



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA
Regular Council Meeting

CITY COUNCIL
Monday, April 26, 2021

CITY OF ROLLING HILLS
7:00 PM

SUPPLEMENTAL

This meeting is held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020.

All Councilmembers will participate by teleconference. The meeting agenda is available on the City's website. A live audio of the City Council meeting will be available on the City's website. Both the agenda and the live audio can be found here: <https://www.rollinghills.org/government/agenda/index.php>.

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

Zoom access: <https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09>
Or dial (669) 900-9128
meeting ID: 872 2717 5757 passcode: 780609

Audio recordings to all the City Council meetings can be found here:
<https://cms5.revize.com/revize/rollinghillsca/government/agenda/index.php>

While on this page, locate the meeting date of interest then click on AUDIO. Another window will appear. In the new window, you can select the agenda item of interest and listen to the audio by hitting the play button. Written Action Minutes to the City Council meetings can be found in the AGENDA, typically under Item 4A Minutes. Please contact the City Clerk at 310 377-1521 or email at cityclerk@cityofrh.net for assistance.

Next Resolution No. 1275

Next Ordinance No. 371

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. **MEETING MINUTES**

4.A. [MINUTES:Â REGULAR MEETING OF APRIL 12, 2021.](#)

RECOMMENDATION: Approve as presented.

[2021-04-12_CCMinutes.P.docx](#)

5. **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.

5.A. [PAYMENT OF BILLS.](#)

RECOMMENDATION: Approve as presented.

[Check Voucher Register - Council Report Expenditures from 4-26-2021.pdf](#)

5.B. [ADOPT ORDINANCE NO. 370 AMENDING CHAPTER 8.36 OF TITLE 8 OF THE ROLLING HILLS MUNICIPAL CODE, FLOOD PLAIN MANAGEMENT REGULATIONS, FOR COMPLIANCE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM \(NFIP\).](#)

RECOMMENDATION: Waive full reading and adopt Ordinance No. 370.

[Ordinance_RE_Floodplain_Management_Regulations_.pdf](#)

[City_of_Rolling_Hills_Chapter_8.36___FLOODPLAIN_MANAGEMENT_REGULATION](#)

5.C. [REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MARCH 2021.](#)

RECOMMENDATION: Approve as presented.

[0321 - Rolling Hills YTD Tonnage Report.pdf](#)

5.D. [PENINSULA CITIES JOINT OPPOSITION LETTER TO AB 377, OVERHAUL OF STORMWATER REGULATIONS.](#)

RECOMMENDATION: Approve as presented.

[joint letter of oppositions AB 377.pdf](#)

[SUPPLEMENTAL Joint Letter Opposing AB 377_executed.pdf](#)

5.E. [UPDATE TO NAKAMURAS' REQUEST FOR APPLICATION FEE REIMBURSEMENT.](#)

RECOMMENDATION: Receive and file

[24 Cinchring, ext.docx](#)

5.F. [OPPOSITION LETTER TO AMENDED SB 9 \(ATKINS\) INCREASED DENSITY IN SINGLE-FAMILY ZONES](#)

RECOMMENDATION: Receive and file.

[Amended SB 9 Opposition Letter.pdf](#)

5.G. [A PROCLAMATION DECLARING THE MONTH OF APRIL AS EARTHQUAKE](#)

PREPAREDNESS MONTH.

RECOMMENDATION: Approve as presented
[Proclamation.pdf](#)

6. **COMMISSION ITEMS**

NONE.

7. **PUBLIC HEARINGS**

NONE.

8. **OLD BUSINESS**

NONE.

9. **NEW BUSINESS**

- 9.A. CITY COUNCIL REVIEW OF FISCAL YEAR 2020-2021 YEAR-END REVENUE AND EXPENDITURE PROJECTIONS AND ANNUAL CPI PROJECTIONS.

RECOMMENDATION: Receive and file.

[Consumer Price Index News Release.pdf](#)
[FY 2020-21 General Fund Projections.pdf](#)

- 9.B. RECEIVE AND FILE COMMUNITY FEEDBACK ON VEGETATION MANAGEMENT IN THE CANYONS FROM FOCUS GROUP MEETING HELD ON APRIL 14, 2021; AND CONSIDER AND APPROVE RECOMMENDATIONS FROM COUNCILMEMBER LEAH MIRSCH.

RECOMMENDATION: Receive and file information from focus group meeting and approve Councilmember Leah Mirsch's recommended follow up actions.

[Focus_Group_Agenda_2021-04-14.pdf](#)
[FOCUS GROUP.docx](#)
[FocusGroupComments.v2.xlsx](#)
[PriorityCanyonsIdentifiedByFireDepartment2021.pdf](#)
[FocusGroupPresentationToCityCouncil-2021-04-26.pptx](#)

- 9.C. CONSIDER AND APPROVE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR FY2021-2022.

RECOMMENDATION: Approve as presented.

[21-22 Committee Assignments_2021-04-22.pdf](#)

- 9.D. CONSIDER AND AUTHORIZE EXECUTION OF THE SECOND AMENDMENT TO THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) MEMORANDUM OF UNDERSTANDING (MOU).

RECOMMENDATION: Approve and authorize execution of the Second Amendment to the CIMP MOU.

[Executed CIMP MOU 2016.pdf](#)
[CIMP_SMBBTMDL_MOU_Amendment 2018 \(body only\).pdf](#)
[PVP1 CIMP MOU-2nd Amendment.pdf](#)

- 9.E. [CONSIDER AND APPROVE AN AGREEMENT WITH HQE SYSTEMS, INC. FOR THE BLOCK CAPTAIN COMMUNICATIONS PROJECT.](#)

RECOMMENDATION: Staff recommends that the City Council approve a Professional Services Agreement with HQE Systems, Inc. for consulting services for the Block Captain Communications Project.

[Professional Services Agreement _ HQE Systems, Inc. \(FINAL\)-c1.docx](#)

[Exhibit A - HQE Systems - Main Proposal - City of Rolling Hills - Emergency Communications System.pdf](#)

[Exhibit B - HQE Systems - Cost Proposal - City of Rolling Hills - Emergency Communications System.pdf](#)

10. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

- 10.A. [LA COUNTY SHERIFF'S DEPARTMENT LOMITA STATION OPERATION VISIBILITY \(COUNCILMEMBER JEFF PIEPER\)](#)

RECOMMENDATION: NONE.

- 10.B. [LETTER IN SUPPORT OF AB 1251 \(MURATSUCHI\) - LOCAL PUBLIC HEALTH ORDERS.](#)

RECOMMENDATION: Consider approval of letter in support of AB 1251.

[AB 1251 Support Letter.pdf](#)

- 10.C. [NOTICE OF OPPOSITION TO SB 210 \(WIENER\) - AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS: USE OF DATA](#)

RECOMMENDATION: Staff recommends that the City Council oppose SB 210 and direct the Mayor to sign two opposition letters, one from the City of Rolling Hills and the other jointly with the Peninsula Cities.

[20210220SB210_Senate Appropriations.pdf](#)

[20210220SB210_Senate Judiciary.pdf](#)

[SB210 Notice of Opposition.pdf](#)

[Draft Joint Letter of Opposition _SB 210_v2.docx](#)

- 10.D. [STRATEGY FOR RESPONDING TO LEGISLATION AFFECTING THE CITY OF ROLLING HILLS \(COUNCILMEMBER MIRSCH\).](#)

RECOMMENDATION: Staff recommends the City Council discuss strategies and provide direction to staff.

[LobbyistAgreementsAssembled.pdf](#)

11. MATTERS FROM STAFF

- 11.A. [FIRE FUEL ABATEMENT ENFORCEMENT CASES QUARTERLY REPORT FOR THE FIRST QUARTER OF 2021 \(JANUARY 1 THROUGH MARCH 31\).](#)

RECOMMENDATION: Receive and file.

[Cases closed 1st Quarter 2021.pdf](#)

[Cases open 1st Quarter 2021.pdf](#)

12. CLOSED SESSION

13. ADJOURNMENT

Next regular meeting will be held on Monday, May 10, 2021 at 7:00 p.m. via Zoom. Zoom access:

Join Zoom Meeting

<https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09>

Meeting ID: 872 2717 5757

Passcode: 780609

Notice:

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

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

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



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: MINUTES: REGULAR MEETING OF APRIL 12, 2021.

DATE: April 26, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[2021-04-12_CCMinutes.P.docx](#)

**MINUTES OF A
REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, APRIL 12, 2021**

1. CALL TO ORDER

The City Council of the City of Rolling Hills met via Zoom Teleconference on the above date at 7:00 p.m.

Mayor Pro Tem Bea Dieringer presiding.

2. ROLL CALL

Present: Mayor Pieper, Mayor Pro Tem Dieringer, Mirsch and Wilson
Absent: Black (Joined after the meeting started.)
Staff Present: Elaine Jeng, City Manager
Meredith T. Elguira, Planning & Community Services Director
Terry Shea, Finance Director
Michael Jenkins, City Attorney

3. OPEN AGENDA PUBLIC COMMENT WELCOME

NONE

4. CITY COUNCIL MINUTES

4A REGULAR MEETING OF APRIL 12, 2021

MOTION: Mayor Pro Tem Dieringer called for a motion to approve the minutes as amended and the motion was seconded by Councilmember Wilson.

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

5. CONSENT CALENDAR

5A PAYMENT OF BILLS

**5B CITY OF ROLLING HILLS LETTERS IN SUPPORT OF SB 765 ADU
SETBACK (STERN) AND AB 1053 CITY SELECTION COMMITTEES
QUORUM AND TELECONFERENCING (GABRIEL)**

- 5C CITY OF ROLLING HILLS OPPOSITION LETTER TO AB 1372 RIGHT TO TEMPORARY SHELTER (MURATSUCHI)**
- 5D FINANCIAL STATEMENTS FOR THE QUARTER ENDING MARCH 31, 2021**
- 5E CONSIDER AND APPROVE TIME EXTENSION REQUEST FOR STORM HILL SUBDIVISION IMPROVEMENTS AGREEMENT**
- 5F CONSIDER AND APPROVE AMENDED CITY MANAGER'S EMPLOYMENT CONTRACT**

MOTION: Mayor Pro Tem Dieringer called for a motion to approve the consent calendar and the motion was seconded by Councilmember Mirsch.

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

6. CITY COUNCIL REORGANIZATION

- 6A PRESENTATION OF NEW MAYOR AND MAYOR PRO-TEM**
- 6B PRESENTATION TO MAYOR PIEPER IN RECOGNITION OF HIS SERVICE DURING HIS 2020-2021 TERM AS MAYOR**
- 6C COMMENTS FROM OUTGOING MAYOR**

MOTION: Mayor Pieper called for a motion to nominate Mayor Pro Tem Dieringer to become the new Mayor and the motion was seconded by Councilmember Mirsch.

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

MOTION: Councilmember Mirsch called for a motion to nominate Councilmember Black to become the new Mayor Pro Tem and the motion was seconded by Councilmember Pieper. Mayor Dieringer recommended to appoint Councilmember Black as the new Mayor Pro Tem by acclamation.

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

ABSTAIN: COUNCILMEMBERS: None

COMMENTS:

Mayor Dieringer thanked Councilmember Pieper for his accomplishments, support and leadership, especially during the pandemic.

Councilmember Wilson thanked Councilmember Pieper for the way he conducted meetings, ability to get consensus and for his leadership during the pandemic.

Councilmember Mirsch echoed Councilmember Wilson's statement and recognized Councilmember Pieper's maturation to becoming a better leader over the years.

Councilmember Pieper thanked the Councilmembers for their kind words.

7. COMMISION ITEMS

NONE

8. PUBLIC HEARINGS

**8A CONSIDER AND ADOPT AN URGENCY ORDINANCE AND
INTRODUCE AN ORDINANCE AMENDING CHAPTER 8.36 OF TITLE 8
OF THE ROLLING HILLS MUNICIPAL CODE, FLOODPLAIN
MANAGEMENT REGULATIONS, FOR COMPLIANCE UNDER
THE NATIONAL FLOOD INSURANCE PROGRAM**

Planning and Community Services Director Meredith Elguira presented the item.

MOTION: Councilmember Mirsch called for a motion to waive the full reading and adopt Ordinance 370U and introduce and waive full reading of Ordinance 370 amending the City of Rolling Hills Municipal Code Chapter 8.36 and the motion was seconded by Councilmember Wilson.

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

9. OLD BUSINESS

**9A REVIEW PREVIOUSLY PRESENTED CITY HALL ADA
IMPROVEMENTS PROJECT RESTROOM LAYOUT OPTIONS**

City Manager Jeng presented the agenda item.

Discussions ensued among the Councilmembers.

Councilmember Pieper asked for costs for the two proposed options to help guide final decision.

MOTION: Councilmember Pieper called for a motion to direct staff to provide comprehensive costs for the two options to help guide final decision and the motion was seconded by Councilmember Mirsch.

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

10. NEW BUSINESS

10A PRESENTATION BY PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT SUPERINTENDENT ON REOPENING SCHOOLS

PVPUSD Superintendent Cherniss discussed the reopening of all schools full-day by the end of April for K-12 for six weeks. The District is currently preparing for next year's opening. The District will also offer a free "Jump Start Program" two weeks prior to next academic year to help students catch up with Mathematics and English and will plan on other support programs to help students throughout the year. Additionally, the District will try to address the continuance of remote learning for families who would like to continue in remote learning. Superintendent Cherniss also stated that the District is addressing the drop in student population, 400-500 students last year, and its impact to the budget.

School Board Member Linda Reid informed the City Council of School Board Member Jeff Frankel's passing and how his position will be filled. Board Member Reid also mentioned that most schools will be operating four days a week starting April 26, 2021. All students under the age of 18 will receive free meals.

10B CONSIDER FEE WAIVER REQUEST FOR A MIXED-USE APPLICATION AT 24 CINCHRING

Planning and Community Services Director Meredith Elguira presented the agenda item.

Ms. Mitzi Nakamura, daughter of Mr. and Mrs. Nakamura, provided background history.

MOTION: Mayor Dieringer called for a motion to direct staff to determine if the \$3,000 paid for an Appeal and bring back findings to the City Council if the \$3,000 did not pay for an Appeal and the motion was seconded by Councilmember Pieper.

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

10C REQUEST BY RESIDENT JUDITH HAENEL TO ALLOW RESIDENTS TO PURCHASE MEMORIAL BRICKS TO BE PLACED ON WALKING PATHS IN AND AROUND THE CITY HALL CAMPUS

Resident Judith Haenel presented the agenda item.

MOTION: Mayor Dieringer moved to bring back the item at a later date by acclamation.

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

10D REVIEW SOLID WASTE COLLECTION SERVICE FEE INCREASE FOR FY 2021-22 AND CONSIDER SETTING PROPOSITION 218 REQUIRED PROTEST HEARING DATE

City Manager Jeng and Finance Director Terry Shea presented the agenda item.

Discussions ensued among the Councilmembers.

Resident Alfred Visco stated he would like to see the trash services fee reduced to zero.

MOTION: Councilmember Pieper called for a motion to continue the trash subsidy and absorb the increase and motion was seconded by Councilmember Black.

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

10E CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WORLDWISE PRODUCTIONS LLC TO PRODUCE HOME HARDENING EDUCATIONAL VIDEOS

City Manager Jeng presented the agenda item.

Resident Debra Shrader advocated for informational video that is representative of the City of Rolling Hills.

Block Captain Arlene Honbo stated that using videos, accessible to residents, will help reach Block Captain's goal of hardening 100 homes this year.

Councilmember Pieper suggested breaking up the videos into short pieces.

Mayor Dieringer asked for the difference between existing videos and the proposed project.

MOTION: Councilmember Pieper called for a motion to approve \$9,550 to produce the videos and motion was seconded by Councilmember Wilson.

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

10F CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS FOR ASSISTANCE WITH FEMA/CAL-OES GRANT APPLICATIONS.

Planning and Community Services Director Meredith Elguira presented the agenda item.

MOTION: Councilmember Pieper called for a motion to approve the funding and motion was seconded by Councilmember Mirsch.

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

11. MATTERS FROM THE CITY COUCIL AND MEETING ATTENDANCE REPORTS

11A VACCINATION PASSPORT/BADGE TO BE ISSUED BY THE CITY OF ROLLING HILLS FOR RESIDENTS THAT HAVE RECEIVED THE COVID-19 VACCINATION. (COUNCILMEMBER BLACK)

Mayor Pro Tem Black presented the agenda item and explained that the optional program puts people's mind at ease and encourages people to get vaccinated.

Resident Judith Haenel stated her opposition to the proposed program.

MOTION: Councilmember Mirsch called for a motion to direct staff to research cost, bring back findings and provide recommendations to the City Council on how to move forward with the program and motion was seconded by Mayor Pro Tem Black.

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

11B AMENDED SB 9 HOUSING DEVELOPMENT: APPROVALS (MAYOR PRO TEM DIERINGER)

Mayor Dieringer presented the agenda item and suggested sending another letter opposing the amended SB 9.

MOTION: Councilmember Wilson called for a motion to approve sending a letter opposing SB 9 and motion was seconded by Councilmember Mirsch.

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

COMMENTS:

In other matters, Councilmember Mirsch asked to put items on the agenda, for discussion, pending bills that could impact the community.

11C ASSEMBLY CONSIDERS BALLOT MEASURES TO NULLIFY STATE INFLUENCE OVER ZONING (MAYOR PRO TEM DIERINGER)

Mayor Dieringer presented the agenda item and suggested sending a letter supporting the proposed ballot.

MOTION: Councilmember Wilson called for a motion to send a letter of support of the ballot and motion was seconded by Councilmember Pieper.

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

COMMENTS:

In other matters, Mayor Dieringer suggested to add SB 210 for discussion at the next City Council meeting.

12. MATTERS FROM STAFF

NONE

13. CLOSED SESSION

NONE

14. ADJOURNMENT

Hearing no further business before the City Council, the meeting was adjourned at 10:20 PM.

Next regular meeting: Monday, April 26, 2021 at 7:00 p.m. via City's website's link at:

<https://www.rolling-hills.org/government/agenda/index.php>

Zoom access:

<https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmT9> or dial (669) 900-9128, meeting ID: 872 2717 5757, passcode: 780609

Respectfully submitted,

Elaine Jeng, P.E.
Acting City Clerk

Approved,

Bea Dieringer
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.A

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS.

DATE: April 26, 2021

BACKGROUND:

NONE.

DISCUSSION:

NONE.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

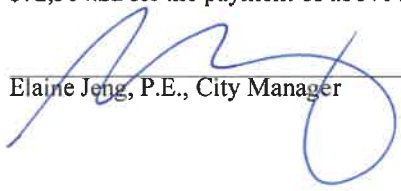
[Check Voucher Register - Council Report Expenditures from 4-26-2021.pdf](#)

CITY OF ROLLING HILLS

04/26/21 Check Run D & E

Check No.	Check Date	Payee	Description	Amount
26944	4/14/2021	Barry J. Miller, FAICP	Feb - Mar 2021 Srvc - RH 5th Cycle Housing Elmnt Compliance	6,225.00
26945	4/14/2021	Executive Suite Services Inc.	March 2021 Janitorial Services	1,360.00
26946	4/14/2021	File Keepers LLC	March 2021 Box retrieval service	100.00
26947	4/14/2021	First Call Staffing Inc.	Temp Services W/E 4/4/2021 - H Overturf	1,158.30
26948	4/14/2021	County of Los Angeles	February 2021 Coyote Control	470.80
26949	4/14/2021	LA County Sheriff's Department	March 2021 Law Enforcement Services	31,324.59
26950	4/14/2021	MICHAEL BAKER INTERNATIONAL	Professional Services thru 4/4/2021-Project 77 Portuguese Be	1,490.00
26951	4/14/2021	ELAN Cardmember Services	Office Credit Card Expenses	1,140.79
26952	4/14/2021	RINCON CONSULTANTS, INC	20-09675 RH Safety Element Update Services-1/4/2021	3,309.13
26953	4/15/2021	Delia Aranda	Final Check	1,844.67
26954	4/21/2021	The Gas Company	Gas Usage 3-10-21 to 4-8-21	179.33
26955	4/21/2021	Gladwell Governmental Services, Inc.	Record Retention Legal Review FY 20-21	250.00
26956	4/21/2021	Konica Minolta Business Solutions USA Inc.	Monthly Maintenance Service Fee	486.37
26957	4/21/2021	LA County Sheriff's Department	March 2021 Traffic Enforcement	1,476.03
26958	4/21/2021	Pacific Architecture and Engineering, Inc.	February & March 2021 Architectural Services	13,614.25
26959	4/21/2021	Palos Verdes Security Sys, Inc.	May 2021 Security Services	168.00
26960	4/21/2021	Vantagepoint Transfer Agents - 306580	Deferred Compensation 4/23/21	691.45
26961	4/21/2021	WARRINER ASSOCIATES	April 2021 Services - Arborist, 3 Lower Black Water Cyn Rd	400.00
ACH	4/20/2021	Southern California Edison	Usage 2/24/21 to 3/23/21	892.00
ACH	04/20/21	CALPERS	March 2021 Retirement	5,783.51
				<u>72,364.22</u>
				72,364.22

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 \$72,364.22 for the payment of above items.



Elaine Jeng, P.E., City Manager

4/22/2021



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.B

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: ADOPT ORDINANCE NO. 370 AMENDING CHAPTER 8.36 OF TITLE 8 OF THE ROLLING HILLS MUNICIPAL CODE, FLOOD PLAIN MANAGEMENT REGULATIONS, FOR COMPLIANCE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP).

DATE: April 26, 2021

BACKGROUND:

On April 12, 2021 the City Council introduced and waived full reading of Ordinance No. 370 amending the City of Rolling Hills Municipal Code's Chapter 8.36 Floodplain Management Plan. The Ordinance is being presented for its second reading and adoption.

DISCUSSION:

On December 17, 2020, the City received updated Flood Insurance Rate Maps (FIRMs). When a community receives updated flood maps, FEMA is required to conduct a technical review of the community's floodplain management regulations to ensure compliance with the National Flood Insurance Program (NFIP), regardless if they are receiving new flood zones and/or base flood elevations. Under the NFIP, the City must ensure its adopted floodplain management regulations are compliant with the NFIP minimum requirements.

FISCAL IMPACT:

None.

RECOMMENDATION:

Waive full reading and adopt Ordinance No. 370 amending the City of Rolling Hills Municipal Code's Chapter 8.36 Floodplain Management Regulations.

ATTACHMENTS:

[Ordinance_RE_Floodplain_Management_Regulations_.pdf](#)

[City_of_Rolling_Hills_Chapter_8.36___FLOODPLAIN_MANAGEMENT_REGULATIONS_FEMA_'](#)

ORDINANCE NO. 370

AN ORDINANCE OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 8.36 OF TITLE 8 OF THE ROLLING HILLS MUNICIPAL CODE, FLOODPLAIN MANAGEMENT REGULATIONS, FOR COMPLIANCE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND DECLARING THE URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 8.36.030 of Chapter 8.36 of the Rolling Hills Municipal Code, “Definitions,” is hereby amended to add or amend the following definitions in alphabetical order:

"Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.

"Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior.
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved State program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

"New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after August 26, 2006 and includes any subsequent improvements to such structures.

“Zone D” means a FEMA mapped designation on the community’s effective Flood Insurance Rate Map (FIRM) used for areas where there are possible but undetermined flood hazards, as no analysis of flood hazards has been conducted.

Section 2. Section 8.36.050 of Chapter 8.36 of the Rolling Hills Municipal Code, “Basis for establishing flood-prone areas,” is hereby amended to read as follows:

The Floodplain Administrator or his or her designee, shall obtain, review, and reasonably utilize any base flood data available from other Federal or State Agencies or other source to identify flood-prone areas within the jurisdiction of the City of Rolling Hills.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the “Flood Insurance Study (FIS) for Los Angeles County and Incorporated Areas” dated September 26, 2008, with accompanying Flood Insurance Rate Maps (FIRM’s) and Flood Boundary and Floodway Maps (FBFM’s), dated September 26, 2008, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the City of Rolling Hills City Council by the Floodplain Administrator.

This data will be on file at the Rolling Hills Department of Planning, City Hall, No. 2 Portuguese Bend Road, Rolling Hills, California 90274.

Section 3. Section 8.36.110 of Chapter 8.36 of the Rolling Hills Municipal Code, “Establishment of flood damage prevention permit,” is hereby amended to read as follows:

A flood damage prevention permit shall be obtained for all proposed construction or other development in the community, including substantial damage, and the placement of manufactured homes, so that it may be determined whether such construction or other development is within flood-prone areas.

Section 4. Section 8.36.140 of Chapter 8.36 of the Rolling Hills Municipal Code, “Standards of construction,” is hereby amended to read as follows:

If a proposed building site is in a flood-prone area, including the Zone D area as identified on the effective Flood Insurance Rate Map, all new construction and substantial improvements, including manufactured homes, shall:

- A. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- B. Be constructed:
 - 1. With materials and utility equipment resistant to flood damage,
 - 2. Using methods and practices that minimize flood damage,
 - 3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

Section 5. **Severability.** If any provision of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect any remaining provision hereof. The City Council of the City of Rolling Hills hereby declares that it would have adopted this ordinance despite any partial invalidity.

Section 6. **Environmental Review.** The City Council finds that adopting the foregoing amendments to the City’s floodplain management regulations is exempt from the California Environmental Quality Act (“CEQA”) under section 15061(b)(3) of the CEQA Guidelines. (14 Cal. Code Regs. § 15061(b)(3).) This Ordinance adopts amendments identified by the Federal Emergency Management Agency (“FEMA”) as necessary to ensure that the City’s building standards account for the risk of regional flood hazards, consistent with the National Flood Insurance Program. The amendments are thus administrative in nature and designed to improve and not degrade environmental quality. As such, there is no possibility that adopting this ordinance would adversely affect the environment in any manner that could be significant for purposes of CEQA. The measure also qualifies for the Class 8 exemption for agency actions taken to assure the maintenance, restoration, enhancement, or protection of the environment. (14 Cal. Code Regs. § 15308.) By regulating construction in flood hazard areas, the ordinance ensures the protection of the City’s building environment.

Section 7. **Notice and Filing.** The City Clerk shall certify as to the adoption of this ordinance and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED AND ADOPTED this ____ day of April 2021.

JEFF PIEPER, MAYOR

ATTEST:

ELAINE JENG
ACTING CITY CLERK

Chapter 8.36 - FLOODPLAIN MANAGEMENT REGULATIONS

Sections:

8.36.010 - Statutory authorization.

The Legislature of the State of California has in Government Code Sections 65302, 65560 and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. This chapter is enacted in order to establish the floodplain management regulations required under Title 44, Section 60 of the Code of Federal Regulations in order for the residents of Rolling Hills to be eligible to purchase flood insurance through the National Flood Insurance Program.

(Ord. 300 §2(part), 2006).

8.36.020 - Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

(Ord. 300 §2(part), 2006).

8.36.030 - Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base flood," means a flood, which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this chapter.

Building. See "Structure."

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source.

"Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior.
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after August 26, 2006 and includes any subsequent improvements to such structures.

One-hundred-year flood or 100-year flood. See "Base flood."

"Recreational vehicle" means a vehicle, which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and

4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration would not preclude the structure's continued designation as a "historic structure."

(Ord. 300 §2(part), 2006).

Zone "D" means a FEMA mapped designation on the community's effective Flood Insurance Rate Map (FIRM) used for areas where there are possible but undetermined flood hazards, as no analysis of flood hazards has been conducted.

8.36.040 - Lands to which this chapter applies.

This chapter shall apply to all areas identified as flood-prone within the jurisdiction of the City of Rolling Hills.

(Ord. 300 §2(part), 2006).

8.36.050 - Basis for establishing flood-prone areas.

The Floodplain Administrator or his or her designee, shall obtain, review, and reasonably utilize any base flood data available from other Federal or State Agencies or other source to identify flood-prone areas within the jurisdiction of the City of Rolling Hills.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the "Flood Insurance Study (FIS) for Los Angeles County and Incorporated Areas" dated September 26, 2008, with accompanying Flood Insurance Rate Maps (FIRM's) and Flood Boundary and Floodway Maps (FBFM's), dated September 26, 2008, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the City of Rolling Hills City Council by the Floodplain Administrator.

This data will be on file at the Rolling Hills Department of Planning, City Hall, No. 2 Portuguese Bend Road, Rolling Hills, California 90274.

(Ord. 300 §2(part), 2006).

8.36.060 - Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the City Council from taking such lawful action as is necessary to prevent or remedy any violation.

(Ord. 300 §2(part), 2006).

8.36.070 - Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another chapter, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. 300 §2(part), 2006).

8.36.080 - Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. 300 §2(part), 2006).

8.36.090 - Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City Council, any officer or employee thereof, the County of Los Angeles as designee of the Floodplain Administrator, the State of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. 300 §2(part), 2006).

8.36.110 - Establishment of flood damage prevention permit.

A flood damage prevention permit shall be obtained for all proposed construction or other development in the community, including substantial damage, and the placement of manufactured homes, so that it may be determined whether such construction or other development is within flood-prone areas.

(Ord. 300 §2(part), 2006).

8.36.120 - Designation of the Floodplain Administrator.

The City Manager, or his or her designee, is hereby appointed to administer, implement, and enforce this chapter by granting or denying flood damage prevention permits in accord with its provisions.

(Ord. 300 §2(part), 2006).

8.36.130 - Duties and responsibilities of the Floodplain Administrator.

The duties and responsibilities of the Floodplain Administrator, or his or her designee, shall include, but not be limited to the following:

- A. Permit Review. Review all flood damage prevention permit applications to determine:
 - 1. Permit requirements of this chapter have been satisfied;
 - 2. All other required State and Federal permits have been obtained; and
 - 3. The site is reasonably safe from flooding.
- B. Review and Use of Any Other Base Flood Data. The Floodplain Administrator, or his or her designee, shall obtain, review, and reasonably utilize any base flood data available from other Federal or State Agency or other source.
- C. Notification of Other Agencies.
 - 1. Alteration or relocation of a watercourse:
 - a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - b. Submit evidence of such notification to the Federal Emergency Management Agency; and

- c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
3. Changes in corporate boundaries: Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

(Ord. 300 §2(part), 2006).

8.36.140 - Standards of construction.

If a proposed building site is in a flood-prone area, including Zone D areas as identified on the effective Flood Insurance Rate Map, all new construction and substantial improvements, including manufactured homes, shall:

- A. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- B. Be constructed:
 1. With materials and utility equipment resistant to flood damage,
 2. Using methods and practices that minimize flood damage,
 3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(Ord. 300 §2(part), 2006).

8.36.150 - Standards for subdivisions or other proposed new development.

If a subdivision proposal or other proposed new development, including manufactured home parks or subdivisions, is in a flood-prone area, any such proposals shall be reviewed to assure that:

- A. All such proposals are consistent with the need to minimize flood damage within the flood prone area;
- B. All public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
- C. Adequate drainage is provided to reduce exposure to flood hazards.

(Ord. 300 §2(part), 2006).

8.36.160 - Standards for utilities.

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
 1. Infiltration of flood waters into the systems; and
 2. Discharge from the systems into floodwaters.

- B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

(Ord. 300 §2(part), 2006).

8.36.170 - Severability.

This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

(Ord. 300 §2(part), 2006).



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.C

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MARCH 2021.

DATE: April 26, 2021

BACKGROUND:

NONE.

DISCUSSION:

NONE.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[0321 - Rolling Hills YTD Tonnage Report.pdf](#)

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE 2021

Franchise?	Y
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Mth/Yr	Overall Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan-21	Trash	235.42	36.03	199.39	15.30%
	Greenwaste	49.43	49.43	-	100.00%
Jan-21 Total		284.85	85.46	199.39	30.00%
Feb-21	Trash	206.11	18.38	187.73	8.92%
	Greenwaste	62.07	62.07	-	100.00%
Feb-21 Total		268.18	80.45	187.73	30.00%
Mar-21	Trash	231.10	7.19	223.91	3.11%
	Recycle	3.64	0.91	2.73	24.95%
	Greenwaste	89.04	89.04	-	100.00%
Mar-21 Total		323.78	97.14	226.64	30.00%
Grand Total		876.81	263.05	613.76	30.00%



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.D

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

**SUBJECT: PENINSULA CITIES JOINT OPPOSITION LETTER TO AB 377,
OVERHAUL OF STORMWATER REGULATIONS.**

DATE: April 26, 2021

BACKGROUND:

In March 2021, the City's stormwater compliance expert, McGowan Consultant alerted the Peninsula Cities of the proposed bill AB 377, pointing out the severe and adverse consequences for stormwater compliance if the bill was passed. In response, Palos Verdes Estates Mayor Michael Kemps suggested to send a joint opposition letter to AB 377. On the week of April 12, 2021, McGowan Consultant informed the Peninsula Cities that the legislature was set to take action on the bill on April 21, 2021. Comment letters were due on Friday, April 16, 2021.

DISCUSSION:

Water experts say that the approach outlined in AB 377 is foundationally flawed in that it is based on the notion that existing state and regional stormwater programs are so problematic and ineffective that they need to be completely overhauled and replaced. The bill proposes a new prescriptive enforcement program with statutorily defined time limits that eliminate State and Regional Water Board discretionary authority for permitting and enforcement of water quality objectives. Under the hallmark Porter-Cologne Act which predates the Federal Clean Water Act, local discretionary authority for permitting is tantamount to the design and structure of state and regional board oversight and regulation of water quality in the State of California. To instead have the Legislature set prescriptive permitting terms and compliance requirements for every single discharge permit throughout the State, as this bill does, would be a significant policy departure with severe adverse consequences and contrary to the goals of the State and these programs.

To meet the comment letter submission deadline, and based on previous directions provided by the City Council with respect to stormwater compliance, Mayor Bea Dieringer signed the Peninsula Cities joint opposition letter in advance of the City Council taking action on AB 377.

The League of California Cities Los Angeles County Division reported on Wednesday, April 21, 2021 that the bill was approved in committee. The deciding vote was Assembly member Al Muratsuchi representing California's 66th Assembly District, located in the South Bay of Los Angeles County.

FISCAL IMPACT:

There is no fiscal impact to preparing a joint opposition letter.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[joint letter of oppositions AB 377.pdf](#)

[SUPPLEMENTAL Joint Letter Opposing AB 377_executed.pdf](#)



March 23, 2021

The Honorable Bill Quirk, Chair
Assembly Environmental Safety and Toxic Materials Committee
Legislative Office Building, Room 171
Sacramento, CA 95814

SUBJECT: AB 377 (Rivas): Oppose

Dear Assembly Member Quirk;

The four cities on the Palos Verdes Peninsula, firmly joined together by a common cause, are writing to you today to respectfully oppose AB 377 (Rivas), which would fundamentally detrimentally alter the State of California's existing water quality programs without providing any solutions that will result in the attainment of water quality objectives.

While the four cities are united in our commitment to water quality, AB 377 is untenable, unfair and unreasonable. AB 377 removes all flexibility to consider local conditions, alternative approaches to creatively solve our problems, and creates a massive unfunded mandate, requiring municipalities to fix all urban runoff pollution issues, including legacy and ongoing aerial deposition pollutant issues by 2050. While we would all aspire to such goals, it is unreasonable to mandate such lofty expectations with no flexibility, no funding, and no ability to obtain funding, and discrediting the considerable actions, efforts and expenses municipalities have incurred to date.

We believe that better solutions can be achieved by working collaboratively with local governments, to make existing efforts more effective. Imposing unrealistic and absolute mandates will not result in better outcomes. The improvements desired by all are largely constrained by limited finances; the legislature can help by providing funding and support to cities where it is needed most.

Thank you for your consideration of our concerns. We respectfully request that AB 377 not move forward when it is heard in the Environmental Safety and Toxic Materials Committee.

Sincerely,

Eric Alegria
Mayor, City of Rancho Palos Verdes

Michael Kemps
Mayor, City of Palos Verdes Estates

Jeff Pieper
Mayor, City of Rolling Hills

Steven Zuckerman
Mayor, City of Rolling Hills Estates

cc: Ben Allen, Senator, 26th State Senate District
Al Muratsuchi, Assembly Member, 66th Assembly District
Robert Rivas, Assembly Member, 30th Assembly District
Rancho Palos Verdes City Council
Palos Verdes Estates City Council
Rolling Hills City Council
Rolling Hills Estates City Council
Jeff Kiernan, League of California Cities
Jacki Bacharach, South Bay Cities Council of Governments



April 16, 2021

The Honorable Bill Quirk, Chair
Assembly Environmental Safety and Toxic Materials Committee
Legislative Office Building, Room 171
Sacramento, CA 95814

SUBJECT: AB 377 (Rivas): Oppose, as amended March 22, 2021

Dear Assembly Member Quirk;

The four cities on the Palos Verdes Peninsula, firmly joined together by a common cause, are writing to you today to respectfully oppose AB 377 (Rivas), which would fundamentally and detrimentally alter the State of California's existing water quality programs without providing any solutions that will result in the attainment of water quality objectives.

While the four cities are united in our commitment to water quality, AB 377 is untenable, unfair and unreasonable. AB 377 removes all flexibility to consider local conditions, alternative approaches to creatively solve our problems, and creates a massive unfunded mandate, requiring municipalities to fix all urban runoff pollution issues, including legacy and ongoing aerial deposition pollutant issues by 2050. While we would all aspire to such goals, it is unreasonable to mandate such lofty expectations with no flexibility, no funding, and no ability to obtain funding. Furthermore, AB 377 discredits the considerable actions, efforts and expenses municipalities have incurred to date.

We believe that better solutions can be achieved by working collaboratively with local governments, to make existing efforts more effective. Imposing unrealistic and absolute mandates will not result in better outcomes. The improvements desired by all are largely constrained by limited finances; the legislature can help by providing funding and support to cities where it is needed most.

Thank you for your consideration of our concerns. We respectfully request that AB 377 not move forward when it is heard in the Environmental Safety and Toxic Materials Committee.

Sincerely,


A handwritten signature in black ink, reading 'Eric D. Alegria'.

Eric Alegria
Mayor, City of Rancho Palos Verdes

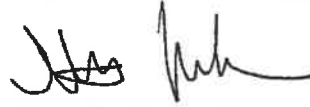
DocuSigned by:
A handwritten signature in black ink, reading 'Michael Kemp'.

Michael Kemp
Mayor, City of Palos Verdes Estates

Honorable Bill Quirk, Environmental Safety and Toxic Materials Committee
April 16, 2021
Page 2



Bea Dieringer
Mayor, City of Rolling Hills



Steven Zuckerman
Mayor, City of Rolling Hills Estates

cc: Ben Allen, Senator, 26th State Senate District
Al Muratsuchi, Assembly Member, 66th Assembly District
Robert Rivas, Assembly Member, 30th Assembly District
Rancho Palos Verdes City Council
Palos Verdes Estates City Council
Rolling Hills City Council
Rolling Hills Estates City Council
Jeff Kiernan, League of California Cities
Jacki Bacharach, South Bay Cities Council of Governments



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.E

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: UPDATE TO NAKAMURAS' REQUEST FOR APPLICATION FEE REIMBURSEMENT.

DATE: April 26, 2021

BACKGROUND:

On April 12, 2021, the City Council directed staff to bring back findings on how the \$3,000 appeal fee paid by proper owners of 24 Cinchring (Nakamuras) was used.

DISCUSSION:

In 2007, the Planning Commission approved a 1,525 square-foot addition, including a 600 square-foot garage. The RHCA subsequently approved the addition but did not approve the garage. In 2008, the Planning Commission approved a revised application for construction of an 840 square foot detached garage. In 2009, applicants submitted revised plans adding a recreation room to the detached garage which the Planning Commission approved. In 2010, the Nakamuras applied for a time extension and it was determined by the City Attorney that the original application for the main house no longer required discretionary approval because it was less than 999 square feet when the garage was separated from the house.

On September 29, 2015, a Stop Work Order was issued on the project. In 2017, the Nakamuras applied for a violation review for the construction of the house and was charged \$3,000. The City charges \$1,500 for Zoning Violation and Construction Penalty Fee. The penalty fee is for illegal or "as-built" grading or construction or non-compliance with approved plans for projects that require Planning Commission review. Fee is charged in addition to the discretionary application review fee. The Nakamuras were charged penalty and Site Plan Review fees that amounted to \$3,000. These two fees should not have been charged because the project no longer met the threshold required to pay fees. In conclusion, the Nakamuras overpaid to process their violation review application and is due back \$3,000.

FISCAL IMPACT:

The City will refund \$3,000 to the Nakamuras.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[24 Cinchring, ext.docx](#)

October 6, 2010

Mr. and Mrs. Toshiko Nakamura
Mitzi Nakamura
24 Cinchring Road
Rolling Hills, CA 90274

Subject: Request for time extension to remodel/add to the residence

Dear Mr. and Mrs. Nakamura and Mitzi:

Please find enclosed a refund of \$200 for your request for time extension to commence construction at your house in zoning case no. 736.

After reviewing the file and discussing it with the City Attorney, it was determined that the proposed project (remodel and addition to the residence) in the approved configuration in zoning case no. 736 constitutes less than 999 square feet of addition and would therefore be approvable administratively (over-the-counter). (With the deletion of the attached out of grade garage, which was not approved by the Community Association, this project meets the threshold for over-the-counter approval). Therefore, no extension of time to commence the work is required, as it can be re-approved over-the-counter at any time, (as long as the addition is less than 1,000 square feet and does not require grading or is in setbacks).

However, your approval in zoning case no 769 for the detached mixed-use structure, which includes a garage will expire in July 2011, unless construction starts prior to that time. You may apply for an extension for that project if you think that you will not be able to commence work by July 2011. In that case you should apply for the extension in May of 2011. Please note that should you wish to convert the existing garage located within the residence to living quarters, you would have to commence construction of the garage in the mixed-use structure at the same time as the renovation/addition to the house takes place. However, should you decide not to convert the existing garage to living quarters and keep it as a garage within the house structure, you would not have to commence construction of the detached garage at the same time as your addition/renovation to the residence.

The goal here is to maintain a minimum of a two-car garage at all times, whether attached or detached from the main residence. (A 3-car garage is required if there is a guest-house on the property).

Should you have any questions or require additional information, please do not hesitate to call me at 310 377-1521.

Sincerely

Yolanta Schwartz
Planning Director

cc: Steven K. Alexander, Attorney at Law
21515 Hawthorne Blvd., Suite 1150
Torrance, Ca 90503



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.F

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: OPPOSITION LETTER TO AMENDED SB 9 (ATKINS) INCREASED DENSITY IN SINGLE-FAMILY ZONES

DATE: April 26, 2021

BACKGROUND:

At the April 12, 2021 City Council meeting, Mayor Bea Dieringer discussed the amendments to Senate Bill (SB) 9 and recommended the City Council to send another opposition letter in response to the recent amendments.

DISCUSSION:

The City Council directed staff to prepare another opposition letter. Staff submitted the final letter to the state legislators on April 23, 2021.

FISCAL IMPACT:

There is no fiscal impact to preparing the comment letter to address the amended SB 9.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[Amended SB 9 Opposition Letter.pdf](#)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

April 22, 2021

The Honorable Toni Atkins
President pro Tempore, California State Senate
State Capitol Building, Room 205
Sacramento, CA 95814

RE: Amended SB 9 (Atkins) Increased Density in Single-Family Zones

Dear Senate President pro Tempore Atkins:

The City of Rolling Hills strongly objects to SB 9 which attempts to undermine local authority and control. Despite the recent amendments, this bill continues to have a significant impact on how we effectively regulate and manage development in a manner that is appropriate for our particular city.

Efforts to increase development of housing must take into consideration local values and conditions. A "one-size fits all" approach does not work. Increasing housing density in a Very High Fire Severity zone, which encompasses our entire city, poses a great threat to public health, safety and welfare. The City has very limited egress. Increasing the population would be life threatening to many of our residents and their animals in case of an emergency. In addition, a significant portion of our city is in an active landslide area.

While we appreciate efforts to ensure that all Californians have access to affordable housing, this bill destroys local control and more significantly, it fails to take into account our local conditions that can place our residents in grave danger. The City of Rolling Hills is committed to being part of the solution to the housing shortfall across all income levels and remaining open to housing-related legislation that supports local flexibility, decision-making, and community input. For these reasons the City of Rolling Hills continues to oppose SB 9 (Atkins) in its amended form.

Sincerely,

Bea Dieringer
Mayor, City of Rolling Hills

**cc: Ben Allen, Senator, 26th State Senate District
Al Muratsuchi, Assembly Member, 66th Assembly District
Jeff Kiernan, League of California Cities
Meg Desmond, League of California Cities
Marcel Rodarte, California Contract Cities Association**



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.G

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: A PROCLAMATION DECLARING THE MONTH OF APRIL AS EARTHQUAKE PREPAREDNESS MONTH.

DATE: April 26, 2021

BACKGROUND:

In support of the California Governor's Office of Emergency Services (Cal OES) promoting the month of April as Earthquake Preparedness Month, staff is presenting the attached Proclamation for approval. The Proclamation encourages community members to take proactive steps by learning about the latest technology and innovations available at no-cost to protect their families, employees and neighbors from earthquake. Cal OES is promoting cutting-edge technology designed to alert Californians before shaking begins through the Earthquake Warning California system. They have reached out to cities to help disseminate information about this new technology.

DISCUSSION:

As part of the Earthquake Preparedness Month, the California Governor's Office of Emergency Services is promoting a new public education campaign to help inform Californians about no cost resources from Earthquake Warning California. Earthquake Warning California is the nation's first publicly available, statewide earthquake warning system. The system uses ground motion sensors to detect earthquakes before humans can feel them and notify those close by to take protective actions in advance of an earthquake. Earthquake Warning California includes tools such as the MyShake App, Android Earthquake Alerts, and Wireless Emergency Alerts (WEAs -- the same system used for AMBER alerts), but also includes free educational resources and materials available on the website, www.earthquake.ca.gov.

Cal OES is reaching out to cities to inform them about these free resources, and is asking for assistance in spreading the word to other Californians that could benefit from early warning technology. To make it as easy as possible to share information, Cal OES will post periodic "toolkits" of information on the earthquake.ca.gov website that cities can tailor and share. For Earthquake Preparedness Month (April), Cal OES will be sharing a toolkit via constant contact (from earthquakeinfo@caloes.ca.gov) for partners to use and share with their constituents. The toolkits include draft social media posts and

graphics, e-newsletter content, and content that can be tailored and shared on your website.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[Proclamation.pdf](#)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Proclamation

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DECLARING APRIL AS EARTHQUAKE PREPAREDNESS MONTH

WHEREAS, Californians have witnessed and experienced earthquakes that have resulted in significant property damage, injuries and loss of life, and indirect costs; and

WHEREAS, as many as 10,000 earthquakes occur each year in California and mitigation measures can save lives, reduce property damage, and alleviate economic dislocation caused by earthquakes; and

WHEREAS, California is the first state in the nation to offer free, cutting-edge technology designed to alert Californians before shaking begins through the Earthquake Warning California system, including the MyShake App, Android Earthquake Alerts, and Wireless Emergency Alerts;

WHEREAS, every community member of City of Rolling Hills can take proactive steps by learning about the latest technology and innovations available at no-cost to protect their families, employees, and neighbors from earthquakes; and

WHEREAS, incorporating earthquake warning technology into emergency planning efforts can help mitigate risk of injury and death by providing a few moments warning to take protective actions.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF ROLLING HILLS AS FOLLOWS: April shall be recognized annually as Earthquake Preparedness Month, and City of Rolling Hills shall join communities across California to encourage its residents to learn more about Earthquake Warning California, including downloading the MyShake App, using earthquake warning technology, and sharing earthquake warning resources with friends, family, and colleagues, to help build a resilient community and strengthen the State of California in its earthquake preparedness efforts.

PROCLAIMED THIS 26th DAY OF APRIL, 2021, at a regular meeting of the CITY COUNCIL OF THE CITY OF ROLLING HILLS.

BEA DIERINGER
MAYOR

ATTEST:

ELAINE JENG, P.E.
ACTING CITY CLERK



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.A

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: TERRY SHEA, FINANCE DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CITY COUNCIL REVIEW OF FISCAL YEAR 2020-2021 YEAR-END REVENUE AND EXPENDITURE PROJECTIONS AND ANNUAL CPI PROJECTIONS.

DATE: April 26, 2021

BACKGROUND:

Included for your information are the FY 2020/2021 Year-end Revenue and Expenditure projections for the General Fund and March 2021 Consumer Price Index Table. This report is for informational purposes, recommended to be "received and filed".

DISCUSSION:

Attached is the Finance Department's revenue and expenditure projections for the fiscal year ending June 30, 2021. This budget to actual report is through March 2021. We are projecting total General Fund Revenues through June 30, 2021 of \$2,136,067 which is \$25,666 higher than the amended Budget amount of \$2,110,400. The increased revenues are Property taxes \$10,890, Sales Tax \$20,500 and Real Estate Transfer Tax \$56,000. Interest earning is \$49,000 below due to dropping rates of return. For General Fund Expenditures through June 30, 2021, we are projecting \$2,083,029 which is \$322,689 lower than the amended budget amount of \$2,405,718. The decrease is due primarily to the following: City Administration Department projected Salary and Benefit savings associated with vacant Senior Management Analyst and City Clerk positions; Planning & Development Department projected Special Project Study & Consultant costs being less than budgeted; Law Enforcement projected savings associated with unspent Wild Life Management & Pest Control expense; and Non-Department cost savings for the Contingency Account and Community Recognition expense. We are projecting a deficit of \$135,950 after Transfers In and Out, which is \$393,770 less than Fiscal Year 2020-21 Amended Budget projected deficit of \$529,720.

In addition, where appropriate for preparing the FY 2021/22 budget (e.g., where/if necessary, for some contracts, materials and supplies and cost-of-living adjustments), staff is projecting a March-to-March CPI of 2.2%.

FISCAL IMPACT:

None

RECOMMENDATION:

In conclusion, it is recommended that the City Council receive and file the proposed FY 2020/21 Year-end Projections for the General Fund and FY 2021/22 CPI adjustment information for budget. This report is for informational purposes and, the FY 2021/22 budget will reflect the CPI in the projected expenditures where appropriate.

ATTACHMENTS:

[Consumer Price Index News Release.pdf](#)
[FY 2020-21 General Fund Projections.pdf](#)

Special aggregate indexes	Relative importance Feb. 2021	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2020	Feb. 2021	Mar. 2021	Mar. 2020- Mar. 2021	Feb. 2021- Mar. 2021	Dec. 2020- Jan. 2021	Jan. 2021- Feb. 2021	Feb. 2021- Mar. 2021
Information and information processing ⁽²⁾	3.632	69.622	71.208	71.054	2.1	-0.2	-0.1	0.1	-0.1
Information technology, hardware and services ⁽³⁾	1.279	7.354	7.261	7.242	-1.5	-0.3	-0.5	-0.1	0.2
Recreation ⁽²⁾	5.756	122.265	123.021	123.567	1.1	0.4	-0.6	0.6	0.4
Video and audio ⁽²⁾	1.532	106.466	108.911	109.417	2.8	0.5	-0.4	0.4	0.3
Pets, pet products and services ⁽²⁾	1.192	180.452	182.884	183.075	1.5	0.1	0.7	0.2	0.1
Photography ⁽²⁾	0.072	76.305	77.109	76.729	0.6	-0.5	0.9	1.7	-1.0
Food and beverages	15.082	262.320	270.672	271.135	3.4	0.2	0.1	0.1	0.1
Domestically produced farm food	6.457	252.974	260.634	261.273	3.3	0.2	0.2	0.3	0.2
Other services	11.665	365.516	371.267	372.434	1.9	0.3	-0.3	0.3	0.4
Apparel less footwear	2.114	116.390	112.107	112.717	-3.2	0.5	2.5	-0.9	-0.4
Fuels and utilities	4.416	241.160	251.277	251.797	4.4	0.2	0.0	1.1	0.6
Household energy	3.310	196.998	205.820	206.271	4.7	0.2	-0.1	1.4	0.7
Medical care	8.876	515.605	524.207	524.734	1.8	0.1	0.4	0.3	0.1
Transportation	15.419	203.854	209.054	215.761	5.8	3.2	1.1	1.1	2.7
Private transportation	14.344	200.626	207.664	214.743	7.0	3.4	1.3	1.4	2.8
New and used motor vehicles ⁽²⁾	7.414	99.527	102.704	103.909	4.4	1.2	-1.0	-0.3	0.5
Utilities and public transportation	8.865	216.968	221.675	222.081	2.4	0.2	-0.4	0.3	0.4
Household furnishings and operations	4.657	124.469	127.935	128.350	3.1	0.3	-0.3	0.0	0.4
Other goods and services	3.152	461.495	469.886	472.607	2.4	0.6	0.4	0.4	0.6
Personal care	2.535	238.175	240.366	241.735	1.5	0.6	0.0	0.3	0.6
Footnotes									
⁽¹⁾ Indexes on a December 1982=100 base.									
⁽²⁾ Indexes on a December 1997=100 base.									
⁽³⁾ Indexes on a December 1988=100 base.									

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, March 2021

[1982-84=100, unless otherwise noted]

Area	Pricing Schedule ⁽¹⁾	Percent change to Mar. 2021 from:			Percent change to Feb. 2021 from:		
		Mar. 2020	Jan. 2021	Feb. 2021	Feb. 2020	Dec. 2020	Jan. 2021
U.S. city average	M	2.6	1.3	0.7	1.7	1.0	0.5
Region and area size⁽²⁾							
Northeast	M	2.1	1.0	0.6	1.2	0.8	0.4
Northeast - Size Class A	M	1.7	0.8	0.4	1.1	0.7	0.3
Northeast - Size Class B/C ⁽³⁾	M	2.6	1.3	0.9	1.4	0.9	0.4
New England ⁽⁴⁾	M	1.8	1.3	1.0	0.7	0.8	0.3
Middle Atlantic ⁽⁴⁾	M	2.2	0.9	0.5	1.4	0.8	0.4
Midwest	M	3.0	1.5	0.7	1.7	1.3	0.8
Midwest - Size Class A	M	2.6	1.6	0.8	1.3	1.0	0.8
Midwest - Size Class B/C ⁽³⁾	M	3.2	1.5	0.7	1.9	1.4	0.8
East North Central ⁽⁴⁾	M	2.8	1.5	0.7	1.6	1.4	0.9
West North Central ⁽⁴⁾	M	3.2	1.5	0.9	1.9	1.0	0.6
South	M	2.9	1.3	0.8	2.0	1.1	0.5
South - Size Class A	M	2.8	1.3	0.7	1.8	1.1	0.6
South - Size Class B/C ⁽³⁾	M	3.0	1.3	0.8	2.1	1.1	0.5
South Atlantic ⁽⁴⁾	M	2.9	1.1	0.7	2.1	1.0	0.5
East South Central ⁽⁴⁾	M	4.0	1.7	1.1	2.9	1.5	0.6
West South Central ⁽⁴⁾	M	2.4	1.4	0.8	1.5	1.0	0.6
West	M	2.4	1.2	0.7	1.6	0.8	0.5
West - Size Class A	M	2.3	1.2	0.6	1.4	0.8	0.5
West - Size Class B/C ⁽³⁾	M	2.6	1.3	0.7	1.8	0.7	0.5
Mountain ⁽⁴⁾	M	2.5	1.3	0.9	1.5	0.8	0.5

Area	Pricing Schedule ⁽¹⁾	Percent change to Mar. 2021 from:			Percent change to Feb. 2021 from:		
		Mar. 2020	Jan. 2021	Feb. 2021	Feb. 2020	Dec. 2020	Jan. 2021
Pacific⁽⁴⁾	M	2.4	1.2	0.6	1.6	0.7	0.5
Size classes							
Size Class A⁽⁵⁾	M	2.3	1.2	0.6	1.4	0.9	0.5
Size Class B/C⁽³⁾	M	2.9	1.3	0.8	1.9	1.0	0.6
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI	M	2.6	1.2	0.6	1.2	1.3	0.6
Los Angeles-Long Beach-Anaheim, CA	M	2.2	0.9	0.5	1.0	0.6	0.4
New York-Newark-Jersey City, NY-NJ-PA	M	2.0	0.7	0.4	1.4	0.7	0.3
Atlanta-Sandy Springs-Roswell, GA	2				2.4	1.6	
Baltimore-Columbia-Towson, MD⁽⁶⁾	2				1.1	0.1	
Detroit-Warren-Dearborn, MI	2				0.8	0.6	
Houston-The Woodlands-Sugar Land, TX	2				1.0	0.9	
Miami-Fort Lauderdale-West Palm Beach, FL	2				1.4	0.8	
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	2				1.0	0.8	
Phoenix-Mesa-Scottsdale, AZ⁽⁷⁾	2				1.0	1.0	
San Francisco-Oakland-Hayward, CA	2				1.6	0.5	
Seattle-Tacoma-Bellevue, WA	2				1.7	1.2	
St. Louis, MO-IL	2				1.6	1.2	
Urban Alaska	2				1.3	1.0	
Boston-Cambridge-Newton, MA-NH	1	1.3	0.9				
Dallas-Fort Worth-Arlington, TX	1	3.4	1.8				
Denver-Aurora-Lakewood, CO	1	1.6	0.8				
Minneapolis-St.Paul-Bloomington, MN-WI	1	3.0	1.1				
Riverside-San Bernardino-Ontario, CA⁽⁴⁾	1	3.6	1.3				
San Diego-Carlsbad, CA	1	4.1	2.4				
Tampa-St. Petersburg-Clearwater, FL⁽⁸⁾	1	4.9	1.6				
Urban Hawaii	1	1.8	0.9				
Washington-Arlington-Alexandria, DC-VA-MD-WV⁽⁶⁾	1	2.6	0.7				

Footnotes

(1) Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

(2) Regions defined as the four Census regions.

(3) Indexes on a December 1996=100 base.

(4) Indexes on a December 2017=100 base.

(5) Indexes on a December 1986=100 base.

(6) 1998 - 2017 indexes based on substantially smaller sample.

(7) Indexes on a December 2001=100 base.

(8) Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, March 2021

[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U ⁽¹⁾	CPI-U	C-CPI-U ⁽¹⁾	CPI-U
December 2008			0.2	0.1
December 2009			2.5	2.7
December 2010			1.3	1.5
December 2011			2.9	3.0
December 2012			1.5	1.7
December 2013			1.3	1.5
December 2014			0.5	0.8

**CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
FISCAL YEAR 2020-21 PROJECTIONS**

	ADJUSTED ANNUAL BUDGET FY 20/21	% BUDGET USED THRU MAR	ACTUAL JULY TO MARCH FY 20/21	PROJECTED APRIL TO JUNE FY 20/21	PROJECTED FY 20/21	VARIANCE FAVORABLE (UNFAVORABLE) BUDGET VS PROJECTED FY 20/21
GENERAL FUND REVENUES & EXPENDITURES SUMMARY						
GENERAL FUND REVENUES						
TAXES	\$ 1,228,600	65.99%	\$ 810,805	\$ 505,500	\$ 1,316,305	\$ 87,705
OTHER AGENCIES	282,500	66.35%	187,451	132,676	320,127	37,627
LICENSES & PERMITS	321,550	51.54%	165,735	142,800	308,535	(13,015)
USE OF PROPERTY & MONEY	168,000	41.87%	70,340	49,250	119,590	(48,410)
EXCHANGE FUNDS	56,250	-	-	56,250	56,250	-
OTHER REVENUES	53,500	14.12%	7,554	7,705	15,259	(38,241)
TOTAL REVENUES	\$ 2,110,400	58.85%	\$ 1,241,885	\$ 894,181	\$ 2,136,066	\$ 25,666
GENERAL FUND EXPENDITURES						
01 CITY ADMINISTRATION						
EMPLOYEE SALARIES	\$ 435,100	50.81%	\$ 221,068	\$ 80,000	\$ 301,068	\$ 134,032
EMPLOYEE BENEFITS	190,000	57.83%	109,875	45,620	155,495	34,505
TOTAL PERSONNEL	625,100	52.94%	330,943	125,620	456,563	168,537
MATERIALS & SUPPLIES	143,500	44.45%	63,786	31,475	95,261	48,239
CONTRACTUAL SERVICES	213,200	87.81%	187,215	71,000	258,215	(45,015)
CAPITAL OUTLAY	-	-	3,117	-	3,117	(3,117)
01 TOTAL CITY ADMINISTRATION	\$ 981,800	59.59%	\$ 585,061	\$ 228,095	\$ 813,156	\$ 168,644
05 FINANCE						
MATERIALS & SUPPLIES	2,100	0.00%	-	-	-	2,100
CONTRACTUAL SERVICES	120,783	54.38%	65,676	53,348	119,024	1,759
CAPITAL OUTLAY	-	-	-	-	-	-
05 TOTAL FINANCE	\$ 122,883	53.45%	\$ 65,676	\$ 53,348	\$ 119,024	\$ 3,859
15 PLANNING & DEVELOPMENT						
EMPLOYEE SALARIES	\$ 212,450	74.67%	\$ 158,638	\$ 49,000	\$ 207,638	\$ 4,812
EMPLOYEE BENEFITS	72,950	70.02%	51,080	15,000	66,080	6,870
TOTAL PERSONNEL	285,400	73.48%	209,718	64,000	273,718	11,682
MATERIALS & SUPPLIES	12,600	10.11%	1,274	900	2,174	10,426
CONTRACTUAL SERVICES	544,400	65.70%	357,675	144,600	502,275	42,125
CAPITAL OUTLAY	2,000	-	-	-	-	2,000
15 TOTAL PLANNING & DEVELOPMENT	\$ 844,400	67.35%	\$ 568,667	\$ 209,500	\$ 778,167	\$ 66,233
25 LAW ENFORCEMENT	\$ 291,785	46.43%	\$ 135,468	\$ 109,700	\$ 245,168	\$ 46,617
65 NON-DEPARTMENT	\$ 97,350	39.32%	\$ 38,276	\$ 15,800	\$ 54,077	\$ 43,273
75 CITY PROPERTIES	\$ 67,500	85.83%	\$ 57,937	\$ 15,500	\$ 73,437	\$ (5,937)
GENERAL FUND TOTAL EXPENDITURES	\$ 2,405,718	60.32%	\$ 1,451,085	\$ 631,943	\$ 2,083,029	\$ 322,689
NET REVENUES BEFORE TRANSFERS	\$ (295,318)		\$ (209,200)	\$ 262,238	\$ 53,037	\$ 348,355
TRANSFERS	\$ (234,402)	19.19%	\$ (44,987)	\$ (144,000)	\$ (188,987)	\$ 45,415
NET REVENUE(DEFICIT) AFTER TRANSFERS	\$ (529,720)		\$ (254,187)	\$ 118,238	\$ (135,950)	\$ 393,770

**CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
FISCAL YEAR 2020-21 PROJECTIONS**

						VARIANCE FAVORABLE (UNFAVORABLE) BUDGET VS PROJECTED FY 20/21
	ADJUSTED ANNUAL BUDGET FY 20/21	% BUDGET USED THRU MAR	ACTUAL JULY TO MARCH FY 20/21	PROJECTED APRIL TO JUNE FY 20/21	PROJECTED FY 20/21	
GENERAL FUND REVENUES & EXPENDITURES DETAIL						
GENERAL FUND REVENUES						
4001 TAXES:						
401 Property Taxes	\$ 1,190,300	60.17%	\$ 716,183	\$ 485,000	\$ 1,201,183	\$ 10,883
405 Sales Tax	4,800	473.46%	22,726	2,500	25,226	20,426
410 Real Estate Transfer Tax	33,500	214.61%	71,896	18,000	89,896	56,396
4001 Total	1,228,600	65.99%	810,805	505,500	1,316,305	87,705
4030 OTHER AGENCIES						
585 Covid	50,000	100.00%	50,000	-	50,000	-
505 Grants	-		18,401	15,000	33,401	33,401
420 Motor Vehicle in Lieu Tax-VLF	232,500	51.20%	119,050	117,676	236,726	4,226
	282,500	66.35%	187,451	132,676	320,127	37,627
4050 LICENSES & PERMITS						
440 Building & Other Permit Fees	281,250	48.27%	135,764	130,000	265,764	(15,486)
450 Variance, Planning & Zoning Fees	20,000	112.17%	22,433	5,000	27,433	7,433
455 Animal Control Fees	1,300	19.85%	258	400	658	(642)
460 Franchise Fees	19,000	38.32%	7,280	7,400	14,680	(4,320)
4050 Total	321,550	51.54%	165,735	142,800	308,535	(13,015)
4060 FINES & VIOLATIONS						
480 Fines & Traffic Violations	14,300	22.45%	3,211	3,200	6,411	(7,889)
5000 USE OF PROPERTY & MONEY						
600 City Hall Leasehold RHCA	68,000	76.09%	51,741	17,250	68,991	991
670 Interest Earned	100,000	18.60%	18,599	32,000	50,599	(49,401)
5000 Total	168,000	41.87%	70,340	49,250	119,590	(48,410)
6500 EXCHANGE FUNDS						
620 Proposition A	56,250	-	-	56,250	56,250	-
6700 OTHER REVENUE						
650 PSAF & COPS	800	94.00%	752	255	1,007	207
655 Burglar Alarm Responses	600	58.33%	350	250	600	-
675 Miscellaneous	37,800	8.57%	3,241	4,000	7,241	(30,559)
6700 Total	39,200	11.08%	4,343	4,505	8,848	(30,352)
TOTAL GENERAL FUND REVENUES	\$ 2,110,400	58.85%	\$ 1,241,885	\$ 894,181	\$ 2,136,066	\$ 25,666

CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
FISCAL YEAR 2020-21 PROJECTIONS

		ADJUSTED	%	ACTUAL	PROJECTED		VARIANCE
		ANNUAL	BUDGET	JULY TO	APRIL TO	PROJECTED	FAVORABLE
		BUDGET	USED	MARCH	JUNE	FY 20/21	(UNFAVORABLE)
		FY 20/21	THRU MAR	FY 20/21	FY 20/21		BUDGET VS
							PROJECTED
							FY 20/21
GENERAL FUND EXPENDITURES							
01	CITY ADMINISTRATION						
7001	Employee Salaries						
702	Salaries Full Time	\$ 424,600	52.07%	\$ 221,068	\$ 80,000	\$ 301,068	\$ 123,532
703	Salaries Part Time	10,500	0.00%	-	-	-	10,500
7001	Total	435,100	50.81%	221,068	80,000	301,068	134,032
7005	Employee Benefits						
710	Retirement CalPERS - Employer	72,400	60.42%	43,746	21,500	65,246	7,154
715	Workers Compensation Insurance	7,700	80.64%	6,209	1,680	7,889	(189)
716	Group Insurance	47,600	42.50%	20,232	6,900	27,132	20,468
717	Retiree Medical	30,300	82.32%	24,943	8,340	33,283	(2,983)
718	Employer Payroll Taxes	26,800	43.30%	11,604	5,500	17,104	9,696
719	Deferred Compensation	2,000		1,041	600	1,641	359
720	Auto Allowance	3,200	65.63%	2,100	1,100	3,200	-
7005	Total	190,000	57.83%	109,875	45,620	155,495	34,505
7500	Materials & Supplies						
740	Office Supplies & Expense	60,000	37.78%	22,667	22,000	44,667	15,333
745	Equipment Leasing Costs	4,100	102.90%	4,219	950	5,169	(1,069)
750	Dues & Subscriptions	11,300	93.85%	10,605	500	11,105	195
755	Conference Expense	10,000	3.25%	325	-	325	9,675
757	Meeting Expense	2,000	24.90%	498	500	998	1,002
759	Training & Education	2,000	0.00%	-	-	-	2,000
761	Auto Mileage	500	5.20%	26	125	151	349
765	Postage	15,000	90.75%	13,613	3,000	16,613	(1,613)
770	Telephone	6,100	82.97%	5,061	1,050	6,111	(11)
775	City Council Expense	10,000	0.75%	75	800	875	9,125
780	Minutes Clerk Meetings	6,000	67.70%	4,062	500	4,562	1,438
785	Codification	5,000	11.00%	550	550	1,100	3,900
790	Advertising	1,500	-	325	500	825	675
795	Other General Administrative Expense	10,000	17.60%	1,760	1,000	2,760	7,240
7500	Total	143,500	44.45%	63,786	31,475	95,261	48,239
8000	Contractual Services						
801	City Attorney	90,000	68.90%	62,006	26,000	88,006	1,994
802	Legal Expenses - Other	3,000	0.00%	-	1,000	1,000	2,000
820	Website	6,000	456.80%	27,408	4,000	31,408	(25,408)
850	Election Expense City Council	30,000	0.00%	3,633	25,000	28,633	1,367
890	Consulting Fees	84,200	111.84%	94,168	15,000	109,168	(24,968)
8000	Total	213,200	87.81%	187,215	71,000	258,215	(45,015)
9000	Capital Outlay						
950	Capital Outlay - Equipment	-	-	3,117	-	3,117	(3,117)
9000	Total	-	-	3,117	-	3,117	(3,117)
01	TOTAL CITY ADMINISTRATION	\$ 981,800	59.59%	\$ 585,061	\$ 228,095	\$ 813,156	\$ 168,644

**CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
FISCAL YEAR 2020-21 PROJECTIONS**

		ADJUSTED ANNUAL BUDGET FY 20/21	% BUDGET USED THRU MAR	ACTUAL JULY TO MARCH FY 20/21	PROJECTED APRIL TO JUNE FY 20/21	PROJECTED FY 20/21	VARIANCE FAVORABLE (UNFAVORABLE) BUDGET VS PROJECTED FY 20/21
05	FINANCE						
7500	Materials & Supplies						
750	Dues & Subscriptions	\$ 2,100	0.00%	\$ -	\$ -	\$ -	\$ 2,100
776	Miscellaneous Expenses	-		-	-	-	-
7500	Total	2,100	0.00%	-	-	-	2,100
8000	Contractual Services						
810	Annual Audit	17,100	100.06%	17,110	-	17,110	(10)
890	Consulting Fees	103,683	46.84%	48,566	53,348	101,914	1,769
8000	Total	120,783	54.38%	65,676	53,348	119,024	1,759
9000	Capital Outlay						
950	Capital Outlay - Equipment	-	-	-	-	-	-
9000	Total Capital Outlay	-	-	-	-	-	-
05	TOTAL FINANCE	\$ 122,883	53.45%	\$ 65,676	\$ 53,348	\$ 119,024	\$ 3,859
15	PLANNING & DEVELOPMENT						
7001	Employee Salaries						
702	Salaries Full Time	\$ 196,700	67.25%	\$ 132,281	\$ 43,000	\$ 175,281	\$ 21,419
703	Salaries Part Time	15,750		26,357	6,000	32,357	(16,607)
7001	Total	212,450	74.67%	158,638	49,000	207,638	4,812
7005	Employee Benefits						
710	Retirement CalPERS - Employer	33,800	81.40%	27,512	6,000	33,512	288
715	Workers Compensation Insurance	3,800	62.76%	2,385	900	3,285	515
716	Group Insurance	16,200	64.29%	10,415	4,000	14,415	1,785
718	Employer Payroll Taxes	16,750	61.30%	10,268	3,800	14,068	2,682
719	Deferred Compensation	-	#DIV/0!	-	-	-	-
720	Auto Allowance	2,400	20.83%	500	300	800	1,600
7005	Total	72,950	70.02%	51,080	15,000	66,080	6,870
7500	Materials & Supplies						
758	Planning Commission Meeting	3,000	28.50%	855	800	1,655	1,345
776	Miscellaneous Expenses	2,000	20.95%	419	100	519	1,481
750	Dues & Subscriptions	600	0.00%	-	-	-	600
755	Conference Expense	5,000	0.00%	-	-	-	5,000
759	Training & Education	2,000	0.00%	-	-	-	2,000
7500	Total	12,600	10.11%	1,274	900	2,174	10,426
8000	Contractual Services						
802	Legal Expense - Other	-		-	-	-	-
872	Property Development - Legal Expense	67,000	86.35%	57,857	10,000	67,857	(857)
878	Build Inspection LA County/Willdan	150,000	57.67%	86,506	60,000	146,506	3,494
881	Storm Water Management	124,000	80.04%	99,253	18,500	117,753	6,247
882	Variance & CUP Expense	7,000	146.96%	10,287	1,100	11,387	(4,387)
884	Special Project Study & Consultant	196,400	52.84%	103,772	55,000	158,772	37,628
8000	Total	544,400	65.70%	357,675	144,600	502,275	42,125
9000	Capital Outlay						
950	Capital Outlay - Equipment	2,000	-	-	-	-	2,000
9000	Total Capital Outlay	2,000	-	-	-	-	2,000
15	TOTAL PLANNING & DEVELOPMENT	\$ 844,400	67.35%	\$ 568,667	\$ 209,500	\$ 778,167	\$ 66,233

**CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
FISCAL YEAR 2020-21 PROJECTIONS**

	ADJUSTED ANNUAL BUDGET FY 20/21	% BUDGET USED THRU MAR	ACTUAL JULY TO MARCH FY 20/21	PROJECTED APRIL TO JUNE FY 20/21	PROJECTED FY 20/21	VARIANCE FAVORABLE (UNFAVORABLE) BUDGET VS PROJECTED FY 20/21
25 LAW ENFORCEMENT						
8200 Law Enforcement						
830 Law Enforcement	\$ 232,785	55.60%	\$ 129,439	\$ 95,000	\$ 224,439	\$ 8,346
833 Other Law Enforcement Expenses	3,000	35.73%	1,072	1,200	2,272	728
837 Wild Life Management & Pest Control	50,000	5.12%	2,562	10,000	12,562	37,438
838 Animal Control Expense	6,000	39.92%	2,395	3,500	5,895	105
8200 Total	291,785	46.43%	135,468	109,700	245,168	46,617
25 TOTAL LAW ENFORCEMENT	\$ 291,785	46.43%	\$ 135,468	\$ 109,700	\$ 245,168	\$ 46,617
65 NON-DEPARTMENT						
7500 Materials & Supplies						
776 Miscellaneous Expenses	\$ -	-	\$ -	\$ -	\$ -	\$ -
901 South Bay Community Organization	4,100	48.78%	2,000	500	2,500	1,600
985 Contingency	25,000	0.00%	-	5,000	5,000	20,000
7500 Total	29,100	6.87%	2,000	5,500	7,500	21,600
8000 Contractual Services						
895 Insurance & Bond Expense	27,600	78.84%	21,761	5,100	26,861	739
8000 Total	27,600	78.84%	21,761	5,100	26,861	739
8500 Community Promotion						
915 Community Recognition	11,000	3.46%	381	200	581	10,419
916 Civil Defense Expense	650	0.00%	-	-	-	650
917 Emergency Preparedness	29,000	48.74%	14,135	5,000	19,135	9,865
8500 Total	40,650	35.71%	14,516	5,200	19,716	20,934
65 TOTAL NON-DEPARTMENT	\$ 97,350	39.32%	\$ 38,277	\$ 15,800	\$ 54,077	\$ 43,273
75 CITY PROPERTIES						
8000 Contractual Services						
925 Utilities	\$ 34,000	71.74%	\$ 24,390	\$ 8,900	\$ 33,290	\$ 710
930 Repairs & Maintenance	20,000	74.34%	14,867	5,200	20,067	(67)
932 Area Landscaping	13,500	138.37%	18,680	1,400	20,080	(6,580)
8000 Total	67,500	85.83%	57,937	15,500	73,437	(5,937)
9000 Capital Outlay						
946 Building & Equipment	-	-	-	-	-	-
9000 Total	-	-	-	-	-	-
75 TOTAL CITY PROPERTIES	\$ 67,500	85.83%	\$ 57,937	\$ 15,500	\$ 73,437	\$ (5,937)
131 GENERAL FUND TOTAL EXPENDITURES	\$ 2,405,718	60.32%	\$ 1,451,086	\$ 631,943	\$ 2,083,029	\$ 322,689
NET REVENUES BEFORE TRANSFERS	\$ (295,318)		\$ (209,201)	\$ 262,238	\$ 53,037	\$ 348,355
699 Fund Transfers (OUT) IN						
Traffic Safety Fund	\$ (20,000)	0.00%	\$ (5,460)	\$ -	\$ (5,460)	\$ 14,540
Capital Improvement Fund	(169,875)	0.00%	-	(150,000)	(150,000)	\$ 19,875
Underground Utility Fund	-	0.00%	-	-	-	-
Community Facilities Fund	(11,000)	0.00%	-	-	-	11,000
Refuse Collection Fund	(57,527)	-	(57,527)	-	(57,527)	-
Refuse Collection Fund	24,000	75.00%	18,000	6,000	24,000	-
699 Total	(234,402)	19.19%	(44,987)	(144,000)	(188,987)	45,415
NET REVENUE(DEFICIT) AFTER TRANSFERS	\$ (529,720)		\$ (254,188)	\$ 118,238	\$ (135,950)	\$ 393,770



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.B

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE COMMUNITY FEEDBACK ON VEGETATION MANAGEMENT IN THE CANYONS FROM FOCUS GROUP MEETING HELD ON APRIL 14, 2021; AND CONSIDER AND APPROVE RECOMMENDATIONS FROM COUNCILMEMBER LEAH MIRSCH.

DATE: April 26, 2021

BACKGROUND:

The City Council directed Councilmember Leah Mirsch to conduct a focus group on April 15, 2021 to gather input from the community on vegetation management in the canyons. The meeting date was subsequently changed to April 14, 2021 to avoid conflict with the Rolling Hills Community Association Board meeting.

Councilmember Mirsch drafted an agenda for the focus group comprising of two questions for the community:

1. Why are we not managing vegetation in the canyons?
2. What are the possible solutions to motivate vegetation management in the canyons?

DISCUSSION:

On April 14, 2021, thirty-two residents participated in the focus group meeting including Councilmember Mirsch and City staff. The meeting commenced at 6:30pm and ended approximately 8:30pm.

The participants suggested the following as obstacles to managing fire fuel in the canyons:

1. It is expensive
2. Steep slopes with no access
3. Difficult to remove trimmings from canyons to the streets
4. Unknown the proper mitigation? Vegetation type to remove? Density of fuel? Establish fuel breaks?
6. Lack of regulations, and or authority.
7. Environmental Issues

The participants suggested the following solutions:

- a. Prioritize areas for fuel abatement
- b. Provide dumpsters
- c. Group homeowners together and target priority areas for small group of homeowners to work together
- d. Fire Department to provide guidance on mitigation scope of work
- e. More regulations
- f. Find access through the bottom of canyons including locations for removing vegetation trimmings
- g. Involve the RHCA using RHCA's easements
- h. Phos Check Spray Canyon (product suggested by Mr. Visco)
- i. Control growth of vegetation by controlling stormwater flow
- j. Mitigate environmental impacts (blue line stream)

City staff shared with the participants that the Los Angeles County Fire Department prioritized canyons in the community based on fire risks. The list of prioritized canyons was emailed to participants post meeting.

Participants were also informed that the collected feedback will be presented to the City Council at the April 26, 2021 meeting along with Councilmember Mirsch's observations and recommendations.

Councilmember Mirsch is recommending three primary actions based on her observations from the focus group: (1) move quickly to the analyze the community's feedback; (2) demonstrate City's commitment to the issue; and (3) don't delay working on both easy and complex issues.

Under the first recommendation, Councilmember Mirsch suggests to the City Council to create a subset of the standing Fire Fuel Committee, an ad hoc subcommittee to analyze the focus group data. The ad hoc subcommittee shall develop recommendations for City actions. The ad hoc subcommittee shall be dissolved once City actions are presented to the City Council.

Under the second recommendation, Councilmember Mirsch suggests that the ad hoc subcommittee regularly reports progress to the City Council and that City staff regularly reports progress of the ad hoc subcommittee's work via the Blue Newsletter and the City's website.

FISCAL IMPACT:

There is no fiscal impact to hold a focus group meeting. If the City Council approves the recommended actions, the ad hoc committee and City's work will be a part of the operational cost for FY 2020-2021.

RECOMMENDATION:

Receive and file information from focus group meeting and approve Councilmember Leah Mirsch's recommended follow up actions.

ATTACHMENTS:

[Focus_Group_Agenda_2021-04-14.pdf](#)

[FOCUS GROUP.docx](#)

[FocusGroupComments.v2.xlsx](#)

[PriorityCanyonsIdentifiedByFireDepartment2021.pdf](#)

[FocusGroupPresentationToCityCouncil-2021-04-26.pptx](#)

**CANYON WILDFIRE PREVENTION AND VEGETATION MANAGEMENT
FOCUS GROUP**

6:30PM, APRIL 14, 2021

1. INTRODUCTION
(Meeting will be recorded)
2. PURPOSE
3. MEETING PROCESS
4. WHY ARE WE NOT MANAGING VEGETATION IN THE CANYONS?
5. IDENTIFY POSSIBLE SOLUTIONS
6. CLOSING
 - a. QUESTIONS
 - b. REVIEW
 - c. NEXT STEPS – PRESENT FOCUS GROUP FEEDBACK TO CITY COUNCIL ON 4/26 OR 5/10

FOCUS GROUP
APRIL 14, 2021
WHITE BOARD

Problems

1. Expensive
2. Steep slope/no access
3. Difficult to remove vegetation from the canyons to the streets
4. What is the proper mitigation? Vegetation type, density of fuel, fuel break?
5. Lack of authority (regulations)?
6. Environmental issues

Solutions

1. Priority areas Si's canyon and Flying Triangle
2. Provide dumpsters
3. Group homeowners together and target priority areas for the small group of homeowners to work together
4. Fire Department provide guidance on scope of work
5. More regulations
6. Find access and trimming pick-ups through the bottom of the canyons
7. Involve the Rolling Hills Community Association (RHCA); using RHCA's easement access
8. Phos Check Spray canyon (Visco)
9. Controlling growth of vegetation by controlling stormwater
10. Mitigate environmental impacts (blue line stream)

FIRE FUEL MANAGEMENT IN THE CANYONS
FOCUS GROUP

Index	Date Received	Comment	Resident
1	3/25/2021	Have fire department rate 6-7 major canyons for danger and mitigation strategy that would significantly reduce risk and enhance fire department fire management. Then property owners involved are notified of a plan and cost to accomplish the mitigation plan and are required to pay the fair contribution based on an estimate of cost of work. The major tree trimming companies bid the work as a master contract to facilitate quality control, eliminate property line disputes, and overall efficiency and the City agree to pay x% of the cost just like undergrounding poles. The City needs a fire safety ordinance to facilitate this and I believe it would have community support. And each owner involved gets credit for one dumpster of debris removal for material which can't be chipped and spread on canyon trails or new fire roads.	Don Crocker
2	4/3/2021	Tree companies to render competitive bids to the City for individual homeowners who live above canyons containing flammable material. Those homeowners who do not have houses above canyons could not be involved in the costs.	Ron Sommer
3	4/8/2021	Please refer to Committee re Zoom mtg next week: Do a drone survey of each RH canyon and have the fuel load analyzed for configuration risk and ease of mitigation action. There are 2 parties: risk to the owner to his residence AND litigation from other area homeowners who have done fuel mitigation if damage occurs and he has been notified of a dangerous condition; second the risk and cost to the whole City if there is massive damage and even loss of life like Paradis suffered for the next many many years in ability to continue to function and impact on property values. We need to move ahead.	Don Crocker
4	4/10/2021	Have a meeting of owners of a particular canyon in RH to view the Drone film and understand the risks and mitigation strategies and try to develop a plan for that particular canyon eg Flying Triangle to Crest Rd; Portuguese Bend Road rd North to Crest etc. probably some owners do not know what portion of a canyon is in their title.	Don Crocker
5	4/9/2021	(1) Gaining access to the canyons to perform mitigation and remove vegetation is a huge challenge. For many of us, the only practical way is via the trails. It would be a great help if the Assoc./City would provide pick up for cut vegetation using the trails, once or twice a year, just like the green waste pick up via the streets. I think this would provide a good start to solving a very large problem. (2) We, as a community, need to become educated in how to best reduce the volume of fuel in our canyons. It is important to know which plants are highly flammable (usually the ornamentals) and which are Natives (less flammable) and remove them accordingly. There are many experts to guide us in the correct procedures: what percentage of vegetation should be removed, which shrubs to keep and which to eliminate, how to prune correctly for fire safety, etc. It is going to be a big undertaking and we ant to get right.	Sue Breiholz
6	4/13/2021	Leah, I noticed the dwelling live brush removal note about your focus group tomorrow. I wanted to let you know that when this issue arose a few years ago I told the City Council in a meeting that they convened on the subject that clearing the canyons on hillsides was very likely to result in mudslides during heavy rains. I reminded them that after most major fires mudslides were the result. I got the normal rolling eye response from many in the audience and some on the City Council and some disparaging comments. The Fire Chief who had been invited to this meeting spoke up in my defense. He said that I was correct and that this was one reason that this is not required. He said that clearing canyons could result in mudslides and they could be destructive. He also noted that this is why evacuations are often required after major fires. Given the steepness of our canyons and our mud/landslide problems, this is a real and present danger. In addition when you clear our vegetated canyons this can lead to very fast moving grass/weed fires. When the last preserve fire happened I saw what looked like a small puff of smoke very near the ocean and called the fire department. Jim immediately started loading pets in the car just in case, as I called neighbors to warn them. In about 10 minutes I had to stop calling as we had a roaring fire in the preserve very near Rolling Hills. As to coyotes loving canyon vegetation s protection and avoiding open areas- the many coyotes who trapse through the property morning and night going to and from the preserve deep into Rolling Hills always take the trails. They are not nervous or afraid and have in the past, turned toward me rather than away, when I attempt to chase them away.	Cathy Nichols

7	4/15/2021	<p>1. As a resident whose property includes the 75 foot County easement for the Lower Willow bridle/hiking trail and the 25 foot RHCA easement, I have long wondered whose responsibility it is to manage the vegetation on and around the trail. A joint effort with RHCA and the property owner would seem to be a reasonable solution. If the owner can get the vegetation trimmed, could the RHCA equipment be used to haul/mulch the trimmings? Since vehicles are not allowed on the trails (and as an equestrian I wholeheartedly agree with this!!) perhaps a dedicated maintenance period during the year for specific locations could be coordinated with RHCA's annual maintenance schedule. This would be much safer than expecting individual property owners to haul away trimmings along the trails down in the canyon, and avoid the use of unauthorized private/vendor vehicles on the trails without oversight.</p> <p>2. Does the Fire Inspector view properties from the vantage point of the trails to recommend clearance/trimming of vegetation, particularly large dying trees?</p> <p>3. There are many fences along the trails that have been neglected to the point that they would be considered fire fuel and should be removed or repaired as part of the fire fuel management process.</p> <p>4. Neighborhood Zone meetings seem a good starting point for residents to discuss with neighbors the best solutions for their properties. Perhaps initiate some zoom meetings until in person meetings can resume.</p> <p>The trail system in our beautiful city should be viewed as a vital part of the fire department's defense of our hill in the event of a fire, and to that end ensuring that the trails are cleared for their job should be a priority.</p>	Jana Cooley
8	4/14/2021	<p>Elaine reading question from meeting:</p> <p>Q. Is there a clean map with each canyon names clearly of the canyons relevant to this discussion?</p> <p>A. No, there is not a map generated by the city, we have been using Google Map, that tells us which canyon is which. The Fire Dept. does have a mapping system that they use, it's much more sophisticated, it's that data that they use to figure out what canyons they want to prioritize, they gave the city a list of 11 canyons within the city, that is part of our grant project, out of the 11 canyons, they prioritize 4. Currently we don't have the names of the 4 canyon, but will request the names from the Fire Dept. which we can provide that to you via email, place your email address in the chat function.</p>	
9	4/14/2021	<p>Drafted plan for everybody to think about. The fuel load is actually an urban forest, rather than a wild land fire area, because that's what the forest service told me when they inspected my property a few years ago. Obviously a very dangerous condition, so the City has jurisdiction over the situation, so we need to plan, we need to budget a person that is committed and that is going to follow through, one that is on the payroll, that will develop plans, and sets priorities, etc.. He proposed to have a drone record the canyons however if the fire services already have these recordings, then that is great. But then overlay it with the ownership maps that each of us have, that plot lines for our titles and because land moves, your title stays the same as far as the definition as to where those lines are and so there would be an overlay of the photo with people's title and who owns what in that canyon, so everyone of us for the first time may have discovered the property line is based on the meets and bounds lines that are recorded at the Recorder's Office. He suggested that they have field trips of groups that are identified of being owners of that particular canyon so they can understand exactly what the issues are based upon what the Fire Department is recommending. He suggested that there be groups, just for that particular canyon, they would get together and they would discuss what mitigation plan would be and that the city would gain the ability to permit trespass, so if someone says that don't want anybody coming in inspecting their property and/or having anybody bringing access across my easement line, because probably everybody has a 10 Ft easement at the bottom on our canyon and it's joined by the 10 ft easement and the adjoining landowner, so this probably ingress/egress through the Association to come in and create an access to that area for the purpose to using these machines. We have other ways to get rid of the brush and trees. You can bring in a grinder to grind up the vegetation. Use a chipper to chip it out, to the extent that you have to physically put stuff brought and that everybody would have a dumpster, free once a year, so the combined owners would have their dumpsters, filled and not charged to the owner, but accepted by the city to get the material out that can't be properly chipped and left in there. Let there be a report by Recorder, as far as what's happening, and we need a couple of demonstrations of canyon, and he proposed Size canyon because of access and the amount of fuel load coming right up to PBR and Crest Road where there is an enormous amount of fuel or also the Fying Triangle, cause that's where the fires come, the last 2 times and burned, or almost burned houses and is a very dangerous condition.</p> <p>Elaine: Mr. Crocker your combined thoughts and feedback will be combined. Will discuss hauling out, property management and other possible solutions.</p>	Mr. Don Crocker
10	4/14/2021	<p>One of Don's suggestions is excellent, that is to get the neighbors adjacent from the canyon together because there is a small manageable group and a lot of the times they don't even know the neighbors across the canyon, so that's an excellent start. Second: If we can get some direction from the Fire Dept. as to what vegetation is down in the canyon and what should be removed and what can be managed, I don't see us removing all vegetation in the canyon that is an unworkable solution, so is there something that works as an understandable standpoint. Those are 2 points to consider.</p>	David McKinnie

11	4/14/2021	Having heard enough of board meetings and residents, nobody here wants to take the initiative, therefore, we can spend the Associations money to clean brush away but some resident do not want to pay. Also managing the canyon fire fuel is something that requires a little bit of care, so I have no problem, I can cut so many trees and cleaned out so much, that I would be happy to do more but it may be best if the city decides to use their own staff or their own people to clean things up properly. This is dealing with fire and paying for the clean up, whatever fees they charge, I m not trying to escape the charges but I m trying to have a uniform work done so we know the job is done correctly and the risk associated with that, if you don t have the vegetation cut and left there. That would be the most effective way of doing this, our residents are, or most of the residents are not very supportive but those particular ones that we have seen in the past don t want to take this on, but if the city has a city wide initiative, then that s their job. Accordingly that would be the most effective way to make the town safe from fires coming from the canyon.	Dr. Goodarzi
12	4/14/2021	The reasons this has not happened is because it is extremely expensive to remove the vegetation and to manage the canyons. The other problem is getting the brush from the canyon to a place where it can be picked up. You mentioned the dumpster, which that s great but we ve figured that our canyon, from the bottom to the top of the street, where would a dumpster be placed, it's 500 feet and it is a steep terrain, it would be physically impossible to get that vegetation from the canyon up to the street. Those are the 2 obstacles preventing this from happening.	Sue Breiholz
13	4/14/2021	<p>Arlene Honbo: Liam, from our property, we do try to manage it but we manage what we can access, which is the square footage that is closest to the house. We live on Size Canyon, we do cooperate with a few of our neighbors who actually have the sides of the canyons that is also accessible. They manage it every year but the growth that is at the very bottom of the canyon, is similar to what Sue Breiholz is saying, it's very dense, very steep and it s not easy to manage because how do you get it out of there without dumping it out on the trail. I have spoken to landscapers, which they will only go so far down the canyon. They will stop because it s too dangerous for them. Part of it is the physical limitations, how do you access the vegetation?</p> <p>Gene Honbo: Don, it s not Size Canyon, it s Sepulveda Canyon, it was one of the canyon s that the Fire Dept. said that it was dangerous and to get to the canyon is tough. Sue, as far as getting the material out, the idea is to push it down the canyon and remove it from the bottom instead of moving it up. I think we need to get an idea from the Fire Dept., what the instate vision looks like? There are some people that worried about all vegetation will be removed, which it is not. What is a safe amount? What is a safe amount that would be pleasing, and make us look like a rural environment? I think we need some guidance from the Fire Dept. on how much should we remove and what is safe. It is going to cost a lot of money and I agree with Sue that it s not going to be cheap.</p>	Arlene Honbo Gene Honbo
14	4/14/2021	The problem is a lot of us trying to get out of the canyon but there is stuff that is set, that actually has a real canyon below them, but they own. Not just ones that are set in here and have to clean up our canyons that don t really have canyons below them. Example, there is a gentlemen on Middleridge that cleaned off his deep incline, he got all the brush cleared off, he spent 3 years trying to get the right dun off this property. He made a small trail so he can get his tractor down there to clean out the dead vegetation. He spent a lot of money, he didn t destroy anything because he went down to where there was a creek, there is more to this than to just saying, well, I can make a trail down the hill side to clean my property. The other thing is that the canyons are steep, you can t get down and you can t make trails. I don t care where your easement are because they're steep enough that puts them into slide territories, so then you re thinking about this, you really need to think hard because it s not that simple.	Mr. Aichele
15	4/14/2021	NAME?: Before COVID, I have a biology background, I would walk the Raddle Snake Trail every day and would watch how the Black Mustard plant would grow and soon turn brown and become these vertical match sticks. I actually came up with some ideas, the problems that you guys are saying they're on steep slopes that we don t have access too, it has a lot of air to it cause these vertical dry sticks and the question I was trying to think of a way that we could get some type of futuristic engineering approach, from a bioengineering school, I tried all last year sending emails to Berkley, because my daughter is a bio-engineer, which I never got a response but maybe some of the local school. Black Mustard covers the preserve area, I believe that is a major fire fuel, it's very brittle, and soon after it dries out, I was thinking of all kinds of mechanical ways to roll it down the canyon so it wouldn t be such a fire hazard on the slopes. I spoke with the City of Rancho Palos Verdes, but did not get too far. Do we have a lot of Black Mustard in our canyons? Does anybody have contacts from local Universities, as far as an Engineering Dept., because this would be an excellent engineering project to figure out how to get to these slopes that are full of fuel that we really can t get access to. Another question, have the goats been effective on getting rid of this fuel in the past?	Name??

16	4/14/2021	The amount of energy that Mustard Seed has, clearing the hill, a fire barrier, we are making this issue so big, so large, so scary of the cause. We only have 3 canyons, we can start someplace and do so much, this month, next year, and so on. I have removed 48 trees and trimmed them, yes it's doable and if I have to bring that wood from 300 feet, I would have to worry about it, I would need to have 20-30 feet of fire barrier, so the fire canyon from the canyon does not jump up to the house, to the residential area. That's why, if you do this through City Planning, it would be much easier and we would not be disengaged, there will be no risk for the residents and no risk for the contractor. The fire barrier is not much, but this was what I would like to recommend. Remember, 3 months ago, we have spent so much money, clearing brushes for people who claim 10 ft fire clearance, here and there and wanting the city to pay for something that they should have done. And now your saying this is so big, I don't know where to start. Start at one place, and if you want my house, I'm at the first canyon, start at mine, even though my neighbor is very unfriendly, very uncooperative, I have no problem. If the City is there, I will say I will take care of the trees on the canyon path to break that path and maybe there will be some cooperation, but right now the way I hear this, it's not a starter. As an engineer, I would take this as a solution, my house is against the canyon and maybe yours is not, we are talking about fire barrier but not eliminating the fire, let the hill burn, if it happens naturally due to some goofy fault, we just want to have a fire barrier, so the fire doesn't cross. That's what we really need to do with the canyon, otherwise to imagine we are going to eliminate all of that PV, which is those green stakes, it's not practical and that's what I would like to see, dry or green, it doesn't make a difference. That is my comment, it's better to approach this thing as a City point of view. If the city decides to charge each resident for their portion, for one out-pay, the first thing to do is to get authorization from every single resident that will give the city their permission, so the City can bring in a contractor or professional to review and assess. Otherwise if you don't do that we will never get it started because someone going to say that I'm not going to let them on my property, that's my easement, I don't want to do this. I've been hearing this for the past three years. That's the fact about our residents. I would strongly recommend to have a starting point, it doesn't matter how small it is. Start at someplace and set a precedence, then expand and grow and continue through the canyons. Thank you	Dr. Goodarzi
17	4/14/2021	If we can put a marsh rover, we can certainly figure out how to do this. Second: It's very easy if we take access through the canyon bottoms. Using the Association easements, and not being on the board, the Association has the authorization to go over the easements, in which the easements are at the bottom of the canyon and most likely will be at least 20 foot wide, on both sides, obvious we have blue line streams to worry about, environmental issues that would have to be taken into consideration. But basically, if you can take a vehicle, an all-terrain vehicle that you can place in there, we would have a master bid, all the tree trimmers bid competitively for the job, to clear the canyons, so you can get the very best price. These guys are extraordinary in what they do. They are not afraid going up the hillside and chopping down trees, basically you would have to cut it up more. You would have a vehicle that would have a bin, which you can throw all the vegetation in and drive up the street to haul it out, thereafter get another load. Some of these workers would carry the debris, a quarter of a mile, on their backs. So you could also drag the larger items, up the hill. The important thing is to take away the larger fire fuel vegetation that burns quickly and that has a lot of oil in it which will throw the ambers up the hill. My experience with Black Mustard is when it dies back, there is no fire value there, and it's just a dry, tiny stick. So I don't think Black Mustard is a big risk, it's all those shrubs and bushes that are in the canyons. The idea of dragging this 300 feet, up the canyon, into a dumpster is unnecessary. Bidding out a contractor for this type of work, anybody would be very excited about getting a job for the City. Get competitive bids. When you consider the impact of a fire that destroys Rolling Hills, as the Paradise did, it financially impacts the city, as well as destroying the property value, even if your house doesn't burn down. This fire guy told me that this was an urban forest and would never permit to having this again in the State of California. Plus the State of California is coming up with money to manage fire, if that's the case we can somehow try to get some type of a Grant. I'm happy to pay my fare share, we need access, the Association has access to the bottom of the canyon, it's easy to do this at the bottom of the canyon, gravity feeds, takes all the heavy stuff down the hill, you cut it and it rolls down the hill to the bottom and cut it up, I've done this myself. Let's not say that they're barriers, let's try it, one of these canyons are the top 3. I bet it can work, I'll be happy to pay my fare share and happy to pay for somebody else's share if they can't pay for it. To get it done, for example in the Flying Triangle.	Mr. Crocker
18	4/14/2021	In my humble opinion, the biggest problem is authority. The Council and City has to establish authority, whether they force the owner or the City pay, whatever it is, based on the last 4 years that I've been here, every year is based upon authority. If one neighbor does not follow protocols, then it destroys the whole plan. The plan needs to be coordinated. I believe it is important to establish the authority of this initiative, on behalf of the Community Association, and of the residents. Establishing authority in my humble opinion, based on the character of our city and the board meeting is the biggest element, especially given the comments that was provided on your/this report. Having establishing that authority we have the right on behalf of the community and if somebody doesn't want to do something, we will deal with it somehow, that is important.	Dr. Goodarzi

19	4/14/2021	We have two models here, do what's right, which we all recognize if we can get 100% buy in, I dislike this term, however, if we get a buy in in compliance, it would be virtually impossible because there will always be someone who will not voluntarily do anything, for numerous reasons, you can't tell them what to do. If your going to go with the voluntary approach, you will have to accept what degree among participation is acceptable and what can we do to work around that situation. The second model of course is the deliverable model. I, amongst everybody else, do not like to be told what to do on my property, however if you want 100% participation, the regulatory model is what you'll be stuck with. How/What has to be done and who is going to pay for it and how it's going to be paid for, those are the issues which will need to be addressed. So there are numerous ways to handling that issue. I agree that you have to establish whether it's going to be voluntary or regulatory. My own personal opinion is, as far as payment is, I don't own any of the canyon, although I'm right against the Paint Brush Canyon. I look down on it every day, it's all dead Mustard, it's full of Acacia, Lemonade Berry, and full of burnt tree from the 2009 fire, that were never dealt with, so I've been hammering away for years now about the dangers of the Paint Brush Canyon. I also look down on the Nature Preserves, from the Southern border, it's full of dead Mustard, even though a lot of it has been cleared, thanks to our City for paying for it and still full of Acacia, Lemonade Berry and flammable vegetation. There is quite too much vegetation, the wrong kind, in the wrong locations in and surrounding the City. The canyons are absolutely critical, so I'm going to hold off on the solution part, cause I have some specific ideas on that also, but I do agree with Don on if there is a will, there is a way. I agree with the Engineers, we can do, what we have to do. And if there is truly vegetation that is NOT accessible, I have a solution for that also, but I'll hold off on that.	Mr. Visco
20	4/14/2021	Especially along the canyons, water feeds canyons causing vegetation growth. We have to control dumping water in the canyons, it doesn't cost that much, believe it or not, at least for the brush canyon to install an 18 inch pipe, to take out all that water, it would cost \$50-60K, so we have to be creative to say that if we do not feed water to that canyons, there would be no vegetation growth around the canyons, which equals less cutting of the vegetation. So if we can consider that and put it in your plan, it may be a lower cost, never mind landslide, also it controls the wild animal, coyotes going to the water source. Please consider that, by controlling the water, it may be a cost solution for this area.	Mr. Goodarzi
21	4/14/2021	I think Don brought up that's very important, to begin to control the canyons, is to control the bottoms of the canyons. That's where we can push our materials down, instead of up. It's easier to push material down in the canyon, access by four wheel vehicles, to the dumpsters. The canyons to be the safest are the ones that have access to the bottom of the canyons, such as Sepulveda Canyon, Blackwater Canyon, they have on the bottom of the canyon access routes where the Association can come in with their equipment and clear off the sides. Other canyons do not have access to the bottoms and maybe that's where we should start looking. How do we start gaining access to the canyon, so we can start clearing the hillsides of those canyons and push that material down to the bottom so we can easily remove them. I would think that controlling the bottom of the canyon and having access will remove the material.	Gene Honbo
22	4/14/2021	We have to involve the Community Association, the RHCA in most cases probably have a 20 ft easement in the bottom on the canyons, where the properties come together. I think it's critical to map the trails and easements correctly, so the Community Association has the right. You have to declare a dangerous condition, when you declare a dangerous condition the city has an enormous amount of power to correct that situation. The Fire Dept. will give you a letter, you can get a legal opinion on that. Then you have the right to take the legal steps, be very careful on the environmental issues, blue line streams are protected, there are environmental issues that we'll have to work around. But the fact is, if we go from the bottom and use the easements from the Association and the City makes it a dangerous condition, therefore the city says, we are going to do this a responsible and careful way, we aren't going to damage the environment but we are going to mitigate the types of materials that are most combustible and most likely create a more serious problem and thin it out and do the right things that the Fire Dept. as experts recommend, then we will have a legal basis to do it and everybody will have to cooperate. Just like right now, they are cutting down their trees, even though they don't want too, they are complaining about it, but I see an enormous amount of dumpsters filled with trees and debris from the Fire Dept. actions, right now, because it's a dangerous condition affecting the evacuation routes of our city, which is critical to keep open.	Mr. Crocker
23	4/14/2021	I have noticed that there are a lot of dead fuel in trees near homes, how is it being enforced besides a notification from the Fire Dept.? Is there a follow up?	Elizabeth Calfas
24	4/14/2021	When a wild fire hits, the Fire Dept. does 3 things: 1) they dump water on the fire; 2) they go out there like crazy, to create fire breaks, in front of the fire to contain it, and; 3) they drop Phos Chek in front of the fire, that's the orange colored stuff, Phos Chek naturally is not that color, they add dye to it so the Fire Dept. can see where it drops. I had the local Phos Chek rep come to my property. Phos Chek is considered a long term fire retardant, it stays on the vegetation until a certain amount of rain fall comes down. From a chemistry stand point Phos Chek basically is kind of like a fertilizer, that's why there isn't any environmental concerns, once it rains, it will wash off. It can be applied to your accessible areas and will last until the next rain fall. The cost is fairly reasonable, they recommend spraying twice a year. This can be one possible solution for the inaccessible areas in the canyons.	Mr. Visco
25	4/14/2021	What's the story on Lemonade Berry plant, because it's all over, including my property.	Jeff

26	4/14/2021	I had a representative from a tree service come out, spoke about the Lemonade Berry, Acacia and Mustard and his take on the Lemonade Berry is that it s a native plant, it grows fairly wild, large and manageable. It s not as ignitable as other invasive plants such as Acacia, Eucalyptus and Pine Trees but once it gets going, it is an intense flame, just like a lot of our native plants. At one point the LA County was pushing to have Lemonade Berry planted because of its erosion control capabilities not realizing its flammability. It s harder to get started but once it goes it burns quite well.	Mr. Visco
27	4/14/2021	Sepulveda Canyon is prioritized by the Fire Dept.	Arlene Honbo
28	4/14/2021	Controlling the growth vegetation along the canyon is part of the solution, you don t want to hear about the storm water litigation, run out water litigation but the fact is vegetation grows where water is at. Mitigation control over the growth of vegetation along the canyons.	Dr. Goodarzi
29	4/14/2021	We have to consider the environmental aspect of it, I think Don brought up an issue of blue line water, I do know of several canyons that do have running water all year around, which are protected, so we have to look at fire fuel management in the canyons and the environmental impacts. It s a real thing and there are California Laws about protecting canyons. So we have to work in that type of environment to really understand what the regulations are, and how to work with these regulations, so we can t stop water going through these canyons.	Gene Honbo
30	4/14/2021	The Blue line fresh water are protected.	Annie Occhipinti

**LOS ANGELES COUNTY FIRE DEPARTMENT
PRIORITY CANYON LOCATIONS FOR FIRE FUEL REMOVAL**

List provided to April 14, 2021 Community Focus Group Participants

The Los Angeles County Fire Department conducted site visits in Rolling Hills between December 2020 and February 2021 to identify priority locations to apply the recently awarded CalOES/FEMA Grant for vegetation management in the canyons.

The Fire Department assessed 11 canyons and prioritized canyons based on directional winds. Canyons at risk from wind driven fires originating from the southwest are as follows:

1. Paint Brush Canyon
2. Portuguese Canyon
3. Altamira Canyon
4. Forrestal Canyon
5. Klondike Canyon

Based on fire history maps, these above listed south facing canyons have the highest risk for a wildfire in the future.

Canyons that would be at risk during northeast winds are as follows:

6. Georgeff Canyon
7. Purple Canyon
8. Willow Canyon
9. Sepulveda Canyon
10. John's Canyon
11. Agua Magna Canyon

FOCUS GROUP BRIEFING

by Councilmember Leah Mirsch

City Council Meeting
APRIL 26, 2021
7pm

COUNCILMEMBER MIRSCH'S OBSERVATIONS

- Good attendance
- Positive feedback on focus group during the meeting and to Councilmember Mirsch post meeting
- Frustration in the community that the issue was discussed repeatedly but resulted in no actions
- Group expressed regulations are needed to impact action
- The community and leadership not moving fast enough
- Sweeping actions needed
- Valuable for neighbors to hear each other's opinions

OBSERVATION (CONT.)

- Mission of focus group: gather information from participants
- Some feedback came in the form of questions for the City
- Discretions exercised on answering questions or move beyond the questions to get feedback from participants
- In keeping with the mission, not all questions were answered

ADDITIONAL REASONS FOR INACTION

- Unaware property in canyons is property owner's responsibility to maintain
- Need referrals for vendors to perform work
- Feel it is a public safety issue, therefore city/RHC should be responsible
- Don't think it's a significant problem, no action needed
- Fear of erosion caused by removal of vegetation on hillsides
- Oppose any reductions in vegetation - like the look and feel of the natural vegetation
- Any reductions harmful to wildlife habitat
- Why should I do my property if others don't do theirs? No value unless entire canyon area does it. "All or nothing at all" concept
- Requirement for ongoing maintenance - never ending
- Not going to do anything until forced to - City and RHCA should enact ordinances/rules to require control, then enforce if work isn't done

Recommendations

- Move quickly to analysis phase
 - Create a subset of the standing Fire Fuel Committee, an ad hoc subcommittee to analyze and develop recommendations from focus group data
 - Dissolve subcommittee once recommendations are developed
- Demonstrate City's commitment
 - Keep the public informed and engaged
 - Ad hoc subcommittee report progress at City Council meetings
 - More outreach meetings as needed throughout the process
- Don't delay working on both easy and complex issues



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.C

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR FY2021-2022.

DATE: April 26, 2021

BACKGROUND:

The City Council reorganize annually in late March, early April. The new Mayor reviews the City Council committee assignments and adjust accordingly.

DISCUSSION:

The updated City Council committee assignments are attached to this report for consideration and approval.

Under the category of Official Commissions/Boards, the assignments were updated to reflect the new Mayor. Under the category of Standing City Council Committees, adjustments were made by the new Mayor giving consideration to expertise, availability, interest and opportunities for rotation.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDATION:

Staff recommends that the City Council consider the updated City Council committee assignments and approve the assignments as presented.

ATTACHMENTS:

[21-22 Committee Assignments_2021-04-22.pdf](#)

CITY OF ROLLING HILLS CITY COUNCIL COMMITTEE ASSIGNMENTS 2021/2022

1. OFFICIAL COMMITTEES/BOARDS

COMMITTEE LIAISON	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. CALIFORNIA CONTRACT CITIES ASSOCIATION		D			A
b. LEAGUE OF CA CITIES		D			A
c. SOUTH BAY CITIES COUNCIL OF GOVERNMENTS		D			
d. LA SANITATION DISTRICT NO. 5		A			D
e. VECTOR CONTROL DISTRICT					
f. SMBRC - WATERSHED ADVISORY COUNCIL (RALPH SCHMOLLER-D)					
g. PEN. REG. LAW ENFORCEMENT COM./PUBLIC SAFETY		D			D
h. PENINSULA CITIES MAYORS' COMMITTEE		D			A
i. LOS ANGELES COUNTY CITY SELECTION COMMITTEE		A			D
j. SOUTHERN CALIFORNIA ASSOC. OF GOVERNMENTS (SCAG)		A			D

2. CITY COUNCIL COMMITTEES (STANDING)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. PERSONNEL		X	X		
b. FINANCE/BUDGET/AUDIT	X			X	
c. PLANNING COMMISSION LIAISON			X		
d. EMERGENCY SERVICES/DISASTER PREPAREDNESS		X			X
e. TENNIS CLUB LIAISON				X	
f. CABALLEROS LIAISON			X		
g. INSURANCE COMMITTEE (CJPIA)		D		A	
h. WOMEN'S COMMUNITY CLUB LIAISON			X		
i. TRAFFIC COMMISSION REPRESENTATIVE					X
j. SOLID WASTE/RECYCLING			X		X
k. CITY/ASSOCIATION LIAISON				X	
l. UNDERGROUND UTILITY				X	X
j. FIRE FUEL REDUCTION		X	X		

3. AD HOC SUBCOMMITTEES (FYI ONLY)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. HOUSING AD HOC SUBCOMMITTEE				X	X

D = Delegate A = Alternate X = Representative

P:\COMMITTEES\Committee Assignments\21-22 Committee Assignments_2021-04-22

April, 22, 2021



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.D

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND AUTHORIZE EXECUTION OF THE SECOND AMENDMENT TO THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) MEMORANDUM OF UNDERSTANDING (MOU).

DATE: April 26, 2021

BACKGROUND:

The municipalities of the Palos Verdes Peninsula are all Permittees subject to the National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System Discharges within the Coastal Watersheds of Los Angeles County (MS4 Permit) which became effective on December 28, 2012. The MS4 Permit identifies requirements and programs that Permittees must implement to protect regional water resources from adverse impacts associated with pollutants in stormwater and non-stormwater runoff. These requirements include implementation of a monitoring and reporting program as described in Attachment E of the MS4 Permit; however, Permittees are afforded the flexibility to conduct coordinated monitoring and reporting on a watershed basis to increase cost-efficiency and effectiveness. The Peninsula municipalities have been working together to coordinate monitoring efforts pursuant to a memorandum of understanding (MOU) to carry out the Coordinated Integrated Monitoring Program (CIMP) approved by the Los Angeles Regional Water Quality Control Board (Regional Board). The CIMP MOU became effective on May 3, 2016 and will expire on May 3, 2021 unless it is amended to extend the term. The CIMP MOU was previously amended in 2018 to provide for additional scope and cost to conduct bacteria shoreline monitoring, however its term was not extended at that time.

DISCUSSION:

The Regional Board is in the process of revising and renewing the MS4 Permit with similar although in some respects more stringent monitoring requirements. During the transition between MS4 Permits, Permittees must continue to conduct the CIMP without interruption. It is anticipated that the CIMP document/plan will need to be revised to address the more stringent monitoring requirements and submitted to the Regional Board for approval within eighteen (18) months of renewal of the MS4 Permit which is anticipated to be adopted this summer. These more stringent requirements are expected

to include analysis of additional chemical constituents in water samples (e.g., current use pesticides and additional toxicity testing) and modifications to the method of laboratory analysis for certain constituents to provide for lower detection limits. The revisions of the CIMP document/plan and the additional laboratory analytical requirements and lower detection limits are anticipated to increase the cost of the CIMP. Allocations for these additional costs have been estimated and included in the cost sharing formula for this Second Amendment CIMP MOU.

The City of Rancho Palos Verdes, having the largest land area of the Peninsula CIMP Agencies, serves as the administrative lead for the MOU by soliciting professional services, expending funds and receiving reimbursement from the other municipalities to carry out the CIMP and to revise it as required by the MS4 Permit. Rancho Palos Verdes recently issued a request for competitive proposals for a new CIMP implementation contract (the current contract expires in June 2021) and has received proposals from three well-qualified firms. The amended MOU adds another five years to the term of the agreement. Rancho Palos Verdes staff will be reviewing the proposals closely and entering into contract negotiations with the firm that has presented the most cost-effective proposal. Based on an initial review of the proposals, it is likely that the actual costs will be lower than the estimated costs included in Exhibit A; this will provide a margin of safety to cover unexpected costs that may arise due to the adaptive management requirements of the current monitoring program or additional monitoring requirements in the next MS4 Permit.

The City Attorney's office and McGowan Consulting have reviewed and commented on the draft Second Amendment to the CIMP MOU, and their comments were incorporated into the final version as attached. The City Council of Rancho Palos Verdes has approved the Second Amendment to the CIMP MOU.

FISCAL IMPACT:

The City's maximum annual cost allocation under the Second Amendment to the CIMP MOU is \$66,146 based on its 11.72% share of the Peninsula EWMP land area. The City's share of the total CIMP cost is shown in Table 2 of Exhibit A of the Second Amendment CIMP MOU and represents a projected increase of approximately \$17,426.94 over the City's current allocation under the First Amendment to the CIMP. Although the cost allocations are based on the estimated costs, final cost allocations will be based on actual cost of the work as stated in the Second Amendment to the CIMP MOU (see 5th "whereas" on first page). Note that the City plans to cover at least \$24,000 and as much as \$30,000 of the ongoing CIMP monitoring through the Safe Clean Water Municipal Program return.

RECOMMENDATION:

Staff recommends that the City Council: approve and authorize execution of the Second Amendment to the Memorandum of Understanding between the Los Angeles County Flood Control District, the County of Los Angeles, and the Cities of Rancho Palos Verdes, Palos Verdes Estates, Rolling Hills and Rolling Hills Estates regarding the Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) for the Peninsula CIMP Agencies (Second Amendment CIMP MOU).

ATTACHMENTS:

[Executed CIMP MOU 2016.pdf](#)

[CIMP_SMBBTTMDL_MOU_Amendment 2018 \(body only\).pdf](#)

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
THE COUNTY OF LOS ANGELES, AND
THE CITIES OF RANCHO PALOS VERDES, PALOS VERDES ESTATES, ROLLING
HILLS, AND ROLLING HILLS ESTATES**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP)
FOR THE PENINSULA CIMP AGENCIES**

This Memorandum of Understanding (MOU), is made and entered into between THE CITY OF RANCHO PALOS VERDES, a body corporate and politic, THE CITY OF PALOS VERDES ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS, a body corporate and politic, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and THE COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County comply with the prescribed terms of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles Region's Watershed Management Area(s); and

WHEREAS, the PARTIES entered into a Memorandum of Understanding on August 6, 2013 to collaborate in the development of a Coordinated Integrated Monitoring Program (CIMP) for the Santa Monica Bay and Dominguez Channel Watershed(s) within the Palos Verdes Peninsula Enhanced Watershed Management Program Area; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 27, 2014 and was approved by the Regional Board on February 4, 2016; and

WHEREAS, the PARTIES collaboratively selected contractors (CONTRACTORS) to assist the PARTIES with implementation of the CIMP, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES propose to hire CONTRACTORS as set forth in Section 6(a) below, to implement the CIMP, prepare CIMP Annual Reports, and prepare any necessary revisions to the CIMP in compliance with the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring CONTRACTORS to implement the CIMP will be beneficial to the PARTIES, and they have agreed to contribute funds to the CITY OF RANCHO PALOS VERDES, who will act on behalf of the PARTIES to contract with the CONTRACTORS for the implementation of the CIMP; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the actual costs of implementing the CIMP, as estimated in Table 1 of Exhibit A, based on the cost allocation formula contained in Table 2 of Exhibit A; and

WHEREAS, the PARTIES have agreed that the total annual cost for implementing the CIMP shall not exceed \$382,432 which includes a five percent (5%) contract administration cost and a ten percent (10%) contingency; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the implementation of the CIMP and to coordinate the payment and performance of the monitoring and reporting services.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

Section 4. Voluntary. This MOU is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOU shall become effective on the last date of execution by a PARTY (EFFECTIVE DATE), and shall remain in effect for five (5) years from the EFFECTIVE DATE.

Section 6. The CITY OF RANCHO PALOS VERDES agrees:

- a. Consultant Services. To select CONTRACTORS for implementation of the CIMP, and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the Regional Board. The CITY OF RANCHO PALOS VERDES will be compensated for the administration of the consultant services contracts at a rate of five percent (5%) of each PARTY's contract cost as described in Table 2 of Exhibit A. The CITY OF RANCHO PALOS VERDES will comply with all of its procurement requirements applicable to said selection.
- b. LACFCD Facilities. To obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES) and provide written notice seventy-two (72) hours in advance of entry to LACFCD's FACILITIES.
- c. Report. To submit reports to the Regional Board as described in the CIMP and distribute copies of the reports to the PARTIES for review and comment prior to submittal to the Regional Board. The CITY OF RANCHO PALOS VERDES will provide the PARTIES with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within seven (7) business days after receipt from the CONTRACTORS. In addition, the CITY OF RANCHO PALOS VERDES will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a Microsoft Excel format that contains the table structure and syntax agreed upon by the PARTIES.
- d. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 2 of Exhibit A. The annual payments for the period of July 1 through June 30 will be invoiced in July of that year, except for the first invoice, which will be issued within thirty (30) days of the EFFECTIVE DATE. At the end of each fiscal year, any unused funds will be rolled over and used towards future years of CIMP implementation.
- e. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the consultant services contracts and the implementation of the CIMP. The CITY OF RANCHO PALOS VERDES will provide an accounting of funds expended and remaining at the end of each fiscal year.
- f. Termination. To provide an accounting upon termination of this MOU. At the completion of the accounting, the CITY OF RANCHO PALOS VERDES shall return any unused portion of all funds deposited with the CITY OF RANCHO PALOS VERDES in accordance with the cost allocation formula set forth in Table 2 of Exhibit A.
- g. Permits. To make a full-faith effort to work with the CONTRACTORS to obtain all necessary permits for installation of permanent infrastructure or modifications to

monitoring sites, and subsequent access during monitoring events and maintenance.

Section 7. The LACFCD agrees:

- a. Access to LACFCD Facilities. To grant access to the CITY OF RANCHO PALOS VERDES and its CONTRACTORS to LACFCD FACILITIES to achieve the purposes of this MOU, provided the CITY OF RANCHO PALOS VERDES and its CONTRACTORS obtain a permit and provide written notice seventy-two (72) hours in advance of entry to LACFCD's FACILITIES.

Section 8. The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the CIMP and to pay the CITY OF RANCHO PALOS VERDES for their proportional share of the estimated cost for the implementation of the CIMP and contract administration not exceeding the invoice amounts as shown in Table 2 of Exhibit A, within sixty (60) days of receipt of the invoice from the CITY OF RANCHO PALOS VERDES. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the CIMP pursuant to new Regional Board requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES.
- b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the CONTRACTORS that is deemed necessary by the PARTIES to implement the CIMP.
- c. Access. Each PARTY will allow reasonable access and entry to the CITY OF RANCHO PALOS VERDES and its CONTRACTORS, on an as needed basis during the term of this MOU, to each PARTY's FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY's FACILITIES, the CONTRACTORS shall obtain a permit (if required by PARTY) or other approval from such PARTY and provide written notice in advance of entry to the applicable PARTY (in accordance with LACFCD or the applicable agency's notification policy).
- d. Permit. Each PARTY will make a full-faith effort to work with the CONTRACTORS to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each PARTY's jurisdiction.

Section 9. Indemnification.

- a. Each PARTY shall indemnify, defend, and hold harmless every other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of that PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of the Government Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless every other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 10. Termination and Withdrawal.

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONTRACTORS still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY's governing body must adopt a resolution approving the PARTY's withdrawal, and that PARTY must give the other PARTIES and the Regional Board prior written notice of the withdrawal. The withdrawing PARTY shall be responsible for its share of the CIMP implementation cost through the end of the then current monitoring year (July 1 through June 30), including costs for reporting of data and results during the monitoring year which said PARTY withdraws. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by March 1, the withdrawing PARTY shall also be responsible for its share of the CIMP implementation costs through the end of the following monitoring year (e.g., If a PARTY withdraws on or after March 2, 2016, said PARTY is responsible for its share of costs for both monitoring year 2015-2016 and monitoring year 2016-2017.

If the same PARTY withdraws on or before March 1, 2016, said PARTY is responsible for costs only for monitoring year 2015-2016, not for monitoring year 2016-2017.). Such CIMP implementation costs shall include the remaining fees of any CONTRACTORS retained by the City of Rancho Palos Verdes through the end of the applicable monitoring year(s). The effective date of withdrawal shall be the sixtieth (60th) day after the City of Rancho Palos Verdes receives written notice of a PARTY's intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 2 of Exhibit A. Each PARTY shall be responsible for its proportional share of the CIMP implementation costs incurred through the completion of all requirements of the monitoring year (e.g., completion of the annual report due December 15, 2016, covering the monitoring period from July 1, 2015 to June 30, 2016). Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the CIMP.

- c. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default. As used in this MOU, a "reasonable opportunity to cure" means within fourteen (14) days after receipt of notice of a default, or under circumstances where the default cannot reasonably be cured within a fourteen (14) day period, the PARTY fails to begin curing such default within the fourteen (14) day period, or fails to continue to diligently correct such default until finally cured.
- d. The CITY OF RANCHO PALOS VERDES shall notify in writing all PARTIES, and may notify the Regional Board, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Table 2 of Exhibit A, subject to annual funding availability. If the increase is more than the ten percent (10%) contingency, an amendment to this MOU must be executed to reflect the change in PARTIES and cost share.

Section 11. General Provisions.

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand

during regular business hours, or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. A PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 8(a), withdraws pursuant to Section 10(b), or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 10(c).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU must be express and in writing, and shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU must be express and in writing, and shall not constitute a

waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. No Presumption in Drafting. All PARTIES have been represented by legal counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 11(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By *Gary Nadelbraud*
for GAIL FARBER, Director of Public Works

5-3-16
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Erica Cend*
Deputy

3/9/2016
Date

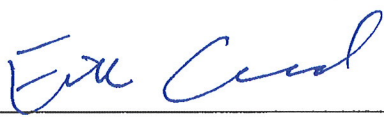
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By 
GAIL FARBER, Chief Engineer

5-3-16
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy


3/9/2016
Date

CITY OF RANCHO PALOS VERDES

Date: 4/20/16

By: 
Ken Dyda, Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

CITY OF PALOS VERDES ESTATES

Date: 3/8/16

By: 
James F. Goodhart, Mayor

ATTEST:

By: 
Vickie Kroneberger
City Clerk

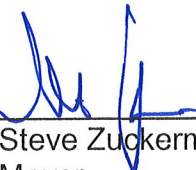
APPROVED AS TO FORM:

.....
City Attorney

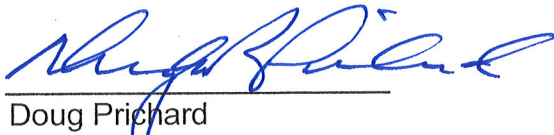
By: 
Christi Hogan

CITY OF ROLLING HILLS ESTATES

Date: 3/23/2016


By: 
Steve Zuckerman,
Mayor

ATTEST:

By: 
Doug Prichard
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: 
Donald M. Davis

CITY OF ROLLING HILLS

Date: 3/28/16

By: Bea Dieringer
Mayor

ATTEST:

By: Heidi Luce
Heidi Luce
City Clerk

APPROVED AS TO FORM:

.....
City Attorney
By: Michael Jenkins

EXHIBIT A
Peninsula Watershed Management Group
Funding Contributions for CIMP Implementation

Table 1. Total CIMP Annual¹ Implementation Costs

Description	Labor			Analytical	Equipment and ODC	Total Cost
	Hours	Hourly Rate	Cost	Cost	Cost	
Nonstormwater Screening						
Non-SW Screening/Source ID/Reporting			\$24,810			\$24,810
Nonstormwater Screening Total						\$24,810
Receiving Water Monitoring						
Sampling Plan and Integrated Health and Safety Plan			\$7,600			
Receiving Water Sampling			\$20,200			
Sample Analysis and QA/QC				\$50,300		
Electronic Data Management and Reporting				\$11,700		
Receiving Water Monitoring Total						\$89,800
Outfall Monitoring						
Sampling Plan and Integrated Health and Safety Plan			\$13,900			
Outfall Sampling			\$119,750			
2 Flowmeters (Optional)			\$18,450			
Sample Analysis and QA/QC				\$24,200		
Electronic Data Management and Reporting				\$6,200		
Outfall Monitoring Total (with optional costs)						\$182,500
Remaining Tasks						
Project Initiation and Planning	20	\$125	\$2,500			\$2,500
MOU/RFP Development	52	\$125	\$6,500			\$6,500
Integrated Monitoring Compliance Report	200	\$125	\$25,000			\$25,000
Remaining Tasks Total						\$34,000
SubTotal Cost (without Contingency or Admin.)						\$331,110
Contingency Factor						10%
Contingency						\$33,111
Administration Cost (5%) ²						\$18,211
Total Cost						\$382,432
LACFCD Allocation (5%) ³						\$19,122
Total Remaining Cost for Participation and Area Based Allocation (Total Cost Less LACFCD 5%)						\$363,310

¹ The annual costs for subsequent years are not to exceed this amount plus CPI.

² Administration costs are estimated to be 5% of the estimated total cost plus contingency.

³ The Los Angeles County Flood Control District (LACFCD) has committed to contributing 5% of the Total Cost for their share in the implementation of the CIMP. LACFCD's cost share equals 5% of (total cost + contingency + administrative costs).

Table 2. Total Cost Allocation

Party	Area (Sq. mi.)	Percent of Agency Area ¹	Percent of City Area ²	Total without Contingency or Admin	Contingency ³	Contract Administration (5%)	Total Annual Cost ⁴
City of Rancho Palos Verdes ⁵	13.5	52.73%	54.22%	\$168,793	\$16,879	\$9,284	\$194,956
City of Palos Verdes Estates	4.8	18.75%	19.28%	\$60,015	\$6,002	\$3,301	\$69,318
City of Rolling Hills Estates	3.6	14.06%	14.46%	\$45,011	\$4,501	\$2,476	\$51,988
City of Rolling Hills ⁶	3.0	11.72%	12.05%	\$34,381	\$3,438	\$1,891	\$39,710
County of Los Angeles ⁷	0.7	2.73%	N/A	\$6,354	\$635	\$349	\$7,338
Area Allocated Total							\$363,310
LACFCD	-	-	-	\$16,556	\$1,656	\$910	\$19,122
Total	25.6	100.00%	100.00%	\$331,110	\$33,111	\$18,211	\$382,432

¹ Percent of Agency Area is the percent of total CIMP area including the County of Los Angeles Unincorporated area.

² Percent of City Area is the percent of CIMP area excluding the County of Los Angeles Unincorporated area.

³ Contingency costs include 10% the total estimated implementation costs before administrative costs.

⁴ Total annual cost includes cost based on area plus administration costs for each agency.

⁵ The City of Rancho Palos Verdes has agreed to pay for the non-stormwater screening services and RFP/MOU development prior to MOU execution.

⁶ The City of Rolling Hills is paying for a separate nonstormwater screening; therefore, the nonstormwater screening costs are only applied to the agencies participating in those efforts.

⁷ The County of Los Angeles cost includes all services except for Receiving Water Monitoring.

Table 3. Agency Participation Summary

Task	RPV	PVE	RHE	RH	LAC	LACFCD
Receiving Water Monitoring	P	P	P	P	N	P
Outfall Monitoring	P	P	P	P	P	P
Outfall Screening	C	P	P	N	P	P
RFP/MOU Development	C	P	P	P	P	P

C Credited

P Participating

N Not Participating

RPV City of Rancho Palos Verdes

PVE City of Palos Verdes Estates

RHE City of Rolling Hills Estates

RH City of Rolling Hills

LAC County of Los Angeles

LACFCD LA County Flood Control District

EXHIBIT B

Peninsula Watershed Management Group CIMP MOU - Responsible Agencies Representatives

1. County of Los Angeles
Department of Public Works, Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Angela George
E-mail: AGEORGE@dpw.lacounty.gov
Phone: (626) 458-4325
Fax: (626) 457-1526

2. Los Angeles County Flood Control District
Department of Public Works, Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Terri Grant
E-mail: TGRANT@dpw.lacounty.gov
Phone: (626) 458-4309
Fax: (626) 457-1526

3. City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

Party Representative: Andy Winje, Senior Engineer
E-mail: andyw@rpv.com
Phone: (310) 544-5249
Fax: (310) 544-5292

4. City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Party Representative: Anton Dahlerbruch, City Manager
E-mail: adahlerbruch@pvestates.org
Phone: (310) 378-0383
Fax: (310) 375-5918

5. City of Rolling Hills Estates
4045 Palos Verdes Drive North Rolling Hills Estates,
CA 90274

Party Representative: Greg Grammer, Assistant City Manager
E-mail: gregg@ci.rolling-hills-estates.ca.us
Phone: 310-377-1577 x-107
Fax: (310) 377-4468

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

Party Representative: Raymond R. Cruz, City Manager
E-mail: rcruz@cityofrh.net
Phone: (310) 377-1521
Fax: (310) 377-7288

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE
COUNTY OF LOS ANGELES, AND
THE CITIES OF RANCHO PALOS VERDES, PALOS VERDES ESTATES, ROLLING
HILLS, AND ROLLING HILLS ESTATES

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE
PENINSULA CIMP AGENCIES

This First Amendment to the Memorandum of Understanding is made and entered into as of August 7, 2018 between THE CITY OF RANCHO PALOS VERDES, a body corporate and politic, THE CITY OF ROLLING HILLS ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS, a body corporate and politic, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and THE COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

WITNESSETH

WHEREAS, the PARTIES entered into a Memorandum of Understanding on May 03, 2016 for the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program (CIMP) for the Peninsula CIMP agencies; and

WHEREAS, the Sanitation Districts of Los Angeles County (Sanitation Districts) was already conducting weekly shoreline monitoring satisfying the requirements of the Santa Monica Bay Beaches Bacteria TMDL, a part of the CIMP, at no cost to the PARTIES; and

WHEREAS, the Sanitation Districts notified the PARTIES that effective June 30, 2018, the Sanitation District would discontinue this monitoring; and

WHEREAS, the PARTIES have solicited and received bids from qualified monitoring contractors to continue this monitoring; and

WHEREAS, the PARTIES collaboratively selected a CONTRACTOR to continue this monitoring; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the actual costs of implementing shoreline monitoring satisfying the requirements of the Santa Monica Bay Beaches Bacteria TMDL, a part of the CIMP, as estimated in Table 2

NOW, THEREFORE, the Parties agree to amend the Memorandum of Understanding to include the cost of monitoring for the Santa Monica Bay Beaches Bacteria TMDL to the Total Cost Allocations for implementing the CIMP. Tables 2 and 3 are amended to read as follows:

Tables 2 and 3 shall be modified as follows.

Table 2. Total Cost Allocation

Party	Area (sq. mi.)	Percent of Agency Area ¹	Percent of City Area ²	Total without Contingency or Admin	Contingency ³	Contract Administrations (5%)	2018-19 Cost ⁴	Subsequent Annual Cost (2019-2022)
City of Rancho Palos Verdes ⁵	13.5	52.73%	54.22%	\$215,491.06	\$21,549.11	\$10,774.55	\$247,814.72	\$235,422.68
City of Palos Verdes Estates	4.8	18.75%	19.28%	\$76,620.29	\$7,662.03	\$3,831.01	\$88,113.33	\$83,706.87
City of Rolling Hills Estates	3.6	14.06%	14.46%	\$57,464.96	\$5,746.50	\$2,873.25	\$66,084.71	\$62,779.86
City of Rolling Hills ⁶	3	11.72%	12.05%	\$44,759.30	\$4,475.93	\$2,237.97	\$51,473.20	\$48,719.16
County of Los Angeles ⁷	0.7	2.73%	N/A	\$6,354.00	\$635.40	\$317.70	\$7,307.10	\$7,307.10
Area Allocated Total							\$460,793.05	\$437,935.67
LACFCD	-	-	-	\$21,089.00	\$2,108.90	\$1,054.45	\$24,252.35	\$23,049.45
Total	25.6	100%	100%	\$421,778.61	\$42,177.86	\$21,088.93	\$485,045.40	\$460,985.12

¹ Percent of Agency Area is the percent of total CIMP area including the County of Los Angeles Unincorporated area.

² Percent of City Area is the percent of CIMP area excluding the County of Los Angeles Unincorporated area.

³ Contingency costs include 10% the total estimated implementation costs before administrative costs.

⁴ Cost includes cost based on area plus administration costs for each agency. The Santa Monica Bay Beaches Bacteria TMDL monitoring contractor estimated higher Year 1 (2018-2019) costs; the monitoring cost for subsequent years will be lowered and expected to be consistent.

⁵ The City of Rancho Palos Verdes has agreed to pay for the non-stormwater screening services and RFP/MOU development prior to MOU execution.

⁶ The City of Rolling Hills is paying for a separate non-stormwater screening; therefore, the non-stormwater screening costs are only applied to the agencies participating in those efforts.

⁷ The County of Los Angeles cost includes all services except for Receiving Water Monitoring.

Table 3. Agency Participation Summary

Task	RPV	PVE	RHE	RH	LAC	LACFCD
Receiving Water Monitoring	P	P	P	P	N	P
Outfall Monitoring	P	P	P	P	P	P
Outfall Screening	C	P	P	N	P	P
RFP/MOU Development	C	P	P	P	P	P
Santa Monica Bay Beaches Bacteria Shoreline Monitoring	P	P	P	P	N	P
C	<i>Credited</i>		RHE	<i>City of Rolling Hills Estates</i>		
P	<i>Participating</i>		RH	<i>City of Rolling Hills</i>		
N	<i>Not Participating</i>		LAC	<i>County of Los Angeles</i>		
RPV	<i>City of Rancho Palos Verdes</i>		LACFCD	<i>LA County Flood Control District</i>		
PVE	<i>City of Palos Verdes Estates</i>					

Except as above modified, in all other respects the Memorandum of Understanding remains in full force and effect.

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

**BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE
COUNTY OF LOS ANGELES, AND
THE CITIES OF RANCHO PALOS VERDES, PALOS VERDES ESTATES, ROLLING
HILLS, AND ROLLING HILLS ESTATES**

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE PENINSULA CIMP AGENCIES

This Second Amendment to the Memorandum of Understanding is made and entered into as of April xx, 2021 between THE CITY OF RANCHO PALOS VERDES, a body corporate and politic, THE CITY OF ROLLING HILLS ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS, a body corporate and politic, THE CITY OF PALOS VERDES ESTATES, a body corporate and politic, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and THE COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

WITNESSETH

WHEREAS, the PARTIES entered into a Memorandum of Understanding (MOU) on May 03, 2016 for the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program (CIMP) for the Peninsula CIMP agencies; and

WHEREAS, the PARTIES amended the MOU on August 07, 2018 to include the cost of monitoring for the Santa Monica Bay Beaches Bacteria TMDL to the Total Cost Allocations for implementing the CIMP; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the costs of implementing the CIMP, as proposed in Table 1 of Exhibit A and Table 2 and Table 3 of Exhibit B; and

WHEREAS, the PARTIES agree that the total annual cost for implementing the CIMP, preparing CIMP Annual Reports, and preparing any necessary revisions to the CIMP in compliance with the MS4 Permit shall not exceed \$588,345.45 which includes a ten percent (10%) contingency and a five percent (5%) contract administration cost; and

WHEREAS, the PARTIES agree that the final cost allocations will be based on the actual cost for implementing the CIMP, preparing CIMP Annual Reports, and preparing any necessary revisions to the CIMP in compliance with the MS4 Permit; and

WHEREAS, the PARTIES agree to amend the MOU to include the updated cost of monitoring and data reporting for the Peninsula CIMP agencies; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, the PARTIES agree as follows:

- Section 1. Recitals. The recitals set forth above are true and correct and incorporated into this Second Amendment to the MOU.
- Section 2. Purpose. The purpose of this Second Amendment to the MOU is to cooperatively fund the implementation and any required revisions of the CIMP and to coordinate the payment and performance of the monitoring and reporting services.
- Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this Second Amendment to the MOU.
- Section 4. Voluntary. This Second Amendment to the MOU is voluntarily entered into for the implementation of the CIMP.
- Section 5. Term. This Second Amendment to the MOU shall become effective on the last date of execution by a PARTY (EFFECTIVE DATE), and shall remain in effect for five (5) years from the EFFECTIVE DATE.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Second Amendment to the MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES

CITY OF RANCHO PALOS VERDES

Date: _____

By: _____
Ara Mihranian
City Manager

ATTEST:

By: _____
Teresa Takaoka
Deputy City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____
William W. Wynder

CITY OF PALOS VERDES ESTATES

Date: _____

By: _____
Michael Kemps, Mayor

ATTEST:

By: _____
Kylynn Chaney
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____
John Cotti

Date

CITY OF ROLLING HILLS ESTATES

Date: _____

By: _____
Steven Zuckerman, Mayor

ATTEST:

By: _____
Lauren Pettit
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____
Donald M. Davis

Date

CITY OF ROLLING HILLS

Date: _____

By: _____
Jeff Pieper, Mayor

ATTEST:

By: _____
Elaine Jeng
Acting City Clerk

APPROVED AS TO FORM

.....
City Attorney

By: _____
Michael Jenkins

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By

Mark Pestrella
Chief Engineer

Date

APPROVED AS TO FORM:

COUNTY COUNSEL
Rodrigo A. Castro Silva

By

Deputy

Date

COUNTY OF LOS ANGELES

By

Mark Pestrella
Chief Engineer

Date

APPROVED AS TO FORM:

COUNTY COUNSEL
Rodrigo A. Castro Silva
County Counsel

By

Deputy

Date

Exhibit A

Expected Costs for Palos Verdes Peninsula Watershed CIMP Implementation and Revision

Table 1. Total CIMP Annual Implementation Costs

Monitoring and Reporting Programs	21-22 Estimated Costs
Outfall Monitoring (6 sites)	
• Access, Permits, Traffic Control, Sampling Plan and HSP	\$6,205.76
• Equipment/Labor	\$211,108.73
• Lab Sample Analyses and QA/QC	\$44,060.91
• Data Management, Analysis, and Reporting	\$69,109.62
Receiving Water Monitoring (2-4 sites)	
• Access, Permits, Traffic Control, Sampling Plan and HSP	\$1,128.32
• Equipment/Labor	\$32,157.13
• Laboratory	\$47,502.28
• Data Management and reporting	\$28,377.26
Santa Monica Bay Beaches Bacteria TMDL Monitoring (5 sites)	
• Monitoring, Data Management, Analysis, and Reporting	\$69,740.00
• Sites have potential to be eliminated from monitoring once new MS4 Permit is approved	
Subtotal w/o Contingency or Admin Costs	\$509,390.00
Contingency (10%) for CIMP Revision	\$50,939.00
Contract Administration (5%)	\$28,016.45
Grand Total	\$588,345.45

Tables 2 and 3 shall be modified as follows.

Table 2. Total Cost Allocation

Party	Area (sq. mi.)	Percent of Agency Area ¹	Percent of City Area ²	Subtotal without Contingency or Admin	Contingency ³	Contract Administrations (5%)	Total Annual Cost ⁴
City of Rancho Palos Verdes	13.5	52.73%	54.22%	\$257,712.09	\$25,771.21	\$14,174.17	\$297,657.47
City of Palos Verdes Estates	4.8	18.75%	19.28%	\$91,630.97	\$9,163.10	\$5,039.70	\$105,833.77
City of Rolling Hills Estates	3.6	14.06%	14.46%	\$68,723.22	\$6,872.32	\$3,779.78	\$79,375.32
City of Rolling Hills	3	11.72%	12.05%	\$57,269.35	\$5,726.94	\$3,149.81	\$66,146.10
County of Los Angeles ⁵	0.7	2.73%	N/A	\$8,584.86	\$858.49	\$472.17	\$9,915.52
LACFCD ⁶	-	-	-	\$25,469.50	\$2,546.95	\$1,400.82	\$29,417.27
Total	25.6	100%	100%	\$509,390.00	\$50,939.00	\$28,016.45	\$588,345.45

¹ Percent of Agency Area is the percent of total CIMP area including the County of Los Angeles Unincorporated area.

² Percent of City Area is the percent of CIMP area excluding the County of Los Angeles Unincorporated area.

³ Contingency costs include 10% the total estimated implementation costs before administrative costs.

⁴ Cost includes cost based on area, contingency, plus administration costs for each agency.

⁵ The County of Los Angeles cost only includes Outfall Monitoring.

⁶ The Los Angeles County Flood Control District cost includes 5% for all services.

Table 3. Agency Participation Summary

Task	RPV	PVE	RHE	RH	LAC	LACFCD
Outfall Monitoring	P	P	P	P	P	P
Receiving Water Monitoring	P	P	P	P	N	P
Santa Monica Bay Beaches Bacteria Shoreline Monitoring	P	P	P	P	N	P
P <i>Participating</i>	RHE		<i>City of Rolling Hills Estates</i>			
N <i>Not Participating</i>	RH		<i>City of Rolling Hills</i>			
RPV <i>City of Rancho Palos Verdes</i>	LAC		<i>County of Los Angeles</i>			
PVE <i>City of Palos Verdes Estates</i>	LACFCD		<i>Los Angeles County Flood Control District</i>			

Exhibit B

Peninsula Watershed Management Group CIMP MOU – Responsible Agencies Representatives

1. City of Rancho Palos Verdes
Department of Public Works
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

Party Representative: Charles Eder
E-mail: charlese@rpvca.gov
Phone: (310) 544-5282
Fax: (310) 544-5292
2. City of Palos Verdes Estates
Department of Public Works
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Party Representative: Tim Jonasson
Email: tjonasson.hrgreen@pvestates.org
Phone: (760) 250-6722
Fax: (310) 375-5918
3. City of Rolling Hills Estates
Department of Public Works
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Party Representative: David Wahba
E-mail: davidw@rollinghillsestatesca.gov
Phone: 310-377-1577 x-103
Fax: (310) 377-4468
4. City of Rolling Hills
Planning and Community Services Department
2 Portuguese Bend Road
Rolling Hills, CA 90274

Party Representative: Meredith Elguira
E-mail: melguira@cityofrh.net
Phone: 310-377-1521
Fax: (310) 377-7288
5. Los Angeles County Flood Control District
Department of Public Works
Stormwater Quality Division, 11th Floor 900
South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Paul Alva
E-mail: palva@dpw.lacounty.gov

Phone: (626) 458-4325

Fax: (626) 457-1526

6. County of Los Angeles
Department of Public Works
Stormwater Quality Division, 11th Floor 900
South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Paul Alva

E-mail: palva@dpw.lacounty.gov

Phone: (626) 458-4325

Fax: (626) 457-1526



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.E

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ALAN PALERMO, PROJECT MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE AN AGREEMENT WITH HQE SYSTEMS, INC. FOR THE BLOCK CAPTAIN COMMUNICATIONS PROJECT.

DATE: April 26, 2021

BACKGROUND:

As of August 2020, there are approximately 35 Block Captains enlisted with 9 Block Captain Supporters. Recruitment is on-going. In FY2019-2020 approved budget, the City Council allocated funding to purchase radios for the program. Approximately \$500 of the \$6,600 budget was used for the radios as only four radios were purchased as test devices. The radios need a qualified professional to program the radios.

In FY20-21, the Block Captain Program was further defined to include 24 zones plus City Hall with a minimum of 2 communication devices per zone and an overall system 65 communication devices. To identify the most reliable and cost efficient strategy, it was determined to solicit proposals from professional service firms that specialize in emergency communication systems to assist the City in designing and implementing a system that would meet the City's requirements and needs for the present and future.

DISCUSSION:

The week of February 8, 2021, staff advertised a Request for Proposal was to solicit proposals from qualified firms to assist the City in designing a turnkey Emergency Communications System to support the Block Captain Program. The proposer applying should have experience in emergency communication solutions that meet the needs of the end user in functionality and financial outlays.

On March 25, 2021, the City received one (1) proposal from HQE Systems, Inc., see Exhibit A. After reviewing the proposal, staff contacted HQE Systems, Inc. and scheduled an interview to learn more about the firm and discuss the proposal and City project. On April 8, 2021, staff meet via video conference with HQE Systems, Inc. and received a presentation on the firm's history and core capabilities. Discussion ensued on the City's needs, the Block Captain Program, and HQE Systems, Inc. proposal and fee proposal. During the course of the interview, HQE Systems, Inc. outlined a recommended system that would meet the City's needs. It was apparent that an analysis of multiple emergency communication systems would not be warranted.

It is staff's recommendation to engage HQE Systems, Inc. for Task 1 to collect additional information, develop implementation plan and provide a detailed high accuracy cost estimate to implement the recommended communication system as discussed during the interview. Task 1 is not to exceed a lump sum of \$3,280.

FISCAL IMPACT:

There is available budget in Department 65, account 917 Emergency Preparedness for the services of HQE Systems, Inc.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with HQE Systems, Inc. for consulting services for the Block Captain Communications Project.

ATTACHMENTS:

[Professional Services Agreement _ HQE Systems, Inc. \(FINAL\)-c1.docx](#)

[Exhibit A - HQE Systems - Main Proposal - City of Rolling Hills - Emergency Communications System.pdf](#)

[Exhibit B - HQE Systems - Cost Proposal - City of Rolling Hills - Emergency Communications System.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of April 2021 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and HQE Systems, Inc., a California corporation with its principal office at 42075 Remington Avenue, Suite #109, Temecula, California 92590 (hereinafter the "CONSULTANT"). City and Consultant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. RECITALS:

- A. CITY is in need of professional services for the following project: Emergency Communications System ("the Project").
- B. CONSULTANT is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. Parties desire to establish the terms for the CITY to retain the CONSULTANT in order to provide the services described herein.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree the following terms, as set forth in this Agreement.

2. SCOPE OF WORK

CONSULTANT shall provide the services described in the Scope of Services attached hereto as Exhibit A, which is attached to this Agreement and incorporated herein by reference (the "Services"). the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete. Such term may be extended upon written agreement of both CITY and CONSULTANT.

3. COST

The CITY agrees to pay CONSULTANT for the Services provided by Consultant, a fixed fee of Three Thousand Two Hundred Eighty Dollars (\$3,280). This amount includes the cost for the Services and all expenses, travel and mileage, attendance at meetings, and reimbursable expenses.

4. METHOD OF PAYMENT

Upon full execution of this Agreement, CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling Hills, CA 90274. CITY shall remit payment for the Services within fourteen (14 days) of receiving this invoice.

5. SUBCONTRACTING

CONSULTANT warrants that it will not employ any independent subcontractors to assist CONSULTANT with the performance of the Services without CITY's prior written approval.

6. COMPLIANCE WITH LAW

All Services rendered under this Agreement will be provided in accordance with the requirements of relevant local, state, and federal laws.

7. ACCOUNTING RECORDS

CONSULTANT shall maintain accounting records and other evidence pertaining to costs incurred for the Services under this Agreement. Records and documents shall be kept available at the CONSULTANT's Temecula office for five years from the date of final payment.

8. OWNERSHIP OF DATA

All data, maps, photographs, and other material collected or prepared under the Agreement shall become and remain the property of the CITY.

9. ASSIGNABILITY

CONSULTANT warrants that it will not assign or transfer any interest in this Agreement without the prior written consent of CITY.

10. NON-SOLICITATION CLAUSE

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

11. INDEMNITY

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

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

C. If CONSULTANT subcontracted any portion of the Services to be performed under this Agreement, CONSULTANT warrants that it required each subcontractor to indemnify, hold harmless, and defend CITY and each of its officers, officials, employees, agents, and volunteers in accordance with paragraph A for such subcontractor's fault or negligence in connection with this Agreement.

D. Survival. The obligations established by this section will survive termination of this Agreement.

12. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 11 - Indemnity, CONSULTANT warrants that it obtained and maintained policies of insurance required under this section while providing the Services under this Agreement. The insurance covered CONSULTANT, its agents, representatives, and employees in connection with the performance of the Services under this Agreement. Insurance policies included coverage for the following:

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

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers, 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 \$500,000.

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

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

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

C. Endorsements. Each automobile liability insurance policy and public liability and property damage insurance policy shall be endorsed with the language of Sections (i) – (ii) below.

(i) Additional Insured Clause. The CITY, its elected or appointed officers, and employees, shall be named as additional insureds.

(ii) Primary Insurance Clause. The insurance required by subparagraphs A(i), (ii) and (v) shall be primary and not excess coverage.

D. Evidence of Insurance. CONSULTANT shall furnish to CITY, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California. All required insurance policies are subject to the approval of the City Attorney.

13. ENFORCEMENT OF AGREEMENT

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

14. CONFLICTS OF INTEREST

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

15. INDEPENDENT CONTRACTOR

The CONSULTANT was and at all times remains as to the CITY a wholly independent contractor. Neither the CITY nor any of its agents had control over the conduct of the CONSULTANT or any of the CONSULTANT's employees in the performance of the Services, except as herein set forth. The CONSULTANT did 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.

16. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting

on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

17. NOTICE

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

CITY: Elaine Jeng, PE, City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.

CONSULTANT: Henry Hernandez, Chief Operating Officer
HQE Systems, Inc.
42075 Remington Avenue, Ste. 109
Temecula, CA 92590

18. GOVERNING LAW

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

19. 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 any work performed under this Agreement. 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 and/or work performed under the 2019 Agreement and this Agreement; 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written below.

CITY OF ROLLING HILLS

HQE SYSTEMS, INC.

ELAINE JENG, City Manager

HENRY HERNANDEZ, Chief Operating Officer

DATE:_____

DATE:_____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A SCOPE OF WORK

Task 1 - Planning Phase

1. CONSULTANT will conduct an internal kickoff meeting to gather Project information and discuss general Project schedule and milestones.
2. CONSULTANT will execute Task 1 of the Project Scope set by the CITY and all of the essential tasks outlined by the CITY. Specifically, the CONSULTANT will:
 - 2.1 Conduct a general assessment of the CITY's requirements (goals and objectives) to improve the CITY's overall emergency mass communications.
 - 2.2 After a review of the goals and objectives set by the CITY, conduct an assessment of the CITY's terrain and identify support infrastructure on site (communications, electrical, etc.).
 - 2.3 Utilizing the information gathered from the assessment, provide the CITY with a recommendation for the ideal mass communication solution ("Solution") that meets the CITY's goals and objectives, and improves the overall safety for its citizens.
 - 2.4 This ideal Solution will be delineated in a final report that will include all of the following:
 - 2.4.1 Executive Summary Report of Task 1;
 - 2.4.2 Sound propagation analysis and map;
 - 2.4.3 Proposed Solution that meets the needs of the City;
 - 2.4.4 A budget estimate for the Solution including estimated costs for: equipment, labor, and maintenance service; and
 - 2.4.5 A proposed Project schedule for the Solution.

Exhibit A

MAIN PROPOSAL FOR:

CITY OF ROLLING HILLS

EMERGENCY COMMUNICATIONS SYSTEM

CONSULTING SERVICES



Due Date: March 25, 2021

Proposal Prepared For:

City of Rolling Hills
No. 2 Portugese
Rolling Hills, CA 90274
POC: Elaine Jeng, P.E.
Title: City Manager
Email: Ejeng@CityOfRH.Net
Tel: (310) 377-1521

Proposal Approved By:

HQE Systems Inc.
42075 Remington Ave, Suite #109
Temecula, CA 92590
POC: Mr. Henry Hernandez
Title: Chief Operating Officer
Email: Contracts@HQESystems.com
Tel: (800) 967-3036 X203 or (951) 281-0462

HQE Systems, Inc. has the following credentials:



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1. Coverletter

To Whom It May Concern:

Since opening its doors in 2014, HQE Systems has developed into a Full Service Technology Company that is headquartered in Temecula, CA. HQE's core competencies include, Mass Notification Systems, Electronic Security Systems, Software Development, Systems Integration, Prototyping, and Staffing Services. HQE is pleased to submit a response to the City of Rolling Hills request for a quote regarding the Emergency Communications Systems Consulting Services.

It is with great pleasure that we present you with the following response to provide the City of Rolling Hills with the Emergency Communications System, to include:

- ❖ Subject Matter Experts with expertise in Emergency Communications Systems
- ❖ Consult and assist the City in all phases of the project
- ❖ Full turn-key solution service

The consulting solution being offered for this solicitation from HQE meets or exceeds in any specifications the stated requirements. HQE acknowledges, understands, and complies with all FARS, Scope, Requirements, and Instructions outlined in this document, the Statement of Work (SOW), and attachments.

If you have any questions or concerns, please contact our dedicated team for this project:

Contract Issue POC:	Mr. Henry Hernandez Contracts@HQESystems.com	Chief Operating Officer (800) 967-3036 Ext 203
Technical Issue POC:	Mr. Nick Ellis BD@HQESystems.com	Lead Project Manager (800) 967-3036
Customer Support:	Ms. Desiree Carr BD@HQESystems.com	Business Development Specialist (800) 967-3036

Company Name:	HQE Systems, Inc.
Address:	42075 Remington Ave, STE 109, Temecula, CA 92590
Phone/Fax:	1 (800) 967-3036 / 1 (760) 645-7183
Classification:	Service-Disabled Veteran Owned Small Business (SDVOSB) California, Disabled Veteran Business Enterprise (DVBE) Minority Owned Business Enterprise (MBE) Disadvantaged Business Enterprise (DBE) Small Business Enterprise (SBE)

DUNS:	079240822	CA SB/DVBE	1770659
CAGE:	72W82	SAM/WAWF	ACTIVE
TIN:	46-4509607	SDVOSB	ACTIVE



2. Company Information

Why Our Customers Choose Us

HQE Systems, Inc. (HQE) is a Minority Owned, Service Disabled Veteran Owned Small Business (SDVOSB) with its headquarters located in Temecula, California. HQE was founded by service disabled veterans who wanted to continue to serve our communities after honorably serving in the military. For a short period, the founders of HQE worked as Subject Matter Experts (SMEs) for our nation's largest technology companies. With the work ethics sharpened in the military and the technical knowledge gained from working in the large technology companies, the founders of HQE made the decision to open HQE's door officially in 2014. Since then, HQE has grown to become an internationally recognized full service technology company servicing over 1,000+ sites worldwide.



The value of HQE goes beyond just our technically exceptional offer and price. Since 2014, we have continued to solve problems for our clients through the use of innovative software development and systems integration. Any company can offer a piece of equipment and install it. That's the easy part. But very few are capable of integrating legacy technologies with modern systems. In the end, our new customers always become our longtime customers due to our ability to solve problems that others won't touch. We solve problems!

What We Offer (Our Core Competencies)



Where We Support Our Customers From

HQE's main headquarters is located in the Westside Technology Park of Temecula, California. In order to provide the best service to the customers, HQE has established an east coast headquarters office and 22 technical field support offices in the continental United States. Internationally, HQE currently has 6 technical field support offices located worldwide.

Main HQ Office

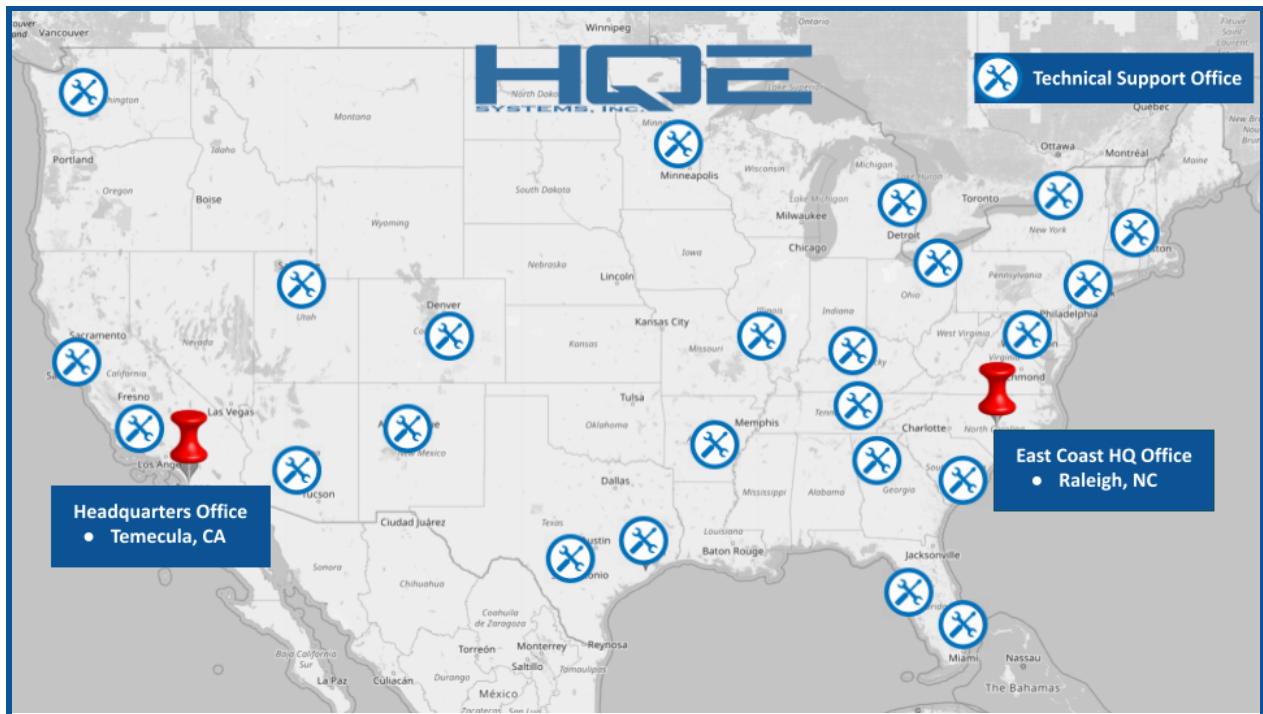
42075 Remington Ave
Suite 109
Temecula, CA 92590

Eastcoast HQ Office

4030 Wake Forest Road
Suite 349
Raleigh, NC

European Support Office

Muhldorfer Strabe 1
85661
Forstinning - Germany



HQE's Technical Support Center (U.S. Only)

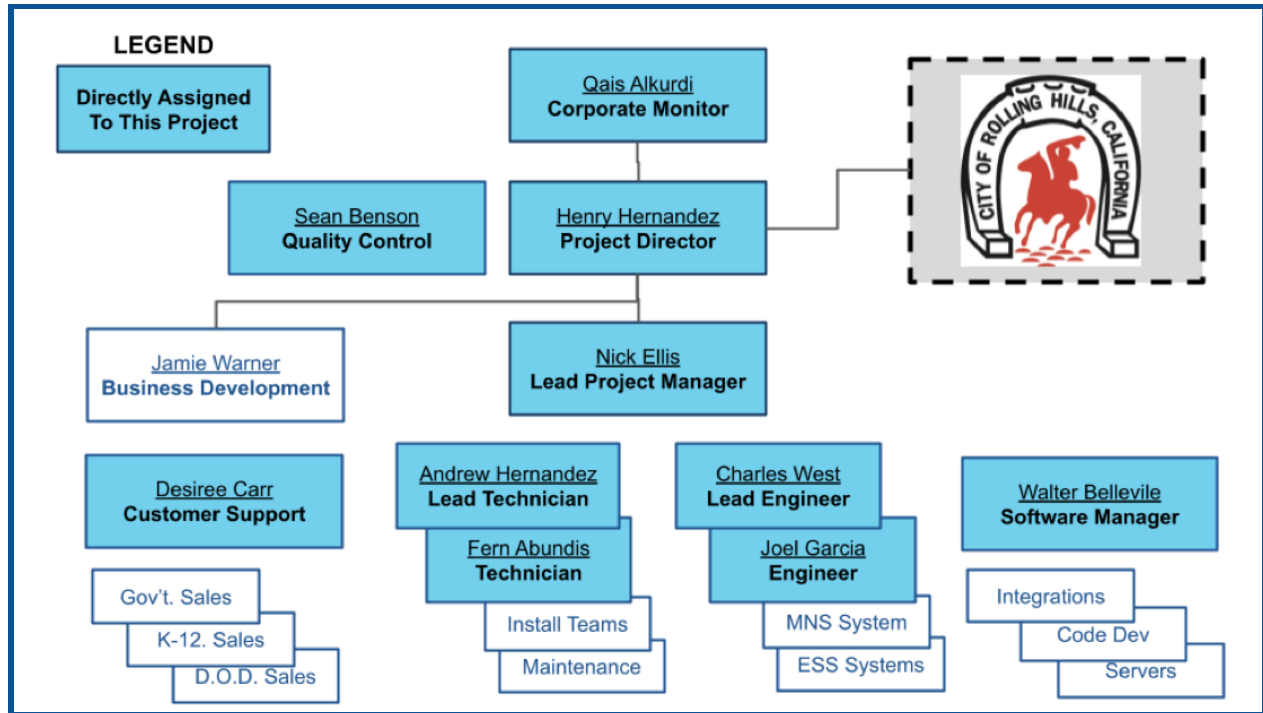
Region I: Western U.S.	Region II: Central U.S.	Region III: Eastern U.S.
Sacramento, CA	Houston, TX	Washington, D.C.
Los Angeles, CA	San Antonio, TX	Quantico, V.A.
San Diego, CA	Nashville, TN	Boston, MA
Seattle, WA	Little Rock, AR	Charlotte, NC
Las Vegas, NV	St Louis, MO	Atlanta, GA
Salt Lake City, UT	Louisville, KY	Tampa, FL
Albuquerque, NM	Indianapolis, IN (Pending)	West Palm Beach, FL
Denver, CO	Oklahoma City, (Pending)	New York City, NY

Note: Europe (Region IV) & Asia (Region V) technical support locations not shown on this table.

Qualifications Of Key Personnel Assigned To The City's Project

HQE's Key Personnel includes company officers, directors, and associates bringing over 150+ years of Mass Notification Systems engineering design, installation and maintenance experience. All of our leadership and the key personnel have maintained TOP SECRET and SECRET security clearances and have direct experience working with Cities.

Dedicated Staff To This Project



Responsibilities To This Project

	Name	Key Roles	Responsibilities To The Project
1	Qais Alkurdi	Corporate Monitor	Responsible for the overall quality assurance
2	Henry Hernandez	Project Director	Manage all deliverables timelines & support
3	Sean Benson	Quality Control	Provide QC support to the project
4	Nick Ellis	Lead Project Manager	Provide on the ground coordination & support
5	Walter Belleville	Software Developer	Software Design Expert
6	Charles West	Senior Field Engineer	Systems Design Expert
7	Andrew Hernandez	Technical Supervisor	Outdoor Systems Technical Expert
8	Fern Abundis	Technician / Safety Rep	Electrical (High & Low Voltage) Expert
9	Desiree Carr	Customer Service Rep	Provide 24/7/365 customer service

*Note: CAD Tech's role is identified but is not a key role.

Credentials/Resumes/Certifications/Licenses

	Credentials, Certifications, Education	Qais Alkurdi	Henry Hernandez	Sean Benson	Nick Ellis	Charles West	Desiree Carr	Walter Belleville	Andrew Hernandez	Fern Abdunis
1	Mass Notification Experience (Years)	17	15	20	13	8	6	5	6	5
2	Formal Education	MBA	B.A.	MBA	B.A.	B.A.	A.A.	B.A.		
3	Project Management	X	X	X	X	X	X			
4	Microsoft Office Suite	X	X	X	X	X	X	X	X	X
5	SiRcom Systems	X	X	X	X	X	X		X	X
6	Federal Signal Systems	X	X	X	X	X			X	X
7	Whelen Systems	X	X	X	X	X			X	X
8	ATI Systems	X	X	X	X	X			X	
9	American Signal Systems	X	X	X	X	X			X	X
10	Alertus Systems	X			X	X			X	X
11	SAP Certified Technology Associate	X		X				X		
12	Security Network Servers	X	X	X	X			X		
13	Video Management Software	X	X	X	X	X		X	X	X
14	Network Surveillance Cameras	X	X	X	X	X			X	X
15	Card Readers/Badge Scanners	X	X	X	X	X			X	X
16	Personnel/Vehicle Access Gates	X	X	X	X	X			X	X
17	Gate & Fence Perimeter Security	X	X	X	X	X			X	X
18	Active Shooter Sensors	X	X	X	X	X		X	X	
19	Asset Tracking Sensors & Software	X	X	X	X	X		X	X	X
20	Software Developer	X			X	X		X	X	X



Overview of Past Performances (Last 3 Years)

Over the past three years, HQE has designed, implemented, and successfully handed over numerous projects throughout the world. Our success has been built on our capabilities to be of value to our clients by being able to provide the needed service at the right phase of the client's requirements. From small to major projects, HQE has participated in every phase of the requirements lifecycle. The below graphic depicts projects that HQE was directly responsible for the successful completion of the project. In the past 3 years, HQE has deployed multiple teams worldwide to earn a 5 star customer service rating in the Department of Defense's performance rating.

General Consulting Projects	Project Management Projects	Installation & Upgrade Projects	Sustainment Projects	Total Projects
7	15	93	42	157

- ❖ **General Consulting:** Providing subject matter expertise to conduct gap analysis and design a partial or complete solution requirement that can be utilized to purchase a solution.
- ❖ **Project Management:** Providing oversight and operations management services to oversee a specified project.
- ❖ **Installation & Upgrades:** Providing hardware, software, and integrations services for new capabilities. When requested, to upgrade the current legacy system in place.
- ❖ **Maintenance & Sustainment:** Providing scheduled preventative and corrective maintenance. To include on-call service support for systems in place.
- ❖ **Full Turn-Key Projects:** Providing a full service support from start to finish of a single or multiple projects. HQE's value to the client is that with our in-house design, engineering, installation, and software team, we can accomplish any size and scope project required by our clients.



Detailed Past Performance Details (Past 3 Years)

1	Past Performance Contract Details		Past Performance Contract General Project Description
	Client Name	Dept. of Public Health	<ul style="list-style-type: none"> ❖ The Department of Public Health required HQE to assess and design an emergency mass notification system to overhaul their existing legacy system. ❖ The complexities of the project were: <ul style="list-style-type: none"> ➢ No original design plans of the installed equipment ➢ Entire system was degraded or not working ❖ The final custom system consisted of security and emergency management command and control software with integrated: <ul style="list-style-type: none"> ➢ Emergency Mass Notification Command and Control Software ➢ 34 Giant Voice Sirens Install & Maintenance ➢ 14 - Building Integrations Modules ➢ 2,132- Indoor Paging Speakers ➢ 8 - Mobile Giant Voice Trailers ➢ Replacement and upgrade of the legacy Giant Voice system to the upgraded modern solution
	Client Organization	State Government	
	Client Industry	Healthcare	
	Client Location	Richmond, CA	
	System Purchased	Mass Notification System	
	Type of Contract	Open Bid Competition	
	Contract Role	Prime Contractor	
	Contract Ref. #	19-PO-01533	
	Contract Budget	\$603,218.90	
	Contract Period	Sept 2019 - Oct 2020	

2	Past Performance Contract Details		Past Performance Contract General Project Description
	Client Name	U.S. Navy & Marine Corps	<ul style="list-style-type: none"> ❖ The U.S. Navy and Marine Corp' Security and Emergency Management Programs Office required HQE to design, plan, install (upgrade), and maintain an enterprise level integrated modern mass notification system. ❖ The complexities of the project where: <ul style="list-style-type: none"> ➢ Overall project required services at 15 different locations ➢ Limited original design plans of the installed security systems ➢ Over 25 different brands to integrate into the overall new plan ➢ The new system had to be installed without taking the legacy system offline ❖ Installed and currently maintaining: <ul style="list-style-type: none"> ➢ Emergency Mass Notification Command and Control Software ➢ 183 Giant Voice Sirens New ➢ 2,420 - CCTV Camera Systems ➢ 89 - Server Systems ➢ 112 - High Definition Recorders ➢ 74 - New indoor units consisting of transceivers ➢ 56 - db Omni-Directional Antenna ➢ 39 - UWI-1302 ➢ 382 - Integrated Electronic Security and Mass Notification System units with existing FACP. Verified volume levels and priority at the FACP.
	Client Organization	Federal Government	
	Client Industry	Department of Defense	
	Client Location	15 Major Projects <ul style="list-style-type: none"> ❖ Camp Pendleton, CA ❖ Camp Smith, HI ❖ Camp B.M., CA ❖ Air Station, AZ ❖ US Navy SPAWAR, SC ❖ Camp Lejeune, NC ❖ Recruit Depot, CA ❖ Navy Norfolk, VA ❖ Okinawa, Japan ❖ Camp Geiger, NC ❖ Quantico, VA ❖ HQMC, D.C. ❖ Virginia Beach, VA ❖ Coronado, CA ❖ PT Mugu, CA 	
	System Purchased	Mass Notification System	
	Type of Contract	Open Bid Competition	
	Contract Role	Prime Contractor	
	Contract Ref. #	N65236-15-NR-55421	
	Contract Budget	Currently \$4,805,496.00	
	Contract Period	June 2018 - Present	

3	Past Performance Contract Details		Past Performance Contract General Project Description
	Client Name	U.S. Air Force	<ul style="list-style-type: none"> ❖ The U.S. Air Force required HQE to design, plan, install (upgrade), and maintain an enterprise level integrated mass notification and electronic security system independent for each military installation. ❖ The complexities of the project where: <ul style="list-style-type: none"> ➢ Overall project required services at 11 different locations (to include international sites with local government construction & electrical policies) ➢ Over 18 different brands to integrate into the overall new plan ➢ The new system had to be installed without taking the legacy system offline ❖ Installed and currently maintaining: <ul style="list-style-type: none"> ➢ 38 Emergency Mass Notification Command and Control Software Servers ➢ 78 Giant Voice Sirens ➢ 38 Indoor Mass Notification Integrations ➢ 274 - High Definition Recorders ➢ 149 - New indoor units consisting of transceivers ➢ 132 - 9db Omni-Directional Antennas ➢ 76 - UWI-1302 ➢ 782 - Integrated Electronic Security and Mass Notification System units with existing FACP.
	Client Organization	Federal Government	
	Client Industry	Department of Defense	
	Client Location	10 Major Projects <ul style="list-style-type: none"> ❖ McConnell AFB, KS ❖ Davis-Monthan, AZ ❖ Melrose AFB, NM ❖ Kirtland AFB, NM ❖ Alconbury AB, UK ❖ Molesworth AB, UK ❖ Volkel, Netherlands ❖ Kleine Brogel, Belgium ❖ Mildenhall, UK ❖ Wrightpatterson, OH ❖ Minot, ND 	
	System Purchased	Mass Notification System	
	Type of Contract	Open Bid Competition	
	Contract Role	Prime Contractor	
	Contract Ref. #	N65236-15-NR-55421	
	Contract Budget	Currently \$605,496.00	
	Contract Period	Sept 2017 - Present	

4	Past Performance Contract Details		Past Performance Contract General Project Description
	Client Name	Fayette County School Dis.	<ul style="list-style-type: none"> ❖ Fayette County School District required a complete security and emergency management system. The project was scoped and awarded in phases by the School District. ❖ The complexities of the project were: <ul style="list-style-type: none"> ➢ Over 40 different sites needed to be integrated into a single command and control system ➢ Original design plans were missing. ➢ Multiple software and hardware required integration into the main system ❖ Partially installed and planned for install: <ul style="list-style-type: none"> ➢ Command and control software ➢ 40 - Giant Voice Sirens ➢ Over 5,000 access control systems ➢ Over 1,000 intrusion detection systems ➢ Car printers ➢ Integration of active shooter, inclement weather, and FEMA alerts systems
	Client Organization	County School District	
	Client Industry	K - 12 Schools	
	Client Location	Fayette County, KY	
	System Purchased	Mas Notification System	
	Type of Contract	Open Bid Competition	
	Contract Role	Prime Contractor	
	Contract Ref. #	N65236-15-NR-55421	
	Contract Budget	Currently \$1,350,000.00	
	Contract Period	Sept 2020 - Present	

5	Past Performance Contract Details		Past Performance Contract General Project Description
	Client Name	Partner Engineering Inc.	<ul style="list-style-type: none"> ❖ Partner Engineering Inc. directly awarded all low voltage (security and mass notification systems) requirements to HQE. HQE was recommended by the Children's Hospital of LA for a previous major hospital project that was successfully completed. ❖ The complexities of the projects: <ul style="list-style-type: none"> ➢ This project was required to build the solution within strict compliance laws of the Office of Statewide Health Planning and Development (OSHPD). ➢ All projects had outdated and incorrect building design plans. ➢ All sites required HQE's team to work without hindering the patient service being provided on site (to include students at the middle school). ❖ Installed and currently maintaining <ul style="list-style-type: none"> ➢ 12 Emergency Mass Notification Command and Control Software On Premise Servers ➢ 31 Giant Voice Sirens ➢ 2,590 - CCTV Camera Systems ➢ 180 - Server Systems ➢ 280 - High Definition Recorders ➢ 4,678 - Access Control Systems
	Client Organization	Private Company	
	Client Industry	Construction & Engineering	
	Client Location	7 Projects <ul style="list-style-type: none"> ❖ Antelope Valley Hospital ❖ Mercy San Juan Hospital ❖ Regional Medical Center San Juan ❖ Cottonwood Cornerstone ❖ Avenel Middle School ❖ Bergen County Technical ❖ Partner Eng. Western Campuses (CA, NV, AZ) 	
	System Purchased	Mass Notification System	
	Type of Contract	Direct Award	
	Contract Role	Sub Contractor	
	Contract Ref. #	19-S8473 19-S9012 20-S0872 20-S1623 20-S2809	
	Contract Budget	Currently \$2,705,300.00	
	Contract Period	June 2019 -Sept 2020	

6	Past Performance Contract Details		Past Performance Contract General Project Description
	Client Name	CHLA, USC, UCLA	<ul style="list-style-type: none"> ❖ CHLA, USC, and UCLA have a combined initiative to develop a working cooperation between the three campuses. As the lead, CHLA required HQE to design, install, and maintain a state of the art security and mass notification system. ❖ The complexities of the projects: <ul style="list-style-type: none"> ➢ Working within strict OSHPD compliance ➢ Working to integrate 3 major organizations into a single system ❖ Installed and currently maintain <ul style="list-style-type: none"> ➢ Emergency Mass Notification Command and Control Cloud Servers ➢ 54 - Giant Voice Sirens ➢ 835 - CCTV Camera Systems ➢ 22 - Indoor Notification Systems
	Client Organization	Non-Profit, Private, Public	
	Client Industry	Healthcare & Higher Ed.	
	Client Location	4 Projects <ul style="list-style-type: none"> ❖ Children's Hospital of LA (CHLA) ❖ University of Southern California (USC) ❖ University of LA (UCLA) 	
	System Purchased	Electronic Security System	
	Type of Contract	Open Bid Competition	
	Contract Role	Prime Contractor	
	Contract Ref. #	20-3847	
	Contract Budget	Currently \$2,932,000.00	
	Contract Period	June 2019 -Sept 202	

3. Consulting Capabilities

HQE's Full Mass Notification Systems (MNS) Experience



HQE provides a full turn-key solution and services for all MNS capabilities consulting. Our MNS engineering team can support any size organization and scope to ensure the right security system is in place. HQE can provide solutions for systems design, planning, installation, upgrades, and sustainment services. Our in-house MNS capabilities include (are not limited to):

- ❖ **Mass Notification C2 Software:** On Premise or Cloud Based C2 Software
- ❖ **Electronic Mass Notification System (EMNS):** Software mass notification solution
 - Emails Alerts
 - Phone Calls
 - SMS Text Alerts
 - Desktop Alerts
 - Social Media Alerts
 - Push Notifications
- ❖ **Indoor Notification:** Unified indoor alerting capabilities
 - Fire Alarm Integration
 - Cable TV Alerts
 - Visual/Audio Beacons
 - Marquee Sign Alerts
 - VoIP Integration
 - Paging Systems
 - Panic Alarms
 - Workplace Violence
 - Active Shooter Sensors
- ❖ **Outdoor Warning System:** All weather intelligible audio Giant Voice Sirens

Specific to this solicitation, HQE's capable of providing the specified life cycle consulting of the Emergency Communications System for the City of Rolling Hills. Our MNS engineers and technicians have over 150+ years of experience working with all indoor and outdoor Emergency Communications Systems.

We Are Experts At Compliance Laws & Regulations



How We Will Approach the City of Rolling Hills Project

HQE's subject matter experts have studied and assessed the ideal project solution for City of Rolling Hills. For this Emergency Communications System Consulting Services, HQE suggests that the Waterfall Project Management Methodology be utilized. This process will allow for City of Rolling Hills and HQE's team to effectively and efficiently move through the project milestones and work schedule.



❖ Planning Phase

- This phase is initiated when HQE receives the intent to award notice from the City.
- Goals of this phase are:
 - **Execute Task 1 of the Project Scope set by the City and all of the specified essential tasks outlined by the City as the sub-tasks.** (HQE & City)
 - Coordinate and finalize all administrative (contract) requirements (HQE & City)
 - Conduct an internal kickoff meeting with the HQE's designated staff to prepare for (HQE)
 - Coordinate and execute an official kickoff meeting for the project (HQE & City)
 - Introduction of the project team (HQE & City)
 - Request for any final information requests from client (HQE)
 - Discuss general project schedule and milestones (HQE & City)
 - **Execute Task 2: of the Project Scope set by the City and all of the specified essential tasks outlined by the City as the sub-tasks.** (HQE & City)
 - Create the tentative plan of action based on information captured from the City (HQE)
- This phase ends when the plan is established by HQE and approved by the City (HQE & City)

❖ Designing Phase

- This phase is initiated when HQE receives the approval for the updated project plan based on the information gathered during the planning phase.
- Goals of this phase are:
 - **Execute Task 3 of the Project Scope set by the City and all of the specified essential tasks outlined by the City as the sub-tasks.** (HQE & City)
 - Technical design of the specified systems requirement is compiled into the comprehensive overall system architecture. (HQE)
 - An updated detailed bill of materials (BOM) is finalized (hardware, software, and consumable materials) for sourcing. (HQE)
 - HQE to update the provide the overall lead times of the supplies being requested to vendors to the City that may have an impact on the initial project.

- This will assist the City in approving a general Period of Performance. (HQE)
- HQE to coordinate with the client's project POC to confirm the approved execution schedule (tentative planning purposes). (HQE & Client)
 - HQE to assist the City in writing the request for proposal to include the BOM, Period of Performance (POP), and any other requirements needed to fully detail out the solicitation. (HQE and City)
 - HQE to assist the City in finalizing the RFP and the City posts the RFP on their business portal. (HQE & City)
 - HQE to collect questions from vendors and answer all technical questions. (HQE)
- This phase ends when the proposal submission date is closed for the Project.

❖ Execution Phase

- This phase is initiated when the City and the HQE's team officially open the proposals.
- Goals for this phase are:
- HQE to assist the City with the technical evaluations of the proposals from the Vendors. (HQE and City)
 - HQE to score the vendors in ranking for technical acceptance. (HQE)
 - HQE to assist the City in the initial kick off meeting with the Vendor. (HQE)
 - HQE to assist the City in assisting in the management of the start of the project with the vendor. (HQE)
 - HQE to provide assistance to the City in managing the installation of the system by the vendor.
 - HQE to ensure the vendor installs the system per the agreed upon terms and conditions of the specifications of the system awarded.
- This phase ends when testing and turnover date is agreed to by all parties. (HQE)

❖ Test and Turnover Phase

- This phase is initiated when the test and turnover date is agreed to by HQE and all state holders. (HQE & City)
- Goals for this phase are:
- Detailed site walkthrough of all the works performed by the Vendor. (HQE & City)
 - HQE to assist the City in observing the Vendor test the agreed upon percentage of the system per the OEM standards. (HQE & City)
 - HQE to identify any issues for the Vendor to fix found during the test and turnover phase. (HQE & City)
 - HQE to collect and provide the City with the systems test and turnover files/report. (HQE)
 - HQE to assist the City in setting up through the vendor the conduct of any training offered by the Vendor to the City. (HQE & City)
- This phase ends when the client signs off on the test and turnover certificate.

❖ Customer Support Phase

- This phase is initiated when the system is accepted by the City.
- Goals of this phase are:

- **Execute Task 4: of the Project Scope set by the City and all of the specified essential tasks outlined by the City as the sub-tasks.** (HQE & City)
 - Provide any additional information and or support to assist the City in maintaining and incorporating any new systems for future life safety and security capabilities.
- This phase ends on the last day of the service portion of the contract.

What We Are Offering (Key Solution Items)

- ❖ An experienced full Emergency Communication Systems Subject Matter Expert (SME) Consulting Team.
- ❖ Support the City's identified Tasks 1 to 4.
- ❖ Support the City in other tasks that may not be identified in the original tasks list to ensure the success of the Project.
- ❖ Provide the City's staff/stakeholders with key familiarization training/presentations to ensure the successful implementation of the Emergency Communication System.
- ❖ Optional Items for consideration:
 - Emergency Mass Notification assessment and survey of key sites (City Hall, Schools, Parks, etc. to improve the City's overall Life Safety and Security readiness). HQE performs this task for the Department of Defense for their sensitive and non-sensitive sites.

4. Cost, Training, Customer Support

Cost of The Offer

- ❖ The total cost of the final solution being offered is: See Attachment 1, Cost Proposal
 - Note: HQE is fully staffed to support multiple Project Managers to perform this Project. If the City requires HQE to complete this entire project within a short period of time, HQE is capable of allocating additional dedicated Project Managers to accomplish the Project within the City's desired timeline if requested.

Training

- ❖ HQE's Emergency Mass Communication Systems experts will provide the City's stakeholders with the following training sessions to improve the City's knowledge in the best practice for Emergency Management and Communications Systems.
 - General overview of the Emergency Communications Industry
 - General overview of the compliance laws and regulations
 - General overview of the system being requested by the City and how it impacts the City's growth and sustainability

Customer Support

- ❖ The following customer support plan will be activated upon completion of the project.
 - Assigned Customer Representative: Ms. Desiree Carr
 - Assigned Technical Project Manager: Mr. Nick Ellis

- Customer support plan includes:
 - General and technical issues (remote) during the normal working hours (9am to 4pm PSD, M-Sat).
 - Emergency support, 24/7/365 customer support: A 24/7 support will be provided during the City's Task 3 and Task 4 phase if something arises that will require the City to request for HQE's technical support (in case of an Emergency).

End of Proposal

"It is our goal at HQE to continue to serve our veterans through our 'Hire Veterans Policy HQE-2015-2025'. We appreciate all of our current and past customers who have helped us meet our goals of hiring veterans throughout the years. Your support in HQE is directly impacting the support of our amazing veterans. Thank you for your considerations and support of a Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Service Disabled Veteran Owned Small Business (SDVOSB)!."

Thank You from the team of HQE Systems Inc.

Qais Alkurdi, CEO
Disabled Veteran / Retired

Henry Hernandez, COO
Disabled Veteran



Exhibit B

COST PROPOSAL FOR:

CITY OF ROLLING HILLS

EMERGENCY COMMUNICATIONS SYSTEM

CONSULTING SERVICES



Due Date: March 25, 2021

Proposal Prepared For:

City of Rolling Hills
No. 2 Portugese
Rolling Hills, CA 90274
POC: Elaine Jeng, P.E.
Title: City Manager
Email: Ejeng@CityOfRH.Net
Tel: (310) 377-1521

Proposal Approved By:

HQE Systems Inc.
42075 Remington Ave, Suite #109
Temecula, CA 92590
POC: Mr. Henry Hernandez
Title: Chief Operating Officer
Email: Contracts@HQESystems.com
Tel: (800) 967-3036 X203 or (951) 281-0462

HQE Systems, Inc. has the following credentials:



1. LABOR RATES

LINE	POSITION	HOURLY RATE
1	Senior Project Manager	\$102.00 / HR
2	Project Manager	\$77.00 / HR
3	CAD Technician	\$42.00 / HR
4	Technical Writer	\$29.00 / HR

2. PROPOSED FEE PER TASK

LINE	CITY'S REQUIRED TASK	PROPOSED TASK HOURS	TOTAL RATE
1	Task 1 - Information Gathering/Project Scope		
2	Senior Project Manager	8	\$816.00
3	Project Manager	32	\$2,464.00
4	CAD Technician	0	\$0
5	Technical Writer	0	\$0
6	Task 1 Total	40	\$3,280.00

LINE	CITY'S REQUIRED TASK	PROPOSED TASK HOURS	TOTAL RATE
1	Task 2 - Review / Analysis of potential ECS's		
2	Senior Project Manager	8	\$816.00
3	Project Manager	32	\$2,464.00
4	CAD Technician	0	\$0
5	Technical Writer	8	\$232.00
6	Task 1 Total	48	\$3,512.00

LINE	CITY'S REQUIRED TASK	PROPOSED TASK HOURS	TOTAL RATE
1	Task 3 - Bidding / Procurement Services		
2	Senior Project Manager	16	\$1,632.00
3	Project Manager	80	\$6,160.00
4	CAD Technician	32	\$1,344.00
5	Technical Writer	32	\$982.00
6	Task 3 Total	160	\$10,118.00

LINE	CITY'S REQUIRED TASK	PROPOSED TASK HOURS	TOTAL RATE
1	Task 4 - Technical Assistance Post Deployment of System		
2	Senior Project Manager	12	\$1,224.00
3	Project Manager	96	\$7,392.00
4	CAD Technician	8	\$336.00
5	Technical Writer	8	\$232.00
6	Task 4 Total	120	\$9,184.00

❖ Total labor cost for entire project: **\$26,094.00**



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

**SUBJECT: LA COUNTY SHERIFF'S DEPARTMENT LOMITA STATION
OPERATION VISIBILITY (COUNCILMEMBER JEFF PIEPER)**

DATE: April 26, 2021

BACKGROUND:

NONE.

DISCUSSION:

NONE.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

NONE.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.B

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: LETTER IN SUPPORT OF AB 1251 (MURATSUCHI) - LOCAL PUBLIC HEALTH ORDERS.

DATE: April 26, 2021

BACKGROUND:

Assembly Member Al Muratsuchi requested letters in support of AB 1251 from the South Bay Cities. Attached is the City's draft letter for consideration.

DISCUSSION:

Assembly Bill 1251 would require a public health order issued by the County of Los Angeles local health officer during the COVID-19 pandemic state of emergency to be based on data for each service planning area, as defined, rather than on countywide data. The bill would further require that a local public health-order related to the COVID-19 pandemic include the data for each service planning area upon which the order is based. Passing this bill ensures that the specific needs of residents and businesses are based on SPAs and not the entire Los Angeles County.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve and submit letter in support of AB 1251.

ATTACHMENTS:

[AB 1251 Support Letter.pdf](#)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

April 26, 2021

The Honorable Al Muratsuchi
California State Assembly
State Capitol
P.O. Box 942849, Room 2179
Sacramento, CA 94249-0066

SUBJECT: Notice of Support of AB 1251

Dear Assembly Member Muratsuchi:

The City of Rolling Hills supports Assembly Bill 1251, which would require Los Angeles County Health Officials to factor in local transmission data when developing restrictions and reopening plans.

The County of Los Angeles is the largest populated County in the United States, and larger in population than 41 individual states. Due to the large size of L.A. County (4,300 square miles), the Department of Public Health has divided the county into eight geographic Service Planning Areas (SPAs) to develop and provide more relevant public health and clinical services more focused to the specific health needs of the residents in these different areas. Despite this, the county has imposed the same COVID-19 restrictions across the county, regardless of local transmission rates.

Assembly Bill 1251 would require a public health order issued by the County of Los Angeles local health officer during the COVID-19 pandemic state of emergency to be based on data for each service planning area, as defined, rather than on countywide data. The bill would further require that a local public health-order related to the COVID-19 pandemic include the data for each service planning area upon which the order is based. Passing this bill ensures that the specific needs of residents and businesses are based on SPAs and not the entire Los Angeles County.

The City supports the goals of AB 1251 and we appreciate your leadership on this important issue.

Sincerely,

Bea Dieringer
Mayor

cc: Ben Allen, Senator, 26th State Senate District
Jeff Kiernan, League of California Cities
Meg Desmond, League of California Cities
Marcel Rodarte, California Contract Cities Association



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.C

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: NOTICE OF OPPOSITION TO SB 210 (WIENER) - AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS: USE OF DATA

DATE: April 26, 2021

BACKGROUND:

At the April 12, 2021 City Council meeting, Mayor Bea Dieringer requested the City Council to discuss SB 210 at the next meeting.

Senate Bill (SB 210) would require automated license plate recognition system (ALPR) operators and end-users to conduct annual audits to review ALPR searches and require most public ALPR operators and end-users to destroy all ALPR data within 24 hours that does not match information on a "hot list." It also would require the Department of Justice (DOJ) to make available model ALPR policies and issues guidance to local law enforcement agencies, as specified.

This bill is sponsored by Media Alliance and Electronic Frontier Foundation. It is supported by several privacy and civil rights/liberties advocacy groups, and opposed by various law enforcement associations.

The bill was introduced in January 2021 and referred to the judiciary committee on March 23, 2021. The bill was passed by the judiciary committee and referred to the Senate Appropriations committee on April 5, 2021. The bill was then placed on suspense file.

The Suspense File process has been a part of the Committee Rules since the mid-1980s as a way to consider the fiscal impacts to the state of legislation as a whole. The committee analysis indicates whether a bill's fiscal impacts meet the criteria for referral to the Suspense File. Bills that meet the Committee's Suspense threshold will be placed on the Suspense File after testimony is taken at a regular-order hearing. A vote-only Suspense Hearing will be held prior to the deadlines for fiscal committees to hear and report bills to the Senate Floor. Bills will either move to the Senate Floor for further consideration or be held in committee under submission. Generally, if the cost of a bill is determined to be \$50,000 or more to the General Fund or \$150,000 or more to a special fund, the bill meets the criteria for referral to the Suspense File. The fiscal thresholds for suspense apply to the impact on any fund in any fiscal year.

DISCUSSION:

The Peninsula Cities jointly deployed a ALPR system and as recent as May 2020, the cities of Rancho Palos Verdes and Rolling Hills Estates were expanding the system within their jurisdictional boundary at entry points to the Peninsula. The Los Angeles County Sheriff's Department Lomita Station and the Palos Verdes Estates Police Department rely heavily on the ALPR system as a source to fight crime. The passage of SB 210 as it is written would prevent the law enforcement agencies to use the data beyond the 24 hour period. Lomita Station has reported that they receive matches to stolen vehicles from time to time using the ALPR system and have located suspects long after the crime was committed.

The Peninsula Cities are opposed to SB 210. On the week of April 19, 2021, Rancho Palos Verdes submitted an opposition letter on SB 210. Palos Verdes Estates Mayor suggested to submit a Peninsula Cities joint opposition letter.

FISCAL IMPACT:

There is no fiscal impact in preparing comment letters to SB 210.

RECOMMENDATION:

Staff recommends that the City Council oppose SB 210 and direct the Mayor to sign two opposition letters, one from the City of Rolling Hills and the other jointly with the Peninsula Cities.

ATTACHMENTS:

[202120220SB210_Senate Appropriations.pdf](#)

[202120220SB210_Senate Judiciary.pdf](#)

[SB210 Notice of Opposition.pdf](#)

[Draft Joint Letter of Opposition_SB 210_v2.docx](#)

SENATE COMMITTEE ON APPROPRIATIONS

Senator Anthony Portantino, Chair

2021 - 2022 Regular Session

SB 210 (Wiener) - Automated license plate recognition systems: use of data

Version: March 15, 2021

Urgency: No

Hearing Date: April 5, 2021

Policy Vote: JUD. 9 - 1

Mandate: No

Consultant: Shaun Naidu

Bill Summary: SB 210 would require automated license plate recognition system (ALPR) operators and end-users to conduct annual audits to review ALPR searches and require most public ALPR operators and end-users to destroy all ALPR data within 24 hours that does not match information on a “hot list.” It also would require the Department of Justice (DOJ) to make available model ALPR policies and issues guidance to local law enforcement agencies, as specified.

Fiscal Impact:

- DOJ: The department reports costs of \$323,000 (and 3.0 PY) in FY 2021-2022, \$576,000 (and 3.0 PY) in FY 2022-2023, \$506,000 (and 3.0 PY) in FY 2023-2024, and \$433,000 (and 2.0 PY) annually thereafter to make available on its website a model ALPR policy template for public agencies, to develop and issue guidance to help local law enforcement agencies to identify and evaluate the data that currently is stored in their ALPR databases. (General Fund)
- Department of Corrections and Rehabilitation: Unknown costs to the Division of Adult Parole Operation, which uses ALPR in its California Parole Apprehension Team. (General Fund)
- California Highway Patrol (CHP): The department reports minor and absorbable costs associated with this measure.

Background: According to the analysis of this bill by the Senate Committee on Judiciary:

In 2015, SB 34 (Hill, Ch. 532, Stats. 2015) sought to address some of the concerns about the privacy of [ALPR] information by placing certain protections around the operation of ALPR systems and the use of ALPR data. (See Civ. Code §§ 1798.90.51, 1798.90.53.) The resulting statutes provided that both ALPR operators and ALPR end-users were required to maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure. They were further required to implement usage and privacy policies in order to ensure that the collection, access, use, maintenance, sharing, and dissemination of ALPR information is consistent with respect for individuals’ privacy and civil liberties.

These policies are required to be made available to the public in writing and posted to the operator or end-user's internet website, if it exists. These policies are required to include at least the following:

- the authorized purposes for using the ALPR system, and collecting, accessing, and/or using ALPR information;
- a description of the job title or other designation of the employees and independent contractors who are authorized to access and use the ALPR system and its information, or to collect the ALPR information. It must also identify the necessary training requirements;
- a description of how the ALPR system will be monitored to ensure the security of the ALPR information, and compliance with all applicable privacy laws;
- a process for periodic system audits for end-users;
- the purposes of, process for, and restrictions on, the sale, sharing, or transfer of ALPR information to other persons;
- the title of the official custodian, or owner, of the ALPR information responsible for implementing the relevant practices and policies;
- a description of the reasonable measures that will be used to ensure the accuracy of ALPR information and correct data errors; and
- the length of time ALPR information will be retained, and the process the ALPR operator or end-user will utilize to determine if and when to destroy retained ALPR information.

Additionally, existing law allows CHP to retain license plate data captured by license plate reader technology (LPR), which is another term for an ALPR, for not more than 60 days unless the data is being used as evidence or for the investigation of felonies. The department is prohibited from selling LPR data for any purpose and cannot make the data available to a non-law enforcement agency or officer. A law enforcement agency may use the data only for purposes of locating vehicles or persons when either are reasonably suspected of being involved in the commission of a public offense. Existing law also requires CHP to, as a part of the annual automobile theft report submitted to the Legislature, report the LPR practices and usage, including the number of LPR data disclosures, a record of the agencies to which data was disclosed and for what purpose, and any changes in policy that affect privacy concerns.

Proposed Law: This bill would:

- Require ALPR operators and end-users to carry out two specific security procedures and practices, as part of the existing requirement to maintain such procedures and practices:
 - Conduct annual audits to review ALPR end-user searches during the previous year to assess user searches, determine if all searches were in compliance with the relevant usage and privacy policy, and, if the ALPR operator is a public agency that is not an airport authority, confirm that all ALPR data that does not match hot list information has been routinely destroyed in 24 hours or less; and
 - Where the operator is a non-airport authority public agency, destroy all ALPR data that does not match information on a hot list in 24 hours or less and include such a requirement in their own usage and privacy policy.

- Require the audits to be made available to the public in writing and posted on the operator's website, as specified.
- Require an ALPR operator or an ALPR end-user that accesses or provides access to ALPR information to conduct an annual audit to review ALPR end-user searches during the previous year to assess user searches, determine whether all searches were in compliance with the usage and privacy policy, and, if the ALPR operator or end-user is a public agency that is not an airport authority, confirm that all ALPR data that does not match hot list information has been routinely destroyed in 24 hours or less. It also would require ALPR end-users that access or provide access to ALPR information to maintain a record of that access and to require that ALPR information be used only for the purposes authorized in their usage and privacy policy.
- Require an ALPR operator or end-user that is a public agency that is not an airport authority to include a requirement in its usage and privacy policy that all ALPR data is to be destroyed within 24 hours if it does not match hot list information.
- Define "hot list" to mean a list or lists of license plates of vehicles of interest against which the ALPR system is comparing vehicles on the roadways.
- Require DOJ, by July 1, 2022, to draft and make available on its website a policy template that public agencies may use as a model for their ALPR policies.
- Require DOJ to develop and issue guidance to help local law enforcement agencies identify and evaluate the types of data they currently are storing in their ALPR database. The guidance must include, but not be limited to, the necessary security requirements agencies should follow to protect the data in their ALPR.
- Prohibit ALPR operators and end-users that are non-airport authority public agencies from accessing an ALPR that retains ALPR information for more than 24 hours that does not match a hot list.

Related Legislation: AB 1782 (Chau, 2019-2020 Reg. Sess.) would have required those operating, accessing, or using ALPR or its data to have policies that include procedures to ensure non-anonymized ALPR information is timely destroyed, except as specified, and that all ALPR information that is shared is anonymized. AB 1782 was amended to replace this content and address a different topic. It was held on the Suspense File of this Committee.

SB 1143 (Wiener, 2019-2020 Reg. Sess.) was substantially similar to this bill. SB 1143 was never heard in the Senate Committee on Transportation.

SB 34 (Hill, Ch. 532, Stats. 2015) established the existing requirements on ALPR operators and end-users.

Staff Comments: Existing law sets a retention period for ALPR data only for CHP, which, as discussed in Background, above, is allowed to retain data for up to 60 days unless it is being used as evidence or in a felony investigation. SB 210 would require all public agencies, that are not airport authorities, that operate or use ALPR to destroy ALPR data within 24 hours unless it matches hot list information. This bill does not strike or alter the provision of law that provides CHP the ability to retain ALPR data for, generally, up to 60 days, but the 24-hour ALPR data destruction requirement would appear to apply to CHP, as it is a non-airport authority public agency. Generally, where there is a conflict between statutory provisions, the provision enacted "later in time"

would control. In an attempt to harmonize the law, however, a canon of statutory instruction provides that when there are conflicting statutory provisions, one general and one specific, the more specific provision would apply as an exception to the general provision. Consequently, it appears that CHP would be able to maintain ALPR data for up to 60 days despite the generally-applicable 24-hour destruction requirement in SB 210 if it is enacted.

-- END --

SENATE JUDICIARY COMMITTEE
Senator Thomas Umberg, Chair
2021-2022 Regular Session

SB 210 (Wiener)
Version: March 15, 2021
Hearing Date: March 23, 2021
Fiscal: Yes
Urgency: No
CK

SUBJECT

Automated license plate recognition systems: use of data

DIGEST

This bill provides greater transparency and accountability with respect to automated license plate recognition systems (“ALPR system”). It requires ALPR operators and end-users to conduct annual audits to review ALPR searches. If the operator or end-user is a public agency, the bill further requires them to destroy all ALPR data that does not match information on a hot list within 24 hours.

EXECUTIVE SUMMARY

ALPR systems are searchable computerized databases resulting from the operation of one or more cameras combined with computer algorithms to read and convert images of registration plates and the characters they contain into computer-readable data. The cameras can be mobile, e.g. mounted on patrol cars, or fixed, e.g. mounted on light poles. ALPR systems allow for the widespread and systematic collection of license plate information. ALPR data can have legitimate uses, including for law enforcement purposes. Currently, at least 230 police and sheriff departments in California use an ALPR system, with at least three dozen more planning to use them. While such systems are useful, there are serious privacy concerns associated with the collection, storage, disclosure, sharing, and use of ALPR data.

Current law requires operators of these systems and those using the data to implement usage and privacy policies. However, concerns have remained about the widespread collection of this data and the wildly inconsistent and opaque ways the data is used, stored, and destroyed. A recent report from the California State Auditor confirms that police departments in the state are not complying with existing law and recommends further regulation of these systems.

This bill implements some of the report's recommendations by mandating audits of ALPR systems to provide a clear trail for what uses the information is being used for and by who, and requiring most public agencies to destroy ALPR data within 24 hours if it does not match the information on a hot list.

This bill is sponsored by Media Alliance and Electronic Frontier Foundation. It is supported by several privacy and civil rights/liberties advocacy groups, and opposed by various law enforcement associations.

PROPOSED CHANGES TO THE LAW

Existing law:

- 1) Provides, pursuant to the California Constitution, that all people have inalienable rights, including the right to pursue and obtain privacy. (Cal. Const., art. I, § 1.)
- 2) Defines "automated license plate recognition system" or "ALPR system" to mean a searchable computerized database resulting from the operation of one or more mobile or fixed cameras combined with computer algorithms to read and convert images of registration plates and the characters they contain into computer-readable data. "ALPR information" means information or data collected through the use of an ALPR system. "ALPR operator" means a person that operates an ALPR system, except as specified. "ALPR end-user" means a person that accesses or uses an ALPR system, except as specified. The definitions for both ALPR operator and ALPR end-user exclude transportation agencies when subject to Section 31490 of the Streets and Highways Code. (Civ. Code § 1798.90.5.)
- 3) Requires an ALPR operator to maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure. ALPR operators must implement usage and privacy policies in order to ensure that the collection, use, maintenance, sharing, and dissemination of ALPR information is consistent with respect for individuals' privacy and civil liberties. It further requires the policies to include, at a minimum, certain elements. (Civ. Code § 1798.90.51.)
- 4) Requires ALPR end-users to maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure. ALPR end-users must implement usage and privacy policies in order to ensure that the access, use, sharing, and dissemination of ALPR information is consistent with respect for individuals'

privacy and civil liberties. It further requires the policies to include, at a minimum, certain elements. (Civ. Code § 1798.90.53.)

- 5) Provides that a public agency shall not sell, share, or transfer ALPR information, except to another public agency, and only as otherwise permitted by law. For purposes of this section, the provision of data hosting or towing services shall not be considered the sale, sharing, or transferring of ALPR information. (Civ. Code § 1798.90.55.)
- 6) Authorizes the Department of the California Highway Patrol (CHP) to retain license plate data captured by a license plate reader for no more than 60 days, except in circumstances when the data is being used as evidence or for all felonies being investigated, including, but not limited to, auto theft, homicides, kidnaping, burglaries, elder and juvenile abductions, Amber Alerts, and Blue Alerts. (Veh. Code § 2413(b).)
- 7) Prohibits CHP from selling license plate reader data for any purpose and from making the data available to an agency that is not a law enforcement agency or an individual who is not a law enforcement officer. The data may be used by a law enforcement agency only for purposes of locating vehicles or persons when either are reasonably suspected of being involved in the commission of a public offense. (Veh. Code § 2413(c).)
- 8) Requires CHP to monitor internal use of the license plate reader data to prevent unauthorized use. (Veh. Code § 2413(d).)
- 9) Requires CHP to annually report the license plate reader practices and usage, including the number of license plate reader data disclosures, a record of the agencies to which data was disclosed and for what purpose, and any changes in policy that affect privacy concerns to the Legislature. (Veh. Code § 2413(e).)
- 10) Establishes the data breach notification law, which requires any agency, person, or business that owns, licenses, or maintains data including personal information to disclose a breach, as provided. (Civ. Code §§ 1798.29(a), (b), (c) and 1798.82(a), (b), (c).) Includes within the definition of “personal information,” ALPR data when combined with an individual’s first name or first initial and last name when either piece of data is not encrypted. (Civ. Code §§ 1798.29(g), 1798.82(h).)
- 11) Prohibits a transportation agency from selling or otherwise providing to any other person or entity personally identifiable information of any person who subscribes to an electronic toll or electronic transit fare collection system or who uses a toll bridge, toll lane, or toll highway that employs an electronic toll collection system, except as expressly provided. (Sts. & Hy. Code § 31490.)

This bill:

- 1) Requires ALPR operators and end-users to carry out two specific security procedures and practices, as part of the existing requirement to maintain such procedures and practices:
 - a. conduct annual audits to review ALPR end-user searches during the previous year to assess user searches, determine if all searches were in compliance with the relevant usage and privacy policy, and, if the ALPR operator is a public agency, confirm that all ALPR data that does not match hot list information has been routinely destroyed in 24 hours or less; and
 - b. where the operator is a public agency, destroy all ALPR data that does not match information on a hot list in 24 hours or less and include such a requirement in their own usage and privacy policy.
- 2) Requires these audits to be made available to the public in writing and posted on the operator's website, as specified.
- 3) Requires an ALPR operator or an ALPR end-user that accesses or provides access to ALPR information to conduct an annual audit to review ALPR end-user searches during the previous year to assess user searches, determine whether all searches were in compliance with the usage and privacy policy, and, if the ALPR operator or end-user is a public agency, confirm that all ALPR data that does not match hot list information has been routinely destroyed in 24 hours or less. It also requires ALPR end-users that access or provide access to ALPR information to maintain a record of that access and to require that ALPR information only be used for the purposes authorized in their usage and privacy policy.
- 4) Provides that an ALPR operator or end-user that is a public agency must include a requirement in its usage and privacy policy that all ALPR data is to be destroyed within 24 hours if it does not match hot list information.
- 5) Defines "hot list" to mean a list or lists of license plates of vehicles of interest against which the ALPR system is comparing vehicles on the roadways.
- 6) Excludes airport authorities from the provisions of the bill applying to public agencies.
- 7) Requires the California Department of Justice (DOJ), on or before July 1, 2022, to draft and make available on its internet website a policy template that public agencies may use as a model for their ALPR policies. It further requires them to develop and issue guidance to help local law enforcement agencies identify and evaluate the types of data they are currently storing in their ALPR database

systems. The guidance shall include, but not be limited to, the necessary security requirements agencies should follow to protect the data in their ALPR systems.

- 8) Prohibits ALPR operators and end-users that are public agencies from accessing an ALPR system that retains ALPR information for more than 24 hours that does not match a hot list.

COMMENTS

1. ALPR systems and the privacy implications

The prevalence of ALPR systems and the ease with which license plate data can be gathered and aggregated have raised serious privacy concerns for years. Using large datasets of ALPR data gathered over time, it is possible to reconstruct the locational history of a vehicle and extrapolate certain details about the vehicle's driver. As a 2013 American Civil Liberties Union (ACLU) report explains:

Tens of thousands of license plate readers are now deployed throughout the United States. Unfortunately, license plate readers are typically programmed to retain the location information and photograph of every vehicle that crosses their path, not simply those that generate a hit. The photographs and all other associated information are then retained in a database, and can be shared with others, such as law enforcement agencies, fusion centers, and private companies. Together these databases contain hundreds of millions of data points revealing the travel histories of millions of motorists who have committed no crime.¹

The U.S. Supreme Court has examined the significant privacy concerns raised by locational tracking technology in *United States v. Jones* (2012) 565 U.S. 400. The *Jones* case considered whether the attachment of a Global Positioning System (GPS) tracking device to an individual's vehicle, and the subsequent use of that device to track the vehicle's movements on public streets, constituted a search within the meaning of the Fourth Amendment. In her concurring opinion, Justice Sotomayor made the following observations:

Awareness that the Government may be watching chills associational and expressive freedoms. And the Government's unrestrained power to assemble data that reveal private aspects of identity is susceptible to abuse. The net result is that GPS monitoring--by making available at a relatively low cost such a substantial quantum of intimate information about any person whom the Government, in its

¹ ACLU, *You Are Being Tracked: How License Plate Readers Are Being Used to Record Americans' Movements* (July 2013) <https://www.aclu.org/other/you-are-being-tracked-how-license-plate-readers-are-being-used-record-americans-movements?redirect=technology-and-liberty/you-are-being-tracked-how-license-plate-readers-are-being-used-record> [as of Mar. 2, 2021].) All further internet citations are current as of March 2, 2021.

unfettered discretion, chooses to track--may alter the relationship between citizen and government in a way that is inimical to democratic society.

I would take these attributes of GPS monitoring into account when considering the existence of a reasonable societal expectation of privacy in the sum of one's public movements. I would ask whether people reasonably expect that their movements will be recorded and aggregated in a manner that enables the Government to ascertain, more or less at will, their political and religious beliefs, sexual habits, and so on.

(*United States v. Jones* (2012) 565 U.S. 400, 416 [internal citations and quotation marks omitted].)

As with GPS monitoring, the accumulation of ALPR locational data into databases that span both time and distance also threatens to undermine one's right to privacy. As with GPS monitoring, California residents may be less willing to exercise their associational and expressive freedoms if they know that their movements are being compiled into databases accessible not only to the government, but also to private industries and individuals. Without adequate regulations, the use of these systems threatens Californian's right to privacy, a right explicitly enshrined in the California Constitution.

2. Enhancing the law to ensure the legitimacy of ALPR systems and the security of their data

In 2015, SB 34 (Hill, Ch. 532, Stats. 2015) sought to address some of the concerns about the privacy of this information by placing certain protections around the operation of ALPR systems and the use of ALPR data. (*See* Civ. Code §§ 1798.90.51, 1798.90.53.)² The resulting statutes provided that both ALPR operators and ALPR end-users³ were required to maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure. They were further required to implement usage and privacy policies in order to ensure that the collection, access, use, maintenance, sharing, and dissemination of ALPR information is consistent with respect for individuals' privacy and civil liberties.

These policies are required to be made available to the public in writing and posted to the operator or end-user's internet website, if it exists. These policies are required to include at least the following:

² SB 34 also included ALPR data within the definition of "personal information" for purposes of California's Data Breach Notification Law.

³ The law defines an "ALPR operator" as a person that operates an ALPR system and an "ALPR end-user" as a person that accesses or uses an ALPR system, with certain exemptions. (Civ. Code § 1798.90.5.) Both definitions exclude a transportation agency when subject to Section 31490 of the Streets and Highways Code.

- the authorized purposes for using the ALPR system, and collecting, accessing, and/or using ALPR information;
- a description of the job title or other designation of the employees and independent contractors who are authorized to access and use the ALPR system and its information, or to collect the ALPR information. It must also identify the necessary training requirements;
- a description of how the ALPR system will be monitored to ensure the security of the ALPR information, and compliance with all applicable privacy laws;
- a process for periodic system audits for end-users;
- the purposes of, process for, and restrictions on, the sale, sharing, or transfer of ALPR information to other persons;
- the title of the official custodian, or owner, of the ALPR information responsible for implementing the relevant practices and policies;
- a description of the reasonable measures that will be used to ensure the accuracy of ALPR information and correct data errors; and
- the length of time ALPR information will be retained, and the process the ALPR operator or end-user will utilize to determine if and when to destroy retained ALPR information.

Unfortunately, the security and privacy concerns have only multiplied in the wake of SB 34. Many ALPR systems have been found to have weak security protections, leading to the leaking of sensitive ALPR data and easy access to potential hackers.⁴ A 2018 Los Angeles Times editorial illustrates the concerns:

When someone drives down a street or parks a car at a curb, there is no expectation of privacy — the driver, the car and the license plate are in public view. Yet most people would recoil if the government announced a program to scan those license plate numbers into a database it could use to determine whose car was parked where and when. It's an obnoxiously intrusive idea that sneaks over the line between a free society and Big Brother dystopia. The notion that the government could trace people's travels whenever it wishes undercuts our fundamental belief that, barring probable cause to suspect involvement in a crime, we should be able to move about freely without being tracked.

But government agencies, from local police departments to Immigration and Customs Enforcement, are able to do just that. Some police agencies — including the Los Angeles Police Department and the Los Angeles County Sheriff's Department — maintain their own databases of scanned plates, which is problematic enough without proper policies and controls in place. Many share with other agencies in broad networks. Some agencies contract with private

⁴ Zack Whittaker, *Police license plate readers are still exposed on the internet* (January, 22, 2019) TechCrunch, <https://techcrunch.com/2019/01/22/police-alpr-license-plate-readers-accessible-internet/>.

vendors that build massive databases by merging feeds from automatic license plate readers. So while police must obtain a warrant before placing a tracking device on someone's car, they do not need a judge's permission to contract with a database — or build their own — and, theoretically, track a person's movements over time by consulting records of where his or her car has been spotted.

...

We have been concerned about the broad spread of license-plate scanners in recent years primarily because of the potential for ubiquitous monitoring. Clearly, a database that allows police to, in essence, go back in time and see what cars might have been parked outside a store as it was being robbed could be a useful investigative tool. But at what cost?

Under this privatized system, government officials can enter a license plate and receive an alert as soon as it turns up on any of the nationwide army of scanners — in police cars, on utility poles, in cars driven by private citizens working with the vendors — that feed these databases. Because the data is not purged after a short amount of time, it also means police can plug in a license plate and find out where a car had traveled on any specific day going back years. Such an arrangement might pass constitutional muster, but it certainly violates our right and expectation to not have our daily activities collected and saved for retrieval by government agents.⁵

3. California State Auditor report uncovers disturbing lack of compliance, oversight

In response to the growing concerns with ALPR systems, the Joint Legislative Audit Committee tasked the California State Auditor with conducting an audit of law enforcement agencies' use of ALPR systems and data.⁶

The report focused on four law enforcement agencies that have ALPR systems in place. The report found that "the agencies have risked individuals' privacy by not making informed decisions about sharing ALPR images with other entities, by not considering how they are using ALPR data when determining how long to keep it, by following poor practices for granting their staff access to the ALPR systems, and by failing to audit system use." In addition, the audit found that three of the four agencies failed to establish ALPR policies that included all of the elements required by SB 34. All three failed to detail who had access to the systems and how it will monitor the use of the ALPR systems to ensure compliance with privacy laws. Other elements missing were

⁵ Los Angeles Times Editorial Board, *Private surveillance databases are just as intrusive as government ones* (February 3, 2018) Los Angeles Times, <https://www.latimes.com/opinion/editorials/la-ed-license-plate-readers-privacy-congress-20180203-story.html>.

⁶ *Automated License Plate Readers, To Better Protect Individuals' Privacy, Law Enforcement Must Increase Its Safeguards for the Data It Collects* (February 2020) California State Auditor, <https://www.auditor.ca.gov/pdfs/reports/2019-118.pdf> [as of Mar. 4, 2021].

related to restrictions on the sale of the data and the process for data destruction. The fourth entity, the Los Angeles Police Department did not even have an ALPR policy.

The Auditor's report calls into question how these systems are being run, how the data is being protected, and what is being done with the data. The report reveals that agencies commingled standard ALPR data with criminal justice information and other sensitive personal information about individuals, heightening the need for stronger security measures and more circumscribed access and use policies. However, the lack of clear guidelines or auditing made it unclear exactly where information was coming from, who was accessing it, and what purposes it was being put to. The report does make clear that these agencies have "shared their ALPR images widely, without considering whether the entities receiving them have a right to and need for the images." Increasing the vulnerability of such vast troves of sensitive data, the agencies' retention policies were uninformed and not tied to the usefulness of the data or the risks extended retention posed.

In fact, the Auditor had difficulty determining whether the agencies made informed decisions about sharing the ALPR data at all because of the deficient record keeping. It was discovered that two of the agencies reviewed approved sharing with hundreds of entities and one shared with over a thousand. The sharing occurred with most of the other 49 states and included public and private entities. However, the audit makes clear that ultimately it was impossible to verify the identity of each of these entities or their purpose for receiving this data.

Many of these agencies relied on Vigilant Solutions software and protocols rather than establishing their own protocols and safety measures. Vigilant is one of the largest private operators and end-users of ALPR systems and is also a provider of facial recognition technology and provides for ALPR data storage that allows the date, time, and location information to be stored with plate images. Vigilant operates many of the ALPR systems used by law enforcement, including 70 percent of the law enforcement users surveyed by the Auditor. However, Vigilant indicates that it can also offer access to its private database of "over 5 billion nationwide detections and over 150 million more added monthly."⁷ The company's website specifically advertises its ability to run advanced analytics across the vast troves of data it maintains.

The report indicates that for the agencies partnering with Vigilant, it was not even clear who owns the data being put into the Vigilant cloud. Serious security concerns were identified with the agencies using Vigilant, including the lack of contractual guarantees that the data will be stored in the United States or that adequate safeguards will be implemented. While LAPD contracts with another company, Palantir, for IT, they failed to provide an up to date contract with security provisions required by the FBI based on the type of data being collected.

⁷ See <https://www.vigilantsolutions.com/products/license-plate-recognition-lpr/>.

Perhaps most disturbingly, some of these agencies have a history of sharing their ALPR data with ICE, and the audit reveals that they have continued to authorize “shares with entities with border patrol duties,” including the San Diego Sector Border Patrol of U.S. Customs and Border Protection, Customs and Border Protection National Targeting Center, and with an unknown entity simply listed as the “California Border Patrol.” The report concludes that “[a]ll of these entities’ duties could potentially intersect with immigration enforcement.” Reports indicate that such sharing is not limited to the four agencies at the center of the Auditor’s report. The Los Angeles Times recently reported that Pasadena police were found to have been sharing data from their Vigilant ALPR system directly with a Homeland Security division affiliated with ICE, and the Long Beach Police Department was found to have been sending ALPR data directly to ICE through Vigilant’s “group approval” feature.⁸

While the report urges the Legislature to require DOJ to establish templates and best practices for a number of features of ALPR systems, the report indicated that their “guidelines for sharing data are particularly relevant in these cases.” Despite the existence of these clear immigration-related guidelines for sharing data, “the agencies were either unaware of these guidelines or had not implemented them for their ALPR systems.”

The major companies intricately tied to California’s ALPR systems, Vigilant and Palantir, both have strong ties to ICE, and reports have indicated that ICE directly accesses the ALPR database run by Vigilant. In fact, a recent investigation found that “Vigilant Solutions provided ICE with step-by-step guides on how to get license plate data from other agencies, including local and state law enforcement agencies and said it could give ICE access to millions more license plate scans.”⁹

While the report deeply investigated only four entities, it conducted a statewide survey of law enforcement agencies, revealing that 70 percent operate or plan to operate an ALPR system, and 84 percent of those operating a system shared their images. The report indicates that this “raises concerns that these agencies may share the deficiencies [they] identified at the four agencies [they] reviewed.”

4. Responding to the lack of transparency, accountability, and security

The Auditor’s report provides several recommendations for the Legislature “[t]o better protect individuals’ privacy and to help ensure that local law enforcement agencies structure their ALPR programs in a manner that supports accountability for proper database use.” They urge the Legislature to do the following:

⁸ Suhauna Hussain & Johana Bhuiyan, *Police in Pasadena, Long Beach pledged not to send license plate data to ICE. They shared it anyway* (December 21, 2020) Los Angeles Times, <https://www.latimes.com/business/technology/story/2020-12-21/pasadena-long-beach-police-ice-automated-license-plate-reader-data>.

⁹ *Ibid.*

- Require Justice to draft and make available on its website a policy template that local law enforcement agencies can use as a model for their ALPR policies.
- Require Justice to develop and issue guidance to help local law enforcement agencies identify and evaluate the types of data they are currently storing in their ALPR systems. The guidance should include the necessary security requirements agencies should follow to protect the data in their ALPR systems.
- Establish a maximum data retention period for ALPR images.
- Specify how frequently ALPR system use must be audited and that the audits must include assessing user searches.

This bill implements several of these recommendations and applies them to a broader universe of ALPR operators and end-users.¹⁰ It requires all ALPR operators and end-users to conduct annual audits to review ALPR end-user searches during the previous year to assess user searches and determine if all searches were in compliance with the usage and privacy policy. These audits must be made publicly available.

For operators and end-users that are public agencies, the bill establishes a strict retention period for ALPR data. It provides that their SB 34-mandated usage and privacy policies must require all such data be destroyed within 24 hours if the data does not match hot list information. The audits conducted by these public agency ALPR operators and end-users must also confirm that this information has been routinely destroyed in 24 hours or less, as provided. Hot lists contain license plates of vehicles of interest against which the ALPR system is comparing vehicles on the roadways. The bill further provides that public agency ALPR operators and end-users are prohibited from accessing an ALPR system that retains ALPR information for more than 24 hours that does not match a hot list.

Currently, an ALPR operator that accesses or provides access to ALPR information must maintain a record of that access and it must require that ALPR information only be used for purposes authorized in its usage and privacy policy. The bill applies these provisions to ALPR end-users. It further requires ALPR operators and ALPR end-users that access or provide access to such information to conduct annual audits “to review ALPR end-user searches during the previous year to assess user searches, determine whether all searches were in compliance with the usage and privacy policy” and, where the ALPR operator or end-user is a public agency, to “confirm that all ALPR data that does not match hot list information has been routinely destroyed in 24 hours or less.” This provision may be redundant but further emphasizes the duty to routinely audit any access to ALPR systems.

¹⁰ The Brennan Center for Justice also put out a detailed report on ALPR systems in which they similarly recommend strict retention limits and regular auditing. See Angel Diaz & Rachel Levinson-Waldman, *Automatic License Plate Readers: Legal Status and Policy Recommendations for Law Enforcement Use* (September 10, 2020) Brennan Center for Justice, <https://www.brennancenter.org/our-work/research-reports/automatic-license-plate-readers-legal-status-and-policy-recommendations>.

The bill also carries out a recommendation with particular emphasis in the Auditor's report. It requires DOJ to create and post on its internet website a model ALPR policy template that public agencies can use. DOJ is also required to develop and issue guidance to help local law enforcement agencies identify and evaluate the types of data they are currently storing in their ALPR database systems. This must include critical security requirements agencies should follow to adequately protect the data in their ALPR systems.

These additional requirements work toward addressing the privacy and security concerns highlighted above. Specifically, these new guardrails will further protect against ALPR data falling into the wrong hands and being used for purposes contrary to California values, such as assisting in federal immigration enforcement.

5. Stakeholder positions

According to the author:

Each year billions of license plate scans are taken throughout California, and in the case of 99.7% of these scans, the information attained has no connection with any criminal activity. Despite this, enormous quantities of this sensitive data, which shows detailed patterns of Californian's movement, is stored for years at a time violating the privacy of millions. This ALPR data has then been recklessly distributed to other law enforcement agencies around the country, including Immigration and Customs Enforcement, along with thousands of other organizations. Many of these organizations have not been vetted nor has a clear reasoning for allowing access to these organizations been presented. Further, much of this information is accessible by law enforcement officers through end-use searches of ALPR databases, and by private third-party ALPR vendors.

This bill aligns with many of the recommendations in the State Auditor's report and will prevent sensitive ALPR data from being misused by law enforcement by requiring that ALPR operators delete any information unrelated to vehicles of interest on a 'hot list' within 24 hours of collecting said information. The bill also requires annual audits to ensure that any end-use searches of this data were not done maliciously, and will seek to restrict the ability of ALPR operators to share their data with immigration enforcement agencies.

The Electronic Frontier Foundation, a co-sponsor of the bill, write: "The results of the audit speak for themselves. The people of California need stronger guardrails on law enforcement use of ALPR data, and new rules to protect them from unnecessarily invasive data collection and use – and from having that information shared broadly for

no apparent reason.” The California Immigrant Policy Center also supports the bill and highlights that “ALPR technology disproportionately impacts low-income communities of color, including immigrant communities.”

Writing in opposition are a number of law enforcement associations who are further regulated by the bill. The Los Angeles County Sheriff’s Department highlights successful uses of ALPR data and asserts it is “STRONGLY OPPOSED to the limitation on the amount of time local law enforcement can keep this information.”

The California Narcotic Officers Association also writes in opposition:

The restriction on ALPR data is based on a false assumption that privacy rights are harmed by the use of ALPR. In fact, there is no expectation of privacy in a publicly created and displayed license plate. On the contrary, the gravamen of a license plate is precisely to publicly display the plate to facilitate the identification of the vehicle and that vehicle’s registered owner.

The California Association of Highway Patrolmen write:

ALPR systems are valuable tools for law enforcement agencies to investigate vehicles of interest quickly and efficiently. ALPR systems help secure public events and venues, recover stolen vehicles, and aid officers when confronting and apprehending a dangerous criminal. The data collected in these systems can determine whether a vehicle has been at the scene of a crime, identify crime patterns, and help solve future, or even past, crimes. By limiting the use of ALPR systems, the safety of our communities is at risk.

It writes in an oppose-unless-amended position: “Rather than limit the storage of data to 24-hours, the CAHP respectfully requests that you consider amending it to 60-days instead, which is current protocol for the CHP now and has proven to be effective.”

Common Sense writes in support of the bill:

SB 210 seeks to address the violations of privacy and rampant misuse seen with ALPR systems by requiring certain public agencies delete their ALPR data that does not match a hot list within 24 hours. Further, ALPR operators and end-users must both conduct annual audits to ensure compliance with regulations on their data. These requirements will ensure that ALPR information can still be utilized for criminal activity when necessary, but that irrelevant yet detailed data is not being collected and stored for years at a time.

SUPPORT

Electronic Frontier Foundation (co-sponsor)
Media Alliance (co-sponsor)
Access Humboldt
Asian Americans Advancing Justice, California
California Immigrant Policy Center
Common Sense
Consumer Federation of America
National Lawyers Guild, San Francisco Chapter
Oakland Privacy
Privacy Rights Clearinghouse

OPPOSITION

California Association of Highway Patrolmen
California Narcotic Officers' Association
California Peace Officers' Association
California Police Chiefs Association
California State Sheriffs' Association
City of Fremont
Los Angeles County Sheriff's Department
Peace Officers Research Association of California

RELATED LEGISLATION

Pending Legislation: AB 1076 (Kiley, 2021) requires DOJ to draft and make available on its internet website an ALPR system policy template for local law enforcement agencies and to develop and issue guidance for local law enforcement agencies to help them identify and evaluate the types of data they are storing in their ALPR systems. This guidance must include the necessary security requirements agencies should follow to protect the data in their ALPR system. This bill is currently in the Assembly Transportation Committee.

Prior Legislation:

SB 1143 (Wiener, 2020) was largely identical to the current bill. It was held under submission in the Senate Transportation Committee.

AB 1782 (Chau, 2019) would have required those operating ALPR systems and those accessing or using ALPR data to have policies that include procedures to ensure nonanonymized ALPR information is timely destroyed, except as specified, and that all ALPR information that is shared is anonymized. The bill was subsequently gutted and amended to address a different topic. It died in the Senate Appropriations Committee.

SB 210 (Wiener)

Page 15 of 15

SB 34 (Hill, Ch. 532, Stats. 2015) *See* Comment 2.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

April 21, 2021

Via Email

Honorable Scott Wiener
California State Senate
State Capitol, Room 5100
Sacramento, CA 95814-4900

SUBJECT: Notice of Opposition to SB 210

Dear Senator Wiener:

The City of Rolling Hills strongly opposes SB 210, which would require ALPR data collected by a public agency be deleted within 24 hours unless it is on a "hot list."

An ALPR system is both a real-time tool for law enforcement agencies and an archive of historical information. Imposing a 24-hour retention window on ALPR data will significantly hinder law enforcement's ability to conduct a thorough investigation in the event of a crime.

The City of Rolling Hills and its neighboring cities on the Palos Verdes Peninsula recently completed installing ALPR cameras at all entry points, in partnership with local law enforcement agencies. Data from those cameras has been instrumental in certain crime investigations. We are committed to enhancing public safety in our cities; limiting storage on non-hot list information to less than 24 hours will severely undercut our ability to investigate certain crimes and poses a threat to public safety.

While the intent to enhance privacy protections is understandable, the 24 hour retention window for ALPR data will threaten public safety by limiting law enforcement's ability to investigate crimes using license plate data. For these reasons, the City of Rolling Hills strongly opposes SB 210.

Sincerely,

Bea Dieringer
Mayor

cc: Anthony Portantino, Chair, Senate Appropriations Committee
Ben Allen, Senator, 26th State Senate District
Al Muratsuchi, Assembly Member, 66th Assembly District
Jeff Kiernan, League of California Cities
Meg Desmond, League of California Cities
Marcel Rodarte, California Contract Cities Association
Jacki Bacharach, South Bay Cities Council of Governments
Rolling Hills City Council
Elaine Jeng, City Manager, City of Rolling Hills
Karina Banales, Deputy City Manager, City of Rancho Palos Verdes
Captain James Powers, Lomita Station, L.A. County Sheriff's Department
Rancho Palos Verdes City Council and City Manager
Palos Verdes Estates City Council and City Manager
Rolling Hills Estates City Council and City Manager



April 30, 2021

Via Email

The Honorable Scott Wiener
California State Senate
State Capitol, Room 5100
Sacramento, CA 95814-4900

SUBJECT: Notice of Opposition to SB 210

Dear Senator Wiener:

The four cities on the Palos Verdes Peninsula, firmly joined together by a common cause, are writing to you to respectfully oppose SB 210, which would require ALPR data collected by a public agency be deleted within 24 hours unless it is on a "hot list."

An ALPR system is both a real-time tool for law enforcement agencies and an archive of historical information. Imposing a 24-hour retention window on ALPR data will significantly hinder law enforcement's ability to conduct a thorough investigation in the event of a crime.

The four cities on the Palos Verdes Peninsula recently completed installing ALPR cameras at all entry points, in partnership with local law enforcement agencies. Data from those cameras has been instrumental in certain crime investigations. We are committed to enhancing public safety in our cities and limiting storage of non-hot list information to less than 24 hours will severely undercut our ability to investigate certain crimes and poses a threat to public safety.

While the intent to enhance privacy protections is understandable, the 24-hour retention window for ALPR data will threaten public safety by limiting law enforcement's ability to investigate crimes using license plate data. For these reasons, we strongly oppose SB 210.

Sincerely,

A handwritten signature in black ink, reading 'Eric Alegria'.

Eric Alegria
Mayor, City of Rancho Palos Verdes

Michael Kemps
Mayor, City of Palos Verdes Estates

Senator Wiener

April 30, 2021

Page 2

Bea Dieringer

Mayor, City of Rolling Hills

Steven Zuckerman

Mayor, City of Rolling Hills Estates

cc: Anthony Portantino, Senator, Chair, Senate Appropriations Committee
Ben Allen, Senator, 26th State Senate District
Al Muratsuchi, Assembly Member, 66th Assembly District
Jeff Kiernan, League of California Cities
Meg Desmond, League of California Cities
Marcel Rodarte, California Contract Cities Association
Jacki Bacharach, South Bay Cities Council of Governments
Rancho Palos Verdes City Council and City Manager
Palos Verdes Estates City Council and City Manager
Rolling Hills City Council and City Manager
Rolling Hills Estates City Council and City Manager
Captain James Powers, Lomita Station, L.A. County Sheriff's Department
Chief Tony Best, Palos Verdes Estates Police Department



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.D

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: STRATEGY FOR RESPONDING TO LEGISLATION AFFECTING THE CITY OF ROLLING HILLS (COUNCILMEMBER MIRSCH).

DATE: April 26, 2021

BACKGROUND:

In the months of March and April 2021, the City Council heard the following legislation:

SB9
Amended SB9
SB10
SB210

AB377
AB1053
AB1251
AB1372

ACA7

Typically the California State Legislature session starts in December and conclude in September. During this time, bills are introduced, relegated to committees, voted on the Senate and Assembly floors. In the recent years, there have been many housing related bills that jeopardize the character of communities by the insertion of the State into local affairs.

DISCUSSION:

The Peninsula Cities and the Rolling Hills City Council have been active in monitoring the State legislature through the League of California Cities and California Contract Cities Association, submitting comment letters to local representatives expressing opposition or support for bills. At times, the information does not get filtered down to the local jurisdictions with sufficient time to take action.

With scarce resources, many cities hire State and Federal lobbyist to provide monitoring services and to work with legislators to refine bill proposals. Among the Peninsula Cities City Manager group, there

have been discussions to share a State lobbyist specifically to track legislation relating to local control and housing. Among the Peninsula Cities Mayors, a share State lobbyist was also discussed and welcomed by all cities.

In light of the amount of bills that have been discussed at the City Council level, at the March 22, 2021 and April 12, 2021 meetings, Councilmember Leah Mirsch requested the City Council to discuss a strategy to timely identify the bills that would adversely impact the community and to take actions accordingly.

In addition to joining the Peninsula Cities in hiring a State lobbyist, Mayor Bea Dieringer suggested the City Council provide parameters for the Mayor of Rolling Hills to act on legislation that do not provide adequate time for deliberation by the City Council.

FISCAL IMPACT:

The average cost of a State lobbyist varies depending on the scope of work. Per the contracts from Inglewood, Redondo Beach and Torrance, the costs vary between \$45,000 to \$65,000 per year. If a joint contract with the Peninsula Cities is approved, the cost of a lobbyist for the City could vary between \$15,000 and \$22,000 per year.

RECOMMENDATION:

Staff recommends the City Council discuss strategies and provide direction to staff.

ATTACHMENTS:

[LobbyistAgreementsAssembled.pdf](#)



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: February 27, 2018

TO: Mayor and Council Members

FROM: City Manager's Office

SUBJECT: Agreement with Ellison Wilson Advocacy, LLC for Legislative Advocacy Services

RECOMMENDATION:

It is recommended that the Mayor and Council Members take the following actions:

1. Approve a three-year agreement with Ellison Wilson Advocacy, LLC, to provide legislative advocacy services for the City in an annual amount not to exceed \$63,000 (total contract amount not to exceed \$189,000);
2. Approve payment of invoice (February 2018) in the amount of \$3,000; and
3. Approve payment of an invoice (March 2018) upon submission in the amount of \$3,000.

BACKGROUND:

Ellison Wilson Advocacy, LLC (EWA) has provided legislative advocacy services to the City since 1998. EWA has been in business for more than 20 years and is a highly respected firm with a proven track record of successfully assisting municipalities in achieving their legislative goals. Each legislative advocate at the firm is also an experienced attorney. On behalf of the City, EWA has served as our State legislative advocate at the Capitol defending against costly legislation or proactively passing favorable legislation, assisted in drafting and securing grants, and provided advice on legal and regulatory matters.

DISCUSSION:

Having experienced lobbying representation in Sacramento is critical to ensure that the interests of the City are represented. Ellison Wilson has provided Inglewood's legislative bodies with the information and access to State policy makers and agencies they need to ensure the best decisions are made for the citizens of Inglewood. Additionally, with the complex and ever-changing operations at the State level, political or legislative experience alone is inadequate.

The City has benefited from EWA's extensive lobbying efforts and analysis on behalf of cities as it relates to local government budget issues such as successfully pursuing grants for law enforcement funding, preserving COPS funding and booking fee reimbursement, fighting to partially restore Vehicle Licensing Fee funding, advocating for bills that the City supports such as favorable Redevelopment Agency clean-up legislation, and fighting against bills that adversely affect the City such as legislation mandating minimum parking standards, a vehicle

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(YMT) requirement for building standards, as well as unfavorable city bankruptcy requirements. EWA continues to advise the City on the availability of a number of valuable grants and loans, and they continue to provide reports proactively outlining any legislation that may impact the administration of the City, including any potential pertinent legislation.

During April 2017, the City entered into a one-year agreement with EWA to provide the aforementioned services. In November and December of 2017, EWA was tasked with performing additional duties related to the advocacy of Senate Bill 789 that resulted in additional monies being paid. Those services in the months outlined, depleted the funds from the agreement and additional funding in the amount of \$6,000 is needed to cover the costs for the months of February and March 2018.

FINANCIAL/FUNDING ISSUES AND SOURCES:

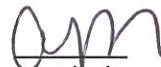
Sufficient Funds are available in the Fiscal Year 2017-2018 budget under account code no. 001-099-9930-44899 (General Fund – Non-Departmental – Miscellaneous – Contract Services)

LEGAL REVIEW VERIFICATION:



Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION:



Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ATTACHMENTS:

Attachment No. 1 – Agreement

Attachment No. 2 – February Invoice

APPROVAL VERIFICATION SHEET

PREPARED BY:

Melanie McDade-Dickens, Executive Assistant to the Mayor and City Manager
Yakema Decatur, Deputy to the City Manager
Maria Barba, Management Assistant

COUNCIL PRESENTER:

Yakema Decatur, Deputy to the City Manager

CITY MANAGER APPROVAL:



Artie Fields, City Manager

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AGREEMENT No.: 18- _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of Inglewood, a municipal corporation and charter city ("City") and Ellison Wilson Advocacy, L.L.C., ("Contractor") with its principal place of business located at 1201 K St., Suite 1960, Sacramento, CA 95814.

WHEREAS, Agency desire to engage the Contractor to render certain professional services contracted for herein; and

WHEREAS, The Contractor desires to perform the professional services contracted for herein;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

ARTICLE 1 -- SCOPE OF SERVICES

Contractor agrees to perform the following services, as directed, on behalf of the Agency:

A. Perform, in general, the services customarily carried out by legislative advocates and governmental affairs representatives.

B. Review and analyze legislation affecting the interests, business and affairs of the Agency and keep the Agency advised of the status of all such legislation.

C. Meet with members of the Legislature and officers of state government when necessary to advocate the Agency's legislative policies and objectives.

D. Advise the Agency of legislative hearings on measures of interest to the Agency and coordinate scheduling of appearances and preparation of testimony, positions papers and public statements for Agency representative(s).

E. Advise Agency of significant actions taken by legislative bodies, state commissions and agencies in matters of interest to City and recommend appropriate actions for the Agency.

F. Concurrent with monthly invoices and in order to process monthly payments, submit timely periodic reports (either monthly, quarterly, or as

1 circumstances demand, more frequently) summarizing significant legislative and
2 governmental developments affecting the Agency and describing specific activities of
3 Contractor on the Agency's behalf.

4 G. Represent Agency in such activities in Sacramento as from time to time
5 may be requested by the Agency.

6 H. Licenses/Permits. Contractor shall obtain, at its own expense, all
7 necessary licenses and permits, including but not limited to those required by the City
8 of Inglewood, to perform the services contemplated by this Agreement.

9 I. Conflict of Interest. Contractor covenants that neither it, nor any of its
10 employees, agents, contractors, and/or subcontractors has any interest, nor shall they
11 acquire any interest, direct or indirect, in the subject of the Contract, nor any other
12 interest which would conflict in any manner or degree with the performance of its
13 services hereunder.

14 J. Warranty. Contractor warrants that it shall perform the services required
15 by this Agreement in compliance with all applicable Federal and California
16 employment laws including, but not limited to, those laws related to minimum hours
17 and wages; occupational health and safety; fair employment and employment
18 practices; workers' compensation insurance and safety in employment; and all other
19 Federal, State and local laws and ordinances applicable to the services required under
20 this Agreement.

21 K. Professional Practices. It is mutually agreed that City is relying upon the
22 professional skill of Contractor as a specialist in the work. Contractor shall perform all
23 services required by this Agreement in a first-class manner and shall conform to the
24 highest and best professional standards of quality observed by a person practicing in
25 Contractor's profession. Acceptance of the Contractor's work by City does not operate
26 as a release of Contractor's representations.

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ARTICLE 2 -- SCOPE OF CITY'S DUTIES

2.1 City shall provide Contractor with such necessary and appropriate information which it possesses and which are necessary for carrying out the work as outlined in Scope of Services.

ARTICLE 3 -- COMPENSATION

3.1. Maximum Compensation. The total maximum annual compensation paid to Contractor for expenses and the performance of all services shall not exceed the sum of **sixty-three thousand dollars (\$63,000.00)**.

3.2 Invoices. All invoices submitted by Contractor shall be submitted on a monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) City Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6) description of service or supplies provided; (7) Contractor's employee name providing service; (8) total billed to date; and (9) total amount remaining on Agreement. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

3.3 Documentation. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

3.4 Additional Services. No compensation will be provided for any other task or service(s) without specific prior written consent from the City.

ARTICLE 4 – NOTICES

4.1 Notices. Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, postage prepaid, and deposited in the United States mail to the respective parties as follows:

City:	Contractor:
City Clerk	Ms. Brooks Ellison, Esq.
City of Inglewood	Ellison Wilson Advocacy, L.L.C.
One Manchester Boulevard	1201 K St., Suite 1960

1 Inglewood, CA 90301

Sacramento, CA 95814

2 ***With a copy to:***

3 Artie Fields, City Manager
4 One Manchester Boulevard
5 City of Inglewood
6 Inglewood, CA 90301

7 **ARTICLE 5 – TERM & TERMINATION**

8 5.1 Term. This Agreement shall begin on **April 1, 2018** and expire on
9 **March 31, 2021**, unless otherwise terminated or suspended.

10 5.2 Notice of Termination. The City reserves and has the right and privilege
11 of immediately canceling, suspending or abandoning the execution of all or any part of
12 the work contemplated by this Agreement, with or without cause, at any time, by
13 providing written notice to Contractor. The termination of this Agreement shall be
14 deemed effective upon receipt of the notice of termination. In the event of such
15 termination, Contractor shall immediately stop rendering services under this
16 Agreement unless directed otherwise by the City.

17 5.3 Compensation. In the event of termination, City shall pay Contractor for
18 reasonable costs incurred and professional services satisfactorily performed, in the
19 opinion of the City Manager, up to and including the date of City's written notice of
20 termination. City shall not be obligated to pay Contractor for any costs incurred or any
21 professional services provided if Contractor violates any material provisions of this
22 Agreement, or if the Contractor fails to provide the services required of this Agreement
23 in a satisfactory manner as determined by the City Manager or his designee.

24 **ARTICLE 6 -- NO AGENCY RELATIONSHIP**

25 6.1 Independent Contractor. No agency relationship between Contractor
26 and City is intended or created by this Agreement. Contractor is not authorized and
27 shall not at any time or in any manner represent that it is an agent, servant, or
28 employee of City; it being expressly understood that Contractor is and at all times shall
remain a wholly independent contractor. Contractor shall have no authority to bind
City in any manner, to incur any obligation, debt, or liability of any kind on behalf of or

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1 against City, whether by contract or otherwise, unless such authority is expressly
2 conferred in writing by an authorized representative of City.

3 6.2 No Retirement/Health Benefits. Neither Contractor, nor any of
4 Contractor's officers, employees, or agents, shall obtain rights to retirement, health
5 care, or any other benefits which may otherwise accrue to City's employees.
6 Contractor expressly waives any claim Contractor may have to any such rights.
7 Contractor agrees to purchase its own worker's compensation insurance for California.

8 6.3 CalPERS Eligibility Indemnification. In the event that Contractor or any
9 employee, agent, or subcontractors under this Agreement claims or is determined by a
10 court of competent jurisdiction or the California Public Employees Retirement System
11 (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City,
12 Contractor shall indemnify, defend, and hold harmless City for the payment of any
13 employee and/or employer contributions for CalPERS benefits on behalf of Contractor
14 or its employees, agents, or subcontractors, as well as for the payment of any
15 penalties and interest on such contributions, which would otherwise be the
16 responsibility of City.

17 Notwithstanding any other agency, state or federal policy, rule, regulation, law
18 or ordinance to the contrary, Contractor and any of its employees, agents, and
19 subcontractors providing service under this Agreement shall not qualify for or become
20 entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any
21 incident of employment by City, including but not limited to eligibility to enroll in
22 CalPERS as an employee of City and entitlement to any contribution to be paid by City
23 for employer contributions and/or employee contributions for CalPERS benefits.

24 **ARTICLE 7 – OWNERSHIP OF DOCUMENTS**

25 7.1 Ownership of Documents. All documents prepared, developed, or
26 discovered by Contractor in the course of providing any services pursuant to this
27 Agreement including but not limited to original studies, surveys, reports, data, notes,
28 computer files, and all other documents are and shall remain the sole property of the

1 City and may not be used, reused, or otherwise disposed of without the permission of
2 the City. Upon completion, expiration, or termination of this Agreement, Contractor
3 shall give City all such documents, including but not limited to original studies, surveys,
4 reports, data, notes, computer files, files, and other documents within ten (10) days of
5 delivery of termination notice, completion or expiration of this Agreement, at no cost to
6 City.

7 **ARTICLE 8 --**

8 **CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION**

9 8.1 Confidentiality. All information gained or work product produced by
10 Contractor in performance of this Agreement shall be considered confidential, unless
11 such information is in the public domain. Contractor shall not release or disclose any
12 such information or work product to persons or entities other than City without prior
13 written authorization from the City Manager, except as may be required by law.

14 8.2 Subpoena Response. Contractor, its officers, employees, agents, or
15 subcontractors, shall not voluntarily provide declarations, letters of support, and
16 testimony at depositions, respond to a court order or subpoena, response to
17 interrogatories, or other information concerning the work performed under this
18 Agreement without City's prior written approval.

19 Contractor shall promptly notify City should Contractor, its officers, employees,
20 agents, or subcontractors are served with any summons, complaint, subpoena, notice
21 of deposition, request for documents, interrogatories, request for admissions, or other
22 discovery request, court order, or subpoena from any party regarding this Agreement
23 and the work performed thereunder. City retains the right to be present at any
24 deposition, hearing, or similar court-ordered proceeding. Contractor agrees to
25 cooperate fully with City and to provide City with the opportunity to review any
26 response to discovery requests served on Contractor and proposed responses
27 thereto. However, this right to review any response does not imply or mean the right
28 by City to control, direct, or rewrite said response.

1 8.3 Indemnification/Reimbursement. If Contractor, or any officer, employee,
2 agent, or subcontractor of Contractor, provides any information of work product in
3 violation of this Agreement, then City shall have the right to reimbursement and
4 indemnity from Contractor for any damages, costs, and fees, including attorney fees,
5 caused by or incurred as a result of Contractor's negligence and/or wrongful conduct.

6 **ARTICLE 9 – INSURANCE, HOLD HARMLESS AND BOND**

7 9.1 Insurance Requirements:

8 9.1.1 Acceptability of Insurers. Insurance is to be placed with insurers
9 authorized to conduct business in the State of California and have a current A.M. Best
10 rating of not less than A:VII.

11 9.1.2 Insurance Verification. Contractor shall furnish the City with original
12 certificates and amendatory endorsements affecting coverage required by this clause.
13 The endorsements should be on forms provided by the City or on other than the City's
14 forms, provided those endorsements or policies conform to the requirements. All
15 certificates and endorsements are to be received and approved by the City before
16 work commences. The City reserves the right to require complete, certified copies of
17 all required insurance policies, including endorsements affecting the coverage required
18 by these specifications at any time.

19 9.1.3 Commencement of Services. Contractor, and/or sub-Contractor,
20 shall not commence services under this Agreement until it has provided evidence
21 satisfactory to the City Attorney that it has secured all insurance required under this
22 section. Contractor shall procure and maintain for the duration of the Agreement
23 insurance against claims for injuries to persons or damages to property that may arise
24 from or in connection with the performance of work hereunder by the Contractor, his
25 agents, representatives, or employees. The cost of such insurance shall be borne by
26 the Contractor.

27 9.2.0 Minimum Scope and Limits of Insurance. Contractor shall obtain and
28 maintain during the life of this Agreement all of the following insurance coverage:

1 9.2.1 Comprehensive general liability, including premises-operations,
2 products/completed operations, broad form property damage, blanket contractual
3 liability, independent contractors, personal injury with a policy limit of not less than Two
4 Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate.

5 9.2.3 Automobile liability for any vehicle (Code 1) with a policy limit of not less
6 than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and
7 aggregate.

8 9.2.4 Workers' compensation insurance as required by the State of California.
9 Contractor agrees to waive, and to obtain endorsements from its workers'
10 compensation insurer waiving, subrogation rights under its workers' compensation
11 insurance policy against the City and to require each of its subcontractors, if any, to do
12 likewise under their workers' compensation insurance policies.

13 9.2.5 Professional errors and omissions ("E&O") liability insurance with policy
14 limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per
15 occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability
16 insurance during the life of this Agreement and for three years after completion of the
17 work hereunder.

18 9.3.0 Endorsements. The comprehensive general liability insurance and auto
19 insurance policies shall contain or be endorsed to contain the following provisions:

20 9.3.1 Additional insureds: "The City of Inglewood and its elected and
21 appointed boards, officers, agents, and employees are additional insureds with respect
22 to this subject project and contract with City."

23 9.3.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the
24 coverage reduced, until thirty (30) days after written notice is given to City. City will
25 accept ten (10) days prior written notice for non-payment of premium.

26 9.3.3 Primary Insurance & Non-Contributing insurance: "This insurance is
27 primary and any other insurance maintained by the City of Inglewood shall be excess
28 and not contributing with the insurance provided by this policy."

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1 9.4 Deductibles. If any of such policies provide for a deductible or self-
2 insured retention to provide such coverage, the amount of such deductible or self-
3 insured retention shall be approved in advance by City. No policy of insurance issued
4 as to which the City is an additional insured shall contain a provision which requires
5 that no insured except the named insured can satisfy any such deductible or self-
6 insured retention.

7 9.5 Hold Harmless: Contractor agrees to hold City harmless from any
8 liability for bodily or personal injury to or death of any person and for injury to or loss of
9 any property resulting from or arising out of the negligent or wrongful acts of
10 Contractor, its officers, employees, agents, or representatives, in performance or
11 failure to perform any services required by this Agreement.

12 **ARTICLE 10 -- MISCELLANEOUS**

13 10.1 Extra Work. Contractor shall not receive compensation for any services
14 provided outside the scope of services listed above unless approved by the City
15 Council, prior to Contractor performing the additional services, approves such
16 additional services in writing. It is specifically understood that oral requests and/or
17 approvals of such additional services or additional compensation shall be barred and
18 are unenforceable. Contractor shall not charge and City shall not pay any finance
19 charges and/or late fees on any overdue invoices.

20 10.2 Authority to Sign Agreement. The person executing this Agreement on
21 behalf of the Contractor warrants that: (1) the Contractor is duly organized and
22 existing; (2) he/she is duly authorized to execute this Agreement on behalf of the
23 Contractor; (3) by so executing this Agreement, the Contractor is formally bound to the
24 provisions of this Agreement; and (4) the entering into this Agreement does not violate
25 any provision of any other Agreement to which the Contractor is bound.

26 10.3 Right to Audit. City shall have access to and the right to examine,
27 audit, excerpt copy or transcribe any pertinent transaction, activity, or record relating
28 to this Agreement. City auditors, at all reasonable times, shall have access to the

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1 offices of Contractor and its subcontractors, and all necessary records, and shall be
2 provided adequate working area for the City auditors to conduct audits in compliance
3 with this Agreement. Such working area shall include: a desk, chair, calculator and
4 telephone, and shall have ready access to a photocopy and facsimile machine. City
5 auditors shall be allowed to interview any employee of Contractor and its
6 subcontractors throughout the term of this Agreement and for a period of three (3)
7 year after final payment or longer if required by law.

8 All materials, including all pertinent financial records and proprietary data, shall
9 be stored and maintained by Contractor at its main facility. Originals and/or copies of
10 such documents or records shall be provided, at Contractor's expense, directly to the
11 City.

12 Where City has reason to believe that any of the documents or records required
13 to be maintained pursuant to this section may be lost or discarded due to dissolution
14 or termination of Contractor's business, City may, by written request, require that
15 custody of such documents or records be maintained by the requesting party. Access
16 to such documents and records shall be granted to City, as well as to its successors-
17 in-interest and authorized representatives.

18 10.4 Non-Assignability. Contractor shall not assign any interest in this
19 Agreement and shall not transfer any interest in the same, whether by assignment or
20 novation, without prior written approval of City.

21 10.5 Prevailing Wages. Contractor is aware of the requirements of California
22 Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of
23 Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require
24 the payment of prevailing wage rates and the performance of other requirements on
25 "public works" and "maintenance" projects. If the Services are subject to the
26 Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage
27 Laws.

1 10.6 Equal Opportunity Employment. Contractor shall not engage in unlawful
2 employment discrimination. Such unlawful employment discrimination includes, but is
3 not limited to, employment discrimination based upon a person's race, religious creed,
4 color, national origin, ancestry, physical handicap, medical condition, marital status,
5 gender, citizenship or sexual orientation.

6 10.7 Labor Certification. By its signature hereunder, Contractor certifies that
7 it is aware of the provisions of Section 3700 of the California Labor Code which
8 require every employer to be insured against liability for Worker's Compensation or to
9 undertake self-insurance in accordance with the provisions of that Code, and agrees
10 to comply with such provisions before commencing the performance of the Services.

11 10.8 No Third Party Beneficiaries. There are no intended third party
12 beneficiaries of any right or obligation assumed by the Parties.

13 10.9 Interpretation. The parties waive any benefits from the principles of
14 *contra proferentum* and interpreting ambiguities against drafters. No party shall be
15 deemed to be the drafter of this Agreement, or of any particular provision or
16 provisions, and no part of this Agreement shall be construed against any party on the
17 basis that the particular party is the drafter of any part of this Agreement.

18 10.10 Titles. Article titles, paragraph titles or captions contained herein are
19 inserted as a matter of convenience and for reference, and in no way define, limit,
20 extend, or describe the scope of this Agreement or any provision hereof.

21 10.11 Counterparts. This Agreement may be executed in counterparts, and
22 when each party hereto has signed and delivered at least one such counterpart, each
23 counterpart shall be deemed an original and, when taken together with the other
24 signed counterparts, shall constitute one Agreement, which shall be binding upon and
25 effective as to all parties hereto.

26 10.12 Severability; Invalidity. In the event that any condition or covenant
27 herein is held to be invalid or void by any court of competent jurisdiction, the same
28 shall be deemed severable from the remainder of the Agreement and shall in no way

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1 affect any other covenant or condition herein contained as long as the invalid provision
2 does not render the Agreement meaningless with regard to a material term in which
3 event the entire Agreement shall be void. If such condition, covenant, or other
4 provision shall be deemed invalid due to its scope of breadth, such provision shall be
5 deemed valid to the extent of the scope of breadth permitted by law.

6 10.13 Governing Law; Venue. This Agreement shall be interpreted, construed
7 and governed according to the laws of the State of California. In the event of litigation
8 between the parties, venue in state trial courts shall lie exclusively in the County of
9 Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue,
10 Torrance, California 90503-5058. In the event of litigation in the United States District
11 Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

12 10.14 Entire Agreement. This Agreement is the entire, complete, final and
13 exclusive expression of the parties with respect to the matters addressed therein and
14 supersedes all other Agreements or understandings, whether oral or written, or
15 entered into between Contractor and City prior to the execution of this Agreement. No
16 statements, representations or other Agreements, whether oral or written, made by
17 any party which are not embodied herein shall be valid and binding unless in writing
18 and duly executed by the parties or their authorized representatives.

19 **IN WITNESS WHEREOF**, the City of Inglewood and Contractor, have executed
20 this Agreement as of the date first above written.

21 **CITY OF INGLEWOOD**

ELLISON WILSON ADVOCACY, L.L.C.

22
23 _____
24 James T. Butts, Jr., Mayor

Brooks Ellison, Esq.

25 **ATTEST:**

APPROVED AS TO FORM

26
27 _____
28 Yvonne Horton, City Clerk

Kenneth R. Campos, City Attorney

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21 CITY OF INGLEWOOD

ELLISON WILSON ADVOCACY, L.L.C.

22
23
24 _____
James T. Butts, Jr., Mayor

22
23
24 
Brooks Ellison, Esq.

25
26 ATTEST:

APPROVED AS TO FORM

27
28 _____
Yvonne Horton, City Clerk

Kenneth R. Campos, City Attorney

Ellison Wilson Advocacy, LLC
1201 K Street, Suite 1960
P.O. Box 189518
Sacramento, Ca 95818

916-448-2187

Invoice

Bill To:

City of Inglewood
Melanie McDade Dickens
One Manchester Blvd
Inglewood, Ca
90301-1750

Date	Invoice No.
02/01/18	218

Description	Amount
February 2018 California Governmental Advocacy Services	3,000.00
<p>2/1/18 <i>see to pay</i></p> <p><i>[Signature]</i></p>	
Please make all checks payable to: Ellison Wilson Advocacy, LLC	Total \$3,000.00

Council Meeting of
July 7, 2020

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Manager – Approve Fourth Amendment to Contract Services Agreement for State Government Consulting and Advocacy Services. Expenditure: Not-to-Exceed \$45,000 (General Fund and Non-General Funds).

RECOMMENDATION

Recommendation of the City Manager that City Council approve a fourth amendment to contract services agreement with Joe A. Gonsalves & Son of Sacramento, California (C2014-163) for an additional amount not-to-exceed \$45,000, for a new total not-to-exceed amount of \$325,500, for State Government Consulting and Advocacy Services and extend contract for one year to June 30, 2021.

Funding

Funds are available in the FY2020-2021 General Fund and Departments Operating Budgets. Funding is available from the following:

Project	Funding Type	Amount
State Government Consulting and Advocacy Services	General Fund: City Manager	\$ 8,550.00
	Non-General Fund: Transit	\$ 4,500.00
	Non-General Fund: Sanitation	\$ 8,100.00
	Non-General Fund: Sewer	\$ 8,100.00
	Non-General Fund: Water	\$15,750.00
TOTAL		\$45,000.00

BACKGROUND/ANALYSIS

On September 17, 2014, the City circulated RFP No. 2014-48 to seek experienced professionals to provide services in one or both of the following areas:

1. Government consulting and advocacy services

2. Funding Acquisition – to pursue funding from the federal government, the State of California and other public sector sources for the development, enhancement and/or expansion of projects and programs.

Based on the response to the RFP, proven track record, staff interviews and verification of references staff determined that the City would best be served with Joe A. Gonsalves & Son. On December 23, 2014 Mayor and Council approved a contract with Joe A. Gonsalves & Son to provide state government consulting and advocacy services.

The Agreement entered into was for an amount not to exceed \$153,000 for the term of January 1, 2015 through December 30, 2017, with two one-year options to extend the Agreement. On November 21, 2017, Council approved the First Amendment to extend the contract for one year. On November 6, 2018, Council approved the Second Amendment to extend the contract for an additional year. On January 28, 2020, an item was presented to Council requesting an additional 6-month extension, for a period of December 31, 2019 through June 30, 2020. The intent was to allow staff to assess the needs of the City; rate vendors through the RFP process; and return to Your Honorable Body for consideration of services moving forward.

Due to COVID-19, priorities shifted in order to deal with the fiscal challenges and demands of the pandemic on City operations. Based on these circumstances staff negotiated a reduction in monthly rate from \$4,250 to \$3,750. Staff conducted a survey with City Departments to provide feedback on the State advocacy consultants looking at the benefits, services, funding options, and internal capability. Staff appreciates the firm's knowledge, professionalism and responsiveness to inquiries. In the past, Joe A. Gonsalves & Son has been instrumental in working with legislators on legislation of interest to the City. In some instances, the firm has worked with the author of bills to modify bills that will maintain local control. In some instances, testimonials by our City officials were coordinated at the State Capitol. Joe A. Gonsalves & Son provides the City with a voice in Sacramento. Another useful tool is the Weekly Legislative Repot.

Joe A. Gonsalves & Son will continue the same scope of services at the reduced rate. Services include:

- Engage in advocacy on behalf of the City on state matters and on City sponsored legislative proposals
- Advocate on behalf of the City and maintain liaison between the Administration, Legislature, and State Agencies and Departments as determined by the City
- Provide expertise in regulatory and legislative strategy and techniques to facilitate legislation and regulations through the process
- Respond to issues and assist the City in providing appropriate communication to key legislators and regulators
- Identify effective advocacy strategies
- Assist staff in understand how legislation and regulations are formulated. Analyze and assist staff in drafting persuasive language in support of advocacy efforts
- Monitor the legislative and regulatory process regarding specific issues within the City's identified priorities

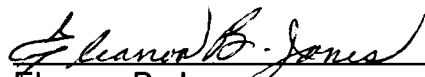
- Develop and evaluate strategies for the support, opposition, or amending of pending legislation and regulations
- Provide assistance in securing state support for local and regional legislation and projects and develop strategies to gain concurrence by the Governor and his administration.

For the past five years, Joe A. Gonsalves & Son continues to provide outstanding services on legislation that impact the City, responsive to our inquiries on legislation, being a voice for the City in Sacramento and coordination of hearings/meetings. Joe A. Gonsalves & Son work cooperatively with the City Management Team to ensure a high level of legislative and administrative success in Sacramento. On many occasions, Joe A. Gonsalves & Son meet with each member of the Legislature, their staff, the Governor's office and Administration to ensure success that the City's perspective is understood.


Based on performance, effective ability to work with the legislators, allowing the City a voice in Sacramento, providing early intelligence on emerging legislation that impacts local government, accessibility and "team approach" staff recommends a third amendment of this agreement with Joe A. Gonsalves & Son for a one-year extension to June 30, 2021. An RFP will be circulated within the next year to ensure quality of services and cost effectiveness.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER


Eleanor B. Jones
Management Associate

CONCUR:


LeRoy J. Jackson
City Manager

Attachments:

- Fourth Amendment to Agreement
- Third Amendment to Agreement
- Second Amendment to Agreement
- First Amendment to Agreement
- Consulting Services Agreement (C2014-163)

FOURTH AMENDMENT TO AGREEMENT (C2014-163)

This Fourth Amendment to Agreement ("Amendment") is made and entered into as of July 1, 2020 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Joe A. Gonsalves & Son, a California corporation ("CONSULTANT").

RECITALS:

- A. The CITY previously circulated a Request for Proposal ("RFP") for Government Consulting and Advocacy Services for the City of Torrance, RFP No. B2014-48.
- B. CONSULTANT submitted a Proposal in response to the RFP. In its Proposal the CONSULTANT represented that it is qualified to perform those services requested in the RFP. Based upon its review of all Proposals submitted in response to the RFP, the CITY awarded the Agreement to CONSULTANT.
- C. The Agreement (C2014-163) entered into was for an amount not to exceed \$153,000 for the term of January 1, 2015 through December 31, 2017, with two one-year options to extend the Agreement.
- D. A First Amendment was entered into on November 21, 2017 extending the term through December 30, 2018 and adding \$51,000 to the Agreement for an amount not to exceed \$204,000.
- E. A Second Amendment was entered into on December 31, 2018 extending the term through December 30, 2019 and adding \$51,000 to the Agreement for an amount not to exceed \$255,000.
- F. A Third Amendment was entered into on December 31, 2019 extending the term through June 30, 2020 and adding \$25,500 to the Agreement for an amount not to exceed \$280,500.
- G. Both parties wish to extend the Agreement through June 30, 2021 and add \$45,000 to the Agreement.

AGREEMENT:

1. Paragraph 2, entitled "TERM", is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2021."

2. Paragraph 3.A. entitled "CONSULTANT's Fee" is amended to read in its entirety as follows:

"A. CONSULTANT's Fee

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$325,500 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. In all other respects, the Fee Agreement and amendments are ratified and reaffirmed and remain in full force and effect.

CITY OF TORRANCE
a municipal corporation

Joe A. Gonsalves & Son
a California corporation

Patrick J. Furey, Mayor

By: _____
Anthony D. Gonsalves
President

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: _____
Jocelyn N. Sarigumba
Deputy City Attorney

THIRD AMENDMENT TO AGREEMENT (C2014-163)

This Third Amendment to Agreement ("Amendment") is made and entered into as of December 31, 2019 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Joe A. Gonsalves & Son, a California corporation ("CONSULTANT").

RECITALS:

- A. The CITY previously circulated a Request for Proposal ("RFP") for Government Consulting and Advocacy Services for the City of Torrance, RFP No. B2014-48.
- B. CONSULTANT submitted a Proposal in response to the RFP. In its Proposal the CONSULTANT represented that it is qualified to perform those services requested in the RFP. Based upon its review of all Proposals submitted in response to the RFP, the CITY awarded the Agreement to CONSULTANT.
- C. The Agreement (C2014-163) entered into was for an amount not to exceed \$153,000 for the term of January 1, 2015 through December 31, 2017, with two one-year options to extend the Agreement.
- D. A First Amendment was entered into on November 21, 2017 extending the term through December 30, 2018 and adding \$51,000 to the Agreement for an amount not to exceed \$204,000.
- E. A Second Amendment was entered into on December 31, 2018 extending the term through December 30, 2019 and adding \$51,000 to the Agreement for an amount not to exceed \$255,000.
- F. Both parties wish to extend the Agreement through June 30, 2020 and add \$25,500 to the Agreement.

AGREEMENT:

- 1. Paragraph 2, entitled "TERM", is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2020."

C2014-163

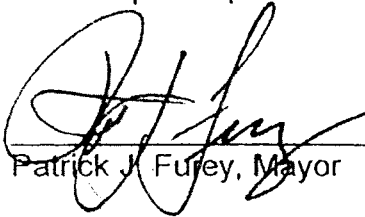
2. Paragraph 3.A. entitled "CONSULTANT's Fee" is amended to read in its entirety as follows:

"A. CONSULTANT's Fee

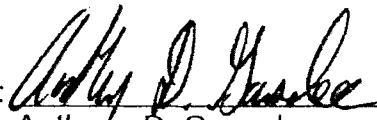
For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$280,500 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. In all other respects, the Fee Agreement, First Amendment and Second Amendment are ratified and reaffirmed and remain in full force and effect.

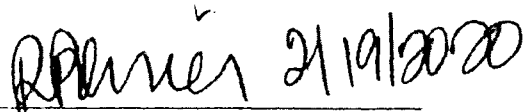
CITY OF TORRANCE
a municipal corporation


Patrick J. Furey, Mayor

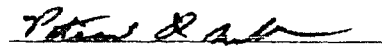
Joe A. Gonsalves & Son
a California corporation

By: 
Anthony D. Gonsalves
President

ATTEST: ✓


Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: 
Patrick Q. Sullivan

SECOND AMENDMENT TO AGREEMENT (C2014-163)

This Second Amendment to Agreement ("Amendment") is made and entered into as of December 31, 2018 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Joe A. Gonsalves & Son, a California corporation ("CONSULTANT").

RECITALS:

- A. The CITY previously circulated a Request for Proposal ("RFP") for Government Consulting and Advocacy Services for the City of Torrance, RFP No. B2014-48,
- B. CONSULTANT submitted a Proposal in response to the RFP. In its Proposal the CONSULTANT represented that it is qualified to perform those services requested in the RFP. Based upon its review of all Proposals submitted in response to the RFP, the CITY awarded the Agreement to CONSULTANT.
- C. The Agreement entered into was for an amount not to exceed \$153,000 for the term of January 1, 2015 through December 31, 2017, with two one-year options to extend the Agreement. A copy of the Agreement C2014-163 is attached as Exhibit A.
- D. A First Amendment was entered into on November 21, 2017 extending the term through December 30, 2018 and adding \$51,000 to the Agreement for an amount not to exceed \$204,000. A copy of the First Amendment is attached as Exhibit B.
- E. Both parties desire to exercise the final option to extend the Agreement for an additional year and add \$51,000 to the Agreement.

AGREEMENT:

1. Paragraph 2, entitled "TERM", is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 30, 2019."

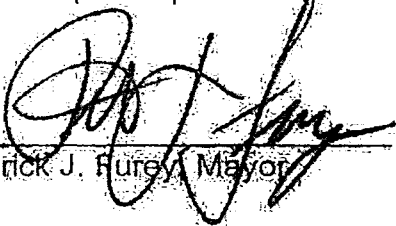
2. Paragraph 3.A. entitled "CONSULTANT's Fee" is amended to read in its entirety as follows:

"A. CONSULTANT's Fee

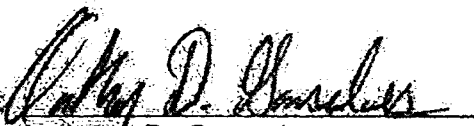
For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$255,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. In all other respects, the Fee Agreement and First Amendment are ratified and reaffirmed and remain in full force and effect.

CITY OF TORRANCE
a municipal corporation


Patrick J. Burey, Mayor

Joe A. Gonsalves & Son
a California corporation

By: 
Anthony D. Gonsalves
President

ATTEST:


for Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

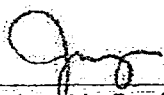
By: 
Jocelyn N. Sarigumba
Deputy City Attorney

Exhibit A: Agreement
Exhibit B: First Amendment

FIRST AMENDMENT TO AGREEMENT (C2014-163)

This First Amendment to Agreement ("Amendment") is made and entered into as of November 21, 2017 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Joe A. Gonsalves & Son, a California corporation ("CONSULTANT").

RECITALS:

- A. The CITY previously circulated a Request for Proposal ("RFP") for Government Consulting and Advocacy Services for the City of Torrance, RFP No. B2014-48.
- B. CONSULTANT submitted a Proposal in response to the RFP. In its Proposal the CONSULTANT represented that it is qualified to perform those services requested in the RFP. Based upon its review of all Proposals submitted in response to the RFP, the CITY awarded the Agreement to CONSULTANT.
- C. The Agreement entered into was for an amount not to exceed \$153,000 for the term of January 1, 2015 through December 31, 2017, with two one-year options to extend the Agreement. A copy of the Agreement C2014-163 is attached as Exhibit A.
- D. Both parties desire to exercise the option to extend the Agreement for an additional year and add \$51,000 to the Agreement.

AGREEMENT:

1. Paragraph 2, entitled "TERM", is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 30, 2018. CITY is granted one one-year option to extend the Agreement on the same terms and conditions, to be exercised in CITY's sole discretion."

ORIGINAL

C2014-163

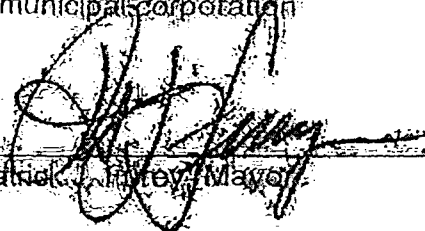
2. Paragraph 3.A. entitled "CONSULTANT's Fee" is amended to read in its entirety as follows:

"A. CONSULTANT's Fee


For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$204,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. In all other respects, the Fee Agreement is ratified and reaffirmed and remains in full force and effect.

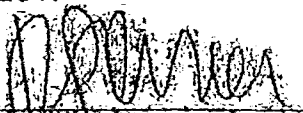
CITY OF TORRANCE
a municipal corporation


Patrick J. Poirier, Mayor

Joe A. Gonsalves & Son
a California corporation


By: Anthony D. Gonsalves
President

ATTEST:

 1/21/18
Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: 
Patrick Q. Sullivan

Exhibit A: Agreement

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of January 1, 2015 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Joe A. Gonsalves & Son, a California corporation ("CONSULTANT").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide Government Consulting and Advocacy Services.
- B. In order to obtain the desired services, CITY has circulated its Request for Proposal for Government Consulting and Advocacy Services, RFP No. B2014-48 (the "RFP").
- C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

C 2 0 1 4 - 1 6 3

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 31, 2017. CITY is granted two one-year options to extend the Agreement on the same terms and conditions, to be exercised in CITY's sole discretion.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$153,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

ORIGINAL

B. Schedule of Payment.

Provided that CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be

forfeited to and remain the property of the CITY. All moneys due CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of CITY as against CONSULTANT or its surety then existing, or that may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of that cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Mary Giordano is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Anthony D. Gonsalves
Jason A. Gonsalves
Paul A. Gonsalves

9. **INDEPENDENT CONTRACTOR**

CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as otherwise set forth in this Agreement. CONSULTANT's agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONSULTANT's agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and

obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT's agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT's failure to comply with CONSULTANT's duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT's obligations under the Affordable Care Act relating to CONSULTANT's agents and employees.

10. BUSINESS LICENSE

CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of CONSULTANT's time pertaining to the project, and records of accounts between CITY and CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation, specifications, drawings, progress reports and the like, relating to the work and services identified in Exhibit A. All records

will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subCONSULTANTS or vendors. CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT and its subCONSULTANTS must maintain at their sole expense the following insurance, which will be full coverage, not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or

- c. Combined single limits of \$1,000,000 per occurrence.
 - 2. General Liability including coverage for premises, products and completed operations, independent CONSULTANTs/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - 3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
 - B. The insurance provided by CONSULTANT will be primary and non-contributory.
 - C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
 - D. CONSULTANT must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
 - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.
18. **SUFFICIENCY OF INSURERS**
- Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.
19. **CONFLICT OF INTEREST**
- A. CONSULTANT agrees that, prior to entering into contract for consultation services with any party, associate, or individual other than CLIENT,

CONSULTANT shall meet and confer with CLIENT to discuss the potential of conflict created by such additional contract(s). It is understood, however, that final determination to enter into such contracts shall remain at the discretion of CONSULTANT. If CONSULTANT should enter into a contract for consultation services with any entity which CLIENT believes is a conflict of interest, CLIENT will have the right to terminate the Agreement upon three (3) days written notice.

- B. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- C. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONTRACTOR: Joe A. Gonsalves & Son
925 "L" Street, Suite 250
Sacramento, CA 95814-3766

Fax: 916-441-5061

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either

party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW, JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the first party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONFIDENTIALITY

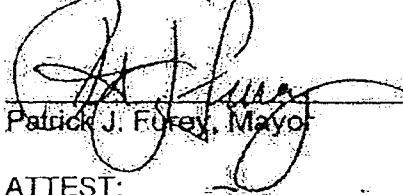
CONSULTANT agrees to maintain in strict confidence all information supplied by CLIENT to CONSULTANT. CONSULTANT will disclose any such information to third parties or use any such information only as authorized by CLIENT. In

addition, CONSULTANT will maintain in strict confidence all advice provided to CLIENT.

32. CONSULTANT'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which CONSULTANT is bound.


CITY OF TORRANCE,
a municipal corporation


Patrick J. Foley, Mayor

ATTEST:


Rebecca Poirier, MMC
City Clerk

Joe A. Gonsalves & Son,
a California corporation

By: 
Anthony D. Gonsalves
President

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: 

Attachments: Exhibit A Request for Proposals
 Exhibit B Proposal

Revised: 7/15/2014

FIRST AMENDMENT TO AGREEMENT (C2014-163)

This First Amendment to Agreement ("Amendment") is made and entered into as of November 21, 2017 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Joe A. Gonsalves & Son, a California corporation ("CONSULTANT").

RECITALS:

- A. The CITY previously circulated a Request for Proposal ("RFP") for Government Consulting and Advocacy Services for the City of Torrance, RFP No. B2014-48.
- B. CONSULTANT submitted a Proposal in response to the RFP. In its Proposal the CONSULTANT represented that it is qualified to perform those services requested in the RFP. Based upon its review of all Proposals submitted in response to the RFP, the CITY awarded the Agreement to CONSULTANT.
- C. The Agreement entered into was for an amount not to exceed \$153,000 for the term of January 1, 2015 through December 31, 2017, with two one-year options to extend the Agreement. A copy of the Agreement C2014-163 is attached as Exhibit A.
- D. Both parties desire to exercise the option to extend the Agreement for an additional year and add \$51,000 to the Agreement.

AGREEMENT:

1. Paragraph 2, entitled "TERM", is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 30, 2018. CITY is granted one one-year option to extend the Agreement on the same terms and conditions, to be exercised in CITY's sole discretion."

ORIGINAL

C2014-163

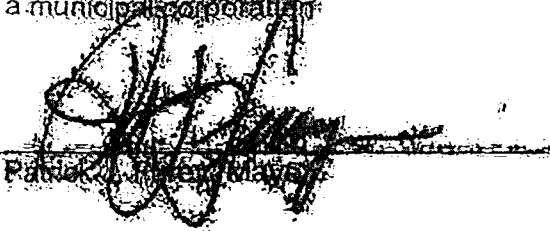
2. Paragraph 3.A. entitled "CONSULTANT's Fee" is amended to read in its entirety as follows:

"A. CONSULTANT's Fee

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$204,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

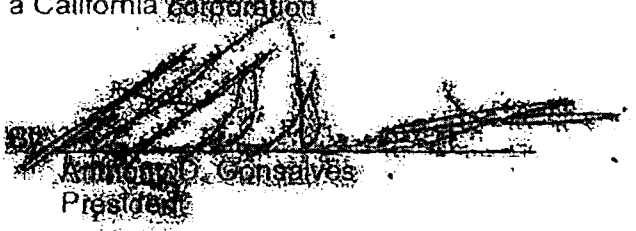
3. In all other respects, the Fee Agreement is ratified and reaffirmed and remains in full force and effect.

CITY OF TORRANCE
a municipal corporation



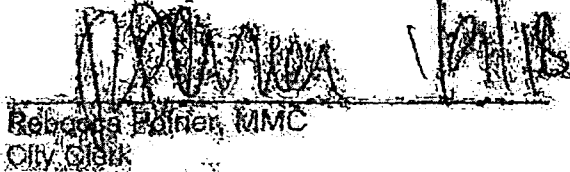
Patrick Q. Sullivan, Mayor

Joe A. Gonsalves & Son
a California corporation



Anthony Gonsalves
President

ATTEST:



Rebecca Palmer, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: 
Patrick Q. Sullivan

Exhibit A: Agreement

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MICHAEL J. ARNOLD AND ASSOCIATES, INC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Michael J. Arnold and Associates, Inc., a California Corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The scope of services to be provided by Consultant, and any corresponding responsibilities of City, are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B," unless terminated earlier as set forth herein.
3. Compensation. City shall pay Consultant for work performed to the City's full satisfaction in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. If applicable, plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, etc., shall be specific for the project herein and shall not be used by City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to provide to the City proprietary

software or data which Consultant has developed or had developed for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold harmless the City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C," the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A," in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant.
6. Records. Consultant shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for

such compensation for extra work shall be executed by Contractor and the City, and approved by the City Council.

In the event City determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Manager as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of

the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise, directly or indirectly, out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
15. Insurance. Consultant shall comply with requirements set forth in Exhibit "D." Insurance requirements set forth in Exhibit "D" that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

Notwithstanding the foregoing, California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation environmental laws, and employment discrimination laws.

Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under the Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract contract prior to the execution thereof by Consultant and subcontractor. Any assignment by Consultant any or all of its rights under this Agreement without first obtaining City's prior written consent shall be a default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be modified or amended only by a subsequent written amendment executed by both parties and approved by the City Council.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.

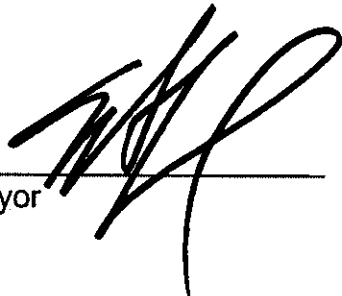
23. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other Consultants in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorney's Fees. In the event either party to this Agreement brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to attorney's fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1)

year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement to be found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.


IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 20th day of December, 2016.

CITY OF REDONDO BEACH

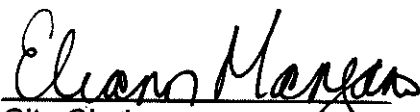


Mayor

MICHAEL J. ARNOLD AND ASSOCIATES,
INC., A CALIFORNIA CORPORATION

By: 
Name: Michael J. Arnold
Title: President

ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant's duties shall include, but not be limited to, the following tasks.

1. Provide legislative and lobbying services at the state level to assist the City in further developing its legislative agenda and securing funding.
2. Identify and aggressively act to obtain funding for the City's projects.
3. Provide a minimum of two meetings with the City to assist in the development of the City's state legislative program. The meetings shall take place in the City.
4. Identify state grant opportunities for the City.
5. Assist the City in the preparation of appropriations request and required subcommittee forms.
6. Review all existing and proposed state policies programs and legislation, including bills and amendments, and identify those issues that may affect the City or its citizens and regularly inform the City on these matters.
7. Between the legislative deadline weeks, provide further study and more in-depth analysis of issues and bills under review.
8. Enter bills identified by Consultant into Consultant's computerized legislative bill tracking and monitoring service to monitor the bills' updates and changes.
9. Forward any bills which may impact the City for further review and analysis.
10. Review legislative policies statements adopted by the League of California Cities, other local governments, and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
11. Seek to influence legislative and administrative action taken by the State in connection with local government issues.
12. Provide a full range of advocacy services to influence the outcome of legislative and administrative actions affecting the interests of the City.
13. Provide consultation to the City on the development and implementation of a legislative program.

14. Work with City officials in the development and implementation of a state public policy strategy which shall enhance the financial feasibility for the City to continue to operate the City Seaside Lagoon.
15. Work closely with the City Council, City Manager and key staff to develop a detailed legislative strategic plan.
16. Act as an official representative of the City with the California State Legislature and various governmental agencies, commissions, and persons involved in governmental affairs.
17. Perform duties customarily performed by legislative advocates and governmental affairs representatives on behalf of the City to the best of Consultant's ability, experience and expertise.
18. Provide the City with periodic status reports governing activities relating to the performance under the terms and conditions of this Agreement. Status updates shall be presented to the City Council on a semi-annual basis and as needed or required throughout the term of this Agreement.
19. Provide written monthly updates and quarterly status reports on Consultant's achievements as they relate to the goals and objectives set forth in the City's legislative program.
20. When the Legislature is not in session, provide periodic reports on issues of interest or concern to the City.
21. Assume full responsibility for preparation of reports required from lobbyists pursuant to the Fair Political Practices Act.
22. Ensure all work is handled by Michael J. Arnold ("Arnold") and Kristian E. Foy ("Foy") and ensure that both parties are the contact people for Consultant.
23. Attend weekly "City Caucus" meetings with representatives of other cities and the League of California Cities and other events, including the Institute of Governmental Advocates ("IGA") meetings and luncheons in Sacramento to acquire information of special interest and assistance in connection with effective participation in the legislative process.
24. Use the "City Caucus" as a resource for dividing a legislative committee and determining which members of the committee are seen by representatives of cities on issues which are important to all municipalities.

CITY'S DUTIES

City will perform the following duties.

1. Provide Consultant with technical assistance on issues of interest.

EXHIBIT "B"

TERM AND SCHEDULE FOR COMPLETION

Term: This Agreement shall commence on January 1, 2017 and shall continue until December 31, 2017 ("Term"), unless otherwise terminated as herein provided. Thereafter, this Agreement shall renew for two subsequent annual terms, unless City provides written notice at least 15 days prior to the expiration of the then current term. In no event shall the Agreement continue beyond three years from the commencement date.

EXHIBIT "C"
COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

1. Fixed Fee: A monthly fee of \$3,500 ("Fixed Fee") shall be paid to Consultant.
2. Additional Expenses: Any additional expenses invoiced, including mileage are subject to City's approval.
3. In no event shall the total compensation paid to Consultant exceed \$47,000 during each annual term of the Agreement.
4. Method of Payment: Consultant shall provide invoices to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
5. Schedule for Payment: City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice.





Administrative Report

Action Date: December 20, 2016

To: MAYOR AND CITY COUNCIL

From: JOE HOEFGEN, CITY MANAGER

Subject: APPROVE CONSULTANT SERVICES CONTRACT WITH MICHAEL J. ARNOLD AND ASSOCIATES, INC. FOR STATE LEGISLATIVE ADVOCACY SERVICES

RECOMMENDATION

Approve the Agreement with Michael J. Arnold and Associates, Inc. for state legislative advocacy services at a not-to-exceed cost of \$47,000 annually for the term ending December 31, 2017, which will thereafter renew for two subsequent one year periods.

EXECUTIVE SUMMARY

Since 2001, the City has contracted with legislative consultants to represent the City at state and federal levels. In 2007, the Mayor and City Council requested staff to prepare an RFP to solicit new proposals from qualified firms.

On November 6, 2007, the Mayor and City Council approved the Legislative Advocacy Selection's Committee's recommendation of Michael J. Arnold and Associates, Inc. to provide state legislative advocacy services and directed staff to bring a contract back to Council for consideration.

On December 17, 2013, the Mayor and City Council requested the renewal of the Michael J. Arnold and Associates, Inc. agreement for legislative advocacy services at the state level. As the current agreement expires on December 31, 2016, the new agreement would provide continued professional services under the current terms at the same not-to-exceed cost of \$47,000 for the term ending December 31, 2017. The Agreement would then renew for two subsequent terms.

COORDINATION

This Agreement has been reviewed and approved to form by the City Attorney.

FISCAL IMPACT

Funds in the amount of \$47,000 are budgeted in the City Manager's Office portion of the Proposed City Budget for FY 2016-17. The previous contract amount was (also) \$47,000 annually.

Funding

\$47,000 General Fund
\$47,000 Total

Expenditures

\$47,000 Michael J. Arnold & Associates
\$47,000 Total

Submitted by:
Joe Hoefgen, City Manager

Attachments:

- *2017 State Legislative Platform dated November 30, 2016*
- *Redondo Beach Legislative Highlights dated October 14, 2016*



CERTIFICATE OF LIABILITY INSURANCE

MICHJAR-01

RKEELER

DATE (MM/DD/YYYY)

6/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 CA - Coin Op - HUB International Insurance Services Inc. 1420 Rocky Ridge Drive Suite 300 Roseville, CA 95661	CONTACT NAME: PHONE (A/C, No, Ext): (800) 877-4560 FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED Michael J. Arnold & Associates, Inc. 1127 11th Street Suite 820 Sacramento, CA 95814-3811	<table border="1"> <thead> <tr> <th data-bbox="803 514 1421 535">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1421 514 1554 535">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 535 1421 556">INSURER A: Foremost Signature</td> <td data-bbox="1421 535 1554 556">41513</td> </tr> <tr> <td data-bbox="803 556 1421 577">INSURER B:</td> <td data-bbox="1421 556 1554 577"></td> </tr> <tr> <td data-bbox="803 577 1421 598">INSURER C:</td> <td data-bbox="1421 577 1554 598"></td> </tr> <tr> <td data-bbox="803 598 1421 619">INSURER D:</td> <td data-bbox="1421 598 1554 619"></td> </tr> <tr> <td data-bbox="803 619 1421 640">INSURER E:</td> <td data-bbox="1421 619 1554 640"></td> </tr> <tr> <td data-bbox="803 640 1421 672">INSURER F:</td> <td data-bbox="1421 640 1554 672"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Foremost Signature	41513	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Foremost Signature	41513														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

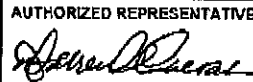
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	PAS12526689	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 HIRED AND NON O \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$ \$ \$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is additional insured per policy form 952008

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach 415 Diamond Beach Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

POLICYHOLDER COPY

*To: Renee Chavez
Michael
From: Eileen Arnold*

NF



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

2 pages total

ISSUE DATE: 04-01-2016

GROUP:
POLICY NUMBER: 0744268-2016
CERTIFICATE ID: 28
CERTIFICATE EXPIRES: 04-01-2017
04-01-2016/04-01-2017CITY OF REDONDO BEACH
FILE 50671
LOS ANGELES CA 90074-0001

NF

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - MICHAEL J. ARNOLD - EXCLUDED.

ENDORSEMENT #1600 - DEBORAH ARNOLD - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

MICHAEL J. ARNOLD & ASSOCIATES, INC. (A CORP)
1127 11TH ST STE 820
SACRAMENTO CA 95814



P.O. BOX 8192, PLEASANTON, CA 94588

RECEIVED MAY 08 2017

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-01-2017

GROUP:
POLICY NUMBER: 0744258-2017
CERTIFICATE ID: 28
CERTIFICATE EXPIRES: 04-01-2018
04-01-2017/04-01-2018

CITY OF REDONDO BEACH
FILE 50671
LOS ANGELES CA 90074-0001

NF

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A handwritten signature in black ink, appearing to read "Kent R. Va. Carl".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Steiner".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

MICHAEL J. ARNOLD & ASSOCIATES, INC. (A CORP)
1127 11TH ST STE 820
SACRAMENTO CA 95814

**FIRST AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MICHAEL J. ARNOLD AND ASSOCIATES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Michael J. Arnold and Associates, Inc., a California Corporation ("Consultant").

WHEREAS, on December 20, 2016, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant ("Agreement") whereby Consultant agreed to provide legislative and lobbying services at the state level to assist the City in developing its legislative agenda and securing funding; and

WHEREAS, the parties wish to extend the term of the Agreement for an additional one-year term with two subsequent annual renewal terms and to modify certain portions of the scope of duties.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services. Exhibit "A" of the Agreement is hereby amended as follows:

"3. Attend meetings as requested by City to assist in the development of the City's state legislative program. The meetings shall take place in the City."

Section 14 shall be deleted in its entirety.

"18. Provide the City with periodic status reports governing activities relating to the performance under the terms and conditions of this Agreement. Status updates shall be presented to the City Council on a semi-annual basis and as requested by City on an as needed basis or as required throughout the term of this Agreement."

Section 24 shall be deleted in its entirety.

2. Term. Exhibit "B" of the Agreement is hereby amended as follows:

"Term: This Agreement shall commence on January 1, 2020 and shall continue until December 31, 2020 ("Term"), unless otherwise terminated as herein



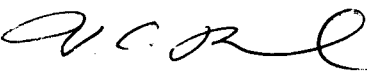
provided. Thereafter, the Agreement shall renew for two subsequent annual terms, unless City provides written notice at least 15 days prior to the expiration of the then current term. In no event shall the Agreement continue beyond three years from the commencement date."


3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and the First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 17th day of December, 2019.

CITY OF REDONDO BEACH

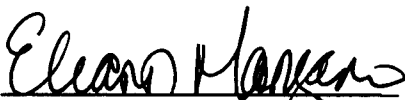
MICHAEL J. ARNOLD AND ASSOCIATES, INC., A CALIFORNIA CORPORATION


William C. Brand, Mayor

By: 
Name: Michael J. Arnold
Title: President


ATTEST:

APPROVED:


Eleanor Manzano, City Clerk


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney





P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-16-2019

GROUP:
POLICY NUMBER: 0744288-2019
CERTIFICATE ID: 46
CERTIFICATE EXPIRES: 04-01-2020
04-01-2019/04-01-2020CITY OF REDONDO BEACH
415 DIAMOND ST
REDONDO BEACH CA 90277-2836

NF

04-01-2019
HO

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

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Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #1651 - MICHAEL ARNOLD PRES, TRES - EXCLUDED.

ENDORSEMENT #1651 - KRISTIAN FOY SECRETARY - EXCLUDED.

EMPLOYER

MICHAEL J. ARNOLD & ASSOCIATES, INC.
1127 11TH ST STE 820
SACRAMENTO CA 95814

NF

[P16,HO]

(REV.7-2014)

PRINTED : 12-16-2019



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.A

Mtg. Date: 04/26/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DELIA ARANDA,

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: FIRE FUEL ABATEMENT ENFORCEMENT CASES QUARTERLY REPORT FOR THE FIRST QUARTER OF 2021 (JANUARY 1 THROUGH MARCH 31).

DATE: April 26, 2021

BACKGROUND:

The Code Enforcement division provides quarterly updates on code enforcement and fuel abatement cases which consist of active and closed cases. The attachments show active and closed cases consisting of unpermitted work, dead vegetation and code violations.

DISCUSSION:

In the first quarter of 2021 (January 1, 2021 through March 31, 2021), 19 new fire fuel abatement violation cases were opened and two (2) new complaints unrelated to fire fuel abatement violations were received and opened. During the same period 18 non-fire fuel abatement violations and 13 vegetation cases were closed. All dead vegetation cases from 2018 through 2019 have been closed with no further action needed.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[Cases closed 1st Quarter 2021.pdf](#)

[Cases open 1st Quarter 2021.pdf](#)



Case #	Case Date	Description	Main	Case
Group: 106.5.4 - Expiration.				
101	7/6/2020	Expired Permit	Closed	3/31/2021
120	6/1/2019	Drainage	Closed	3/3/2021
117	2/26/2020	Illegal Construction	Closed	3/23/2021
90	3/11/2020	Expired Permit	Closed	1/4/2021
88	3/11/2020	Expired Permit	Closed	3/29/2021
86	3/11/2020	Expired Permit	Closed	3/31/2021
83	3/11/2020	Expired Permit	Closed	3/31/2021
77	3/11/2020	Expired Permit	Closed	3/31/2021
74	3/11/2020	Expired Permit	Closed	1/25/2021
73	3/11/2020	Expired Permit	Closed	1/4/2021
39	3/11/2020	Expired Permit	Closed	1/4/2021
37	3/11/2020	Expired Permit	Closed	3/31/2021
21	3/11/2020	Expired Permit	Closed	1/4/2021
Group: 8.08.510 - Accumulation of solid waste prohibited.				
162	2/1/2021	Nuisance	Closed	3/18/2021
Group: 8.08.520 - Placement of containers at residential premises.				
162	2/1/2021	Nuisance	Closed	3/18/2021
Group: 8.08.530 - Container storage areas.				
162	2/1/2021	Nuisance	Closed	3/18/2021
Group: 8.24.010 - Nuisance defined				
162	2/1/2021	Nuisance	Closed	3/18/2021
Group: 8.30.010 - Dead or alive tumbleweeds and dead trees, shrubs, palm				
181	3/29/2021	Dead Vegetation	Closed	3/31/2021
178	3/22/2021	Dead Vegetation	Closed	3/22/2021
171	3/4/2021	Dead Vegetation	Closed	3/31/2021
172	3/4/2021	Dead Vegetation	Closed	3/25/2021
165	2/23/2021	Dead Vegetation	Closed	3/5/2021
166	2/23/2021	Dead Vegetation	Closed	3/16/2021
167	2/23/2021	Dead Vegetation	Closed	3/11/2021
163	2/3/2021	Dead Vegetation	Closed	3/31/2021
158	11/16/2020	Dead Vegetation	Closed	3/26/2021
156	11/6/2020	Dead Vegetation	Closed	3/23/2021
145	9/1/2020	Dead Vegetation	Closed	3/31/2021
138	8/11/2020	Dead Vegetation	Closed	3/25/2021
139	8/3/2020	Dead Vegetation	Closed	3/29/2021
Group: 8.32.080 - Good housekeeping provisions.				
164	2/3/2021	BMP	Closed	3/31/2021

Total Records: 31



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Case #	Case Date	Description	Main Status	Case Closed
181	3/29/2021	Dead Vegetation	Closed	3/31/2021
180	3/26/2021	Dead Vegetation	Open	
179	3/25/2021	Dead Vegetation	Open	
178	3/22/2021	Dead Vegetation	Closed	3/22/2021
177	3/22/2021	Dead Vegetation	Closed	3/22/2021
176	3/17/2021	Dead Vegetation	Open	
175	3/17/2021	Dead Vegetation	Open	
174	3/17/2021	Dead Vegetation	Closed	4/6/2021
173	3/11/2021	Dead Vegetation	Open	
172	3/4/2021	Dead Vegetation	Closed	3/25/2021
171	3/4/2021	Dead Vegetation	Closed	3/31/2021
170	2/23/2021	Dead Vegetation	Closed	2/26/2021
169	2/23/2021	Dead Vegetation	Open	
167	2/23/2021	Dead Vegetation	Closed	3/11/2021
166	2/23/2021	Dead Vegetation	Closed	3/16/2021
165	2/23/2021	Dead Vegetation	Closed	3/5/2021
164	2/3/2021	BMP	Closed	3/31/2021
163	2/3/2021	Dead Vegetation	Closed	3/31/2021
162	2/1/2021	Nuisance	Closed	3/18/2021
161	1/27/2021	Dead Vegetation	Open	
160	1/27/2021	Dead Vegetation	Open	

Total Records: 21