated deadline of May 10, 2023 and the full grant application if the NOI was selected to move forward in the process.

On April 24, 2023 the City Council approved a professional services agreement with MNS for a not-to-exceed amount of \$10,000 to prepare and submit the NOI.

The NOI was submitted prior to the May 10, 2023 deadline. CalOES reviewed the NOI's and then selected certain projects to move forward and submit a complete grant application for funding.

On May 31, 2023, the City received an approval from CalOES for the submitted NOI titled Rolling Hills Vegetation Management 2023 Project as an eligible HMGP activity. The Federal share request amount is \$3,049,875 and the required applicant match amount is \$1,016,625.

DISCUSSION:

The proposed wildfire and vegetation management project will reduce the risk of wildfire at three locations (Klondike, Willow, and Georgeff Canyons) within the Rolling Hills community by reducing fuel continuity, fire spread, and extreme fire behavior along these sites. The project will be phased and includes phase 1 to complete environmental clearance, and phase 2 to focus on vegetation removal. The NOI as submitted is attached.

On June 28, 2023, staff and MNS participated in a first round of Technical Assistance Calls with CalOES specific to this FEMA HMGP to discuss project scoping and benefit cost analysis as a precursor to preparation and submission of the subapplication that is due on August 4, 2023. CalOES will review between August 2023 and January 2024 and then submit to FEMA in January 2024 for further review.

The fee proposed by MNS to prepare the grant application by August 4, 2023 is \$30,470. If the City Council decides to engage MNS for service, MNS's Professional Services Agreement would be amended to include the scope.

FISCAL IMPACT:

The adopted Fiscal Year 2023-2024 budget does not include \$30,470 for a grant writer in account 01-01-890 and will require a budget amendment. Council action is required to amend the budget and increase budgeted appropriations by \$30,470 from available General Fund Reserves. The use of General Fund Reserves is consistent with City policy.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

- [GR_OES_230510_PA-00002235_CalOES_HMGP_NOI_Submission.pdf](#)
- [CA_AGR_230406_MNS-Engineers_GrantWriting_E.pdf](#)
- [CA_AGR_230710_MNS-Engineers_HMGP_SubApp_Amendment01.pdf](#)
- [ResolutionNo1345_MNS-Engineers_BudgetAmendment.pdf](#)

Cal OES - Hazard Mitigation Assistance

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PA-00002235

Information

Pre-App Number	PA-00002235	Owner	
First Name of Person Completing NOI	Christian	Last Name of Person Completing NOI	Horvath
Subapplicant Name (Entity)	Rolling Hills, City of	Subapplicant Type	City
EIN (For Private Non- Profits)		DUNS	018945170
FIPS	037-62602		

NOI Status

Application Status	Pending Review	Sub-Applicant Eligible	
Status Reason		Activity Eligible	

NOI Information

Subapplication Type	Project	Project Type	Wildfire & Vegetation Management
Hazard	Fire	HMA Program	HMGP

Address Information

Street Address	2 Portuguese Bend Road	County	Los Angeles
City	Rolling Hills	Region	Southern
State	CA	Zip Code	90274

Project/Plan Information

Project / Plan Title	Rolling Hills Vegetation Management 2023 Project	Brief Summary	This wildfire and vegetation management project will reduce the risk of wildfire at three locations (Klondike, Willow, and Georgeff Canyons) within the Rolling Hills community by reducing fuel continuity, fire spread, and extreme fire behavior along these sites. The project will be phased and includes phase 1 to complete environmental clearance, and phase 2 is vegetation removal.
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Activity Location 33°45'51"N 118°20'18"W

Project Duration (in Months) 36

Previous Subapplication Information

Subapplication previously submitted? No

Previously Submitted under this Program:

Project number of previous submission

Potential for Duplication of Programs

Another Federal entity has authority? No

If yes, identify the Federal Entity

Work Started/Authority

Physical project work already started? No

Description of work started/completed

Subapplicant is responsible for asset? Yes

Entity Responsible For Operation

Feasibility

Independent mitigation activity? Yes

Mitigation is dependent on

Planning studies or feasibility reports? Yes

If yes, what is available? Los Angeles County Fire Department Site Assessment

Design documents for this project? No

If yes, what is available?

Is activity repair or maintenance? No

Is there increased level of protection?

Problem Statement

Describe the problem to be mitigated

The City of Rolling Hills is designated as a Very High Fire Hazard Severity Zone (VHFHSZ) by the California State Fire Marshall. The City has historically been subject to fires/wildfires threatening loss of life and property, and with the City's aging population and lack of dual street egress, the loss of life risk is increased. The City abutts more than three (3) miles of wildland-urban interface (WUI), where the undeveloped wildland and vegetative fuels meet homeowners' properties, both in the nature reserve and the steep-slope canyons that run through the incorporated land. Many of the homes in Rolling Hills are located at the top of ridgelines with canyon drainages below. Canyons have large amounts of untreated vegetation that can threaten homes during a wildfire. According to the Society of American Foresters, the WUI zones have the most "tremendous risks to life, property, and infrastructure... and is one of the most dangerous and complicated situations firefighters face."

The most recent fire in Rolling Hills was in October 2018. The small fire erupted when an animal scurried along the above ground electrical line and touched the transformer. The transformer blew up and the pole caught on fire. At the same time, a spark fell to the ground and the vegetation and fence adjacent to the pole caught fire. A wildfire occurred between August 27-28, 2009, and burned through approximately 230 total acres. The fire is believed to have originated from wildlife interference and exacerbated by wind at the Portuguese Bend Nature Reserve in Rancho Palos Verdes where 165 acres were charred. The remaining 65 were burned in Rolling Hills. Dozens of homes were threatened and approximately 1,200 residents were forced to evacuate.

The City recognizes the severity of its vulnerability to fire and has developed a number of community fire mitigation tactics, such as: policies that require property owners to create a defensible space around their home, fire-safe roofing requirements, city-wide smoking ban, educational information on the City's website, and monthly electronic newsletter (posted to the City's website and mailed) keeping all residents updated on fire hazards and mitigation guidelines.

Between December 2020 and February 2021, the Los Angeles County Fire Department (LACOFD) conducted site visits in Rolling Hills to determine priority locations for vegetation management in the canyons. LACOFD assessed 11 canyons and prioritized based on directional winds.

Solution Description

What is the mitigation action?

The proposed Rolling Hills Vegetation Management 2023 Project will take place within city limits, in a community with 685 homes and 1,960 residents. The Project will target 3 canyons in the city and anticipates reducing fuel by 50% - 70% tonnage per acre in the targeted area creating a defensible space in case of a damaging wildland fire. The proposed method to remove hazardous fuels from the environment and create defensible space are: 1) Mechanical treatments using machine activities designed to change the size and arrangement of the biomass. These treatment methods include thinning, chipping, and pruning of lower tree branches. 2) Goats –Used for fuel load reduction in dense understory and utilized in areas too rugged for mechanized equipment. This technique takes time but includes returning goats to the identified sites for up to 4 years.

The City will contract with both a fire mitigation specialist through the local Fire Department and a vegetation management/erosion control-specialized contractor to lead the mitigation and will make every effort to reach out to the small, disadvantaged, and veteran business community with its bid process. Each bidder will be asked to propose the best type(s) of mitigation, vegetation management, and erosion control.

The following is the expected high-level Scope of Work and includes:

- 1) Work with the City's designated Project Manager(s), local and regional fire officials, local representatives of the USFS and BLM (as applicable), and the Rolling Hills Community Association (RHCA)
- 2) Attend regular coordination meetings and provide Project updates
- 3) Identification of the best type(s) of vegetation management based on the topography and geography of the area to be mitigated
- 4) Determine the sites within the 3 canyons a highest fire risk
- 5) Prepare a draft action, SOW, design plan and implementation.

Once above tasks have been completed, the contractor will implement the design and action plan.

Protection From Future Natural Hazards

The City of Rolling Hills sits on hilly land on the Palos Verdes Peninsula bordered by the cities of Rancho Palos Verdes and Rolling Hills Estates, and the Portuguese Bend Reserve. The topography and geography of the City and the Wildland-Urban Interface (WUI) make it especially vulnerable to fires. Klondike Canyon is at-risk from wind driven fires originating from the southwest. Georgeff and Willow Canyons would be at-risk from wind driven fires originating from northeast winds. The terrain is characterized by chaparral-filled steep slope canyons running throughout, the Reserve (which is in a natural state with highly combustible fire fuel/dead vegetation) heavily landscaped properties, and tree-lined streets. Fire danger in the City is most critical during the late summer and fall months, especially when Santa Ana weather conditions prevail. Plant fuels posing the greatest threat during this period will be those located on the south-facing slopes. After the project is complete, the City intends to partner with the Palos Verdes Peninsula Land Conservancy to ensure the defensible space is managed.

Some properties have extended the clearance from their fence line down mid-slope into the canyon below. This project could set the example for other property owners to continue fuels reduction in these canyons. Properties continue clearance mid-slope down into the canyon with homes above and target vegetation for removal with spacing in mind by removing fuel continuously. Some of the canyons do have access to mechanical equipment and to chip removed materials. Larger brush in the canyons could be trimmed up and ladder fuels removed. The expected outcome of this project will help slow the spread of fire, reduce flame lengths, lower amount of ember cast, and reduce fire intensity in case of wildfire. This project allows for better defensible space of structures and allow firefighters opportunities to aggressively suppress wildland fire with ground and air resources.

Implementation Plan For Mitigation

The Project will be managed by Elaine Jeng, City Manager. Ms. Jeng will receive support from John Signo, Planning and Community Services Director, and Christian Horvath, Executive Assistant to the City Manager. Mr. Signo and Mr. Horvath's roles will be to conduct public outreach, competitively solicit the services of consultants and contractors to complete the project. The environmental assessment for the project is expected to be performed by a third party consultant. The vegetation management work is expected to be performed by third party contractors. The purchase of equipment will be performed by in-house personnel.

Phase Determination

Is (are all) Project Site(s) identified?	Yes	What is the percentage level of design?	0%
Is this project phased?	Yes		

Benefit Cost Analysis

Do you have documented past damage/loss?	Yes	If yes, what is available?	Fire Suppression Costs Buildings Protected by Defensible Space Value of Infrastructure
Do you have data on the extent of risk?	Yes	If yes, what is available?	Los Angeles County Fire Department Assessment of Priority Sites December 2020-February 2021

Activity Cost

Total Activity Cost	\$4,066,500.00	Non-Federal Cost Share	\$1,016,625.00
Federal Request Share	\$3,049,875.00	Percentage of Subapplicant Match	25.0%
Percentage of Federal Request Share	75.0%	Source of subapplicant match	City General Fund

Local Hazard Mitigation Plan Information

Does your entity have an active LHMP?	Yes	LHMP Approval Date	3/7/2019
LHMP Development Status	Adopted	Activity in Mitigation Plan	Yes
Created By	Christian Horvath, 5/9/2023, 8:28 AM	Last Modified By	Christian Horvath, 5/10/2023, 9:28 AM

Contact Roles**CR-00008595**

Contact **Christian Horvath**
 Role **Primary Contact**
 Type **Primary**

CR-00008596

Contact **Elaine Jeng**
 Role **Primary Contact; Responsible Representative**
 Type **Primary**

**PROFESSIONAL SERVICES AGREEMENT
GRANT WRITING SERVICES IN CONJUNCTION WITH HAZARD MITIGATION-
WILDFIRE FUEL BREAKS**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of this 31th day of March, 2023 by and between the **CITY OF ROLLING HILLS** ("City") and **MNS ENGINEERS, INC.**, with principal offices at 100 E. Thousand Oaks Boulevard, Suite 105, Thousand Oaks CA, 91360, hereinafter referred ("Consultant").

RECITALS

A. The City does not have the personnel able and available to perform the services required under this Agreement.

B. The City desires to retain the services of Consultant to assist and provide expertise regarding grant writing services in conjunction with the Hazard Mitigation Grant Program ("HMGP"). Specifically, the CONSULTANT will assist the CITY with the preparation of a HMGP Notice of Interest related to funding for a wildfire fuel break hazard mitigation project and engagement with the California Governor's Office of Emergency Service ("CAL OES") during the process.

C. Consultant warrants to the City that it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

1. **Scope of Services.** Consultant shall furnish all materials and perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A.

2. **Compensation.** Compensation shall not exceed ten thousand, six hundred and ten dollars (\$10,610) for all services rendered, and City need not incur nine thousand and seven hundred dollars (\$9,700.00) worth of services. Consultant shall submit to the City, by no later than the 10th day of each month, its invoice for services describing the services, time spent on the services, and the date services were performed and itemizing the fees incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's invoice within 30 days after it is received.

3. **Term and Termination.** The term of this Agreement shall commence upon full execution and terminate after one year of such execution unless extended by mutual written agreement of the parties. City may terminate this Agreement at any time, with or without cause. In such event, Consultant shall be compensated for work satisfactorily accomplished up to the time of termination.

4. **Insurance.** Consultant shall, at Consultant's expense, obtain and keep in force during the term of this Agreement, the following policies of insurance that covers Consultant in connection with the performance of work under this Agreement:

A. Consultant shall maintain and deliver to the City copies of their Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000. Such insurance shall (a) name City of Rolling Hills and its appointed and elected officials, officers, employees, and agents as additional insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City.

B. Consultant shall maintain and deliver to City Copies of Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Consultant shall maintain Workers' Compensation Insurance covering their employees for injuries arising out of and in the course of their employment with limits of not less than \$1,000,000 per accident. Consultant shall provide copies of said policies of Certificate of Insurance.

D. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. City, at its sole option, may forthwith terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

5. **Indemnity.** Notwithstanding the existence of insurance coverage required of Consultant pursuant to this Agreement, Consultant shall save, keep, indemnify, hold harmless, and defend City and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance by Consultant, its officers, agents or employees, including, but not limited to, its subcontractors (hereinafter collectively "Consultant"), of the work required pursuant to this Agreement, occasioned by any alleged or actual negligence or wrongful act or omission by the Consultant, including any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance by Consultant of the work hereunder of any article or material supplied or installed pursuant to this Agreement.

A. Consultant will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection herewith;

B. Consultant will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, penalties, obligations or liabilities; and,

C. In the event City, its officers, agents or employees are made a part to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of Consultant hereunder, Consultant agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers, agents of employees in such action or proceeding, including by not limited to, reasonable attorneys' fees.

6. **Personnel.** Consultant shall provide at all times sufficient personnel with the skills and experience necessary to perform the various activities for the full performance of this work. All personnel provided for the performance of this Agreement shall be employees of the Consultant and Consultant shall assume payment of all wages, taxes and all other employee costs, unless otherwise provided. Consultant shall hold harmless, indemnify and defend the customer against any liability or assessment connected with violations of Federal Statutes pertaining to alien/citizen status. On-site personnel shall wear identifiable company uniforms including shirts, jackets, and caps, as necessary.

7. **Work Schedule.** Consultant shall perform the work at times to be determined by the City.

8. **Licenses and Permits.** Consultant shall maintain all necessary license and shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

9. **Taxes.** Consultant agrees to pay all applicable taxes, including sales tax on material supplies where applicable.

10. **General Requirements.** Consultant shall comply with all City, State and Federal laws in the performance of its services.

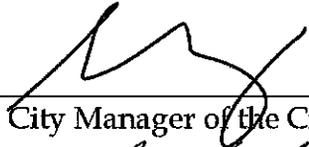
11. **Assignment.** This Agreement is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

12. **Attorney's Fees.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

13. **Non-discrimination.** Consultant shall not discriminate in the hiring of employees or in the employment of subcontractors on any basis prohibited by law.

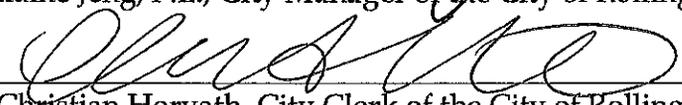
14. **Independent Contractor.** Consultant is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the

CITY:



Elaine Jeng, P.E., City Manager of the City of Rolling Hills

Attested:



Christian Horvath, City Clerk of the City of Rolling Hills

Date: 3/31/2023

Project Understanding

MNS Engineers (MNS) understands the City of Rolling Hills (City) is seeking consultant support to provide grant writing services for preparing a Hazard Mitigation Grant Program (HMGP) Notice of Interest (NOI) and subapplication. MNS understands the City is in a high-risk Fire Hazard Severity Zone as identified by Cal Fire. The City has successfully secured funding in 2019 to construct wildfire fuel break project along open space areas adjacent to roadways within the City. The City is seeking to expand the development of fuel break spaces in additional areas of the City and fund their development with another HMGP grant. Locations for additional planned fuel breaks have been determined through analytical work and a report recently prepared by the Los Angeles County Fire Department (LACFD).

Project Approach/Scope of Work

The MNS approach to grant writing is to establish a mutual understanding between the MNS grant writing team and City staff on committed collaboration in the development of the grant application. The grant pursuit needs to be made a priority among all involved up to the submittal deadline and beyond. A successful, quality grant writing product depends on a team approach between MNS and City staff such that MNS staff acts as an extension of City staff for the duration of the grant application development and subsequent activities related to the grant pursuit.

MNS will work closely and efficiently with City staff and stakeholders to collect and utilize the most up to date and readily available information and data necessary to formulate the application package in order to match it with the Project's funding requirements. MNS will work closely with City representatives and stakeholders to confirm the basic messaging in the narrative of the grant application.

STAGE A – NOTICE OF INTEREST

TASK A1 – PROJECT MANAGEMENT

MNS will act as the coordinating point for the development of the grant application under the direction of City staff. The MNS Project Manager (PM) will maintain a project file in which all project documents including draft and final application materials and attachments will be stored. The MNS PM will be responsible for budget control and overall guidance and supervision of project delivery. The MNS PM will hold a virtual kickoff meeting with City leadership and staff to discuss the development of a project scope. Additional meetings with City may occur during the progress project scoping and grant writing. MNS will hold internal progress check-in meetings to ensure progress on task assignments. MNS will interact, as needed, with CAL OES staff to clarify content requirements of the application and convey questions to the CAL OES staff either posed by MNS or City staff.



Deliverables. Agenda, meeting minutes, email reports to City staff on MNS communications with CAL OES staff.

TASK A2 – DATA GATHERING, RESEARCH, AND PROJECT SCOPE DEVELOPMENT

MNS will request City staff to provide information relevant to the project that is known to be available and useful in furthering the development of the project scope. The request for information will be prepared as a matrix of items submitted by email to which the City can respond. MNS will independently research information for responding to content requirements of the NOI and subapplication. MNS will develop a project scope description and an opinion of probable cost (engineer's estimate) for use in the NOI.



Deliverable. Information request matrix. Tabulation of collected information for use as source material in the NOI. Project scope description, opinion of probable cost.

TASK A3 – MEETINGS AND PRE-SUBMITTAL COMMUNICATIONS WITH CAL OES

Early communications with CAL OES are critical to determining the viability of submitting a NOI and subapplication. Interpretations of the quality of hazard mitigation projects in conjunction with CAL OES priorities is essential to determining decisions to move forward with both the NOI and subapplication stages of the HMGP process. MNS will arrange an initial meeting with CAL OES staff to discuss presently known details and objectives of the project proposal and obtain feedback from CAL OES on additional elements to address in the NOI. Submittal of the NOI typically generates questions and information requests from CAL OES to which MNS and the City will respond and further determine if the City should proceed to the subapplication stage. This incremental approach will determine if the process proceeds or stops before additional work commences.



Deliverable. Notes on meetings with CAL OES.

TASK A4 – NOTICE OF INTEREST

MNS will work with City staff to refine the project scope to conform with the HMGP NOI requirements. The MNS/City team will collaborate on developing the project description, location, and other content requirements for inclusion in the NOI. MNS will submit the NOI via the Engage Cal OES Portal. Specific components of the NOI include the following:

- 4.1 - General Information
- 4.2 - Project Plan Information
- 4.3 - Problem Statement
- 4.4 - Solution Description
- 4.5 - Benefit-Cost Analysis



Although the Benefit-Cost Analysis (BCA) is not technically part of the NOI submittal, as it is part of the subapplication, CAL OES often requests proponents to conduct the analysis as a preliminary step to determine if the NOI should be submitted. The BCA will be conducted using the FEMA BCA software tool, Version 6.0 or newer. MNS staff is familiar and experienced with using the FEMA BCA software.



Deliverable. NOI with BCA.

 Grant Writing Services for City of Rolling Hills Hazard Mitigation Grant Program		MNS								Total MNS Hours	Total MNS Costs
		Project Manager	CAO Manager	Senior CADD Technician	Senior Grant Writer	Grant Writer	Grant Associate	Grant Assistant	Hourly Rate		
		\$260	\$200	\$160	\$180	\$170	\$150	\$130			
STAGE A (NOTICE OF INTEREST)											
Task A1 – Project Management											
A1.1 - Kickoff Meeting, Coordination Meetings, Project Oversight		2.0			1.0	1.0	1.0	1.0		6.0	\$1,150
									Subtotal Task A1.0	6.0	\$1,150
Task A2 – Data Gathering, Research, and Project Scope Development											
A2.1 - Data Gathering and Research						2.0	2.0	4.0		8.0	\$1,160
A2.2 - Project Scope Development		6.0								6.0	\$1,560
									Subtotal Task A2.0	14.0	\$2,720
Task A3 – Meetings and Pre-submittal Communications with Cal OES											
A3.1 - Meetings and Pre-submittal Communications with Cal OES		1.0			2.0					3.0	\$620
									Subtotal Task A3.0	3.0	\$620
Task A4 – Notice of Interest											
A4.1 - General Information					2.0					2.0	\$360
A4.2 - Project Plan Information					4.0					4.0	\$720
A4.3 - Problem Statement					5.0					5.0	\$900
A4.4 - Solution Description					5.0					5.0	\$900
A4.5 - Benefit-Cost Analysis		2.0				16.0				18.0	\$3,240
									Subtotal Task A4.0	34.0	\$6,120
Task A5 – Final Quality Assurance/Quality Control Review and Subapplication Submittal											
A5.1 - Final Quality Assurance/Quality Control Review and Application Submittal		1.0			1.0					2.0	\$440
									Subtotal Task A5.0	2.0	\$440
Task A6 – Post Submittal Communications with Cal OES and City											
A6.1 - Post Submittal Communications with Cal OES and City		1.0			2.0	1.0				4.0	\$790
									Subtotal Task A6.0	4.0	\$790
STAGE A (NOI) - PROPOSED FEE		Hours	11.0	0.0	0.0	19.0	19.0	3.0	5.0	57.0	
		Cost	\$2,860	\$0	\$0	\$3,420	\$3,230	\$450	\$650		\$10,610

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made and entered into this 10th day of July 2023 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the “CITY”), and MNS ENGINEERS, INC., with principal offices at 100 E. Thousand Oaks Boulevard, Suite 105, Thousand Oaks CA, 91360, (hereinafter the “CONSULTANT”).

RECITALS

A. On April 24, 2023, the City entered into a Professional Services Agreement with Consultant (“Agreement”) for the Consultant to prepare and submit a notice of intent (“NOI”) for grant funds for additional fire fuel abatement in Rolling Hills;

B. The Consultant consulted with City staff, drafted and submitted the City’s NOI.

B. On May 31, 2023, the City received a response from the California Governor’s Office of Emergency Services (“Cal OES”) that the City’s Hazard Mitigation Grant Program NOI was reviewed by Cal OES staff and determined to represent an eligible Hazard Mitigation Grant Program activity and stated that to continue the process, the City must submit its sub-application by August 4, 2023.

C. The Parties now desire to amend the Agreement to add to the scope of work, extend the term, and state the costs for the work provided by the Consultant (“First Amendment”).

F. Consultant is well qualified by reason of education, training, and experience; and

G. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

1. Section 1 “Scope of Services” of the Agreement is amended to read as follows:

“1. SCOPE OF SERVICES. Consultant shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit B to this First Amendment. To the extent Exhibit B conflicts with this Agreement or any amendment, this Agreement or amendment shall control.”

2. Section 2 “Compensation” of the Agreement is amended to read as follows:

“2. COMPENSATION. Compensation shall not exceed thirty thousand, four hundred and seventy dollars (\$30,470) for services rendered pursuant to Exhibit

B. Consultant shall submit to the City, by no later than the 10th day of each month, its invoice for services describing the services, time spent on the services, and the date services were performed and itemizing the fees incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's invoice within 30 days after it is received.

3 Paragraph 3 "Term and Termination" of the Agreement is amended to read as follows:

"3. Term and Termination. The term of this Agreement shall commence upon full execution and terminate after one year of execution of this First Amendment unless extended by mutual written agreement of the parties. City may terminate this Agreement at any time, with or without cause. In such event, Consultant shall be compensated for work satisfactorily accomplished up to the time of termination.

2. All terms and conditions of the Agreement not amended by the 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 July 10, 2022.

CITY OF ROLLING HILLS

MNS, ENGINEERING, INC.

Interim City Manager

Vice President, Government Services

DATE: _____

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN
CITY ATTORNEY

EXHIBIT B

July 5, 2023

City of Rolling Hills

Attention: Christian Horvath, City Clerk / Executive Assistant to the City Manager

2 Portuguese Bend Road

Rolling Hills, CA 90274

SUBJECT: Fee Proposal–Grant Writing Services. Hazard Mitigation Grant Program-Wildfire Fuel Breaks

Dear Mr. Horvath,

Thank you for the opportunity to provide grant writing services in conjunction with the Hazard Mitigation Grant Program (HMGP). MNS Engineers seeks to assist the City of Rolling Hills (City) with preparation of a HMGP a subapplication to secure funding for a wildfire fuel break hazard mitigation project. MNS will engage with the California Governor's Office of Emergency Services (CAL OES) throughout the process of subapplication development.

Enclosed is our fee proposal to provide these services for a total fee of \$30,470. We look forward to working with the City and helping deliver a successful HMGP subapplication.

Sincerely,

MNS Engineers, Inc.**Greg Jaquez, PE****Principal Project Manager***Government Services Division**323.484.5737 DIRECT**gjaquez@mnsengineers.com**Enclosed: Grant Writing Fee Proposal
GAJ*

Project Understanding

MNS Engineers (MNS) understands the City of Rolling Hills (City) is seeking consultant support to provide grant writing services for preparing a Hazard Mitigation Grant Program (HMGP) subapplication. MNS understands the City is in a high-risk Fire Hazard Severity Zone as identified by Cal Fire. The City has successfully secured funding in 2019 to construct wildfire fuel break project along open space areas adjacent to roadways within the City. The City is seeking to expand the development of fuel break spaces in additional areas of the City and fund their development with another HMGP grant. Locations for additional planned fuel breaks have been determined through analytical work and a report recently prepared the by the Los Angeles County Fire Department (LACFD).

Project Approach/Scope of Work

The MNS approach to grant writing is to establish a mutual understanding between the MNS grant writing team and City staff on committed collaboration in the development of the grant application. The grant pursuit needs to be made a priority among all involved up to the submittal deadline and beyond. A successful, quality grant writing product depends on a team approach between MNS and City staff such that MNS staff acts as an extension of City staff for the duration of the grant application development and subsequent activities related to the grant pursuit.

MNS will work closely and efficiently with City staff and stakeholders to collect and utilize the most up to date and readily available information and data necessary to formulate the application package in order to match it with the Project's funding requirements. MNS will work closely with City representatives and stakeholders to confirm the basic messaging in the narrative of the grant application.

This grant writing effort will be delivered through completion of a HMGP Subapplication.

TASK 1 – PROJECT MANAGEMENT

MNS will act as the coordinating point for the development of the grant application under the direction of City staff. The MNS Project Manager (PM) will maintain a project file in which all project documents including draft and final application materials and attachments will be stored. The MNS PM will be responsible for budget control and overall guidance and supervision of project delivery. The MNS PM will hold a virtual kickoff meeting with City leadership and staff to discuss the development of a project scope. Additional meetings with City may occur during the progress project scoping and grant writing. MNS will hold internal progress check-in meetings to ensure progress on task assignments. MNS will interact, as needed, with CAL OES staff to clarify content requirements of the application and convey questions to the CAL OES staff either posed by MNS or City staff.



Deliverables. Agenda, meeting minutes, email reports to City staff on MNS communications with CAL OES staff.

TASK 2 – DATA GATHERING, RESEARCH, AND PROJECT SCOPE DEVELOPMENT

MNS will request City staff to provide information relevant to the project that is known to be available and useful in furthering the development of the project scope. The request for information will be prepared as a

matrix of items submitted by email to which the City can respond. MNS will independently research information for responding to content requirements of the NOI and subapplication. MNS will develop a project scope description, CADD-generated concept plans and cross-sections, and an opinion of probable cost (engineer's estimate) for use in the subapplication.



Deliverable. Information request matrix. Tabulation of collected information for use as source material in the NOI. Project scope description, opinion of probable cost.

TASK 3 – MEETINGS AND PRE-SUBMITTAL COMMUNICATIONS WITH CAL OES

Open communications with CAL OES are critical to the development of a subapplication. Interpretations of the quality of hazard mitigation projects in conjunction with CAL OES priorities is essential to determining decisions to move forward with the subapplication stage of the HMGP process. MNS will arrange any necessary meetings with CAL OES staff to discuss presently known details and objectives of the project proposal and obtain feedback from CAL OES on additional elements to address in the subapplication.



Deliverable. Notes on meetings with CAL OES.

TASK 4 – SUBAPPLICATION PREPARATION

Information will be drawn from collected documents, project scoping and cost estimation, and continued collaboration to prepare the subapplication. Specific components of the subapplication include the following:

- 4.1 - HMGP Project Subapplication Form
 - 4.1.01 - Supapplicant Information
 - 4.1.02 - Local Hazard Mitigation Plan Information
 - 4.1.03 - Community Information
 - 4.1.04 - Project Information
 - 4.1.05 - Work Schedule Information
 - 4.1.06 - Cost Estimate Information
 - 4.1.07 - Benefit/Cost Effectiveness Information
 - 4.1.08 - Maintenance Assurance Information
 - 4.1.09 - National Flood Insurance Program (NFIP)
 - 4.1.10 - Environmental Information
 - 4.1.11 - Project Conditions
 - 4.1.12 - Authorization
- 4.2 - HMGP Project Subapplication Supporting Documents
 - 4.2.01 - Scope of Work
 - 4.2.02 - Design Plans (N/A)

- 4.2.03 - Studies (N/A)
- 4.2.04 - Maps
- 4.2.05 - Photos
- 4.2.06 - Schedule
- 4.2.07 - Cost Estimate Spreadsheet
- 4.2.08 - Local Match Commitment Letter
- 4.2.09 - BCA Report
- 4.2.10 - Project Maintenance Letter
- 4.2.11 - FEMA's Site Information, Environmental Review, and Checklist
- 4.2.12 - Subrecipient Grants Management Assessment Form
- 4.2.13 - Additional Supporting Documentation



Deliverable. Completed Subapplication.

TASK 5.0 – FINAL QA/QC AND SUBMITTAL

Throughout the development of the subapplication components, the MNS PM will provide ongoing quality assurance/quality control (QA/QC) review of the grant writing deliverables. A Draft Final version of the application will be provided to City staff for review and comment. Upon completion and assemblage of the final grant application deliverable, the MNS grant writing team will submit the application to CAL OES via the Engage Cal OES Portal.



Deliverable. Completed Final Project Subapplication and Receipt of Submittal from CAL OES.

TASK 6.0 – POST SUBMITTAL COMMUNICATIONS WITH CAL OES

CAL OES may contact the City with questions about the submitted subapplication. MNS will support the City by providing responses to CAL OES's questions in emails, any necessary changes to submitted documents, or any new documentation requested.

Deliverables. Response emails and document changes.

Fee Proposal

The proposed fee to provide the aforementioned grant writing services is \$30,470 as shown in the enclosed fee proposal table.



**Grant Writing Services for
City of Rolling Hills
Hazard Mitigation Grant Program**

MNS

	Hourly Rate	Project Manager	CADD Manager	Senior CADD Technician	Senior Grant Writer	Grant Associate	Total MNS Hours	Total MNS Costs	
		\$260	\$200	\$160	\$180	\$150			
Task 1.0 – Project Management									
1.1 - Kickoff Meeting, Coordination Meetings, Project Oversight		4.0			3.0	3.0	10.0	\$2,030	
							10.0	\$2,030	
Task 2.0 – Data Gathering, Research, and Project Scope Development									
2.1 – Data Gathering and Research					4.0	4.0	8.0	\$1,320	
2.2 - Project Scope Development		6.0	3.0	24.0			33.0	\$6,000	
							41.0	\$7,320	
Task 3.0 – Meetings and Pre-submittal Communications with Cal OES									
3.1 - Meetings and Pre-submittal Communications with Cal OES		2.0			4.0		6.0	\$1,240	
							6.0	\$1,240	
Task 4.0 – Subpplication Preparation									
4.1 - HMGP Project Subapplication Form									
4.1.01 - Supapplicant Information					4.0		4.0	\$720	
4.1.02 - Local Hazard Mitigation Plan Information					4.0		4.0	\$720	
4.1.03 - Community Information					4.0		4.0	\$720	
4.1.04 - Project Information					4.0		4.0	\$720	
4.1.05 - Work Schedule Information		3.0					3.0	\$780	
4.1.06 - Cost Estimate Information		5.0					5.0	\$1,300	
4.1.07 - Benefit/Cost Effectiveness Information		4.0				8.0	12.0	\$2,240	
4.1.08 - Maintenance Assurance Information					2.0		2.0	\$360	
4.1.09 - National Flood Insurance Program (NFIP)					2.0		2.0	\$360	
4.1.10 - Environmental Information						4.0	4.0	\$600	
4.1.11 - Project Conditions					1.0		1.0	\$180	
4.1.12 - Authorization					1.0		1.0	\$180	
4.2 - HMGP Project Subapplication Supporting Documents									
4.2.01 - Scope of Work		8.0					8.0	\$2,080	
4.2.02 - Design Plans (N/A)					0.5		0.5	\$90	
4.2.03 - Studies (N/A)					0.5		0.5	\$90	
4.2.04 - Maps						4.0	4.0	\$600	
4.2.05 - Photos						4.0	4.0	\$600	
4.2.06 - Schedule		4.0					4.0	\$1,040	
4.2.07 - Cost Estimate Spreadsheet						4.0	4.0	\$600	
4.2.08 - Local Match Commitment Letter					2.0		2.0	\$360	
4.2.09 - BCA Report						10.0	10.0	\$1,500	
4.2.10 - Project Maintenance Letter					2.0		2.0	\$360	
4.2.11 - FEMA's Site Information, Environmental Review, and Checklist						4.0	4.0	\$600	
4.2.12 - Subrecipient Grants Management Assessment Form						2.0	2.0	\$300	
4.2.13 - Additional Supporting Documentation						2.0	2.0	\$300	
							93.0	\$17,400	
Task 5.0 – Final Quality Assurance/Quality Control Review and Subpplication Submittal									
5.1 – Final Quality Assurance/Quality Control Review and Application Submittal		3.0			2.0		5.0	\$1,140	
							5.0	\$1,140	
Task 6.0 – Post Submittal Communications with Cal OES and City									
6.1 – Post Submittal Communications with Cal OES and City		1.0			6.0		7.0	\$1,340	
							7.0	\$1,340	
TOTAL PROPOSED FEE		Hours	40.0	3.0	24.0	46.0	49.0	162.0	
		Cost	\$10,400	\$600	\$3,840	\$8,280	\$7,350		\$30,470

RESOLUTION NO. 1345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO APPROPRIATE \$30,470 IN THE GENERAL FUND FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR GRANT WRITING SERVICES FROM MNS ENGINEERS, INC. FOR DRAFTING AND SUBMITTAL OF THE CITY'S SUB-APPLICATION FOR FIRE FUEL ABATEMENT ACTIVITIES

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. On April 24, 2023 City Council meeting, the City Council entered into a Professional Services Agreement with MNS Engineers, Inc. to prepare and submit a notice of intent for grant funds for additional fire fuel abatement in Rolling Hills.

C. On May 31, 2023, the City received a response from the California Governor's Office of Emergency Services ("Cal OES") that the City's Hazard Mitigation Grant Program NOI was reviewed by Cal OES staff and determined to represent an eligible Hazard Mitigation Grant Program activity and stated that to continue the process, the City must submit its sub-application by August 4, 2023.

D. MNS Engineers, Inc. quoted the City \$30,470.00 to prepare and submit the City's sub-application to Cal OES.

D. The City desires to appropriate \$30,470.00 in the General Fund funded from available General Fund reserves to fund the First Amendment to the Professional Services Agreement with MNS Engineers, Inc. attached as Exhibit "A."

Section 2. The sum of thirty thousand and four hundred and seventy dollars (\$30,470.00) is hereby appropriated in the General Fund to fund the First Amendment to the Professional Services Agreement with MNS Engineers, Inc.

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 10th day of July, 2023

PAT WILSON
MAYOR

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

Exhibit A



Agenda Item No.: 11.A
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROBERT SAMARIO, FINANCE DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: A PUBLIC HEARING TO CONSIDER AND APPROVE A RESOLUTION AUTHORIZING PLACEMENT OF SOLID WASTE SERVICE CHARGES OWED TO REPUBLIC SERVICES PURSUANT TO ITS SOLID WASTE FRANCHISE WITH THE CITY OF ROLLING HILLS ON THE FY 2023-2024 LOS ANGELES COUNTY AUDITOR-CONTROLLER'S OFFICE ANNUAL TAX ROLL

DATE: July 10, 2023

BACKGROUND:

Pursuant to the provisions of Chapter 8.08 of Title 8 of the City of Rolling Hills Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470, the City Council is authorized to levy the annual sanitation service charge and to have such charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

DISCUSSION:

The following is a summary of the services and activities associated with the sanitation charge:

- To protect public health and safety, Contractor shall provide and maintain all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste, Recyclable Materials, Green Waste, Bulky Items, and Brush generated or accumulated within the City from Residential Premises and City Facilities. The services provided by the Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Management Services.
- Contractor shall collect all properly placed Solid Waste, Recyclable Materials and Organic Waste from the designated collection location of every residential premises in the City twice each week.
- Each year in spring, and again in the fall, Contractor shall collect an unlimited amount of Bulky Items, and Green Waste from the designated collection location.
- In addition to the semi-annual Bulky Item and Green Waste Collection events, Contractor

shall provide Customers with on-call Collection for Bulky Items upon request. Contractor shall collect one (1) Bulky Item per calendar year from each Residential Premises at no charge on an on-call basis.

- Contractor will provide additional services as outlined in the Amended and Restated Agreement for Residential Solid Waste Management Services.

For Fiscal Year 2015-2016, the sanitation charge in the amount of \$1,100 per parcel was established. The sanitation charge remained unchanged for seven years. For Fiscal Year 2023-2024, the cost of providing sanitation services increased to \$1,432.11 per parcel. The increase from the \$1,100 per parcel over the last six fiscal years to \$1,432.11 per parcel is that for each fiscal year the rates are recommended to the City by Republic Services based on their actual costs for service, which include adjustments for the Consumer Price Index (CPI) and landfill costs. The Franchise Agreement requires that Republic Services annually provide evidence of the CPI adjustment to the City Manager for review and approval.

On June 12, 2023 the City Council held a public hearing, after making a finding that a majority protest to the refuse rate increase did not exist, approved raising the annual refuse assessment charge from \$1,100 to \$1,432.11. This will eliminate the subsidy that has been provided to the Refuse Fund and refuse customers from the General Fund. Thus, the sanitation service charge for 2023-2024 will be \$1,432.11 per parcel. The sanitation charge is based on the direct cost of providing the service. The enclosed Report contains detailed information about the annual charge and the charge to be applied to the parcels.

Due to the absence of a majority protest by property owners within the City of Rolling Hills, the City Council may order implementation of City sanitation service charge on the FY 2023–24 property tax rolls by adopting the enclosed Resolution with the attached Report. Council action on the staff recommendation is required in order to place the annual charge on the tax roll.

A notice of the July 10, 2023 public hearing was published in the Daily Breeze on June 28, 2022 (see attached Affidavit.)

FISCAL IMPACT:

The anticipated total revenue is approximately \$1,005,336 which is included in the 2023-24 Budget.

RECOMMENDATION:

Staff recommends that the City Council open the public hearing, and:

1. Make a finding that there is no majority protest by property owners within the City of Rolling Hills; and
2. Adopt Resolution No. 1341 placing the sanitation service charge on the annual County of Los Angeles Tax Roll.

ATTACHMENTS:

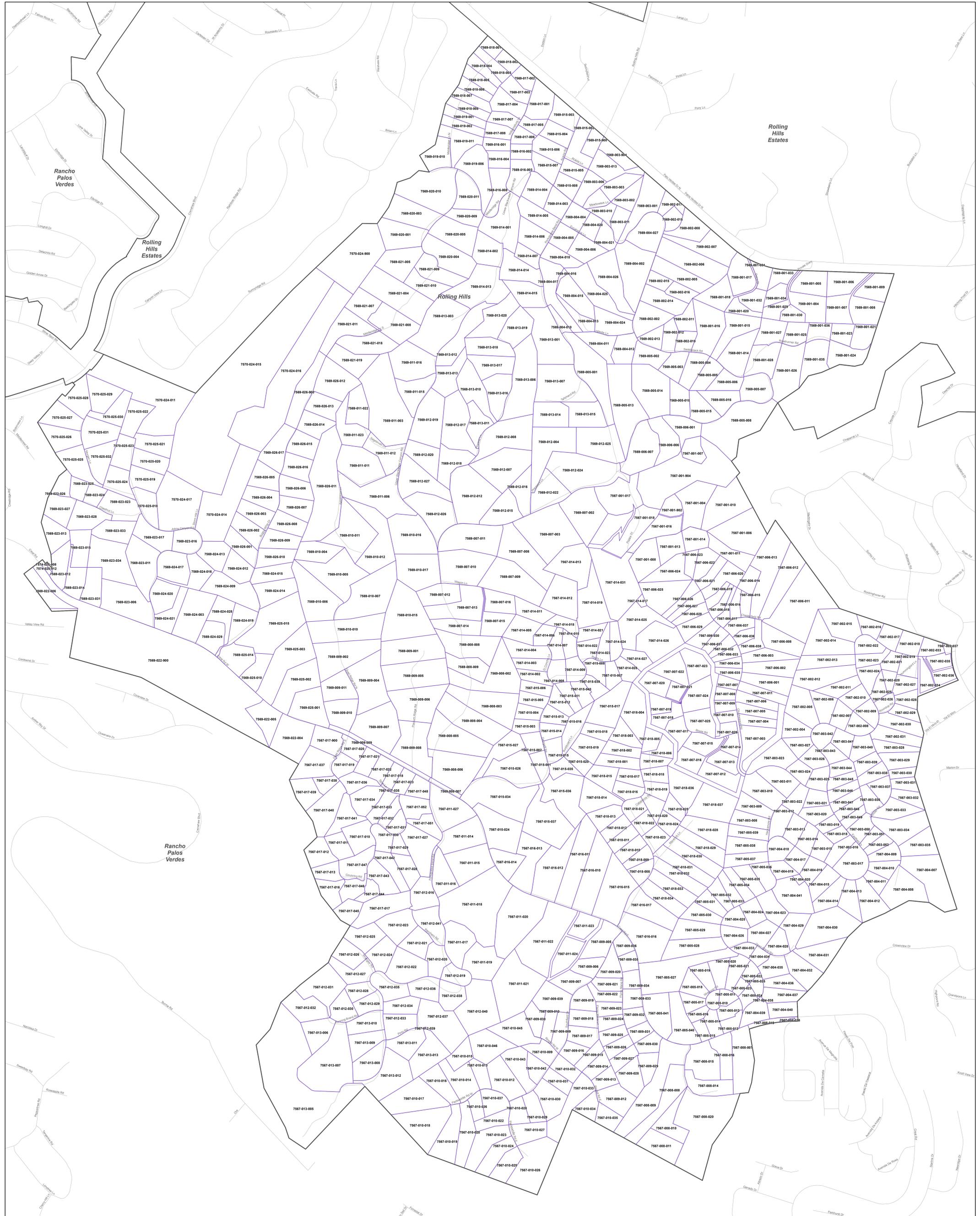
[CL_AGN_220711_CC_RH_ParcelMap_20200724_withRoads.pdf](#)

[ResolutionNo1341_FY 23-24_AnnualRefuseAssessment.pdf](#)

[CL_AGN_230710_TaxRoll_FY23-24.pdf](#)

[CL_AGN_230710_CC_SanitationReport.pdf](#)

[CL_PBN_230710_PH_CC_FY23-24_RefuseDirectAssessmentBilling_Affidavit.pdf](#)



City of Rolling Hills Parcel Map

- Roads
- Parcel Boundaries
- City Boundaries



0 0.2 Miles 0.4

Map created by Christine Lam (CLam2@ed.sdsu.edu) County of Los Angeles eGIS Group 7/24/2020

RESOLUTION NO. 1341

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS CONFIRMING THE LEVYING OF AN ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE FOR FISCAL YEAR 2023-24 PURSUANT TO CHAPTER 8.08 OF TITLE 8 OF THE CITY OF ROLLING HILLS MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Chapter 8.08 of Title 8 of the City of Rolling Hills Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470, the City Council is authorized to levy the annual sanitation service charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

SECTION 2. The City Manager prepared and filed a written report containing a description of each parcel of real property within the City to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for fiscal year 2023-2024 in conformity with Section 8.08.230 of the City of Rolling Hills Municipal Code and approved such Report as filed.

SECTION 3. Following notice duly given in accordance with law, the City Council previously held a full and fair public hearing regarding the levy and collection of the proposed charge for fiscal year 2023-2024 at an earlier meeting. All interested persons were afforded the opportunity to hear and be heard. The City Council considered all oral statements and all written protests made or filed by any interested person. A majority protest did not exist against the annual levy of the sanitation service charge and all oral and written protests to the levy and collection of the proposed charge for fiscal year 2023-2024 were overruled by the City Council.

SECTION 4 Based upon its review of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that (i) each parcel in the City benefits from receiving sanitation service (ii) the net amount to be assessed upon each parcel of real property for fiscal year 2023-2024 in accordance with the Report is apportioned by a formula and method that fairly distributes the net amount among all assessable parcels in proportion to the estimated benefits received by each parcel, and (iii) no charge is imposed on any parcel that exceeds the reasonable cost of the benefits conferred on that parcel.

SECTION 5. Parcels that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California or the United States shall be charged unless the City demonstrates by clear and convincing evidence that such parcels receive no benefit from the proposed service.

SECTION 6. As set forth in the Report, the annual sanitation service charge is in compliance with the provisions of the City of Rolling Hills Municipal code and Article XIID of the California Constitution and the City Council has complied with all laws pertaining to the levy of an annual charge pursuant to the City of Rolling Hills Municipal Code and Article XIID of the California Constitution.

SECTION 7. The annual sanitation service charge is levied without regard to property valuation.

SECTION 8. The City Council hereby finds and determines that the cost of the service that is financed by the annual sanitation service charge for fiscal year 2023-2024 is approximately \$981,336.

SECTION 9. The City Council hereby determines and imposes the annual sanitation service charge for fiscal year 2023-2024, at the rates set forth in the Report of \$1,432.11 per parcel, which is in compliance with the provisions of the City of Rolling Hills Municipal code and Article XIID of the California Constitution.

SECTION 10. The adoption of this resolution constitutes the levy of an annual sanitation service charge against parcels of property in the City of Rolling Hills for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

SECTION 11. The County Auditor of Los Angeles County shall enter on the County Assessment Roll opposite each parcel of land the amount of the annual sanitation service charge, and such charge, and each installment of the charge, shall be collected in the same manner, and shall be subject to the same penalties and priority of lien as, other charges and taxes fixed and collected by, or on behalf of the City. After collection by the County, the net amount of the charge, after deduction of any compensation due the County, shall be paid to the Finance Director.

SECTION 12. The Finance Director shall deposit all money representing charges collected by the County to the credit of the Rolling Hills Refuse Fund.

SECTION 13. The City Clerk is hereby authorized and directed to file the Boundary Diagram and the list of actual Parcel Charges (a listing of the Assessor's Parcel Numbers and the amount to be levied on each parcel) with the County Auditor, together with a certified copy of this Resolution upon its adoption, in addition to any additional information the County Auditor required to collect the charge with the County taxes.

SECTION 14. A certified copy of this resolution and a copy of the Report and the actual Parcel Charges (a listing of the Assessor's Parcel Numbers and the amount to be levied on each parcel) shall be filed in the office of the City Clerk and open to public inspection.

PASSED, APPROVED and ADOPTED this 10th day of July 2023.

Patrick Wilson
Mayor

ATTEST:

Christian Horvath
City Clerk

<u>PARCEL NUMBER</u>	<u>AMOUNT</u>
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ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) REPORT

Sanitation Service

The City of Rolling Hills proposes to collect funds to cover the expenses for the sanitation services provided to each property owner within the City. The following is a summary of the services and activities associated with the charges:

- To protect public health and safety, Contactor shall provide and maintain all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste, Recyclable Materials, Green Waste, Bulky Items, and Brush generated or accumulated within the City from Residential Premises and City Facilities. The services provided by the Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Management Services.
- Contractor shall collect all properly placed Solid Waste, Recyclable Materials and Organic Waste from the designated collection location of every residential premises in the City twice each week.
- Each year on two consecutive Saturdays in April or May, and again on a Saturday in September or October, both as determined by the City, Contractor shall collect an unlimited amount of Bulky Items from the designated collection location.
- In addition to the semi-annual Bulky Item Collection events, Contractor shall provide Customers with on-call Collection for Bulky Items upon request. Contractor shall collect one (1) Bulky Item per calendar year from each Residential Premises at no charge on an on-call basis.
- Contractor will provide additional services as outlined in the Amended and Restated Agreement for Residential Solid Waste Management Services.

The frequency, extent, and/or level of the services identified herein may be modified based on available funding and priorities as determined by the City.

Sanitation Service Charge Calculation

For Fiscal Year 2015-2016, the sanitation charge in the amount of \$1,100 per parcel was established. The sanitation charge remained unchanged through fiscal year 2023.

For Fiscal Year 2023-2024, the cost of providing sanitation services increased to \$1,432.11 per parcel. The increase from the \$1,100 per parcel over the last five fiscal years to \$1,432.11 per parcel is based on the direct costs incurred by the City based on the amounts paid to Republic Services for refuse services, which include adjustments for the Consumer Price Index (CPI) and landfill costs. The Franchise Agreement requires that Republic Services annually provide evidence of the CPI adjustment to the City Manager for review and approval.

On June 12, 2023, the City Council approved an increase to annual sanitation charges of \$332.11 to \$1,432.11 per parcel based on the direct cost of providing the service.

Proposition 218 Considerations:

Proposition 218, which the voters of the State of California passed on November 5, 1996, contains requirements for the imposition of a fee or charge for property related services. Requirements for fees and charges are contained in Section 6 of Article XIII D.

Paragraph (b) describes the requirements for new, existing, or increased fees and charges as follows:

- (1) Revenues shall not exceed the funds required to provide the services.
- (2) Revenues shall not be used for any other purpose.
- (3) The amount of the fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.
- (4) No fee or charge may be imposed unless the service is actually used by or immediately available to the owner of the property in question.
- (5) No fee or charge shall be imposed for general governmental services, i.e. police, ambulance, library, where the service is available to the public at large in substantially the same manner as it is to the property owners.

This report and recommended charges comply with all five of these requirements:

1. Revenues generated by this charge will not exceed funds required to provide sanitation services and shall not be used for any other purpose, besides what has been described herein.
2. The sanitation charge does not exceed the proportional cost of providing service to the parcels in the City and the charge is for actual use by or immediately available to the owner of the property in question.

Boundary Diagram

The enclosed diagram shows the exterior boundaries of the territory within the City of Rolling Hills subject to the annual sanitation charges, which has the same boundaries of the City of Rolling Hills itself. Parcel identification, the lines and dimensions of each lot, and parcel and subdivision of land within proposed sanitation services boundary described

herein are identified and correspond to the Los Angeles County Assessor's Parcel Maps for said parcels as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments, or parcel changes therein.

Reference is hereby made to the Los Angeles County Assessor's map for a detailed description of the lines and dimensions of each lot and parcel of land within the City of Rolling Hills subject to the proposed annual sanitation service charge to be levied on behalf of the City.

List of Assessor's Parcel Numbers to be levied with the proposed charge amounts:

Parcel Number	Land Use Description	Charge
See Attached	Residential	See Attached

2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635
pfernandez@scng.com

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

Account Number: 5007827
Ad Order Number: 0011608986
Customer's Reference/PO Number:
Publication: Daily Breeze
Publication Dates: 06/28/2023
Total Amount: \$510.07
Payment Amount: \$0.00
Amount Due: \$510.07
Notice ID: vgUBbV9lx1TN95nk3Atf
Invoice Text: CITY OF ROLLING HILLS NOTICE OF PUBLIC HEARING ON THE ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE AND THE REPORT PREPARED IN CONNECTION WITH THE ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE IN THE CITY OF ROLLING HILLS The City of Rolling Hills annually collects sanitation (garbage and refuse collection) service charges ("sanitation charges") on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City. NOTICE IS HEREBY GIVEN the City Council of the City of Rolling Hills has caused a written report to be prepared and filed with the City Clerk regarding the City's sanitation charges for fiscal year 2023-2024. Such report contains a description of each parcel of real property receiving sanitation services furnished by the City and the amount of the charge for each parcel for fiscal year 2023-2024 computed in conformity with Chapter 8.08 of Title 8 of the City's Municipal Code. NOTICE IS HEREBY FURTHER GIVEN that on the 10 th day of July, 2023 at 7:00 P.M. the City Council of the City of Rolling Hills will hold a public hearing on the above- described report and levy of the annual sanitation charges. The report is on file in the office of the City Clerk, 2 Portuguese Bend Road, California 90274, and available for public inspection. All City Councilmembers will participate in an in-person meeting and members of the community are welcome to attend the meeting at City Hall; however, a live audio of the City Council meeting will be available on the City's website (<http://www.rolling-hills.org/>). The meeting agenda will be on the City's website ([---

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Daily Breeze
2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635

CITY OF ROLLING HILLS

NOTICE OF PUBLIC HEARING ON THE ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE AND THE REPORT PREPARED IN CONNECTION WITH THE ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE IN THE CITY OF ROLLING HILLS

The City of Rolling Hills annually collects sanitation (garbage and refuse collection) service charges ("sanitation charges") on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

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At the public hearing, the City Council will hear and consider all objections or protests to the report and levy of the annual sanitation charges. In addition, property owners may mail or deliver a written protest against the proposed annual charge to the City Clerk at Rolling Hills City Hall, 2 Portuguese Bend Road, California 90274. Only one protest per parcel will be counted. Written protests must be received by the City Clerk by the end of the public hearing to be counted.

BY ORDER OF the City of Rolling Hills,
City Clerk

Daily Breeze
Published: 6/28/23

0011608986

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

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Breeze, a newspaper of general circulation, printed and published in the City of Hermosa Beach*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/28/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Hermosa Beach, California

On this 28th day of June, 2023.



Signature

*Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington



Agenda Item No.: 12.A
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES

THRU: ELAINE JENG P.E., CITY MANAGER

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

DATE: July 10, 2023

BACKGROUND:

The Southbay Fiber Network is a dedicated fiber-optic system for the use of the Southbay Council of Governments (SBCCOG) and its members. The system provides high-speed connectivity for carrier-grade internet service. 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. All capital cost for connecting early customers will be paid for by the SBCCOG with Measure M (1/2 cent sales tax in Los Angeles County dedicated to transportation needs) Subregional Funds. Early participants will pay NO capital costs.

In August 2019, City Council committed to joining the SBCCOG Fiber Network and submitted a letter of commitment to SBCCOG opting for 3-year term with 1gigabit (Gb) bandwidth. The price for 1 Gb is \$1,000 per month. On June 8, 2020, City Council voted to approve an agreement with Race Telecommunication Inc. to provide broadband services for a minimum period of three years.

DISCUSSION:

On June 3, 2020, HP Communications completed the installation of the lateral line to City Hall to provide broadband services. The external wires are landed in the service closet housing the water heater, the existing phone circuits, electrical panel and the information technology devices. A service agreement with Race Telecommunication Inc. was executed shortly afterward for a 36-month term.

If the City Council approves the agreement with Race Telecommunication Inc., broadband services will continue to June 2026.

Further, SBCCOG is working with member cities for assistance in support of its California Public Utilities Commission (CPUC) Broadband planning efforts. The task is to develop an inventory of city-owned assets that will support broadband deployment within cities and across the region. Staff envisions this could be used to extend service to the City's riding rings and other areas in Rolling Hills.

FISCAL IMPACT:

Race Telecommunications Inc. bills the City \$1,020 per month (\$1,000 for dedicated internet of 1,000 Mbps and \$20 for a property tax allotment surcharge). Funds have been included in the FY 2023-2024 budget. In addition, once SBCCOG reaches its revenue threshold with other cities, the City will receive a 5% rate reduction.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Race Telecommunication Inc. to provide broadband services for a minimum period of three years.

ATTACHMENTS:

[CA_AGR_Race_SBCCOG_RH_Renewal.pdf](#)

[CA_AGR_200608_CCStaffReport.pdf](#)



SBFN Service Order for City of Rolling Hills

Prepared on 06/29/2023
Service Address: 2 Portuguese Bend Road; Rolling Hills, CA; 90274

DEDICATED INTERNET SERVICES

	Term	Qty.	Setup	Monthly			Setup	Monthly
Dedicated Internet DIA GIG (1000Mbps/1000Mbps)	36m	1		1,000.00			0.00	1,000.00
Dedicated Internet DIA 2 GIG (2000Mbps/2000Mbps)	36m			2,000.00			0.00	0.00
Dedicated Internet DIA 10 GIG (10000Mbps/10000Mbps)	36m			2,750.00			0.00	0.00
*60m Term options								
* Base monthly package fees DO NOT include federal or state taxes and fees.								
SUBTOTAL							\$0.00	\$1,000.00

OTHER SERVICES-IP services, Telephony, Data center services

Renewal Of services							0.00	
Once the Cog reaches the threshold of Revenue there will be a 5% reduction in rate- See COG and ADF MSA							0.00	
							0.00	
							0.00	
							0.00	
* Notes:								
SUBTOTAL							\$0.00	

	ONE-TIME	MONTHLY
TOTALS	\$0.00	\$1,000.00

GENERAL TERMS & CONDITIONS

This estimate is for equipment and/or the installation of service(s) and/or service equipment. All pricing is estimated and is subject to network capacity verification and engineering. Service is delivered to Race demarcation point (MPOE unless otherwise stated). Extension of service from Race demarcation point to a customer suite is not included unless specified under Extended Installation Services. Standard installation timeframe, from time of order, is approximately 30 days unless otherwise noted. Federal and/or state taxes and fees are not included. Any additional service outside of the scope of this estimate will require an amendment to the estimate or must be ordered separately. Any hardware being sold does not include sales tax or shipping and handling fees. Sales tax and shipping fees will be added once estimate is converted to an invoice or billing statement. For customers entering into a term agreement, an early termination fee will apply and will be equal to the amount of the original setup fee for said package.

LIMITED WARRANTY

This Limited Warranty is limited to one year installation and labor warranty of all components installed by Race. Parts are limited to defects in materials and workmanship of the product as supplied by the manufacturer. If parts are supplied by Race and defective, they will be exchangeable within 30 days from date of purchase. After 30 days, parts are to be repaired under the manufacturer warranty terms. Should an issue arise within a manufacturer's warranty period, Race will assist in getting the product warranted by the manufacturer. This warranty does not cover parts and labor that fail as a result of improper use, misuse, abuse or the failure of another part.

SPECIAL CONDITIONS APPLICABLE TO SBFN SERVICE ORDERS

Authority. Pursuant to Section 12.6 of the ARMSA, Race serves as ADF's sub-contractor for the management, negotiation and fulfillment of SBFN Service Orders and the delivery of SBFN Products and Services. This SBFN Service Order is being entered into by and between the Parties so that Customer may obtain SBFN Products and Services from Race consistent with the terms of the ARMSA.

Recurring Charges. Recurring Charges for SBFN Products and Services shall be set in accordance with the terms of Section 3.5 and 3.6 of the ARMSA, and adjusted periodically in accordance with Sections 3.7 and 3.8 of the ARMSA. The Parties will promptly enter into written amendments to this SBFN Service Order effectuate any adjustments to Recurring Charges required by the ARMSA.

Minimum Service Level Agreement. Race may establish the Service Level Agreement for SBFN Products and Services but in no event shall the Service Level Agreement establish standards that are below the minimum service level obligations for SBFN Products and Services established in Section 9 and Exhibit F of the ARMSA.

Termination. If the ARMSA is terminated for any reason, this SBFN Service Order shall also terminate without liability to Customer except for payments for SBFN Products and Services rendered up to the date of termination, unless pursuant to its authority in Section 5.6 of the ARMSA, SBCCOG makes arrangements for Race's continued provision of SBFN Products and Services to Customer.

Assignments. Neither Party will assign or transfer this SBFN Service Order without the other Party's prior written consent, except that Race's prior consent to such assignment shall not be required: (1) if, pursuant to Section 12.6 of the ARMSA, ADF replaces Race with another qualified provider of equivalent services based in Southern California with the prior written consent of SBCCOG, or (2) if, pursuant to Section 5.6 of the ARMSA, SBCCOG directs an assignment of this SBFN Service Order and/or SBFN Products and Service to a third party due to the termination of the ARMSA. Further, in the event of any such assignment, Race shall cooperate with Customer and SBCCOG to ensure a smooth transition to the new provider.

Order of Precedence. If any conflict or contradiction exists between the General Terms and Conditions and this SBFN Service Order Form, the terms of the SBFN Service Order Form will control. If any conflict or contradiction exists between this SBFN Service Order and the SBFN Products and Services Supplement, the SBFN Products and Services Supplement will control. If any conflict or contradiction exists between the SBFN Products and Services Supplement and the terms of the ARMSA, the ARMSA will control.

AUTHORIZATION

I hereby accept the terms and conditions of this order. By signing, you are authorizing Race to do the work as specified in this agreement and agree to all terms in Race's Master Products and Service Agreement.

CUSTOMER

RACE COMMUNICATIONS

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

EFFECTIVE DATE: _____

EFFECTIVE DATE: _____



Agenda Item No.: 7.A
Mtg. Date: 06/08/2020

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

DATE: June 08, 2020

BACKGROUND:

The Southbay Fiber Network is a dedicated fiber-optic system for the use of the Southbay Council of Governments (SBCCOG) and its members. The system provides high-speed connectivity for carrier-grade internet service. 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. All capital cost for connecting early customers will be paid for by the SBCCOG with Measure M (1/2 cent sales tax in Los Angeles County dedicated to transportation needs) Subregional Funds. Early participants will pay NO capital costs.

In August 2019, City Council committed to joining the SBCCOG Fiber Network and submitted a letter of commitment to SBCCOG opting for 3-year term with 1gigabit (Gb) bandwidth. The price for 1 Gb is \$1,000 per month. The staff report to the August 2019 City Council action is attached to this report for reference.

DISCUSSION:

The SBCCOG Board approved an Amended and Restarted Master Services Agreement with ADF. Since then, ADF has been working with HP Communications to build the fiber network ring including the lateral lines from service sites such as Rolling Hills City Hall, to the ring. On Wednesday, June 3, 2020, HP Communications completed the installation of the lateral line to City Hall. The external wires are landed in the service closet housing the water heater, the existing phone circuits, electrical panel and the information technology devices. Broadband service at City Hall can commence pending the execution of a service agreement with Race Telecommunication Inc.

The General Counsel for the SBCCOG is also the City Attorney for Rolling Hills. The City Attorney has reviewed the SBCCOG master agreement with ADF as well as the agency agreement with Race Telecommunication Inc. The City Attorney did not express issues with the contractual terms with Race

Telecommunication Inc presented as a part of this staff report.

If the City Council approves the agreement with Race Telecommunication Inc., broadband services should commence in early July 2020.

FISCAL IMPACT:

In anticipation of the completion of the fiber network project, and the transition from COX service to Race Telecommunications Inc., in July 2020, staff programmed \$1,000 per month for broadband in the proposed FY 2020-2021 budget.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Race Telecommunication Inc. to provide broadband services for a minimum period of three years.

ATTACHMENTS:

[SBCCOG_FiberNetwork_StaffRPT_2019-08-12.pdf](#)

[SBCCOG - City of Rolling Hills #9023 \(2\)-c1_v2.pdf](#)

[SUPPLEMENT FOR SBFN SERVICES-c1-c1.DOCX](#)

[5-20-20 BBK edits SBFN Race MSA_ROLLINGHILLS.docx](#)



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 Item No: 8B
Mtg. Date: 08/12/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE JOINING SOUTHBAY CITIES COUNCIL OF GOVERNMENT (SBCCOG) FIBER NETWORK AND DIRECT STAFF TO SUBMIT THE LETTER OF COMMITMENT

DATE: AUGUST 12, 2019

ATTACHMENT:

- 1. SOUTHBAY FIBER NETWORK INFORMATION SHEET**
- 2. SOUTHBAY FIBER NETWORK COMMITMENT LETTER**

BACKGROUND

On July 2019, the Southbay Cities Council of Governments (SBCCOG) contracted with American Dark Fiber (ADF) to provide a broadband network for its 16 member cities and unincorporated communities. ADF is engaged to build a fiber ring that will connect the Southbay cities and become the member cities' Internet Service Provider. SBCCOG's Fiber Network information sheet is attached to this report and provides technical information about the network.

The network is proposed to be a ring architecture that will automatically re-route data traffic in the event of a system disruption. Bandwidth available starts with 1 gigabit (Gb) service. The system will have two diverse internet "hubs" or "points of presence" (POP) (data-centers in El Segundo and Hawthorne) interconnected to it. The price for 1 Gb level of service is \$1,000 per month. ADF will price protect by including automatic price reviews as additional buildings get connected to the network or after set periods have elapsed (i.e., every three years). SBCCOG member price points will drop by 5%

after the aggregate monthly revenue from a combination of internet and transport services provided to SBCCOG members exceeds \$55,000. Further price reviews (for reductions) would continue periodically over time.

DISCUSSION

The City currently use Cox Business as its Internet Service Provider with 10Mb service for \$80 per month. At this speed, staff often experience interruptions when downloading and or uploading large files. This happens most often when staff attempts to upload the City Council agenda to the City's website. Interruptions and multiple attempts to complete file transfer also occur when responding to Public Records Requests.

In an effort to improve efficiency, City staff worked with a previous Information Technology vendor to solicit pricing for broadband with higher services than 10Mb. For 100Mb for 36 months term, the cost was \$975 per month. If the term was shortened to 24 months or 12 months, there would be an installation fee. Through SBCCOG, ADF is offering a price point of \$1,000 per month for 1Gb (1000 Mb) service for 36 months term.

On July 22, 2019, the City Council selected Forum Info-Tech to serve as the City's Information Technology (IT) Department. As a part of Forum Info-Tech's scope of work, the City will be transitioning to cloud-based operation necessitating fast, reliable and resilient internet services. Additionally, based on discussions with ADF, 1Gb capacity can be allocated to multiple sites such as the Hix Ring, Hesse's Gap and or the Rolling Hills Community Association. Users of the Hix Ring and Hesse's Gap can have internet connection tapping off the fiber network wirelessly, if line of sight and or the use of repeaters to City Hall is possible. Similarly, the RHCA building can tap in to the fiber network through the City's capacity using hard connection or wireless connection.

Discussing the RHCA's interest in using the fiber network, RHCA's staff expressed interest and noted that with the proposed price point the RHCA Board would likely switch their current carrier to use the fiber network. RHCA will be discussing this item at their August 15, 2019 Board meeting.

To join the SBCCOG Fiber Network, the ADF will be constructing a lateral line from City Hall to the fiber network ring. The capital cost to construct the lateral line will be absorbed by the SBCCOG as they received approval from Los Angeles County Metropolitan Transportation Authority (Metro) to use Regional Measure M transportation funds to build the ring network and laterals for member cities. The City can connect to the fiber network system at a later time but then would be responsible for the cost of the lateral line.

FISCAL IMPACT

Joining the SBCCOG Fiber Network will increase the City's current cost of internet services. The network is expected to be built by April - June 2020, with services to commence shortly after. The Fiscal Year 2019-20 approved budget only includes funds for the existing internet services. If the City Council decides to join the fiber network, staff will program the expense in Fiscal Year 2020-2021.

RECOMMENDATION

Staff recommends that the City Council join the SBCCOG Fiber Network and direct staff to submit the Letter of Commitment to SBCCOG.

NOTIFICATION

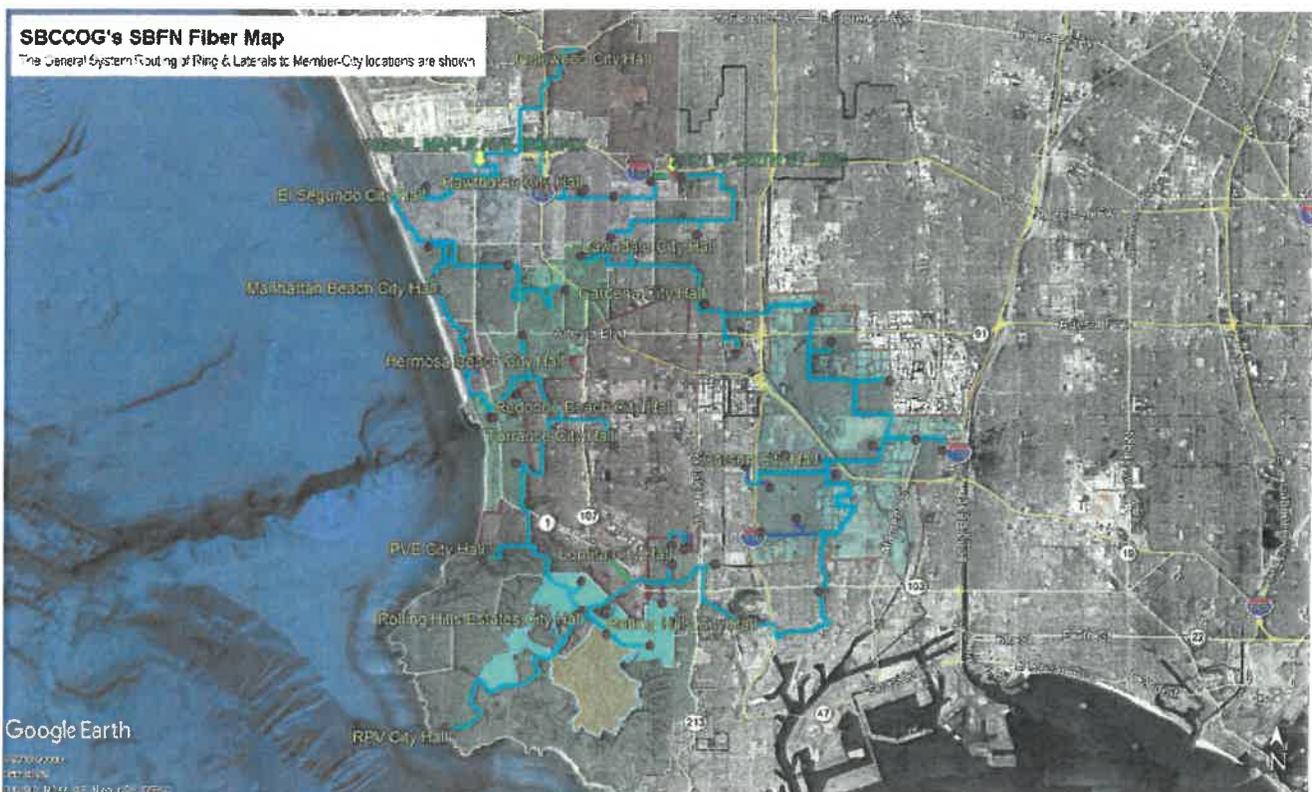
RHCA Manager

SBCCOG's South Bay Fiber Network (SBFN)

What is the "SBFN"? The South Bay Fiber Network is a dedicated fiber-optic system being developed for the use of the SBCCOG and its membership. The system will provide access points into all member cities, high-speed connectivity for carrier-grade internet service and point to point transport connections with a service level commitment of 99.99% system availability. Also included will be the Beach Cities Health District, LA BioMed, the South Bay Workforce Investment Board, LA Metro and the LA County Dept. of Public Works (last 2 not shown in the diagram). The core network is protected via ring architecture which will automatically re-route traffic in the event of a system disruption. Bandwidth availability starts with 1 gigabit (Gb) service and will scale to 2 Gb, 10 Gb, and higher speeds as members require. The system will also have two diverse internet "hubs" or "points of presence" ("POP") interconnected to it located at world-class data-centers in El Segundo and Hawthorne.

Who will build the network? A team led by American Dark Fiber (ADF) won the competition to assemble the network from existing fiber systems owned by wholesale providers, construct new elements to close the gaps, maintain the network, and provide customer service. The ADF team includes HP Communications to manage new construction and Race Communications to provide customer service. All capital costs for the initial South Bay buildings will be paid for by the SBCCOG with Measure M Subregional Funds. The participating agencies will pay NO capital costs.

Where does the SBFN Go? ADF's Internet Service Provider (ISP) partner, Race Communications, will distribute its internet services to the SBCCOG network participants from the points of presence as stated above. The map below shows the general routing that is expected to be operational by June of 2020.



How is the Network Configured? The primary system, as generally shown above, will include a ring-based network with lateral connections from each building interconnected to the ring. The SBCCOG initially identified primary 55 node locations (i.e., city halls, parks, public safety nodes, etc.) that ADF has modeled for delivery to the membership. Buildings will be connected via fiber-optic lateral extensions from the ring to an address where service(s) are ordered. SBCCOG members can add new buildings to the network as desired (additional costs may apply). ADF expects to extend services to new SBCCOG-member locations and affiliates (i.e., municipal anchors, NGO’s, and other locations) that are located within the region.

What are the initial price points for service on the network? ADF and its service provider (Race Communications) have created a menu of services for the SBCCOG membership and participating agencies. The services include dedicated internet connectivity and/or point-to-point “transport” service connections. The ADF-led team has developed special price points for the initial participants that start with Internet pricing of \$1000/month for 1 Gb level of service. Additional service levels are available (i.e., 2 Gb, 10 Gb, etc.) as needed by respective COG members and participating agencies.

ADF has also provided price-protection by including automatic price reviews as additional buildings get connected or after set periods have elapsed (i.e., every 3-years). The baseline circuit costs include the costs of the underlying SBFN-ring and connections to the IP POP’s (located in El Segundo and Hawthorne).

SBCCOG “SBFN” Service Pricing Schedule

Service Speed	Internet Pricing	Transport Pricing
1 Gb (1000 Mbps)	\$1,000/mo.	\$ 900/mo.
2 Gb (2000 Mbps)	\$2,000/mo.	\$1,800/mo.
10 GB (10000 Mbps)	\$2,750/mo.	\$2,475.00
Other (i.e., 40Gb, 100 Gb, etc.)	ICB	ICB

ICB = Individual Case Basis priced to be negotiated with the SBCCOG subject to core network upgrade to 100 Gb

Additionally, SBCCOG member price points will drop by 5% after the aggregate monthly revenue from a combination of internet and transport services provided to SBCCOG members exceeds \$55,000. Further price reviews (for reductions) would continue periodically over time.

What benefits does the SBCCOG and its member’s get from the system? Aside from incredibly low pricing of high-speed internet services:

- Additional low-cost broadband capacity will allow participating agencies to:
 - Create resiliency for IT services (i.e. emergency preparedness and data back-up)
 - Efficiently use cloud-based software applications for day to day business
 - Provide necessary IT capacity for future video and audio-based municipal software applications
 - Provide for shared municipal software platforms with other public agencies
 - On-line permitting or applications with Los Angeles County
 - Sub-regional GIS tools with other cities and the SBCCOG
 - Regional transportation and planning tools with Metro and LA County
 - Provide free municipal WIFI in public spaces, parks and buildings
 - Provide infrastructure that may be developed for commercial and residential use

Having high-speed broadband available throughout the SBCCOG-region will be an economic driver. ADF and its team will coordinate with the SBCCOG and its membership to actively leverage the network for maximum economic development purposes (providing advanced high-speed services at low-cost/wholesale rates) throughout the region.



South Bay Fiber Network (SBFN)
Letter of Commitment

To: South Bay Cities Council of Governments:

On behalf of the City/Agency of Rolling Hills (“City”), we confirm our organization’s commitment to connect to the South Bay Fiber Network (SBFN). We commit to participate in the SBFN at a minimum service level of at least 1 GB at \$1,000/month for each city/agency designated building/site. We understand that, for sites in the South Bay region, up-front capital costs will be paid by South Bay Cities Council of Governments (SBCCOG) using approved sub-regional Measure M funds. Sites outside the South Bay will be addressed on a case by case basis. We commit to paying the monthly recurring costs for our elected term of either a three- or five-year period.

We commit to:

- Execute an addendum to the final SBCCOG contract with American Dark Fiber, LLC (ADF), the selected vendor, to provide broadband services;
- Work with SBCCOG and ADF personnel to:
 - Meet to address and resolve our questions;
 - Enumerate buildings and sites within the South Bay Cities region to be connected, by **August 16, 2019**;
 - Define a timeline for permitting, construction, and installation to enable SBFN network connections;
 - Assist with expediting necessary permits;
 - Jointly agree with SBCCOG the date that ADF will provide initial service to your designated, expected in April-June 2020.

At this time, we commit to a count of _____ (number) sites to be connected. (Confirm addresses on the next page and complete the table.)

City Manager (signature)

CIO / IT Director (signature)

Elaine Jeng

City Manager

CIO / IT Director (Name)

City of Rolling Hills

City/Agency

Date



SBFN Service Order for City of Rolling Hills

Prepared on 05/20/2020 Quote #9023 V3
 Service Address: 2 Portuguese Bend Road; Rolling Hills, CA, 90274

DEDICATED INTERNET SERVICES

	Term	Qty.	Setup	Monthly			Setup	Monthly
Dedicated Internet DIA GIG (1000Mbps/1000Mbps)	36m	1		1,000.00			0.00	1,000.00
Dedicated Internet DIA 2 GIG (2000Mbps/2000Mbps)	36m			2,000.00			0.00	0.00
Dedicated Internet DIA 10 GIG (10000Mbps/10000Mbps)	36m			2,750.00			0.00	0.00
*60m Term options								
* Base monthly package fees DO NOT include federal or state taxes and fees.								
SUBTOTAL							\$0.00	\$1,000.00

OTHER SERVICES-IP services, Telephony, Data center services

							0.00	
							0.00	
							0.00	
							0.00	
							0.00	
* Notes:								
SUBTOTAL							\$0.00	

	TOTALS	
	ONE-TIME	MONTHLY
	\$0.00	\$1,000.00

GENERAL TERMS & CONDITIONS

This estimate is for equipment and/or the installation of service(s) and/or service equipment. All pricing is estimated and is subject to network capacity verification and engineering. Service is delivered to Race demarcation point (MPOE unless otherwise stated). Extension of service from Race demarcation point to a customer suite is not included unless specified under Extended Installation Services. Standard installation timeframe, from time of order, is approximately 30 days unless otherwise noted. Federal and/or state taxes and fees are not included. Any additional service outside of the scope of this estimate will require an amendment to the estimate or must be ordered separately. Any hardware being sold does not include sales tax or shipping and handling fees. Sales tax and shipping fees will be added once estimate is converted to an invoice or billing statement. For customers entering into a term agreement, an early termination fee will apply and will be equal to the amount of the original setup fee for said package.

LIMITED WARRANTY

This Limited Warranty is limited to one year installation and labor warranty of all components installed by Race. Parts are limited to defects in materials and workmanship of the product as supplied by the manufacturer. If parts are supplied by Race and defective, they will be exchangeable within 30 days from date of purchase. After 30 days, parts are to be repaired under the manufacturer warranty terms. Should an issue arise within a manufacturer's warranty period, Race will assist in getting the product warranted by the manufacturer. This warranty does not cover parts and labor that fail as a result of improper use, misuse, abuse or the failure of another part.

SPECIAL CONDITIONS APPLICABLE TO SBFN SERVICE ORDERS

Authority. Pursuant to Section 12.6 of the ARMSA, Race serves as ADF's sub-contractor for the management, negotiation and fulfillment of SBFN Service Orders and the delivery of SBFN Products and Services. This SBFN Service Order is being entered into by and between the Parties so that Customer may obtain SBFN Products and Services from Race consistent with the terms of the ARMSA.

Recurring Charges. Recurring Charges for SBFN Products and Services shall be set in accordance with the terms of Section 3.5 and 3.6 of the ARMSA, and adjusted periodically in accordance with Sections 3.7 and 3.8 of the ARMSA. The Parties will promptly enter into written amendments to this SBFN Service Order effectuate any adjustments to Recurring Charges required by the ARMSA.

Minimum Service Level Agreement. Race may establish the Service Level Agreement for SBFN Products and Services but in no event shall the Service Level Agreement establish standards that are below the minimum service level obligations for SBFN Products and Services established in Section 9 and Exhibit F of the ARMSA.

Termination. If the ARMSA is terminated for any reason, this SBFN Service Order shall also terminate without liability to Customer except for payments for SBFN Products and Services rendered up to the date of termination, unless pursuant to its authority in Section 5.6 of the ARMSA, SBCCOG makes arrangements for Race's continued provision of SBFN Products and Services to Customer.

Assignments. Neither Party will assign or transfer this SBFN Service Order without the other Party's prior written consent, except that Race's prior consent to such assignment shall not be required: (1) if, pursuant to Section 12.6 of the ARMSA, ADF replaces Race with another qualified provider of equivalent services based in Southern California with the prior written consent of SBCCOG, or (2) if, pursuant to Section 5.6 of the ARMSA, SBCCOG directs an assignment of this SBFN Service Order and/or SBFN Products and Service to a third party due to the termination of the ARMSA. Further, in the event of any such assignment, Race shall cooperate with Customer and SBCCOG to ensure a smooth transition to the new provider.

Order of Precedence. If any conflict or contradiction exists between the General Terms and Conditions and this SBFN Service Order Form, the terms of the SBFN Service Order Form will control. If any conflict or contradiction exists between this SBFN Service Order and the SBFN Products and Services Supplement, the SBFN Products and Services Supplement will control. If any conflict or contradiction exists between the SBFN Products and Services Supplement and the terms of the ARMSA, the ARMSA will control.

AUTHORIZATION

I hereby accept the terms and conditions of this order. By signing, you are authorizing Race to do the work as specified in this agreement and agree to all terms in Race's Master Products and Service Agreement.

CUSTOMER

RACE COMMUNICATIONS

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: Jeff Pieper

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

EFFECTIVE DATE: June 8, 2020

EFFECTIVE DATE: _____

SBFN PRODUCTS AND SERVICES SUPPLEMENT

This is a Supplement to that certain Master Products and Services Agreement (“Agreement”) entered into by and between Race Telecommunications, Inc.. (“Race”), a California corporation, and Customer, effective as of its Effective Date. Race and Customer are collectively referred to as the “Parties” or individually as a “Party”.

Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

This Supplement applies only to SBFN Products and Services.

1. Orders. Order Forms for SBFN Products and Services shall be separate from other Order Forms and shall be titled “SBFN Service Order” .

2. Each SBFN Service Order shall include the special conditions listed below:

SPECIAL CONDITIONS APPLICABLE TO SBFN SERVICE ORDERS

Authority. Pursuant to Section 12.6 of the ARMSA, Race serves as ADF’s sub-contractor for the management, negotiation and fulfillment of SBFN Service Orders and the delivery of SBFN Products and Services. This SBFN Service Order is being entered into by and between the Parties so that Customer may obtain SBFN Products and Services from Race consistent with the terms of the ARMSA.

Recurring Charges. Recurring Charges for SBFN Products and Services shall be set in accordance with the terms of Section 3.5 and 3.6 of the ARMSA, and adjusted periodically in accordance with Sections 3.7 and 3.8 of the ARMSA. The Parties will promptly enter into written amendments to this SBFN Service Order effectuate any adjustments to Recurring Charges required by the ARMSA.

Minimum Service Level Agreement. Race may establish the Service Level Agreement for SBFN Products and Services but in no event shall the Service Level Agreement establish standards that are below the minimum service level obligations for SBFN Products and Services established in Section 9 and Exhibit F of the ARMSA.

Termination. If the ARMSA is terminated for any reason, this SBFN Service Order shall also terminate without liability to Customer except for payments for SBFN Products and Services rendered up to the date of termination, unless pursuant to its authority in Section 5.6 of the ARMSA, SBCCOG makes arrangements for Race’s continued provision of SBFN Products and Services to Customer.

Assignments. Neither Party will assign or transfer this SBFN Service Order without the other Party’s prior written consent, except that Race’s prior consent to such assignment shall not be required: (1) if, pursuant to Section 12.6 of the ARMSA, ADF replaces Race with another qualified provider of equivalent services based in Southern California with the prior written consent of SBCCOG, or (2) if, pursuant to Section 5.6 of the ARMSA, SBCCOG directs an assignment of this SBFN Service Order and/or SBFN Products and Service to a third party due to the termination of the ARMSA. Further, in the event of any such assignment, Race shall cooperate with Customer and SBCCOG to ensure a smooth transition to the new provider.

Order of Precedence. If any conflict or contradiction exists between the General Terms and Conditions and this SBFN Service Order Form, the terms of the SBFN Service Order Form will control. If any conflict or contradiction exists between this SBFN Service Order and the SBFN Products and Services Supplement, the SBFN Products and Services Supplement will control. If any conflict or contradiction exists between the SBFN Products and Services Supplement and the terms of the ARMSA, the ARMSA will control.

[SIGNATURE PAGE TO FOLLOW]

The Parties have executed this Supplement as of the last date of execution below.

RACE TELECOMMUNICATIONS, INC.

CUSTOMER

BY: _____

BY: _____

Print Name: _____

Print Name: Jeff Pieper _____

Title: _____

Title: Mayor _____

Date: _____

Date: June 8, 2020 _____



MASTER PRODUCTS AND SERVICES AGREEMENT

<p>CUSTOMER PROFILE</p> <p>Legal Business Name: <u>City of Rolling Hills</u></p> <p>Phone #: <u>310-377-1521</u></p> <p>Fax #: _____</p> <p>Address: <u>2 Portuguese Bend Road</u></p> <p>Suite/Unit/Floor: _____</p> <p>City: <u>Rolling Hills</u></p> <p>State: <u>CA</u> Zip/Postal Code: <u>90274</u></p> <p>Federal Tax ID or EIN: <u>94-6000355</u></p> <p>DUN & Bradstreet #: _____</p> <p># of Employees: <u>6</u></p> <p>Legal Structure: Sole Proprietorship Corporation Partnership LLC LLP</p>	<p>BILLING CONTACT</p> <p>Name: <u>Meredith Elguira</u></p> <p>Title: <u>Planning and Community Services Director</u></p> <p>Company (if different): _____</p> <p>Email: <u>melguira@cityofrhn.net</u></p> <p>Phone #: <u>310-377-1521</u></p> <p>Alt Phone #: _____</p> <p>Fax #: _____</p> <p>Address: <u>Same as Customer Profile</u></p> <p>Suite/Unit/Floor: _____</p> <p>City: _____</p> <p>State: _____ Zip/Postal Code: _____</p>
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GENERAL TERMS AND CONDITIONS

These General Terms and Conditions together with all Supplements, Order Form(s), Exhibits and other addenda attached hereto from time to time constitute the Master Products and Services Agreement (“Agreement”) which is effective as of the last date of execution below (“Effective Date”) by and between Race Telecommunications, Inc.. (“Race”), a California corporation, and Customer. Race and Customer are collectively referred to as the “Parties” or individually as a “Party”.

1. DEFINITIONS

“ADF” means American Dark Fiber, the company retained by SBCCOG to create the SBFN and to manage and deliver SBFN Products and Services pursuant to the ARMSA.

“ARMSA” means that certain Amended and Restated Master Services Agreement between SBCCOG and ADF, approved by the SBCCOG Board on February 27, 2020.

“Commencement Date” means the date upon which Race begins to provide an ordered Product or Service as more fully described in the relevant Supplement or Order Form.

“Customer Location” refers to a location designated in an Order Form for connection to the Race Network.

“Race Network” means, collectively, the fiber optic network, system capacity and related facilities (including, without limitation, routers, switches and communication channels) owned or controlled by Race to the extent it applies to the Product or Service.

“Order Form” refers to any, mutually executed, product order (“Product Order”), service order (“Service Order”), estimate (“Estimate”), or statement of work (“Statement of Work”) to these General Terms and Conditions and respective Supplement, detailing the Products or Services, the Term, Customer charges, the estimated Commencement Date and any other relevant terms agreed upon by the Parties.

“Products or Services” means the products or services provided by Race (including, without limitation, Leased Fiber, In-Building Fiber, Co-location, Bandwidth, Managed Services, Voice Services and Capacity) to Customer.

“SBCCOG” means the South Bay Cities Council of Governments.

“SBFN” means the South Bay Fiber Network created by ADF as authorized by the ARMSA.

“SBFN Products and Services” means the products and classes of services established in the ARMSA.

“Service Level Agreement” means a document setting forth the required standard of performance of the applicable Products or Services.

“Supplement” means a fully executed supplement to these General Terms and Conditions each containing additional terms and conditions that govern the related Products or Services provided by Race.

“Term” means the period of time in which Race provides Products or Services to Customer pursuant to an Order Form and any renewals thereto.

2. STRUCTURE OF AGREEMENT

From time to time, the Parties will execute one or more Supplement(s), Service Level Agreements, and Order Forms for Race to provide Products or Services, each of which is automatically incorporated into this Agreement and subject to these General Terms and Conditions. SBFN Products and Services shall be subject to the SBFN Products and Services Supplement attached hereto.

3. INVOICING AND PAYMENT

3.1. Installation Charge. If a non-recurring installation charge or setup fee (“Installation Charge”) is specified in an Order Form, Race will invoice Customer for the same upon the effective date of the Order Form (“Order Form Effective Date”), and unless otherwise specified in the applicable Order Form, Customer will pay such invoice upon the Order Form Effective Date.

3.2. Recurring Charge. If a recurring charge (“Recurring Charge”) (e.g. Monthly Charge, Quarterly Charge, Annual Charge, etc.) is specified in an Order Form, Race will invoice Customer for and Customer will pay the Recurring Charge in advance for each period upon receipt of such invoice. Race will begin to invoice the Recurring Charge on the Commencement Date. Invoices for partial months will be pro-rated. Multiple types of Recurring Charge may be set forth in the Order Form.

3.3. Prepayment. Any prepayment (“Prepayment”) specified in an Order Form, is payable upon the Order Form Effective Date. If a Prepayment is for a portion of a Term, the amount of such Prepayment will be applied as a credit to the final Recurring Charges at the end of such Term.

3.4. Additional Charges. If applicable, Race will invoice Customer and Customer will pay invoices for any additional charges for Products or Services which are specified in an Order Form.

3.5. **Applicable Taxes.** Race will invoice Customer and Customer will pay any and all applicable taxes ("Applicable Taxes") as more fully described in Section 4, below, with respect to specific Customer charges.

3.6. **Late Payments.** All invoices must be paid in accordance with their terms without setoff or deduction, and late payments will accrue interest on the unpaid sum as of the date of the invoice at the lesser of (i) the highest legal rate of interest permitted in the State of California or (ii) one and one-half percent (1.5%) per month.

3.7. **U.S. Dollars.** Unless otherwise specified on an Order Form, all payments must be made by Customer to Race in U.S. dollars.

4. APPLICABLE TAXES

4.1. Applicable Taxes. In addition to other amounts due hereunder, Customer shall be responsible for paying all Applicable Taxes. "Applicable Taxes" means all taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon Race or Customer, arising from or relating to the provision by Race of the Services to Customer (including, without limitation, sales, excise taxes, universal service fees, any other FCC or state PUC fees, and any state or local utility or telecommunications taxes), together with any penalties, fines or interest (resulting from Customer's failure to pay Applicable Taxes hereunder after being invoiced for such) by any U.S. federal, state, provincial or local government, public authority, including its agencies, commissions and tribunals, or their designated agents, having jurisdiction over this transaction. Customer shall not be responsible for and Applicable Taxes shall not include taxes on the property or income of Race.

4.2. Notwithstanding the foregoing, Customer may provide Race with a certificate evidencing Customer's exemption from payment of or liability for any Applicable Taxes.

5. TERM

5.1. This Agreement commences on the Effective Date, and continues through the latest expiration of all Order Form Term(s) subject to this Agreement, unless earlier terminated as provided herein.

5.2. The Term for each Order Form begins on the Commencement Date of the related Product or Service and remains in effect until the expiration of the initial period so specified. Upon expiration of the initial term, and provided that no type of Recurring Charge is fully prepaid, each Order Form will automatically renew for additional periods of one (1) year unless one Party provides the other written notice that it is terminating such Order Form not less than sixty (60) days' prior to the end of the Term then in effect.

5.3. If any order form is terminated by either party anytime after the start of service but prior to the expiration of the term provided herein, RACE shall be entitled to recover any installation and sign-up charges conditionally waived by RACE as noted on the Service Order and be liable on a prorated basis for any waived nonrecurring charges plus the total monthly charges for the unexpired portion of the service.

6. DEFAULT

The following events are "Events of Default", the occurrence of which gives the non-defaulting Party the right to terminate the affected Order Form(s), or the entire Agreement for a nonpayment default, by written notice following the expiration of any stated cure periods and pursue its remedies under the Agreement:

- a. Customer fails to fully pay any of the payments (including Early Termination Charges) required hereunder within five (5) days after receipt of written notice of such failure; or
 - b. Except as provided in clause (a), above, the breach of any material term or condition of this Agreement (including Order Forms) and such breach remains uncured thirty (30) days after delivery to the breaching Party of written notice of such breach. If the breach is of a nature or involves circumstances reasonably requiring more than thirty (30) days to cure, the time period may be extended provided the breaching Party proceeds diligently to cure the breach;
- If Customer is in default, as set forth above, then, after expiration of the cure period, Race may, in addition to any other remedies that it may have under this Agreement or by law, suspend, disconnect and/or repossess any Products or Services, provided, however, that Customer will remain responsible to perform its obligations hereunder.

7. REPRESENTATIONS AND WARRANTIES

7.1. Race warrants that any Products and Services to be provided to Customer will be at a professional level of quality conforming to generally accepted industry standards and in compliance in all material respects with all applicable laws and regulations. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED

IN THIS AGREEMENT, RACE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement and all Order Forms, (iii) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products and Services and (iv) this Agreement and all Order Forms, when executed, are the legal, valid and binding obligation of such Party.

7.3. Customer acknowledges that Race has no ability to determine whether the communications traffic carried by the Products or Services utilizing the Race Network is jurisdictionally interstate or intrastate. Customer represents and warrants that the communications traffic to be carried by the Race Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Rcd. 1352), unless Customer provides Race written notice otherwise. In either case, Customer will pay all relevant FCC and state Public Utilities Commission taxes and fees.

8. LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. THE TOTAL LIABILITY OF EITHER PARTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN ORDER FORM (EXCLUDING EARLY TERMINATION CHARGES (AS DEFINED IN THE RELATED SUPPLEMENT)) IS LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES PAYABLE BY CUSTOMER DURING THE TERM SET FORTH THEREIN. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR LOST BUSINESS OPPORTUNITIES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO CLAIMS OF CUSTOMER, WHETHER OCCASIONED BY ANY CONSTRUCTION, INSTALLATIONS, RELOCATIONS, SERVICE, REPAIR OR MAINTENANCE PERFORMED BY, OR FAILED TO BE PERFORMED BY RACE, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA OR TECHNOLOGY.

8.2. Race agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against Customer for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Race's gross negligence or willful misconduct or (ii) infringement or misappropriation by Race of any intellectual property rights under this Agreement.

8.3. Customer agrees to indemnify, defend and hold Race, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against Race for (i) bodily injury or death or damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's gross negligence or willful misconduct, (ii) infringement or misappropriation by Customer of any intellectual property rights under this Agreement, or (iii) Customer's or its customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortuous or illegal conduct.

9. CONFIDENTIALITY; PUBLICITY

9.1. Confidentiality. Each Party agrees that all information furnished to it by the other Party that is proprietary in nature, including maps, network routes, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party").

Each Party will treat the Proprietary Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach hereof.

9.2. Publicity. Neither Party may issue any advertising or other publicity material using the other Party's name or marks or describing in any way the terms of this Agreement without first receiving the other Party's written consent as to form and content, which consent may not be unreasonably withheld, conditioned, or delayed.

10. ASSIGNMENT

Neither Party will assign or transfer this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement upon notice and without the other Party's consent to a person, firm, corporation, partnership, association, trust or other entity (i) that controls, is controlled by or is under common control with the assigning Party or (ii) which purchases all or substantially all of its assets; provided that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment. Any assignment or transfer without the required consent is void and is considered a material breach of this Agreement. Upon any permitted assignment, the assigning Party will remain jointly and severally responsible for the performance under this Agreement, unless released in writing by the other Party, and this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11. NON-SOLICITATION

From the date of the last engagement and for one year thereafter, neither party will solicit for employment nor hire any employee or contractor of other. (Neither an unsolicited request by an employee or contractor for employment, nor a response by an employee or contractor to a generally published advertisement shall be considered a solicitation pursuant to this section.) Other than provided herein, neither party will solicit, directly or indirectly, any employee or contractor of other and in no event, hire an employee, agent or independent contractor of other, through any means, including the hiring of an employee, agent or independent contractor by a competitor of the other, where the hired person has served as an independent contractor, subcontractor or other capacity for the other, within the period described to herein, without the other party's prior written consent. In the event a party breaches the above, they shall immediately pay as liquidated damages to other an amount equal to 1.5 times the relevant person's then current annual compensation (or the amount paid to or on behalf of the person during the last 12 months in the case of an independent contractor).

12. FORCE MAJEURE

Neither party will be considered in breach of this Agreement nor liable under this Agreement for any delays, failures to perform, damages or losses, or any consequence thereof, caused by or attributable to an event of "Force Majeure," which is defined as any cause beyond the reasonable control of the party claiming relief, including without limitation the action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labor dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut

caused by a third-party or failure of a third party to recognize a permit, authorization, right-of-way, easement, right, license or other agreement obtained by Race to construct and operate its facilities or network.

13. NOTICES

All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must be in writing and will be deemed given: (i) when delivered in person, (ii) one (1) business day after deposit with an overnight delivery service for next day delivery, or (iii) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth on first page hereof. In addition, Race may send Customer notices, other than notices for default or termination, to Customer's email address as contained on Race's customer contact list. Such email notification is deemed delivered on the day sent unless returned to sender.

14. MISCELLANEOUS

14.1. Governing Law. This Agreement will be interpreted and construed in accordance with the internal laws of the State of California without giving effect to its principles of conflicts of laws. This Agreement and the duties and obligations of the Parties hereunder shall be enforceable against any of the Parties in the courts of California.

14.2. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

14.3. No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns.

14.4. Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement may not be deemed to constitute a partnership, joint venture or agency agreement between them.

14.5. Remedies Not Exclusive. Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other rights and remedies at law or in equity.

14.6. Headings; Severability. The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. In the event any term of this Agreement is held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected.

14.7. No Implied Waiver. No failure to exercise and no delay in exercising, on the part of either Party, any right, power or privilege hereunder will operate as a waiver, except as expressly provided herein.

14.8. Execution and Counterparts. This Agreement may be executed in counterparts, including by facsimile transmission, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

14.9. Order of Precedence. If any conflict or contradiction exists between these General Terms and Conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these General Terms and Conditions and the terms of an Order Form, the terms of the Order Form will control.

15. ENTIRE AGREEMENT; AMENDMENT; EXECUTION

This Agreement, including all Supplements, Order Forms, Exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written. This Agreement may be amended only by a written instrument executed by the Parties.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Agreement as of the last date of execution below.

RACE TELECOMMUNICATIONS, INC.

BY: _____

Print Name: _____

Title: _____

Date: _____

CUSTOMER

BY: _____

Print Name: Jeff Pieper

Title: Mayor

Date: June 8, 2020

AUTHORIZED CONTACTS

<p>PRIMARY CONTACT Name: <u>Meredith Elguira</u> Title: <u>Planning and Community Development Services</u> Company (if different): _____ Email: <u>melguira@cityofrh.net</u> Phone #: <u>310-377-1521</u> Alt Phone #: _____ Fax #: _____ Address: <u>Same as Customer Profile</u> Suite/Unit/Floor: _____ City: _____ State: _____ Zip/Postal Code: _____</p>	<p>TECHNICAL CONTACT Name: <u>Ricardo Falanga</u> Title: <u>Contract Information Technology Vendor</u> Company (if different): <u>Forum Info Tech</u> Email: <u>ricardo@foruminfotech.net</u> Phone #: <u>951-256-4070 ext. 113</u> Alt Phone #: _____ Fax #: <u>951-278-0673</u> Address: <u>160 Foothill Pkwy. Suite 105</u> Suite/Unit/Floor: _____ City: <u>Corona</u> State: <u>CA</u> Zip/Postal Code: <u>92882</u></p>
<p>OTHER CONTACT Name: <u>Elaine Jeng</u> Title: <u>City Manager</u> Company (if different): _____ Email: <u>ejeng@cityofrh.net</u> Phone #: <u>310-377-1521</u> Alt Phone #: _____ Fax #: _____ Address: <u>Same as Customer Profile</u> Suite/Unit/Floor: _____ City: _____ State: _____ Zip/Postal Code: _____</p>	<p>OTHER CONTACT Name: _____ Title: _____ Company (if different): _____ Email: _____ Phone #: _____ Alt Phone #: _____ Fax #: _____ Address: _____ Suite/Unit/Floor: _____ City: _____ State: _____ Zip/Postal Code: _____</p>

OTHER CONTACT
Name: _____
Title: _____
Company (if different): _____
Email: _____
Phone #: _____
Alt Phone #: _____
Fax #: _____
Address: _____
Suite/Unit/Floor: _____
City: _____
State: _____ Zip/Postal Code: _____

OTHER CONTACT
Name: _____
Title: _____
Company (if different): _____
Email: _____
Phone #: _____
Alt Phone #: _____
Fax #: _____
Address: _____
Suite/Unit/Floor: _____
City: _____
State: _____ Zip/Postal Code: _____



SERVICE LEVEL AGREEMENT

PRIVATE LINE OUTAGE POLICY: SLA for Domestic Private Line Services

1. SERVICE LEVEL OBJECTIVES

Race will meet a Service Availability of 99.99% for domestic circuits. This SLA sets forth the credit(s) that Customer will receive if the Service Levels are not met, in addition to those rights and remedies available under the Agreement.

2. ALLOWANCE FOR SERVICE OUTAGE PERIODS

2.1. A Circuit shall be deemed to be in an outage condition if, while Customer is using or attempting to use such Circuit, such Circuit loses continuity, becomes unavailable or fails to comply with the applicable specifications for such Circuit ("Outage"). Subject to the restrictions herein, Customer is entitled to an "Outage Credit" in the event that the Service Levels described in this Agreement are not met. An "Outage Period" begins when a report is made to RACE's Network Control Center from Customer by telephone that the Service has been impaired, lost or interrupted. Customer must agree that such Circuit is released for repair by RACE or its agent. An Outage Period ends when the Circuit is restored. RACE will notify customer by telephone and Customer will confirm that Service has been restored. Any additional time necessary for Customer's confirmation shall not operate to extend the calculation of the Outage Period. Events that cause an Outage but involve simultaneous multiple failures, shall be treated as one single Outage for purposes of calculation of Outage Credits.

- a. All Outage Credits shall be subject to the following restrictions:
 - (i) No credit shall be allowed with respect to any period during which Customer fails to afford access to any facilities provided by RACE for the purpose of investigating and correcting an interruption to Service.
 - (ii) The Monthly Lease Rates used to determine any credit hereunder shall be the then current Monthly Lease Rates being assessed.
 - (iii) In no event shall any credit be allowed hereunder (1) in excess of the then current Monthly Lease Rate for the applicable Circuit, or (2) with respect to any Circuit for which Customer (i) fails to make or (ii) is excused from making any payment because of operation of law or any other reason.

2.2. The duration of the Outage Period and Outage Credits will be determined at the sole discretion of RACE, based upon RACE's internal records. Customer shall have the right to request credit(s) for a period of thirty (30) days after the occurrence of an outage or alleged outage. Customer shall have the right to contest any calculations of credit(s) for a period of thirty (30) days after Customer's receipt of invoice on which said credit(s) appear.

2.3. No Outage Credits are allowed for Outage Periods:

- a. Caused directly or indirectly by the acts or omissions of Customer;
- b. Caused by the failure of equipment or systems provided by Customer or any third party (not under the direction or control of RACE), including any provider of local access service to RACE contracted for, by or on behalf of Customer (in such case, RACE will coordinate with such local access service provider to cure such failure as quickly as practicable);

c. Caused by a Force Majeure event;

d. Occurring with respect to a Circuit released by Customer to RACE (i) to perform maintenance, (ii) to make rearrangements at the direction of Customer, or (iii) to implement an order from Customer for a change in the Circuit; or

e. Occurring with respect to a Circuit that Customer elects not to release for testing or repair and continues to use on an impaired basis.

f. Interruption of Service on a Circuit for maintenance. RACE shall use its best efforts to give Customer two (2) days prior notice thereof by telephone, facsimile or e-mail. RACE will use its best efforts to schedule such Service Interruptions between midnight and 6:00 a.m. for domestic circuits. Credits will not be allowed with respect to such Service interruptions if RACE has used its best efforts to so notify Customer in accordance with this paragraph.

2.4. The credits and/or cancellation of a Circuit in the case of chronic outage problem provided for hereunder shall be RACE's sole liability and Customer's sole remedy in the event of any outage period or interruption of Service.

3. SERVICE LEVEL OUTAGE CREDITS

3.1. Domestic Service Level Outage Credits will be calculated and granted based upon the following Service Availability Objective:

Domestic Outage Credit Schedule

Outage levels	Outage Time Period	Outage Credits
Level 0 Outage	0 minutes to less than 30 minutes	= No Credit
Level 1 Outage	30 minutes to less than 60 minutes	= 1 Hour Credit
Level 2 Outage	60 minutes to less than 120 minutes	= 4 Hours Credit
Level 3 Outage	120 minutes to less than 4 hours	= 8 Hours Credit
Level 4 Outage	4 hours to less than 8 hours	= 24 Hours Credit
Level 5 Outage	8 hours to less than 24 hours	= 2 Days Credit
Level 6 Outage	24 hours +	= Actual plus 2 Days Credit

4. Chronic Outage.

Customer shall have the right to terminate the Master Products and Services Agreement or any individual Service Order in the event of any Chronic Service Quality Problem (as hereinafter defined) upon thirty (30) days written notice to RACE. As used herein, the term "Chronic Service Quality Problem" shall mean (i) any one Outage lasting more than four (4) days or (ii) three (3) or more Outages, with each Outage lasting at least thirty (30) continuous minutes, in any sixty (60) day period. In the event of a termination for a Chronic Service Quality Problem, Customer shall only be responsible for the payment of charges for the Service incurred prior to the termination date, but shall not be otherwise liable for any early termination penalties.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.A
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK DONEGAN, CITY ATTORNEY

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPOINT DAVID READY AS INTERIM CITY MANAGER AND APPROVE AGREEMENT FOR INTERIM CITY MANAGER SERVICES

DATE: July 10, 2023

BACKGROUND:

Previous City Manager Elaine Jeng's last day as City Manager was July 7, 2023. During previous closed sessions, the City Council met and gave direction to reach out to Dr. David Ready, the former City Manager of the City of Palm Springs and former Interim City Manager for Palos Verdes Estates, regarding a potential agreement to serve as interim City Manager for the City of Rolling Hills. The job of the City Manager is defined by the Rolling Hills Municipal Code and state law.

DISCUSSION:

The attached agreement has been approved by Dr. Ready and provides for him to serve as City Manager on an interim basis for no more than 960 hours per fiscal year until the candidate selected as the new City Manager begins employment with the City, unless the City or Dr. Ready terminate the Agreement at an earlier date. One issue for the City Council to determine is the scheduled workdays. As drafted, section 1.4 of the Agreement has two clauses drafted for the City Council to choose from. One clause posits that Dr. Ready will work at City Hall on Monday and Thursday of each week and Dr. Ready will have the discretion to either work on Tuesday or Wednesday. The other clause, requested by Dr. Ready for commute purposes, is that on weeks where a City Council meeting is scheduled, Dr. Ready shall work at City Hall on Monday, Tuesday and Wednesday. On the week preceding a City Council meeting, Dr. Ready will work at City Hall on Tuesday, Wednesday and Thursday. Both of these clauses satisfy the need for having the interim City Manager present on days where the City Council has a scheduled meeting and on days where the City Council agenda goes out.

The rate of pay for an interim city manager who is retired from PERS is dictated by law and governed by Government Code sections 21221(h) and 7522.56. Specifically, Section 7522.56(d) provides that "the rate of pay for the employment shall not be less than the minimum, nor exceed the maximum, paid by the employer to other employees performing comparable duties, divided by 173.333 to equal an hourly rate." Section 21221(h) further

provides that this rate must be “listed on a publicly available pay schedule for the vacant position.” The City Manager’s salary is set by contract and is reflected as a fixed amount on the publicly available City Manager’s contract, not a range. So, in effect, a retired annuitant would be paid at the same rate (reflected as an hourly rate) as the last manager but the actual earnings would be less since the retired annuitant is limited to 960 hours in a fiscal year. Consistent with the foregoing, the hourly rate for Dr. Ready’s service as City Manager shall be \$115.06.

Dr. Ready is a PERS retiree and will not be enrolled in PERS or create any PERS obligations on his behalf for the City. He is also experienced in municipal management, has an extensive background in planning, and served previously as the City Manager of Palm Springs for over 20 years and most recently as the Interim City Manager for the City of Palos Verdes Estates. His resume is included as Attachment 3.

FISCAL IMPACT:

Dr. Ready will be engaged to perform services as City Manager on an interim basis without benefits ordinarily provided to City employees. His compensation of \$115.06. per hour is in compliance with the requirements of Government Code section 21221(h).

RECOMMENDATION:

1. Adopt Resolution No. 1342 appointing David Ready as City Manager on an interim basis and;
2. Approve an Employment Agreement with David Ready as Interim City Manager effective July 8, 2023. (Attachments 1 & 2)

ATTACHMENTS:

[ResolutionNo1342_AppointmentOfInterimCM_DavidReady.pdf](#)

[CA_AGR_230710_InterimCM_DavidReady.pdf](#)

[CA_AGR_230710_InterimCM_DavidReady_Resume.pdf](#)

RESOLUTION NO. 1342

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA,
APPOINTING DAVID READY AS CITY MANAGER
ON AN INTERIM BASIS AND APPROVING
EMPLOYMENT AGREEMENT**

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA,
DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS
FOLLOWS:

Section 1. Recitals.

A. Government Code sections 7522.56 and 21221(h) permit the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retired annuitant to a vacant position requiring specialized skills during recruitment for a regular appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year.

B. The position of City Manager will be vacant at the time of Mr. Ready's appointment.

C. The Rolling Hills City Council desires to appoint David Ready as an interim appointment retired annuitant to the vacant position of City Manager for the City of Rolling Hills pursuant to Government Code section 21221(h), effective July 8, 2023.

D. David Ready has substantial experience serving in municipal government with an extensive history in management, including as the former City Manager of the City of Palm Springs and former interim City Manager of the City of Palos Verdes Estates.

E. An appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement. The announcement for the recruitment for the City Manager position was posted on the City's website and advertised in multiple publications prior to the day David Ready will commence his appointment as City Manager on an interim basis.

F. The 180-day wait period requirement set forth in Government Code Section 7522.56(f) does not apply because David Ready has been retired for more than 180 days.

G. This section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the regular appointment to the vacant position of City Manager for the City of Rolling Hills commences his or her employment or, if earlier, the date that this appointment is terminated by the City or David Ready.

H. It is understood by the City Council and David Ready that the combined total hours to be worked by David Ready in any fiscal year, for all retired annuitant positions with any CalPERS employer, shall not exceed the 960-hour limitation set forth in California Government Code sections 7522.56(d) and 21221(h).

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

J. The hourly rate to be paid to David Ready for his services as City Manager on an interim basis shall be \$115.06 per hour.

K. David Ready has not and will not receive any other benefit, incentive compensation in lieu of benefits or any other form of compensation in addition to this hourly pay rate.

Section 2. David Ready has the specialized skills needed to perform the work required of the City Manager position on an interim basis until a regular City Manager is appointed by the City Council and thereafter begins service.

Section 3. The City Council hereby appoints David Ready as City Manager on an interim basis effective July 8, 2023, pursuant to the authority provided under Government Code sections 21221(h) and 7522.56, during the active recruitment for a regular appointment of a City Manager position, to provide the critically-needed, specialized skills necessary to manage the City of Rolling Hills effectively.

Section 4. The employment agreement for David Ready, a copy of which is incorporated herein as **Exhibit A**, is approved by the City Council.

Section 5. The Mayor is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the Mayor and City Attorney.

This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

///

PASSED, APPROVED, AND ADOPTED this 10th day of July, 2023.

PAT WILSON
MAYOR

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

CITY OF ROLLING HILLS

AGREEMENT FOR INTERIM CITY MANAGER SERVICES

THIS AGREEMENT FOR INTERIM CITY MANAGER SERVICES (hereinafter referred to as "Agreement") is made and entered into as of the 10th day of July, 2023, by and between the CITY OF ROLLING HILLS, a California general law city (hereinafter referred to as "City"), and David Ready (hereinafter referred to as "Contractor").

RECITALS

- A. City desires to employ on an interim basis pursuant to California Government Code section 21221(h) the services of Contractor and Contractor desires to accept an engagement as Interim City Manager of the City of Rolling Hills during recruitment of and until such time as a permanent City Manager is appointed and commences employment.
- B. The City Council finds pursuant to Government Code section 21221(h) that this position requires specialized skills and experience associated with city management.
- C. Contractor is willing and is fully qualified by virtue of his extensive experience in municipal management and his specialized skills to perform these services for the City and desires to accept employment as Interim City Manager in consideration of, and subject to, the terms, conditions, and benefits set forth in this Agreement.
- D. Contractor's employment is authorized by Government Code sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a regular appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for other all CalPERS employers, unless an exception applies.
- E. Contractor represents that he is a retired annuitant of CalPERS within the meaning of Government Code sections 7522.56 and 21221(h) ("Statutes") and acknowledges that his compensation is statutorily limited as provided in Government Code Section 21221(h). With the execution of this Agreement, Contractor affirms that he has not received unemployment compensation from

any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

1. Position and Duties

- 1.1. Position. City hereby agrees to engage the services of Contractor to serve as Interim City Manager to perform the functions and duties specified in Chapter 2.04 of the Rolling Hills Municipal Code, and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign or as may be necessary or desirable in the opinion of Contractor for the efficient management of the City. Contractor shall perform the services required under this Agreement during normal City operating hours, subject to the other provisions of this Agreement. Contractor shall be available for attendance at City Council and other meetings during other hours as may be necessary. It is the understanding of the parties that Contractor is a retiree in the Public Employees' Retirement System ("CalPERS") and may not work more than 960 hours for any public agency member of "CalPERS" within the fiscal year occurring during the term of this Agreement without impacting his retirement benefits and having to be enrolled in CalPERS as an active employee. For that reason, Contractor will be required to keep accurate time records of his hours worked to ensure that he does not exceed 960 hours within the fiscal year that occurs during the term of this Agreement.
- 1.2. Term. This Agreement shall be effective as of July 8, 2023 upon execution by both parties. This Agreement shall expire upon whichever of the following events occurs first: (i) upon the employment commencement date of a City Manager employed by City on a regular basis; or (ii) upon termination of this Agreement by either Contractor or City as provided in Section 4 [Termination] of this Agreement.
- 1.3. At-Will. Contractor acknowledges that he is an at-will, temporary employee of City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. Nothing in this Agreement is intended to, or does, confer upon Contractor any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Further, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Contractor, as provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement.

- 1.4. Hours of Work. Contractor shall devote the time necessary to adequately perform his duties as City Manager. It is recognized that Contractor may devote a great deal of time outside the normal office hours-schedule. Contractor shall be in City Hall, during City working hours three (3) days per week. (i) On weeks that a City Council meeting is scheduled, Contractor shall work at City Hall on Monday, Tuesday and Wednesday. On weeks preceding a City Council meeting, Contractor shall work at City Hall on Tuesday, Wednesday, and Thursday **OR** (ii) Contractor shall work at City Hall on Monday and Thursday weekly and shall have the discretion to either work on Tuesday or Wednesday.] Contractor acknowledges and understands that the expectation is that Contractor will work 24 hours per week and in the event after hours work or work on scheduled days off is required, Contractor will use best efforts to reduce hours on scheduled work days, if possible, to keep to that 24 hour a week work schedule. However, in no event shall Contractor be required to work in excess of 960 hours per fiscal year for City, including hours worked for other CalPERS agencies during such fiscal year, unless an exception applies. The position of City Manager on an interim basis, filled pursuant to Government Code section 21221(h), shall be deemed a non-exempt position under federal and California wage and hour law.
- 1.5. Devotion to City Business. The City Manager position is full-time, subject to the 960 hour limitation per fiscal year referenced in Section 1.4 [Hours of Work]. Contractor shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his City Manager duties, except as may be specifically authorized in writing by the City Council. Should Contractor wish to engage in any such outside employment or business activities, he must receive prior approval from the City Council to do so. The City Manager may continue teaching an online MPA course titled "Administrative Regulation" at CSUSB, which meets via zoom Thursday's at 7:00 p.m., beginning August 24, 2023, so long as the commitment does not interfere with the City Manager's ability to perform his duties as City Manager.

2. Compensation.

- 2.1. Rate of Pay. For all services performed by Contractor as the City Manager on an interim basis pursuant to this Agreement, City shall pay Contractor compensation at the rate of \$115.06 per hour.
- 2.1.1. Compliance with CalPERS Requirements. It is the intent of the Parties to compensate Contractor only to the extent permitted under Government Code section 21221(h) and corresponding CalPERS

regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS and is not less than the minimum, nor in excess of the maximum, monthly rate paid by the City to other employees performing comparable duties (divided by 173.333 to equal an hourly rate) as listed on the City's publicly-available pay schedule. Such compensation shall be Contractor's sole compensation for his service under this Agreement. Notwithstanding the foregoing, the City shall cover the Contractor under its workers' compensation program.

2.1.2. Recordation and report of Hours Worked. Contractor will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for City to CalPERS as may be required. City shall assist in any such reporting obligations to CalPERS. Additionally, Contractor shall keep City continually apprised of hours worked by Contractor with the understanding of the City's expected three days per week of work for Contractor.

2.2. Benefits.

2.2.1. No Benefits. Pursuant to Government Code section 21221(h) and related CalPERS regulations and policy statements, Contractor shall not receive from City any benefits City commonly provides to its employees unless required by federal or state law, including without limitation, health, dental, or vision insurance coverage, life insurance, deferred compensation, disability insurance, unemployment insurance, mobile device stipend, vehicle allowance, gym programs, employee assistance programs, and similar benefits.

2.3. Reimbursement. City shall only reimburse Contractor for authorized, reasonable and necessary travel expenses incurred by Contractor as required by the performance of his duties pursuant to this Agreement. These expenses shall not include travel to City Hall on days in the office nor accommodations during the week Contractor is working at City Hall. Contractor shall document and claim said reimbursement for such travel in the manner and forms required by the City. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and City's adopted reimbursement policies. Such reimbursements shall not be reported to CalPERS. Other than as specifically provided herein, Contractor shall receive no other compensation or reimbursements for expenses incurred by him in the performance of his duties pursuant to this Agreement.

3. **Vacation and Leave.**

3.1. No Leave. Contractor and City agree that Contractor, in accordance with Government Code section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, management time off, paid holidays or similar leave benefits, unless required by federal or state law.

4. **Termination.**

4.1. By City. This Agreement may be terminated by City at any time, with or without cause for any reason and with or without notice. City's only obligation in the event of such termination will be payment to Contractor of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. Contractor understands and acknowledges that he shall serve at the will and pleasure of the City Council and understands he is an "at-will" employee subject to summary dismissal without any right of notice or hearing, including any "Skelly" hearing. City may terminate the employment of Employee at any time, as set forth in this section. Contractor shall not be subject to the City's Personnel System Rules and Regulations. Contractor will not acquire a property interest in the position of Interim City Manager. Contractor is a temporary employee employed to perform specialized services in accordance with Government Code sections 7522.56 and 21221(h).

4.2. By Contractor. This Agreement may be terminated by Contractor for any reason thirty (30) days after providing written notice to the City of such termination. City shall have the option, in its complete discretion, to make Contractor's termination effective at any time prior to the end of such period, provided City pays Contractor all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day actually worked.

4.3. No Notice for Expiration. Nothing in this Section shall be construed to require either party to give advance notice in order for the Agreement to expire as set forth in Section 1.2 [Term].

4.4. Termination Obligations. Contractor agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Contractor's employment. Contractor's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. **Confidential Information.**

“Confidential Information” shall include, but is not limited to, all information or material that Contractor learns of or obtains during his employment with City as Interim City Manager that is or was confidential or privileged by virtue of it having been discussed or presented in a duly noticed closed session meeting of the City Council, or otherwise privileged and/or confidential under applicable law, including but not limited to personnel information, information pertaining to on-going or potential litigation, information learned in the context of the attorney-client relationship with the City Attorney or special counsel to the City. Confidential Information as defined includes, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, internal processes and procedures, and other information disclosed or submitted, orally, in writing, or by any other media, to Contractor by City. Nothing herein shall require City to disclose any of its information to Contractor.

During his employment with City as City Manager on an interim basis, Contractor shall use and disclose Confidential Information only for the benefit of City and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following the termination of this Agreement, Contractor shall not use or disclose any Confidential Information, except with the express written consent of City. Contractor’s obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict of Interest.

To the extent that Contractor has an interest, direct or indirect, financial or otherwise, which would materially conflict, as shall be determined by the City Attorney, in any manner or interfere in any way with the performance of services under this Agreement, Contractor shall notify the Mayor of the conflict in advance of, and shall refrain from participating in, any action to be taken by the City on such matter.

7. General Provisions.

7.1. Recitals. The recitals, inclusive of all facts and representation, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to City at the address below, and or at the last known address maintained in Contractor’s personnel file. Contractor agrees to notify City in writing of any change in his address during

his employment with City. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Interim City Manager's Address:

David Ready
2865 La Cadena Ct.
Palm Springs, CA. 92264

- 7.3. Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code Section 810 *et seq.*], City will indemnify, defend, and hold Contractor harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Contractor's tenure as City Manager, except that this provision shall not apply with respect to any intentional tort or crime committed by Contractor, or any actions outside the course and scope of his employment as City Manager on an interim basis. City shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to ensure fulfillment of this hold harmless and indemnification clause.
- 7.4. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance.
- 7.5. Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Contractor's employment by City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Contractor, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
- 7.6. Amendments. This Agreement may not be amended except in a written document signed by Contractor, approved by the City Council and signed by the City's Mayor.

- 7.7. Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
- 7.8. Assignment. Contractor shall not assign any rights or obligations under this Agreement. City may, upon prior written notice to Contractor, assign its rights and obligations hereunder.
- 7.9. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- 7.10. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- 7.11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Los Angeles County, State of California.
- 7.12. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.
- 7.13. Acknowledgment. Contractor acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and Contractor has signed and executed this Agreement, as of the date first indicated above

INTERIM CITY MANAGER

CITY OF ROLLING HILLS

David H. Ready

Pat Wilson, Mayor

ATTEST:

APPROVED AS TO FORM

Christian Horvath, City Clerk

Patrick Donegan, City Attorney

David H. Ready, Esq., Ph.D.

Palm Springs, CA. 92264
cmdhr@mac.com
760-409-0833

Summary

Over 30 years of executive government experience with demonstrated expertise in a wide range of administrative and development achievements. Areas of specialization include:

- **Public Administration**; operational administration of government service delivery
- **Public Policy**; formation and implementation theory to practice
- **Economic and Community Development**; public/private partnerships
- **Intergovernmental Relations**; resolving complex multi-jurisdictional issues
- **Social Services**; poverty reduction strategies and homelessness issues
- **Political Environment**; elected official and stakeholder advocacy/alignment

Professional Experience

Interim City Manager

Palos Verdes Estates, California, February-July 2023

City Manager

Palm Springs, California, 2000 – 2021

Chief Executive Officer for the City, responsible for all local government operations, including the Palm Springs International Airport. As the City's longest serving City Manager, achievements include extensive community and economic development initiatives, institutionalization of neighborhood organization involvement, strategic financial and administrative realignments, and resolution of complex regional inter-governmental regulatory challenges.

Adjunct Faculty – Public Administration

California State University, San Bernardino, 2004 – present

Courses taught include: Government and Business Relations – Public Policy Analysis – Administrative Regulation – Local Government Administration – Government in the Digital Age – Local Economic Development – Intergovernmental Relations – Public Administration Theory.

City Administrator

City of Flint, Michigan, 1992 – 2000

Chief Administrative Officer for all local government operations including the City's Pension Fund. Particular emphasis and achievements were on issues of urban renewal, job creation, and civic engagement.

***Deputy for Management, Budget and Development
City of Canton, Ohio, 1989 – 1991***

Responsible for coordination of the City's budget with policy and program initiatives. Also, served as the Mayor's liaison for intergovernmental relations and legislative advocacy.

Education

- ***Doctor of Philosophy, Political Science/Public Administration***
 - *Wayne State University – Detroit, Michigan, 2006*
- ***Juris Doctorate***
 - *University of Akron – Akron, Ohio, 1992*
 - *Member of the State of Ohio Bar*
- ***Master of Arts, Urban Affairs***
 - *University of Akron – Akron, Ohio, 1988*
- ***Bachelor of Arts, Political Science***
 - *Kent State University – Kent, Ohio, 1982*

Additional Public Executive Training Programs

- ***Harvard University, Kennedy School of Government***
 - *Leadership for the 21st Century: Chaos, Conflict and Courage*
 - *Creating Collaborative Solutions: Innovations in Governance*
 - *Driving Government Performance*
- ***University of California at Berkeley, Goldman School of Public Policy***
 - *Strategic Management of Public Organizations*

Past Professional and Community Participation

- Genesee County, Michigan, Mass Transportation Authority Board, Chairman
- Women's Shelter of Greater Flint, Michigan, Board of Directors, President
- Food Bank of Eastern Michigan, Board Member
- City of Flint, Michigan, Pension Board, Chairman
- Mott Community College Foundation, Board Member, Flint, MI
- American Society for Public Administration, Policy Issues Committee, MI
- National League of Cities, Urban Poverty Policy Committee, Washington, D.C.
- Akron/Canton Ohio Regional Food Bank, Board Member
- Stark County, Ohio, Mental Health Integrated Consumer Assistance Board Member
- Desert Regional Hospital, Governing Board of Directors, Palm Springs, CA
- Palm Springs International Film Festival, Board Member, Palm Springs, CA
- Multi-Species Conservation Plan, Technical Advisory Committee, Palm Springs, CA
- California State University at San Bernardino, Public Administration Advisory Board, Chairman
- Riverside County, California, Emergency Medical Care Committee
- Coachella Valley Association of Governments, Technical Advisory Committee, Chairman, CA
- EPA/PM-10 Air Quality Advisory Committee, Coachella Valley Regional Governments, CA
- Cal-ICMA, Ethics Sub-Committee, CA



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 07/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PERSONNEL PURSUANT TO GOVERNMENT CODE SECTION (B) 54957

THE CITY COUNCIL MAY MEET IN CLOSED SESSION TO CONSIDER THE APPOINTMENT/EMPLOYMENT OF A PUBLIC EMPLOYEE. (CITY MANAGER)

DATE: July 10, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS: