



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA REGULAR MEETING

CITY COUNCIL
MONDAY, JULY 22, 2019

CITY OF ROLLING HILLS
7:00 P.M.

Next Resolution No. 1242

Next Ordinance No. 363^[1]

1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

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

4. CONSENT CALENDAR

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

A. MINUTES – ADJOURNED MEETING OF JULY 2, 2019.

RECOMMENDATION: APPROVE AS PRESENTED

B. PAYMENT OF BILLS.

RECOMMENDATION: APPROVE AS PRESENTED

C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JUNE 2019. ^[2]

RECOMMENDATION: APPROVE AS PRESENTED

D. FINANCIAL STATEMENT FOR THE MONTH OF JUNE 2019.

RECOMMENDATION: APPROVE AS PRESENTED

E. SECOND READING- WAIVE THE FULL READING OF ORDINANCE NO. 362 OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING SECTION 8.08.580 CONSTRUCTION AND DEMOLITION WASTE OF THE CITY OF ROLLING HILLS MUNICIPAL CODE.

RECOMMENDATION: APPROVE AS PRESENTED

5. COMMISSION ITEMS

- A. RECEIVE AND FILE RESOLUTION NO. 2019-11 FROM THE PLANNING COMMISSION GRANTING APPROVAL OF A CONDITIONAL USE PERMIT TO CONVERT AN EXISTING 689 SQUARE FOOT STABLE, TO A MIXED-USE STRUCTURE IN ZONING CASE NO. 959 AT 49 EASTFIELD DRIVE (LOT 33-EF) ROLLING HILLS, CA, (WALDMAN).

6. PUBLIC HEARINGS

- A. REVIEW AND APPROVE ZONING CASE NO. 957, REQUEST FOR A VARIANCE AT 5 FLYING MANE LANE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

- A. CONSIDERATION TO ENGAGE THE SERVICES OF FORUM INFO-TECH FOR INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES FOR THREE YEARS, STARTING AUGUST 1, 2019; DIRECT THE CITY ATTORNEY'S OFFICE TO PREPARE A PROFESSIONAL SERVICES AGREEMENT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.
- B. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS FOR ON-CALL PLANNING CONSULTING SERVICES TO SUPPLEMENT THE PLANNING DEPARTMENT ON AN AS-NEEDED BASIS FOR FISCAL YEAR 2019-2020 FOR AN AMOUNT NOT-TO-EXCEED \$30,000.
- C. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH ENVIRONMENTAL DESIGN ASSOCIATES (EDA) TO REVIEW AND RECOMMEND ISSUANCE OF PERMITS PER THE ROLLING HILLS WATER EFFICIENT LANDSCAPE ORDINANCE.
- D. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WARRINER ASSOCIATES FOR ON-CALL ARBORIST SERVICES TO SUPPORT STAFF IN FIRE FUEL ABATEMENT CODE ENFORCEMENT CASES.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

- A. DISCUSS FIRE FUEL ABATEMENT ALONG THE CITY'S SOUTHERN BORDER, AREAS ADJACENT TO THE PALOS VERDES PENINSULA LAND CONSERVANCY (ORAL).

- B. RECEIVE A PRESENTATION FROM STAFF ON THE ELEMENTS OF A COMMUNITY WILDFIRE PROTECTION PLAN AND THE PROCESS TO COMPLETING A PLAN FOR ROLLING HILLS (ORAL).

10. MATTERS FROM STAFF

- A. CONSIDERATION AND APPROVAL OF \$1,500 FOR A SUMMER INTERN THROUGH EXP SUMMER INTERNSHIP PROGRAM.

11. ADJOURNMENT

Next meeting: Monday, AUGUST 6, 2019 at 7:00 a.m. at 13 Portuguese Bend Road, Rolling Hills, California.[3]

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.

All Planning Commission items have been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines unless otherwise stated.

**MINUTES OF
AN ADJOURNED REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
TUESDAY, JULY 2, 2019**

1. CALL TO ORDER

An adjourned regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 7:20 a.m. at 5 Flying Mane Lane, Rolling Hills, California.

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson.
Councilmembers Absent: None.
Others Present: Elaine Jeng, P.E., City Manager.
Planning Director, Yolanta Schwartz
Joseph Spierer, Architect

3. PUBLIC HEARING

A. **ZONING CASE NO. 957.** Request for a Variance from the requirement that utility lines be placed underground, (Sec.17.27.30 of RHMC), in conjunction with the construction of an addition and major remodel at an existing single family residence at **5 Flying Mane Lane**, (Lot 45-SF), (Walker). The project is exempt from the California Environmental Quality Act, (CEQA) pursuant to Section 15301.

Planning Director Schwartz gave a brief overview of the proposed variance and information related to the request. The applicant is requesting a variance from the requirement to place utility lines underground triggered by the construction of an addition and major remodel at an existing single family residence at 5 Flying Mane Lane. She stated that the applicant requested a variance to underground utility lines, as it was a condition of approval for an addition and major remodel. She stated the project is completed, except for the undergrounding. She stated that the applicant engaged several professionals and was advised that it would be very difficult to underground utility lines due to the steep slope and the type of soil that exists between the utility pole and the electrical panel, located on the side of the house.

Meeting participants walked up to the location of the utility pole, above the house. In response, the architect stated that the pole services a house to the north of the subject property on Flying Mane Lane. Councilmembers observed that in addition to the lines that run from the pole to the applicant's residence, there are lines that run from the pole in a westerly direction. Meeting

participants walked down the slope to the side of the residence and Councilmember Black walked down the slope along the side of the property to follow the utility lines.

Councilmember Black reported that there is a second pole on the side of the corral, below the house and the pool, from which there are lines that he followed, which connect to the pole above the residence. Councilmembers noticed that a portion of the utility lines between the poles are strung very low to the ground and are in the bushes and trees. Discussion ensued about the dangerous condition of these lines and if this should be remedied. Discussion also ensued about what it would take to underground the utility lines running from the pole below the pool and the house to the upper pole, given that the lines are low. Councilmember Pieper opined that another pole would have to be installed between the two existing poles to raise the lines and that would add a third pole to the property. Councilmembers directed staff to inquire of Edison Co. if the low lying wires cause a dangerous condition and who is responsible for clearing the bushes around the wires; they also directed staff to check with Edison whether another pole would need to be installed to raise the lines and what route would the undergrounding have to take, if the variance was denied and the owner was required to underground.

4. OPEN AGENDA - PUBLIC COMMENT

NONE.

5. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 8:00 a.m. The next regular meeting of the City Council is scheduled to be held on Monday, July 8, 2019 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Elaine Jeng, P.E.
City Clerk / City Manager

Approved,

Leah Mirsch
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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7/22/2019 CHECK RUN B

CHECK NO.	CHECK DATE	PAYEE	DESCRIPTION	AMOUNT
25980	7/9/2019	ROLLING HILLS ESTATES	PROP C FUNDS - GIFTING RESOLUTION 1237	65,000.00
25981	7/9/2019	PALOS VERDES PENINSULA TRANSIT	PROP A EXCHANGE RESOLUTION 1236	75,000.00
25982	7/15/2019	CCCA	2019-2020 CITY MEMBERSHIP DUES	1,400.00
25983	7/15/2019	COX COMMUNICATIONS	JUNE 2019 INTERNET AND TELEPHONE SERVICES	440.77
25984	7/15/2019	DAILY BREEZE	ADVERTISING - PVN	115.56
25985	7/15/2019	DAILY BREEZE	ADVERTISING - TORRANCE DAILY	330.00
25986	7/15/2019	MCGOWAN CONSULTING	MAY 2019 CONSULTING SERVICES	6,364.70
25987	7/15/2019	CITY OF RANCHO PALOS VERDES	7% OF MONTHLY ALRP CAMERA CONNECTIVITY COST	66.52
25988	7/15/2019	XEROX CORPORATION	JUNE 2019 MONTHLY CHARGES	46.00
25989	7/15/2020	CALIFORNIA WATER SERVICE CO	WATER USAGE 5/29 TO 6/26/19	307.05
25990	7/15/2019	GLADWELL GOVERNMENTAL SERVICES, INC.	JULY 2019 RECORDS MANAGEMENT	480.00
25991	7/15/2019	COUNTY OF LOS ANGELES AGRICULTURAL	JUNE 2019 COYOTE CONTROL	3,365.44
25992	7/15/2019	LOS ANGELES COUNTY SHERIFF'S DEPT	JUNE 2019 LAW ENFORCEMENT SERVICES	28,106.22
25993	7/15/2019	PITNEY BOWES	JUNE 2019 POSTAGE	1,510.00
25994	7/15/2019	TERMINEX	JUNE 2019 SERVICES	52.00
				\$ 182,584.26
				182,584.26

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 \$182,584.26 for the payment of above items.

Elaine Jeng, P.E., City Manager

7/16/19

CITY OF ROLLING HILLS RESIDENTIAL ALLIED WASTE RECYCLE NOW REPORT

Report Date:

2019

MONTH	RECYCLED (tons)	GREEN WASTE (tons)	C&D Recycled	C&D Disposed	Disposal Tonnage	Diversion %	MONTHLY TOTALS (tons)
2019							
January	23.07	114.12	13.57	7.30	137.12	51.07%	295.18
February	15.09	98.95	33.37	7.09	122.07	53.30%	276.57
March	67.62	92.91	23.36	10.01	91.16	64.51%	285.06
April	100.00	170.26	112.64	56.93	68.18	75.37%	508.01
May	48.00	156.77	27.12	3.45	150.00	60.18%	385.34
June	60.00	85.23	6.86	2.29	149.81	50.00%	304.19
July	-	-	-	-	-	0.00%	0.00
August	-	-	-	-	-	0.00%	0.00
September	-	-	-	-	-	0.00%	0.00
October	-	-	-	-	-	0.00%	0.00
November	-	-	-	-	-	0.00%	0.00
December	-	-	-	-	-	0.00%	0.00
Year to Date Totals:	313.78	718.24	216.92	87.07	718.34	60.79%	2,054.35
Average Monthly Totals:							
2019	52.30	119.71	36.15	14.51	119.72	59%	342.39

CITY OF ROLLING HILLS
BALANCE SHEET
June 30, 2019 Unaudited (Preliminary)

	GENERAL & CAPITAL FUND	DEPOSIT FUND	COPS & CLEEP	COMMUN. FACILITIES	MUNICIPAL SELF- INSUR.	REFUSE COLLECT.	TRAFFIC SAFETY	TRANSIT PROP A, C, M & TDA	UTILITY FUND	YTD TOTAL	BEGINNING OF YEAR TOTAL
ASSETS											
Cash & Cash Equivalents	\$ 5,280,294	\$ 1,303	\$ 72,174	\$ 10,942	\$ 260,374	\$ 532,190	\$ -	\$ 266,820	\$ 787,904	\$ 7,212,001	\$ 7,138,306
Cash & Cash Equivalents - Capital Project Fund Rule 20A	-	-	-	-	-	-	-	-	-	-	-
Poppy Trail Grading Bond	-	-	-	-	-	-	-	-	675,295	675,295	-
Accounts Receivable	25,681	-	-	-	-	42,467	-	-	-	-	305,000
Prepaid Expense & Deposits	6,207	-	-	-	-	-	-	-	-	68,148	266,996
										6,207	39,272
TOTAL ASSETS	\$ 5,312,182	\$ 1,303	\$ 72,174	\$ 10,942	\$ 260,374	\$ 574,657	\$ -	\$ 266,820	\$ 1,463,199	\$ 7,961,651	\$ 7,749,574
LIABILITIES											
Accounts & Contract Payable	\$ 611	\$ -	\$ -	\$ -	\$ -	\$ 397,136	\$ -	\$ -	\$ -	\$ 397,747	\$ 489,389
Employees Benefits Payable	2,956	-	-	-	-	-	-	-	-	2,956	18,525
Deposits	7,964	1,303	-	-	-	-	-	-	-	9,267	314,735
Deferred Revenues	-	-	-	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	11,531	1,303	-	-	-	397,136	-	-	-	409,970	822,649
FUND BALANCE											
Restricted Fund Balance			72,174					266,820		338,994	1,647,848
Unassigned Fund Balance	5,300,651	-	-	10,942	260,374	177,521	-	-	1,463,199	7,212,687	5,279,077
TOTAL UNASSIGNED FUND BALANCE	5,300,651	-	72,174	10,942	260,374	177,521	-	266,820	1,463,199	7,551,681	6,926,925
TOTAL UNASSIGNED FUND BALANCE & LIABILITIES	\$ 5,312,182	\$ 1,303	\$ 72,174	\$ 10,942	\$ 260,374	\$ 574,657	\$ -	\$ 266,820	\$ 1,463,199	\$ 7,961,651	\$ 7,749,574

COMPOSITION OF CASH

Petty Cash	\$ 1,500
OPUS Bank - Checking Account	40,598
OPUS Bank - Money Market	254,847
OPUS Bank - Interest Checking	1,048,736
Calif. State Local Agency Investment Fund	2,676,320
Malaga Bank - Preferred - CD's	3,190,000
	<u>\$ 7,212,001</u>

Prepared By:  Date: 7-17-19
Terry Shea, Finance Director

Approved By:  Date: 7/18/19
Elaine Jena, P.E., City Manager

CITY OF ROLLING HILLS
SUMMARY STATEMENT OF REVENUES AND EXPENDITURES
Actual Compared to Annual Budget
PRELIMINARY - NOT AUDITED
July 1, 2018 to June 30, 2019

<u>Fund</u>	This Year	Last Year	This Year Better (Worse)	Annual Budget & Adj.	Remaining Budget
GENERAL					
Revenues	\$ 2,043,577	\$ 2,081,446	\$ (37,869)	2,211,950	\$ 168,373
Expenditures	1,858,756	1,802,605	(56,151.00)	2,367,525	508,769
Net Revenue before transfers	184,821	278,841	(94,020.00)	(155,575)	(340,396)
Transfers in (out)	(4,967)	2,462	(7,429)	(262,800)	(257,833)
Net Revenue	\$ 179,854	\$ 281,303	\$ (101,449)	(418,375)	\$ (598,229)
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS)					
Revenues	\$ 148,747	\$ 139,416	\$ 9,331	140,125	\$ (8,622)
Expenditures	146,036	131,653	(14,383)	142,700	(3,336)
Net Revenue before transfers	2,711	7,763	(5,052)	(2,575)	(5,286)
Transfers in (out)	-	-	-	-	0
Net Revenue	\$ 2,711	\$ 7,763	\$ (5,052)	(2,575)	\$ (5,286)
CAPITAL IMPROVEMENT FUND					
Revenues	\$ -	\$ -	\$ -	-	\$ -
Expenditures	5,211	475	(4,736)	234,000	228,789.00
Net Revenue before transfers	(5,211)	(475)	(4,736)	(234,000)	(228,789.00)
Transfers in (out)	5,211	475	4,736	234,000	228,789.00
Net Revenue	\$ -	\$ -	\$ -	-	\$ -
COMMUNITY FACILITIES					
Revenues	\$ -	\$ -	\$ -	100	\$ 100
Expenditures	2,500	2,700	200	7,500	5,000
Net Revenue before transfers	(2,500)	(2,700)	200	(7,400)	(4,900)
Transfers in (out)	-	-	-	6,300	6,300
Net Revenue	\$ (2,500)	\$ (2,700)	\$ 200	(1,100)	\$ 1,400
MUNICIPAL SELF-INSURANCE					
Revenues	\$ -	\$ -	\$ -	-	\$ -
Expenditures	-	-	-	3,000	3,000
Net Revenue before transfers	-	-	-	(3,000)	(3,000)
Transfers in (out)	-	-	-	-	-
Net Revenue	\$ -	\$ -	\$ -	(3,000)	\$ (3,000)
REFUSE COLLECTION					
Revenues	\$ 770,401	\$ 772,268	\$ (1,867)	770,900	\$ 499
Expenditures	794,196	774,804	(19,392)	794,200	4
Net Revenue before transfers	(23,795)	(2,536)	(21,259)	(23,300)	495
Transfers in (out)	(24,000)	(24,000)	-	(24,000)	0
Net Revenue	\$ (47,795)	\$ (26,536)	\$ (21,259)	(47,300)	\$ 495
TRAFFIC SAFETY					
Revenues	\$ -	\$ -	\$ -	50	\$ 50
Expenditures	23,756	23,020	(736)	46,550	22,794
Net Revenue before transfers	(23,756)	(23,020)	(736)	(46,500)	(22,744)
Transfers in (out)	23,756	21,063	2,693	46,500	22,744
Net Revenue	\$ -	\$ (1,957)	\$ 1,957	-	\$ -
TRANSIT - PROPOSITION A, C & M & TDA					
Revenues	\$ 121,673	\$ 107,204	\$ 14,469	119,400	\$ (2,273)
Expenditures	-	-	-	255,000	255,000.00
Net Revenue before transfers	121,673	107,204	14,469	(135,600)	(257,273)
Transfers in (out)	-	-	-	-	-
Net Revenue	\$ 121,673	\$ 107,204	\$ 14,469	(135,600)	\$ (257,273)
UTILITY FUND					
Revenues	\$ -	\$ -	\$ -	-	\$ -
Expenditures	17,500	-	(17,500)	150,000	132,500
Net Revenue before transfers	(17,500)	-	(17,500)	(150,000)	(132,500)
Transfers in (out)	-	-	-	-	-
Net Revenue	\$ (17,500)	\$ -	\$ (17,500)	(150,000)	\$ (132,500)
TOTAL ALL FUNDS					
Revenues	\$ 3,084,398	\$ 3,100,334	\$ (15,936)	3,242,525	\$ 158,127
Expenditures	2,847,955	2,735,257	(112,698)	4,000,475	1,152,520
Net Revenue before transfers	236,443	365,077	(128,634)	(757,950)	(994,393)
Transfers in (out)	-	-	-	-	-
Net Revenue	\$ 236,443	\$ 365,077	\$ (128,634)	(757,950)	\$ (994,393)

\$ RH Income Statement FY 2018-2019 \$ (757,950) 2019 (924,971)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
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Agenda Item No: 4E
Mtg. Date: 07/22/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR
THROUGH: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: SECOND READING- WAIVE THE FULL READING OF ORDINANCE NO. 362 OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING SECTION 8.08.580 CONSTRUCTION AND DEMOLITION WASTE OF THE CITY OF ROLLING HILLS MUNICIPAL CODE.
DATE: JULY 22, 2019
ATTACHMENT:

- 1. ORDINANCE NO. 362 - AN ORDINANCE OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING SECTION 8.08.580 (CONSTRUCTION OR DEMOLITION WASTE) OF CHAPTER 8.08 (SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION) OF TITLE 8 (HEALTH AND SAFETY) OF THE ROLLING HILLS MUNICIPAL CODE TO REQUIRE COLLECTION OF A DEPOSIT ASSOCIATED WITH A CONSTRUCTION/DEMOLITION HAULING PERMIT.**

BACKGROUND

Pursuant to Section 8.08.580 of the Rolling Hills Municipal Code ("RHMC"), a construction and demolition waste hauling permit is required to serve residents in removing construction and demolition waste from any construction, remodeling, or demolition project in the City of Rolling Hills. The California Green Building Standards Code requires sixty-five percentage of all construction and demolition waste generated

by a project to be diverted from landfills. Haulers are required to submit reports demonstrating compliance with the diversion requirement. The City is required to enforce this provision of the code. At the June 24, 2019 City Council meeting, the City Council adopted a Fee Resolution to include collection of \$750 deposit for a C & D permit, which is fully refundable upon receipt by the City of the required reports. The requirement for the deposit must be codified in the ordinance.

This proposed ordinance was introduced for first reading at the July 8, 2019 City Council meeting. After consideration and discussion by the City Council, the proposed ordinance was approved for a second reading and adoption.

RECOMMENDATION

It is recommended that the City Council waive the full reading and adopt on second reading Ordinance No. 362 - An Ordinance of the City of Rolling Hills Amending Chapter 8.08 (Solid Waste and Recyclable Material Collection) of Title 8 (Health and Safety) of the Rolling Hills Municipal Code.

ORDINANCE NO. 362

AN ORDINANCE OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING SECTION 8.08.580 (CONSTRUCTION OR DEMOLITION WASTE) OF CHAPTER 8.08 (SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION) OF TITLE 8 (HEALTH AND SAFETY) OF THE ROLLING HILLS MUNICIPAL CODE TO REQUIRE COLLECTION OF A DEPOSIT ASSOCIATED WITH A CONSTRUCTION/DEMOLITION HAULING PERMIT

RECITALS

A. Pursuant to Section 8.08.580 of the Rolling Hills Municipal Code ("RHMC"), a construction and demolition waste hauling permit is required in order to remove construction and demolition waste from any construction, remodeling, or demolition project in the City of Rolling Hills ("City");

B. Permitted haulers are required to divert from landfills a certain percentage of all construction and demolition waste generated by a project and to submit reports with the disposal amount and location to the City on a quarterly basis and at the completion of the project;

C. City staff has difficulty obtaining the required documentation from the permitted haulers; and

D. The City Council of the City of Rolling Hills wishes to amend the RHMC to address this difficulty by authorizing the collection of a deposit with the application from permitted haulers to be refunded upon completion of the reporting requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 8.08.580 (Construction or demolition waste) of Chapter 8.08 (Solid Waste and Recyclable Material Collection) of Title 8 (Health and Safety) of the Rolling Hills Municipal Code is hereby amended to read as follows:

8.08.580 - Construction or demolition waste.

- A. Minimum Construction or Demolition Waste Diversion Requirements. Every covered project shall divert at least sixty-five percent, measured by weight, of all construction or demolition waste generated by the covered project.
- B. Exempt Projects. The diversion and reporting requirements of this section shall not apply to the following projects:
 - 1. Any construction, remodeling or demolition project that does not generate recyclable materials or construction/demolition waste.
 - 2. Any project that requires emergency demolition in order to protect the public health or safety as determined by the Manager prior to the issuance of a demolition permit.

The City Manager shall be authorized to make a final determination of whether a project is a covered or an exempt project.

C. Construction/Demolition Hauling Permit.

1. A construction/demolition hauling permit may be issued pursuant to this section to construction/demolition haulers under contract with a property owner in the City and who are not engaged in the regular collection of refuse in the City.
2. Permit Required. No person or solid waste enterprise shall remove construction and demolition waste from a covered project within the City without first obtaining a construction/demolition hauling permit or a franchise under Chapter 8.08. Residents shall only use a permitted construction/demolition hauler or a franchised Collector, for removal of construction/demolition waste from any covered project within the City.
3. Application for Construction/Demolition Hauling Permit. An application for a permit shall be filed with the City Manager and be accompanied by an application fee in an amount set by City Council resolution to reimburse the City for all expenses incurred by it in connection with granting the permit and a deposit fee in an amount set by City Council resolution to be refunded upon verification by the City Manager, or his or her designee, of compliance with the requirements of Section 8.08.580(E).

The application shall include, at a minimum, the following information:

- a. Name, address, telephone number of the applicant and any other principals in the hauler's business.
 - b. Name, address, and resident telephone number of the subject construction/demolition project, and a copy of the service agreement for collection services at the site.
 - c. The type and amount of materials and waste material that the hauler is capable of transporting.
 - d. The number of vehicles that the hauler utilizes.
 - e. The name, address and contact information for the waste disposal facilities where the hauler will take diverted material and where the hauler will take waste.
 - f. Such other pertinent facts or information as the City Manager may require including but not limited to evidence of State certification, evidence of previous experience, and demonstration of reliable and safe equipment.
4. In order to be legally qualified to obtain a construction/demolition hauler permit:
 - a. The applicant shall be willing and able to comply with the provisions of this code, applicable law, and all requirements of the permit.
 - b. The applicant shall have demonstrated ability to remove and transport the required construction/demolition waste to the appropriate waste disposal facilities.
 - c. The applicant shall not have filed materially misleading information in its application or intentionally withheld information that the applicant lawfully is required to provide.

- d. The applicant shall not have violated the terms of this section or a probation order issued by the City Manager, or had a construction/demolition hauling permit revoked, on another construction or demolition project in the City for [a] three-year period preceding the date of application, as provided in subsection (F)(3) below.
5. Issuance of Permits. The City Manager may issue a limited construction/demolition hauler permit to collect and divert construction/demolition waste from a specific project site in the City, subject to such conditions as are necessary to protect the public health, safety and welfare and to assure that the permit is exercised for its circumscribed purposes. A permit shall not be transferred to another person or solid waste enterprise. Permits shall remain in effect for the amount of time specified on the permit, unless an extension is granted in writing by the City Manager for the purpose of completing work on the specified project. Extension request shall be submitted in writing, no less than thirty days before expiration of the permit. The City Manager may grant an extension subject to the criteria set forth in Section 8.08.580(C)(3).
6. A permitted construction/demolition hauler shall be subject to the following provisions of Chapter 8.08: Sections 8.08.150 Collector's liability insurance; 8.08.160 Worker's compensation insurance; 8.08.170 Indemnification; 8.08.190 Responsibility for damages; 8.08.200 Office for inquiries and complaints; 8.08.210 Permits and licenses; 8.08.260 City inspection authority; 8.08.270 Vehicle identification; 8.08.290 Operation of equipment; 8.08.330 Hours of collection; 8.08.340 Litter; 8.08.360 Trespass, 8.08.370 Noise; 8.08.380 Ownership; 8.08.390 Disposal, 8.08.400 Resource recovery, and all other applicable provisions of the Municipal Code.
- D. Records. During the term of any covered project, the permitted hauler shall keep records of the amount of waste disposed and diverted in tonnage or in other measurements approved by the City Manager that can be converted to tonnage.
- E. Reporting.
 1. Every three months from the date the permit is issued, the hauler shall submit under penalty of perjury, documentation to the satisfaction of the manager establishing compliance with the requirements of this section. The documentation shall consist of a completed "Quarterly Recycling and Waste Reduction Compliance Report," showing the weight of materials disposed and diverted, supported by evidence satisfactory to the Manager, which may include originals or photocopies of receipts and weight tickets/invoices or other records of measurement from recycling and/or landfill disposal companies. Receipts and weight tickets may be required by the Manager to verify the amount of construction or demolition waste generated from the site that has been diverted.
 2. Within thirty calendar days following the completion of any covered project, the hauler shall submit under penalty of perjury documentation to the satisfaction of the manager establishing compliance with the requirements of this section. The documentation shall consist of a completed "Recycling and Waste Reduction Final Compliance Report" showing the weight of materials disposed and diverted, supported by evidence satisfactory to the Manager, which may include

originals or photocopies of receipts and weight tickets/invoices or other records of measurement from recycling companies and/or landfill and disposal companies. Receipts and weight tickets may be required by the Manager to verify the amount of construction or demolition waste generated from the site that has been diverted.

F. Probation and Revocation.

1. Failure by a permitted hauler to comply with the diversion and/or reporting requirements of this section may result in automatic revocation of the construction/demolition hauler permit, or in the City Manager's discretion a probation order.
2. The Manager is authorized to put a hauler on probation when the hauler fails to submit quarterly reports, or fails to demonstrate compliance with the diversion requirements in the quarterly reports, or final compliance report. A probation order shall be in writing and provide the hauler an opportunity to demonstrate compliance with the reporting and diversion requirements in future "Quarterly Recycling and Waste Reduction Compliance Reports" and/or the "Recycling and Waste Reduction Final Compliance Report." The probation order may impose reasonable conditions on the hauler aimed at achieving compliance with such requirements.
3. A hauler whose permit has been revoked, or who has failed to comply under a probation order, shall be notified in writing and shall not be eligible for a new permit for a period of three years from the date of the final written decision.
4. The Manager's decision to issue a probation order or to revoke a permit may be appealed to the City Council in the same manner as decisions are appealed under Sections 8.08.090 through 8.08.130.

G. Monitoring Responsibility of Manager. The City Manager shall monitor each covered project for compliance with this section.

H. Implementing Regulations. The Manager shall have the authority to establish regulations for the implementation of this section, and when duly established, such regulations shall be in full force and effect.

SECTION 2. The City Council hereby finds and determines that this ordinance is exempt from the requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) ("Common Sense Exemption") of the CEQA Guidelines as it can be said with certainty that there will be no environmental impact from the collection of a deposit associated with a Construction/Demolition Hauling Permit.

SECTION 3. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 4. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Rolling Hills's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

PASSED, APPROVED and ADOPTED this 22 day of July 2019.

LEAH MIRSCH
MAYOR

ATTEST:

CITY CLERK

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

I certify that the foregoing Ordinance No. 362 entitled:

AN ORDINANCE OF THE CITY OF ROLLING HILLS, CALIFORNIA,
AMENDING SECTION 8.08.580 (CONSTRUCTION OR DEMOLITION
WASTE) OF CHAPTER 8.08 (SOLID WASTE AND RECYCLABLE
MATERIAL COLLECTION) OF TITLE 8 (HEALTH AND SAFETY) OF THE
ROLLING HILLS MUNICIPAL CODE TO REQUIRE COLLECTION OF A
DEPOSIT ASSOCIATED WITH A CONSTRUCTION/DEMOLITION
HAULING PERMIT.

was approved and adopted at a regular meeting of the City Council on July 22, 2019, by the
following roll call vote:

AYES.

NOES:

ABSENT:

ABSTAIN:

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

Administrative Offices.

CITY CLERK



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: 5A
Mtg. Date: 07/22/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

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

SUBJECT: RECEIVE AND FILE RESOLUTION NO. 2019-11 FROM THE PLANNING COMMISSION GRANTING APPROVAL OF A CONDITIONAL USE PERMIT TO CONVERT AN EXISTING 689 SQUARE FOOT STABLE, TO A MIXED-USE STRUCTURE IN ZONING CASE NO. 959 AT 49 EASTFIELD DRIVE (LOT 33-EF) ROLLING HILLS, CA, (WALDMAN).

DATE: JULY 22, 2019

ATTACHMENT:

- 1. RESOLUTION NO. 2019-11**
- 2. VICINITY MAP**

BACKGROUND

This report from the Planning Commission was brought before the City Council for receive and file at the July 8, 2019 meeting. Members of the City Council requested that the applicant provide vicinity map showing the adjacent structure(s) and the distance from the set aside stable and corral area to the structure(s) on the adjacent lot. The applicant submitted a vicinity map showing the closest point of the set aside area is 53 feet to the adjacent residence at 51 Eastfield Drive.

In 2013, the prior owners of the property were granted a Conditional Use Permit for a 689 square foot stable and a 550 square foot corral. In March 2012, an administrative approval was granted to construct a 971 square foot addition with an 1,196 square foot basement for a major remodel of the residence, and a 756 square foot pool.

The property is zoned RAS-1 and the gross lot area is 1.30 acres and 1.17 acres excluding the roadway easement. The net lot area for development purposes is 0.97 acres or 42,295 square feet. The property is developed with a 3,261 square foot residence with 1,196 square foot basement and 948 square foot attached garage, 689 square foot stable, 756 square foot swimming pool and a spa, detached trellis, attached porches and a service yard.

The Planning Commission at their June 25, 2019 Adjourned meeting adopted Resolution No. 2019-11 granting the request and found that the use is compatible with the site, meets the requirements of a mixed-use structure and there is an adequate and feasible area on the property for a future stable and corral.

DISCUSSION

The applicants request a Conditional Use Permit to legalize a conversion of an existing 689 square foot stable to a mixed-use structure which includes a 450 square foot recreation room and a 239 square foot storage space. The structure has an attached 211 square foot porch. The project also includes setting aside a 1,000 sq.ft. area for a future stable and corral. Access to the future stable corral is available through the existing access pathway. The lot was graded in the past and the disturbed area is 71.6% of the net lot area. The applicants propose to stay within the previously disturbed area when designating a stable/corral set aside.

Lot Coverage

The existing structural coverage of 15.4% (20% max. permitted) and total lot coverage of 30.13% (35% max. permitted) are only changing due to the added stable set aside of 450 square feet; therefore the resulting structural coverage is 16.5% (20% max. permitted) and total lot coverage is 31.17% (35% max. permitted), in conformance with the code requirements.

Conditions for Mixed-Use

Section 17.16.040 of the Rolling Hills Municipal Code permits a mixed-use structure that exceeds two hundred square feet provided a Conditional Use Permit has been issued subject to the conditions set forth in Section 17.16.210(A)(6).

Section 17.12.130(M) of the Rolling Hills Municipal Code defines mixed use structure as: "Mixed use structure" means a structure detached from the primary building and used or designed to be used for a garage or for two or more of the following uses: garage, keeping of horses or other permitted animals, storage of equestrian, agricultural and general household goods, recreational purposes, an office, a study or other uses. Two or more of the same uses within the structure are not permitted. If any of the uses include keeping of horses or other permitted animals, no portion of the structure may contain a guest-house or sleeping quarters for humans.

The converted structure meets the applicable conditions and is so stipulated in the Resolution.

Utility Lines

All utility lines have already been placed underground.

Neighbors' Participation

No neighbors objected to the project. At the Planning Commission field trip owner of the adjacent property was present in support of the conversion.

Environmental Review

The project has been determined to be categorically exempt (Class 3) pursuant to Section 15303 of the California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDATION

Staff recommends that the City Council receive and file this report.

RESOLUTION NO. 2019-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF A CONDITIONAL USE PERMIT TO CONVERT AN EXISTING 689 SQUARE FOOT STABLE, TO A MIXED-USE STRUCTURE IN ZONING CASE NO. 959 AT **49 EASTFIELD DRIVE** (LOT 33-EF) ROLLING HILLS, CA, (WALDMAN).

THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Application was duly filed by Mr. and Mrs. Waldman (Applicants) with respect to real property located at 49 Eastfield Drive (Lot 33-EF) requesting a Conditional Use Permit to convert an existing 689 square foot stable to a mixed use structure, 450 square foot recreation room and a 239 square foot storage space, while reserving an area for future stable and corral elsewhere on the lot.

Section 2. The property is zoned RAS-1 and consists of 1.17 acres, excluding the roadway easement. The net lot area for development purposes is 0.97 acres or 42,295 square feet.

Section 3. The property is currently developed with a 3,261 square foot residence with 1,196 square foot basement, 948 square foot attached garage, 689 square foot stable, service yard, swimming pool and equipment area. The stable was built in 2013 and in 2012 additions were made to the residence and the residence underwent a major remodel.

Section 4. The structure that was originally constructed as a stable is currently not used as a stable. The applicants propose to use this structure as a recreation room and storage room and allocate an area elsewhere on the lot for a future stable and corral subject to a future Conditional Use Permit.

Section 5. On May 21, 2019, the Planning Commission conducted a duly noticed public hearing on the subject application in the field at 49 Eastfield Drive and at its evening meeting on May 21, 2019. The applicant and his agent were notified of the public hearings in writing by first class mail and they were present at the hearings. Evidence was heard and presented from all persons interested in affecting said proposal and from members of the City staff.

Section 6. The Planning Commission finds that the project qualifies as a Class 1 Exemption pursuant to 14 CCR Section 15301 (Existing Facilities) and as Class 3 Exemption pursuant to 14 CCR Section 15303 (New Construction or Conversion of Small Structures) and is therefore categorically exempt from environmental review under the California Environmental Quality Act.

Section 7. Section 17.16.040 of the Rolling Hills Municipal Code permits a mixed-use structure that exceeds two hundred square feet provided a Conditional Use Permit has been issued subject to the conditions set forth in Section 17.16.210(A)(6). Applicants seek a mixed-use structure with a 450 square foot recreation room and a 239 square foot storage space. With respect to this request for a Conditional Use Permit, the Planning Commission finds as follows:

A. The proposed conditional use is consistent with the General Plan. The conversion of a structure previously approved as a stable into a mixed use would be consistent with the purposes and objectives of the General Plan because the use is consistent with similar uses in the community and meets all the applicable code development standards for a mixed-use structure. The project also designates an area being set aside for the future stable and corral which is adequately sized to accommodate a 450 square foot stable and 550 square foot adjoining corral. Such area is appropriately located in that it will be sufficiently separated from nearby structures used for habitation or containing sleeping quarters both on and off the project site.

B. The nature, condition and development of adjacent uses, buildings and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, building or structures. The interior remodeling of a stable to a mixed-use structure will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures because the structure is located near outdoor recreational amenities including a play field and walkways accessing the residence. The mixed-use structure's orientation is towards the lot interior and main residence as opposed to towards neighbors and its general location is of sufficient distance from nearby residences so as to not impact the view or privacy of surrounding neighbors. The mixed-use structure complies with the low profile residential development pattern of the community and is screened from neighbors view and separated by a bridle trail that will be retained.

C. The site for the proposed conditional use is of adequate size and shape to accommodate the use and buildings proposed. The net lot area for development purposes is 0.97 acres or 42,295 square feet. The property is currently developed with a 3,261 square foot residence, including 1,196 square foot basement, 948 square foot attached garage, service yard, swimming pool, and equipment area. The proposed mixed-use structure is 450 square feet for the recreation room and 239 square feet for the storage space. The lot can accommodate the proposed mixed use structure.

D. The proposed conditional use complies with all applicable development standards of the zone district. The 689 square foot mixed-use structure is less than the maximum 800 square feet permitted under the RHMC and does not encroach into any setback areas and is not located in the front yard of the lot.

E. The proposed conditional use is consistent with the portions of the Los Angeles County Hazardous Waste Management Plan relating to siting criteria for hazardous waste facilities because the project site is not listed on the current State of California Hazardous Waste and Substances Sites List.

F. The proposed conditional use observes the spirit and intent of Title 17 (Zoning) because the mixed-use structure complies with the requirements of the Title 17. The mixed-use structure is screened from adjacent properties and is not obtrusive to neighbors. Additionally, an adequate area has been set aside for the construction of a future stable structure and adjacent corral.

Section 8. Based upon the foregoing findings, the Planning Commission hereby approves Zoning Case No. 959 for a Conditional Use Permit for conversion of a stable to a 450 square foot recreation room and a 239 square foot storage room with a set aside area for a future 450 square foot stable and 550 square foot corral, subject to the following conditions:

A. The Conditional Use Permit approval shall expire within two years from the effective date of approval as defined in Section 17.42.070, unless otherwise extended pursuant to the requirements of this section.

B. If any condition of this resolution is violated, the entitlement granted by this resolution shall be suspended and the privileges granted hereunder shall lapse and upon receipt of written notice from the City, all construction work being performed on the subject property shall immediately cease, other than work determined by the City Manager or his/her designee required to cure the violation. The suspension and stop work order will be lifted once the Applicant cures the violation to the satisfaction of the City Manager or his/her designee. In the event that the Applicant disputes the City Manager or his/her designee's determination that a violation exists or disputes how the violation must be cured, the Applicant may request a hearing before the City Council. The hearing shall be scheduled at the next regular meeting of the City Council for which the agenda has not yet been posted; the Applicant shall be provided written notice of the hearing. The stop work order shall remain in effect during the pendency of the hearing. The City Council shall make a determination as to whether a violation of this Resolution has occurred. If the Council determines that a violation has not occurred or has been cured by the time of the hearing, the Council will lift the suspension and the stop work order. If the Council determines that a violation has occurred and has not yet been cured, the Council shall provide the Applicant with a deadline to cure the violation; no construction work shall be performed on the property until and unless the violation is cured by the deadline, other than work designated by the Council to accomplish the cure. If the violation is not cured by the deadline, the Council may either extend the deadline at the Applicant's request or schedule a hearing for the revocation of the entitlements granted by this Resolution pursuant to Chapter 17.58 of the Rolling Hills Municipal Code (RHMC).

C. All requirements of the Building and Construction Ordinance, the Zoning ordinance, and of the zone in which the subject property is located must be complied with unless otherwise set forth in this permit, or shown otherwise on an approved plan.

D. The lot shall be developed and maintained in substantial conformance with the site plan on file dated May 14, 2019 except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review shall conform to the approved development plan. All conditions of the Conditional Use Permit approval shall be incorporated into the building permit working drawings, and where applicable complied with prior to issuance of a building permit from the building department.

E. Prior to submittal of final working drawings to the Building and Safety Department for issuance of building permits, the plans for the project shall be submitted to City staff for verification that the final plans are in compliance with the plans approved by the Planning Commission.

F. A licensed professional preparing construction plans for this project for Building Department review shall execute a Certificate affirming that the plans conform in all respects to this Resolution approving this project and all of the conditions set forth therein and the City's Building Code and Zoning Ordinance.

Further, the person obtaining a building permit for the conversion shall execute a Certificate of Construction affirming that the project will be constructed according to this Resolution and any plans approved therewith.

G. The existing structural coverage of 15.4% (20% max. permitted) and total lot coverage of 30.13% (35% max. permitted) are only changing based on the added stable set aside area of 450 square feet. The proposed structural coverage is 16.5% (20% max. permitted) and total lot coverage is proposed to be 31.17% (35% max. permitted).

H. The lot was graded in the past and the disturbed area is 71.6%. The applicants shall stay within the previously disturbed area for the designated stable/corral set aside area.

I. There shall be no grading for this project.

J. The applicant shall comply with all requirements of the Lighting Ordinance of the City of Rolling Hills (RHMC 17.16.190 E), pertaining to lighting for the mixed use structure; roofing material requirements of properties in the Very High Fire Hazard Severity Zone, and all other ordinances and laws of the City of Rolling Hills and the LA County Building Code.

K. The mixed-use structure shall not be used as sleeping quarters and may not be rented out. Kitchenette and sanitary facility consisting of a toilet, shower and a sink may be constructed within the recreation room. The mixed-use structure shall not be located in the front yard of any setback and shall not exceed 800 square feet.

L. During remodel for the conversion, the property owners shall be required to schedule and regulate construction and related traffic noise throughout the day between the hours of 7 AM and 6 PM, Monday through Saturday only, when construction and mechanical equipment noise is permitted, so as not to interfere with the quiet residential environment of the City of Rolling Hills.

M. During and after construction, all parking shall take place on the project site and, if necessary, any overflow parking shall take place within nearby roadway easements.

N. The property owners shall be required to conform with the Regional Water Quality Control Board and County Public Works Department Best Management Practices (BMP's) requirements related to solid waste and storm water management.

O. The applicant shall execute an Affidavit of Acceptance of all conditions of this permit pursuant to Zoning Ordinance, or the approval shall not be effective.

P. Any action challenging the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in Section 17.54.070 of the Rolling Hills Municipal Code and Code of Civil Procedure Section 1094.6.

PASSED, APPROVED AND ADOPTED THIS 25th DAY OF JUNE 2019.

BRAD CHELF, CHAIRMAN

ATTEST:

CITY CLERK

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

I certify that the foregoing Resolution No. 2019-11 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF A CONDITIONAL USE PERMIT TO CONVERT AN EXISTING 689 SQUARE FOOT STABLE, TO A MIXED-USE STRUCTURE IN ZONING CASE NO. 959 AT **49 EASTFIELD DRIVE** (LOT 33-EF) ROLLING HILLS, CA, (WALDMAN).

was approved and adopted at an adjourned regular meeting of the Planning Commission on June 25, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Administrative Offices

CITY CLERK

Agent:
Christian Rogge
PO Box 3113
El Segundo, CA 90245
323-447-6553

Architect:
Tom Hernandes
PO Box 3113
El Segundo, CA 90245
323-447-6553

Craig and Cindy Waldman
49 Eastfield Drive
Rolling Hills, CA 90274
310-251-4407

Project Info:
Neighbors

Plan T-1a
Overview





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: 6A
Mtg. Date: 07/22/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

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

SUBJECT: REVIEW AND APPROVE ZONING CASE NO. 957, REQUEST FOR A VARIANCE AT 5 FLYING MANE LANE.

DATE: JULY 22, 2019

ATTACHMENT:

- 1. CORRESPONDENCE:**
SOUTHERN CALIFORNIA EDISON
GEOLOGICAL OPINION LETTER FROM T.I.N. ENGINEERING
COMPANY
ANALYSIS OF UNDERGROUNDING MAIN LINE FROM
CHECKERS CONSTRUCTION
ANALYSIS OF UNDERGROUNDING LETTER FROM ECM
- 2. PICTURES OF THE PROJECT SITE**
- 3. SITE PLAN - LOCATION OF POLES**

BACKGROUND

On May 21, 2019, the Planning Commission granted a Variance in Zoning Case No. 957 to allow the applicant, Mr. Walker, not to underground utility lines from the house to a pole located on his property. The applicant recently completed a 990 square foot addition and major renovation on the house. Pursuant to Section 17.27.030 of the Zoning Code, one of the conditions of the residential approval was to underground existing overhead utility lines from the residence to the pole. The provision does not dictate which pole on or off the property one must underground to.

At the June 10, 2019 City Council meeting, the City Council took the case under jurisdiction. Pursuant to Section 17.54.015 of the Rolling Hills Municipal Code, review hearing for cases taken under jurisdiction by the City Council shall be conducted as de novo hearings. The City Council visited the site on July 2, 2019 and continued the hearing to July 8, 2019.

DISCUSSION

Prior to the applicant filing for a variance, staff met with the owner and also spoke to Southern California Edison (Edison) Planner to discuss alternate routes for the undergrounding, such as trenching in a different direction or around the hill and connecting to the new panel from a different angle or trenching closer to the surface. The Edison Planner did not think these were feasible options. The applicant spoke to experts in this field and was advised that these are not viable alternatives.

The property is located 20' to 25' below the utility pole serving the residence. The existing above ground electrical lines are strung along a steep slope, (approximately 66%) from the utility pole located on subject property to an electrical panel located on the northeastern wall of the house. The main utility line on the utility pole runs to another utility pole west of the property located below the house. The distance between the two poles is approximately 180 feet, measuring in a straight line.

Staff was directed to contact Edison regarding the low strung main utility lines between the aforementioned utility poles. Portion of the main utility lines go through trees and bushes on the applicant's property.

At the July 8, 2019 meeting staff reported that the Edison Planner characterized the condition on the property where the main utility lines go through the trees is dangerous. Furthermore, the Edison Planner noted that it would be Edison's responsibility to trim the trees. As far as how the undergrounding could be accomplished between the lower and upper pole, and if a new pole would need to be installed somewhere in the middle where the wires are low, staff reported that the Edison Planner was not able to visit the property prior to the meeting and that the planner is scheduled to visit the property on July 11, 2019.

The Edison Planner visited the site on Wednesday, July 17, 2019 and found the following:

- The main utility lines are low due to a very large tree branch leaning on them, not because of the ascending slope. Edison would remove the brush around the lines, but they would not cut such a large branch.
- The main utility lines running from the lower pole to the upper pole are telecommunication lines for 5 Flying Mane Lane and electrical and telecommunication lines feeding other properties.

- It would be difficult to underground from the applicant's existing electrical panel to the pole above, due to the shallow bedrock and soft, uncompacted dirt on the surface of the slope.
- An alternate solution would be to install a new pole in the flat portion of the easement between the lower and upper pole. Feed the owner of 5 Flying Mane Lane underground from the new pole and eliminate lines currently feeding the applicant's residence from the pole above.
- The owner would be required to relocate the existing electrical panel to the north wall of the house.
- The two existing poles and the lines between them, other than to 5 Flying Mane Lane would remain, since they feed other properties.
- Edison would need an easement from the owner of 5 Flying Mane Lane to place the new pole.

REPORTS SUBMITTED BY THE APPLICANT

The owner engaged several companies who submitted letters to explain the difficulty in undergrounding the lines. The letters are enclosed with this staff report.

Kevin Duong, Edison Planner stated that he has concerns with the soils integrity due to "the sharp pitch of the hill side slope" between the power pole and the panel location. He has submitted a schematic of the depth of the trench that would have to be dug to bury the lines, and states that it would have to go through bedrock.

T.I.N Engineering Company completed a geologic investigation for the slope between the house and the power pole. Although the report does not address why the utility lines could not be placed underground, it describes the steep slope and bedrock in close proximity to the surface. The report states that Edison Co. requires 30" deep trench, for placing their lines underground and trenching in bedrock is difficult. According to Edison, at 30" deep there are existing telecommunication conduits. Edison is required to separate the lines by 12". The underground electrical line for the project would need to be 42" deep (30"+12").

Robert Storrie of Checker Construction submitted a letter stating that in his opinion as a contractor, the undergrounding from the power pole to the house panel would be "fiscally, environmentally and structurally irresponsible".

E C M, Earth, Construction and Mining contractor submitted a letter stating that due to the location of bedrock one would have to use dynamite to create a trench for undergrounding. He also states that the vibration, besides creating a nuisance for neighbors, can travel through the rock strata and can cause slope failure and/or subsidence at a later date due to land movement or water saturation.

CEQA

The project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA).

RECOMMENDATION

It is recommended that the City Council review the report and provide direction to staff.

VARIANCE REQUIRED FINDINGS
A. That there are exceptional or extraordinary circumstances or conditions applicable to the property that do not apply generally to other properties in the same vicinity and zone; and
B. That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question; and
C. That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity; and
D. That in granting the variance, the spirit and intent of this title will be observed; and
E. That the variance does not grant special privilege;
F. That the variance is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities; and
G. That the variance request is consistent with the General Plan of the City of Rolling Hills.



Joseph Spierer <joe@calarchitect.com>

RE: (External):5 Flying Mane Lane

1 message

Kevin Duong <Kevin.Duong@sce.com>
To: Joseph Spierer <joe@calarchitect.com>
Cc: "Angel Mejia Jr." <Angel.Mejia@sce.com>

Wed, Feb 13, 2019 at 4:28 PM

Hello Joseph,

Please print out this email as confirmation from SCE that maintaining an Overhead Conductor Service for the proposed 200Amp Panel upgrade for this address is permissible with SCE, as it meets our guidelines and code requirements for 200Amp Top Fed Panels.

I did see concern for the support soil's integrity due to the sharp pitch of the hill side slope from the power source down to this customer's panel location.

Let me know should have any additional concerns or questions.

Thank you,

Kevin Van Duong**Electrical Distribution Planner**

South Bay Local Planning

Ofc: (310) 783-9302 | Cel: (310) 713-4910 | Pax 33302

SCE Rules | SCE Rates | SCE Underground Structures | SCE Electrical Service Requirements

RECEIVED
MAR 12 2019
City of Rolling Hills
By _____



Energy for What's Ahead™

Subject: RE: 5 FlyingMane Rd

Date: Tuesday, April 16, 2019 at 1:40:38 PM Pacific Daylight Time

From: Kevin Duong <Kevin.Duong@sce.com>

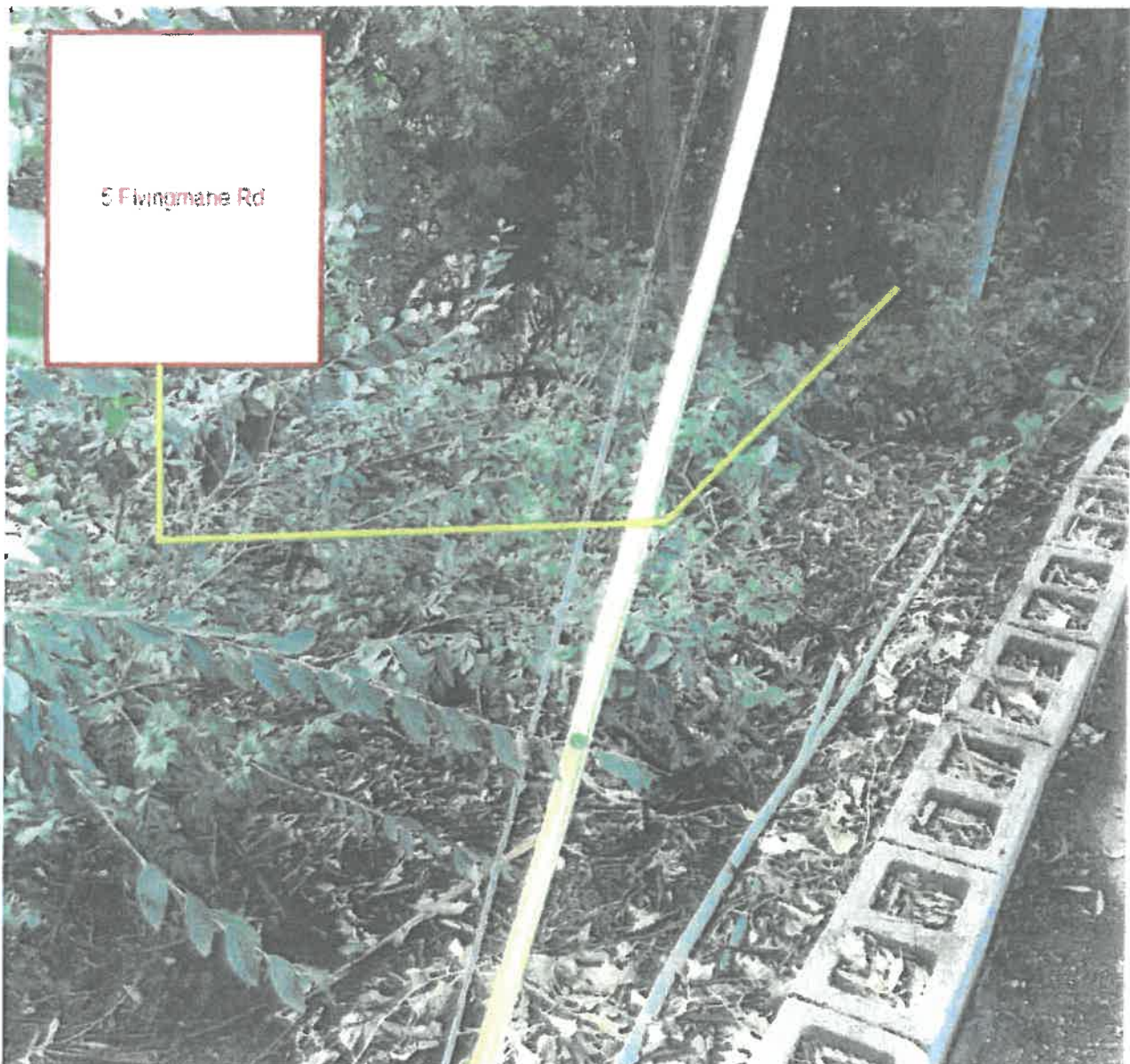
To: Yolanta Schwartz <ys@cityofrh.net>

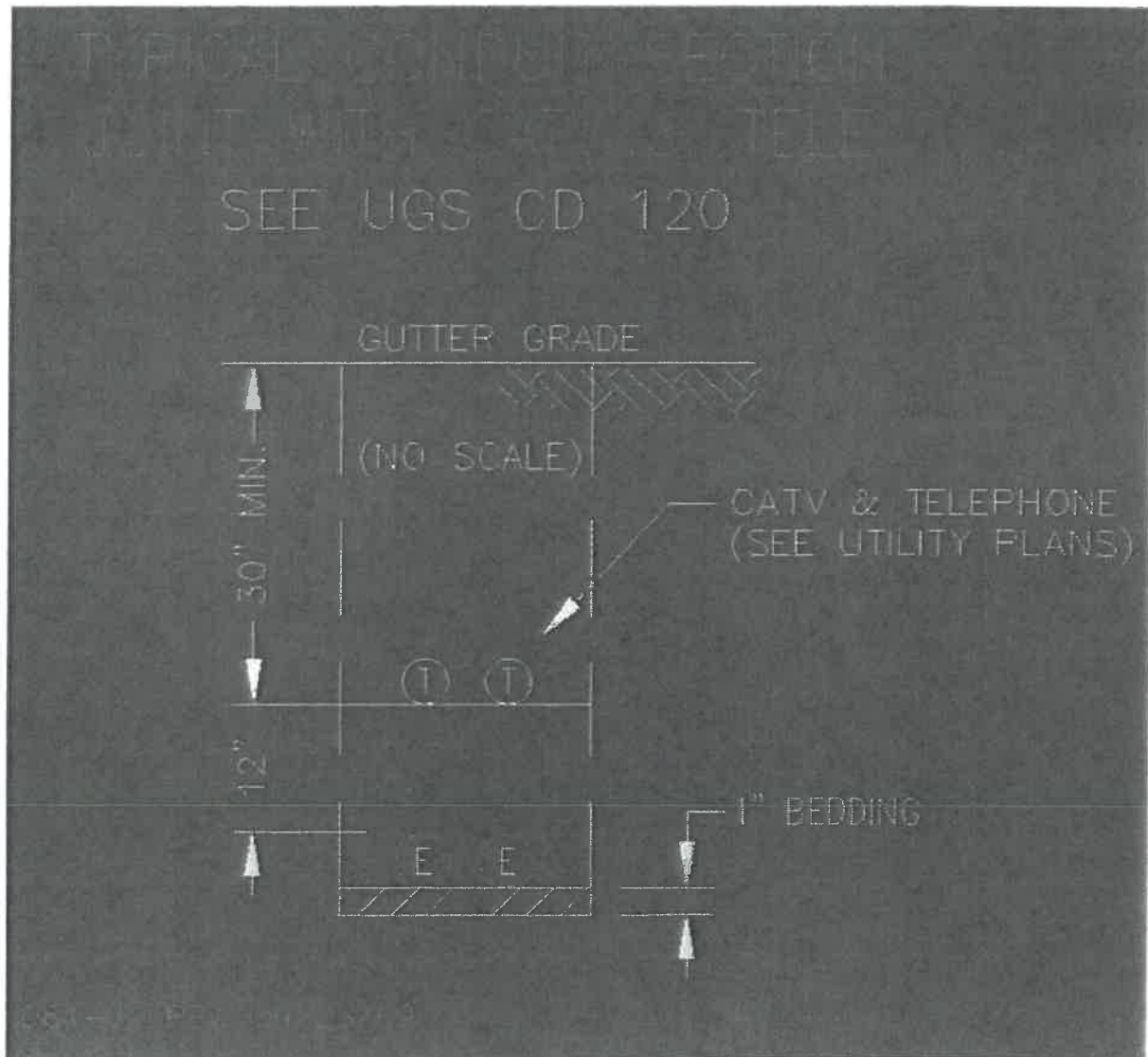
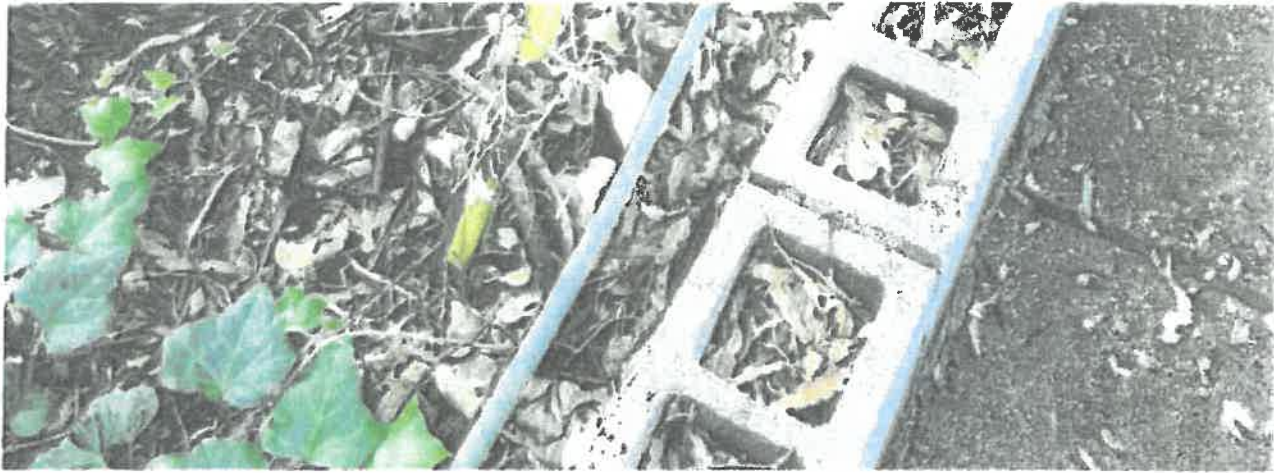
Hello Yolanta,

Per our discussion, if this location were to go underground, this homeowner would have to trench at least 42" below grade of the existing downward sloped hill in order to extend the new 3" conduit for the new service panel.

There are existing communication lines on site, so those will have to share the same trench, SCE requires 12" grade separation from the communication conduit, so the resulting 3" conduit will be 42" below grade.

Given the steep pitch of this hill, there is that can that the loose soil integrity may not be stable enough for safe excavation, but that decision if at the homeowner's.

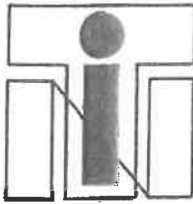




Let me know if you have any additional questions.

Thank you,

Kevin Van Duong



T.I.N. ENGINEERING COMPANY

Geotechnical • Structural • Environmental

17834 Bailey Drive • Torrance, CA 90504

Tel/Fax: (310) 371-7035 • tinsoilshp@gmail.com

RECEIVED

File No.: 121888

January 26, 2019

MAR 12 2019

City of Rolling Hills
By _____

Mr. Richard Walker

P. O. Box 2924

Palos Verdes Peninsula, California 90274

SUBJECT: Geologic Opinion Letter for On-Site Existing Eastern Ascending Slope at #5 Flying Mane Lane, Rolling Hills, California

- REFERENCES:**
1. Limited Combined Soil and Geologic Engineering Investigation and Report for Proposed House Additions, House Remodeling, and New Pool at #5 Flying Mane Lane, Rolling Hills, California, dated May 10, 2012.
 2. County of Los Angeles, Geologic and Soils Engineering Review Sheet, dated August, 28, 2015.
 3. T.I.N. Engineering Company, Addendum Letter No. 1 - Response to County Geologic and Soils Comments, for Proposed Pool at #5 Flying Mane Lane, Rolling Hills, California, dated September 2, 2015.

Dear Mr. Walker:

In accordance with your request, we have completed this geologic opinion letter for the existing eastern ascending slope of the subject site. It is our understanding that the on-site existing descending slope, approximately up to 20 feet high, is an approximately 3/4:1 to 2:1 slope. This eastern slope is a bedrock cut slope. This slope is currently retained by an existing 3-foot high retaining wall to the east and a 2-foot high garden wall to the northwest. The slope above the 3-foot high garden wall is approximately 3/4:1 to 1 1/2:1 in gradient. The slope above the 2-foot garden wall is approximately 1 1/2:1 to 2:1 in gradient. Bedrock outcrops were observed on this bedrock cut slope as shown on Geologic Map, Plate 1. A dip-in bedding condition was observed on the existing bedrock outcrops which provides a favorable geologic condition for the eastern ascending slope. The encountered bedrock consisted of a light brown, gray, creamy white, and yellowish brown, moist, firm, bedded, siltstone shale, sandstone shale, and siliceous shale interbedded. The observed bedding planes were striking North 10 - 50 degrees to East and West and dipping approximately 36 - 50 degrees to South and North. This eastern bedrock cut slope is considered to be a geologically stable. However, surficial sloughing may occur due the steep gradient of the eastern ascending slope.

Mr. Richard Walker

- 2 -

January 26, 2019

Three test pits, T-6 through T-8, were excavated on the west side of the existing 3-foot high garden wall. These test pits were located between the 3-foot high garden wall and the northwest corner of the existing residential building. An approximately 1 to 1.5 feet deep of the fill was encountered. Below the fill, bedrock was encountered. The encountered bedrock consisted of a light brown, gray, creamy white, and yellowish brown, moist, firm, bedded, siltstone shale, sandstone shale, and siliceous shale interbedded. Locations of these three test pits are shown on Geologic Map, Plate 1.

Thank you for this opportunity to be of service. If you have any questions regarding this opinion letter, please contact the undersigned at the letterhead location.

Very truly yours,

T.I.N. ENGINEERING COMPANY



Tony S. C. Lee, M.S., P.E.
Project Engineer

TSCL: ir

Enclosures: Geologic Map.....Plate 1

Distribution: Client (3)

LEGEND

EXPLOREATORY TEST
TRENCH T-1

T-1

50
BEDDING ALTITUDE

AF
WASH OVER SLOPE

100
T.M.B.

T.L.N. ENGINEERING COMPANY		JOB NO.: 121888
SCALE 1" = 30'		DATE: JANUARY 26, 2019
PLATE 1	MR. RICHARD WALKER 45 FLYING MANE LANE RANCHO PALOS VERDES, CALIFORNIA	
GEOLOGIC MAP		





January 30, 2019

Analysis of Undergrounding Main Line

To Whom It May Concern:

Having completed site investigation and after reviewing the soils opinion letter completed by T.I.N. Engineering, I am of the opinion that undergrounding the main line from the power pole to the house on 5 Flying Mane Lane would be fiscally, environmentally, and structurally irresponsible.

Undergrounding in a straight line from the pole to the home would require heavy equipment, and quite likely, explosives to remove the material necessary to underground this line. The bedrock extends in both directions along the subject and neighboring properties. Going around the site in another direction than straight down is even less feasible than going straight to the home. For this reason, there is also no advantage to relocating the power main on the home.

Per the soils letter, the bedrock consists of moist, silty shale. Disturbing this ground material could have the following dramatic unintended consequences.

1. Foliage and Natural Landscape: The hill is filled with large trees and well-established landscape. Much of this would likely be destroyed. The foliage is currently keeping the topsoil on the extreme slope. Without this foliage, this soils would slough off and potentially cause mudslides and continued land movement.
2. Cost: This work will cost a small fortune. Between surgery like demolition and excavation, to the re-stabilization of the extreme slope with concrete and landscape, the cost will be astronomical.
3. Neighborhood Destabilization: The existing power pole is very close to the neighboring property. The moist, silty shale is susceptible to long term earth movement. Excavating will most likely destroy the integrity of the hill creating an increased likelihood of foundation and wall cracks as well as future soil movement underneath the neighboring structures and driveways.

While, undergrounding this line is technically possible (and of course I would love the work for my company), as a professional and a man of high integrity, I cannot, in good conscience recommend this as a viable path forward as it could have expensive and potentially devastating consequences.

Sincerely,

Robert Storrie
Checker Construction

RECEIVED

MAR 12 2019

City of Holling Hills

By _____



Earth, Construction, & Mining

CA LIC. NO. 651848 · NV LIC. NO. 0071919

11542 Knott Street #10, Garden Grove CA 92841 · PH: 714-897-4ECM [4326] · FX: 714-897-2016

RECEIVED
FEB 12 2019
City of Rolling Hills
By _____

Mr. Richard Walker
P. O. Box 2924
Palos Verdes Peninsula, California 90274

February 5, 2019

SUBJECT: General Evaluation Letter for explosives excavation for trench at the Existing Eastern Ascending Slope at #5 Flying Mane Lane, Rolling Hills, California

Dear Mr. Walker,

Several factors bear upon our evaluation for your proposed project of excavation. As indicated by your geotechnical consultant T.I.N. Engineering Company and our conversations it would appear that high explosives, i.e. dynamite, will have to be applied, therefore and as follows;

Public relations: there may be significant concerns, and occasionally drastic over reaction, from your local community in transporting via placarded vehicles with high explosives signs through your neighborhood. It usually requires substantial public relations efforts and communications to inform the community of the process for explosives logistics and application.

Vibration attenuation in adjacent structures: All thermal dynamic explosives detonations yield low frequency vibrations for a significant distance through the ground. Even small blasting events can create a substantial concern for structural degradation either real or perceived.

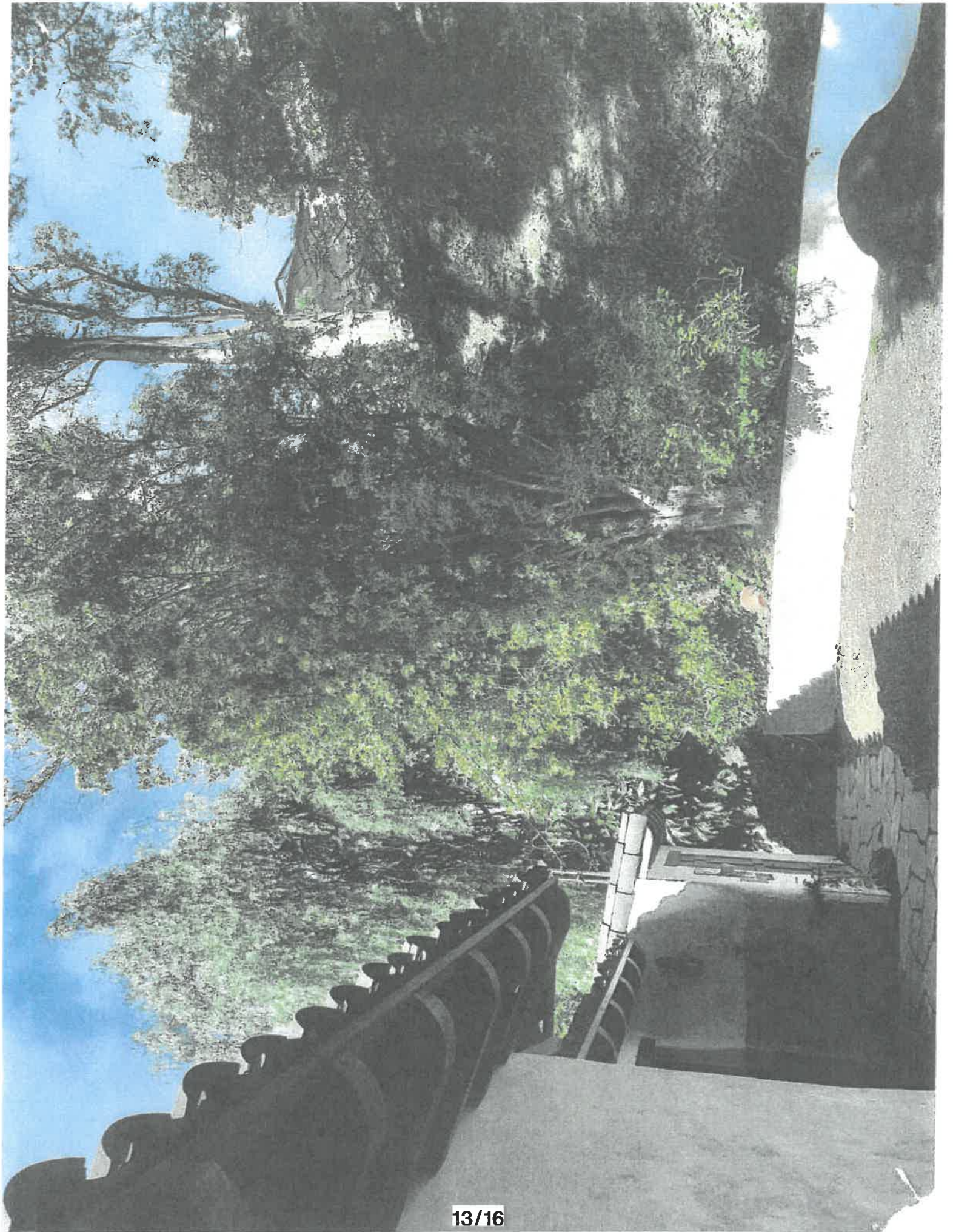
Overpressures, audible and inaudible sound waves: All detonations create overpressures, the movement of air, that can rattle windows or create the boom that startles people and pets.

Degradation of existing sub-surface geological formation(s): The above referenced vibrations can travel through the rock strata opening micro seams, joints and bedding planes. This disturbance of existing soils and rock can lead to slope failure and/or subsidence at a later date as a result of earth quake or water saturation due to rain or utility issues.

In conclusion: We pride ourselves in our abilities to perform very difficult surgical explosives excavation projects. We utilized our skills to modify the Space Shuttle Launch Pad facilities and various other facilities for NASA/JPL. However, the use of explosives always comes with some inherent risk. Considering the magnitude of your project and assumed budget it would be my opinion that your interest would be best served utilizing alternative methods or engineering solutions. If you have any questions or concerns do not hesitate to call.

Chuck Bean, ECM Explosives Manager and Principal

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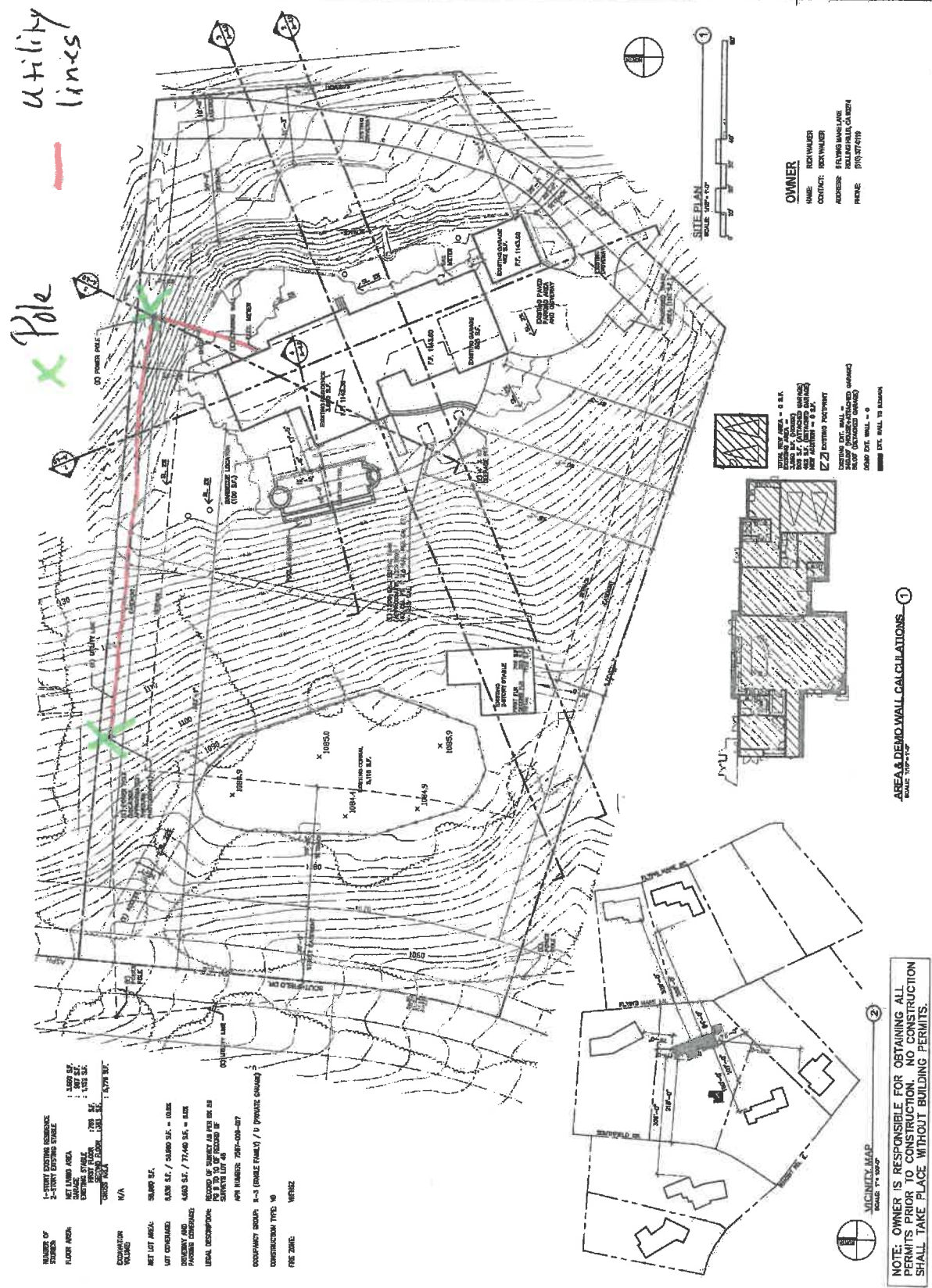


14/16

EDAM FENISMAI C.A.

4/16/19





AREA & DEMO WALL CALCULATIONS
DATE: 7/10/18

NOTE: OWNER IS RESPONSIBLE FOR OBTAINING ALL PERMITS PRIOR TO CONSTRUCTION. NO CONSTRUCTION SHALL TAKE PLACE WITHOUT BUILDING PERMITS.



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: 8A
Mtg. Date: 07/22/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

SUBJECT: CONSIDERATION TO ENGAGE THE SERVICES OF FORUM INFO-TECH FOR INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES FOR THREE YEARS, STARTING AUGUST 1, 2019; DIRECT THE CITY ATTORNEY'S OFFICE TO PREPARE A PROFESSIONAL SERVICES AGREEMENT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

DATE: JULY 22, 2019

ATTACHMENT:

- 1. FORUM INFO-TECH PROPOSAL**
- 2. FORUM INFO-TECH CLARIFICATION RESPONSE**
- 3. CBE OFFICE SOLUTIONS PROPOSAL**
- 4. CBE OFFICE SOLUTIONS CLARIFICATION RESPONSE**

BACKGROUND

Information Technology (IT) needs for a relatively small office such as City Hall was minimal. In present day, IT Directors for a municipality must keep up with security threats, proper data storage, data retrieval, data protection, uninterrupted services, bandwidth considerations, special applications, and educating internal employees to prevent firewall breach.

For the past 10 years, the City utilized an IT Consultant that provided minimal services and largely relied on a long-time staff to perform backup functions, vendor management (internet connection, hardware replacement), and email filters. While this

arrangement provided much savings over the years, the entire architecture of the City's IT system is a mix and match of workarounds. The architecture does not follow best or standard practice. The architecture is also not properly documented, causing difficulty for current staff to uncover set ups for troubleshooting. Early in 2019, City staff experienced several sustained downtime when the data server was inaccessible rendering the entire office to be on pause. Discussing the reasons for the network issues, the long-time IT Consultant noted that the City is operating on an archaic set up largely due to the lack of funding to regularly update hardware, software and implement architectural advances.

In March 2019, the City's long time IT Consultant decided to part-ways with the City. City staff hired DivergeIT to backfill until staff can prepare a Request for Proposal to solicit Information Technology Administrative Services for City Hall. DivergeIT was engaged for services between March 2019 and June 2019. During this period, the City's firewall failed suddenly and was replaced. Two employees resigned and required off-boarding from the City's system. Through the experience with DivergeIT inquiring about the City's current practices, it was discovered, consist with the feedback from previous IT Consultant that the IT infrastructure requires an overhaul.

Initially the Request for Proposal was aimed to solicit services and pricing to simply maintain operations at City Hall without impacts to productivity. Through the discovery experience with DivergeIT, having to replace hardware on an emergency basis and to define a practice for adding/subtracting employees from the system, staff adjusted the scope to add guidance and solutions by IT professionals to bring the City's current system up to today's standards. In other words, instead of listing defined services, staff is seeking professional judgement and workplan for long term sustainability.

On July 1, 2019, the City received proposals from two companies: Forum Info-Tech and CBE, Inc.

DISCUSSION

Prior to submitting a proposal, both proposers visited City Hall and took pictures of the City's infrastructure, and interviewed staff about workflow practices. Proposals were reviewed by staff and evaluated against the proposal requirements identified in the RFP. From the review, staff generated clarification memos for both proposers. The clarification memos are included as attachments to this report. Proposers were then asked to provide written responses to the clarification memo. Following the receipt of proposers' responses, a conference call was held with each Proposers, separately to discuss follow up questions to written responses.

Through this process, Forum Info-Tech provided observations and assessments of the City's current operations and recommended cloud-based solutions to create an efficient

environment for City staff. Forum Info-Tech listed recommended tasks and projects and prioritized them in different implementation timeframes (within a month of contract execution, within six months of contract execution and within one year and beyond of contract execution). CBE Office Solutions appeared to take the approach of maintaining existing conditions and only repairing and adjusting non-functioning areas per their observations. This is evident by CBE Office Solutions' specification of clients meeting certain requirements (example, hardware under warranty by manufacturer) in order for them to perform the recurring maintenance work. CBE Office Solutions is proposing to migrate the City's existing email server to the cloud but keep the data servers onsite. The data servers would need to be replaced immediately as they are no longer under manufacturer's warranty. The server hardware and any other hardware as a part of the infrastructure would need to be replaced roughly every three years for warranty purposes.

Based on the credentials and past experiences of both proposers, they are both qualified and appear to be capable of serving in the capacity of an IT Department. Given the City's current state of the IT infrastructure, Forum Info-Tech's approach offers a fresh look at the structure and would utilize this opportunity to put in practices conducive to long term stability. But because the Proposers were asked to formulate their proposal based on their professional judgement to respond to the City's needs, analyzing the cost proposal was difficult simply because different approaches necessitated different expenses. Staff extracted similar line item expenses in an attempt to conduct "an apples to apples" comparison.

FISCAL IMPACT

The table below summarizes the cost proposal from Forum Info-Tech and CBE Office Solutions, broken down by similar expense items for comparison:

Monthly Recurring Cost Line Items

	Forum Info-Tech	CBE Office Solutions
Manage Physical Servers/ AWS Infrastructure Management	\$199	\$600
Workstations Management/ Managed Services	\$1,280	\$700
Network Management	\$100	\$250
Vendor Management	\$299	Time/Material or Project Based
Office 365 Email	\$113	\$185
Microsoft Exchange Email Hosting	\$56	\$56
Total	\$2,047	\$1,791 + T/M or Projects

*Assuming 9 users and 10 workstations.

Assuming 9 users and 10 workstations, the overall cost of Forum Info-Tech providing IT Administrative Services is \$7,081 onetime set up cost and \$3,109 monthly recurring fee. In addition to the labor portion of their services, part of the recurring fees is to pay for license fees for rental of cloud servers in lieu of on-site servers. In discussions with Forum Info-Tech on a doomsday scenario where City Hall sustains prolonged power outage and or connectivity (internet services) issues, how would the City access email and data and the ease of data retrieval? Forum Info-Tech outlined the proposed data storage structure. City's email is proposed to reside with Microsoft, while operating data and records are proposed to be on hosted on Amazon Web Services (AWS) so to have a diverse portfolio. Collectively, the data is simultaneous available at three data centers such that if there is a failure at one data center, the data can be immediately pulled from another data center. On top of the multiple data centers, the data is backed up to another distinct location. For power and connectivity issues, the collective data is accessible through mobile devices and or other physical locations that have power and internet service. While backing up data to an onsite server would provide another layer of redundancy, in the doomsday scenario with sustained power outage, the data would be inaccessible but would offer easy data retrieval otherwise.

Assuming 9 users, and 10 workstations, the overall cost of CBE Office Solutions providing IT Administrative Services is proposed to be \$11,990 onetime set up cost (plus additional hardware replacement where not identified in the proposal), and \$1,791 monthly recurring fee. The recurring fee is significantly less than Forum Info-Tech's recurring cost but CBE Office Solutions' approach would not alter the way the City has been conducting business for the last 10 years. CBE Office Solution does offer a Virtual Chief Information Officer (VCIO) dedicated to applying current technology to accomplishing organizational goals. Unlike its name, the VCIO is a live person that would meet with the City. VCIO is included in the monthly recurring cost. The offer of a VCIO responds to the RFP's request for active participation and planning work however any projects that arise out of the discussion with the VCIO would necessitate costs in addition to the onetime and monthly recurring fees. Comparatively speaking, Forum Info-Tech has already performed the VCIO consultation at the onset and their cost includes initial projects, and transitions to a future set up.

In the approved Fiscal Year 2019-2020 budget, IT infrastructure overhaul and a new IT vendor are programmed in this year's workplan. Based on the cost proposals received, the amount programmed this year is sufficient to fund an IT Department.

RECOMMENDATION

Staff recommends that the City Council engage Forum Info-Tech for Information Technology Administrative Services for three years, starting August 1, 2019 and direct the City Attorney's office to prepare a Professional Services Agreement and authorize the City Manager to execute the agreement.



Cloud Service Proposal: City of Rolling Hills

Presented to:
Elaine Jeng, P.E.
City Manager, City of Rolling Hills



Proposal Prepared by:
Nicole Kinney
nicole@foruminfotech.net
951.256.4070
Foruminfotech.net

Understanding the Scope of Work

FORUM INFO-TECH, INC. (FIT) is an award winning Managed Service Provider (MSP) and Cloud Service Provider (CSP) catering to client needs since 2004. The following pages will detail our qualifications, credentials and past experience, starting with the Technology Implementation Plan that will outline tasks defined in Section 2: Scope of Services of the RFP.

Technology Implementation Plan

FIT is fully equipped and ready to begin 3 year partnership with the City of Rolling Hills. Considering that you have existing projects that require vendor management mostly, our strategy would be to start the cloud migration while we provide day to day IT support. Our detailed onboarding plan/cloud migration is listed under Highest Priority Section.

Our experienced help desk support team will resolve your daily support needs, including but not limited to: new employee on-boarding, existing employee off boarding and any problems that arise during the day to day work flow of your users.

Your work environment will be architected by a senior engineer and will include advanced security features such as multi-factor authentication, backups and a unique dashboard that will house applications.

Hardware health and performance will be monitored through a remote management and monitoring tool. This tool reports issues, or potential issues directly to our help desk support team. This monitoring allows us to forecast and resolve problems before they result in downtime.

Our services are priced using a fixed base pricing model. You will have access to unlimited business hours support, monitoring and maintenance for all included devices, enhanced cyber security features and vendor management for one fixed monthly cost. We understand the importance of budget planning and allocations and don't want any surprises for our clients when it comes to fiscal management. Projects will incur additional hardware and labor costs, however those proposals will be presented for approval based on the IT Road Map that is implemented.

We understand your current projects and can assist the various departments and vendors to ensure successful implementation of the new software, and equipment that is within our purview as your outsourced IT department.

In developing this prioritized plan we used our proven methodology depicted in the chart below. Based on a previous conversation with Elaine Jeng and evaluation of your current environment, our recommendation will be to move your resources to LevelCloud (a Forum Info-Tech product hosted on Amazon Web Services). All your PC/MAC's will be able to access

LevelCloud and you will be able to access your work from any device. This will temporarily eliminate the need to replace all MAC's with PC's. In fact, our cloud solution will give you a complete Windows Desktop on a MAC.

Moving your email, applications, and data to the cloud eliminates your reliance on existing server hardware and the need to incur the capital expenditure of the costly hardware. The LevelCloud environment provides users access to information from any device, any time, anywhere. The productivity, speed and reliability of your cloud environment will have your critical data safe and secure giving you the peace of mind your data is protected from a costly breach.

Limping along and taking on failing equipment in its current state is not our ideal recommendation, however we can manage it for an interim time period if necessary.

LevelCloud Workspace:



Highest Priority- Implement Within One Month

Stabilization: it is critical to stabilize and secure the environment and provide a functioning system in a way that makes the most sense economically:

- Onboarding Process- This work will be a combination of time spent on-site and remote.
 - Secure data and start migration to the cloud
 - Migrate Exchange accounts to Office 365
 - Conduct network assessment
 - Deploy desktop and server agents
 - Start documentation
 - Enable NOC services
 - Enable helpdesk services
 - Install new firewall
 - Rename & tag desktops
 - Create password policy

- Turn on SMTP monitoring
 - Begin collecting data on system performance, and employee workflow
- Update Audio/Video Equipment: July 2019
- Identify replacement Internet that will meet the needs of vOIP
- Evaluate equipment upgrades such as desktops, servers, firewall, switches, routers and wi-fi. Present project plan and proposals to point of contact.
- Upgrading the physical cabling is a priority. The aged infrastructure will continue to impact the stability of connecting from the office. If the City does not have a resource, we have a reliable, affordable partner to refer who can provide a quote and complete the work.

The goals of this phase are to:

- Migrate email, data and eliminate user downtime
- begin collecting information that will allow us to make more informed recommendations
- Enhance security by closing gaps created by shadow IT and little IT oversight.

Medium Priority- Implement within six months

Standardization: create a work environment that implements best practices and redundancy is key in the standardization phase. Currently, users are doing things in a multitude of ways and are bandaging solutions together with their own resourcefulness.

- Have decisions to move forward with project plans presented in phase 1.
- Provide access to documentation platform where we will be documenting every detail of your environment and have data points available for best decision making process.
- Continue to make recommendations based on tickets users are opening, documented data and overall workflow improvements.
- Ensure employees are utilizing the help desk, rating tickets and calling support when needed.
- Provide vendor management for transition to new web based meeting agenda software, August 2019
- Provide vendor management to transition to a new Website, September 2019

The goals of this phase are to:

- execute on project recommendations made in Phase 1
- create standard procedures all users are following. EG: password resets every 3 months.
- Continue to prioritize, evaluate and implement what aligns with the needs of the City of Rolling Hills in a fiscally responsible manner.

Low Priority- Implement within one year

Enhancement: Your overall user experience will be enhanced from the very beginning. This enhancement phase really refers to future planning, needs and upgrades from a hardware, software and growth perspective.

- Create roadmap and budget for the next fiscal year
- Identify other areas for Digital Transformation- examples include Forum Info-Tech's managed marketing packages, digital signage tools and visitor management. We will work to identify areas technology can streamline business needs and provide modernization.
- Implement cybersecurity training and monitoring. Now that other areas of the business are locked down, it will be the time to work with your users to create a human firewall within your organization.



Organization Credentials and Experience

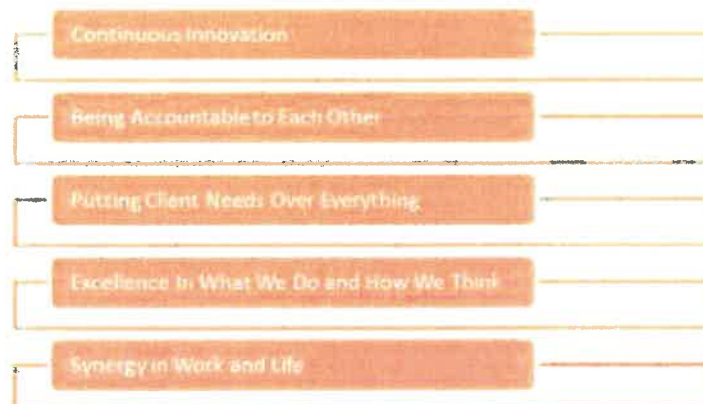
- 15 years in business
- Strong Entrepreneurial Management Team
- Financially stable
- Over 50 clients under management, 35 of them in the cloud
- Excellent Client and Employee Retention
- Virtual WorkForce with great Work-Life Balance
- **"FIT Cares Philosophy"**: Communication, Accountability, Results, Excellence and Synergy

Our PURPOSE

"To partner with organizations and create an experience
that brings transformative change and balance"

Inspired by Mahatma Gandhi

Our Core Values



Managed Services Definitions and Process:

- **Managed Services:** Our definition of managed services means tracking KPI's that matter to the customer using advanced tools and best practices.
- **Strategic Management of IT Services.** Our seasoned Business Technology experts provide advanced knowledge in IT strategy, development, and execution.

- **Budget and Technology Expense Forecasting.** We understand that a business must be able to forecast and budget for expenses. We help build that IT budget and forecast your IT expenses with a 1 to 3-year budget.
- **Daily, Weekly, Quarterly Meetings:** Just as every other department meets to discuss and set goals according to the company vision and mission, we too meet with your management team in a uniformed partnership to discuss the current IT situation, recommendations, and future strategies.
- **Monthly Executive Summary Reports.** It's important that all elements of the business are transparent to the executives and decision makers. That is why we provide you with a monthly executive summary report.
- **Vendor Management:** We take ownership of all I.T. related vendors and work with them on your behalf saving your staff valuable time.
- **Monthly Network & Systems Analysis.** Our teams are always looking for better technologies to bring to our partners that improve systems, security, offer a competitive advantage. We strive to present our client's with tools for growth.
- **Business Continuity Strategy.** As a partner, we determine your level of protection and preparedness for situations that would impact the company's ability to continue to operate in light of a disaster.
- **Compliance.** Companies are at risk daily in violating a standard or compliance such as HIPAA, Microsoft End User License Agreement, or PCI DDS just to name a few. Our CIO consultants will help you meet the requirements to stay compliant.
- **Standard Operating Procedure Development.** Our CIO consultants are fully equipped with the knowledge and know how to develop Standard Operating Procedures for IT Service Management, developing policies that ensure best practices are implemented to manage IT and InfoSec.

Our Approach

- We are consultants. We are not accountable to vendors who want us to sell the next shiny product for commissions or promotions.
- We truly think "Outside the Box". In other words, we will bring all solutions to the table and discuss pros and cons of each of them. We will listen to your needs and provide the best possible solution.
- Committed to change with your best interest in mind. An IT overhaul is scary, we help you make decisions by first collecting data and understanding the needs of your people. From that, we present recommendations. This approach saves in time and money because you are investing in technology that will be effective.

Why Choose Us?

- Local proximity allowing for prompt response times.

- Social responsibility and reputation management of clients and employees.
- We hold ourselves accountable. We track KPI's that matter to our clients such as Response and Resolution Times, Client Satisfaction, Follow Up, Network Health Score and Hardware Management
- Rated in the Top 400 Managed Services and Top 100 Cloud Company in North America
- Continuous monitoring with 24/7 Network Operations Center (NOC) in US/India.
- Attempt to do first call resolution for administrative tasks.
- Live helpdesk by US based Engineers (Less than 90 second hold time).
- Use of tools like ConnectWise, SmileBack, IT Glue and Continuum for service transparency.
- Customer satisfaction scores are the highest in our industry.
- Passionate owners who roll up their sleeves to come to work, Certified Engineers who take pride in their knowledge and a team that has only one goal of ensuring the best customer experience.

Awards



Certifications/Partnerships

- Amazon Select Partner
- Microsoft Certified Silver Partner
- Microsoft Mid Market Solution Provider Competency
- Dell Certified Partner
- SonicWall Silver Partner
- Thomson Reuters ProLaw Partner

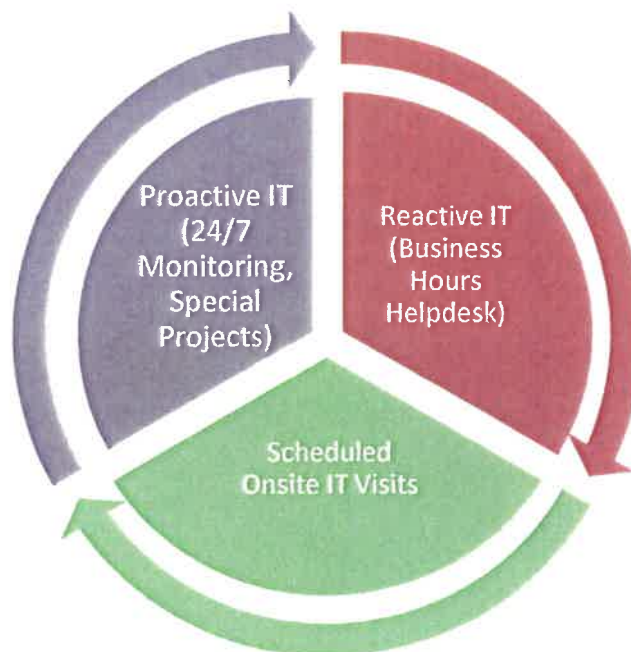
**Microsoft
Partner**

Silver Small and Midmarket Cloud Solutions
Silver Cloud Productivity
Silver Datacenter
Silver Application Development

Why Companies Hire and Retain Forum?

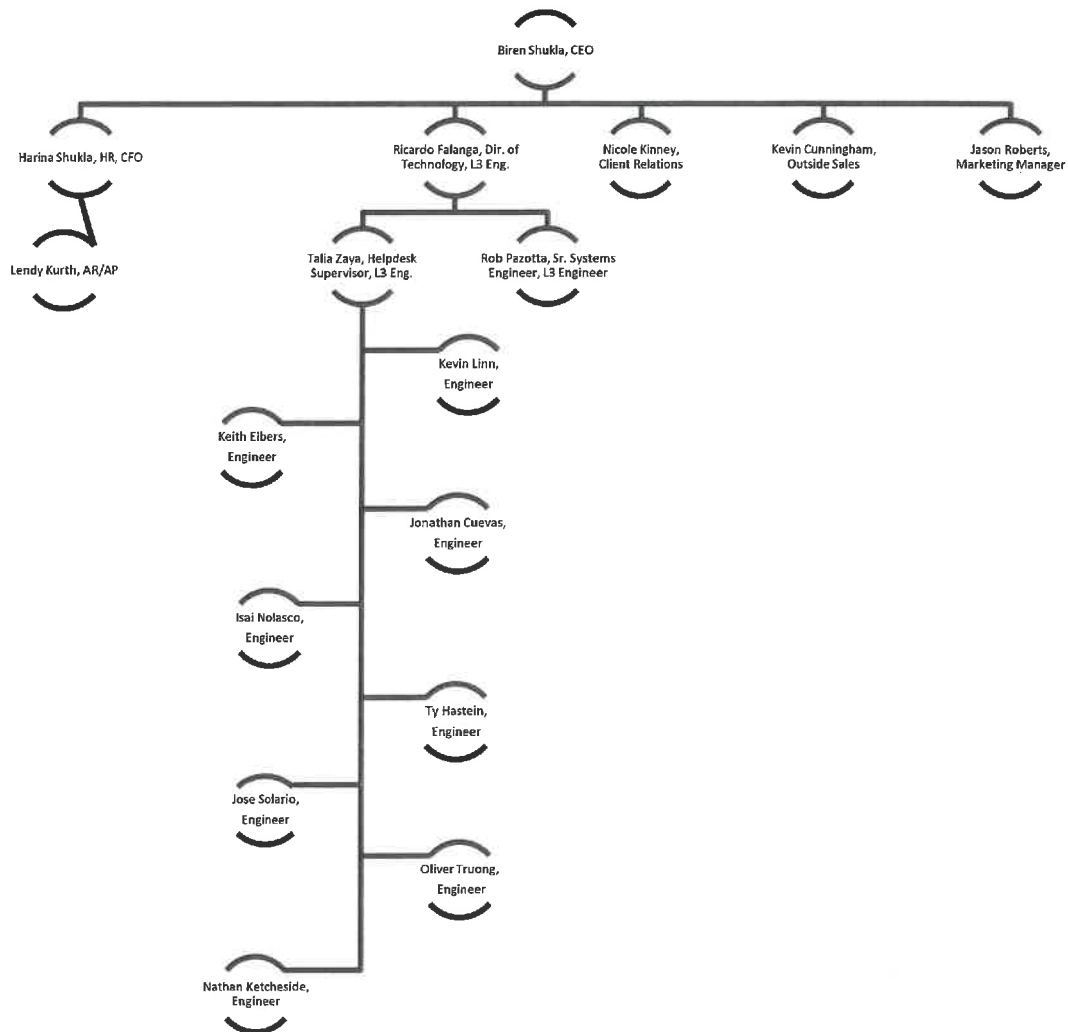


360 Degree IT Management



Organizational Chart

Forum takes pride and responsibility for all of their employees. Company leadership creates a culture that is service based, socially responsible, fun, educational, and empowering. This positive environment results in high morale and low employee turn over.



Assigned to your account will be a project manager who will oversee the onboarding process and work directly with the team on the back end and users for the first two to three weeks.

Working along side the project manager will be your account manager. Your account manager will coordinate and facilitate account management meetings on a routine basis. These meetings will review the overall health of the system, recommendations and decisions that need to be made. The entire project will be supported by the engineering team, Director of Technology and CEO.

IT Meetings and Reporting

- Monthly Executive Summary Report (Proactive)- System Health, Patches, AV, Backup Status, Asset Data, Customer Satisfaction Scores
- Quarterly IT Operations Meetings- Discuss Project Updates, Issues/Concerns Client requirements, Vendor Updates

Summary of Past Experience

Ontario Convention Center

Forum was hired as the outsourced IT department in 2010 when it was determined a higher caliber of service and more expertise were available at a more affordable price. When we started they had all on-site servers that were experiencing failures resulting in critical downtime. We started by moving what we could to the cloud starting with their email. They had servers that still had useful in them, it didn't make sense to eliminate them and waste the investment, thus a hybrid environment was created.

In 2018 planning started to put their 35 users fully in the cloud. That transition happened in May 2019. The Forum Info Tech team planned the project, communicated the details, trained the users and had a successful implementation of the new technology. Users now have access to their data anytime, anywhere from any device. They have peace of mind they will get what they need when they need it, this is huge in their high pressure environment.

Being a City owned property managed by a third party management company there are many relationships and channels to navigate. Annually Forum meets with the City of Ontario IT team to discuss and plan future needs of the property. It has been a successful working relationship.

Toyota Arena (Formerly Citizens Business Bank Arena)

In 2016 we received an urgent call stating all of their equipment was gone. Overnight the old management company removed all of their equipment, leaving no way for the employees to do their job the next day. We were able to quickly create a cloud environment to get their users up and running and able to work again. We were called in to a high stress situation and were able to quickly alleviate their stress through our creativity, resourcefulness and expertise. Their downtime was minimized saving them thousands in lost revenue and lost productivity.

Aqua Metric

In October 2018 we started hosting Sage X3 in the cloud for this Riverside based company. They quickly learned the value that cloud computing would bring to their workforce spread throughout California, Texas and Louisiana. In January 2019 we fully executed their cloud migration.

An issue for this company was employees saving information to USB drives, external hard drives, and personal PC's. This spread critical work product across many unsecure devices. Their users now save company work product to the LevelCloud dashboard giving the company more control of their data.

References

City of Ontario

Elliott Ellsworth

Director of IT

eellsworth@ontarioca.gov

Lake Elsinore Municipal Valley Water District (Public Agency)

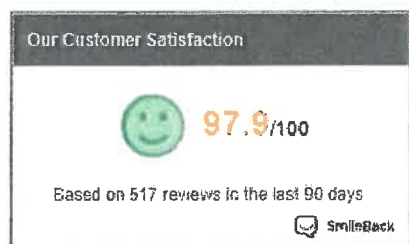
Jim Ollerton

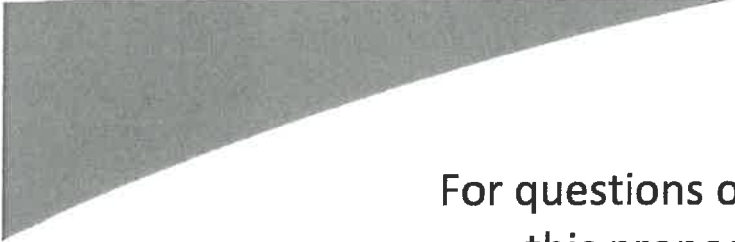
Director of IT

ollerton@evwmd.net

Current Customer Satisfaction Score

Forum's customer service satisfaction rating is a direct reflection of a positive environment and organizational culture. Forum values the interaction and integrity of the technician and client relationship. After each helpdesk interaction the user who opened the ticket receives a 2 second survey allowing them to provide feedback regarding the service they received. Forum is transparent with this information sharing all feedback with technicians and posting real time scores online.





For questions or comments regarding
this proposal please contact:

<p>Biren Shukla CEO 951.582.3030 biren@foruminfotech.net</p>	<p>Nicole Kinney IT Sales Consultant 951.582.3034 nicole@foruminfotech.net</p>
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***Thank you for trusting Forum Info Tech to manage the most
important system in your business!***



This is your Proposal

Cloud Hosting Proposal

QUOTE # NK000506 V1

PREPARED FOR

City of Rolling Hills

PREPARED BY

Nicole Kinney

nicole@foruminfotech.net
www.foruminfotech.net

Wednesday, July 17, 2019

City of Rolling Hills
Elaine Jeng
2 Portuguese Bend Rd.
Rolling Hills, CA 90274
ejeng@cityofrh.net

Dear Elaine,

Thank you allowing us to consult with you for your cloud needs. We are the leader provider of private, multi-Tenant or hybrid IT solutions built on our LevelCloud platform.


We have evaluated your needs and think our Private Cloud Solution will work well for your organization. You will get all the features of our work space platform other than branding features which is only available in the private cloud solution.

Challenges solved by LevelCloud platform:


- All your Apps, Files and Folders in one easy to use dashboard
- Mobilize your workforce
- Platform agnostic (Access from PC, MAC, Android)
- State of the art AWS compliant data center (Infrastructure at cost)
- Office 365 email hosting with built in spam filtering, One Drive and Teams for collaboration
- Easy to use

Our Uniques:

- We are not reselling anyone's solution and are proud to manage this solution end to end, which results in a higher level of service.
- We are the only company that utilizes our LevelCloud Dashboard that is build on AWS and delivers all of your applications
- Our unique FIT CARES (Communication, Accountability, Results, Excellence and Synergy) philosophy


Nicole Kinney
Client Success Manager
Forum Info-Tech: Corona

Infrastructure as a Service

Description		Recurring	Qty	Ext. Recurring
AWS Infrastructure as a Service (Estimated Expense) Variable Cost AWS charges includes Compute(CPU, Memory), Storage, Business Support and other services. This line item will capture all the client AWS consumption.		\$50.00	9	\$450.00
AWS Management As a AWS Select Consulting Partner, we charge a fixed cost monthly fee to manage your AWS Private Cloud Environment. All AWS charges are pass-through and we do not charge any markup. This fee is charged to ensure that you get the most out of AWS by optimizing your infrastructure consumption and saving your money in the process.		\$199.00	1	\$199.00

Managed Services

Description		Recurring	Qty	Ext. Recurring
Professional Services - Gold Plan - 24/7 NOC(Network Operations Center) - ProActive Monitoring and Resolution of Cloud Servers and Infrastructure - Windows Security and Patch Management - User Management(Add/Remove/Update Users) - Backup Configuration and Management - Security Management(Anti-Virus, Content Filtering, Encryption) - Office 365 Administration and Management - Microsoft Application Upgrades(Office, SQL, etc.) - Third-Party Application Upgrades(Vendor Support Required) - Cloud Helpdesk(Troubleshooting Access, Performance, etc.)		\$120.00	9	\$1,080.00


Managed Services

Description	Recurring	Qty	Ext. Recurring
ProActive Workstation Management Workstation Management Plan Includes Support -Unlimited Phone Support -Unlimited Remote Control Support -Microsoft Application Support Maintenance -Desktop Optimization & Management -Spyware, Adware and Anti-Virus Management Management -Online Trouble Ticket Management -Online License Management -Asset Management -Software Upgrades -Installation of Hardware and Software -Adding or Removing Users -Printer Management Security -Microsoft Patch Management -Antivirus Software Management & Update Security	\$20.00	10	\$200.00
Managed Local Network (Monthly) Includes: - Manage on Premise Firewall Configurations - DNS Support (MX Records, DNS records changes, etc) - Assist in diagnosis of local network issues (DNS, DHCP, etc.) Maintenance -ISP Management -Web Host Support Network Management -Router Management -Antivirus Management -Firewall Management -VPN Management	\$100.00	1	\$100.00

Managed Services

Description	Recurring	Qty	Ext. Recurring
Vendor Management Manage 3rd party IT related vendors such as: - Phone Vendor - Internet Service Provider Vendor - Website Hosting Company, Software Company - Copier/Scanner Vendor	\$299.00	1	\$299.00

Software as a Service

Description	Recurring	Qty	Ext. Recurring
Office 365 (Business Essentials) Email Office 365 (Business Essentials) Email	\$12.50	9	\$112.50
Microsoft Exchange Email Hosting Microsoft Office 365 Email Hosting	\$4.00	14	\$56.00
Backup as a Service A Fully Managed Backup Service. Includes Software License.	\$199.00	1	\$199.00
Custom Private Dashboard LevelCloud Workspace is a Private Cloud Dashboard where you can all the following features: 1. Brand your Workspace with your own Logo and Colors 2. Access to Security Features(MFA) 3. Access to User Feature(Change Password, Forgot Password, Outlook Web Access, Terminate Sessions) 4. Profile Management 5. Submit a Helpdesk Ticket	\$10.00	9	\$90.00
RDS license to access the cloud 	\$10.00	9	\$90.00
Multi-Factor Authentication Multi-Factor Authentication is a service provided by Duo. We manage and maintain the MFA integration with our LevelCloud Workspace Platform. Users get a text or a push, before they are allowed to access their apps and data.	\$10.00	9	\$90.00

CyberSecurity Services

Description	Recurring	Qty	Ext. Recurring
Dark Web Monitoring Service F.I.T Detective: Dark Web Monitoring Service - Leverage a combination of human and artificial intelligence tools that scours botnets, criminal chat rooms, blogs, Websites and bulletin boards, Peer to Peer networks, forums, private networks, and other black market sites 24/7, 365 days a year to identify stolen credentials and other personally identifiable information (PII) - Monitor 1 domain for any breaches - Provide access to a dashboard for Key Executive/CEO/Owner to see a list of their compromises they will receive real time notifications when new emails/passwords are found on the dark web - FREE monitoring of personal email address (limit 5)	\$99.00	1	\$99.00
Security Testing and Training F.I.T PhishNet- Security Testing and Training Security is a layered approach. More than 80% of the attacks are caused by users clicking on things they are not supposed too. Hackers are getting smart but sending very sophisticated phishing attacks. PhishNet is a solution to keep your users sharp and well trained to protect your most valuable data (Your Digital Identity). <ul style="list-style-type: none"> • Annual Security Training • Phishing Security Test (1 per month) • Vishing (Voice Phishing) • Monthly email exposure check • EZXploit • USB Drive Test • Vulnerable Browser Plugin Detector • Over 280 pieces of training content including modules, games, videos, images and newsletters • Requires 1 year agreement • 1 FREE poster for your employee break room • Crypto-Ransom Guarantee- you are phishing and training your end users every month and get hit with an attack, we pay the ransom! 	\$5.00	9	\$45.00

Onsite Support

* Optional

Description	Price	Qty	Ext. Price
Onsite IT Support can be provided on an as needed basis. There is a 2 hour minimum	\$150.00	1	\$150.00

Cloud Managed Services Agreement(MSA)



INFORMATION TECHNOLOGY MASTER SERVICES AGREEMENT

Order Terms and Conditions:

1. The purchase includes Professional Services and its applicable description can be found at www.levelcloud/supportterms
2. Customer's "system" is primarily built on EC2(<https://aws.amazon.com/ec2/>) , S3 (<https://aws.amazon.com/s3/>), VPC(<https://aws.amazon.com/vpc/>) and other products offered by AWS. Customer agrees to the Service Level Agreement for each of those products found at <https://aws.amazon.com/ec2/sla/> , <https://aws.amazon.com/s3/sla/> and AWS Acceptable Use Policy("AUP") <https://aws.amazon.com/aup/> respectively.
3. If indicated on the Order, Customer agrees to the terms of Office 365 plans offered by Microsoft and is available at <http://totterdells.ie/assets/files/Pdf-downloads/Terms-and-Conditions-for-Microsoft-Office-365.pdf>
4. You may contact your sales representative with obtaining a copy of any of these documents.
5. LevelCloud reserves the right to cancel orders as a result of pricing or other errors.
6. By signing and submitting this Order, Customer acknowledges having read, and agrees to be bound by, these terms and conditions. LevelCloud may reject his Order and decline to accept the order if: (1) the signatory does not have the authority to bind Customer to this Order, (2) changes have been made to this Order (other than completion of the requested information and the signature block) or (3) the requested information or signature block is incomplete or does not align with the other.

This Information Technology Master Services Agreement (this "Agreement") is by and between **Forum Info-Tech, Inc.**, a California corporation doing business as LevelCloud, whose principal place of business is 160 W. Foothill Parkway, ste 105, #231, Corona, CA 92882 ("LevelCloud") and **City of Rolling Hills** whose principal place of business is 2 Portuguese Bend Rd. , Rolling Hills, CA 90274. ("Customer"). This Agreement includes the Order or any SoW, and all such documents are incorporated by this reference.

LevelCloud provides professional services related to the implementation and management of cloud-based information technology systems. The parties have agreed that LevelCloud will provide such professional services as the parties may agree, now and pursuant to future statements of work. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

- 1.1. "Deliverables" means any software or other deliverable created pursuant to Professional Services, through the LevelCloud Workspace customized for Customer in accordance with the Order.

1.2. “LevelCloud Workspace” means the custom environment created by LevelCloud in order for its customers to have a streamlined access to their work environment and cloud-based computer systems by various methods and from various devices, consisting of a customized dashboard and user interface.

1.3. “Customer Data” shall mean information stored by Customer, or LevelCloud on behalf of Customer, on the System including, without limitation, email data, documents and databases.

1.4. “Order” means the quote or order form executed by each party and outlining the Professional Services to be provided by LevelCloud to implement Customer’s cloud-based system, as well as the hosting services, software applications and/or hardware to be provided by third parties as components of that system, or any additional Professional Services to be provided after implementation.

1.5. “Professional Services” means such LevelCloud services as are set forth in the Order or in a subsequent SoW

1.6. “Support Agreement” means LevelCloud’s standard agreement regarding its support of its customer’s systems, which is available at the following URL www.levelcloud.net/supportterms.

1.7. “System” means Customer’s private cloud-based system, including the components shown on the Order and otherwise incorporated by Customer.

1.8. “Third Party Offerings” means components of Customer’s System, whether software, hardware or services, provided (or proposed to be provided) by vendors other than LevelCloud, as further described in Section 2.3.

1.9. “User” means any company or individual who uses the LevelCloud Workspace on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

2. PROFESSIONAL SERVICES.

2.1. Provision of Professional Services. LevelCloud shall provide the Professional Services, and Customer shall provide any assistance and cooperation necessary or convenient to facilitate the Professional Services, or called for in the Order or any SoW. LevelCloud may employ subcontractors in the provision of Professional Services, but LevelCloud shall be responsible and liable for such subcontractor’s acts and

omissions related to this Agreement. If the Order or any SoW calls for any of the types of Professional Services listed below, the following terms shall apply to such Professional Services:

(a) *Setup & Implementation*: LevelCloud (i) will consult with Customer and make recommendations regarding the components of Customer's System needed to provide or supplement an infrastructure for Customer's operations and (ii) will manage the integration of such components into Customer's System, which may include installing applications, migrating electronic mail, testing Customer's System, training Customer's staff, and such additional services listed on the applicable Order. The LevelCloud Workspace is the only Deliverable required pursuant to Setup & Implementation Professional Services; all other components of the System are Third Party Offerings.

(b) *Cloud Managed Services*: LevelCloud will manage the System on Customer's behalf in accordance with the options selected by Customer, as shown in the Order. These management services may include adding and removing Users, monitoring updates to Third Party Offerings and incorporating upgrades into the System, monitoring data storage and backup needs.

(c) *Support*: LevelCloud will provide access to its technical support personnel, which may include employees and/or contractors, to help Customer resolve issues with Customer's System in accordance with the Support Agreement. LevelCloud's personnel will initiate contact with and work with support personnel of the vendors providing Third Party Offerings to address such issues, subject to the terms of the vendors' support policies, but LevelCloud is not responsible or liable for any outcome of such third parties' support efforts. In no event will LevelCloud be required to provide support for Third Party Offerings if Customer has not entered into a support agreement with the vendor of the Third Party Offering. The Support Agreement outlines procedures for obtaining support from LevelCloud, priority levels, estimated response times and service levels.

(d) *Consolidated Billing*: LevelCloud will consolidate fees charged to Customer by vendors of Third Party Offerings incorporated into the System and provide Customer with a single monthly invoice including all fees. LevelCloud will pay the third party vendors on Customer's behalf out of the monthly fees LevelCloud charges to Customer. LevelCloud's consolidated billing and payment services will include fees charged for Microsoft Office 365 offerings and any other Third Party Offerings identified on the applicable Order.

(e) *Additional Services and Custom Projects*: LevelCloud will provide additional Professional Services not included in LevelCloud's standard LevelCloud Workspace solution for the fees shown on the applicable Order. Such Professional Services may include, without limitation, configuring hardware or software specific to Customer's existing operating system to interface with the LevelCloud Workspace (which may include working on-site at Customer's premises); consulting with Customer on modifications to the infrastructure of Customer's System and implementing any such

modifications; providing on-site training or remote training through GoToMeeting sessions, providing migrations from existing platforms, network monitoring, collecting business intelligence and assisting Customer with other custom projects, as requested.

2.2. Deliverables.

(a) *License to Deliverables.* Effective upon delivery of each Deliverable, LevelCloud grants Customer a nonexclusive, fully paid, royalty-free license to access and use such Deliverable as necessary for Customer's internal business purposes, provided Customer complies with the restrictions set forth below in Subsection 2.2(b).

(b) *Restrictions on Deliverables Rights.* Unless the Order for a Deliverable expressly states otherwise, Customer shall not reproduce, modify, distribute, publicly display, publicly perform, or sublicense the Deliverables. In particular, Customer may not develop, or hire a third party to develop, any user interface based on or similar to the design of the LevelCloud Workspace. LevelCloud retains ownership of all Deliverables, and Customer receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 2.2(a) above.

2.3. Third Party Offerings. In providing the Professional Services, LevelCloud may (a) procure, install and configure Third Party Offerings on Customer's behalf, (b) incorporate Third Party Offerings into Deliverables provided by LevelCloud, (c) facilitate support of Third Party Offerings through LevelCloud's support services, (d) purchase and bill for Third Party Offerings on Customer's behalf, and (e) otherwise assist Customer in obtaining and using Third Party Offerings. LEVELCLOUD DOES NOT SELL OR LICENSE THE THIRD PARTY OFFERINGS, EVEN IF CUSTOMER PAYS FOR THEM THROUGH LEVELCLOUD'S CONSOLIDATED BILLING SERVICE. LEVELCLOUD MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE THIRD PARTY OFFERINGS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES DISCLAIMED IN SECTION 7.4 BELOW, AND LEVELCLOUD HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY OFFERINGS, INCLUDING WITHOUT LIMITATION FOR DAMAGES RESULTING FROM MALFUNCTIONS IN THIRD PARTY OFFERINGS. Customer agrees that it will rely on the third party vendor in question, and not on LevelCloud, for representations and warranties concerning of such Third Party Offerings and will be bound by the terms of separate agreements with such vendors, as shown in the applicable Order. In particular:

(a) *Vendor Support.* Customer acknowledges that LevelCloud's implementation, cloud management and support services will only apply to Third Party Offerings to the extent that their vendors provide support through their separate agreements with Customer. LevelCloud will not pay such vendors for assistance, except to the extent that it makes payments on Customer's behalf through LevelCloud's consolidated billing service. If Customer acquires such additional third party vendor support, Customer will be responsible for any additional charges, including reimbursement to

LevelCloud for any charges paid to a vendor on Customer's behalf.

(b) *Vendor Security.* LevelCloud arranges for Customer to obtain basic or enhanced security features, at Customer's option, which are provided with Third Party Offerings or as separate Third Party Offerings. Customer recognizes and agrees that the security of the System depends on the security tools and other safeguards provided by vendors of the Third Party Offerings and not on LevelCloud's acts or omissions, and that, without limiting the generality of the foregoing, LEVELCLOUD SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA BREACHES, BREACH OR PRIVACY RIGHTS, OR OTHER LOSS OF DATA SECURITY ARISING OUT OF OR RELATED TO THE SYSTEM.

(c) *Vendor Fees.* Customer is responsible for all fees and costs charged by vendors of Third Party Applications. Fees for Third Party Applications may increase from time to time with or without notice, according to vendors' billing policies. LevelCloud will pass increased fees through to Customer in LevelCloud's monthly consolidated bills as soon as such increase becomes effective.

(d) *Vendor Transitions.* If at any time LevelCloud is required to replace a Third Party Offering, for any reason, or chooses to stop providing Professional Services in connection with a Third Party Offering, Customer shall transition to a replacement Third Party Offering upon reasonable notice from LevelCloud and shall enter into a separate agreement with the vendor of the replacement Third Party Offering.

3. CUSTOMER'S RESPONSIBILITIES AND RESTRICTIONS.

3.1. Customer Resources. Customer shall provide LevelCloud with reasonable access (either at Customer's site or remotely) to Customer's personnel and other resources in order to facilitate LevelCloud's Professional Services.

3.2. Customer Equipment. Except to the extent that the applicable Order expressly provides otherwise, Customer shall be responsible for obtaining and maintaining throughout the Term, all computer hardware, mobile devices, third party software, communication lines, ports, interface equipment, terminals, internet access, bandwidth, network routing equipment, and other materials ("Customer Equipment") necessary for each User to access and use Customer's System and the LevelCloud Workspace. In all cases Customer is responsible for meeting all requirements and paying all fees necessary to obtain warranties and service agreements from the manufacturers of the Customer Equipment. If LevelCloud provides Professional Services at Customer's site, Customer will allow LevelCloud reasonable access to on-site Customer Equipment. LevelCloud may recommend additional Customer Equipment to Customer upon request. Also, if in providing Professional Services, LevelCloud

determines that certain Customer Equipment consistently fails to perform as intended, Customer agrees to consult with LevelCloud and to consider authorizing LevelCloud to select and obtain replacement Customer Equipment on Customer's behalf, at Customer's expense. LevelCloud will have no liability for the performance of any Customer Equipment, even if LevelCloud has recommended or obtained it, including without limitation for incorrect parts ordered. Customer agrees that it will look solely to the manufacturers of the Customer Equipment for warranties and other terms concerning performance of the Customer Equipment.

3.3. Changes to the System. Customer shall notify LevelCloud in advance of any changes to its System and Users prior to the 15th of the month including but not limited to changes to any network configuration, hardware or software applications, and any upgrades or modifications not initiated by or ordered through LevelCloud. If requested by Customer, LevelCloud will prepare a proposed Order for additional Professional Services related to Customer's changes. Except to the extent set forth in an Order executed by both parties, LevelCloud will not be responsible for any issues with the System, the Third Party Offerings, or the LevelCloud Workspace arising out of Customer's changes.

3.4. Third Party Vendor Actions. Customer shall be responsible for any costs arising out of actions of vendors of Third Party Applications (for example and without limitation, in accessing Customer's System to diagnose problems with Third Party Applications) that may affect the System or the LevelCloud Workspace.

3.5. User Information. Customer shall provide LevelCloud with detailed information for each User, including without limitation such User's username, password, email addresses, application assignments, and security rights. Customer will notify LevelCloud by the 25th day of the calendar month of any change in Users (including addition or removal of a User) or User information in order for that change to be effective at the beginning of the following month. Customer agrees to pay any fees charged per User until the effective date of a User's removal.

3.6. No License to Trademarks. Customer acknowledges and agrees that it has no license to use trademarks and trade names of LevelCloud and its affiliates, including without limitation "LevelCloud," "I.T.AnytimeAnywhere," "IT Solutions That LevelCloud," and "LevelCloud Workspace," except as may be authorized in writing by LevelCloud.

3.7. Customer Data. Customer is responsible for all data collected by or transmitted through the System. LevelCloud does not access Customer's data except as necessary to provide Professional Services ordered by Customer. In no event will LevelCloud be responsible for claims arising out of Customer's data.

4. FEES & REIMBURSEMENT. Customer shall: (a) pay LevelCloud the fees as set forth in any Order (including both fees due to LevelCloud and fees LevelCloud is collecting on behalf of third party vendors); and (b)

reimburse such expenses as LevelCloud reasonably incurs in provision of Professional Services. Amounts listed in an Order are estimates of Professional Services fees and may be adjusted by LevelCloud, except to the extent that the Order specifically provides to the contrary. LevelCloud will not be required to refund fees under any circumstances. Except as otherwise stated in an Order, fees related to the setup and implementation of Customer's System and the LevelCloud Workspace will be payable in advance, and all other fees will be paid monthly; provided that fees paid directly to a third party vendor outside LevelCloud's consolidated billing procedures must be paid separately to such vendor according to such vendor's payment terms.

Payment Method: *Automatic credit card or electronic check required*

SELECT ONE	AUTOMATIC ELECTRONIC CHECKING ACCOUNT INFORMATION		
	Bank Account #:	Routing #:	
	AUTOMATIC CREDIT CARD PAYMENT (VISA OR MASTERCARD ONLY)		
	VISA or MasterCard (circle one)	NOTE: FIT does not accept American Express	
	Account #:	Exp. Date:	CID:
	Name on Card:		
	Billing Address:		

4.1. Taxes. The fees under this Agreement are exclusive of any national, state, municipal, or other governmental excise, sales, value-added and occupation taxes all of which, if applicable, shall be paid by Customer.

4.2. Payments. Setup fees are due upon execution of the initial Order. For month-to-month agreements, the first monthly payment is due upon execution of the Order, and subsequent payments are due in advance by the 1st day of each calendar month. LevelCloud will provide monthly invoices and is currently providing a customer portal through which Customer may make payments online. Unless otherwise agreed by Customer and LevelCloud, all payments shall be by automatic ACH/electronic check (eCheck) or credit card auto-payment. Customer authorizes LevelCloud to debit Customer's bank account for any fees and charges incurred, without advanced notice, via the payment method selected on the Order. All checks sent by Customer will be processed as e-checks.

4.3. Changes to Payment Method. LevelCloud may discontinue its use of the payment portal at any time by notifying Customer, which will not relieve Customer of its payment obligations. LevelCloud will accept a change to a Customer's automatic payment method for monthly fees only if it receives written notice of the change by the 25th day of the month before a payment is due. Customer is responsible for keeping its payment information updated at all times.

4.4. Billing Disputes. Customer must submit all billing disputes concerning fees for LevelCloud's Professional Services, as well as for Third Party Offerings billed to Customer through LevelCloud consolidated billing, in writing to LevelCloud's accounting department, at accounting@foruminfotech.net, within 10 days after the receipt of the disputed invoice, accompanied by a reasonably detailed explanation for the basis of such dispute. Customer may not withhold payment of disputed fees. LevelCloud may request additional information or supporting documentation or, if Customer's claim is unverifiable based on LevelCloud's records, may reject the claim. If LevelCloud determines that a credit is due pursuant to the terms and conditions of this Agreement, LevelCloud will notify Customer and will credit Customer with such amount on the next invoice sent after such determination.

4.5. Rejected and Late Payments. A \$25.00 service charge shall apply to all returned checks and reversed or rejected transactions. If Customer fails to pay any fees and charges when due to LevelCloud, including fees for Third Party Offerings included in LevelCloud's consolidated billing, then in addition to any rights and remedies available to LevelCloud, LevelCloud (a) may suspend Professional Services to Customer immediately and without notice and/or (b) may impose a late charge of \$500 if such fees and charges are more than 10 days past due. Customer shall be liable for any costs and expenses, including attorneys' fees, incurred by LevelCloud in collecting any amounts due and payable hereunder.

5. FEEDBACK. LevelCloud has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer or Users provide to LevelCloud, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict LevelCloud's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the User in question. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying the LevelCloud Workspace or any of LevelCloud's other products or services.)

6. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any document Discloser marks "Confidential"; (b) any information Discloser orally designates as "Confidential" at the time of disclosure, provided Discloser confirms such designation in writing within 10 business days; (c) any information marked or designated as "Confidential" by third party vendors providing components of Customer's System, whether or not disclosed by Discloser, and (c) any other nonpublic, sensitive information disclosed by Discloser, whether or not marked or designated "Confidential." Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser.

6.1. Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate the Professional Services (the "Purpose"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in

order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Article 6; and (b) shall not disclose Confidential Information to any other third party, including without limitation any competitor of LevelCloud, without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.

6.2. Injunction. Recipient agrees that breach of this Article 6 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

6.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 6.1 above (Nondisclosure) will terminate 30 days after the date of disclosure. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.

6.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.

7. REPRESENTATIONS & WARRANTIES.

7.1. From LevelCloud. LevelCloud represents and warrants: (a) that all Professional Services will be performed in a professional and workmanlike manner; and (b) that the Deliverables will conform to their specifications set forth in the applicable Order during the term specified in the Order, if applicable, and otherwise during the term of this Agreement. In the event of a breach of the warranty in this Section 7.1, and provided that Customer notifies LevelCloud in writing of such breach, LevelCloud, at its own expense, shall re-perform the Professional Services or repair and redeliver the Deliverable in question within 30 days following such notice, or if such performance or repair is not feasible within 30 days, then within a reasonable period following such notice. The preceding sentence, in conjunction with Customer's right to terminate this Agreement for breach where applicable, states Customer's sole remedy and LevelCloud's entire liability for breach of the warranty in this Section 7.1.

7.2. From Customer. Customer represents and warrants that data collected or transmitted through its

System will comply with the policies of vendors of Third Party Offerings and will not violate the rights of any third parties or any applicable laws.

7.3. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.4. Warranty Disclaimers. LEVELCLOUD PROVIDES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARISING OUT OF OR RELATED TO THIRD PARTY OFFERINGS. Except as set forth above in this Article 7, LEVELCLOUD PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR LEVELCLOUDNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) LEVELCLOUD DOES NOT REPRESENT OR WARRANT THAT THE LEVELCLOUD WORKSPACE, ANY OTHER DELIVERABLE, OR THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) LEVELCLOUD DOES NOT REPRESENT OR WARRANT THAT THE LEVELCLOUD WORKSPACE, ANY OTHER DELIVERABLE, OR THE SYSTEM WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER'S DATA WILL REMAIN PRIVATE OR SECURE.

8. INDEMNIFICATION.

8.1. Indemnified Claims. Customer shall indemnify and defend LevelCloud and LevelCloud's Associates (as defined below in Section 8.2) against an "Indemnified Claim," meaning a third party claim, suit, or proceeding arising out of or related to: (a) Customer's alleged or actual use of, misuse of, or failure to use the System, including without limitation Deliverables and Third Party Offerings; (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Customer or of any of its agents, subcontractors, or employees; and (c) professional services provided to Customer by service providers other than LevelCloud, including without limitation professional services obtained by LevelCloud on behalf of Customer and (d) hardware, software or equipment purchased by Customer through vendors or resellers other than LevelCloud. Indemnified Claims listed in Subsection 8.1(a) above include, without limitation: (i) claims by Users or by Customer's employees; (ii) claims by the vendors of Third Party Offerings related to payment, infringement of intellectual property, or breach of any Customer contract with such vendor; and (iii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information.

8.2. Litigation & Additional Terms. Customer's obligations pursuant to Section 8.1 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at customer's expense and payment of judgments. Customer will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided LevelCloud will have

the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (LevelCloud's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

9. LIMITATION OF LIABILITY.

9.1. Dollar Cap. LEVELCLOUD'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO LEVELCLOUD FOR LEVELCLOUD'S PROFESSIONAL SERVICES UNDER THE ORDER UNDER WHICH THE CLAIM AROSE DURING THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. SUCH AMOUNT SHALL NOT INCLUDE FEES PASSED THROUGH BY LEVELCLOUD TO THIRD PARTY VENDORS.

9.2. Exclusion of Consequential Damages. IN NO EVENT WILL LEVELCLOUD BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

9.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 9 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF LEVELCLOUD IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 9, LevelCloud's liability will be limited to the maximum extent permissible. For the avoidance of doubt, LevelCloud's liability limits and other rights set forth in this Article 9 apply likewise to LevelCloud's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

10. TERM & TERMINATION.

10.1. Term. Except as set forth below, the term of this Agreement shall commence on the Effective Date and continue for the period of **1 year**. The term will renew automatically each year unless one party gives at least 30 days advanced written notice to the other party that the Agreement will terminate at the end of the current monthly period.

10.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice, effective in 30 days unless the other party first cures such breach upon written notice by the client. Without limiting LevelCloud's other rights and remedies, LevelCloud may suspend or terminate a Customer's Client's or other User's access to the System at any time, without advanced

notice, if LevelCloud reasonably concludes such Customer's Client or other User has conducted itself in a way that is not consistent with the requirements of the AUP or the other requirements of this Agreement or in a way that subjects LevelCloud to potential liability.

10.3. Termination Assistance. Subject to the Customer's payment of any and all fees and charges due through the date of expiration or termination and provided that Customer is not in breach or default of any of its obligations hereunder, LevelCloud shall (i) deliver to Customer a digital copy of all Customer Data on a standard digital backup medium provided by the Customer to LevelCloud to Customer's physical address, and (ii) at Customer's request and sole cost and expense, Customer and LevelCloud shall cooperate in good faith in order to provide for the orderly transition of the Customer Data stored on the Customer Cloud to Customer's designated computer servers. Customer acknowledges that termination assistance constitutes Additional Services and additional fees and charges will apply. If Additional Services for termination assistance is requested, LevelCloud and Customer will express their mutual agreement by completing and signing an Order Form, which shall set forth the service charges and rates for performance of termination assistance. LevelCloud reserves the right to require all or part of such fees and charges to be paid in advance prior to providing any termination assistance to Customer.

10.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 2.22.2(b) (Restrictions on Deliverables Rights), 3.5 (No License to Trademarks), 5 (Feedback), 6 (Confidential Information), 7.4 (Warranty Disclaimers), 8 (Indemnification), and 9 (Limitation of Liability); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

11.MISCELLANEOUS.

11.1. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no LevelCloud employee or contractor is or will be considered an employee of Customer. LevelCloud will control the place, time and manner in which it provides the Professional Services.

11.2. Notices. Notices pursuant to this Agreement shall be sent in writing to the electronic mail addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses 24 hours after transmission.

(a) *For LevelCloud:* mgmt@foruminfotech.net

(b) *For Customer:*

11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

11.4. Assignment & Successors. LevelCloud may not assign this Agreement or any of its rights or obligations hereunder without Customer's express written consent, except in the case of a merger or the sale of substantially all of LevelCloud's stock or assets. Except to the extent forbidden in this Section 11.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

11.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

11.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

11.7. Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of the State of California, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Riverside County, California.

11.8. Conflicts. In the event of any conflict among the attachments to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; (2) the initial Order; and (3) any subsequent Order, with more recent Orders taking precedence over earlier ones.

11.9. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

11.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

11.11. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party, except that LevelCloud may modify the Support Agreement on 30 days' notice by posting a new version on its website and notifying Customer in writing. The new Support Agreement terms will go into effect at the beginning of the next calendar month beginning after the 30-day notice period unless Customer terminates the Agreement pursuant to Article 10.

SLA & Helpdesk Workflow

Helpdesk SLA & Workflow

Response and resolution times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP – Best Effort	96 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
--------------	-------------

Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.

3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

1. Issue is escalated to Tier 2 Support
2. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

3. Level 2 Resolution - issue is worked to successful resolution
4. Quality Control –Issue is verified to be resolved
5. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

6. Issue is escalated to Tier 3 Support
7. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

8. Level 3 Resolution - issue is worked to successful resolution
9. Quality Control –Issue is verified to be resolved
10. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

11. Issue is escalated to Onsite Support
12. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

13. Onsite Resolution - issue is worked to successful resolution
14. Quality Control –Issue is verified to be resolved
15. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

One Time Setup Fee

Description	Price	Qty	Ext. Price
-------------	-------	-----	------------

Complete Private Cloud Setup, Training, Testing of all applications, Email and Data Migration Setup Includes Various Steps: <ol style="list-style-type: none"> 1. AWS Account Creation 2. AWS Management Access Setup 3. Provision Cloud Servers 4. Installation of Applications(Vendor Support Required) 5. Data Sync from 6. Testing 7. Training(Series of Recorded Videos-FIT Academy) 8. Go Live Setup Duration: 30-60 days Setup Hours (Estimated): 60-80 hrs. Office 365 Migration Email migration suite for seamless migration from Exchange to Cloud and 2 hours of labor to execute the migration. Migration tool \$75 per mailbox.	\$5,800.00	1	\$5,800.00
TS Print Application for Remote Desktop TSPrint is the RDP printing software for Terminal Services, Remote Desktop, VDI, or Citrix environments. Simple implementation and ease-of-use, coupled with an affordable licensing system, makes TSPrint one of the most popular remote desktop printing solutions on the market. Increase the stability of servers, without installing printer drivers on any terminal server. Clients print directly to their local printers from the terminal server, without additional administrator time required for implementation or configuration.	\$425.00	1	\$425.00
Netgear ProSafe JGS524 24-Port Gigabit Ethernet Sw Netgear ProSafe JGS524 24-Port Gigabit Ethernet Switch - 24 x 10/100/1000Base-T LAN	\$249.42	1	\$249.42
Sonicwall Soho- SonicWall SOHO TZ Network Security/Firewall Appliance - 5 Port Higher broadband demands high-speed protection. These affordable firewalls let small businesses and home offices take full advantage of high-speed broadband, without compromising the highly effective protection needed to stop cyberattacks. Includes one year subscription license for the Sonicwall Comprehensive Gateway Security Bundle. Please note- this license will need to be renewed annually.	\$545.00	1	\$545.00
Subtotal			\$7,019.42

Cloud Hosting Proposal

Prepared by



Forum Info-Tech: Corona
Nicole Kinney
(951) 582-3034
nicole@foruminfotech.net

Prepared for:

City of Rolling Hills
2 Portuguese Bend Rd.
Rolling Hills, CA 90274
Elaine Jeng
(310) 377-1521
ejeng@cityofrh.net

Quote Information:

Quote #: NK000505
Version: 1
Delivery Date: 07/16/2019
Expiration Date: 07/26/2019

Quote Summary

Description	Amount
One Time Setup Fee	\$7,019.42
Subtotal:	\$7,019.42
Estimated Tax:	\$61.57
Total:	\$7,080.99

Recurring Expenses Summary

Description	Amount
Infrastructure as a Service	\$649.00
Managed Services	\$1,679.00
Software as a Service	\$637.50
CyberSecurity Services	\$144.00
Recurring Total:	\$3,109.50

Forum Info-Tech: Corona

City of Rolling Hills

Signature: 

Signature: _____

Name: Nicole Kinney

Name: Elaine Jeng

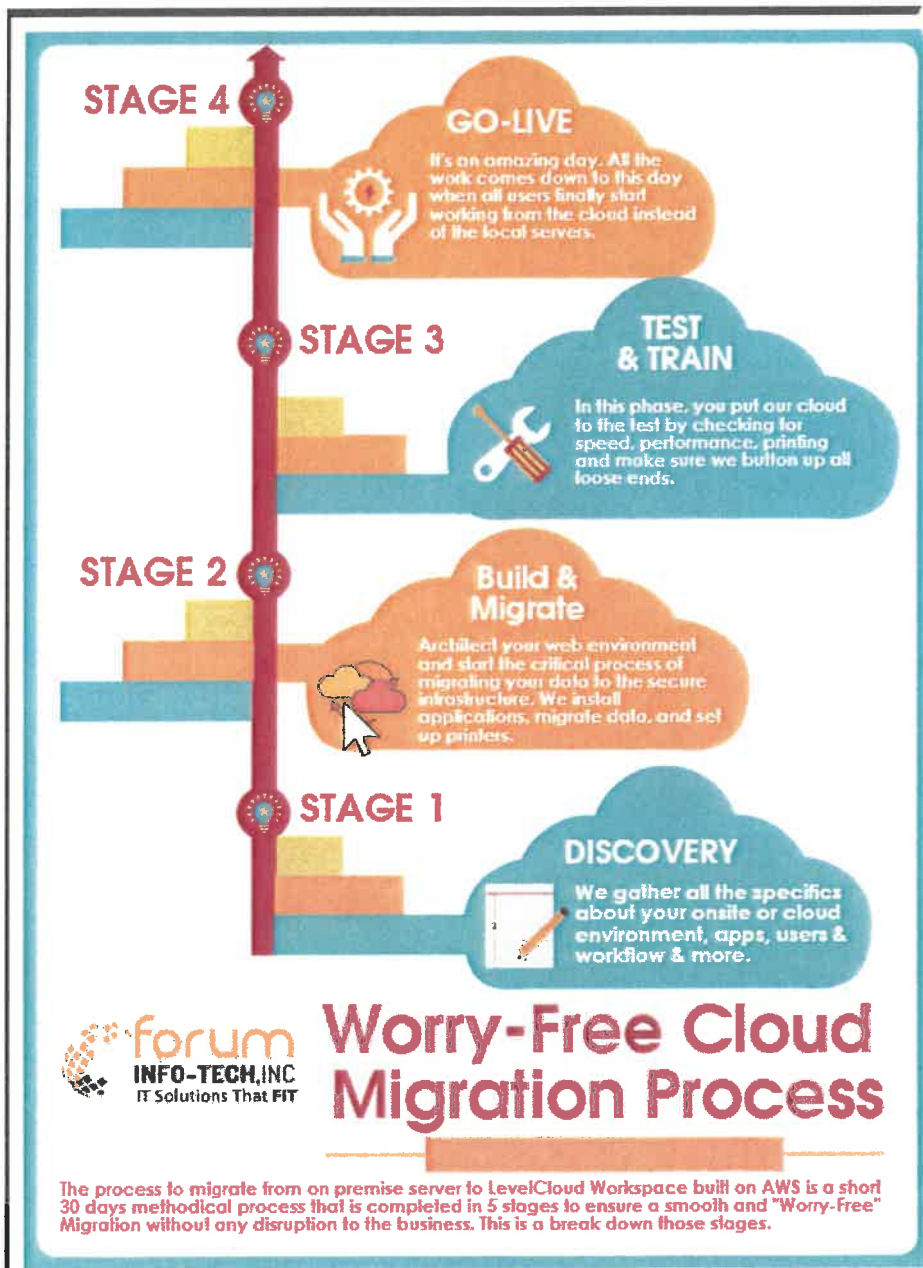
Title: Client Success Manager

Date: _____

Date: _____

Cloud Migration Process

Worry Free Cloud Migration





Cloud Service Proposal: Addendum City of Rolling Hills

Presented to:
Elaine Jeng, P.E.
City Manager, City of Rolling Hills



Proposal Prepared by:
Nicole Kinney
nicole@foruminfotech.net
951.256.4070
Foruminfotech.net



Variable Cost

AWS Infrastructure as a Service

Amazon Web Services is a variable cost based on how much the City of Rolling Hills consumes on a monthly basis. Unless major changes are made to the cloud environment, the cost fluctuations are minimal.

Fixed Costs

AWS Infrastructure Management

Cloud Managed Services

Workstation Mgmt. – Gold

Managed Local Network

Vendor Management

Office 365 (Business Essentials) Email

Office 365 Email Hosting

Backup as a Service

LevelCloud Workspace

MS Remote Desktop License

Multi-Factor Authentication

FIT Detective

FIT PhishNet

Service Pricing within Forum's Control

AWS Infrastructure Management

Cloud Managed Services

Workstation Mgmt. – Gold

Managed Local Network

Vendor Management

Service Pricing Out of Forum's Control

Office 365 (Business Essentials) Email

Office 365 Email Hosting

Backup as a Service

LevelCloud Workspace

MS Remote Desktop License

Multi-Factor Authentication

FIT Detective

FIT PhishNet

Proposal Revisions

File attached: Forum Info Tech_Proposalv2

- Changed users from 8 people to 9 to reflect total number of current employees
- Added Microsoft Exchange, Email Only accounts for council members and commissioners, total quantity 14

Quote Summary

Description	Amount
One Time Setup Fee	\$7,019.42
Subtotal:	\$7,019.42
Estimated Tax:	\$61.57
Total:	\$7,080.99

Recurring Expenses Summary

Description	Amount
Infrastructure as a Service	\$649.00
Managed Services	\$1,679.00
Software as a Service	\$637.50
CyberSecurity Services	\$144.00
Recurring Total:	\$3,109.50

INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES RFP REQUEST FOR CLARIFICATION

TO: Biren Shukla, Forum Info-Tech (via email biren@foruminfotech.net)

Nicole Kinney, Forum Info-Tech (via email nicole@foruminfotech.net)

DATE: JULY 14, 2019

The City is seeking clarification from proposers in order to for City staff to make a selection on Thursday, July 18, 2019. City staff will be recommending to the City Council at the July 22, 2019 City Council meeting to engage the selected proposer for service. Service is anticipated to commence on August 1, 2019. Please submit your written responses to the clarifications below by 10am, Tuesday, July 16 to Elaine Jeng at ejeng@cityofrh.net and copied to Connie Viramontes at cviramontes@cityofrh.net.

A follow up conference call is scheduled for Tuesday, July 16, 2019 at 4pm with Elaine Jeng to review Forum Info-Tech's clarification responses. The City will initiate the call. In your clarification responses, please provide a phone number for the scheduled conference call.

To log in using your computer, click the link below to join the Zoom meeting:

<https://zoom.us/j/5772522329>

Once you have joined the meeting, you can pair your computer's speakers and microphone. Zoom will automatically detect connected equipment. If it does not, or is wrong click the up arrow at the bottom left of the screen next to the microphone. This will allow you to change audio and voice options.

If your computer does not have audio or a microphone, use the following information to call in:

+1 669-900-6833 Meeting ID: 577 252 2329

1. On page 2 of 13 of the proposal discussed the use of LevelCloud – a Forum Info-Tech product hosted on Amazon Web Services. LevelCloud is proposed to temporarily eliminate the need to replace all MACs with PC's.

a. Is LevelCloud a proprietary product?

Yes, LevelCloud is proprietary to Forum Info Tech. The LevelCloud Dashboard is a user interface to access cloud applications and a virtual desktop. Example, you can open Outlook from the dashboard and it will open on your taskbar as an application that is running on cloud servers. Similarly, a virtual desktop will run on cloud servers eliminating the need for local server access.

b. Is the use of LevelCloud included in the cost proposal? If so, under recurring or onetime set up?

Yes, the use of LevelCloud is included in the cost proposal. The cost of the infrastructure and dashboard are included in the monthly recurring. However, LevelCloud is a private cloud solution. Which means the infrastructure cost portion of the agreement (Infrastructure as a Service) will grow as your data grows. We don't make money on infrastructure (CPU, Memory, etc.) and we pass on the costs of server, storage, etc.

Building your cloud environment and migrating data are included in the one-time set up fee.

c. Would you recommend the use of LevelCloud if the City switches to PC's in the next 30 days?

Yes. The LevelCloud environment is functional on both MAC and Windows operating systems.

2. On Page 3 of 13 of the proposal, the list of on-boarding tasks includes secure data and start migration to the cloud and stat documentation.

a. Once this migration is complete, is Forum Info-Tech recommending keeping the existing server hardware?

When we migrate a client to the cloud a best practice is to keep the existing server infrastructure in place for a short-term period. When the client is comfortable working in the cloud environment and comfortable that all their data is secure in the new infrastructure, we will decommission on premise servers.

b. In the event of prolong power failure, and or connectivity failure after data migration is complete, what is Forum Info-Tech's recommended approach to access City data?

If the posed scenario were to happen today, you would not have access to City data. In the proposed environment, you can access City data from any device with Internet connectivity. In the event of a power or Internet outage, when you work from the cloud you can re-locate to an area with Internet or power, or if Internet is out, you can access your data through a 4G connection by using a cell phone or data enabled tablet. You can launch a mobile hotspot or work directly from the phone or tablet. Additionally, you can work from home on a physical connection and access your cloud.

Additionally, we can add Multi-Factor Authentication to further secure your cloud environment when you are working on an unknown network outside of the office.

3. On page 4 of 13 of the proposal, VoIP is mentioned but not discussed elsewhere in the proposal.

a. Please elaborate on Forum Info-Tech's plan for the City's phone system.

1. Evaluate current phone system.
2. Identify from City agents what they need/want in phone system capabilities and budget.
3. Present options that align with both items identified in number 2.
4. There are several hosted VoIP offerings available on a per user/per month basis ranging from \$30 to \$50. Typically VoIP calls take about 100KB-200KB/user per line when talking. The main thing in ensuring a successful cloud solution for VoIP is the number of hops there are from the Internet Service Provider to the VoIP provider. This ensures the quality of service. More due diligence is required to provide a solution and quote this.

What we know:

- The current phone system is inadequate.
- We need to identify more information to see if it can be (if you want it to be) improved upon, or replaced.
- Current bandwidth is inadequate to add VoIP

4. On page 4 of 13 of the proposal, upgrade of physical cabling was discussed. Forum InfoTech will assist the City with an appropriate third party to implement cabling needs.

a. Please elaborate on Forum Info-Tech' approach for cabling/wiring work. Complete overhaul or based on testing, age of infrastructure, and or as-needed basis?

We will take a phased approach to this project. It will be a joint effort between our engineering team, cabling vendor and City. We will work with the cabling vendor to identify and prioritize projects and will then present findings to the City for input on budgeting and timeline.

5. In the Cloud Hosting Proposal (cost proposal) prepared by Nicole Kinney, line items with a quantity greater than 1 such as Office 365 (Business Essentials) Email and Custom Private Dashboard show quantities 8 and 10 respectively.

a. What is the basis for the quantities? 10 Total computers: Page 8 of the DivergeIT Network Analysis.

Mac Mac OS X 10.7.5 (11G63b)	1
Mac macOS 10.12.6 (16G1036)	1
Mac macOS 10.13.6 (17G3025)	1
Mac macOS 10.13.6 (17G5019)	1
Mac macOS 10.13.6 (17G65)	1
Mac OS X 10.10.5 (14F2511)	1
Mac OS X 10.8.5 (12F2560)	1
Windows 10 Pro	1
Windows 7 Professional	2

b. The numbers 8 and 10 appear to be referring to the number of users or workstations. The ratio of employees (users) to workstations will be 1 to 1. After our call on July 16th and I get an exact clarification on these counts, I will revise the proposal to reflect accordingly.

6. In the Cost Proposal, onsite support is shown as an optional item.

a. Please confirm that the optional onsite visits are distinct, separate and apart from the Tier 3 Support level as a part of the Managed Services.

Optional onsite visits are separate from any support tier provided remotely.

7. In the Cost Proposal, the line item Complete Private Cloud Setup, Training, Testing of all applications, Email and Data Migration noted that Migration tool \$75 per mailbox.

a. Please confirm that the \$5,800 includes the Migration Tool cost per mailbox.

Yes, the \$5,800 includes the migration tool cost of \$75 per mailbox.

8. In the cost proposal, the line item Sonicwall Soho – SonicWall SOHO TZ Network Security/Firewall Appliance – 5 port noted that the license will need to be renewed annually.

a. Is the license cost included in the proposed recurring total? Yes

b. What is the annual license cost? Annual license renewal is \$250.

c. In May 2019, the City replaced its firewall. Will this line item be needed with a new firewall?

We will evaluate the current equipment and the need to replace it. Commonly, if there is useful life in the equipment we do not recommending replacing.

9. The Request for Proposal solicited Information Technology services for a three-year period.

a. Please confirm the recurring monthly cost of \$2,856 is held for three years.

The monthly cost is subject to change. This proposal includes pass through pricing for vendors such as Amazon Web Services and Microsoft. Keep in mind that when you go to the cloud you are consuming things as a service vs. using capital dollars to purchase equipment/licenses. Whenever you are consuming things as a service, they are variable.

Examples of variable costs are license costs from Microsoft or increases in the type of servers you need, or additional storage from Amazon. It is recommended you budget for a variation of 15-25% on IaaS costs.

We are experienced with Amazon Web Services products and that experience translates in to savings for our clients. For example, if you have legacy data you need to store, but don't need to access it can be stored in a different, less expensive environment than your production environment. Additionally, AWS offers a discounted rate for customers who sign a 3-year contract. Once we identify your sweet spot we can lock this discount in and save you about 20% per month on your consumable infrastructure.

b. The City is seeking a contract with a renewal term for another three years. Please indicate if Forum Info-Tech can hold the recurring monthly cost of \$2,856 for a subsequent three-year period.

This proposal includes pass through pricing for vendors such as Amazon Web Services and Microsoft. In addition to the consumable products mentioned in 9-a, their pricing is subject to change and out of our hands. We provide notice to clients when such increases occur in as much time in advance as we can.

Proposal for RFP

Information Technology Administrative Services



THE CITY OF

ROLLING HILLS
CALIFORNIA

For: The City of Rolling Hills

Proposal for IT Consulting Support Services

ATTN: Elaine Jeng, PE, City Manager

No. 2 Portuguese Bend Road

Rolling Hills, CA, 90274

From: SEMA, Inc. dba CBE OFFICE SOLUTIONS

RFP Point of Contact: Dimitri Smith / (310) 871-1295

4 Mason

Irvine, CA, 92618

(949) 830-1400

www.cbesolutions.com





CBE OFFICE SOLUTIONS - Corporate Office in Irvine, California.

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COVER LETTER

July 1, 2019

To the Leadership of the City of Rolling Hills –

Thank you for allowing CBE Office Solutions (CBE) the opportunity to propose a solution for the IT Consulting Support needs of the City of Rolling Hills. We are pleased to present to you our proposal, which details our world-class managed IT services plan.

CBE is very local to City of Rolling Hills, headquartered just 30-40 minutes away in Irvine. We are a large enough company (with 175 local employees) to service any size organization, but we are responsive enough to have a live person answer the phone when you call. CBE has a wide range of experience, cultivated over 25 years in the office technology industry, and a proven history of delivering comprehensive solutions to our clients—including many public sector agencies. It is our objective to provide you with the most current and advanced technology solutions, as well as the most proactive service and support available—all at a competitive cost.

Our approach to meeting your requirements is simple, and begins with **our CEO's primary goal: "Take Care of the Customer."** All equipment, service and solution recommendations are guided by that single principle. Having reviewed the RFP, we understand the scope of work requested. CBE will provide the City of Rolling Hills with the highest level of information technology service and support—both remote and on-site. Our IT technical team members have all of the necessary education, certifications, tools and experience to keep your network in top working order, enabling your staff to work at maximum efficiency and productivity in their service to the citizens of the City.

Thank you for your thoughtful consideration of CBE Office Solutions and our proposal in your evaluations. We look forward to the opportunity to meet and exceed your expectations, and to delivering increased value and efficiency to the City of Rolling Hills.

Sincerely,

Sean Dawson
Director of IT and Solutions Sales
949-830-1400 x.5127
sdawson@cbesolutions.com

COMPANY DATA

- **Official name and address of Proposer:**
SEMA, Inc. dba CBE Office Solutions
4 Mason, Irvine, CA, 92618
- **Name, address and telephone number of the Proposer's Point of Contact:**
Dimitri Smith (IT Consultant)
4 Mason Irvine, CA, 92618
(909) 989-7999 x.3121 (office)
(310) 871-1295 (cell)
DimitriS@cbesolutions.com
- **SEMA/CBE entity type:**
S-Corporation formed in California
- **Our Federal Employer Identification Number is:**
33-0680107
- **Address, Phone numbers and Fax Numbers of each of CBE's office locations:**
 - **Irvine HQ**
4 Mason Dr, Irvine, CA, 92618
Phone: (949) 830-1400
Fax: (949) 830-3337
 - **Ontario**
800 N. Haven Ave. Ste. 220, Ontario, CA, 92164
Phone: (909) 989-7999
Fax: (909) 989-5775
 - **City of Industry**
13200 Crossroads Pkwy, Ste. 135, City of Industry, CA, 91746
Phone: (562) 695-7775
Fax: (562) 695-9505
 - **Torrance**
19191 S. Vermont Ave., Ste. 470, Torrance, CA, 90502
Phone: (310) 323-3310
Fax: (310) 323-3320



Irvine Corporate HQ



City of Industry



Torrance



Ontario

- **A detailed statement regarding whether the Proposer is totally or partially owned by another business organization or individual:**

CBE has one individual owner and CEO, Tarek Hafiz.

- **Number of years the Proposer has had in providing required, equivalent, or related services:**

CBE has been in the business of providing office technology solutions for 25 years. In February of 2016, CBE acquired QLAN, a local managed IT services provider that has been providing IT services since 1997. Many QLAN staff stayed on with CBE, and with fresh vision, our IT team has grown significantly ever since.

- **All comparable contracts entered into during the last 5 years, completed or not:**

The list of current CBE public contracts from the last 5 years is too extensive to include here in its entirety. For the sake of space, here is a list of a few of the most recent (last year or so) public contracts entered by CBE that are representative of many other similar contracts.

Customer	Start date	Exp. date
CITY OF BANNING	4/1/2018	6/30/2023
CITY OF COSTA MESA	3/5/2019	3/4/2024
CITY OF LA PUENTE	6/26/2018	6/25/2021
CITY OF LA PUENTE	5/20/2018	5/19/2022
CITY OF LA PUENTE	11/5/2018	11/4/2022
CITY OF MONROVIA - LA CLEAR	10/16/2018	10/15/2023
CITY OF MONTCLAIR	12/5/2018	12/4/2023
CITY OF ONTARIO dba CITIZENS BUSINESS BANK ARENA	5/11/2018	5/10/2019
CITY OF ONTARIO DBA SMG ONTARIO CONVENTION CENTER	4/20/2018	4/19/2022
CITY OF ONTARIO DBA SMG ONTARIO CONVENTION CENTER	4/16/2018	4/15/2022
CITY OF PASADENA WALNUT	10/23/2018	10/22/2020
CITY OF SANTA MONICA	10/12/2018	10/11/2023
CITY OF WEST COVINA	5/5/2018	5/4/2023
CITY OF WEST COVINA	12/5/2018	12/4/2023
CITY OF WESTMINSTER	1/5/2018	4/4/2023

The above list of contracts is for our managed print services department. CBE has not yet entered any public or government contracts for our managed IT services department; however we do have over over 30 private organizations contracted as managed IT services clients. Please see a few of them in the "References" section of this proposal.

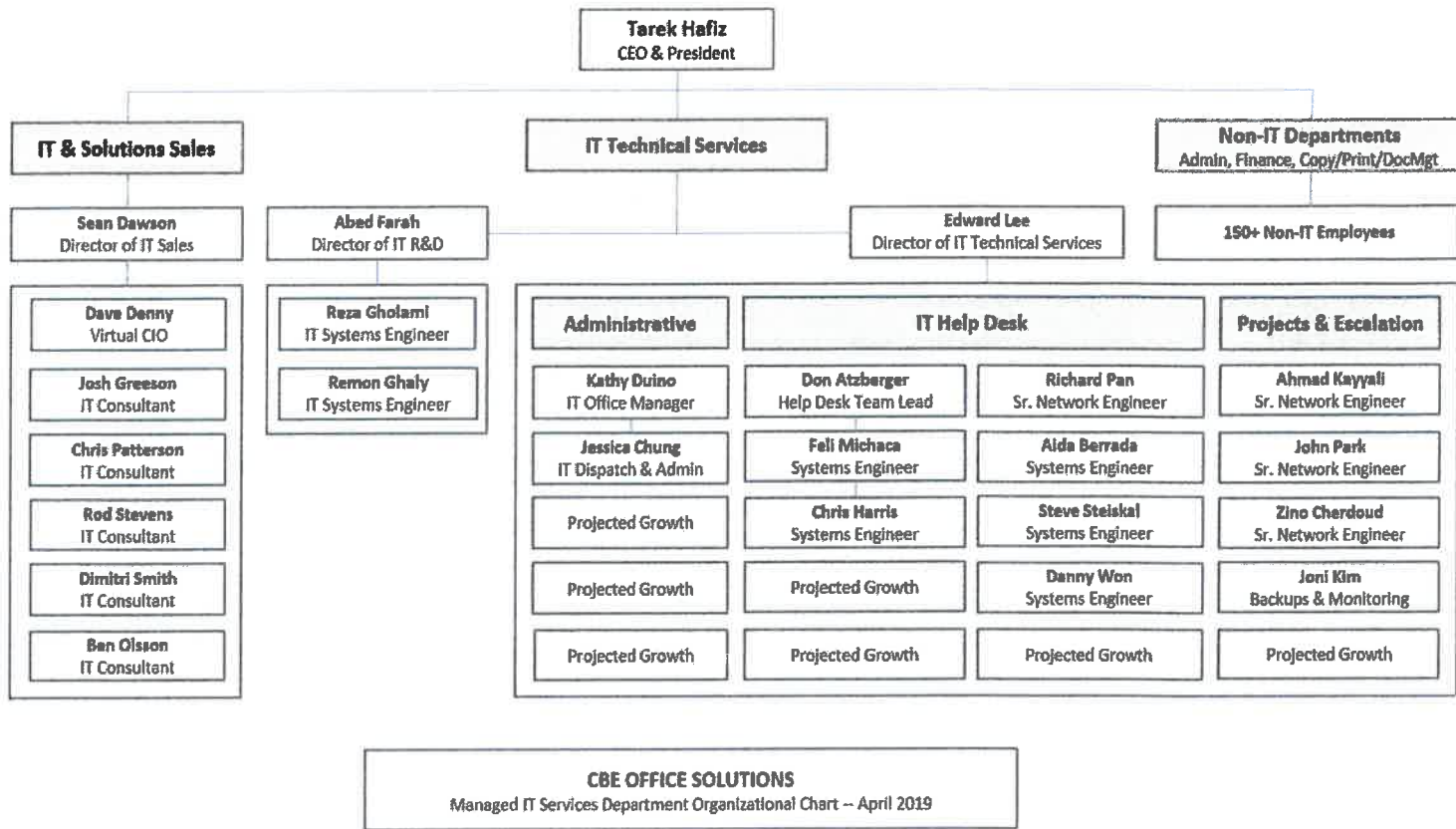
- **Any failures or refusals to complete a contract and explanation:**

None

- **Financial interests in other lines of business:**

None

ORGANIZATIONAL CHART



RESUMES AND QUALIFICATIONS OF PERSONNEL

STRATEGIC IT DIRECTION:

David Denny

- Job Title: Virtual Chief Information Officer (VCIO)
- Years of Technology Experience: 20
- Years of Account Management / Business Consultant Experience: 25
- Years with CBE: 1
- Education / Certifications:
 - Bachelor's in Industrial & Systems Engineering

TECHNICAL TEAM:

Eddie Lee

- Job Title: IT Service Manager
- Years of IT Experience: 30
- Years with CBE: 20
- Summary of experience/specialties: System management. Co-founder/owner of QLAN before CBE acquisition
- IT Education / Certifications:
 - Bachelor's in Electrical Computer Engineering (BSECE)

Abed Farah

- Job Title: IT Director of research and development
- Years of IT Experience: 25 Years
- Years with CBE: 19
- Summary of experience/specialties: HPE servers, Microsoft Servers and workstations, Sophos Firewall and Security. Co-founder/owner of QLAN before CBE acquisition
- IT Education / Certifications:
 - Microsoft Certified Professional (MCP)

John Park

- Job Title: Senior Network Engineer
- Years of IT Experience: 19 years
- Years with CBE: 18 years
- Summary of experience/specialties: Servers, Exchange, Routing
- IT Education/Certifications:
 - Microsoft Certified Systems Engineer (MCSE)
 - A+, Networking+
 - Microsoft Certified Professional (MCP)

Don Atzberger

- Job Title: IT Help Desk Team Lead
- Years of IT Experience: 36 years
- Years with CBE: 1
- Summary of experience/specialties: Firewalls, Routing, Layer 3 Switching,
- IT Education / Certifications:
 - Master's in Chemical and Biomedical Engineering, with minor in Computer Engineering

Zino Cherdoud

- Job Title: IT Services & Solutions
- Years of IT Experience: 20+
- Years with CBE: 12
- Summary of experience/specialties:
 - IT: Microsoft, Networking, SQL, Mail, Hardware, MS Dynamics, etc.
 - Print/Solutions: uniFLOW, PaperCut, ShareScan, Equitrac, Fiery, etc.
- IT Education / Certifications:
 - MCSE (Microsoft Certified Solutions Expert)
 - MCSA (Microsoft Certified Solutions Associate)
 - MCSA (Microsoft Certified Solutions Associate) - Microsoft Dynamics

Reza Gholami

- Job Title: IT System Engineer
- Years of IT Experience: More than 10 Years
- Years with CBE: 1
- Summary of experience/specialties: General IT, Networking, IT Support, Virtualization, Programming
- IT Education / Certifications:
 - Bachelor of Software Engineering
 - MCSE: Cloud Platform and Infrastructure, Productivity
 - MCSA: Office 365, Windows 10, Windows Server 2016
 - vSphere 6 Foundations
 - Currently pursuing MCSE: Mobility certificate

Ahmad Kayyali

- Job Title: Senior Network Engineer
- Years of IT Experience: 8
- Years with CBE: 3
- Summary of experience/specialties: Windows Server, Office 365, Cloud PBX, virtualization, switching and wireless, network security, backup solutions & Laserfiche.
- IT Education / Certifications:
 - Bachelor's in Networking Systems, and MBA in International Business

Joni Kim

- Job Title: Technical Staff
- Years of IT Experience: 22 (since 1997)
- Years with CBE: 6
- Summary of experience/specialties: Backups, Laserfiche, CM (Configuration Management)
- IT Education / Certifications:
 - Master's in Computer Science

Richard Pan

- Job Title: Sr. Network Engineer
- Years of IT Experience: 20 Years
- Years with CBE: 1
- Summary of experience/specialties: Networking, Servers, Virtual Technologies and Mobile Telecom
- IT Education/Certifications:
 - Microsoft MCSE
 - Cisco CCNA
 - AlienVault SEIM

- Nokia AirScale

Chris Harris

- Job Title: Systems Engineer
- Years of IT Experience: 10 years
- Years with CBE: 2
- Summary of experience/specialties: Security, Antivirus/Malware, Linux, Web Servers, Server Support, Network Admin, Desktop Support
- IT Education / Certifications:
 - Currently pursuing COMPTIA Network+ and Security+

Felipe “Feli” Michaca

- Job Title: Systems Engineer
- Years of IT Experience: 18
- Years with CBE: 1
- Summary of experience/specialties: Windows, Windows servers, Backups, Cloud, excellent soft skills. Hosts a live tech talk show on Latino radio network at LAKonsentidaradiotv.com live Wednesdays at 6pm
- IT Education / Certifications:
 - Bachelor’s in IT Systems Management - University of Phoenix
 - MCSE (Microsoft Certified Systems Engineer)
 - COMPTIA A+, COMPTIA Network+
 - Currently pursuing on Azure Certification

Aida Berrada

- Job Title: System Engineer
- Years of IT Experience: 2
- Years with CBE: 2
- Summary of experience/specialties: IT Network Alignment, Windows, virtualization, networking, Office 365 administration, troubleshooting hardware and software issues, Building servers, workstations, etc.
- IT Education / Certifications:
 - Bachelor’s Degree in MIS (Management Information Systems)

Chang “Danny” Won

- Job Title: IT Engineer
- Years of IT Experience: From Sep, 2018 to current
- Years with CBE: 1
- Summary of experience/specialties: Backup Management, Server, Network, Hardware and Programming (Python and Java)
- IT Education/Certifications:
 - Currently pursuing Bachelor’s in Computer Science Major (senior year)

REFERENCES

Managed IT References (more available upon request):

REFERENCE #1

Organization /Address: Mark IV Capital / 4450 MacArthur Blvd, Second Floor, Newport Beach, CA 92660

Contact: Maria Timon, Director of Finance / 949-509-1444 x.242 / mtimon@markiv.com

Contract Type / Duration / Size: Managed IT Services / 17 years / 75 PCs

Description of Services: Managed IT Support Services and IT infrastructure projects

REFERENCE #2

Organization /Address: Star International Furniture / 19511 Pauling, Foothill Ranch, CA, 92610

Contact: Richard Wannemacher, VP Bus. Dev./ 949-858-2100 / richard@starinternationalfurniture.com

Contract Type / Duration / Size: Managed IT Services / 10 years / 50 PCs

Description of Services: Managed IT Support Services and IT infrastructure projects

REFERENCE #3

Organization /Address: PPC, Inc. / 5950 Lakeshore Dr., Cypress, CA, 90630

Contact: Brian Buchanan / 714-414-7359 / brian@1ppc.com

Contract Type / Duration / Size: Managed IT Services / 8 years / 35 PCs

Description of Services: Managed IT Support Services and IT infrastructure projects

REFERENCE #4

Organization /Address: RJM Design Group / 31591 Camino Capistrano, San Juan Capistrano, CA, 92675

Contact: Zach Muetting / 949-493-2600 / zach@rjmdesigngroup.com

Contract Type / Duration / Size: Managed IT Services / 11 years / 30 PCs

Description of Services: Managed IT Support Services and IT infrastructure projects

REFERENCE #5

Organization /Address: Irvine Public Schools Foundation / 1 Post, Ste.250, Irvine, CA, 92618

Contact: Sherry Slunka / 949-263-8340 / sslunka@ipsf.net

Contract Type / Duration / Size: Managed IT Services / 11 years / 11 PCs

Description of Services: Managed IT Support Services and IT infrastructure projects

Government Contract References (more available upon request):

REFERENCE #6

Organization /Address: City of Costa Mesa / 99 Fair Dr, Costa Mesa, CA, 92626

Contact: Sandra Lozano / 714-754-5367

Contract Type / Duration / Size: Managed Print Services / 8 years / 19 MFPs

Description of Services: Sold Multi-Function Printers (MFPs) and provides ongoing service and maintenance

REFERENCE #7

Organization /Address: City of San Clemente / 100 Avenida Presidio, San Clemente, CA, 92672

Contact: Kristine Hadley / 949-361-8366 / khadley@san-clemente.org

Contract Type / Duration / Size: Managed Print Services / 7 years / 15 MFPs

Description of Services: Sold Multi-Function Printers (MFPs) and provides ongoing service and maintenance

REFERENCE #8

Organization /Address: City of Downey / 11111 Brookshire Ave, Downey, CA, 90241

Contact: Kathleen Van Raay, Dir. of Purchasing / 909-748-6716 / kraay@downeyca.org

Contract Type / Duration / Size: Managed Print Services / 6 years / 9 MFPs

Description of Services: Sold Multi-Function Printers (MFPs) and provides ongoing service and maintenance

OVERVIEW AND APPROACH

OVERVIEW (Summary of RFP Scope of Work)

CBE fully acknowledges, and will fulfill in total, the detailed Scope of Work set forth in Section 2: Scope of Services of the RFP, the “Questions and Answers” supplemental document, and any other relevant communications, summarized here:

1. General

- a. The scope of work pertains to one City locations, 7 users/workstations and 3 servers.

2. Strategic Planning and Oversight

- a. IT Advice; assistance with technology-related RFP processes; IT planning, direction and oversight; annual IT budgeting; IT policies, procedures and standards; Identify IT trends, IT issues, and provide recommendations for solutions, monthly meeting participation, etc.
- b. Deliverables: annual IT budgeting assistance and quarterly status presentation and reports

3. Project Management

- a. Assistance with technology-related RFP processes, and vendor research, selection, and oversight
- b. Deliverables: Project management when needed; bi-weekly status reports during active projects

4. Helpdesk Support

- a. Remote support, 8 hours per day, and via remote support when necessary
- b. Centralized IT service ticketing available via web, email or phone to all City users
- c. Desktop support includes: ticketing/documentation of service; IT asset/inventory management; hardware maintenance; system upgrades; coordination of software issue resolution with relevant vendors; support for imaging, scanning, GIS, etc.; ensure operation of network and systems; provide support during City’s normal business hours; answer IT-related questions
- d. Deliverables: same-day ticket acknowledgment; issue resolution within 3 days or next on-site support day (whichever is sooner) or documentation if not able to resolve in that time frame due to hardware failure, etc.; escalate to senior technicians for resolution as needed; monthly helpdesk reports; quarterly IT asset/inventory reports

5. Network Administration

- a. Constant IT assessment and recommendations for optimum network security and operation; network access (user/domain management, etc.); network printing; email administration; documentation; server maintenance; firewall administration; internet support; network outages; systems backup (management of existing backup solution and periodic file restore tests); annual external penetration tests
- b. Deliverables: full backup of servers (management of existing backup solution); and annual external penetration tests

6. Purchasing

- a. Purchasing of IT-related assets at City’s expense, with City’s prior approval; set IT asset standards; provide quotes for recommended purchases; ensure that vendors meet City requirements concerning parts and labor, repairs, parts warranties, and labor warranties; proper documentation of assets via serial numbers, etc.; invoice city for approved purchases
- b. Deliverables: Provide IT quotes, purchasing, documentation and invoicing; coordinate repairs

7. Reports

- a. Semi-monthly help desk ticket reports; semi-monthly Operating System resource/usage management and recommendation reports; quarterly hardware inventory reports; quarterly software inventory report

CBE's APPROACH

CBE's Managed IT Services plan fulfills the full Scope of Work with the following key components:

- **Virtual Chief Information Officer (VCIO)** – Strategic IT Management Services
- **IT Monitoring & Management Tools** – world-class IT support tools for 24/7 systems monitoring and alerts, ticketing, documentation, OS patching, automated maintenance, etc.
- **Remote Help Desk Support** – Unlimited Help Desk Support is included (during regular business hours). Over 90% of all IT issues can be resolved remotely from CBE's Help Desk

➤ Virtual Chief Information Officer (VCIO)

The Virtual Chief Information Officer is one of the greatest benefits of being a managed IT services client with CBE. The VCIO is an IT Director who creates and maintains a planned and organized approach to your organization's IT. The VCIO is dedicated to effectively applying current technology to accomplishing your organizational goals. Other IT companies claim to provide these services, but few have a full-time VCIO role available to provide them. **All VCIO IT Management services are included in the proposed plan.**

- Strategic IT assessment, planning, recommendations and guidance
- IT budgeting, quoting, purchasing and procurement
- IT policy, procedure and standards development
- IT project planning and management
- Assistance with technology vendor evaluation, selection, management and coordination
- Reports and documentation
- Management meeting participation
- IT asset management (hardware/software inventories, licensing, warranties, etc.)

➤ IT Monitoring & Management Tools

24/7/365 monitoring & alerting, and OS patching of IT network and systems is another important aspect of CBE's support. CBE uses Kaseya Virtual Systems Administrator to proactively monitor many important network metrics. Most IT issues are automatically detected by this world-class tool, allowing CBE to detect and resolve problems early. Kaseya alerts automatically generate a Help Desk service ticket in our integrated Ticketing software, ConnectWise. Help Desk technicians then actively address issues (see next page). CBE also uses Kaseya to automate routine tasks, and to manage OS patches and security updates. Other industry-best tools, IT Glue and BrightGauge, are used for documentation, reporting, and analysis. CBE also goes a step beyond the average IT company by including Anti-Virus protection for all endpoints.



UNLIMITED IT Help Desk Remote Support

- **UNLIMITED IT Help Desk Remote Support** is included in our plan, during regular business hours.
- The Remote IT Help Desk performs the vast majority of day-to-day IT support for all CBE clients, and is the time-tested, industry-proven, most efficient and effective way to provide IT support.
- **The Help Desk is staffed from 8:00am-5:00pm, Monday-Friday**, excluding holidays. Emergency support is available outside of these hours and is billable on an hourly basis.
- **All client users can create an IT service ticket by phone or email.**
- CBE's IT Help Desk Technicians log in to your systems remotely (with the user's permission) and address IT issues without coming into your office to interrupt your workflow.
- Escalation to higher level technicians (when needed) is included in the proposed plan.
- Tickets are also created by our Kaseya monitoring software. Kaseya-generated tickets are immediately prioritized by our Dispatcher and assigned to a technician for resolution.
- CBE proactively manages Operating System patches and security updates, and automates other routine maintenance and optimization tasks using Kaseya VSA.
- All CBE technicians fully document their service notes into our ticketing software, ConnectWise, and they are readily available for reference and reporting.
- The Help Desk maintains complete documentation of your network and equipment configurations, inventory, licensing, etc. in ConnectWise and IT Glue, which is easily accessible when needed.
- **CBE technicians are able to address over 90% of IT issues remotely.**
- For the other 10% of the time, there's On-Site Support...

➤ Project Services

The proposed monthly plan includes support and maintenance of the existing IT network and users. Significant changes / additions are generally considered special projects. Projects are quoted and approved in advance, and are billed separately from the proposed monthly price.

- CBE technicians will conduct periodic IT Assessments of your network. These Assessments typically find areas for possible improvement. CBE will recommend projects to address these items.

- Projects are typically quoted as “fixed-price” projects that are presented to—and approved by—the client prior to any work being done. Because they are “fixed-price,” there are no surprises later.

PROJECTED TIMELINE AND TRANSITION PLAN

Below is our typical transition process and an estimated timeline of your first year with CBE.

Estimated Project Timeline - Managed Information Technology Support Services (Year 1)													
TASK	Month 0	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Transition & Handoff with Outgoing Vendor													
Installation of Monitoring Software													
IT Assessment & Network Documentation													
Initial VCIO Meeting with Key Stakeholders													
Present Assessment & Prioritized													
Provide Estimates for Recommended IT Projects													
Orientation to Client's IT & Organizational Culture													
Complete IT Asset Inventory & Document All Warranties and Licensing Renewal Information													
Identify & Eliminate Naggig/Recurring IT Issues													
Begin Approved IT Remediation Projects													
Begin Weekly/Monthly/Quarterly VCIO Reports													
Initial IT Budget Planning Assistance													
Develop IT Policies, Procedures and Standards													
Complete Recommended IT Remediation Projects													
Get IT Operations to "Problem-Free" State													
Identify Transformational IT Opportunities													

1) Handoff & Onboarding

Transition begins with a handoff from the outgoing provider, setting up monitoring and alerts, familiarization training of CBE technicians on the Client's IT environment, initial meeting with VCIO, and an IT assessment. Time required of Client's staff during onboarding is fairly minimal, and mostly revolves around a day or two on-site for our initial IT assessment, including interviews with a few key stakeholders. Normally, the outgoing IT provider will also need to be available during that time to provide device/network credentials and other important network information.

2) Familiarization, Assessment & Planning

Information gathered during the Assessment is analyzed. The Client's IT is compared and contrasted with IT Industry best practices, gaps are identified, and prioritized remediation recommendations are presented to the Client. IT budgets are created. CBE becomes intimately familiar with the Client's organizational culture, mission, values, policies and procedures and begins to blend in—moving away from being just a vendor to becoming your trusted IT department.

3) Standardization & Transformation

Remediation projects are completed to eliminate any recurring issues, and replace aging/at-risk infrastructure. IT environment is stabilized, secured and standardized. Opportunities to transform the Client's organization using current technologies are investigated, with a goal to turn IT into a resource that advances the organization's mission and vision moving into the future.

Resources Expected to be Provided by the City:

1. High speed (broadband or equivalent) internet access must be provided for all supported devices.
2. All servers and workstations must have operating systems under current support from Microsoft.
3. All software must be licensed, genuine, and (when applicable) vendor-supported.
4. A currently licensed, vendor-supported Backup solution must be in place and fully functional—and it must meet the needs of the Client regarding data retention, recoverability, on-site and off-site redundancy, etc.
5. Wireless traffic must be encrypted with a minimum of 128-bit encryption.

HOW CBE OFFICE SOLUTIONS STANDS OUT FROM THE REST

- **LOCAL** -- CBE is very local to Rolling Hills City Hall, headquartered just 30-40 minutes away in Irvine.
- **UNLIMITED SUPPORT PLANS** – CBE’s plan includes unlimited remote during regular business hours. All users can call us as often as needed, and problems and frustrations never pile up. “Nickel-and-diming” is out the window. Importantly, with this unlimited support model, CBE and the Client are BOTH happiest when your network has *zero problems whatsoever*. That being the case, our goal is always to do the job right, the first time.
- **GOVERNMENT TECHNOLOGY SUPPORT EXPERIENCE** – CBE has extensive experience providing technology support to public sector agencies—specifically including City and County / municipal governments, and more—with many excellent client references, and zero failed contracts.
- **CUSTOMER SERVICE** – “Take Care of the Customer” is our company’s number one guiding principle. We always strive to over-serve, over-communicate, and turn *every* Client into a CBE fan.
- **STRATEGIC IT MANAGEMENT SERVICES** – CBE VCIOs provide full IT Management Services (Strategic IT guidance, IT budgeting, IT purchasing & procurement, IT resource management, tech vendor management, IT policies and procedures, strategic IT planning, reports and meetings, etc.)
- **SIZE** – 4 offices and over 170 employees to serve our clients with a broad variety of skillsets
- **EXPERTISE** – A technical team that is certified in a variety of today’s common office technologies, with many also having university IT degrees besides, and over 275 years of combined IT experience!
- **LONGEVITY** - A 25-year-old, strong and growing, reputable Managed IT Services Company.
- **BEST IT SUPPORT TOOLS** – CBE uses the industry-best IT tools for everything we do—Kaseya VSA, ConnectWise, BrightGauge, IT Glue, etc.—enabling us to provide you with world-class IT support.



IT Managed Services Pricing and Scheduling

Payment Terms and Schedule 36-months

CBE Solutions will provide the services as outlined in this proposal, inclusive of travel expenses but exclusive of applicable taxes, on a time and materials basis.

The scope above includes suggested work products or deliverables. Notwithstanding anything to the contrary contained herein, however, the actual delivery of work products or deliverables will be limited by the time available under this Proposal

Monthly Management Services	Qty.	Resources	Managed Services Pricing Total
Managed Physical Server (2)	1		\$600.00
Workstations/Users	7		\$490.00
Network Attached Storage/Firewall /Backup	1	1TB of Backup (Benchmark & Analysis to be performed for accurate data total)	\$250.00
Office365 E3/Exchange Online	7		\$144.00
Site Setup / Onboarding			(\$)Removed
Totals (consolidated LOE for all the seven stations) Monthly Managed Services Subtotal			\$1,484.00

PROPOSAL FORMS

3 Years- License Security:

	FULL-SERVICE SECURITY	Price
-	Meraki MS120-48	\$2,347.15
-	(2) Meraki MR Enterprise Cloud Controller License	\$ 420.90
-	License & Support MS120-24 Cloud Managed	\$199.93
-	Switch	
	Meraki MX64 Cloud Managed Security Appliance	\$417.39
	(2) Meraki MR42 Wireless Access Point	\$1,541.90
	Maged Security Firewall Application	\$851.80
	TOTAL PAYMENT	\$6,201.75
	(5) Hours Installation	\$800.00

	EQUIPMENT: Mitel Phone	Purchase
	Purchase of Equipment:	\$265/mo
-	(7) Desk Phones + Conference	
		\$350/set up

Attention	SERVER- SERVICE MAINTENANCE	
-	File Server Upgrade	\$1,610.00
-	(15) Hours Professional Services	\$2,400.00
-	Exchange Migration Professional Services	\$1,400
	TOTAL PURCHASE	\$5,410.00

SUMMARY AND CONCLUSION

It is our genuine belief that CBE Office Solutions offers unmatched IT skill, expertise, and customer service. CBE's IT technical team has a one-of-a-kind mix of education, certifications, and real-world government technology support experience, and we are confident in our ability to successfully provide the IT support services the City of Rolling Hills is requesting.

Our approach includes industry-best IT management tools, and all of the key personnel necessary to ensure the best possible ongoing IT service, and a successful partnership with the City. CBE will proactively monitor all included servers and workstations. We will provide your users with UNLIMITED world-class remote help desk support-- addressing most of your needs remotely. We will also provide UNLIMITED hours (during regular business hours)The bottom line is that CBE's approach will result in proactive, strategically planned, robust and forward-thinking IT support—all for a reasonable price.

We are confident that the end result of this proposed plan and partnership with CBE Office Solutions will be a stable, reliable and well-performing network that delivers maximum value to the City. Thank you again for reviewing our proposal. We are grateful for this potential opportunity to partner with the City of Rolling Hills.

Point of Contact for this RFP:

Dimitri Smith
(909) 989-7999 x 3121 (office)
(310) 871-1295 (cell)
DimitriS@cbesolutions.com





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

INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES RFP REQUEST FOR CLARIFICATION

TO: Sean Dawson, CBE Solutions (via email sdawson@cbesolutions.com)
Dimitri Smith, CBE Solutions (via email dimitriS@cbesolutions.com)

DATE: JULY 14, 2019

The City is seeking clarification from proposers in order to for City staff to make a selection on Thursday, July 18, 2019. City staff will be recommending to the City Council at the July 22, 2019 City Council meeting to engage the selected proposer for service. Service is anticipated to commence on August 1, 2019. Please submit your written responses to the clarifications below by 10am, Tuesday, July 16 to Elaine Jeng at ejeng@cityofrh.net and copied to Connie Viramontes at cviramontes@cityofrh.net.

A follow up conference call is scheduled for Tuesday, July 16, 2019 at 2:30pm with Elaine Jeng to review CBE Solutions' clarification responses. The City will initiate the call. In your clarification responses, please provide a phone number for the scheduled conference call.

1. On page 11 of the proposal, specifics relating unlimited IT Help Desk Remote Support is discussed.

- a. Please confirm all calls for assistance outside of the hours between 8am and 5pm will be charged on an hourly basis.

Answer: Yes, see rates below

- b. What are the hourly rates?

	\$
Managed Services Billable Rate	160.00
Remote Labor 6:01pm-9pm M-F	1.5 x Current Rate
Onsite Labor 6:01pm-9pm M-F	1.5 x Current Rate
Remote Labor All Other Times	2 x Current Rate
Onsite Labor All Other Times	2 x Current Rate

- c. Please define emergency support.
Answer: if a system is down after hours and we receive a call and the nature of the help desk issue is urgent. will make commercially reasonable efforts to respond to emergency requests. However, specific response times outside of normal business hours cannot be guaranteed.
 - d. If troubleshooting cannot resolve issues remotely, are onsite support considered outside of the monthly managed services?
Answer: Yes.
 - e. If the City were to purchase new workstations, would onsite support to install the workstations and transfer data from old workstation to new workstation be included in the monthly managed services?
Answer: Yes, with exception. If this needed to be done for multiple (4 or more) people all at one time, this would have some cost to it in the form of a project. If this is spread out to 1 or 2 a month, there would be no additional cost.
 - f. What is considered "significant changes / additions" and or special projects?
Answer: Major Infrastructure changes such as additional server needs, or additional location(s) added that we would need to support.
2. On page 12 of the proposal, per the Estimated Project Timeline, the task "Present Assessment & Prioritized" will take one month. The City provided a health assessment as well as a transition document from the City's longtime IT Consultant.
- a. Does CBE Solutions have an initial listing of priorities under the task "Present Assessment & Prioritized"?
Answer: this is a general onboarding example. This particular item does not apply to City of Rolling Hills Estates.
 - b. If additional assessment beyond the assessment performed by DivergeIT is needed, please elaborate on the assessment to be performed by CBE Solutions.
Answer: no additional assessment needed.
3. At the bottom of page 12, the proposal noted resources expected to be provided by the City.
- a. Does CBE Solutions expect the City to meet the specified requirement prior to servicing the City? **Answer included under (C)**
 - b. If not, what is the purpose of listing these requirements? **Answer included under (C)**
 - c. These requirements appear to be establishing a level of standard for an office function. What would be the role of CBE Solutions to ensure the City meets these requirements?
Answer: in general, we require all potential customers to meet a certain requirement. In this case, the City of Rolling Hills is compliant. This is normal verbiage in our proposal docs for RFP's. Purpose of this language is when we find potential customers running, for example, Windows 2000 where Microsoft no longer supports this OS. There is not much CBE can do to patch, update or protect the City from security risks.

4. On page 15 of the proposal, the managed physical server is listed as 2 and the number of workstations/users is listed as 7 as well as for the office 365 E3/Exchange Online.
 - a. The City currently has 3 servers. The pricing and scheduling listed 2 servers. Does this change the cost?
Answer: no, since we are migrating the Exchange server to Office365 we are not charging for this.
 - b. Is it CBE Solutions' assumption that the City will continue to use the existing workstations (a mix of Macs and PCs)?
Answer: Yes. However, based on our initial conversation, understand that this could change. Our team will work with the City regarding budget for upgrading desktops and what types of machines would be the best fit for the City. The mix of machines is not an issue for CBE.
 - c. What is the unit cost to the line item workstation/users? The City may add employees in the near future and is the increase in employee count accounted for using unit cost?
Answer: \$70 user as a special price to the City. Additional Users would be \$100/user.

5. On page 16 of the proposal, the total under the full-service security is \$6,201.75. The item Server-Service Maintenance is \$5,410.
 - a. The three-year license security Full-Service Security components do not add up to the total of \$6,201.75. When summed, the total is \$5779.07. Adding the \$800 for installation, the total is \$6579.07. Please clarify.
Answer: Apologies, Total was pulled from our quoting system that auto placed Tax and was the total used here. Total should be \$5,779.07 as you noted.
 - b. Please confirm that the full-service security cost is a recurring cost and if the contract with CBE Solutions is extended beyond the three-year period, there would be an annual cost of \$2,193 (\$6579.07/3).
Answer: No, provided the price for licensing the Cisco Meraki equipment stays the same, it would be \$1,472.63
 - c. Please confirm the line item Server-Service Maintenance is a one-time cost of \$5,410.
Answer: This is a ONE TIME COST
 - d. Please confirm that under the line item Equipment Mitel Phone that the equipment is leased for \$265 per month for the three year contract period and a one-time set up fee of \$350.
Answer: That is correct. However, Mitel offers incentives consistently which can optimize price most of the time depending on when we start that part of the project.



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: 07/22/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR
THROUGH: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS FOR ON-CALL PLANNING CONSULTING SERVICES TO SUPPLEMENT THE PLANNING DEPARTMENT ON AN AS-NEEDED BASIS FOR FISCAL YEAR 2019-2020 FOR AN AMOUNT NOT-TO-EXCEED \$30,000.

DATE: JULY 22, 2019

ATTACHMENT:

- 1. PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS**
- 2. PROPOSAL FROM CSG CONSULTANTS**
- 3. PROPOSAL FROM MICHAEL BAKER INTERNATIONAL**
- 4. PROPOSAL FROM TEMPLETON PLANNING GROUP**

BACKGROUND

On June 10, 2019, the City Council adopted the Fiscal Year 2019-2020 budget to include two new positions: Senior Management Analyst and Code Enforcement Officer. The approved budget also eliminated the Senior Planner position. In Fiscal Year 2019-2020, the Planning Department is comprised of a Planning Director, a full-time Fire Fuel Abatement Manager/Code Enforcement Officer, and a part-time Administrative Assistant.

The planning function and workload fluctuates from year to year and often is dependent on the economy. During the economic downturn 2008-2009, across Los Angeles County, development applications were significantly lower compared from the year's past. Because of the variability in the workload, staff recommends to the City Council to eliminate the Senior Planner position and instead have a generalist, a Senior Management Analyst that can support city functions in all areas including the Planning Department when needed. Recognizing that a generalist may not entirely replace a specialist, staff is proposing to supplement the Planning Department by the way of an on-call planning consultant firm that possesses many disciplines of planning.

On June 20, 2019, staff released a Request for Proposal (RPF) for on-call Planning Consulting Services for:

- General Plan preparation and update,
- Housing Element preparation and update,
- Process entitlement applications,
- Peer review CEQA,
- Preparation of CEQA,
- Site plans preparation, and special studies
- Draft policies,
- Grant writing/grant research,
- Local Hazard Mitigation Plan implementation

On July 11, 2019, three proposals were received from Michael Baker International, Templeton Planning Group and CSG Consultants, Inc. Proposals were to be selected based on sound approach to meeting the scope of work, municipal client experience, demonstration of efficient use of resources, the relevant experience of proposed personnel, the wide range expertise available and dedication of personnel to meet the City's needs.

DISCUSSION

All three proposals met the submittal requirements as outlined in the City's RFP. All proposals were submitted timely, demonstrated relevant experience, plus have the required expertise and staff to perform the work. Below summarizes the hourly rate proposed by each company to meet the needs of the City.

	Michael Baker, International	Templeton Planning Group. Inc.	SCG Consultants, Inc.
Staffing	Hourly Rate	Hourly Rate	Hourly Rate
Associate Planner	\$95-125	\$108	\$100
Senior Planner	\$125-155	\$130	\$120

Environmental Planner/ Principal Planner	\$125-175	\$130	\$140
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Based on staff's evaluation of the proposals and conversations with the consultants' principals and their staff, City staff concluded that CGS would be the best fit for the City. CGS has recently completed several similar contracts and is under contract for with other municipal agencies for similar needs and has an understanding of small city operations.

FISCAL IMPACT

Staff estimated the Planning Department's needs for Fiscal Year 2019-2020 based on the hourly rates proposed by CSG Consulting, Inc. Staff recommends to cap planning consulting services fees at \$30,000 for this fiscal year. There are sufficient funds in the approved Fiscal Year 2019-2020 budget for the proposed on-call planning consultant services.

RECOMMENDATION

Staff recommends the City Council approve a Professional Services Agreement with CSG Consulting, Inc. to provide on call Planning Consulting Services for an amount not to exceed \$30,000 for Fiscal Year 2019-2020.

AGREEMENT FOR PROFESSIONAL SERVICES

PLANNING SERVICES

This Agreement is made and entered into by and between the City of Rolling Hills (hereinafter referred to as the "City"), and CSG Consultants, Inc. (hereinafter referred to as "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 contract for consulting services for certain projects relating to planning.

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

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement as Exhibit A, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement shall govern. The Scope of Work may be amended from time to time in writing and signed by both parties by way of written amendment to this Agreement.

2.0 TERM OF AGREEMENT. This Agreement will become effective upon execution by both parties and will remain in effect for a period of one year from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit B, the Scope of Work's fee and cost schedule for the services attached to and made part of this Agreement subject to a do not exceed amount in the

amount of \$30,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and as a result of being awarded this contract, the Consultant shall not offer, encourage, or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer, or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 TERMINATION. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered in a manner reasonably satisfactory to the City and fees incurred pursuant to this Agreement through the notice of termination.

6.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach

of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.

7.0 INSURANCE.

7.1 Without limiting Consultant's obligations arising under paragraph 5 - 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:

7.1.1 General Liability Insurance insuring City of Rolling Hills, its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Consultant's actions under this Agreement, whether or not done by Consultant or anyone directly or indirectly employed by Consultant. Such insurance shall have a combined single limit of not less than \$1,000,000.

7.1.2 Automobile Liability Insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement in an amount of not less than \$1,000,000 combined single limit for each occurrence. If Consultant or Consultant's employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

7.1.3 Worker's Compensation Insurance for all Consultant's employees to the extent required by the State of California. If the Consultant has no employees for the purposes of this Agreement, the Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B." Consultant shall similarly require all authorized subcontractors pursuant to this Agreement to provide such compensation insurance for their respective employees.

7.1.4 Professional Liability Coverage for professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City

arising out of any errors or omissions of Consultant, or its officers, employees, or agents during the time this Agreement was in effect.

7.2 Deductibility Limits for policies referred to in subparagraphs A and B shall not exceed \$5,000 per occurrence.

7.3 Additional Insured. City of Rolling Hills, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs A and B.

7.4 Primary Insurance. The insurance required in paragraphs A and B shall be primary and not excess coverage.

7.5 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.

8.0 INDEMNIFICATION. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

9.2 Non-Discrimination. The Consultant shall not discriminate as to race,

creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

9.3 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

9.4 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

9.4.1 The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants, or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement. Each Consultant employee shall remain in the fulltime employ of Consultant, and the City shall have no liability for payment to such Consultant employee of any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for the City.

9.5 Copyright. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

9.6 Legal Construction.

9.6.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

9.6.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

9.6.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

9.6.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

9.7 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

9.8 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants, and agents for the accuracy and competency of the information provided or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants, and agents.

9.9 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

9.10 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall provide City with the files upon termination of the Agreement. Consultant will be entitled to retain copies of such files upon termination of this Agreement in accordance with law.

9.11 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

9.12 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

9.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.14 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

9.15 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

9.16 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

10.0 NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:
Elaine Jeng, P.E.,
City Manager
2 Portuguese Bend Road
Rolling Hills, CA 90274
TEL (310) 377-1521
FAX (310) 377-2866

CONSULTANT:
Ethan Edwards, AICP
Director of Planning Services
3707 W. Garden Grove Blvd, Suite 100
Orange, CA 92868
TEL (714) 568-1010
FAX (714) 568-1028

11.0. DISCLOSURE REQUIRED. (City and Consultant initials required at 11.1)

11.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff

capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

11.2 Disclosure Not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on _____, 2019, at City of Rolling Hills, California.

CITY OF ROLLING HILLS:

CONSULTANT:

Elaine Jeng, P.E., City Manager

By: Cyrus Kianpour, President

ATTEST:

Elaine Jeng, P.E., City Clerk

APPROVED AS TO FORM:

Michael Jenkins, City Attorney

EXHIBIT A

SCOPE OF SERVICES

- Task 1: Processing of planning entitlements and projects (entitlement permitting, conditional use permits, lot line adjustments, subdivisions, peer review of CEQA docs, etc.).
- Task 2: Plan preparation (General Plan, Housing Element, Transportation/Circulation Plan, Local Hazard Mitigation Plan).
- Task 3: Grant writing/grant research including coordination with outside agencies and data collection.
- Task 4: Special studies and research relating to Planning Department activities.
- Task 5: Records management and project documentation.
- Task 6: Monthly status meetings/conference calls with City staff.

EXHIBIT B

FEE AND COST SCHEDULE

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Planning Technician	\$65
Assistant Planner	\$80
Associate Planner	\$100
Senior Planner	\$120
Principal Planner	\$140
Planning Manager	\$150
Planning Director	\$165

The partner planner approach will not incur additional billing. These hourly fees include all expenses, consisting of all incidental travel and parking, attendance at meetings, and miscellaneous costs, including but not limited to office costs, such as copying, printing, etc. Consultant may bill 1.5x the hourly rate indicated in the table above for any Consultant employee that works more than eight (8) hours per day on City projects.

PROPOSAL TO THE

City of Rolling Hills

FOR

On-Call Planning and Consulting Services

RECEIVED

JUL 11 2019

City of Rolling Hills

By _____

PREPARED BY

CSG Consultants, Inc.

July 11, 2019



3707 W. Garden Grove Blvd, Suite 100, Orange, CA 92868
phone 714.568.1010 | fax 714.568.1028 | www.csgr.com

Orange • Redlands • Foster City • Pleasanton • San Jose • Sacramento • Newman

Employee-Owned

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Letter of Transmittal

SECTION

1

Yolanta Schwartz
Planning Director
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Re: On-Call Planning and Consulting Services

CSG Consultants, Inc. (CSG) is pleased to present this Proposal for on-call planning and consulting services for the City of Rolling Hills (City). We understand the City is seeking planning assistance with daily and long-term projects. CSG can provide planning services with our specialized expertise, proximity, and knowledgeable, highly experienced staff.

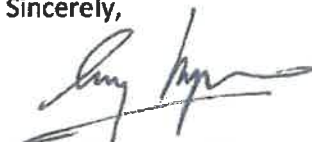
For 27 years, CSG has worked solely for public agencies, providing a variety of municipal services. We currently provide planning, building and safety, public works, fire prevention, code enforcement and other services to over 175 municipalities throughout the State of California. CSG has served as the contract planning department for municipalities, providing all services necessary for a functioning Planning and Community Development Department. CSG can readily provide the City's requested services and no subconsultants will be used.

Ethan Edwards will serve as the main point of contact for any communication. Mr. Edwards brings expertise in current and long-range planning, project review, research, analysis, CEQA compliance, project and staff management – from over 20 years of increasingly complex land use planning and management experience. If you require additional information or would like to further discuss our qualifications, please contact Ethan:

Ethan Edwards, AICP
Director of Planning Services
(714) 568-1010 Office | (714) 699-4297 Mobile
ethane@csgengr.com

We appreciate the opportunity to offer professional planning services for the City of Rolling Hills. CSG has reviewed the City's sample Professional Services Agreement and is willing to execute the contract with no exceptions.

Sincerely,



Cyrus Kianpour, PE
President, CSG Consultants, Inc.



Employee-Owned

Scope of Services / Approach

SECTION

2

SCOPE OF SERVICES

CSG understands the City is looking for consultants to complete the following services:

- Typical day-to-day operational planning function (entitlement permitting, conditional use permits, lot line adjustments, subdivisions, peer review of CEQA docs)
 - Plan preparation (General Plan, Housing Element, Transportation/Circulation Plan, Local Hazard Mitigation Plan)
 - Grant writing/grant research including coordination with outside agencies and data collection
 - Special studies and research as directed by the Planning Department
 - Record management and project documentation
 - Monthly status meetings/conference calls with City staff
-

APPROACH TO ON-CALL SERVICES

CSG's approach to on-call planning services focuses on getting to understand the City and its processes as quickly as possible. We "dig-in" to research the City's General Plan, Zoning Code, current project list and development trends while making every effort to understand the department's culture. We strive to adapt to the day-in, day-out procedures and will take ownership of all assigned tasks, from major entitlement projects, to routine public counter inquiries.

CSG's planning services are the ideal solution for providing municipal staff support for a variety of development application processing needs and long-range planning projects. Our planners specialize in land use planning and policy, and bring a wealth of experience and expertise to every planning team and project.

CSG staff will serve as a seamless extension of the City. CSG implements a unique approach to providing planning services and staff augmentation to municipal clients. This approach involves greater involvement by senior staff and management from the local office than might be typical in the provision of contract staff services (depending on the level of expertise of the individual planner). CSG staff are supported and trained by our team, and in this role, senior staff will partner with the assigned planner(s) to provide a "team" approach to fulfilling service commitments to the client. This support and training are provided at no cost to the municipality and in effect, the "partner planner" serves as an extension of support and training to the assigned planner as they acclimate to the specific processes, procedures, goals and priorities of the client. This ensures the highest quality work product provided to the City and applicants. Senior staff will review all work engaged in the review of development projects prior to completion, thus minimizing the likelihood of errors. In the unlikely event of delay by the assigned planner(s), the partner planners would become more involved in the entitlement process and provide complete support to bring the project back on schedule. As indicated previously this service is provided at no cost to the municipality.

As an extension of staff and with the support of our team, CSG planning staff will perform entitlement project management including analyzing projects for compliance with the City's General Plan, zoning

ordinance, Subdivision Map Act and other applicable plans and policies (CEQA, Design Review, Specific Plans or Overlays). Staff will diligently review and process both ministerial and discretionary applications, including site plan review, conditional use permits, plan checks, sign permits, variances, as well as other highly complex applications (e.g., General Plan or Zoning Amendments, EIRs, and Zoning Text Amendments). CSG's services will adhere to the highest level of customer service while developing and maintaining great working relationships with other City departments, regulatory entities, stakeholders within the community and the general public.

CSG planning staff will coordinate with developers, engineers, property owners and contractors and facilitate/attend as-needed meetings. We will research, evaluate and prepare/present materials required for the project's review process. Our staff will identify and suggest improvements regarding potential projects that are consistent with the goals and policies of the City of Rolling Hills based on planning best practices in order to obtain the highest quality of development. Additionally, CSG planning staff will write Planning Commission and City Council staff reports with conditions of approval and associated resolutions and ordinances. We will apply and monitor mitigation measures of each project and give oral presentations at public hearings and other community meetings as needed. CSG planning staff will complete review of current planning entitlements and meet all project benchmarks within the timelines specified by the Permit Streamlining Act (PSA). Our staff has the ability and flexibility to process entitlements more quickly than the timelines specified in the PSA for projects identified as priority or key projects within the City. We will also manage any appeals associated with permit processing and provide project management from preliminary review through construction phase for each project. Our staff has years of practical experience in the management of multiple projects, balancing competing priorities all while maintaining a high level of service and quality, and being mindful of budgets and schedules. This experience and approach are emphasized in all aspects of the services we provide to our clients.

CSG's staff interacts seamlessly and effectively with City staff, all department supervisors, elected officials and stakeholders. Our planning staff members are excellent communicators and proven effective problem solvers.

Finally, our staff has the expertise and service experience to respond to public inquiries by telephone, mail or in person at the public counter regarding zoning and General Plan land uses, application submittal requirements and other general zoning/planning related inquiries. We can fill the specific needs of the City, including managing any special projects identified as a City priority.

COMPREHENSIVE PLANNING SERVICES

CSG currently provides complete planning services for multiple jurisdictions that include the following services:

Full-Service Project Management: We provide full-service project management for priority development projects. Our project managers are seasoned planners and have years of experience managing complex, high-profile projects that require an elevated level of engagement and coordination for success. This program offers a dedicated, single point of contact to spearhead a project's entire development review process from conception to completion. Acting on the City's behalf, this person functions as a liaison between the City and the development team by monitoring the process and overseeing regulatory approvals and working toward meeting project timelines for both the City and applicant. More detail about this function is provided within the Building & Safety Services section below.

Land Use Planning: CSG reviews land use policy for the development and management of urban areas, including Current Planning, Specific Area and General Plan amendments. We manage the development of long-range planning initiatives while assuring compliance with regional and state mandates.

Development Review: CSG reviews planning applications for land use compatibility, including site plan and design review, subdivisions, improvement plans, conditional use permits, variances, Specific Plans,

zone changes, and many other entitlement applications. All reviews are thoroughly checked for compliance with applicable Federal, State, and agency standards including Planning, Zoning, Subdivision Ordinance, California Environmental Quality Act (CEQA), and other applicable laws.

Program Management Services: As an extension of jurisdiction staff, CSG can take on internal roles such as overseeing the preparation of technical memos and staff reports as well as taking the lead on presentations to neighborhood groups, stakeholders, committees, commissions, City Councils and/or Boards of Supervisors. CSG can manage specific planning programs relevant to the community (MWELO, ADUs, Cannabis Uses). Other relevant planning services include, but are not limited to, amendments or updates to Municipal Codes, resolution of community-wide issues, delivery of projects and the handling of general inquiries on planning procedures and protocols.

Climate Action Plans/Sustainability Plans: CSG prepares, updates and implements Climate Action Plans, Sustainability Plans, and Transportation Demand Management Plans.

Environmental Analysis: CSG reviews or prepares the required environmental documents including initial studies, mitigated negative declarations, and mitigation monitoring and reporting programs for planning projects pursuant to CEQA, including management and review of any necessary consultant contracts for technical studies.

GIS Services: With experts in the field of information management, CSG can help establish and/or maintain an agency's Geographic Information System (GIS), creating the capacity to collect, manage, customize, analyze, and distribute information that is tied to a location through layers in a map-based environment.

Business Information

SECTION

3

FIRM PROFILE

CSG Consultants, Inc. (CSG) is a California company with our regional office in Orange and corporate office in Foster City. Additional support is available from our other offices in Redlands, Pleasanton, San Jose, Sacramento, and Newman. Founded in 1991, CSG performs work solely for public agencies, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our municipal clients.

NAME OF FIRM: CSG Consultants, Inc.

PROJECT CONTACT: Ethan Edwards, AICP, Planning Manager

LOCAL OFFICE: 3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
(714) 4.568.1010 *phone* | 714.568.1028 *fax*
ethane@csgengr.com *email*

CORPORATE OFFICE: 550 Pilgrim Drive, Foster City, CA 94404
650.522.2500 *phone* | 650.522.2599 *fax*
www.csgengr.com | info@csgengr.com

REGIONAL OFFICES: 1177 Idaho St., Suite 102, Redlands, CA 92374
3875 Hopyard Road, Suite 141, Pleasanton, CA 94588
3150 Almaden Expressway, Suite 255, San Jose, CA 95118
1303 J Street, Suite 270, Sacramento, CA 95814
930 Fresno Street, Newman, CA 95360

YEARS IN BUSINESS: 27 • Founded in 1991

EMPLOYEES: 300

TYPE OF BUSINESS: California Corporation • Incorporated June 15, 2000 • Federal ID: 91-2053749

STAFF COMPOSITION

The majority of the 300 individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel bring a wealth of ideas and experiences having held positions with communities facing similar development issues as the City. Depending upon the needs of our clients, we can serve in either a project-specific or on-call staff augmentation capacity. No subconsultants will be used on this project. Our staff consists of the following types of licensed and credentialed professionals:

- Planning Professionals
- Building Officials
- Building Plan Reviewers & Inspectors
- Fire Plan Reviewers & Inspectors
- Structural Engineers
- Plan Review Engineers
- CASp Professionals
- Grading Improvement Plan Reviewers & Inspectors
- Civil Engineers
- Construction Managers
- Information Technology Professionals
- Sustainability Professionals
- Fire Marshals & Fire Protection Engineers

COMPREHENSIVE MUNICIPAL SERVICES

CSG is customer-centric and organized into the six lines of business outlined in the table below, each managed by highly experienced industry experts. Many of CSG's staff serve more than one line of business providing our clients with efficient services and the ability to respond to their fluctuating needs.

PLANNING & SUSTAINABILITY

Staff Augmentation for Current and Advance Planning
Project Management Including Plan Amendments
CEQA Environmental Review
Energy Efficiency, Water Conservation, Solid Waste Program Development
AB 32 Compliance/Climate Action Plan Development and Implementation
Greenhouse Gas Reduction Strategies
Grant Writing and Grant Management

PUBLIC WORKS ENGINEERING & DESIGN

Capital Improvement Project Design: Transportation/Roadway, Water and Sewer Utilities, Traffic Engineering
Development Review, Plan Check, Surveying and Mapping, Storm Water Program Compliance (NPDES, QSP/QSD)

BUILDING & FIRE LIFE SAFETY

Building Department Administration
Building Plan Review and Inspection
Fire Plan Review and Inspection
Structural Plan Review
OSHDP3 Review
CASP Assessment and Inspection
Public Facilities Assessment
LEED/Green Building Services
Code Compliance/Enforcement
Staff Augmentation

CIP PROJECT & PROGRAM MANAGEMENT

Capital Improvement Program Development and Implementation
Federal and State Grant Administration
Rule 20A Undergrounding
Staff Augmentation Including: Design
Consultant Coordination, Project Scoping, RFP Preparation

INFORMATION TECHNOLOGY

GreenVue Software
Digital Plan Review
Electronic Archiving
Web-Based Construction Management
Asset Management
Project Management
GIS and IT Support

CONSTRUCTION MANAGEMENT & INSPECTION

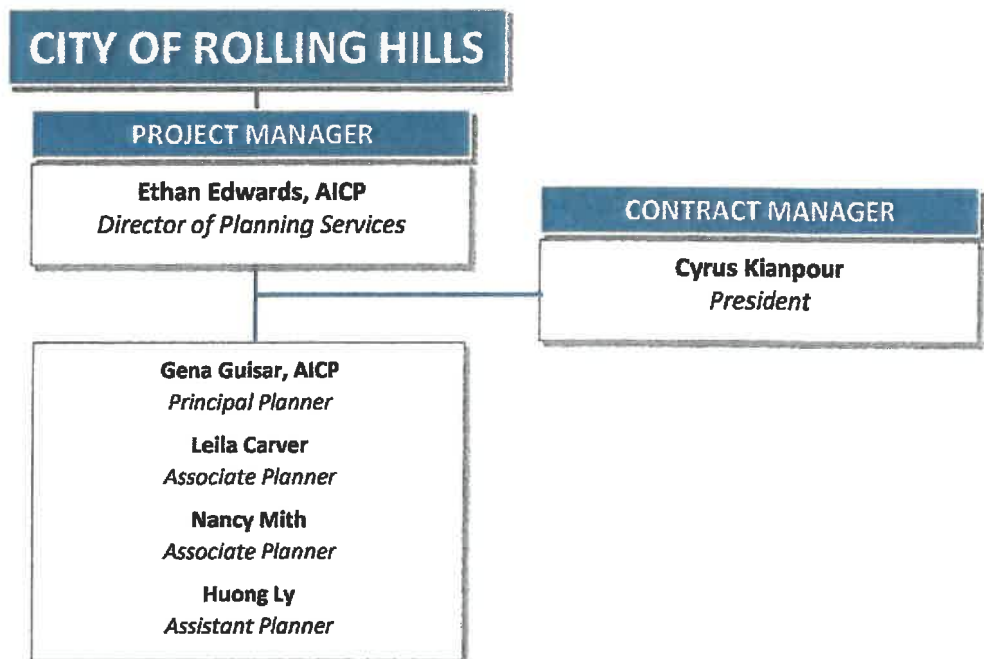
Contract Administration, including:
Resident Engineer Oversight, Inspection and Construction Management
Constructability/Bidability Reviews
Cost and Schedule Control
Claims Avoidance

Key Personnel

SECTION

4

We take pride in providing personnel who have a variety of project experience and certification, who are motivated to achieve the highest level of performance, greatest value, and who have the passion crucial to on-the-job success. Our staff has expertise in long-range planning, discretionary case processing, preparation of specific plans & code amendments, design review, code compliance & plan check, transportation planning, environmental review & documentation, public counter services, and concierge project management services. Our team below is representative of the personnel and expertise available to the City. The following resumes demonstrate the qualifications of key staff identified in this statement of qualifications.



Ethan Edwards AICP



Director of Planning Services

EDUCATION

Bachelor of Science, Urban and
Regional Planning

California State Polytechnic University
| Pomona, CA

PROFESSIONAL AFFILIATIONS

American Planning Association |
Orange County Chapter
Los Angeles Chapter

American Institute of Certified Planners

International City/County
Management Association

Mr. Edwards serves as the Director of Planning Services for CSG Consultants. To this role, he brings expertise in current and advanced planning, design review, coastal development review, CEQA compliance, project and planning staff management – from over 20 years of increasingly complex land use planning and management experience in Orange and Los Angeles Counties, northern California and multiple jurisdictions within the State of Oregon. Prior to joining CSG, Mr. Edwards served as an Associate Planner at the City of Huntington Beach where he managed complex entitlement projects and coordinated the Zoning Administrator agenda and review process. He recently served as the Acting Community Development Director and before that the Acting Planning Manager at the City of Carson and Principal Planner at the City of El Segundo.

RELEVANT EXPERIENCE

Acting Community Development Director/Planning Manager | City of Carson, CA

Mr. Edwards recently served as the Acting Planning Manager and Community Development Director for the City of Carson where his duties included oversight of the Planning Department (which includes CSG staff), project management, scheduling, budgeting, agenda review and participation in public hearings. He also managed the City's comprehensive General Plan Update.

Principal Planner | City of El Segundo, CA

As a contract Principal Planner, Mr. Edwards manages complex discretionary and administrative permits including Development Agreement negotiation, environmental impact report management; prepares agendas, reviews and prepares reports; conducts presentations to elected officials, commissions, and citizen groups.

Associate Planner | City of Huntington Beach, CA

While working with the City of Huntington Beach, Mr. Edwards managed discretionary and administrative permits; mentored staff; prepared agendas, reviewed and prepared reports, and interpreted zoning regulations as the Zoning Administrator Liaison; oversaw environmental consultants; and provided City management solutions for permit processing streamlining and customer service strategies.

Planning Manager | Baysinger Partners Architecture, Portland, OR

Mr. Edwards' duties as Planning Manager included: supervising the planning and entitlement division; managing staff priorities and department budget; preparing and processing applications for public and private development projects; and providing consultant coordination and project management.

Associate Planner | City of Beaverton, OR

As Associate Planner for the City of Beaverton, Mr. Edwards provided project management for current planning projects; assisted in design review code revisions; led code update workshops for elected officials, commissions, and citizen groups; and was staff liaison for an inter-jurisdictional commuter rail project.

Associate Planner | City of Santa Monica, CA

Mr. Edwards processed entitlement applications in preparation for zoning administrator, planning commission, and design review board consideration.

Associate Planner | Civic Solutions, San Juan Capistrano, CA

Mr. Edwards provided contract planning services for the City of Rancho Santa Margarita and City of Santa Monica.

Assistant Planner | RBF Consulting (now Michael Baker Int.), Irvine, CA

Mr. Edwards prepared development code updates and design guidelines, assisted with urban design community outreach and revitalization implementation plans, and provided contract planning services including the General Plan Update for the City of San Gabriel.

Gena Guisar AICP

Principal Planner



EDUCATION

Masters, Urban and Regional Planning
University of California | Irvine, CA
Bachelor of Arts, Social Science Research
& Analytical Methods
University of California | Irvine, CA
Honors Graduate

PROFESSIONAL AFFILIATIONS

American Planning Association
American Institute of Certified Planners
Urban Land Institute
ULI NEXT Council Member
UCI MURP Graduate Student Mentor

APPOINTMENTS

2018 Spring Faculty - PPD 275 Planning for
Sustainability Lecturer, UC Irvine, CA

AWARDS

PCBC Gold Nugget Award of Merit
Parkside Family Apartments
PCBO Gold Nugget Award of Merit
Yixing Master Plan
APA Focused Planning Award
Loma Vista Community Centers MPD

Gena Guisar, AICP, is a highly experienced urban planner in both the private and public sectors. Ms. Guisar has designed and managed a wide variety of development applications and led teams through the entitlement and environmental review process. Her approach to General Plan Updates, Specific Plans, master planning, yield studies, code analysis, historic research, demographic studies, conceptual grading and conceptual landscape design involves placemaking, sustainability, and economic feasibility. Ms. Guisar's thorough knowledge of the principles and practices of urban and regional planning, zoning, and subdivision concepts makes her an asset to any development team.

The scale and scope of Ms. Guisar's projects not only require her to be creative and detail oriented, but flexible, adaptable and multidisciplinary.

RELEVANT EXPERIENCE

Contract Principal Planner | City of Carson, CA

Ms. Guisar currently serves as a planner for the City of Carson where she manages several complex discretionary permit cases. Ms. Guisar conducts project review, manages schedules, prepares staff reports and notices, presents to elected officials and stakeholders and coordinates with applicants and their consultants as part of these efforts.

Contract Principal Planner | City of El Segundo, CA

As a contract planner, Ms. Guisar manages complex discretionary and administrative permits; prepares agendas, reviews and prepares reports; conducts presentations to elected officials, commissions, and citizen groups.

Contract Planner | City of Garden Grove, CA

In her role as a contract Planner for the City of Garden Grove, Ms. Guisar manages a variety of development applications, reviews and processes administrative permits, and participate in long range planning efforts. Ms. Guisar services also include the preparation of reports and presentations to the Zoning Administrator, Planning Commission and City Council.

Contract Principal Planner | City of Millbrae, CA

Ms. Guisar served as a contract Planner for the City of Millbrae where she managed the entitlements for two high profile TOD development projects adjacent to the BART station. Combined, the sites boast 844 residential dwelling units, including 80 affordable units, 382,000 square feet of office space, approximately 44,000 square feet of retail area, and a 164-room hotel. These projects represent the first implementing projects of the Millbrae Area Station Specific Plan, which provides the vision and strategies to guide in the creation of Millbrae's new economic center with vibrant, diverse, and sustainable transit-oriented developments.

Senior Planner | Danielian Assoc. Architecture and Planning, Irvine, CA

Ms. Guisar served as the project manager for several large development projects throughout the United States and abroad. Gena was responsible for both policy and physical planning activities, including the creation and management of Specific Plans, General Plan Updates, and Master Plans, and managed entitlement packages for a broad spectrum of land development projects.

Project Manager | Paradise Valley Specific Plan, Riverside County, CA

Ms. Guisar led the effort to entitle a 5,000-acre Sustainable New Town with 8,500 dwelling units and over 1.8 million square feet of commercial, office, entertainment and service uses. The project has a development footprint of 1,800 acres and will dedicate over 3,100 acres of conservation land in perpetuity. Ms. Guisar's responsibilities included writing and managing the specific plan, sub-consultant coordination, and extensive contribution to a program level EIR and project Climate Action Plan.

Leila Carver^{PTP}

Senior Planner



CERTIFICATIONS

Professional Transportation Planner
Transportation Professional
Certification Board

EDUCATION

Master, Urban and Regional Planning
California State Polytechnic University
| Pomona, CA

Bachelor of Arts, Political Science
California State University | Fullerton,
CA

AWARDS

Superior Accomplishment Award, 2015

Participation and leadership on the
Caltrans LD-IGR Geobased Tracking
System (GTS) software application
project

MEMBERSHIPS

American Planning Association (APA) |
Vice Director of Administration and
Finance, Board Member for APA CA
Orange Section

Ms. Carver serves as a Senior Planner for CSG Consultants. Ms. Carver has expertise in CEQA, GIS and demographic research and excels in project management, leadership and customer service. She gained skills and knowledge in many areas of transportation from her nine years of experience with Caltrans where she coordinated intergovernmental review of environmental projects from local jurisdictions and facilitated responses to partner cities. Ms. Carver is an independent worker, has outstanding verbal and written communication skills, and is an integral part of the CSG team. She is currently serving as a Contract Planner at the City of Carson and serves as a Board Member for the APA California Chapter, Orange Section.

RELEVANT EXPERIENCE

Associate Planner | City of Carson

As a contract Associate Planner, Ms. Carver reviews various development plans, prepares comment letters, conducts research, presents to Planning Commission, and provides transportation planning expertise. A few examples of Ms. Carver's recent projects include:

- Birch Specific Plan (BSP), a 32-Unit condominium project;
- Victoria Greens, 175-unit townhome project;
- Carson Apartments, a 300-unit apartment mixed-use project;
- Carson Town Center Façade and site remodel of former Super K-mart;
- McDonald's Façade remodel;
- Kia Auto Inventory Storage Facility, an off-site auto storage facility;
- Mobile Mini cargo container storage facility with three modular office buildings, and maintenance canopy;
- DWP Utility Corridor Truck Yard project;
- Calpak Warehouse, a 100,000 square foot logistics facility and new company HQ;
- Over 50 small cell wireless communication facilities for major carriers;
- Assist in Citywide Community Facilities District and Development Impact Fee formation;

Associate Transportation Planner | Caltrans District 12 Planning & Local Assistance Division in County of Orange, CA & Caltrans District 11 Planning Division in County of San Diego & Imperial, CA

Ms. Carver provided transportation planner services for Caltrans District 11 and 12. Her duties included: local development-intergovernmental review and CEQA review coordinator and specialist; participating in internal working group for GP guidance 2013 update and SB-743, Level-of-Service and auto delay alternative analysis with OPR; participating on the Caltrans project management team for the CA HSR Project; participating in Caltrans project development process and delivery; participating in Excess Land reviews; serving as Treasurer and Board Member for District 11 Employee Fitness Center; participating in District Director's External Advisory Liaison Committee for District 11; and conducting field observation and studies.

Transportation Planner | Caltrans District 11

As a transportation planner for Caltrans District 11, Ms. Carver provided CEQA/local development-intergovernmental review LD-IGR coordinator services and served as District 11's liaison on the California Interregional Blueprint (Statewide Evaluation and Visioning of Transportation Systems and Programs in California). She performed duties including: reviewing environmental impact reports and technical studies; reviewing private development plans and provided support to the Encroachment Permit; serving as lead person for District 11 LD-IGR online tracking system including participating in development of Phase 2 with SANDAG and Caltrans GIS groups; and preparing quarterly reports for HQ Local Development-IGR statewide program.

Nancy Mith

Associate Planner



EDUCATION

Bachelor of Science, Urban and
Regional Planning
California State Polytechnic University
| Pomona, CA

Ms. Mith serves as an Associate Planner for CSG Consultants. With her five years of experience with jurisdictions in Southern California, Ms. Mith provides planning services to cities using her knowledge of administering municipal codes, application of CEQA knowledge to entitlements and design reviews, and her highly developed verbal and written communication skills in providing information to the public and other departments within the cities. Ms. Mith has a strong creative background and is proficient in AutoCAD, architectural drafting, Sketch Up, GIS and Photoshop.

RELEVANT EXPERIENCE

Associate Planner | City of Carson, CA

As a contract Associate Planner, Ms. Mith reviews various development plans, prepares comment letters, conducts research, presents to Planning Commission, and assistance at the public counter.

Housing Specialist | City of Hawaiian Gardens, CA

Ms. Mith current serves as a Housing Specialist with the City of Hawaiian Gardens where she is responsible for the City Beautification Program. Ms. Mith's responsibilities include Project Management, soliciting and reviewing applications, site visits, creating scopes of work, writing and distributing requests for proposals for contractors, and consultant coordination. She also writes staff reports and prepares presentations for public hearings regarding the Program.

Associate Planner | City of Garden Grove, CA

As a contract Associate Planner, Ms. Mith reviewed various development plans, drafts and sends comment letters to applicants whose projects require additional review, conducts research of the City's Municipal Codes and Specific Plans to ensure development proposals compliancy with the City's standards.

Assistant Planner | City of West Hollywood, CA

As a contract Assistant Planner, Ms. Mith reviewed various multi-family residential development plans, drafted and sent out corrections notices to applicants whose projects required additional review, provided assistance with drafting conditions of approval documents as well as staff reports, researched the City's Municipal Codes to ensure development proposals were in compliance with the City's standards, and assisted with a development study to research and compile data on the existing conditions of multi-family residential developments.

Assistant Planner | City of Claremont, CA

Ms. Mith provided Assistant Planner services for the City of Claremont. Her duties included: conducting design reviews for residential developments; reviewing sign permit applications; reviewing and processing entitlements; applying CEQA knowledge to entitlements and design reviews; reviewing landscaping plans; generating neighborhood notices for project proposals; coordinating site visits; reviewing lighting plans; processing solar panel applications; coordinating with the Engineering Division on projects involving encroachment onto public right-of-ways; reviewing and verifying home occupation applications and business license applications meet zoning and parking standards; coordinating with the Building Division to ensure projects meet the Planning standards; and assisting phone calls and emails regarding plans, city code inquiries and general process questions.

Planning Intern | City of Downey, CA

As an intern for the City of Downey, Ms. Mith supported the Planning Department with processing and reviewing entitlements, managing and assisting with counter plan checks and permit processes, assisting the Building and Safety Department with plan checks, conducting plan checks for residential projects and tenant improvements preparing zoning verification and rebuild letters, and assisting the City and Principal Planners.

Huong Ly

Assistant Planner



EDUCATION

Masters, Urban and Regional Planning,
University of California | Irvine, CA

Bachelor of Arts, Anthropology and
Global Cultures,
University of California | Irvine, CA

Ms. Ly serves as an Assistant Planner for CSG Consultants. Ms. Ly provides planning and housing assistance to cities using her knowledge of housing policy, administering municipal codes, and communication skills in providing information to the public and other departments within the cities. Ms. Ly is proficient in AutoCAD, InDesign, Sketch Up, GIS and Photoshop.

RELEVANT EXPERIENCE

Assistant Planner | City of Carson, CA

As a contract Assistant Planner, Ms. Ly provided assistance at the public counter, reviewed various development plans, and conducted research.

Housing Specialist | City of Hawaiian Gardens, CA

Ms. Ly current serves as a Housing Specialist with the City of Hawaiian Gardens where she is responsible for the City Beautification Program. Ms. Ly's responsibilities include Project Management, soliciting and reviewing applications, site visits, creating scopes of work, writing and distributing requests for proposals for contractors, and consultant coordination. Ms. Ly also writes staff reports and prepares presentations for public hearings regarding the Program.

Planning Intern | City of Garden Grove, CA

As a Planning Intern with the City of Garden Grove, Ms. Ly provided assistance and planning information to the public at the planning counter and on the phone. She conducted research for various projects, including a crematorium, banquet hall, and electronic sign regulations. She researched and prepared Zoning Verification Letters and similar documents. Ms. Ly also reviewed and verified business licenses/home occupation applications to ensure compliance with land use regulations, performed plan checks on residential and commercial development, and coordinated with the Building/ Engineering Divisions to ensure developments complied with the Municipal Code. Ms. Ly's duties also include review and approval of sign applications, field inspections, and GIS map creation.

Housing and Community Development Intern | City of Costa Mesa, CA

While with the City of Costa Mesa, Ms. Ly managed various housing programs including CDBG, CalHome, FTHB, and HOME. She calculated cost estimates for new rehabilitation projects, reviewed and updated applicant contact information, prepared meeting minutes, and conducted market analysis for the rehabilitated mobile homes.

Planning Volunteer | City of Santa Ana, CA

As a Planning Volunteer at the City of Santa Ana, Ms. Ly translated (English – Vietnamese) at community meetings and at the planning counter. In addition, she assisted planning staff at community meetings for General Plan update, prepared weekly staff meeting presentations, assisted planners with research and surveys, prepared Zoning Verification Letters and other similar technical documents. Ms. Ly also reviewed and provided comments on proposed site plans and prepared reports and presentations for community meetings.

Experience/References

SECTION

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Our track record of success with our clients is outstanding and we encourage the City to contact our references with any questions it might require. The following references are planning services, similarly as those requested by the City.

City of Carson

Service Overview	CSG provides staff augmentation and entitlement services in both current and advanced planning, serving in areas such as entitlement processing, land use project reviews, public counter services, technical plan check, map review, and CEQA compliance. A key project that the CSG Planning team is managing is the District at South Bay Specific Plan (formerly known as the Carson Marketplace). This 168-acre project will consist of approximately 1,601,500 square feet of regional and general commercial uses, such as outlet retail and entertainment, approximately 1,250 residential units, and two hotels containing 350 rooms.
CSG Staff	Ethan Edwards, AICP; Gena Guisar, AICP; Leila Carver, PTP; Nancy Mith, Huong Ly
Contact	City of Carson Saied Naaseh, Community Development Director 310-952-1761 x 1365 snaaseh@carson.ca.us

City of El Segundo

Service Overview	CSG staff provides Site Plan and Design Review entitlement process services for the City of El Segundo, CA. We are currently managing entitlements for high profile development projects, including a ±140-acre mixed use site on the former Raytheon manufacturing site. Entitlements included a Specific Plan, EIR, Zone Change, General Plan Amendment, VTM and Development Agreement. CSG staff is currently processing subsequent applications for implementing projects, which include site plan review and building permits. CSG staff remains engaged during every step, from review and comments to staff report preparation and public hearing presentations. CSG staff adheres to an expedited review schedule for this and as with most contracted projects in the City of El Segundo.
CSG Staff	Ethan Edwards, AICP; Gena Guisar, AICP
Contact	City of El Segundo Gregg McClain, Planning Manager 310-524-2300 Gmccclain@elsegundo.org

City of Garden Grove

Service Overview	CSG staff currently provides planning services to the City through project management, plan review and staff augmentation. Staff is involved with various entitlement projects, including several priority developments, as well as plan review, plan check and public counter duties.
CSG Staff	Gena Guisar, AICP, Nancy Mith
Contact	City of Garden Grove Lee Marino, Planning Services Manager 714-741-5312 leem@ci.garden-grove.ca.us

Fee Schedule

SECTION

6

CSG's fee schedule is provided in the table below. CSG will mail an invoice at the beginning of every month for services rendered during the previous month. The hourly bid amount below includes staff pay rate, mark up, benefits, and incidental costs (travel, etc.). CSG will establish a not-to-exceed amount following a better understanding of the scope of work and based on further discussion with the City.

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Planning Technician	\$65
Assistant Planner	\$80
Associate Planner	\$100
Senior Planner	\$120
Principal Planner	\$140
Planning Manager	\$150
Planning Director	\$165

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. The partner planner approach will not incur additional billing. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.



Michael Baker
INTERNATIONAL

PROFESSIONAL SERVICES PROPOSAL

RESPONSE TO REQUEST FOR PROPOSALS FOR ON-CALL PLANNING & CONSULTING SERVICES

JULY 11, 2019



www.mbakerial.com

30/68

Submitted by:
Michael Baker International
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806

July 11, 2019

Yolanta Schwartz
Planning Director
NO. 2 Portuguese Bend Road
Rolling Hills, CA 90274

RE: PROPOSAL TO PROVIDE ON-CALL PLANNING AND CONSULTING SERVICES

Dear Ms. Schwartz:

Michael Baker International (Michael Baker) is pleased to submit this proposal to provide professional on-call planning and consulting services to the City of Rolling Hills. The services we are offering include Agency Staffing, CEQA Compliance, and Long-Range Planning/Urban Design Services. Michael Baker, and to a greater degree our legacy firm PMC (acquired by Michael Baker in February 2015), has provided services to cities on the Palos Verdes Peninsula on an as-needed basis for more than 20 years. Through this experience, we have developed a unique knowledge of, and familiarity with the Palos Verdes Peninsula in general. We value that perspective and use it to make a difference within the communities we serve. Our goal is to provide the City with excellent service and work products, provide additional staffing and technical resources, and help the City of Rolling Hills with planning and community development challenges.

Michael Baker is a recognized industry leader in providing planning and other contract support services to California cities and counties, very similar to the services requested by Rolling Hills. In addition to our comprehensive engineering, planning, and environmental services throughout California, the firm is a recognized leader in the areas of contract agency staffing and management services, current planning, grant and housing program assistance, urban design, public outreach, and sustainability and climate change.

All our team members proposed herein have extensive experience providing consulting services to municipalities and the expertise to address the planning and environmental review needs of any type of application or project. Project Manager, Trayci Nelson, will provide direct local oversight of our project teams and work performed for the City, taking advantage of our years of local

experience and service. Our team has access to the technical resources and support of Michael Baker's 3,000+ person organization, and we will draw on those resources as necessary in our service delivery. We hope to have the opportunity work in support of the City of Rolling Hills as you strive to provide the city's residents and businesses with a high level of professional service. We believe that our team's benefits and strengths provide us with the highest level of qualifications to meet your immediate needs and accomplish your longer-term goals. If you have any questions, please contact Trayci Nelson at (562) 200-7180 or tnelson@mbakerintl.com.

Sincerely,



Al Warot
Associate Vice President



Trayci Nelson
Principal Planner/Project Manager

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Summary of Proposal

Michael Baker International (Michael Baker) is a well-established multidisciplinary consulting firm with a 79-year track record of successfully providing planning, engineering, and other technical services to public agencies like the City of Rolling Hills. With 3,000+ employees and 90 offices across the nation and elsewhere, we are truly a firm with a global reach and a local focus. We pride ourselves on efficiently and effectively delivering professional services to our clients and making a difference in the communities that we serve.

We are proposing to provide the City of Rolling Hills all the planning consulting services identified in the City's Request for Proposal, including Agency Staffing, CEQA Compliance, and Advanced Planning Services. These services will be provided by a highly qualified team of planners under the direction of the manager of our Long Beach office, who will serve as Michael Baker's Principal in Charge. Given the breadth and depth of our staff resources, all the requested services will be provided by in-house staff.

The planning consulting services will be provided on an on-call basis, responsive to the City's evolving and changing needs. Our staff is highly accomplished at responding to our clients' needs and performing quality work under on-call contracts. This is borne out by the number of on-call assignments we have been awarded, many of which have been renewed for a number of years.

The costs of the services we are offering would be provided on a bifurcated basis. Agency Staffing Services, including the preparation of related Initial Studies and routine Negative Declarations, would be provided on an hourly basis per our current rate schedule. Advanced Planning and Urban Design Services, as well as the preparation of Initial Studies culminating with the preparation of Mitigated Negative Declarations and Environmental Impact Reports, would be provided for negotiated fees to be determined and agreed upon prior to the commencement of work on a project-by-project basis. Negotiated fees could be fixed fees or time and materials, not-to-exceed amounts.

Team Member Organization

The Michael Baker International staff members assigned to the City of Rolling Hills will include a broad range of professionals with advanced technical skills and local experience. Michael Baker benefits from a depth of resources, as demonstrated by the personnel proposed. We have categorized our staff members based on their areas of expertise. All staff members and projects assigned to the City of Rolling Hills by Michael Baker will be supervised by Trayci Nelson, our Project Manager and Manager of Agency Staffing Services.

Agency Staffing/Current Planning

Trayci A. Nelson

Department Head – Agency Staffing Services

Ms. Trayci Nelson will serve as Project Manager for Agency Staffing Services. Ms. Nelson has more than 30 years of experience in both current planning and environmental analysis. As a highly experienced project/case manager, she has provided current planning services to many cities throughout the South Bay including cities on the Palos Verdes Peninsula. Ms. Nelson served for 10 years as the contract View Restoration and Preservation Program Coordinator in the City of Rancho Palos Verdes. This experience gives Ms. Nelson a unique perspective and understanding of the Peninsula communities that would benefit her guidance and oversight of our contract staff. Her most recent public sector planning assignments have been with the City of El Segundo Planning and Building Safety Department and the City of Santa Paula Planning Department, where she has served as project manager for multiple high-profile development projects over the last eleven and six years, respectively. Ms. Nelson will herself become involved should the need arise for a more seasoned planner.

Prior to her more recent work in the Cities of El Segundo and Santa Paula, Ms. Nelson's contract planning assignments included the Cities of Avalon, Big Bear Lake, Fountain Valley, Grand Terrace, Lake Forest, Loma Linda, Malibu, Redlands, Santa Monica, Temecula, and the Town of Apple Valley, as well as her previously mentioned role in overseeing Rancho Palos Verdes' View Restoration and Preservation Program. While on these assignments, her responsibilities included complex case processing of large commercial and industrial projects, specific plans, residential subdivisions, and other entitlement applications; design review;

code enforcement; ordinance and code amendments; public presentations. She has also managed and assisted on projects including general plans, specific plans, housing elements, and housing studies and programs. In addition to current and advanced planning, Ms. Nelson's experience includes the management and preparation of various project and program-level environmental documents in compliance with the California Environmental Quality Act (CEQA).

Environmental Compliance

John Bellas

Department Head – Environmental Services

With more than 20 years of experience, John is a recognized expert in the environmental planning field in Southern California. He has managed the preparation of numerous CEQA/NEPA documents for a wide range of projects, including land development/entitlement projects, land use plans/programs, and capital improvement projects. In addition, he serves as an in-house/on-call environmental administrator/coordinator for several prominent cities in Southern California, including the Cities of Pasadena and Los Angeles.

For the City of Pasadena, John serves as the City's Environmental Coordinator. In this role, he is responsible for overseeing the preparation and management of all of the City's environmental documents. Tasks include providing strategic advice to the City on CEQA matters; keeping City staff apprised of CEQA trends, case laws, and legislative updates and expanding staff's knowledge of the CEQA process and environmental topic analysis techniques; supervising the CEQA process for all projects in the City; reviewing CEQA/NEPA documents prepared by City staff and other consultants; reviewing technical studies for adequacy; overseeing the preparation, posting, and distribution of environmental notices; and participating in public meetings and hearings.

For the City of Los Angeles, John leads a team of five principal-level environmental planners that provide EIR review services to the Major Projects Section of the Department of City Planning. In this role, he oversees the EIR process for major development projects, provides technical review of Initial Studies, SCEAs, Draft EIRs, Final EIRs, and CEQA Findings/Statements of Overriding Considerations, and regularly advises the City on CEQA matters. He has also regularly worked with the City attorneys to develop and implement strategies to respond to the latest case laws. In addition, John has conducted numerous CEQA training sessions and

served as an instructor in the AEP Advanced CEQA and CEQA Essential Training series.

Mr. Bellas is a subject matter expert on CEQA/NEPA and CEQA Training. John is a LEED Accredited Professional and Envision Sustainable Professional. He has a BS in Environmental Resource Management (Minor: Marine Science) from Penn State University.

Advanced Planning

Shane Burkhardt, AICP

Project Manager – Advanced Planning Services

Mr. Burkhardt is the Community Planning and Urban Design Manager for Michael Baker. Shane will act as the Task Manager for Advanced Planning Services. He is a certified urban planner with more than 20 years of experience and expertise in land use, economic development and urban design. As a planning consultant, he has led many successful award-winning planning and urban design projects including the Community Plans Continuum project which focused on facilitating and developing 26 community plans for unincorporated places in San Bernardino County.

Other award-winning projects include redevelopment of the area around the Indianapolis Motor Speedway and the redevelopment of the City of Whiting's Lake Michigan waterfront in Northern Indiana. Mr. Burkhardt's previous experience outside of private sector consulting included a Research Fellow appointment with the Hudson Institute specializing in building community competitiveness, as well as Associate Director of Ball State University's Center for Economic and Community Development where he provided technical support to communities and coordinated the center's economic development education curriculum. Shane is active in the American Planning Association and is currently past chair of the Chapter Presidents Council, serves on the Membership Committee, and previously served on the national APA Board of Directors. Mr. Burkhardt was also a recent recipient of the American Planning Association's CPC Outstanding Leadership Award.

Scope of Work

Agency Staffing and CEQA Compliance Services

In responding to the City's needs, Michael Baker is prepared to provide the City of Rolling Hills with a team of highly experienced planners who are fully capable of successfully performing all of the tasks associated with the processing of discretionary development applications, including general plan amendments, zone changes, precise development plans, plot plans, conditional use permits, variances, tentative maps, and site plans and other administrative permits. Our staff will also prepare any necessary environmental documentation pursuant to the California Environmental Quality Act (CEQA).

Michael Baker planners will be available on short-term notice to provide services on an as-needed, task-order basis for the processing of specific discretionary development applications. Our staff will perform, coordinate, and manage all the tasks associated with the processing of such applications. These tasks include:

- Receiving and determining the completeness of applications.
- Reviewing applications for compliance with the General Plan, Zoning Ordinance, and applicable development standards and other City policies and regulations.
- Preparing the appropriate environmental documentation in compliance with CEQA.
- Preparing staff reports and making recommendations to the Planning Commission and City Council with accompanying conditions of approval, resolutions, and ordinances, as necessary.
- Facilitating and participating in meetings and coordinating the exchange of comments among applicants, City staff, other consultants and the public during the review and processing of applications, as necessary.
- Attending and making presentations on discretionary development applications at Planning Commission and City Council meetings, as necessary.

- Preparing all required notices for filing with appropriate county and state agencies.

Michael Baker has a range of staff available to provide the as-needed services being requested by the City, from assistant to senior planners. Michael Baker will assign the appropriate level of planner to serve as the case planner for each project commensurate with the complexity of the development application being processed. Michael Baker planners would also be available on short notice to provide temporary public counter coverage and assist with routine planning department functions should staff shortages occur due to leaves of absence or staff departures.

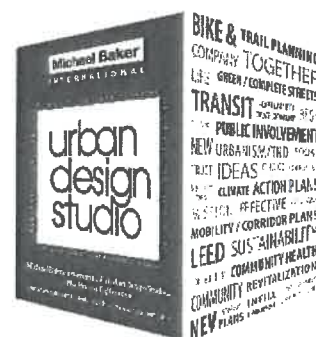
Based on our extensive experience in serving as contract planning staff for local governments, the typical processing times for conditional use permits and variances would be approximately 90–120 days after an application is deemed complete, if either a categorical exemption or an initial study and negative declaration would provide adequate clearance pursuant to CEQA. The processing of zone changes could also be completed within 90–120 days, based on the same assumption as above, but could take up to 180 days and longer in instances when an environmental impact report is required pursuant to CEQA. Moreover, in all instances, projects would be processed within the time limits of the Permit Streamlining Act and other applicable requirements of the California Government Code.

Advanced Planning/Urban Design Services

The Michael Baker team is well versed in the advanced planning services that the City of Rolling Hills will require for its planning projects and are confident from our work with a broad ranging public client base. In addition, our work for federal agencies, state agencies, local agencies, counties, metropolitan planning organizations, municipalities, school districts, and public utility agencies brings us a wealth of knowledge that can be applied to projects in the city. The benefit of our comprehensive services is that Michael Baker's interdisciplinary team works collaboratively to bring about plans that meet the client's objectives and can be implemented.

A strength of the Michael Baker team is the overlay of urban planning, architecture, landscape architecture, and urban design with its transportation and engineering disciplines.

Michael Baker's Urban Design Studio (UDS) is a collaborative team of specialized professionals devoted to projects that improve the physical and social environments of the communities we serve. The projects are focused on the design of sustainable, healthy, and vibrant communities. UDS convenes our in-house expertise in urban design, sustainability, mobility, public facilitation and community-based planning with meaningful public participation as we work to develop creative policy and design solutions that represent the consensus of multiple stakeholders. This approach supports each community's unique needs from visioning through implementation. In short, our UDS team is dedicated to making a difference in Rolling Hills, focusing on advanced planning, design, and community building projects.



Specific services we can provide to the City include:

- Subarea and Corridor Plans/Studies
- Community Character Studies
- Development Regulations (including conventional, hybrid and form-based code, sign regulations, cannabis regulations and development standards)

- Design Guidelines for all development types both within the private and public realms
- Planning for Healthy Communities
- Public Engagement and Facilitation, including a focus on reaching hard-to-reach populations
- Economic Analysis and Fiscal Studies
- Real Estate Market Analysis
- Retail Market Analysis
- Vision and Strategic Plans
- Mobility Planning/Active Transportation Planning/Traffic and Parking Studies
- Urban Design/Architecture/Landscape Architecture including conceptual open-space design, park design, streetscapes and public realm enhancements.
- Specific Plans or Specific Plan Updates or Amendments
- General Plan Updates or Amendments
- Peer Review
- Engineering/Environmental Support Services (includes expertise in low-impact stormwater BMPs, structural, transportation, environmental, and water/wastewater.)

Technical Approach/Methodology

As already mentioned elsewhere in this proposal, Michael Baker's technical approach to providing planning consulting services to the City of Rolling Hills consists of assigning a designated team of planners, who will be available to respond as needed, under the direction of a member of the firm's senior management staff. Albert Warot, operations manager for our Long Beach office, will serve as the Principal in Charge/Project Director. As City staff determines that our assistance is needed, he will make the request to our appropriate Service

Lead/Project Manager. Unless the City requests a specific planner to be assigned, our Project Manager will select the planner who she believes is best suited for the assignment based on availability to meet the proposed schedule and experience with the type of project and, if applicable, related applications being processed.

City staff will have the opportunity to interview the planner to be assigned prior to commencing work. However, once assigned, the planner chosen will be responsible for carrying his/her assigned project through the applicable planning process from inception to completion. All our project team members are self-starters who are quite capable of working independently and with minimal direction from City staff but will keep City staff apprised of the status of the work they are performing on a weekly basis. Our Project Manager will also provide adequate oversight of our staff assigned to the City, thereby minimizing the demands placed on City staff. No change or replacement of the project team members assigned to the City will occur without the City's approval.

Quality Control

Michael Baker's work products—staff reports, CEQA documents, resolutions, ordinances, and advanced planning documents—will be developed and reviewed by staff for final review and approval by our Project Manager. The Project Manager will ultimately be responsible for the consistency and quality of work generated by our project team. On occasion, as deemed necessary by the Project Manager, reports or other documents may be forwarded to other Michael Baker senior staff members for comment or review. The objective is to have all work products generated by our staff reviewed and edited prior to being made available publicly. As needed, our planners will coordinate with the City staff to have staff reports and other documents reviewed and approved before being circulated to the Planning Commission, City Council, other agencies, or the public.

Michael Baker prides itself on preparing legally adequate and readable environmental and planning documents that meet our client's needs. While the example below pertains specifically to the preparation of environmental documents, the following quality control process is applied to all projects undertaken by Michael Baker:

- Technical sections of deliverable work products are reviewed by Michael Baker senior staff associated with the topic (e.g., biological resources

director, climate change expert, principal land use planner) for technical accuracy and completeness.

- After technical sections are approved by Michael Baker senior staff, they are reviewed by the project planner to ensure that the document correctly reflects the specifics of the project and the policies and preferences of the client, as well as compliance with the scope of work.
- After project management review, technical sections of environmental documents are reviewed by Michael Baker's senior CEQA quality control staff, who review for adequacy associated with current CEQA case law and as a set of "clean eyes" since this staff is not directly working on the project.
- Final review is by Michael Baker's technical editors, who check for consistency in use of terms, facts, references, grammar, spelling, and document format.

The steps described in the example above are a component of the Quality Assurance Plan (QAP) for the Long Beach office. At the direction of the corporate office, all Michael Baker offices prepare, periodically update, and adhere to QAP's. The QAP's describe the planned processes, systematic actions, and quality practices that are undertaken at each office in support of the Michael Baker quality policy to complete projects that meet our clients' requirements with respect to scope, schedule, budget, and technical quality. The complete QAP for the Long Beach office can be made available upon request.

Relevant Experience

Michael Baker International (Michael Baker) is a full-service consulting firm providing planning, engineering, and other technical services. The firm has more than 3,000 employees in 90+ offices and has completed projects for more than 700 different agencies. In California, Michael Baker has more than 600 employees and is among the largest planning services firms in the state. We have a thriving group of seasoned and eager professionals in the state and have maintained several offices for more than 40 years.

Several years ago, Michael Baker opened a new chapter in its history. On July 1, 2015, our 3,000+ employees began operating under the same brand name and logo: Michael Baker International, Inc. For some of our legacy companies (PMC, RBF Consulting, and Michael Baker, Jr.), our name changed; however, our

commitment to provide unparalleled service and to ensure "We Make a Difference" in our communities remains the same.

Michael Baker offers a full complement of urban and environmental planning and housing and community development services. The planning services that Michael Baker can offer without the use of outside consultants is as follows:

- Agency Staffing
- Development Impact and User Fee Studies
- Economic Development
- Conservation Planning & Biological Resources
- Community Engagement & Facilitation
- Housing & Community Development
- Environmental Review & Planning
- Sustainability, Resiliency & Climate Change
- Urban Planning, Design & Revitalization
- Transportation Planning
- Hazard Mitigation Planning
- Architectural Services
- GIS Services
- Web & Graphic Design

Michael Baker initiates new lines under its planning practice as needed to keep pace with a constantly evolving legal and planning environment. We also organize in-house training classes and seminars to ensure a wide understanding of relevant issues affecting municipal services. While many professionals specialize in a single area, we encourage our staff to explore and become knowledgeable about other disciplines within the firm, enabling us to approach and solve problems from many different perspectives.

Michael Baker's dedication to providing municipal consulting services has established our reputation as an industry leader. We provide contract professional staff to cities, counties, state agencies, and special districts in an era of limited financial resources. Public agencies, such as the cities and counties listed on the following page have found the use of Michael Baker contract staff to be an efficient and effective way to deal with fluctuating workloads, state and federal mandates, and local priorities—all while finding ways to continue to provide effective and reliable customer service. We offer experienced and personable planning professionals on a contract basis to assist agencies in meeting their short- and long-term staffing requirements, and we have the resources and experience necessary to get the job done.

Our agency staffing services consist of providing:

- Experienced, technically proficient planning staff
- Staff to address temporary or long-term needs
- All classifications of planning staff
- Flexible staffing levels
- On-call or as-needed staff

We structure contracts to match an agency's needs; this can include provision of just one contract staff employee on a part-time and short-term basis or provision of multiple staff to cover an entire department's needs on a long-term basis. We can provide entry-level staff or experienced managers, and we build flexibility into our contract work programs to better respond to what sometimes can be a fluctuating workload, resulting in cost savings to our clients.

Michael Baker's approach to assisting the City of Rolling Hills—and to all staffing services we provide throughout California—is to work in close cooperation with the City as a seamless extension of your own staff. Our planners bring significant experience to their work, but we are of course cognizant of our role and the need to implement the policy direction given by the City's elected officials and the procedures developed by internal departments. We will work with City staff to fully understand not only the specifics of the projects we are assigned but the history and background that will help us to create an analysis and recommendation that reflects City policies and practices. Since we work for agencies throughout California, we can also provide examples of successful programs, policies, and documents from other agencies, something our clients have found particularly helpful.

Agency Staffing Services Clients

Cities	Cities	Cities	Cities	Counties
Avalon	Fremont	Mountain View	Rancho Cucamonga	Contra Costa
Belvedere	Greenfield	Newark	Sand City	Marin
Blythe	Half Moon Bay	Oakland	San Gabriel	Monterey
Bradbury	Industry	Oakley	San Mateo	Santa Clara
Calimesa	Laguna Woods	Orinda	San Rafael	Solano
Capitola	La Habra	Pacific Grove	San Ramon	...and more
Chino Hills	Livermore	Palmdale	Santa Paula	
Citrus Heights	Lomita	Palos Verdes Estates	Santa Rosa	
Clayton	Marina	Paramount	Seaside	
Covina	Martinez	Pasadena	Sierra Madre	
Eastvale	Monrovia	Pinole	West Hollywood	
Elk Grove	Morgan Hill	Pittsburg	Westlake Village	
El Segundo		Rancho Cordova	Wildomar	

When we provide contract staff to you, we are also committing the resources of the entire firm. Staff with expertise in landscape architecture, environmental compliance, housing and community development, transportation planning, development review, code compliance, climate change/adaptation, geographic information systems (GIS), and regulatory documentation can be called upon to support the efforts of our project team to be assigned to the City's Planning Department. We have professionals with the experience to ensure a quality and timely response to any issue that might arise during a project.

As evidenced by the partial list of clients shown above, Michael Baker is an industry leader in providing contract planning staff support to public agencies throughout California. Moreover, as demonstrated by the discussion under the Team Member Organization section of this proposal, the key members of the project team being assigned to the City of Rolling Hills alone collectively have over 70 years of experience in providing planning services to public agencies.

The descriptions of select projects undertaken by our firm that follow, which are organized by major service categories, demonstrate that our staff has experience in delivering the type, scope, and magnitude of services being sought by the City of Rolling Hills. Our staff has extensive experience in conducting development review for a wide array of projects, preparing and performing third-party review of environmental documents for proposed developments in compliance with the California Environmental Quality Act (CEQA), updating zoning and other land use related ordinances, assisting with the preparation of long-range planning documents (e.g., general plans, specific plans, etc.), and conducting urban design studies. The communities that we have served have varied widely in terms of land use patterns, local economy, demographics, and workplace diversity.

Agency Staffing Services

Client: City of Palos Verdes Estates

Scope of Work: Michael Baker has been assisting with the operation of the City's Planning Department. While serving as the City's Planning Department staff, Michael Baker planners have been responsible for responding to inquiries from the public and developers, processing land use entitlement applications, overseeing and



monitoring the implementation of approved projects, preparing Planning Commission and City Council staff reports, conducting Planning Commission meetings and presenting items at City Council meetings as needed. Michael Baker staff has also assisted with several ordinance updates including the Accessory Dwelling Unit, Outdoor Lighting, and Neighborhood Compatibility Ordinances. Our staff also processed Coastal Development Permits through the California Coastal Commission.

Client: City of Avalon

Scope of Work: Michael Baker has been assisting with the operation of the City's Planning Department. Michael Baker staff has been responsible for responding to inquiries from the public and developers, processing land use entitlement applications, overseeing and monitoring the implementation of approved projects, preparing Planning Commission and City Council staff reports, conducting Planning Commission meetings and presenting items at City Council meetings as needed, and serving as a



planning coach to the City's Planning Director. Michael Baker staff has also assisted with initiating an update of the City's sign code, establishing the City's

cultural resources management program, obtaining California Coastal Commission approval for emergency repairs to the Avalon Bay seawall, coordinating the approval of an underwater sculpture project in the Avalon Dive Park, conducting a citywide household income survey, and obtaining a grant from the California Coastal Commission for updating the City's Local Coastal Program.

Client: City of El Segundo

Scope of Work: Michael Baker is providing contract planning assistance to the City under an annual services contract. Michael Baker staff has been assisting with the processing of entitlements for a wide range of projects, including the Mattel Campus Specific Plan, the 540 East Imperial Specific



Plan (redevelopment of former school site with a 300-unit senior/assisted living housing project), the 199 North Continental Boulevard Specific Plan (portion of 10-acre Northrop Tower site), the 888 North Sepulveda Boulevard Specific Plan (3-acre multi-use project), the Chevron Refinery upgrade project, and the Aloft Hotel.

Client: City of Santa Paula

Scope of Work: Michael Baker is assisting with the processing of discretionary land use entitlements under a multi-year, on-call planning services contract. Michael Baker's initial assignment involved managing the preparation and processing of discretionary entitlements and a Supplemental Environmental Impact Report for the 501-acre East Area One Specific Plan project. Michael Baker is now managing the design development phase of the project.



CEQA Compliance Services

Client: City of Burbank

On-Call Environmental Services: Michael Baker has provided the City of Burbank environmental consulting services for a variety of projects requiring CEQA clearance documentation, as well as technical studies. Notable projects include:

- Media Studios EIR for the extension of a Development Agreement and development of an office building within the existing campus;
- 550 North Third Street Hotel IS/MND to allow for development of a boutique hotel;
- 550 North Third Street Mixed-Use IS/MND for the development of 97 apartment units and retail space;
- Nickelodeon Office Building IS/MND for the development of a five-story office building and expansion of the Nickelodeon Campus; and
- 1105 Riverside Drive IS/MND, allowing conversion of an existing GM training facility to a private school.

Client: City of Pasadena

Environmental Coordinator: Michael Baker has served as the City of Pasadena's environmental coordinator since April 2013 and has provided planning consulting services since April 2016. As the City's environmental coordinator, Michael Baker is responsible for supervising the CEQA process for all projects in the city. Tasks include developing strategies for complying with CEQA; reviewing CEQA and NEPA documents prepared by City staff and other consultants; reviewing technical studies for adequacy; overseeing the preparation, posting, and distribution of environmental notices; and participating in public meetings and hearings. In addition, in this role Michael Baker has been responsible for preparing multiple environmental documents for the City, with notable examples described below.

Hyatt Place Hotel/Paseo Colorado Revitalization Project IS/MND: Michael Baker prepared the IS/MND for a revitalization project for the Paseo Colorado

retail/mixed-use center (the Paseo), which proposed a new Hyatt Place Hotel, up to 100 multi-family residential units, new restaurant and retail spaces, reconfigured patron amenities, and improved pedestrian connectivity. The project's most significant improvements were proposed at the eastern end of the Paseo, where the 158,900-square-foot Macy's building, which closed in the spring of 2013, would be demolished. Two buildings would be developed in its place—a new 179-room hotel and a new 6-story mixed-use building, which would flank a proposed extension of the Paseo's central pedestrian mall.

Amendment to the South Fair Oaks Specific Plan Initial Study/Mitigated Negative Declaration:

Michael Baker staff managed the preparation of an IS/MND for the amendment to the South Fair Oaks Specific Plan. The amendment was proposed to designate “Medical Services – Hospital” use as a conditionally



permitted use. The South Fair Oaks Specific Plan was adopted with a vision of establishing a district attracting biomedical and technology-based companies that can prosper alongside an energetic mix of community-serving retail, medical facilities, and support services. The proposed project would provide for the development of hospital uses upon the approval of a conditional use permit throughout the Specific Plan area. Key issues analyzed in the document included land use, aesthetics, cultural resources, and parking.

Mixed-Use Project at 254 East Union Street IS/MND: Michael Baker prepared an IS/MND for a proposed mixed-use project located at 254 East Union Street. The project involved development of a six-story mixed-use building consisting of 2,625 square feet of commercial uses and parking on the ground floor and 36 residential units within the upper levels. Two levels of subterranean parking would also be provided. The project requested a variance to allow the commercial uses on the ground floor to have a reduced depth along Union Street. The site was developed with a parking lot containing 61 parking spaces, which served the office uses located at 225 East Colorado Boulevard. The existing parking spaces were proposed be replaced and incorporated as part of the project. Historic resources were a key issue for the project, since the site is bounded by the Pasadena Civic Center Historic District on the east and north and by the Civic Center Financial Historic District on the west.

Client: City of Monterey Park

DoubleTree Hotel Project Initial Study and Mitigated Declaration: Michael Baker prepared the IS/MND for a proposed DoubleTree Hotel along Atlantic Boulevard in Monterey Park. The proposed hotel included 180 guest rooms, 4,544 square feet of restaurant use, 1,075 square feet of retail space, 14,727 square feet of common areas, and 13,457 square feet for service areas and support facilities that include a reception area, back-of-house facilities (e.g., support offices), meeting rooms, a business center, a swimming pool, and a fitness center. The proposed hotel would be six stories tall and would total 97,566 square feet of aboveground floor space. The project also includes three levels of underground parking to accommodate 263 parking spaces.

Advanced Planning Services

Client: City of Elk Grove

Project: General Plan Update

Michael Baker is leading a comprehensive update of the City of Elk Grove General Plan. Incorporated in 2001, Elk Grove has grown to become the second largest city in Sacramento County.

The General Plan update encompasses a number of important community priorities, including economic vitality, continued preservation of the rural area, influencing and responding to regional policy influences, accommodating growth through infill and outward expansion strategies, addressing state requirements for Complete Streets and vehicle miles traveled, encouraging multimodal and active transportation, defining neighborhood and community character, and promoting a healthy and sustainable community. The project includes a comprehensive community engagement campaign including a kickoff Citizen Planning Academy, visioning workshops, mobile studio, and interactive web-based activities. A zoning code update to reflect change to the general plan is being prepared concurrently. A program EIR will be prepared for the General Plan update.



Client: City of Manhattan Beach

Project: Downtown Specific Plan

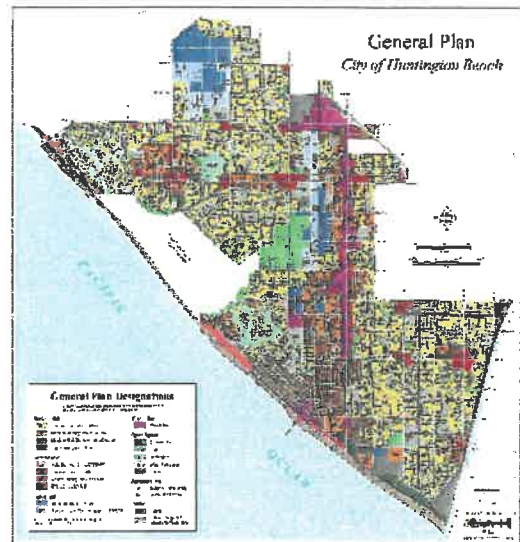
Michael Baker was retained by the City of Manhattan Beach to prepare a Specific Plan for the future of its Downtown. The Specific Plan provides the framework to preserve the Downtown's character and ensure its future economic viability. This framework includes the community's vision for the Manhattan Beach Downtown Specific Plan Area; regulations, guidelines, and recommendations that support the vision; and an implementation action plan that will facilitate the completion of the plan's key objectives.



Client: City of Huntington Beach

Project: General Plan Update

Michael Baker was retained by the City of Huntington Beach to update six major elements of the general plan including Land Use, Circulation, Environmental Resources and Conservation, Natural and Environmental Hazards, Noise, and Infrastructure and Public Services. In addition, a sea level rise vulnerability assessment, Coastal Resiliency Plan, Greenhouse Gas Reduction Program, and Sustainability Action Plan were incorporated into the update.



References

Agency Staffing/Current Planning

City of El Segundo

Eduardo Schonborn, AICP, Principal Planner
350 Main St.
El Segundo, CA 90245
(310) 524-2312
eschonborn@elsegundo.org

Services include:

- Contract staffing

City of Santa Paula

James Mason, Community Development Director
City of Santa Paula Planning Department
Community Development Building
200 S. Tenth Street
Santa Paula, CA 93060
(805) 944-4214 ext. 251
jmason@spcity.org

Services include:

- Contract staffing

City of Palos Verdes Estates

Ken Rukavina, Director of Community Development & Public Works /
City Engineer
340 Palos Verdes Dr West
Palos Verdes Estates, CA 90274
(310) 378-0383 ext. 819
krukavina@pvestates.org

Services include:

- Contract staffing

Environmental Compliance (CEQA)

City of Pasadena

David Reyes, Director Planning & Community Development
175 N. Garfield Avenue
Pasadena, CA 91101
(626) 744-4650
davidreyes@cityofpasadena.net

Services include:

- On-Call Environmental and Planning Services Contract (Ongoing since 2013)
- Prepare CEQA and NEPA documents for all projects in the city
- Review and process CEQA documents prepared by city staff
- Provide recommendations on compliance and environmental regulations
- Review technical studies
- Prepare, post and distribute environmental notices
- Participate in public meetings/hearings

City of Los Angeles

Heather Bleemers, Senior City Planner
221 N. Figueroa Street
13th Floor, Los Angeles, CA 90012
(213) 847-3682
Heather.Bleemers@lacity.org

Services include:

- Provide on-call environmental consultant services
- EIR Review Services (Ongoing since 2017)
- Initial Study Program Development: Michael Baker is currently developing an Initial Study preparation software program to replace the City's EForms program

City of Santa Clarita

James Chow, Senior Planner
23920 Valencia Blvd., Suite 300
Santa Clarita, CA 91355
(661) 255-4330
jchow@santa-clarita.com

Services include:

- On-Call Environmental Services (Ongoing since 2013)
- Prepare CEQA and NEPA documents for land development projects, long-range planning policy initiatives, and capital improvement projects
- Conduct CEQA training for City staff
- Prepare an Initial Study template that provides standard/suggested response language for the questions on the Initial Study checklist, sources of information, and other guidance language and helpful hints

Advanced Planning

City of San Marcos

Dahiva Lynch, Development Services Director
1 Civic Center Drive
San Marcos, CA 92069
(760) 744-1050

Services include:

- Provided traffic and environmental review
- San Marcos Specific Plan – determining key principles, development of multiple use scenarios
- Conducted workshops
- Administered live and on-line community surveys
- Provided market and pro-forma analyses

City of Long Beach

Sergio Ramirez, Deputy Director of Economic Development
333 W Ocean Blvd
3rd Floor
Long Beach, CA 90802
(562) 570-6129
Sergio.Ramirez@longbeach.gov

Services include:

- Create and manage inventory of successor agency properties
- Identify and assess potential investment in Opportunity Zones
- Create presentations for Mayor's Office, Economic Development Commission, City Manager and staff
- Create and administer new Lease Management Program
- Assist in Corridor Improvement Project
- Grant writing for Economic Development
- Identify parcels for highest and best use via GIS mapping and market analysis
- Research feasibility of vacant storefront tax
- Compose Amazon 2.0 RFP for the City of Long Beach
- Manage pilot marketing campaign for investors entitled "LIMITLESS Long Beach"
- Provide staff and management support as needed

Western Riverside Council of Governments

Christopher Gray, Director of Transportation & Planning
3390 University Ave. Suite 450
Riverside, CA 92501
(951) 405-6710
cgray@wrcog.us

Services include:

- Prepared feasibility study for a regional Sustainability Center
- Updated the WRCOG Health Indicators Memorandum
- Developed multi-jurisdictional healthy community initiatives
- Facilitated Healthy Community Initiative(s) workshops
- Developed a health element for WRCOG member jurisdictions containing policies and programs to improve community health

Fee Schedule

Fee Schedule

Effective January 2019 through December 2019

Comprehensive Planning Services

Project Director/Advisor	\$185 - \$250
Principal Planner	\$155 - \$205
Project Manager	\$135 - \$180
Senior Planner	\$125 - \$155
Associate Planner	\$95 - \$125
Assistant Planner	\$85 - \$95
Planning Technician	\$70 - \$85

Environmental Services

Project Director/Advisor	\$185 - \$250
Principal Environmental Planner	\$175 - \$230
Principal Technical Specialist	\$175 - \$230
Senior Environmental Planner	\$125 - \$175
Senior Technical Specialist	\$125 - \$175
Associate Environmental Planner	\$95 - \$125
Associate Technical Specialist	\$95 - \$125
Assistant Environmental Planner	\$85 - \$95
Environmental Planning Technician	\$70 - \$85

Transportation Services

Project Director/Advisor	\$185 - \$250
Transportation Planner	\$150 - \$185

Public Outreach

Project Director/Advisor	\$185 - \$250
Senior Public Information Officer	\$155 - \$185
Public Information Officer	\$125 - \$155
Public Engagement Coordinator	\$95 - \$125

Creative Services

Sustainability

Project Director/Advisor	\$185 - \$250
Principal Climate Change Analyst	\$155 - \$205
Program Manager	\$135 - \$155

Conservation & Resource Planning

Project Director/Advisor	\$185 - \$250
Senior Conservation Planner	\$125 - \$185
Conservation Planner	\$100 - \$125

Biology

Project Director/Advisor	\$185 - \$250
Senior Biologist	\$125 - \$185
Associate Biologist	\$100 - \$125

GIS

GIS Manager	\$125 - \$145
GIS Analyst	\$95 - \$115

Housing & Redevelopment

Project Manager	\$130 - \$180
Senior Housing Planner	\$100 - \$130
Associate Housing Planner	\$85 - \$100
Grant Technician	\$75 - \$85

Grant Writing

Principal Grant Writer	\$95 - \$140
Assistant Grant Specialist	\$75 - \$95

Management Services

Principal	\$225 - \$285
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Graphics Production Manager	\$130 - \$155	Associate Principal	\$195 - \$250
Graphic/Web Designer	\$85 - \$130	Senior Associate	\$180 - \$250

Administrative Services		Municipal Finance	
Technical Editor	\$85 - \$125	Project Director/Advisor	\$185 - \$250
Administrative Support	\$65 - \$95	Municipal Finance Manager	\$150 - \$185
		Municipal Finance Coordinator	\$125 - \$150
		Municipal Finance Analyst	\$85 - \$125

Reimbursable expenses and sub consultants are billed at cost plus 10% administrative mark-up.

Rates are subject to a 3% increase each year.

May not include all staff titles.

APPENDIX: Professional Services Agreement Comments

Michael Baker has reviewed the sample agreement contained in the RFP as Attachment 1 and is confident that we will be able to agree to mutually acceptable terms. We routinely sign Professional Services Agreements with various public agencies. We believe resolution of minor language changes can be easily attained and have not had difficulty resolving terms with municipalities similar in nature to the City of Rolling Hills.

As permitted by the RFP instructions in Section 6 of the RFP, our comments and requested changes are identified below by section for your convenience. Please note that these are requests only, and we are more than willing to discuss any of concern to the City:

Section 2 (Scope of Work)

We request modification of the term "in a manner satisfactory to CITY" in this section to "in accordance with this Agreement". Terms such as "satisfactory" or "satisfactorily" can be subjective and therefore difficult to define, whereas referring to the terms of the Agreement would provide a measurable and objective standard.

Section 4 (Method of Payment)

We request modification of the second sentence requirement regarding submission of an invoice within 10 days of completion of a task. The standard is to bill once per month for all services performed during the prior month and it usually takes a few days to get the invoices prepared and out the door to our client. For this reason, we request that sentence two be revised as follows: "For work performed as identified in Exhibit A to this AGREEMENT, CONSULTANT shall submit one invoice monthly, showing the charges for work performed during the prior month."

Section 10 (Ownership of Data)

We agree that any work product prepared for this type of project will become the property of our client. But because we cannot control how our client uses such work product once delivered, we request the addition of the following

sentence: "CONSULTANT shall not be held liable for any modification or reuse of CITY-owned work product for purposes outside its original intent."

Section 12 (Termination)

Consistent with the terminology in Section 2, we request that the second sentence be modified to: "All work performed in accordance with the terms of this AGREEMENT, up to and including the date of termination, shall be paid by CITY."

Section 17 (Insurance):

Paragraph A (iv) – The professional liability insurance commercially available to a design professional firm comes on a per claim basis and covers the policy-holder only for its negligence, error or omission in the performance of professional services. For this reason, we request that this clause be clarified to state: "Professional Liability Insurance for CONSULTANT that at a minimum covers the negligent act, error or omission of CONSULTANT in the performance of professional services, in an amount of not less than \$500,000 per claim."

Paragraph B – Michael Baker has for over twelve years carried deductibles on our commercial general liability policy and automobile liability policies of: \$250,000 CGL; \$100,000 Auto. We request that the \$5,000 per occurrence limit be changed to \$250,000 per occurrence.

Section 18 (Enforcement of Agreement)

In the interests of avoiding unnecessary litigation, we ask if possible that this section be modified to show that each party would bear their own costs. The requested change is: "In the event that legal action is commenced to enforce or declare the rights created under this AGREEMENT, each party shall bear their own costs and attorney's fees."

New clauses – We request if possible the addition of two clauses which would serve to protect the contracting parties against circumstances outside of their control. The requested additions are:

"Waiver of Consequential Damages - Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of

revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable."

"Limitation of Liability - Neither party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war."

These requested changes reflect the terms of our existing policies and experience. Michael Baker is happy to discuss any concerns the City of Rolling Hills may have with these requests and is open to alternative suggestions.

RESPONSE TO REQUEST FOR PROPOSAL FOR ON-CALL PLANNING & CONSULTING SERVICES

July 11, 2019

Submitted to:



City of Rolling Hills
Attn: Yolanta Schwartz
Planning Director
NO. 2 Portuguese Bend Road
Rolling Hills, CA 90274

Submitted by:

Michael Baker
INTERNATIONAL

3760 KILROY AIRPORT WAY
SUITE 270
LONG BEACH, CA 90806
PHONE: 562-200-7180

TEMPLETON PLANNING GROUP
PROPOSAL

FOR
ON-CALL PLANNING AND
CONSULTING SERVICES

CITY OF
ROLLING HILLS, CA

Prepared By:

Templeton Planning Group
20250 SW Acacia Street, Suite 260
Newport Beach, CA 92660

Prepared For:

Yolanta Schwartz
Planning Director
City of Rolling Hills
2 Portuguese Bend Road,
Rolling Hills, CA 90274

July 10, 2019

July 10, 2019

Ms. Yolanta Schwartz
Planning Director
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

TEMPLETON PLANNING GROUP
20250 SW Acacia St., Suite 260
Newport Beach, CA 92660

RE: PROPOSAL FOR ON-CALL PLANNING AND CONSULTING SERVICES TO ASSIST AND SUPPLEMENT THE OPERATIONS OF THE CITY OF ROLLING HILLS PLANNING DEPARTMENT.

Dear Ms. Schwartz:

The *Templeton Planning Group (TPG)* is pleased to submit this Proposal to the City of Rolling Hills that indicates our interest in performing On-Call Planning and Consulting services to assist and supplement operations of the Planning Department for a two-year period.

FIRM INFORMATION

Templeton Planning Group (TPG) has operated as a planning and environmental consulting firm for over 30 years. Our office, which will assume responsibility for implementation of the contract for specified services, is located at 20250 Acacia Street, Suite 260, Newport Beach, CA, 92660.

QUALIFICATIONS:

TPG offers a variety of planning services for public sector and private sector entities, including the following: providing staff support services; entitlement review, processing and project management; composing staff reports; conducting public presentations; creating development and visioning strategies and site plans, urban, hillside and golf course designs; developing and reviewing grading plans; and, composing policy documents such as specific plans, General Plan elements, zoning regulations, resource management studies, white papers, opportunities and constraints studies, and feasibility studies. In addition, *TPG* has the expertise and experience to review and process Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports and Environmental Assessments, as well as composing CEQA notices, Findings of Fact, Statements of Overriding Considerations and Mitigation Monitoring and Reporting Programs.

KEY PERSONNEL:

Templeton Planning Group's success is built on the quality of its personnel.

Peter Templeton | Principal

Peter Templeton, founder and principal, has been the key spokesperson for many of the highly spirited public EIR scoping meetings that *Templeton Planning Group* has presented. He has also worked closely on a one-on-one basis with planning commissioners and city council members to assist them to understand a project's environmental impacts and proposed mitigation measures. Mr. Templeton has more than 40 years of experience in urban planning and is an expert in the field of land planning, particularly detailed site grading plans with a variety of environmental sensitivities. Mr. Templeton is the recipient of six American Planning Association awards, three National Association of Homebuilders awards and twenty-seven Pacific Coast Builders Conference awards. Mr. Templeton also has planned and been the Principal in charge of some of southern California's most sensitive environmental projects.

Albert Armijo | Environmental Director

Mr. Albert Armijo, *TPG* Environmental Director, will have primary responsibility for performing the City of Rolling Hills requested Scope of Services. Mr. Armijo will assume project management, contact with City of Rolling Hills staff, document review, City staff liaison, and project coordination. Mr. Armijo has more than 30 years of professional planning experience during which he served as Planning Director for three cities, processed discretionary and ministerial applications for public sector and private sector clients, worked extensively with community interest groups, composed scores of staff reports and related resolutions and ordinances, conducted associated project presentations to decision makers and public groups, and composed many environmental documents in compliance with State and Federal requirements and according to local jurisdictional procedures. Mr. Armijo's environmental work during the past three years included serving as the primary author of the following documents:

- Veterans Village Supplemental EIR, City of Lynwood
- Barker Property EIR, Riverside County
- Quail Valley EIR, City of Palmdale, Los Angeles County
- Sterling Medical Office Building EIR, City of Irvine
- Atlantic Avenue Apartments MND, City of Lynwood
- Da Vita Medical Facility MND, City of Lynwood
- Plaza Mexico Residential/Commercial Expansion MND, City of Lynwood
- Vivante Phase I & II Senior Residential Complex, Expanded Initial Study, City of Costa Mesa

References:

- Andre Dupret, Vice President, Development Services, Infrastructure Engineers (former Director of Community Development and Enforcement Services, City of Lynwood); 3060 Saturn Street, Suite 250, Brea, CA 92821, (714) 940-0100
- Steve Jenkins, Quail Valley LLC, 212 South Palm Avenue, Suite 200, Alhambra, CA, 91801, (949) 394-6017
- Mark Pulone, City Manager, City of Yorba Linda, 4845 Casa Loma Avenue, Yorba Linda, CA 92886, (714) 961-7108

In addition, while serving for 6 and one-half years as Planning Director for the City of Aliso Viejo, Mr. Armijo composed the draft Aliso Viejo 2035 General Plan, the text of the draft Aliso Viejo Town Center Vision and Implementation Plan, the draft Art in Public Places Program and Ordinance, and the draft narrative for the proposed Aliso Viejo Community Center. He was a contributing author of the first State-certified Aliso Viejo General Plan Housing Element and of a previous City of Newport Beach General Plan Housing Element. He also has authored white papers on planning topics for the cities of Laguna Hills and Huntington Beach, the draft CEQA Handbook for the City of Jurupa Valley, and the documents listed in his attached resume.

CJ Martinez | Planning Manager

Mr. CJ Martinez, Planning Manager, will assist with project coordination, graphic design, and document organization and review. Mr. Martinez's project experience includes the Quail Valley Specific Plan and EIR in the City of Palmdale, the 2 Osborn Medical Office Building EIR in the City of Irvine, and the Barker Industrial Warehouse in the County of Riverside.

UNDERSTANDING OF SCOPE OF SERVICES

Our understanding of the scope of services that may be needed by the City of Rolling Hills Planning Department is as listed:

1. Typical day-to-day operational planning function (entitlement permitting, conditional use permits, lot line adjustments, subdivisions, peer review of CEQA docs).
2. Plan preparation (General Plan, Housing Element, Transportation/Circulation Plan, and Local Hazard Mitigation Plan).
3. Grant writing/grant research coordination with outside agencies and data collection.
4. Special studies and research as directed by the Planning Department.
5. Record management and project documentation.
6. Monthly status meetings/conference calls with City staff.

FEES

TPG will perform the Services outlined in this proposal as needed by the City. Please notice that TPG has a separate billing rate structure for on-call planning services for governmental agencies. The billing rates are listed below:

**Environmental Services
TPG Billing Rate Schedule**

Peter Templeton, Principal	\$275/hour
Albert Armijo, Environmental Director	\$175/hour
CJ Martinez, Planning Manager	\$120/hour

**On-Call Governmental Planning Services
TPG Billing Rate Schedule**

Peter Templeton, Principal	\$205/hour (-\$70/hr)
Albert Armijo, Environmental Director	\$130/hour (-\$45/hr)
CJ Martinez, Planning Manager	\$108/hour (-\$12/hr)

We look forward to the possibility of establishing a productive working relationship with the City as TPG provides on-call planning and consulting services for the City of Rolling Hills' Planning Department. If you have any questions regarding the contents of this Proposal, please contact Albert Armijo at 949.466.0038. If the proposal is satisfactory, please sign and date below and return to TPG.

Sincerely,



Peter Templeton,
Principal

07-10-2019

Date

Yolanta Schwartz,
Planning Director

Date



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: 8C
Mtg. Date: 07/22/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR
THROUGH: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH ENVIRONMENTAL DESIGN ASSOCIATES (EDA) TO REVIEW AND RECOMMEND ISSUANCE OF PERMITS PER THE ROLLING HILLS WATER EFFICIENT LANDSCAPE ORDINANCE.

DATE: JULY 22, 2019

ATTACHMENT:

- 1. PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL DESIGN ASSOCIATES**
- 2. PROPOSAL FROM ENVIRONMENTAL DESIGN ASSOCIATES**
- 3. PROPOSAL FROM SARAH NOEL, CONSULTING**

BACKGROUND

On May 13, 2019 the City Council adopted Ordinance No. 361 amending the Chapter 13.18 of the Rolling Hills Municipal Code pertaining to Water Efficient Landscape Ordinance. The ordinance was mandated by State law. The ordinance established requirements for projects as small as 500 square feet, depending if the landscaping is part of an administratively approved project or discretionary project. The submittal packet is quite involved and technical, and industry experts are needed to review the technical aspects of the application for compliance with the ordinance and to verify compliance upon completion of the planting.

At the May 13, 2019 City Council meeting, City Council authorized the hiring of consultants to review and recommend issuance of permits. To offset this impact on the City's budget, City Council authorized staff to pass the cost of the application review to the applicants. A refundable deposit of \$5,000 was also approved to be collected at the same time as the application review. The \$5,000 deposit is to incentivize applicants to install landscaping features in compliance with the approved plans and to submit a timely Certificate of Completion to the City. The deposit will be returned in full once the City consultant verifies the applicant's completion.

On June 10, 2019, staff released a Request for Proposal (RPF) for a licensed Landscape Architect Services, On-Call Plan Review and Inspection for Fiscal Year 2019-2020. The scope of work included the review of the applicant's landscape documentation packet for completeness and accuracy, review of the Water Efficient Landscape worksheets, including type of plants, irrigation methods, irrigation efficiency, hydrozone areas, soils, if required, and all other aspects of the required submittal. The scope also included follow up and coordination between the applicant and City staff and inspection of the project upon completion. The consultant would serve as an extension of staff to provide direction and instruction to the applicants and their agents.

On June 26, 2019, two proposals were received from Environmental Design Associates and Sarah Noel, Consulting. Proposals were to be selected based on qualifications, licensing, experience, and references.

DISCUSSION

Both proposals met the submittal requirements as outlined in the City's RFP; except that Sarah Noel, Consulting is not a licensed Landscape Architect. Both proposals were submitted timely, both demonstrated relevant experience and capacity plus the required expertise to perform the work. Environmental Design Associates possess the required license called for in the RFP. Below is a summary of the proposals.

Project		
Provide on call services to review and process landscaping documentation packet to be in compliance with the City of Rolling Hill Water Efficient Landscape Ordinance.	Environmental Design Associates	Sarah Noel, Consulting
Hourly Rate	\$125.00	\$120.00

Based on staff's evaluation of the proposals against the evaluation criteria as outlined in the RPF, staff concluded that Environmental Design Associates has the required certifications for this position and is therefore more qualified to assist the City. EDA is

also familiar with the City and the surrounding areas because the principal, Carrie Manadarino, serves in a similar capacity for the City of Rolling Hills Estates.

FISCAL IMPACT

On June 10, 2019, the City Council adopted the Fiscal Year 2019-2020 budget to include \$10,000 as a pass through for the Landscape Architect for the implementation of the Water Efficient Landscape Ordinance. These funds were allocated to maintain an operating budget in case there is a time lapse in collecting fees from the applicant. The cost of the consulting service will be recovered from the applicants. The City will collect an initial \$1,500 to process the application and to follow up with refunds or additional collections to cover the actual cost

RECOMMENDATION

Staff recommends the City Council approve a Professional Services Agreement with Environmental Design Associates to serve as the on-call consulting Landscape Architect to review and process applications for compliance with the Rolling Hills Water Efficient Landscape Ordinance for Fiscal Year 2019-2020.

**CITY OF ROLLING HILLS
AGREEMENT FOR LANDSCAPE ARCHITECT PROFESSIONAL SERVICES**

THIS AGREEMENT FOR LANDSCAPE ARCHITECT PROFESSIONAL SERVICES ("Agreement") is made and entered into as of _____, by and between the CITY OF ROLLING HILLS, a municipal corporation ("City") and ENVIRONMENTAL DESIGN ASSOCIATES LP, a limited liability company ("Consultant").

R E C I T A L S

A. City desires to retain Consultant to provide professional services to review applicants' landscaping plans and installed landscaping for compliance with the City's Water Efficient Landscape Ordinance (See Rolling Hills Municipal Code Chapter 13.18 (Water Efficient Landscape));

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

C. 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. Services. Consultant shall perform all work necessary to complete in a manner reasonably satisfactory to City the services set forth in the scope of work attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as "Services").

2. Payment. City shall pay Consultant on an hourly basis at the rate of \$125.00 per hour, representing total cost for all labor, equipment, supplies, expenses, materials, and travel incurred by Consultant. Any services and compensation not provided for in this Agreement may be authorized by City in writing and in advance. Consultant shall submit invoices at the conclusion of each inspection project and City will make payment for all work performed to City's reasonable satisfaction within 30 days of receipt of an invoice.

3. Term and Termination. This contract shall be valid for one year from execution of this Agreement, unless extended in writing by both parties. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party in compliance with Section 13 of this Agreement. In such event, City shall compensate Consultant for all work City reasonably determines to be satisfactorily completed up to the date of termination.

4. Insurance. Without limiting Consultant's obligations arising under paragraph 5 - 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:

A. General Liability Insurance insuring City of Rolling Hills, its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Consultant's actions under this Agreement, whether or not done by Consultant or anyone directly or indirectly employed by Consultant. Such insurance shall have a combined single limit of not less than \$1,000,000.

B. Automobile Liability Insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement in an amount of not less than \$300,000 combined single limit for each occurrence. If Consultant or Consultant's employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

C. Worker's Compensation Insurance for all Consultant's employees to the extent required by the State of California. If the Consultant has no employees for the purposes of this Agreement, the Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

D. Professional Liability Coverage for professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or its officers, employees, or agents during the time this Agreement was in effect.

E. Deductibility Limits for policies referred to in subparagraphs A and B shall not exceed \$5,000 per occurrence.

F. Additional Insured. City of Rolling Hills, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs A and B.

G. **Primary Insurance.** The insurance required in paragraphs A and B shall be primary and not excess coverage.

H. **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.

5. **Indemnity.** City agrees to indemnify, hold harmless, and defend at its expense Consultant from any and all claims, actions, losses, damages, charges, expenses, or attorneys' fees to which Consultant may be subject arising out of or resulting from the conclusions and recommendations set forth in any report prepared pursuant to this Agreement. Notwithstanding the foregoing, the City's obligation under this Section shall not apply to any punitive or exemplary damages which may be awarded by a court against Consultant; nor shall this paragraph apply to liability incurred by Consultant for actions outside the Services or which result from wrongful or malicious conduct or negligence, or through the use of any personal vehicle, all as to which Consultant shall indemnify and hold City, its officers, agents, and employees harmless.

6. **Quality of Work Performed.** All work shall be performed to the highest professional standards.

7. **Personnel.** Consultant shall not subcontract the Services set forth in this Agreement.

8. **Compliance with All Laws.** Consultant shall comply with all City, State, and Federal laws in the performance of its Services.

9. **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.

10. **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.

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

12. 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 conduct of Consultant or any of the Consultant's employees, except as herein set forth. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. City shall issue Consultant a Form 1099 in connection with the compensation paid hereunder, and Consultant shall pay all required taxes on amounts paid hereunder.

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

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

CITY: Elaine Jeng, City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

CONSULTANT: Carrie Mandarino, Landscape Architect
Environmental Design Associates
14121 Sawston Circle
Westminster, California 92683

14. Conflict of Interest. Consultant affirms and warrants that he has no financial, contractual, or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Consultant shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

15. Authorized Signature. Consultant affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represents all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

16. Entire Agreement; Modification. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the

**CITY OF ROLLING HILLS
CONTRACT LANDSCAPE ARCHITECT SERVICES**

covenants and agreements between the parties. 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 any other agreement, statements, or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if made in advance, in writing, and signed by both parties. The parties acknowledge and agree that their respective obligations under the Agreement have been fully discharged.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed on this ___ day of July 2019.

CONSULTANT:

Carrie Mandarin, Consulting Landscape Architect

CITY OF ROLLING HILLS:

Elaine Jeng, City Manager

ATTEST:

City Clerk

EXHIBIT A

SCOPE OF WORK

The landscape architect professional will provide on-call services to review landscaping plans, submitted by a project applicant, for compliance with Rolling Hills Municipal Code Chapter 13.18 (Water Efficient Landscape), and upon installation of the landscaping will conduct inspection to verify compliance and secure a Certificate of Completion from the applicant.

As part of the scope of work the following tasks will be performed:

- Review the landscape documentation package for completeness and accuracy;
- Review the required water efficient calculations for the project;
- Review the Water Efficient Landscape Worksheet containing plant factors, irrigation methods, hydrozone areas, and irrigation efficiency;
- Review plants for landscape industry standards for irrigation and planting, adoptability of selected plants to the local climate, and compatibility with design elements found throughout the City;
- Verify all required plan documentation submittals are complete;
- Provide recommendation for plan approval or list required revisions to the plan for compliance. Review subsequent plan submittals;
- Provide communication to the applicant or designer and answer questions;
- Inspect the installed landscape to verify landscape installation conforms to the approved plan.
- Provide the City with an inspection report;
- Secure a Certificate of Completion from the applicant; and
- Attend evening meetings, if needed.

CITY OF ROLLING HILLS
CONTRACT LANDSCAPE ARCHITECT SERVICES

EXHIBIT B

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

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

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

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

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

Consultant Signature

Printed Name of Consultant

Date



RECEIVED

JUN 25 2019

City of Rolling Hills

By _____

June 24, 2019

City of Rolling Hills
Yolanta Schwartz
Planning Director
2 Portuguese Bend Road
Rolling Hills, CA 90274

**Re: Model Water Efficient Landscape Ordinance Compliance
On-Call Landscape Plan Review and Inspection Proposal**

Dear Yolanta,

Thank you for the opportunity to provide a proposal regarding landscape consulting services for compliance with the Model Water Efficient Landscape Ordinance (MWELO). I am pleased to submit a Proposal to provide on-call landscape plan review and inspection services. The following outlines my understanding of the project and identifies the corresponding scope of work.

PROJECT UNDERSTANDING

The City of Rolling Hills adopted the updated State Model Water Efficient Landscape Ordinance and new requirements are now in effect. The City is in need of a landscape architect to provide on-call services to review landscape plans submitted by the project applicant for compliance with the MWELO. Upon installation of the landscape by the applicant, the landscape consultant will conduct an inspection to verify that the landscape was installed per approved plans.

SCOPE OF WORK

The following tasks will be performed per the RFP as part of this scope of work:

- Provide on-call services to review landscape plans submitted to the City of Rolling Hills for compliance with the MWELO. This involves reviewing the landscape documentation package submitted for completeness and accuracy per MWELO requirements.
- Review required water efficient calculations for the project: Maximum Applied Water Allowance and Estimated Total Water Use. Water budget calculations shall adhere to plant factors found within the Water Use Classification of Landscape Species (WUCOLS IV).

City of Rolling Hills
MWELO Compliance Proposal

1

Environmental Design Associates
14121 Sawston Circle . Westminster, CA 92683
714.350.6910

11/20

- Review Water Efficient Landscape Worksheet containing plant factors, irrigation methods, irrigation efficiencies, and hydrozone areas. Plans to be reviewed for required irrigation equipment and design criteria. Irrigation and planting details and notes or specifications for the project shall be reviewed.
- Review plans for landscape industry standards for irrigation and planting, water efficient irrigation equipment and design, and appropriateness and adaptability of selected plants to the local climate. Design elements used should be compatible and enhance the character found throughout the City.
- Verify all required plan documentation submittals are complete: a Certificate of Compliance and a Certificate of Completion.
- Provide the City of Rolling Hills with a letter summarizing plan review findings. The letter will either recommend plan approval or list required revisions to the plan for compliance. Review subsequent plan submittals as required.
- Provide communication to the applicant or designer to answer questions and clarify compliance requirements to facilitate the review process.
- Inspect the installed landscape to verify landscape installation conforms to the approved plan. Provide the City with an inspection report.
- Secure a Certificate of Compliance and Certificate of Completion from the applicant.
- Attend evening meetings if needed

FEE FOR SERVICES

On-call landscape plan review and inspections would be billed to the City at an hourly rate of \$125 per hour, including evening meetings and travel time. The number of hours will depend on the size and complexity of the project, but it is anticipated that the fee collected for the Landscape Packet Review is sufficient.

Carrie Mandarino, sole proprietor of Environmental Design Associates, will be the person responsible for performing all landscape plan check and inspection services. To maintain consistency of the MWELo compliance services, it would be my preference to be the sole consultant providing these services to the community. From my work experience with the City of Rolling Hills Estates and familiarity with the community, I am confident that I will be able to successfully manage the work load of plan checks and inspections for the City of Rolling Hills in a timely manner.

MUNICIPAL PLAN CHECK, MWELo COMPLIANCE QUALIFICATIONS

For over fifteen years I have provided and continue to provide MWELo compliance services to the City of Rolling Hills Estates, performing the exact services specified in this proposal. I have successfully managed the plan check and inspection work load for the city in a timely manner. My professional relationship with the planners at Rolling Hills Estates continues to be very positive. Additionally, I provided MWELo plan check services to the City of Carson and San Dimas until they started to complete in-house.

After the original AB 325 Water Conservation in Landscaping Act was passed, Metropolitan Water District along with 5 water districts adopted a program to provide educational assistance to planners in the 67 member cities within their service district in implementing their landscape water conservation ordinances. As project manager of this program I provided assistance to Cities including:

- Visit planning departments to brief key staff on AB 325 requirements, landscape water conservation, guidelines, and programs.
- Review and comment on city and county landscape ordinances.
- Assist in plan checking activities to determine the qualifications of proposed projects.

Under this program I authored and directed the preparation of a variety of educational materials intended to make the city planning and review process both simple and easy to administer. The following educational materials were developed for distribution:

- Water Budget Short Form for Plan Checking, Checklist of AB 325 plan requirements
- Best Management Practices: Design Guidelines for Water and Resource Conserving Landscapes
- Irrigation and Planting Design Resource Manual for Plan Checking for Planners

REFERENCES

David Wahba, Planning Director, City of Rolling Hills Estates, 310-377-1577

Jeannie Naughton, Senior Planner, City of Rolling Hills Estates, 310-377-1577

Kelley Thom, Planner, City of Rolling Hills Estates, 310-377-1577

Niki Wetzel, Assistant Director of Community Development, City of Lake Forest, 949-461-3479

Robert Perry, Perry and Associates Landscape Architecture, 909-621-4647

LICENSES

California Licensed Landscape Architect, RLA 4769

ISA Certified Arborist, WE-4245A

California Licensed Landscape Contractor C-27, 616037

DPR Qualified Applicator Certificate, 106902

ATTACHMENTS

Attached with this proposal please find the following: Curriculum vitae for Carrie Mandarino, Evidence of licenses.

I appreciate the opportunity to submit a Proposal for On-Call MWELo Compliance Services to the City of Rolling Hills and look forward to assisting your community.

Respectfully Submitted,
Environmental Design Associates

Carrie Mandarino
Registered Landscape Architect #4769

City of Rolling Hills
MWELo Compliance Proposal

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Environmental Design Associates
14121 Sawston Circle . Westminster, CA 92683
714.350.6910

CARRIE MANDARINO

ENVIRONMENTAL DESIGN ASSOCIATES

Landscape Architect, Certified Arborist

Licenses

California Licensed Landscape Architect, RLA #4769

California Licensed Landscape Contractor C-27, #616037

California Qualified Pesticide Applicator Certificate, #106902

Certification

ISA Certified Arborist,
#WE-4245A

IA Certified Landscape Irrigation Auditor

Education

Professional Certificate,
Landscape Architecture,
University of California, Irvine

BS, Environmental Horticulture,
California State University,
Chico

Professional Affiliations

American Society of
Landscape Architects

International Society of
Arboriculture

Irrigation Association

Background

Carrie Mandarino is a landscape architect and certified arborist with over 25 years of experience in providing expertise in the areas of design and plant selection, arboriculture, horticulture, irrigation design, water management, and municipal consulting, with emphasis on resource efficient landscapes. She has provided water efficient landscape ordinance plan check and inspection services to cities and water districts as well as authored educational materials. Landscape projects she has designed offer solutions in the areas of plant suitability, sustainability, irrigation technology, and water management. Many of these designs utilize native and regionally appropriate plants. Clients include cities, water districts, developers, property managers, and associations.

Project Experience

Municipal Consulting Services

- Model Water Efficient Landscape Ordinance compliance plan check services, City of Rolling Hills Estates, City of Carson, City of San Dimas
- AB325 State Water Efficient Landscape Ordinance consultant to Metropolitan Water District, 5 member water agencies, and cities, Los Angeles
- Landscape technical advisor, Metropolitan Water District of Southern California, Los Angeles
- California Water Conservation Council, H2ouse.org website landscape content development, Sacramento
- Assessment of AB325 State Landscape Ordinance, California Urban Water Agencies, Sacramento

Design Projects

- Long Beach City College science building native plant design
- Water Conserving Demonstration Gardens: City of Cerritos, City of Upland, Southern California Water Tank sites, Three Valleys Municipal Water District Headquarters, Park Water District
- San Dimas Senior Center native and drought tolerant landscaping, San Dimas
- Landscape architectural services, arborist, Princeton Townhomes, Irvine
- Landscape design for slopes, streetscape, fuel modification zones, arborist, Portola Hills, Lake Forest
- Landscape entry and project design, Terraces, Laguna Beach
- Landscape design and guidelines, California Cove, Laguna Beach
- Landscape entries and project design, Windflower, Aliso Viejo
- Landscape project design, Terrace, Irvine
- B.K.K. Landfill planting guidelines and irrigation management, West Covina
- Pitzer College landscape design, Claremont

Landscape and Tree Assessments/Management Plans

- Capitol Park Assessment and Education Program, California Integrated Waste Management Board, Sacramento
- Arboricultural assessment, Impacts of root conflicts and tree selection, Landmark Ficus trees, City of Newport Beach
- Ladera Ranch Oak tree guidelines and monitoring, Merit Properties
- Talega Oak tree assessment, Merit Properties
- Tree assessment report, Lake Forest Keys
- Tree assessment report, City of Palm Desert
- Palm tree assessment, Chatelain Estates, Laguna Niguel
- Palm tree assessment, City of San Juan Capistrano
- Landscape assessment and maintenance guidelines, California Cove, Laguna Beach
- Landscape assessment and maintenance guidelines, Windflower, Aliso Viejo
- Landscape assessment and recommendations, EPT Landscape Architecture, Northwoods, Irvine
- Tree assessment, integrated pest management, and forest management plan, Lake Forest Master Association, Lake Forest
- Landscape management plan, EPT Landscape Architecture, Terra Bella, Irvine
- Tree assessment and management plan, Terrace, Irvine
- Tree management plan, Whispering Glen, Shea Homes, Irvine

Remove your new Pocket Certificate
from the receipt portion and carry
it with you at all times.

LANDSCAPE ARCHITECTS TECHNICAL COMMITTEE
2420 DEL PASO ROAD, SUITE 105
SACRAMENTO, CA 95834
916 575-7230

/08/19
/08/19



IMPORTANT

1. Please include your Certificate Number on any correspondence to this office.
2. Notify the Program of any name or address change in writing.
3. Report any loss of this certificate immediately in writing to the Program.
4. Please sign and carry the Pocket Certificate with you.
CARRIE S. MANDARINO

CERTIFICATE NO. 4768
Landscape Architect
CARRIE S. MANDARINO
14121 SAWSTON CIR
WESTMINSTER CA 92683

EXPIRATION
05/31/21

Signature

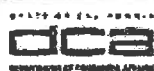
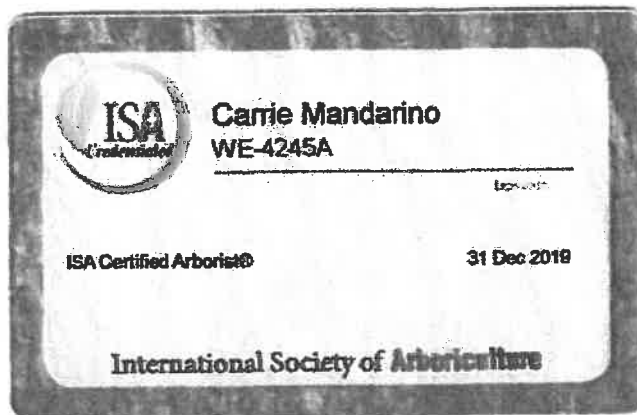
Carrie Mandarin

RECEIPT NO.
91170215

CERTIFICATE NO. 4768
EXPIRATION DATE 05/31/21
RECEIPT NO. 91170215

This is your receipt. Please save for your records.

PLALA 10/31/07



CONTRACTORS
STATE LICENSE BOARD
INACTIVE LICENSE



License Number: **616037** Exp. INDIV
Business Name: **CARRIE SUZANNE MANDARINO**

Classification(s): **C27**

Expiration Date: **03/31/2021**

www.csib.ca.gov



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAC

QUALIFIED APPLICATOR CERTIFICATE



LICENSE #: **106902**
Categories: **BD**

EXPIRES: **12/31/2019**
Issued: **2/7/2018**

CARRIE MANDARINO
14121 SAWSTON CIR
WESTMINSTER, CA 92683

RECEIVED

JUN 13 2019

City of Rolling Hills
By _____

City of Rolling Hills
MWELo Compliance Review
Request for Proposal

To Whom It May Concern,

I am writing in response to the City's RFP for a MWELo review/compliance person. I feel qualified as I am both familiar with MWELo and I have lived in Rolling Hills for the past 11 years. During that time, I have worked with both the City and the Community Association. Attached please find my resume along with a partial list of residential and commercial projects I have completed both in the South Bay and Southern California. For many of these projects, I calculated and submitted the (20 MWELo Calculations to the various Cities Green Building Departments and obtained permits from their Planning Departments.

My billing rate is \$120/hour for field work, office work and any meetings you would like me to attend. My travel time would essentially be zero.

I look forward to speaking with you. Feel free to contact me at (310) 650-5374.

Best Regards,

Sarah Noel

Sarah Noel
8 Hackamore Rd.
Rolling Hills, CA 90274
(310) 650-5374
Class B License # 387200
1exteriordesign@gmail.com

PROFILE:

I have 20+ years Landscape Architectural Design/Drafting experience. I apply my experience and knowledge well. I take pride in my work and am happy to work hard at something that I love and enjoy.

EDUCATION:

Landscape Architecture Studies	UCLA
Landscape Architecture	UC Berkeley
Landscape Architecture	Istanbul, Turkey

SKILLS:

While I studied at UC Berkeley, I worked for 3 years at Navlet's, a thriving Bay Area nursery. This was an excellent hands-on education for me as it taught me how plants, water and design/layout worked together in the "real world." I followed that with a sales and design position at Armstrong Garden Center and then Head Landscape Designer at Rogers Gardens in Newport Beach. I was recruited away to work at Oliver, Inc., a Landscape Design firm located in Newport Coast. Mr. Oliver taught Landscape Architecture at UCLA. I worked there for eighteen months before going to work for Mark Scott Associates (MSA) in Newport Beach, designing the landscape plans for luxury homebuilders John Laing Homes and Toll Brothers among others.

Following are landscape design skills I have mastered:

- AutoCAD 2000 – 2018
- Photoshop
- Google Sketch up – 3D
- Free hand drafting, color rendering, section and elevation
- Axonomic and perspective drawings
- I also have strong knowledge of plant material and design

WORK EXPERIENCE: (Provided design, drafting & permits)

Landscape architectural consultant for Rolling Hills Community Association
Landscape architectural consultant for Rolling Hills Estates

Recent Projects 2016-2019

2154 Westwood Multiunit	Los Angeles
142 E Vernon Properties LLC	Los Angeles
8446 Kirkwood Dr.(Ample Const.)	Hollywood Hills
Forouzesh Residence 3	Rancho Palos Verdes
Charity Residence	Laguna Niguel
Singh Residence	Fresno
Sinan Residence	Laguna Beach
Ample Construction	Newport Beach
Bolour Residence	Santa Monica
Campbell Residence	Rolling Hills Estate
Sanjeev Residence	Redondo Beach
Wang Residence	Wilmington
Barry Residence 2	Pacific Palisades
Barry Residence 1	Pacific Palisades
Meli Residence	Palos Verdes Estates
Purdue Avenue Apartments	Los Angeles
Sarpa Residence	Rolling Hills
Berkeley Homes 1	Santa Monica
Berkeley Homes 2	Santa Monica
W. Bolton	Los Angeles
Calvert Avenue Apartments	Los Angeles
H2O Landscape Design Studios	Culver City
Darlington Residence	Los Angeles
Barour Residence	West Los Angeles
Solliemany Residence	Pacific Palisades
Sarmast Residence	Palos Verdes Estates
Forouzesh Residence	Rancho Palos Verdes
Saadet Residence	Rancho Palos Verdes
Kliss Residence	Palos Verdes Peninsula
Saroyan Residence	Palos Verdes Estates
SK Architects	Palos Verdes Estates
Richie-Bray Landscape Architect	Palos Verdes Estates
Haloossim Residence	Brentwood
Libby Mark Residence	Beverly Hills
Criss Gunderson Architect	Palos Verdes Estates
Roderick Residence	Long Beach
Sarra Residence	Redondo Beach
Mark & Reem Residence	Covenant Hills/Ladera Ranch

Platinum Construction	Redondo Beach
Garlitos Residence	Brea
Home Technique	Redondo Beach
Ample Construction	Newport Beach
Aimee Residence	Palos Verdes Estates

PREVIOUS EMPLOYMENT

Mark Scott Associates, Inc.	Landscape Architect
Oliver, Inc.	Landscape Architect
Richard Fisher Associates	Landscape Architect (contract job)

Worked for Southern California commercial and residential landscape design firms (above). Duties included coordinating with cities and homeowners associations, preparation of landscape construction documents (plans and details), grading and drainage plans, layout and dimension plans, pool and spa plans, lighting plans, irrigation plans and planting plans. I prepared complete, accurate and technically correct construction documents while performing multiple tasks simultaneously - often under tight deadlines.

Rogers Gardens (Newport Beach, CA)

Garden design and renovation. Garden & plant head designer/consultation. Heavy customer interaction.

Armstrong Garden Centers (Newport Beach, CA)

Garden design and renovation. Garden & plant consultation. Heavy customer interaction.

Forma Design Group (Irvine, CA)

My duties included working with planning and urban design teams using my graphic and computer skills. I provided computer graphics, illustrations and press preparation skills, design layouts, color separation and advertising graphics. I also assisted in map/plan illustrative design support. My special focus was real estate and floor plan production. I developed marketing and client liaison skills to promote all the Forma divisions and was an active participant within the marketing committee.

Navlet's Garden Centers (San Francisco, CA)

Acted as salesperson and customer service liaison. Completed garden designs and renovations. Performed garden and plant consultations.

REFERENCES:

Available upon request.



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: 8D
Mtg. Date: 07/22/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

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

SUBJECT: CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WARRINER ASSOCIATES FOR ON-CALL ARBORIST SERVICES TO SUPPORT STAFF IN FIRE FUEL ABATEMENT CODE ENFORCEMENT CASES.

DATE: JULY 22, 2019

ATTACHMENT:

- 1. PROFESSIONAL SERVICES AGREEMENT WITH WARRINER ASSOCIATES, CONSULTING ARBORISTS**
- 2. PROPOSAL FROM WARRINER ASSOCIATES, CONSULTING ARBORISTS**
- 3. PROPOSAL FROM JTL CONSULTANTS, CONSULTING ARBORISTS**

BACKGROUND

In 2018 the City Council implemented a city wide pro-active dead vegetation enforcement program. In February 2019, the City Council amended its Fire Fuel Abatement ordinance (Chapter 8.30 of the RHMC) to include dead trees and shrubs, dead or alive tumbleweed, dead palm fronds and other plants as a public nuisance. The City hired a part time code enforcement officer to implement the pro-active enforcement program. There are times when the residents dispute staff's determination that a plant is dead; rather they say it is dormant or seasonal. Staff is not experts on

plants, and on two occasions in the past, City hired an Arborist to determine the health of the vegetation in question.

On June 10, 2019, the City Council adopted the Fiscal Year 2019-2020 budget. Under Special Project Study and Consultant \$15,000 contingency amount was included. Staff proposes to use a portion of these funds for an arborist. The Arborist would be available on an as needed basis to help staff identify dead vegetation and consult on other landscaping matters. Staff does not expect to have to call on the Arborist more than 10 times a year, for an amount of not to exceed \$6,000.

On June 5, 2019, staff released a Request for Proposal (RPF) for Arborist services. The scope of work included, on an as-needed basis, assist City staff in identifying whether vegetation observed in the field during routine inspections is dead regardless of the season. The consultant would also make recommendations on how to most effectively remove the vegetation, without causing an environmental risk (including but not limited to erosion) and on appropriate replacement vegetation.

On June 20, 2019 two proposals were received from Warriner Associated and JTL Consultants. Proposals were to be selected based on qualifications, licensing, experience, references and cost.

DISCUSSION

Both proposals met the submittal requirements as outlined in the City's RFP. Both proposals were submitted timely, both demonstrated relevant experience and capacity plus the required expertise, certifications and licenses to perform the work. Below is a summary of the proposals.

Project		
Assists in determining whether certain vegetation and trees are dead; recommend effective removal and recommend replacement	Warriner Associates	JTL Consultants
Hourly Rate	\$200	\$150; including travel

Based on staff's evaluation of the proposals against the evaluation criteria as outlined in the RPF, staff concluded that Warriner Associates presented a more efficient work approach, with proven track record of completing projects with other municipal agencies. Mr. Warriner is familiar with the City of Rolling Hills and its trails. Although Warriner Associates proposes a higher hourly rate than JTL Consultants, they are located in Redondo Beach, and the travel time to the City of Rolling Hills would be minimal. JTL Consultants are located in Duarte and their quote of \$150.00 per hour includes travel time. The travel time between Duarte and Rolling Hills could be an hour or more each way, which would increase the hourly rate for a project to more than \$200

per hour. Staff feels that it would be more efficient to select Warriner Associates to perform the work.

FISCAL IMPACT

Staff estimated based on last fiscal year's fire fuel abatement enforcement cases needing the expertise of an arborist, \$6,000 is needed for Fiscal Year 2019-2020. There are sufficient funds in the approved Fiscal Year 2019-2020 budget for the anticipated arborist expense.

RECOMMENDATION

Staff recommends the City Council approve a Professional Services Agreement with Warriner Associates for on-call arborist services to support staff in fire fuel abatement enforcement cases.

**CITY OF ROLLING HILLS
AGREEMENT FOR ARBORIST SERVICES**

THIS AGREEMENT FOR ARBORIST SERVICES ("Agreement") is made and entered into as of July 23, 2019, by and between the CITY OF ROLLING HILLS, a municipal corporation ("City") and WARRINER ASSOCIATES, CONSULTING ARBORIST ("Consultant").

RECITALS

A. City desires to retain Consultant to inspect trees, shrubs, palm fronds, or other plants (herein after referred to as "vegetation") identified by City staff and located in the City of Rolling Hills, evaluate whether such vegetation is dead regardless of the season, prepare a report with Consultant's determination and recommendation, and attend City Council meetings to discuss the report and findings; and

B. Consultant is well qualified by reason of education, licensure by the International Society of Arboriculture, and experience to perform such services; and

C. 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. **Services.** Consultant shall perform all work necessary to complete in a manner reasonably satisfactory to City the services set forth in the scope of work attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as "Services").

2. **Payment.** City shall pay Consultant on an hourly basis at the rate of \$200.00 per hour, representing total cost for all labor, equipment, supplies, expenses, materials, and travel incurred by Consultant subject to a do not exceed amount in the amount of \$6,000. Any services and compensation not provided for in this Agreement may be authorized by City in writing and in advance. Consultant shall submit invoices at the conclusion of each inspection project and City will make payment for all work performed to City's reasonable satisfaction within 30 days of receipt of an invoice.

3. **Term and Termination.** This contract shall be valid for one year from execution of this Agreement, unless extended in writing by both parties. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party in compliance with Section 13 of this Agreement. In such event, City shall compensate Consultant for all work City reasonably determines to be satisfactorily completed up to the date of termination.

4. **Insurance.** Without limiting Consultant's obligations arising under paragraph 5 - 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:

A. **General Liability Insurance** insuring City of Rolling Hills, its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Consultant's actions under this Agreement, whether or not done by Consultant or anyone directly or indirectly employed by Consultant. Such insurance shall have a combined single limit of not less than \$1,000,000.

B. **Automobile Liability Insurance** covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement in an amount of not less than \$300,000 combined single limit for each occurrence. If Consultant or Consultant's employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

C. **Worker's Compensation Insurance** for all Consultant's employees to the extent required by the State of California. If the Consultant has no employees for the purposes of this Agreement, the Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

D. **Professional Liability Coverage** for professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or its officers, employees, or agents during the time this Agreement was in effect.

E. **Deductibility Limits** for policies referred to in subparagraphs A and B shall not exceed \$5,000 per occurrence.

F. **Additional Insured.** City of Rolling Hills, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs A and B.

G. Primary Insurance. The insurance required in paragraphs A and B shall be primary and not excess coverage.

H. 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.

5. Indemnity. City agrees to indemnify, hold harmless, and defend at its expense Consultant from any and all claims, actions, losses, damages, charges, expenses, or attorneys' fees to which Consultant may be subject arising out of or resulting from the conclusions and recommendations set forth in any report prepared pursuant to this Agreement. Notwithstanding the foregoing, the City's obligation under this Section shall not apply to any punitive or exemplary damages which may be awarded by a court against Consultant; nor shall this paragraph apply to liability incurred by Consultant for actions outside the Services or which result from wrongful or malicious conduct or negligence, or through the use of any personal vehicle, all as to which Consultant shall indemnify and hold City, its officers, agents, and employees harmless.

6. Quality of Work Performed. All work shall be performed to the highest professional standards.

7. Personnel. Consultant shall not subcontract the Services set forth in this Agreement.

8. Compliance with All Laws. Consultant shall comply with all City, State, and Federal laws in the performance of its Services.

9. 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.

10. 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.

**CITY OF ROLLING HILLS
CONTRACT ARBORIST SERVICES**

11. Non-discrimination. Consultant shall not discriminate in the hiring of employees or subconsultants on any basis prohibited by law.

12. 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 conduct of Consultant or any of the Consultant's employees, except as herein set forth. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. City shall issue Consultant a Form 1099 in connection with the compensation paid hereunder, and Consultant shall pay all required taxes on amounts paid hereunder.

13. Notices. All notices and communications shall be sent to the parties at the following addresses:

CITY: City Manager
 City of Rolling Hills
 2 Portuguese Bend Road
 Rolling Hills, California 90274

CONSULTANT: Warriner Associates, Consulting Arborist
 PO Box 4061
 Redondo Beach, CA 90277.

14. Conflict of Interest. Consultant affirms and warrants that he has no financial, contractual, or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Consultant shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

15. Authorized Signature. Consultant affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represents all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

16. Entire Agreement; Modification. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties. 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 any other agreement, statements, or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if made in advance, in writing, and signed by both

**CITY OF ROLLING HILLS
CONTRACT ARBORIST SERVICES**

parties. The parties acknowledge and agree that their respective obligations under the Agreement have been fully discharged.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed on this 23th day of July 2019.

CONSULTANT:

Walter Warriner, Consulting Arborist

CITY OF ROLLING HILLS:

Elaine Jeng, City Manager

ATTEST:

City Clerk

EXHIBIT A

SCOPE OF WORK

The City of Rolling Hills is located in the Very High Fire Hazard Severity Zone, as designated by CalFire in 2007. In order to minimize wildfires in the City, the City Council adopted a Fire Fuel Abatement Ordinance (Municipal Code Chapter 8.30), requiring that “every person who owns or is in possession of any property, place, or area within the boundaries of the City shall, at his or her own expense, maintain the property, place or area free from any dead or alive tumbleweed or dead tree, shrub, palm frond or other plant.” At this time, this ordinance is not applicable to slopes greater than 2:1 in gradient. The City’s ordinance requires that the trees, shrubs, palm fronds, or other plants (“vegetation”) must be entirely dead and not in a condition of dying in order to make the determination.

Consultant shall be available to City staff, on an as needed basis, to assist City staff in identifying whether vegetation observed in the field during routine inspections is dead regardless of the season. Consultant shall evaluate the vegetation and, if dead, recommend how to most effectively remove the vegetation, without causing an environmental risk (including but not limited to erosion) and appropriate replacement vegetation, and prepare a report to the City with Consultant’s determination and recommendation. Consultant shall also attend City Council meetings on an as-needed basis as an expert resource upon two weeks’ notice of the City Council meeting.

EXHIBIT B

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

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

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

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

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

Consultant Signature _____

Printed Name of Consultant _____

Date

WALTER WARRINER CONSULTING ARBORIST

Certified Urban Forester #108
Certified Arborist #WE - 407AM
Qualified Tree Risk Assessor - ISA
Pest Control Advisor #71479
EM: wwca621@aol.com

GEORGE GONZALEZ CONSULTING ARBORIST

Certified Urban Forester #107
Certified Arborist #WE - 459AM
Qualified Tree Risk Assessor - ISA
Pest Control Advisor #74907
EM:citytforester@cox.net

*WARRINER ASSOCIATES
URBAN FORESTRY EXPERTS*

47-568 Hakuhale Street
Kaneohe, HI 96744
PH: (808) 439-7489

625 Esplanade. #34
Redondo Beach, CA 90277
PH: (310) 378-1764

RECEIVED

JUN 20 2019

City of Rolling Hills
By _____

June 20, 2019

Ms. Yolanta Schwartz, Planning Director
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Dear Ms. Schwartz,

Warriner Associates is pleased to submit this proposal for consulting services to the City of Rolling Hills.

Warriner Associates is the partnership of Walter Warriner and George Gonzalez, Certified Arborists and Urban Foresters with close to 80 years of combined urban forestry experience in Southern California. We specialize in working with municipalities to seek positive resolution for challenging urban forestry issues. Our focus is on urban forestry policy and planning, tree risk management, tree preservation during development and construction, urban-wildland interface management and long-term public tree management strategies. Our approach involves providing education about the complexities of tree physiology, the benefits of healthy and structurally stable trees, and how investing in urban forestry directly contributes to improved community livability.

We have extensive leadership experience in working with elected and appointed officials, decision makers, city staff and the public to resolve challenging urban forestry issues that require long term and permanent solutions. We have worked with planners, engineers and architects to develop new designs for improved streetscapes that will minimize root infrastructure conflicts. We have worked with contractors and developers to create specifications and practical techniques for tree preservation during construction.

We have conducted public outreach meetings on urban forestry issues and have worked with individual property owners to resolve property line tree disputes or tree view conflicts. We have been sharing our knowledge and experience with the tree care profession through educational presentations at seminars and conferences since 1994.

As urban foresters we have had hundreds of thousands of trees of various species under our care. We have seen the long term results of hundreds of urban design projects that involve street tree installations. We have observed and studied the growth habits and characteristics of thousands of trees that have been planted in the right locations and the wrong locations. We have personally inspected trees that have had their roots cut for infrastructure repairs, suffered storm damage, been removed or relocated, and have both personally dissected thousands of trees and tree parts.

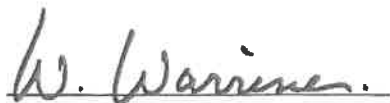
Some of our specific field services include: site investigations and tree evaluations to prepare fuel modification plans for fire prevention; mitigation measures for tree-view conflicts or root-infrastructure conflicts; tree health diagnostics; tree risk assessments; tree appraisals; designing tree protection programs for development projects and insuring contract compliance during construction; tree inventories for management programs, review and update tree care specifications, guidelines and Best Management Practices; native tree protection guidelines and landscape inspections for contract compliance and efficiencies.

We currently provide services to the cities of Long Beach, Newport Beach, Torrance, Cerritos and El Monte. We have also worked with various Planning and Public Works Departments in the cities of Los Angeles, Inglewood, Irvine, Rancho Palos Verdes, Palos Verdes Estates, Rolling Hills, Hermosa Beach and Manhattan Beach on development projects that involve tree preservation and an equitable installation of new trees to offset the tree loss. We have also produced several tree management plans for homeowner associations and school districts that include multi-year pruning programs and guidelines for long-term tree management.

Warriner Associates proposes to provide the City of Rolling Hills with a Consulting Arborist on an as needed basis to assist staff in determining the management of vegetation and trees. We will evaluate vegetation and trees designated by city staff, make recommendations for the removal of dead vegetation, the maintenance of any remaining vegetation and provide recommendations for replacement plant material. Each inspection will be followed up with a report to the City on the determination of plant health and condition, specifications for removals in a way that will minimize any negative environmental impact and information about the most suitable plant material to use for replacements. We will also be available to attend meetings upon request by the City and serve as its expert resource to provide guidance on the best course of action for addressing trees and/or vegetation that is dead, dying or in a state of decline.

We have included our CV's and Fee Schedule with this proposal. Please let me know if you need any additional information or clarification.

Respectfully submitted,



Walter Warriner Consulting Arborist
Warriner Associates
Urban Forestry Experts

Walter Warriner Consulting Arborist

625 Esplanade #34
Redondo Beach, CA 90277
(310) 378-1764

47-568 Hakuhale Street
Kaneohe, HI 96744
(808) 439-7480
EM wwca621@aol.com

PROFESSIONAL CREDENTIALS & AFFILIATIONS

Certified Urban Forester #108; *Society of American Foresters.*

Certified Arborist # WE - 407AM; *International Society of Arboriculture.*

Qualified Tree Risk Assessor; *International Society of Arboriculture.*

Licensed Pest Control Advisor #71479; *State of California.*

Qualified Pesticide Applicator #44607; *State of California.*

Licensed Landscape Contractor C-27 #651840; *State of California. (currently inactive)*

Councilmember, National Urban & Community Forest Advisory Council (NUCFAC)

Member of International Society of Arboriculture. (*Past-President of Western Chapter 2001 - 2002*)

Member of American Society of Consulting Arborists

Member of Society of Municipal Arborists

Member of Society of American Foresters

Member of Street Tree Seminar. (*Past-President 2001*)

EDUCATION

1975 Colorado Mountain College; Construction Management

1983 Agriculture Technology; Windward Community College, Hawaii

1984 Business Accounting; University of Hawaii Cooperative Extension

1984 Irrigation Design; College of the Desert, Palm Desert, California.

1986 Pesticide Safety; College of the Desert, Palm Desert, California.

1986 Short Course in Horticulture; University of California Extension, Los Angeles, CA

1986 Pacific Southwest Maintenance Management School, National Parks & Rec. Assn.

1990 UCLA Extension Landscape Architecture Program

1995 Arboricultural Consulting Academy, American Society of Consulting Arborists

2006 Municipal Forestry Institute, Society of Municipal Arborists

2015 Tree Risk Assessment Qualification, International Society of Arboriculture

PROFESSIONAL HISTORY

1988 - Current

Walter Warriner Consulting Arborist

Consulting Arborist & Urban Forester

As a Consulting Arborist and Urban forester my services include site investigations, tree diagnoses, landscape inspections, tree risk assessments, tree appraisals, tree inventory and management programs, root pruning techniques with alternative designs to accommodate root growth, construction management and damage mitigation, and expert testimony.

- * Consultations on tree management programs, park facility maintenance and open space for government agencies, school districts, homeowner associations and private residents.
- * Development of long-range urban forest master plans, tree preservation ordinances and budget estimates for annual tree maintenance operations.
- * Project management of capital improvement projects including project planning, design, engineering, contract administration and maintenance programs.
- * Technical field observations to assure compliance with proper construction methods, horticultural and irrigation practices, cost-effective management programs, identification of and the elimination of potential risks associated with trees in public areas.
- * Development of policies and procedures regarding the care and maintenance of trees in parklands, greenbelts and open spaces.
- * Establishing work standards, policies and procedures for landscape maintenance and/or tree care contractors and city maintenance staff.
- * Development and administration of tree inventories and annual tree trimming contracts.
- * Development and regulation of annual budgets for annual tree maintenance programs.
- * Developing preventive maintenance programs for urban trees.
- * Writing specifications for and administration of annual landscape maintenance programs.
- * Providing written reports regarding treatments for view restoration and tree replacements.
- * Diagnosing and treating pests, which threaten the health of trees.
- * Supervision of contractors and the monitoring of all related contract expenditures.

3/97 – 12/12

Community Forester for the City of Santa Monica
2600 Ocean Park Boulevard, Santa Monica, CA, 90405

As Community Forester my responsibilities involved the implementation of Santa Monica's Long Range Urban Forest Master Plan. I managed the City's 4.2 million dollar urban forest budget that included grants and capital improvement projects. I participated in design strategies for large-scale public improvement projects including review and approval of all public and private development plans that impacted city trees. I represented the City of Santa Monica at various national, state and local organizations on urban forestry related issues. I regularly made public presentations on urban forestry issues in Santa Monica to various organizations, commissions and the City Council.

12/94 – 3/97

Vice President at Golden Bear Arborists, Inc.
146 E. Railroad Ave., Monrovia, CA, 91016

During my tenure with Golden Bear Arborists, Inc. it was a full service landscape contracting firm with annual revenues of 10 million dollars and 200 full and part time employees. As Vice President I managed contracts with municipal, county, state, and federal agencies. I was responsible for the all facets of the company including project management, daily job production, administration of certified payrolls, risk management, consultations and plant diagnostics, all trade accounts, accounts receivable and accounts payable.

4/85 – 12/94

Consulting Arborist & Landscape Specialist at Charles Abbott Associates, Inc.
27401 Los Altos, #220, Mission Viejo, CA 92691


Charles Abbott Associates (CAA) is a contract service provider to state and local government agencies. The firm provides expertise in building & safety, city engineering, public works, environmental and fire prevention. CAA has provided services to its client cities since 1984. During my tenure with Charles Abbott Associates as a Consulting Arborist I regularly consulting in a variety of capacities with the following cities:

City of Rancho Palos Verdes	<i>Parks Manager</i>	City of Moorpark	<i>Consulting Arborist</i>
City of Palos Verdes Estates	<i>City Forester</i>	City of Chino Hills	<i>Landscape Specialist</i>
City of Bradbury	<i>City Arborist</i>	City of Lomita	<i>Consulting Arborist</i>
Town of Apple Valley	<i>Consulting Arborist</i>	City of Aliso Viejo	<i>Landscape Specialist</i>

SPEAKING ENGAGEMENTS

2000	Western Center for Urban Forestry	<i>Educating Related Disciplines on Tree Care Needs</i>
2001	Western Tree Management Symposium	<i>Educating Related Disciplines on Tree Care Needs</i>
2001	Western Chapter ISA	<i>Using Computers for Tree Management</i>
2001	Western Chapter ISA	<i>Managing Heritage Trees in the Urban Environment</i>
2001	American Society of Consulting Arborists	<i>Rubber Sidewalks for Easier Root Management</i>
2002	California Urban Forests Council	<i>Educating Related Disciplines</i>
2002	Aloha Arborists Association	<i>Alternative Sidewalks & Improved Root Care</i>
2002	Western Chapter ISA	<i>Alternative Sidewalks & Improved Root Care</i>
2003	International Society of Arboriculture	<i>The Modern Arborist; Results of the ISA Survey</i>
2003	American Public Works Assoc.	<i>Alternative Sidewalks & Improved Root Care</i>
2003	Public Workshop - City of Santa Monica	<i>Yale Street Street Repair & Reforestation Program</i>
2003	Society of Municipal Arborists	<i>Putting Your GIS Program to Work</i>
2003	California Urban Forests Council	<i>Marketing Urban Forestry Through Education</i>
2003	City of San Marino City Council	<i>Alternative Sidewalks & Improved Root Care</i>
2004	City of Santa Clarita Engineering Dept.	<i>Alternative Sidewalks & Improved Root Care</i>
2004	City of Santa Monica	<i>Preserving Tree Canopy for the 21st Century</i>
2004	Town of Oakville, Canada	<i>Implementing an Urban Forest Management Plan</i>
2004	International Society of Arboriculture	<i>Reaching Out Within Your Agency</i>
2005	Western Tree Management Symposium	<i>Reaching Out Within Your Agency</i>
2005	California Tree Failure Annual Report	<i>Assessing Mature Eucalyptus Trees; What to Look For</i>
2005	ISA Michigan Chapter Annual Conf.	<i>GIS Program for Urban Forestry</i>
2005	Tree Care Industry Assoc. Annual Conf.	<i>Contracting for Municipalities</i>
2006	Municipal Forester's Institute	<i>Risk Management Approach to Urban Forest Renewal</i>
2006	ISA Rocky Mtn. Chapter Annual Conf	<i>Risk Management Approach to Urban Forest Renewal</i>
2006	ISA Rocky Mtn. Chapter Annual Conf	<i>Contracting for Municipalities</i>
2006	ISA Texas. Chapter Annual Conf	<i>Implementing Urban Forest Policies</i>
2007	Great Lakes Trade Expo & Conference	<i>Improved Root Care & Alternative Sidewalks</i>
2007	City of Ann Arbor, Michigan	<i>Implementing Urban Forest Policies</i>
2007	Municipal Forester's Institute	<i>Developing Urban Forest Master Plans</i>
2008	Municipal Forester's Institute	<i>Developing Urban Forest Master Plans</i>
2008	Society of Municipal Arborists	<i>Developing Urban Forest Master Plans</i>
2010	Society of Municipal Arborists	<i>Roles & Relationships of Urban Forestry</i>
2010	Landscape Industry of Hawaii	<i>Professionalism in the Landscape Industry</i>
2011	Western Tree Management Symposium	<i>The Urban Forest Network</i>
2011	Society of Municipal Arborists	<i>Planning Strategies for Urban Forestry</i>
2011	Partners in Community Forestry	<i>Create an Urban Forest Legacy Through Long Range Planning</i>
2012	Western Tree Management Symposium	<i>Long Range Planning for Urban Forestry</i>
2012	Partners in Community Forestry	<i>Risk Management</i>
2014	Municipal Forester's Institute	<i>Managing Change in Urban Forestry</i>
2017	International Society of Arboriculture	<i>Municipal Arborist Certification - Prep Course</i>
2018	Society of Municipal Arborists	<i>Imbedding Tree Preservation in Construction</i>
2019	Western Chapter ISA	<i>A 35 Year Perspective of Pest Infestations</i>

CREDENTIAL VERIFICATION




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Credential Verification

Certification ID search 'WE-0407AM' returned 1 records

[Back to Search](#)

First Name	Last Name	City	State / Province	Country	Credentials
Walter	Warriner	Kaneohe	HI	UNITED STATES	ISA Certified Arborist® ISA Certified Arborist Municipal Specialist® ISA Tree Risk Assessment Qualification

[Explanation of ISA verification credentials](#)
[Explanation of ISA qualifications](#)



International Society of Arboriculture
www.isa-arbor.com • p. +1 217 355 9411 • isa@isa-arbor.com

George Gonzalez, Consulting Arborist

1621 W 25th Street
San Pedro, CA 90732
(424) 368-4422
EM: cityforester@cox.net

47-568 Hakuale Street
Kaneohe, HI 96744
(808) 439-7480
wwca621@aol.com

PROFESSIONAL CREDENTIALS & AFFILIATIONS

Certified Urban Forester #107; Society of American Foresters
Certified Arborist # WE-0459AM; International Society of Arboriculture
Qualified Tree Risk Assessor; International Society of Arboriculture
Licensed Pest Control Advisor #74907; State of California
Member of Society of Municipal Arborists (*Past President 2008*)
Member of Street Tree Seminar Inc. (*Past President 2005*)
Member of Western Chapter of International Society of Arboriculture
Member of American Society of Consulting Arborists
Member of International Society of Arboriculture
Member of California Agriculture Pest Control Advisors

EDUCATION

1975 Landscape Design and Maintenance Course, San Pedro CA
1986 Certified Arborist Course, South Coast Botanical Gardens Palos Verdes, CA
1988 Pest Control Advisor Preparatory Course, Riverside, CA
1993 Horticulture Certification Course, El Camino College, Torrance, CA
1999 Urban Forestry Academy, Cal Poly San Luis Obispo, CA
2000 Symposium on Roots & Infrastructure Damage, UC Davis, CA
2006 Municipal Forestry Institute, Society of Municipal Arborists
2017 Tree Risk Assessment Qualification, International Society of Arboriculture

PROFESSIONAL HISTORY

2015 - Current

George Gonzalez,

Consulting Arborist & Urban Forester

As a Consulting Arborist and Urban Forester my services include site investigations, tree diagnoses, landscape inspections, development of urban forest management plans, tree risk assessments, tree appraisals, tree inventory and management programs, root pruning techniques with alternative designs to accommodate root growth, construction management, damage mitigation and expert testimony.

- * Consultations on tree management programs, park facility maintenance and open space for government agencies, homeowner associations and private residents.
- * Presentations regarding long range urban forest master plans, tree preservation ordinances, budget estimates for annual public works maintenance operations and water conservation.
- * Development and administration of tree inventories and annual tree pruning contracts.
- * Development and regulation of annual budgets for annual tree maintenance programs.
- * Development of policies and procedures regarding the care and maintenance of street trees, parklands and open space.
- * Monitoring the health of urban trees through a preventive maintenance program.
- * Development of native tree/protected tree management strategies
- * Diagnosing and treating pests, which threaten the health of trees.
- * Providing written reports regarding tree pruning for view restoration, view equity concerns and tree replacements.
- * Project management of capital improvement projects including project planning, design, engineering, and contract administration and maintenance programs.
- * Writing specifications for and administration of annual landscape maintenance programs.
- * Supervision of contractors and the monitoring of all related contract expenditures.
- * Establishing work standards, policies and procedures for landscape maintenance and/or tree care contractors and city maintenance staff.
- * Technical field observations to assure compliance with proper construction methods, horticultural and irrigation practices, cost-effective management programs, identification of and the elimination of potential hazards in public areas.

1998-2015

Chief Forester, City of Los Angeles,
1149 S. Broadway Los Angeles CA, 90015

As Chief Forester over the City's Urban Forestry Division my responsibilities involved the management of Los Angeles' urban forest. I managed the annual budget of 15 million dollars that included grants and capital improvement projects for the complete care of the urban forest. I participated in design strategies for large-scale public improvement projects including review and approval of all public and private development plans that impacted city trees. I represented the City of Los Angeles at various national, state and local organizations on urban forestry related issues. I regularly made public presentations about urban forestry issues in Los Angeles and throughout the country to various professional and community organizations, boards, commissions, city councils and Mayors.

As Chief Forester my general responsibilities included but were not limited to:

- * Oversee the management of 700,000 street trees
- * Oversee the maintenance 300 acres of landscaped median islands throughout the City
- * Managed a staff of over 230 employees
- * Staff liaison to the city's Community Forest Advisory Committee.
- * Review and approval of construction plans through the City's plan check and permit process.
- * Development of the annual budget and work plan for the urban forest program.
- * Manage all contract work and oversee the work of all in-house and contract personnel.
- * Wrote contract specifications for the city's comprehensive urban forest maintenance program and special projects that include root-pruning specifications for sidewalk repair projects for public improvement projects.
- * Worked with various community groups on tree planting projects.
- * Conducted public education for the community at workshops.
- * Prepared and posted informational brochures on the City's social media sites.
- * Assisted in developing the Mayor's "Million Trees L.A." and later the "City Plants" tree planting programs.

1994 – 1998

Street Tree Superintendent I, City of Los Angeles.

As Street Tree Superintendent I, my duties increased to include the maintenance of 300 acres of landscaped median islands and the management of half of the City's street tree population of approximately 350,000 trees.

1985 – 1998

Street Tree Supervisor II, City of Los Angeles.

Began as a Tree Surgeon, performing tree pruning and removals for the Bureau of Street Services. Promoted to Street Tree Supervisor II was responsible for the inspection and management of the street trees within a management area that encompassed 15 square miles and 120,000 urban trees. Oversaw the maintenance of the trees and supervised various size crews ranging in size from 2 to 9 person crews that performed routine and specialized tree maintenance as well as responding to tree related emergencies. I also managed the production of multiple contract crews performing work for the City within my management area.

SPEAKING ENGAGEMENTS

2001 Western Tree Management Symposium, Los Angeles, CA.
2001 Western Chapter ISA, Los Angeles, CA.
2002 California Urban Forests Council, Los Angeles, CA.
2002 Western Chapter ISA
2002 American Public Works Assoc. Kansas City MO.
2003 American Public Works Assoc. San Diego, CA.
2003 Society of Municipal Arborists, Santa Monica, Ca.
2003 Arizona Tree Care Council, Prescott AZ.
2004 American Public Works Assoc. Atlanta, GA.
2005 Western Tree Management Symposium, Los Angeles, CA.
2005 American Public Works Assoc. Minneapolis MN.
2005 Society of Municipal Arborist, Winsor, Ontario Canada
2006 Municipal Forester's Institute, Lake Arrowhead, CA.
2007 American Public Works Assoc. San Antonio, TX.
2008 Society of Municipal Arborists, San Diego, CA.
2008 New York State Urban & Community Forest Council, Ithaca, NY
2008 International Society of Arboriculture, St. Louis, MO.
2014 Western Chapter ISA, Pasadena, CA.
2016 League of California Cities, Los Angeles, CA,
2017 Municipal Forester's Institute, Lake Arrowhead, CA.

The above speaking engagements focused on the following subject matter:

Improved Root Care & Reducing Sidewalk & Tree Root Conflicts;

Improved Root Care for the Modern Arborist,

Marketing Urban Forestry Through Education Alternative Sidewalks & Improved Root Care;

Alternative Sidewalks & Improved Root Care;

Preserving Tree Canopy for the 21st Century;

Developing a large-scale green waste recycling program;

Implementing an Urban Forest Management Plan;

Reaching Out Within Your Agency;

The City of Los Angeles' Native Tree Protection Ordinance;

Developing and Maintaining Urban Forestry Professionalism;


Urban Forest Network Planning Strategies;

Long Range Planning for Urban Forest Management;

Managing Change in Urban Forestry;

Leadership Principles for Urban Forestry.

CREDENTIAL VERIFICATION




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Credential Verification

Certification ID search "WE-0459AM" returned 1 records

First Name	Last Name	City	State / Province	Country	Credentials
George	Gonzalez	San Pedro	CA	UNITED STATES	ISA Certified Arborist® ISA Certified Arborist Municipal Specialist® ISA Tree Risk Assessment Qualification

[Explanation of ISA certification credentials](#)
[Explanation of ISA qualifications](#)



International Society of Arboriculture

www.isa-arbor.com • p: +1 217 355 9411 • isa@isa-arbor.com

FEE SCHEDULE
Warriner Associates
Urban Forestry Experts
wwca621@aol.com

625 Esplanade #34
Redondo Beach, CA 90277
(310) 378-1764

47-568 Hakuhale Street
Kaneohe, HI 96744
(808) 439-7480

Arboricultural and Urban Forestry Consulting	\$200 per hour
Landscape Construction Inspections	\$175 per hour
Litigation & Mediation Consulting	\$275 per hour
Deposition & Court Testimony	\$550 per hour
Retainer for Litigation Consulting	\$2,500 minimum
Tree Inventories & multi-year Management Plans	\$5,000 minimum
Protected Tree Reports	\$2,000 minimum
Tree Risk Assessment Reports	\$1,800 minimum
Tree Appraisal Reports	\$1,500 minimum
General Report Services	Quoted at time of site visit, otherwise billed at a rate of one hour per page for the final report.
Travel fees for areas outside the South Bay	Hourly rate from point of origin to site unless written arrangements are made in advance.

JTL Consultants
Consulting Arborists and Botanists

RECEIVED

JUN 12 2019

City of Rolling Hills
By _____

June 12, 2019

Yolanta Schwartz,
Planning Director
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
(310) 377-1521

Re: Request for Proposal for Arborist Contract Services

Yolanta,

You requested JTL Consultants to provide a proposal to the City of Rolling Hills for arborist contract services, on an as needed basis, to assist City staff in determining whether or not certain vegetation, including trees, are alive.

Scope of Work

JTL Consultants will be available to city staff, on an as needed basis, to assist staff in determining whether certain vegetation and trees, observed in the field during routine inspections, are alive, regardless of the season. An ISA Certified Arborist will evaluate the vegetation and trees, and if found to be dead, will recommend how to most effectively remove them, without causing an environmental risk, such as erosion, recommend appropriate replacement vegetation and/or trees, and prepare a report to the City of the determination and recommendations. The City's ordinance requires the trees and vegetation must be entirely dead, and not in a condition of dying, in order to make the determination. The consultant shall also attend meetings on an as-needed basis as an expert resource.

Fee Schedule

The fee for the Scope of Work will be \$150 per hour, including travel time to and from the City of Rolling Hills

Sincerely,

Ted Lubeshkoff
Registered Consulting Arborist

952 Buena Vista Street • Duarte, CA 91010
(626) 358-5690 • info@JTLconsultants.com

JEANNINE LUBESHKOFF

Registered Consulting Arborist

JTL Consultants, Principal

(626) 890-4051 | Jeannine@JTLconsultants.com

EDUCATION

California Polytechnic State University – San Luis Obispo – Bachelor of Science

Ecology and Systematic Biology with a Concentration in Botany, 1995. Courses included Plant Taxonomy, Field Botany, Plant Ecology, and Systematic Botany.

CERTIFICATIONS

- Registered Consulting Arborist #500, American Society of Consulting Arborists
- Certified Arborist WE-8445A, International Society of Arboriculture
- Qualified Tree Risk Assessor, International Society of Arboriculture

EXPERTISE

- Protection of Trees during Construction
- Plant Identification
- Tree Surveys and Inventories
- Oak Tree Evaluation
- Tree Ordinance Compliance
- Tree Risk Assessment
- Restoration and Construction Monitoring
- Tree and Plant Appraisal
- Report Writing
- Botany Surveys

EXPERIENCE

Registered Consulting Arborist, JTL Consultants

July 2011 – Present

Duarte, CA

- Wrote Protected Tree Reports and collected information for sites within Los Angeles, Mount Washington Glassell Park Specific Plan, Malibu, El Monte, Arcadia, Pasadena, Bradbury, San Marino, Thousand Oaks, and Glendale
- Prepared Tree Risk Assessments, Tree Appraisals, and Oak Tree Evaluations
- Produced and oversaw the implementation of the Tree Reduction Pruning Plan for the City of El Monte at Mountain View Park
- Monitored tree protection during demolition and construction
- Observed directional boring and replacement of gas main and residential service lines through root zones of protected trees

TED LUBESHKOFF

Registered Consulting Arborist

JTL Consultants

(626) 358-5690 | Ted@JTLconsultants.com

EDUCATION

Utah State University – Logan, UT College of Natural Resources, 1981-1985

University of La Verne – La Verne, CA – Bachelor of Science, Natural History, 1988

CERTIFICATIONS

- Registered Consulting Arborist #513, American Society of Consulting Arborists
- Certified Arborist WE-8446A, International Society of Arboriculture
- Qualified Tree Risk Assessor, International Society of Arboriculture

PROFESSIONAL SERVICE

- American Society of Consulting Arborists – American Forests “Ask an Arborist”
- International Society of Arboriculture – Proctor for Certified Arborist Exam
- Western Chapter of ISA – Consulting Arborist Committee
- Street Tree Seminars – Executive Board Director

CONTRIBUTING AUTHOR

Example Reports for Consulting Arborists, 3rd Edition

American Society of Consulting Arborists, 2013

9707 Key West Avenue, Suite 100, Rockville, MD 20850

EXPERTISE

- Management Recommendations to Improve the Health and Condition of Trees
- Treatment Recommendations for Tree Pathogens and Pest
- Tree Health Evaluations of Native and Non-native Trees
- Tree Protection during Construction
- Tree Inventories and Mapping
- Tree Failure Evaluations
- Tree Risk Assessments
- Tree Appraisals
- Tree Ordinance Compliance

EXPERT WITNESS TESTIMONY

Betencourt vs. Revilla: Provided a deposition as an expert fact witness involving tree appraisals for unauthorized pruning at a private residence, September 2017.

Li vs. City of Pasadena: Proved a deposition as an expert fact witness involving personal injury due to a tree failure at Kidspace Museum, September 2016.

NOTABLE PROJECTS

Post-fire Tree Evaluations, Malibu, CA December 2018

City of El Monte, March and December 2016, and December 2017

Tree Reduction Pruning Plan and Supervision to meet Federal Aviation Administration height requirements.

Southern California Gas Company (Supply), May-June 2014 and April-May 2015

Construction monitoring of oaks at the Meadview Avenue Gas Line Replacements and the Quigley Canyon Gas Line Replacement in Santa Clarita, CA.

CITY OF BRADBURY PROJECTS

Royal Oaks Drive Residence (#2), Bradbury, CA May 2018

Construction monitoring during demolition of two houses, swimming pool, and outbuildings within the tree protection zone of native oaks.

Royal Oaks Drive Residence (#1), Bradbury, CA 2015 through 2016

Submitted Tree Preservation Report for 35 trees, conducted tree inventory and mapping report, and updated reports as work progressed.

Oak View Estates, Bradbury, CA August 2017 and March 2018

Conducted and submitted a tree inventory, mapping, and Tree Preservation Report for 200 acres of undeveloped land adjacent to U.S. Forest Service boundary. Also conducted and submitted a Fuel Modification Plan Impact Report on Oak Woodland.

Baranca Drive Residence, Bradbury, CA May 2016

Conducted and submitted a tree inventory, tree mapping, and Tree Preservation Report of 64 trees on a 3.5-acre parcel.

Mount Olive Drive, Bradbury, CA April 2016

Conducted and submitted a tree inventory, tree mapping, and Tree Preservation Report of oak trees on a 2-acre parcel.

Lemon Avenue Residence, Bradbury, CA March 2016

Conducted and submitted a tree inventory, tree mapping, and Tree Preservation Report of oaks on a 1.35-acre parcel.

Sycamore Lane Residence, Bradbury, CA January 2016

Conducted and submitted a tree inventory, tree mapping, and Tree Preservation Report of 167 trees on an 8-acre parcel.

Gardi Street Residence, Bradbury, CA April 2013

Conducted Assessment Report of unauthorized pruning oaks on 4-acres.

The American Society of Consulting Arborists

*in recognition of fulfillment of the requirements for
Registered Consulting Arborist® status*

confers upon

Jeannine Lubeshkoff, RCA #500

Registered Membership



ASCA
AMERICAN SOCIETY OF
CONSULTING ARBORISTS

Alan H. Jones

Alan H. Jones, RCA #364
President

Beth W. Paly

Beth W. Paly, CAE
Executive Director

The American Society of Consulting Arborists

in recognition of fulfillment of the requirements for

Registered Consulting Arborist® status

confers upon

Ted Lubeshkoff, RCA #513

Registered Membership

12/19/2011



Dr. James R. Clark, RCA #357
President



Beth W. Palya, FASAE, CAE
Executive Director



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: 10A
Mtg. Date: 07/22/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDERATION AND APPROVAL OF \$1,500 FOR A SUMMER INTERN THROUGH EXP SUMMER INTERNSHIP PROGRAM.

DATE: JULY 22, 2019

ATTACHMENT:

- 1. EXP INTERNSHIP PROGRAM EMPLOYER HANDBOOK**
- 2. EXP 2019 SUMMER INTERNSHIP PROGRAM FAQ**
- 3. EXP SUMMER INTERN REQUEST FORM**

DISCUSSION

City Hall has five full time staff and two part-time staff. Between March and May 2019, two of the five full time positions became vacant resulting in re-distribution of workload to the three full time and two part-time staff.

In late May 2019, Councilmember Pat Wilson inquired with staff if the City operations can use the help of a summer intern. Councilmember Wilson serves on the Board of the organization EXP. EXP has an internship program for 11th grade students enrolled in high school throughout Southern California aimed to prepare them for tomorrow's workplace. Councilmember Wilson connected staff to the EXP Program Manager and the program was able to place an intern, Jennifer Sanchez at City Hall on July 1, 2019.

The EXP Internship Program allows the employer and the intern to set hours agreeable to both parties. To incentivize students to participate in the program, the employers are to provide a scholarship or a stipend to the intern. Part-time interns are paid \$1,500, while full time interns are paid \$2,900.

The internship with Ms. Sanchez will be six weeks long: July 1, 2019 through August 9, 2019. Her hours at City Hall are from 8am to 1pm Monday through Thursday. For the week of July 1, 2019 Ms. Sanchez assisted staff with the production of Block Captain resident kits for zone captains and inventory city documents kept in boxes for digitizing. Ms. Sanchez will also assist with the public counter, phone coverage as well as database entry related work. Based on the work hours, Ms. Sanchez's internship with the City is considered part-time.

Councilmember Wilson offered to pay for Ms. Sanchez's internship with the City.

At the July 15, 2019 City Council meeting, concerns relating to having an intern at City Hall were raised. Specifically, concerns of violating child labor laws, labor laws, minimum wage requirements, and risks associated with working with youth, and employing a minor.

The EXP Summer Internship Program Supervisor Handbook 2019 included as an attachment to this report addresses several concerns raised at the July 15, 2019 meeting. The EXP Summer Internship Program requires the consent of the minor's parent/guardian to participate in the program. Additionally, supervisors of the interns are required to track the hours of the participant with the participant's timesheet. If the participant is scheduled to intern over 6 hours in a day, the participant is advised to take at least a half hour lunch. The handbook addresses timesheet requirements, intern on field trips, general safety, and emergency medical treatment, termination, and child labor laws. Additionally, staff consulted with the City Attorney's office for an opinion on employing an intern that is a minor. Given that the City Hall intern is conducting office work, the type of work seems low risk. Public agencies are permitted to have volunteers and volunteers can receive a stipend. In summary, the City Attorney did not express concerns with the City participating in the EXP Summer Internship Program.

FISCAL IMPACT

There are sufficient funds in the approved FY 2019-2020 budget under Administration to pay for the part-time summer intern.

RECOMMENDATION

Given the current void in staffing at City Hall, the timing of a summer intern is appropriate. Moreover, the internship program is purposed to provide exposure to real world experience for the next generation of workforce. With the multi-benefit arrangement, staff is recommending to the City Council to fund the summer intern.



POWERED BY **PROLOGIS**



EXP™ Summer Internship Program Supervisor Handbook 2019

Megan Mendoza
EXP Program Manager, Internship and Outreach
megan@expfuture.org | (310) 562-9505

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INTRODUCTION

Welcome to the EXP™ Summer Internship Program. EXP offers 11th grade students from the following schools an opportunity to gain life-changing work experience:

- Barstow High School
- Carson High School
- Gardena High School
- Intellectual Virtues Academy
- Narbonne High School
- Phineas Banning High School
- Rancho Dominguez Preparatory School
- Roosevelt High School
- San Pedro High School

We appreciate your cooperation and participation in the program.

This manual was prepared as a general guide to help you understand the working relationship among your business, the participant's internship experience, and the program. It also provides general information regarding processes and forms used in the operation of the program. Inside this manual you will find valuable information that will help answer many of your questions. Program staff will provide you with further details and will remain available throughout the program to address your concerns and answer your questions as they arise.

As the Internship Site Supervisor you play a significant role in the internship experience of the participants. You have the opportunity to acquire valuable assistance for your business while providing important training experiences and support that will aid participants in their future employment endeavors.

This internship will provide students the opportunity to develop positive work habits, attitudes and job readiness skills. Our goal is that students explore careers in our service areas and earn an internship position in the community.

Students participate in a series of programs that lead up to this Summer Internship experience:

- **Work Readiness Workshops:** Topics include: Networking, Dress for Success, Basic Office Duties, Customer Service, Microsoft Office Excel, Resume & Cover Letter Basics.
- **Industry Coaching:** Business professionals serve as mentors and guide students on personal and essential business skills
- **Mock Interviews:** Industry partners interview students
- **Internship:** Six-week paid internship with a participating business within an industry of interest to the student
 - Students will complete a part-time or full-time internship **between June 24, 2019 and August 2, 2019. During the course of their internship, a part-time intern will work an average of 15-20 hours per week, a full-time intern will work an average of 35-40 hours a week if full-time** to ensure that they obtain a valuable internship experience.

- Students will not be permitted to transfer to an alternate internship site once an assignment has been made, unless circumstances dictate the need for a transfer, and upon approval from the program staff.

Please read this handbook carefully and keep it for reference. Should you need any additional information that is not provided in this handbook, please contact Megan Mendoza at (310) 562-9505 (Megan@expfuture.org).

PROGRAM GOALS AND OBJECTIVES

The Program is designed to provide students with a meaningful internship experience and entry-level work skills. Through the Program, students will gain:

- Structured and well-supervised training experience
- Opportunities to explore vocational interests
- Exposure to different work settings
- Opportunities to participate in academic enrichment programs
- Leadership and mentoring opportunities

As the Internship Site Supervisor, you have the opportunity to help participants acquire many valuable job-related skills such as:

- Good work habits and refined attitudes
- Appreciation of good values and conduct
- Positive employee/supervisor relationships
- Punctuality and time management
- Job responsibility
- The importance of education within the context of work
- Effective communication in the work place

ROLE OF THE INTERNSHIP SUPERVISOR

Internship Site Supervisors are regular employees of your organization and will directly supervise participants on the job. While the participants have received a full orientation to program requirements, participants will have a better chance to succeed in their jobs if Internship Site Supervisors also explain what is expected of them. Supervisors should take time to re-orient participants to specific features of their work experience participation such as:

- Internship schedule
- Organization's rules (as they apply to the participant)
- Time and length of breaks
- Name and telephone number of person(s) to notify when the participant will be late or absent
- Safety procedures and person(s) to whom accidents are to be reported

- A clear explanation of exactly what responsibilities will be expected from the participant, including an explanation of the criteria by which the participant's work attitudes and habits will be evaluated
- Timesheet reporting system

Internship Site Supervisors are responsible for:

- Ensuring participant timesheets are complete and accurate
- Supervision of participants, along with guidance and training as appropriate
- Working with EXP Program Manager (Megan) to resolve problems as they arise
- Maintaining copies of relevant forms, including a copy of the Worksite Agreement Form and Supervisor Handbook.

ROLE OF PROGRAM MANAGERS

Program Staff will be available throughout the duration of the program to support the Internship Site Supervisors and participants engaged in program activities. Staff will be responsible for:

- Mediation of any problems on the job between the participant and Internship Site Supervisor.

You can reach EXP Program Manager, Megan Mendoza via email and or phone throughout the duration of the internship program. Program Staff is here to guarantee a safe and fun internship experience.

FIRST DAY PROCEDURES

Participants will be instructed to present their Participant Placement Letter on the first day of their internship. The Participant Placement Letter is verification that the participant is ready to start their internship.

An orientation should be provided to the participant on their first day. The orientation should include the following:

- Procedures for reporting to training
- Identification of assigned supervisor and alternate supervisor
- Participant work responsibilities and schedule
- Rules and regulations of the agency or department, especially those of which pertain to the participant (including, but not limited to, appropriate dress, site safety procedures and drug and alcohol policies)
- Lengths of breaks and where they can be taken
- Telephone numbers to call when participant will be late or absent from training
- Training duties and assignments
- Procedures for dealing with any problems that may occur during training
- Sign-in procedures/schedule

- Internship Site Supervisor expectations (including performance, attitude, and conduct)
- Introduction to other agency employees
- Emergency medical treatment procedures

See Attachment A: Intern Orientation Check List**THINGS TO REMEMBER WHEN WORKING WITH YOUTH**

- As an Internship Site Supervisor, you will be introducing these young adults to the world of work by placing a high value on education and effort. The success of the participants in the program may very well mean success later in school and in regular employment. Welcome the participants enthusiastically, and let them know that you are genuinely interested in them.
- Be aware of the age differences among participants. All participants, regardless of age, should be allowed to try out different tasks, within the limits set forth by Child Labor Laws.
- It is important that no useful task be undervalued. You must be willing and able to describe each task. When participants understand the meaning and importance of the tasks they perform, it helps them develop a positive attitude toward training.
- Participant's skills can be fully developed in a site's day-to-day function, especially if programs are designed to interest participants in pursuing educational and/or career goals.
- Ensure that there is sufficient staff and adequate supervision, including alternate supervisors. The Internship Site Supervisor (or alternate supervisor) must be present at all times at each site where/when the participants are interning.
- Ensure that sufficient work has been developed to occupy all assigned interns during hours of training.
- Maintain internship sites that are safe and sanitary.

The following has been found to be helpful when working with youth:

- Describe the tasks and explain how it fits into the total internship.
- Perform the task one step at a time. Repeat until the participant understands and is ready to demonstrate.
- Have the participant perform the task explaining each key point as the task is being performed.
- Compliment satisfactory performance, or re-demonstrate when participant does not show understanding.
- Assign the participant to the task. Encourage questions.

REQUIRED DOCUMENTATION

As an Internship Site Supervisor, you will be provided, and will maintain participant records. Program Staff will provide you copies of the following forms:

- Participant Contact information, Alternate Contact and Medical consent.
- Work Permit submitted by student to worksite (if applicable)
- Participant timesheets (completed daily and submitted promptly every Friday)

GRIEVANCE PROCEDURE

EXP Program Managers may serve as mediators and they should be called anytime there is a problem with a participants' performance, absenteeism or relationship with coworkers. Communication between the Internship Site Supervisor and EXP Program Managers is critical to participants' success at the site and their acquisition of skills. The participant has agreed to the rules and requirements of the program; therefore, EXP Program Managers are responsible to see that this agreement is being followed.

If a grievance occurs:

- First, try to work it out with the participant
- If it is not possible to work it out, call the EXP Program Managers. Program Manager(s) will meet with the Internship Supervisor and participant
- If the problem remains unresolved after the EXP Program Staff and Internship Site Supervisor have met; Program Manager will take further action

SEXUAL HARASSMENT

Sexual harassment is unwelcome attention of a sexual nature. It is harmful and it is illegal. Sexual touching, grabbing, pinching or intentionally brushing up against someone in a sexual way can all be considered harassing behavior. Even obscene comments, looks, teasing and rumors can be forms of harassment.

Program participants have been advised to inform others (e.g. supervisors, coworkers, staff) when certain behaviors occur and make them feel uncomfortable. If the person on the receiving end of a behavior, action or speech doesn't like it or is disturbed by it, it may be harassment and it is definitely wrong to continue. Program participants will inform EXP Program Managers if they believe they have been sexually harassed, and will communicate directly with the Internship Site Supervisor.

PARTICIPANT'S CIVIL RIGHTS

No one applying for or enrolled in the EXP Summer Internship Program may be denied services or discriminated against because of race, color, creed, religion, sex, national origin, age, disability, political affiliation or beliefs, and limited English proficiency. All

youth have the right to file a grievance and have their complaint heard by the appropriate designated Equal Opportunity Officer.

WEEKLY FRIDAY WORKSHOPS

Participants are required to attend weekly Friday summer workshops in from 8:00am to 12:00pm in order to share weekly experiences and to review important life skills.

Worksites are not required to pay participants for the time spent at the workshop (4 hours). The worksite can decide to count those four hours towards their total workweek hours or to exclude them.

See Attachment B: Weekly Friday Workshops Schedule

TIME AND ATTENDANCE PROCEDURES

A timesheet is used to track the number of hours the participant interns. Every day, each participant must keep a record of the time that he/she has interned. The participant must write the time he/she arrives to the internship site on the Participant Timesheet, and must also write the time he/she leaves for the day.

If the participant is scheduled to intern over 6 hours in a day, the participant is advised to take at least a half hour lunch. Time/hours spent on lunch breaks are not included as part of the participant's internship hours. Regular breaks may be provided at the discretion of the Internship Site Supervisor. Participants are not permitted to intern over 8 hours in a day or 40 hours in a week.

All participants, when she/he finds it necessary to be absent from the site, are required to:

- Give advance notice of intention to be absent, regardless of the reason. If this cannot be done in person, the participant should telephone the Internship Site Supervisor as soon as she/he knows that she/he will be unable to report to internship site that day.
- The Supervisor should ensure that the participant has the phone number and name of the person to whom the absence must be reported.

The Internship Site Supervisor is requested to notify EXP Program Managers about the participant's absenteeism when:

- The participant is absent more than two consecutive days regardless of the reason or whether the participant has reported the absence to the Internship Site Supervisor.
- It appears to the Internship Site Supervisor that the participant is absent too frequently or is establishing a pattern of absenteeism.

TIMESHEETS

At the end of the day, the Internship Site Supervisor must review the Participant Timesheet and check it for accuracy. If the time-in/time-out times listed are accurate, the Supervisor must calculate the total hours the youth interned for that day and record it on the timesheet. Supervisor must initial for each day the participant works. The hours worked will be totaled at the bottom of the timesheet and signed by participant and Internship Site Supervisor. Students are to submit hardcopies of the timesheet every Friday by 8am during the weekly Friday Workshops.

EXP needs to keep track of the weekly work schedule/hours for each student, hence it is important for timesheets to be submitted on time by all participants.

Requirements:

- **Use a blue or black pen. Pencil may not be used on timesheets**
- **Make sure the Supervisor's signature and Participant's signature is on the timesheet**
- **When completing timesheets, hours must be recorded in quarters (for example, 15 minutes=.25; 30 minutes=.5; 45 minutes=.75). Please round off hours to the nearest 15-minute interval**

See Attachment C: Participant Time Sheet

FIELD TRIPS

The participant is allowed to go on field trips during their workday. If the participant will be attending an evening and/or weekend event please notify EXP Program Managers via email 3 days prior to trip.

The participant is not allowed to go on overnight field trips unless approved by EXP Program Managers and the participant's guardians.

GENERAL SAFETY AND EMERGENCY MEDICAL TREATMENT

Participating organizations and/or businesses must ensure that participating internship sites are sanitary, non-hazardous, and adhere to health and safety codes as regulated by the State Division of Labor Standards and Enforcement, and State and Federal Child Labor Laws. Each internship site shall provide youth with information on the organization's specific rules to ensure their safety.

Internship sites must have a safety plan for regular employees and interns. Supervisors must cover the following topics with the youth:

- Location and proper use of fire extinguisher and fire exit
- Location of first aid kits
- Use of office telephone system to call 911

- Safe use of office equipment
- Proper techniques for safely lifting and carrying more than 15 pounds
- Office policies for handling violent or abusive clients and customers

The following are procedures for providing medical attention to participants who have been injured while working:

- A. For serious injuries or medical emergencies, call 911 immediately. Certain conditions should always be treated as an emergency, such as: chest pains, difficulty breathing, unconsciousness, etc.
- B. The Participant's Medical Consent & Contact Information form will be provided to Internship Site Supervisor providing medical attention. The form provides verification of consent to seek medical attention for the participant.
- C. Regardless of the severity of the injury, the participant and/or Internship Site Supervisor should immediately contact EXP Program Managers to inform him/her of the participant's injury.

TERMINATION AND TRANSFER OF PROGRAM PARTICIPANTS

The following are potential grounds for suspension and/or termination of a participant:

- Fraud and/or dishonesty (e.g., falsifying time sheets)
- Under the influence of drugs or alcohol
- Misuse/abuse of property
- Fighting or use of abusive language
- Inappropriate attire (repeated dress code violations)
- Continuous absenteeism or tardiness
- Refusal to participate in internship activities (Weekly Friday Workshops)
- Disruptive behavior and/or attitude
- Theft

Note: Internship Site Supervisors may only suspend a participant. Only EXP Program Managers can transfer or terminate a participant from the internship program.

Internship Supervisor must call EXP Program Managers should any problems occur. Internship Supervisors must document all problems and/or incidents that may occur with the participant.

If suspension is deemed necessary, the Internship Site Supervisor must have the participant sign out. The reason for the suspension must be documented. At that point, the Internship Supervisor should not take any further action. EXP Program Manager(s) will make the determination to either terminate or transfer the participant.

MONITORING AND SUSPENSION OF PARTICIPATING SITES

EXP Program Managers may randomly select internship sites for review. Monitoring visits include a review of site conditions, compliance with Child Labor Laws, as well as supervisor and participant interviews.

The following may constitute immediate suspension of a site participating in the Program and removal of youth participants.

- Physical and/or verbal abuse of participants
- Any form of harassment, including sexual
- Staff under the influence of drugs and/or alcohol

CHILD LABOR LAWS

All employers, worksites or other agencies providing employment, work experience or training for youth must comply with all applicable Federal and State Child Labor Laws, including provisions of the Fair Labor Standards Act (FLSA).

In California, no youth under 18 may:

- Drive a motor vehicle on public streets as part of work experience.
- Drive a forklift.
- Use powered equipment like a circular saw, box crusher, meat slicer or bakery machine.
- Intern in or engage in following activities: wrecking; demolition; excavations or roofing; logging or saw mills; handling, serving or selling alcoholic beverages; areas where there is exposure to radiation.
- Work more than 4 hours per day or 20 hours per week while school is in session
- Work more than 8 hours per day or 40 hours per week when school is not in session.

In addition, participants may not be engaged in work experience activities at:

- Casinos or other gambling establishments
- Swimming Pools

When Federal and State laws both apply, the more restrictive law prevails.

Youth generally must attend school until the age of 18, unless they are 16 or older and have graduated from high school or received a State Certificate of Proficiency. Minors are required to attend school must have a work permit on file.

For more information, the complete Child Labor Law pamphlet 2013 can be located at: <http://www.dir.ca.gov/dlse/childlaborlawpamphlet.pdf>

2019 EXP Internship Program Staff Contact Sheet

EXP Program Manager, Internship & Outreach, Megan Mendoza, should be included in all correspondence for your Summer Internship concerns. Each school has a program representative who should be contacted for any questions, comments or concerns. Please contact the appropriate person for your school according to the list below

School	EXP Program Rep	Email address	Phone number
Banning High School	Ana Cortez	Ana@EXPfuture.org	(562) 277-6133
Carson High School	Alejandra Garcia	Alejandra@EXPfuture.org	(562) 753-5366
Gardena High School	Alejandra Garcia	Alejandra@EXPfuture.org	(562) 753-5366
Intellectual Virtues Academy	Megan Mendoza	Megan@EXPfuture.org	(310) 562-9505
Narbonne High School	Martha Maciel	Martha@EXPfuture.org	(310) 648-4155
San Pedro High School	Martha Maciel	Martha@EXPfuture.org	(310) 648-4155
Rancho Dominguez Prep	Alejandra Garcia	Alejandra@EXPfuture.org	(562) 753-5366
Roosevelt High School	Ana Cortez	Ana@EXPfuture.org	(562) 277-6133

ATTACHMENT A: EXP INTERN ORIENTATION CHECKLIST

Intern's Name: _____ Date: _____

Supervisor's name: _____

Welcome and Introduction

- ☐ Company philosophy, goals and purpose

Tour of Workplace

- ☐ A tour of the work place
- ☐ An overview of the company safety plan
- ☐ Introductions to coworkers

Tour of Employee Facilities

- ☐ Restrooms
- ☐ Breakroom/Lunch room
- ☐ Where to store personal belongings
- ☐ Other: _____

About the Company

- ☐ Discuss company organizational structure
- ☐ Review type of business products, services
- ☐ Overview of who the customers are
- ☐ Other: _____

Department/Position Specifics

- ☐ Explanation of work schedule
- ☐ Review of dress and conduct code
- ☐ Review of hours, breaks and lunch policies
- ☐ Location of time clock or sign-in
- ☐ Attendance requirements, including procedures for calling in when absent
- ☐ Relationship to workin with other departments or coworkers

Job Specifics

- ☐ How to use the phones and office equipment
- ☐ Supplies, paper, pens, etc.
- ☐ Job description, work-based learning plan and evaluation process

Safety Training

- ☐ Safety plan
- ☐ Special hazards
- ☐ Accident prevention

Supervisor Expectations

- ☐ Dress code including clothing, hair and jewelry
- ☐ Work performance including productivity and work
- ☐ Company culture

Materials

- ☐ Organizational charts
- ☐ Telephone directory
- ☐ Security procedures

ATTACHMENT B: WEEKLY FRIDAY WORKSHOP SCHEDULE

JUNE 28, 2019	NO WORKSHOP
JULY 5, 2019	Summer Internship Workshop #1 <i>Pulse check and summer project overview</i> Location: TBA 8 a.m. – 12 p.m.
JULY 12, 2019	Summer Internship Workshop #2 <i>Financial Literacy and Community College Overview</i> Location: TBA 8 a.m. – 12 p.m.
JULY 19, 2019	Summer Internship Workshop #3 <i>Public Speaking 101, Alumni Success, and CSU Dominguez Hills Overview</i> Location: TBA 8 a.m. – 12 p.m.
JULY 26, 2019	Summer Internship Workshop #4 <i>Program Take-aways, Cal Maritime Overview</i> Location: TBA 8 a.m. – 12 p.m.

ATTACHMENT C: PARTICIPANT TIMESHEET

This time sheet is to be submitted weekly, signed by you and your supervisor. A hard copy will be due every Friday at the beginning of the workshop at 8 a.m.

Participant's name: _____ Supervisor's name: _____

Academy: _____ Internship site: _____

Day	Date	Time In	Time Out	Total Hours	Supervisor Initials
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					

I verify and accept full responsibility for the above information. I understand that if the information is not correct, I may be subject to disciplinary actions as outlined in the Participant Handbook.

Participant's signature _____ Supervisor's signature _____ Date _____

ATTACHMENT D: INTERNSHIP WORKSITE SUPERVISOR HANDBOOK RECEIPT

**INTERNSHIP WORKSITE SUPERVISOR
HANDBOOK/ORIENTATION
RECEIPT VERIFICATION**

2019 EXP SUMMER INTERNSHIP PROGRAM

I have been provided a copy of the EXP Summer Internship Program Worksite Supervisor Handbook and informed of the expectations and requirements for the program. In addition, I was directed to the website in this handbook to obtain an electronic version of the Child Labor Laws Pamphlet 2013.

I understand the information provided and that I may contact EXP should I have any questions or require assistance any time.

Supervisor's name (Print)

Supervisor's signature

Internship worksite name

Date



POWERED BY **PROLOGIS**

UNLOCK OPPORTUNITIES FOR HIGH SCHOOL STUDENTS BY HIRING OR SPONSORING AN EXP INTERN FOR SUMMER 2019

The EXP Internship Program: Powered by Prologis is a year-long journey for 11th-grade EXP (formerly ITEP) students enrolled in high schools throughout Southern California. This program brings together employers, educators and parents to prepare high school students for tomorrow's workplace. By participating in the Internship Program, students build professional competence and personal confidence, setting them up for success in school, career and life.

Impact a Student's Future

Inspire ambition and provide EXP students with resume-worthy work experience that will lead them toward academic and career success.

Invest Locally

Serve the community where you work and raise awareness for your company and industry.

Create a Future Hiring Pool

Today's students are tomorrow's leaders. Your support opens the doors for future employee recruitment.

For more information or to complete an Intern Request Form, contact:

Megan Fowler, EXP Program Manager, Internship & Outreach
megan@expfuture.org | 310-562-9505

In partnership with:





FREQUENTLY ASKED QUESTIONS

When will interns report to employer worksites?

EXP interns work for a total of six weeks beginning on Monday, June 24, 2019 and ending on Friday, August 2, 2019. On Fridays, students will participate in four-hour EXP workshops. EXP will also host an internship culmination event on Friday, August 2, 2019 for participating employers, supervisors, school administrators, and parents.

What training do EXP students receive to prepare them for internships?

Prospective interns attend six workshops throughout the school year which cover essential business skills including professional communication, dressing for success, financial literacy, interview preparation and networking. In addition, prospective interns submit an application, letter of recommendation, cover letter and resume for the program.

Will EXP interns be scheduled part-time or full-time?

Employers may choose to host part-time interns (20-30 hours per week) or full-time interns (30-40 hours per week). Work schedules are determined by mutual agreement between each employer and matched intern.

What is the funding commitment to host EXP interns?

EXP seeks to ensure that all interns receive some type of financial support as part of their experience, either through their employer's payroll or via scholarship award. If your company is unable to host interns but would like to enable this experience for students, sponsorship opportunities are available.

We've never hosted a high school intern. What type of assistance can EXP provide to guide us?

In addition to providing a comprehensive employer orientation, EXP can assist employers in creating work plans for interns and can connect you with past employers who can share tips on how to make the internship experience a success for both students and employers.

How are EXP interns matched with employers?

Employers are encouraged to participate in mock interviews on Tuesday, April 16, 2019 to prepare students for formal interviews. Formal interviews with employers will take place on Tuesday, June 11, 2019 and preferences for matching will be collected from both employers and interns.

Which high schools do EXP interns attend?

EXP students from the following schools are eligible to participate in the 2019 Internship Program:

Barstow High School	Phineas Banning High School (Wilmington)
Carson High School	Rancho Dominguez Preparatory High School
Gardena High School	(Carson/Long Beach)
Narbonne High School (Harbor City)	Theodore Roosevelt High School (East Los Angeles)
Intellectual Virtues Academy (Long Beach)	San Pedro High School



2019 EXP INTERNSHIP PROGRAM EMPLOYER CALENDAR

Tuesday, April 16	Mock interviews with prospective interns
Friday, May 31	Deadline to submit Intern Request Form
Tuesday, June 11	Formal employer interviews with prospective interns
Tuesday, June 18	Employer orientation
Monday, June 24	EXP interns report to employer worksites
Friday, June 28	EXP interns report to EXP workshops
Friday, July 12	
Friday, July 19	
Friday, July 26	
Friday, August 2	Last day for EXP interns at employer worksites Internship culmination event

2018 EXP INTERNSHIP EMPLOYERS

Alameda Corridor Transportation
 Authority
 Al Dahra ACX, Inc.
 AltaSea at the Port of Los Angeles
 Andeavor
 Avalon Risk Management
 Boys & Girls Club of Carson
 Boys & Girls Clubs of the Los Angeles
 Harbor
 Cabrillo Marine Aquarium
 NFI California Cartage
 CDTech
 City of Carson
 Coalition for Clean Air
 CRAFTED at the Port of Los Angeles
 CSU Dominguez Hills
 The Custom Goods Companies
 Fast Lane Transportation, Inc.
 Friends of Banning's Landing
 Green Worldwide Shipping
 Harbor Breeze Cruises
 International Trade Education Programs
 Jesse F. Moreno, CPA

KPFF Consulting Engineers
 Los Angeles Port Police
 Manson Construction Co.
 Marine Exchange of Southern California
 Maritime Preservation Trust
 Metro Ports
 Nova Freight
 Office of Assemblymember
 Mike A. Gipson
 Office of Assemblymember
 Patrick O'Donnell
 Office of Assemblymember
 Miguel Santiago
 Office of Congresswoman Nanette
 Diaz Barragan
 Office of Los Angeles City
 Councilmember Joe Buscaino
 Office of Los Angeles City
 Councilmember Marqueece
 Harris-Dawson
 Office of Los Angeles City
 Councilmember Jose Huizar
 Office of Los Angeles County Supervisor
 Janice Hahn

PACE Services/ecBarstow.com
 Pacific Battleship Center
 Partnership for Los Angeles Schools
 Peacock Piper Tong + Voss LLP
 Port of Los Angeles
 Ports America
 San Pedro Chamber of Commerce
 San Pedro Waterfront Arts District
 SBCC, Thrive LA
 Signature Auto Collision
 Sirens Java & Tea House
 SoCalGas
 The Triangle Group
 Toberman Neighborhood Center
 Total Transportation Services, Inc.
 United States Coast Guard - Sector LA/LB
 United Way of Greater Los Angeles
 Valero Energy Corporation
 Watson Land Company
 Williams Clarke Company, Inc.
 Wilmington Chamber of Commerce
 Wilmington YMCA
 Yusen Logistics
 Yusen Terminals LLC

Intern Request Form 2019

Return form to: EXP Attn: Megan Fowler

2417 E. Carson Street, Suite 200, Carson, CA 90810

megan@expfuture.org P: (310) 562-9505 F: (310) 518- 8055

BUSINESS/ORGANIZATION INFORMATION

Business/Organization Name					
Type of Sector/Industry					
Please select ONE of the following categories: <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/> Government Agency					
Complete Address					
City		State		Zip Code	
Contact Name / Title					
Office Work #		Work Cell #			
E-Mail		Website			

INTERNSHIP INFORMATION

Internship Position Title		
Number Available positions		
Hours	Part-Time <input type="checkbox"/> Full- Time <input type="checkbox"/> Expected Weekly Hours: _____ Start time: _____ End time: _____	

SKILLS / QUALITIES required of the intern(s) before they are considered for placement.

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PAYMENT METHOD



POWERED BY PROLOGIS

Intern Request Form 2019

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- ☐ Employer Paid Hourly Salary \$ _____
- ☐ Unpaid
- ☐ Employer Funded Scholarship – Pay directly to intern
- ☐ \$1,500 part-time ☐ \$2,900 full-time
- ☐ Employer Funded Scholarship – Through EXP (Included an administrative fee, payable to EXP)
- ☐ \$1,650 part-time ☐ \$3,200 full-time
- ☐ Other: _____