City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, February 10, 2025** | **7:00 PM**

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

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

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

Next Resolution No. 1385 *Next Ordinance No. 386*

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

5. APPROVE ORDER OF THE AGENDA

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

8. CONSENT CALENDAR

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

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 10, 2025

RECOMMENDATION: Approve.
CL_AGN_250210_CC_AffidavitofPosting.pdf

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

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JANUARY 27, 2025 REGULAR MEETING
RECOMMENDATION: Approve as presented.
CL_MIN_250127_CC_F.pdf

8.D. PAYMENT OF BILLS
RECOMMENDATION: Approve as presented.
CL_AGN_250210_CC_PaymentOfBills.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

13. NEW BUSINESS

13.A. APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENNETT LANDSCAPE FOR A ONE-YEAR EXTENSION PROVIDING LANDSCAPING SERVICES ON THE CITY HALL CAMPUS
RECOMMENDATION: Approve as presented.
Attachment A - CA_AGR_250210_PSA_BennettLandscape_Amendment02_F.pdf
Attachment B - CA_AGR_250210_PSA_BennettLandscape_Exhibits_ABC_rev.pdf
Attachment C - CA_AGR_240108_PSA_BennettLandscape_Amendment01_F_E.pdf
Attachment D - CA_AGR_221213_PSA_BennettLandscape_Maintenance_E.pdf

13.B. CONSIDER AND APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF PALOS VERDES ESTATES, RANCHO PALOS VERDES, ROLLING HILLS, AND ROLLING HILLS ESTATES FOR THE PURPOSE OF COST SHARING IN THE DEVELOPMENT OF A MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN
RECOMMENDATION: Approve as presented.
Attachment A - PS_HMP_230803_LOI_PVP_JointHMP_E.pdf
Attachment B - CA_MOU_250131_PVP_JointHMP_Black&Veatch_CostProposal.pdf
Attachment C - CA_MOU_250203_PVP_JointHMP_F.pdf

14. MATTERS FROM THE CITY COUNCIL

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE A PUBLIC SAFETY AND EMERGENCY PREPAREDNESS UPDATE
RECOMMENDATION: Receive and file.

16. RECESS TO CLOSED SESSION

16.A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 (B)(1) TITLE: CITY MANAGER
RECOMMENDATION: None.

16.B. EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1)THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE) a. NAME OF CASE: CONNIE ANDERSEN, ET AL. V. CALIFORNIA WATER COMPANY, ET AL. (SEAVIEW CASE) CASE NO.: 24STCV20953
RECOMMENDATION: None.

16.C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 (TWO CASES) CPUC COMPLAINTS AGAINST SOUTHERN CALIFORNIA EDISON AND SOCAL GAS
RECOMMENDATION: None.

16.D. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)
RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, February 24, 2025 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

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

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

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

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 02/10/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 10, 2025

DATE: February 10, 2025

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_250210_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 2638 **Meeting Date**: 2/10/2025

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF FEBRUARY 10, 2025

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations below.

Legislative Body	City Council
Posting Type	Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	FEBRUARY 10, 2025 7:00pm Open Session

As City Clerk of the City of Rolling Hills, I declare under penalty of perjury, the document noted above was posted at the date displayed below.

Christian Horvath, City Clerk

Date: February 7, 2025

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

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

DATE: **February 10, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

Agenda Item No.: 8.C
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JANUARY 27, 2025 REGULAR MEETING**

DATE: **February 10, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_250127_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, January 27, 2025
Regular Meeting 7:00 p.m.

1. CALL TO ORDER

The City Council of the City of Rolling Hills met in person on the above date at 7:00 p.m. Mayor Pieper presiding.

2. ROLL CALL

Councilmembers Present:	Mirsch, Wilson, Black, Dieringer, Mayor Pieper
Councilmembers Absent:	None
Staff Present:	Karina Bañales, City Manager
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	Samantha Crew, Management Analyst
	Lisa Edwards, Willdan Consultant Principal Planner
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Charlie Willis of Boy Scout Troop 191

4. PRESENTATIONS / PROCLAMATIONS / ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Motion by Councilmember Black, seconded by Councilmember Wilson to approve the order of the agenda. Motion carried unanimously with the following vote:

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Mirsch, seconded by Mayor Pro Tem Dieringer to receive and file Blue Folder Items 13A and 14. Motion carried unanimously with the following vote:

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Judith Haenel

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JANUARY 27, 2025

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

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JANUARY 13, 2025 REGULAR MEETING

8.D. PAYMENT OF BILLS

8.E. REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR DECEMBER 2024

8.F. ADOPT RESOLUTION NO. 1384 AUTHORIZING A FISCAL YEAR 2024-2025 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $2,000 IN THE CITY COUNCIL EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR CITY COUNCILMEMBER TO ATTEND UPCOMING CONFERENCES OR EDUCATIONAL EVENTS

Motion by Councilmember Mirsch, seconded by Councilmember Black to approve the Consent Calendar. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS – NONE

10. COMMISSION ITEMS

10.A. ZONING CASE NO. 24-074: SITE PLAN REVIEW FOR CONSTRUCTION, GRADING, STABLE ACCESS, WALLS EXCEEDING A HEIGHT OF 3 FEET AND 2.5 FEET AVERAGE (UP TO A MAXIMUM HEIGHT OF 5 FEET), AND OTHER IMPROVEMENTS; CONDITIONAL USE PERMITS FOR A RECREATIONAL GAME COURT (TENNIS COURT), STABLE WITH LOFT GREATER THAN 200 SQUARE FEET, CORRAL GREATER THAN 550 SQUARE FEET; AND VARIANCES FOR CONSTRUCTION IN THE FRONT AND REAR YARD SETBACKS, SITE DISTURBANCE OF MORE THAN 40 PERCENT, NONEXEMPT GRADING EXPORT, AND DEVIATIONS FROM THE CONDITIONS FOR A CONDITIONAL USE PERMIT PER ROLLING HILLS MUNICIPAL CODE SECTION 17.16.210(A) AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 123-RH) (WHITCOMBE)

Presentation by Willdan Consultant Principal Planner Edwards

Public Comment: Megan Campbell (Project Architect), Alfred Visco

Motion by Councilmember Black, seconded by Councilmember Wilson to take the project under consideration. Motion failed with the following vote:

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

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

AYES: Mirsch, Dieringer, Mayor Pieper

NOES: Wilson, Black
ABSENT: None

10.B. ZONING CASE NO. 24-053: CONDITIONAL USE PERMIT FOR A DETACHED STRUCTURE THAT EXCEEDS 200 SQUARE FEET LOCATED AT 74 EASTFIELD DRIVE, ROLLING HILLS, CA 90274, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 119-EF) (COCKE)

Presentation by Willdan Consultant Principal Planner Edwards

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

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

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS – NONE

13. NEW BUSINESS

13.A. RECEIVE AN UPDATE ON THE EMERGENCY OUTDOOR SIREN NOTIFICATION SYSTEM PROJECT AND STANDARD OPERATING PROCEDURES

Presentation by Management Analyst Crew
HQE representative Charles West

Public Comment: Arlene Honbo, Greg Willis, Alfred Visco

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

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

Council directed staff to continue working with HQE on meeting contractual obligations for the outdoor siren installation / sound coverage and, once completed, future implementation of the SAFE Network as an augmented service. Without objection, so ordered.

14. MATTERS FROM THE CITY COUNCIL

14.A. CONSIDERATION OF SUMITTING A LETTER OF SUPPORT FOR THE APPOINTMENT OF FORMER RANCHO PALOS VERDES MAYOR AND COUNCILMEMBER HON. JOHN CRUIKSHANK TO THE WEST BASIN MUNICIPAL WATER DISTRICT TO FILL THE RECENTLY VACATED DIVIDSON 1 DIRECTOR'S SEAT (COUNCILMEMBER MIRSCH)

Presentation by City Manager Bañales
Councilmember Mirsch

The Council discussed and decided to not send a letter representing the City Council as an official body, but expressed a willingness to sign a letter drafted by Councilmember Mirsch as individual members.

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE FIRE CODE ENFORCEMENT QUARTERLY REPORT FOR THE FOURTH QUARTER OF 2024 (OCTOBER 1 TO DECEMBER 31)

Presentation by City Manager Bañales

Public Comment: Alfred Visco, Marina Visco, Judith Haenel

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

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

Mayor Pieper directed staff to have Councilmember Mirsch provide a summary reflecting the conversations and actions of the previous Fire Fuel Standing Committee for the February 24, 2025 City Council meeting. Without objection, so ordered.

15.B. RECEIVE AND FILE A VERBAL UPDATE ON THE STATUS OF THE CITY HALL CAMPUS BACKUP GENERATOR

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

Public Comment: Judith Haenel

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

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

Mayor Pro Tem Dieringer reported out on the Blue Folder Item 14 containing the January 23-24, 2025 CalCities Policy Committees General Briefing which included the Governor's proposed budget highlights and specific policy committee information.

16. RECESS TO CLOSED SESSION – 9:49 P.M.

16.A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 (B)(1) TITLE: CITY MANAGER

16.B. EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE) a. NAME OF CASE: CONNIE ANDERSEN, ET AL. V. CALIFORNIA WATER COMPANY, ET AL. (SEAVIEW CASE) CASE NO.: 24STCV20953

16.C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 (2 CASES) CPUC COMPLAINTS AGAINST SOTHERN CALIFORNIA EDISON AND SOCAL GAS

17. RECONVENE TO OPEN SESSION – 10:57 P.M.

18. ADJOURNMENT: 10:57 P.M.

The meeting was adjourned at 10:57 p.m. on January 27, 2025. The next regular meeting of the City Council is scheduled to be held on Monday, February 10, 2025 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: https://www.rolling-hills.org/government/agenda/index.php

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

Respectfully submitted,

_____
Christian Horvath, City Clerk

Approved,

_____
Jeff Pieper, Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **PAYMENT OF BILLS**

DATE: **February 10, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_250210_CC_PaymentOfBills.pdf

CITY OF ROLLING HILLS
AP25-014, ACH25-014
Check Run 02/05/2025

Check No.	Check Date	Payee	Description	Amount
028842	2/5/2025	Alan Palermo Consulting	Jan 2025 Serv- ADA, Siren, Tennis Ct, Sewer,	1,402.50
028843	2/5/2025	Black Box Audio Video Services	Light Pole Removal/Cap	200.00
028844	2/5/2025	Cox Communications	Phone Service Jan 26 - Feb 25, 2025	94.06
028845	2/5/2025	Southern California News Group	Public Hearing Notice - 1 Pinto Rd	579.63
028846	2/5/2025	Environmental Design Associates	2nd/3rd Landscape Review-2 Possum Ridge Rd	375.00
028846	2/5/2025	Environmental Design Associates	Landscape Review-6 Chuckwagon Road	375.00
CHECK TOTAL			**$ 750.00**	
028847	2/5/2025	County of Los Angeles	December 2024 Animal Care Housing Costs	102.45
028848	2/5/2025	County of Los Angeles	Building & Safety Services - Nov. 2024	47,257.66
028849	2/5/2025	LA County Sheriff's Department	Dec 2024 Supp Law Traffic Enf-Special Events	878.94
028850	2/5/2025	MV CHENG AND ASSOCIATES	Monthly Accounting Services January 2025	5,466.25
028851	2/5/2025	Orkin	Monthly Pest Control January 2025	187.00
028852	2/5/2025	Race Communications	Fiber Communications for February 2025	1,020.00
028853	2/5/2025	Women's Community Club of Rolling	Dec. 2024 Expense Reimbursement	2,076.00
028854	2/5/2025	Willdan Inc.	Dec. 2024 Traffic Engineering Serv	525.00
ACH-768	2/5/2025	Bennett Landscape	Landscape Maint Service-February 2025	1,020.00
ACH-769	1/21/2025	CalPERS	PERS Retirement Payroll Ending 01-21-25	3,090.62
ACH-770	2/4/2025	Delta Dental	Dental Coverage February 2025	873.47
ACH-771	2/1/2025	Forum Info-Tech. Inc./Levelcloud	February 2025 Cloud Hosting	6,141.64
ACH-772	2/1/2025	Nextiva	Business Phone Service-February 2025	291.28
ACH-773	1/31/2025	Pacific Premier Bank / FNBO	Pac Prem Cred Crd Stmt January 2025 Acct#1746	619.10
ACH-774	2/1/2025	Standard Insurance Company	February 2025 Life Insurance Policy #161783 Div 0001	205.79
ACH-775	1/21/2025	Vantagepoint Transfer Agents -	Deferred Comp Contributions PR Ending 01-21-25	1,085.58
ACH-776	2/1/2025	Vision Service Plan - (CA)	Vision Coverage - February 2025	132.19

PR LINK	1/24/2025	PR LINK - Payroll & PR Taxes PR2	Payroll Processing Fee PR#2_01/08/25 - 01/21/25	88.66
PR LINK	1/24/2025	PR LINK - Payroll & PR Taxes PR2	Pay Period PR#2_01/08/25 - 01/21/25	19,287.75
				93,375.57

I, Karina Banales, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of
$ 93,375.57 for the payment of above items.

Karina Banales, City Manager

Agenda Item No.: 13.A
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENNETT LANDSCAPE FOR A ONE-YEAR EXTENSION PROVIDING LANDSCAPING SERVICES ON THE CITY HALL CAMPUS**

DATE: **February 10, 2025**

BACKGROUND:
Residents and visitors widely utilize the City Hall campus for events, informal social gatherings, tai-chi classes, and as park space. Between 2017 and 2020, the City Hall campus was poorly maintained, with diseased vegetation, broken irrigation lines, and sprinklers. Repairs were made, replacement irrigation parts were installed, diseased vegetation was removed, and new vegetation was isolated without a holistic plan for the entire campus. The City lacked as-builts for the campus, including the existing irrigation system and plant palette.

In 2022, the City advertised a Request for Proposal (RFP) for weekly landscaping maintenance on the City Hall campus. A survey of the existing irrigation system was conducted by a licensed landscape architect, which resulted in a list of recommended actions to improve the operation of the system and was included in the RFP. With limited open space, the City desired to keep the City Hall campus functional at all times and aesthetically pleasing with attention to detail in the plant palette.

The City received two responses to the RFP. The first was from current provider Bennett Landscape, and the second was from Stay Green Inc., whose clientele includes Palos Verdes Estates and Rancho Palos Verdes. The proposals received were evaluated in 4 categories: Expertise, Experience and Training, Plus Prior Contracting History, Project Approach and Availability, Cost, and Compliance with RFP.

At the October 24, 2022 City Council meeting, the Council directed staff to provide them with the internal documents to determine the staff's recommendation. The council was provided with both proposals, a comparison spreadsheet, and evaluation scoring documentation.

At the November 14, 2022 City Council meeting, staff returned with the item and a recommendation to contract with Stay Green Inc. After testimony, consideration, and comments, the Council unanimously voted to select Bennett Landscape for one year and directed staff to prepare a professional service agreement.

At the December 13, 2022 City Council meeting, the Council approved the one-year agreement with Bennett Landscape.

At the January 8, 2024 City Council meeting, the Council approved the first amendment to the maintenance agreement, extending for one year.

DISCUSSION:
This past year, Bennett Landscape revised the City Hall campus based on Ric Dykzeul's design as presented to the Council and approved in early 2024. The work was financed by a water-wise turf-replacement grant from California Water Services and utilizing Metro TDA-03 funds. The new design feature native, drought-resistant plantings and ground cover which will take 1-2 years to fully realize the intent of the design. It also provides an example of home-hardening techniques the City, Block Captains and LA County Fire continuously work towards educating residents on ways to protect their homes in a fire emergency.

As a result of the changes, staff discussed a monthly price reduction with Bennett Landscape and made revisions to the scope of work as outlined in Exhibit A's revisions (Attachment B). Staff also added Exhibit C outlining Mr. Dykzeul's design and notes for proper ongoing maintenance.

Staff will continue to evaluate services provided by Bennett Landscape. This evening, staff seeks approval of a one-year extension with Bennett Landscape via the second amendment (Attachment A).

FISCAL IMPACT:
There are sufficient funds budgeted for FY24/25 in the General Fund to cover the new monthly Landscaping Maintenance fees of $1020.00. The previous monthly fee was $1,139.67

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Attachment A - CA_AGR_250210_PSA_BennettLandscape_Amendment02_F.pdf
Attachment B - CA_AGR_250210_PSA_BennettLandscape_Exhibits_ABC_rev.pdf
Attachment C - CA_AGR_240108_PSA_BennettLandscape_Amendment01_F_E.pdf
Attachment D - CA_AGR_221213_PSA_BennettLandscape_Maintenance_E.pdf

Second Amendment to Landscape Maintenance

This Second Amendment to the Agreement for Landscape Maintenance ("First Amendment") is made and entered into this 10th day of February 2025 by and between the City of Rolling Hills, a municipal corporation ("City"), and Bennett Landscape ("Contractor").

BACKGROUND

A. On December 13, 2022, the City and Contractor entered into an Agreement for Contractor to provide maintenance and landscaping services in the Civic Center Area (City Hall and tennis Courts) in the City ("Agreement").

B. On January 8, 2024, the City and Contractor amended the Agreement for the first time to extend the term to December 14, 2024. ("First Amendment").

C. The City and Consultant desire to amend the Agreement to revise the scope of work as a result of changes to the campus landscape design, lower the monthly cost, and extend the term of the Agreement to December 31, 2025 ("Second Amendment").

D. The Contractor warrants to the City that it has the expertise, experience, and qualifications to perform the services more fully described in the Agreement.

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

1. Paragraph 2, Section A (Payment) of the Agreement is hereby amended to read as follows:

   "A. Compensation. City shall pay to Contractor the sum of $1,020.00 per month based on weekly services rendered under this Agreement and described in the attached Exhibit A and C which are incorporated herein by reference. This represents total compensation for all work listed, labor, annual fertilizer, equipment, and expenses incurred by Contractor. Additional work and materials shall be provided as stated in revised Exhibit B, which is incorporated herein by reference. However, any work contemplated by this Exhibit B must be authorized by City in writing and compensation therefor shall be agreed upon in advance by the parties prior to commencing any work.

2. Paragraph 3 (Term and Termination) of the Agreement is hereby amended to read as follows:

   "3. Term and Termination. The term of this Agreement shall commence on December 14, 2022 and terminate on December 31, 2025 unless extended by mutual agreement of the parties. City may terminate this Agreement at any time, with or without cause. In such event, Contractor shall be compensated for work satisfactorily accomplished prior to the time of termination."

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

CITY
City of Rolling Hills

By: _____
Karina Bañales, City Manager

Attest:

By: _____
Christian Horvath, City Clerk

CONTRACTOR
BENNETT LANDSCAPE.

By: _____
Sean A. Bennett,

President and Founder
Contractor's License No. 479003
Agency Business License No. N/A
Federal Tax Identification No. 33-0105672

EXHIBIT A

Scope of Work

I. Turf Management

Contractor is expected to perform the tasks listed below:

1. Mow any remaining turf areas weekly to maintain a neat and manicured appearance, weather permitting.
2. For all turf areas, inspect grounds for litter and debris prior to mowing and dispose of any litter or debris identified.
3. Mow all irrigated lawn areas to the finished cut height of no less than 1 ½" and no more than 2 ½" unless otherwise requested.
4. Cut lawn to a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented.
5. The lawn cutting height shall be appropriate to turf variety. The lawn edges shall be trimmed adjacent to walks, curbs, paving, and headers. Immediately following each mowing, the areas shall be left in a neat and clean condition.
6. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.
7. Extra care shall be taken to prevent edging wider than necessary margins around sprinkler heads, borders, and trees. Care shall be taken to prevent trimmer damage to tree trunks and structures.
8. Fertilizers shall be applied every two months, all year with lawn food to maintain lawn strength, color, and vigor.
9. Fertilizers shall be watered in after the application at the next regularly scheduled watering period.
10. Both chemical and organic fertilizer materials may be used.
11. Contractor shall maintain a log of fertilizer use and provide log to City quarterly.
12. Broadleaf and grassy weeds, insect pests, and plant diseases shall be treated by application of approved pesticides.
13. Damage to lawns and ground cover due to circumstances beyond the Contractor's control shall be repaired after agreement with the City as to payment for such work.
14. Lawns are to the thatched, scalped, and over-seeded in the Fall.

II. Ground Covers, Plantings, and Shrubs

Contractor is expected to perform the tasks listed below:

1. On a monthly basis, prune and trim ground cover plants neatly away from shrubs, trees, walk-ways, walls, and headers.
2. Pruning and shaping of shrubs shall be performed only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood.
3. Shrubs shall not be clipped into balled or boxed forms unless required by the design. Ground cover, plantings and shrubs shall be kept trimmed and pruned back so as to not obstruct sprinklers, outdoor lights, fire hydrants, and electrical/telephone boxes.
4. Damage to ground covers due to circumstances beyond the Contractor's control shall be repaired after prior agreement with the City as to payment for such work.
5. Plants that are in a state of decline and are dead shall normally be removed if Contractor is satisfied that the property will benefit aesthetically. Contractor must notify the City first, and gain City approval, before plant are removed.
6. On a weekly basis, shrubs, plantings and ground cover areas shall be kept free of broadleaf or grassy weeds by pulling with hands or hand tools. Use of weed-whackers, or hoeing weeds is not permitted. Any remaining turf that persists in newly planted areas should be treated accordingly to prevent and stop future turf growth.
7. Fertilizer shall be applied three times a year (March, June, September) with all-purpose fertilizer (i.e. Gro Power Plus) to stimulate growth.
8. Contractor shall maintain a log of fertilizer use and provide log to City upon City's request.
9. Ground cover top dress over exposed soil should be refreshed as needed and/or every 1-2 years with 3" layer of all wood tree chippings.
10. Decomposed Granite should be refreshed as needed and/or every 2-3 years.
11. Remove any remaining / leftover roots from previous landscape features prior to 2024 design implementation as visible.
12. Ground cover and plantings from 2024 Landscape redesign shall follow the Landscape Architect's written instructions for care and maintenance. Qualified and knowledgeable staff shall be assigned to care for and foster proper growth and maintenance to ensure design intent. (see Exhibit C)

III. Small Trees

Contractor is expected to perform the tasks listed below:

1. Maintain, without requests from City, all trees and remaining shrubbery to a measure of 15 feet in height or less. Ensure tree branches do not block, occlude or interfere with existing campus lighting and poles.

2. Trimming of trees over 15 feet in height may be performed and invoiced as extra work following written approval by the City. City reserves the right to seek other proposals from other contractors for trimming of trees over 15 feet in height.

3. Trees shall be properly staked and tied as necessary. Tree ties shall be inspected monthly to prevent damage caused by abrasion or constriction.

4. Removal of tree stakes shall be considered as soon as possible to encourage tree development.

5. Trees and stumps requiring removal due to storm damage, proximity to buildings, walks, utilities, or other reasons shall be performed as directed and invoiced as extra work following written approval by the City.

6. Contractor shall inspect trees for insects and diseases monthly. Approved chemical sprays shall be applied if required for common and controllable insect and disease infestations. Spraying shall be limited to one application. Additional treatments necessary due to unusual conditions may be invoiced as extra work following written approval by the City. Spraying shall be limited to trees measuring 15 feet or less in overall height.

7. The City may ask that a tree or large shrub be lowered to protect a view. If this requires a non-standard trimming practice that can result in deformity or seriously impact the health of the tree, the ultimate responsibility will be borne by the City.

8. Olive trees shall be sprayed in the spring to reduce the production of olives and shall be performed as part of the monthly service at no additional charge to the City.

9. Contractor shall not be responsible for tree damage caused by tree roots.

IV. Replacement

Contractor is expected to perform the tasks listed below:

1. Comply with the following requirement: any plant material that may expire, due to negligent maintenance procedures, shall be replaced by the Contractor, up to a maximum fifteen-gallon size plant, at no extra cost to the City.

V. Debris Control

Contractor is expected to perform the tasks listed below:

1. On a weekly basis, all lawns, planting beds, driveways and walkways shall be cleaned of papers, bottles, excessive dust, and other types of debris.

2. On a weekly basis, rake and remove leaf debris after tree trimming.

3. As work in each area is completed, the clippings, trimmings, and debris shall be picked up and removed from the property at the end of each workday to leave a clean condition.

VI. Pest Control

Contractor is expected to perform the tasks listed below:

1. A pervasive pest infestation that is out of the ordinary (e.g. an influx of snails, whitefly, and lerp psyllid, etc.) requiring repeated pesticide applications may be invoiced as extra work following written approval by the City. Contractor will bear the responsibility to hire a California licensed pest control and fumigation sub-contractor when the application of services is deemed necessary.

2. Contractor's employees and subcontractors shall exercise the proper use of chemical controls and spray equipment and take all established safety precautions.

3. Contractor shall assume all supervision and responsibility for the application of chemicals and insecticides that are used by Contractor's employees and subcontractors in performing contracted work.

4. Contractor will not be held responsible for children or pets that may ingest pellets, granular products, or treated foliage, unless negligence on the part of the Contractor is the cause.

VII. Irrigation Systems

Contractor is expected to perform the tasks listed below:

1. Inspect the irrigation systems weekly for broken and clogged heads, malfunctioning or leaking valves, or any other condition, which hampers the normal operation of the irrigation system.

2. The crew foreman shall manually sequence each automatic irrigation controller on a scheduled basis to ensure that the irrigation system facets are operating properly.

3. Contractor shall replace sprinkler heads damaged by normal landscape maintenance operations at no charge to the City.

4. On a monthly basis, Contractor shall inspect sprinkler heads and make adjustments, if necessary to conserve water and to provide the best possible coverage and least possible spray onto buildings, fences, and tennis courts while conserving water.

5. Contractor will not be held responsible for water damage resulting from sprinkler heads located in close proximity to structures that over-spray in an unavoidable manner.

6. Maintenance crew shall schedule watering area plant material on automatic irrigation controllers in quantities and frequencies consistent with seasonal requirements of the area plant materials.

7. Where practical, watering all vegetation shall be done at night or early morning if the system is automatic, or unless directed otherwise by the City.

8. Repairs and/or replacement of automatic irrigation clocks, major valves, and major piping may be performed and invoiced as extra work following written approval by the City.

9. Minor replacement and repairs to sprinkler heads and pipes shall be performed at no additional cost to the City.

10. Contractor shall note on a campus map in City Hall, location of repaired or replaced sprinkler heads, and maintain a log of any irrigation work performed including the date, location and reason for repair.

11. Maintenance crew must immediately report to the City any vandalism or accidental damage caused by others. Repairs may be made and invoiced as an extra charge following written approval by the City.

12. If the maintenance crew has determined that the automatic irrigation controller has failed or malfunctioned, the City shall be instructed as to location of clocks and backflow valves so that they may be turned off.

13. Contractor shall provide the City with a 24-hour emergency service telephone number and designate a company person to receive emergency calls. Contractor agrees to respond to City emergency calls during normal business hours (7:30am to 5pm) and during non-business hours (5pm to 7:30am).

14. On a weekly basis, Contractor shall inspect and clean all drainage swales, and grates on and leading from the property, and on a monthly basis inspect and clean rain gutters on all structures.

15. Ensure irrigation heads erroneously capped during 2024 landscape design project are restored to provide appropriate water to the newly planted succulents along the perimeter of the two campus buildings.

VIII. Irrigation Systems (Other)

Contractor is expected to perform the tasks listed below:

1. Special Circumstances. Damage to landscape or irrigation systems caused by others, such as other contractors working on the property, may be repaired and invoiced as extra work following written approval by the City.

2. Stormwater Prevention. Pursuant to the National Pollutant Discharge Elimination System (NPDES) Permit, Public Agencies are required to implement programs to minimize storm water pollution impacts from public agency activities, including from landscape facilities management. Therefore, Contractor shall ensure that no application of pesticides or fertilizers occurs immediately before, during, or immediately after a rain event or when water is flowing off the area to be applied. In addition, Contractor shall not apply any banned or unregistered pesticides or fertilizers.

EXHIBIT B

See attached two pages “Fees”

Bennett LANDSCAPE

PROPOSAL REQUIREMENTS

Fees

Landscape Maintenance Services

~~$263 weekly~~ $1020.00 monthly

Tree Trimming

Campus tree trimming services allotment $11,200.

Tree trimming is performed by a separate crew who specializes in and have the knowledge of tree trimming safety.

Irrigation Repairs

After reaching the cumulative total of $750 in irrigation repairs, we will charge at the standard rate of 2 men crew $125/hr. plus material costs. Monday through Friday 7-4 pm.

New Plantings

Price will be determined on which plants, shrubs, or trees the City of Rolling Hills selects, how many, equipment needed, and availability. Price will include the plant/shrub/tree, soil amendments, slow-release planting tablets, labor, stakes etc.

- 1 gallon $17.95
- 5 gallon $42.50
- 15 gallon $145
- 24" box $500
- 36" box $850

Construction

Price is determined by project. Price includes, equipment, labor, material etc.

Bennett LANDSCAPE

Emergency Services – After 4pm, weekends, holidays

Major irrigation repairs, 1 man team	$120 per hour
Tree crew 3 men	
Chipper truck and chipper	$650 per hour
Aerial bucket truck additional	$200 per hour

***After Hours*:**

Main telephone line – listen to prompts	(310) 534-3543

One -time Services Unit Prices – Monday – Friday 7-4pm

a)	Reprogram irrigation controllers	$125/hr.
b)	Replace pressure regulator, Brass Wilkens, regulator each	$2400 each
c)	Check back flow device, certification	$200 each
d)	Change spray nozzles	$9.50 each
e)	Mulch and fertilize planter beds, 50 cu yds wood tree mulch	$900 each
f)	De-thatch, aerate, overseed, top dress, fertilize lawn	$495
g)	New irrigation controllers	$3900 each
h)	Replace 6 failing pop-ups	$42 each
i)	Replace aging valves	$390 each
j)	Replace entire irrigation system	$1500 station/zone each station
k)	2 – 90° gutter repair, downspout	included

It is difficult to price material as the recommendations does not include in some cases model, sizes, and quantity. Only states Hunter I-Core controllers.

****Subject available and substitution due to availability from distributors****

Implement Landscape Architect Recommendations

Licensed landscape architect

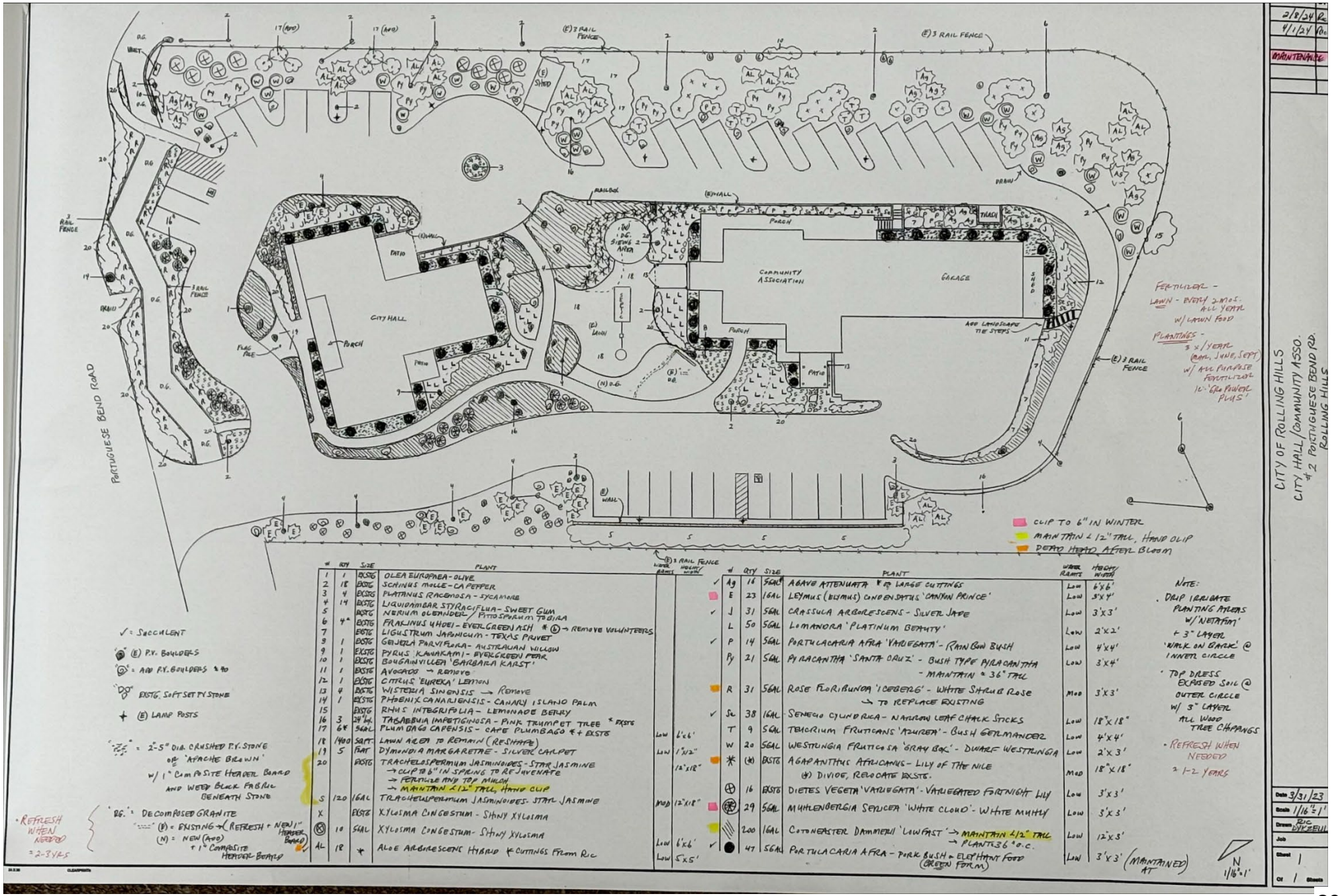
EXHIBIT C

Contractor shall address the tasks listed below and ensure, at regular intervals, that conditions remain in compliance with the following tasks:

1. Flag Pole area – add more Dymondia per designs to cover appropriately and weed area.
2. Green Portulacaria around perimeter of building requires regular irrigation for proper growth.
3. Add missing Green Portulacaria per designs along northeast side of City Hall building
4. Weed along outside east fence
5. Dig out / properly remove Eleagnus stump at RHCA East garage storage are and and trash area.
6. Check and fix irrigation around Lomandra at northwest corner of RHCA building porch to ensure it is receiving proper water.
7. Clip Star Jasmine to less than 12" "tall growth" to stimulate.
8. Clip "old" Star Jasmine to 6" in March 2025 to refresh.
9. Clip Muhlenbergia to 6" in February 2025 and thereafter in December /January.
10. Remove "Volunteer" Fan Palm

Contractor is expected to have staff knowledgeable in maintaining campus per above and attached design comments.

EXHIBIT C
Landscape Architect Design



#	QTY	SIZE	PLANT
1	1	EXSTG	OLEA EUROPAEA - OLIVE
2	18	EXSTG	SCHINUS MOLLE - CA PEPPER
3	4	EXSTG	PLATANUS RACEMOSA - SYCAMORE
4	14	EXSTG	LIQUIDAMBAR STYRACIFLUA - SWEET GUM
5	4*	EXSTG	NERIUM OLEANDER / PITTOSPORUM TOBIRA
6		EXSTG	FRAXINUS UHDEI - EVERGREEN ASH * (E) → REMOVE VOLUNTEERS
7		EXSTG	LIGUSTRUM JAPONICUM - TEXAS PRIVET
8	1	EXSTG	GREVILLEA PARVIFLORA - AUSTRALIAN WILLOW
9	1	EXSTG	PYRUS KAWAKAMI - EVERGREEN PEAR
10	1	EXSTG	BOUGAINVILLEA 'BARBARA KARST'
11	1	EXSTG	AVOCADO → REMOVE
12	1	EXSTG	CITRUS 'EUREKA' LEMON
13	4	EXSTG	WISTERIA SINENSIS → REMOVE
14	1	EXSTG	PHOENIX CANARIENSIS - CANARY ISLAND PALM
15		EXSTG	RHUS INTEGRIFOLIA - LEMONADE BERRY
16	3	24" BX	TABEBUIA IMPETIGINOSA - PINK TRUMPET TREE * EXSTG
17	6*	5GAL	PLUMBAGO CAPENSIS - CAPE PLUMBAGO * + EXSTG
18	1400	SQFT	LAWN AREA TO REMAIN (RESHAPE)
19	5	FLAT	DYMONDIA MARGARETAE - SILVER CARPET
20		EXSTG	TRACHELOSPERMUM JASMINOIDES - STAR JASMINE → CLIP TO 6" IN SPRING TO REJUVENATE → FERTILIZE AND TOP MULCH → MAINTAIN @ 12" TALL, HAND CLIP
S	120	16GAL	TRACHELOSPERMUM JASMINOIDES - STAR JASMINE
X		EXSTG	XYLOSMA CONGESTUM - SHINY XYLOSMA
(X)	10	5GAL	XYLOSMA CONGESTUM - SHINY XYLOSMA
AL	18	*	ALOE ARBORESCENT HYBRID * CUTTINGS FROM RIC

#	QTY	SIZE	PLANT	WATER RANGE	HEIGHT/WIDTH
Ag	16	5GAL*	AGAVE ATTENUATA * & LARGE CUTTINGS	Low	6'x6'
E	23	16GAL	LEYMUS (ELYMUS) CONDENSATUS 'CANYON PRINCE'	Low	3'x4'
J	31	5GAL	CRASSULA ARBORESCENS - SILVER JADE	Low	3'x3'
L	50	5GAL	LOMANDRA 'PLATINUM BEAUTY'	Low	2'x2'
P	14	5GAL	PORTULACARIA AFRA 'VARIEGATA' - RAINBOW BUSH	Low	4'x4'
Py	21	5GAL	PYRACANTHA 'SANTA CRUZ' - BUSH TYPE PYRACANTHA - MAINTAIN @ 36" TALL	Low	3'x4'
R	31	5GAL	ROSE FLORIBUNDA 'ICEBERG' - WHITE SHRUB ROSE → TO REPLACE EXISTING	Mod	3'x3'
Se	38	16GAL	SENECIO CYLINDRICA - NARROW LEAF CHALK STICKS	Low	18"x18"
T	9	5GAL	TEUCRIUM FRUTICANS 'AZUREA' - BUSH GERMANDER	Low	4'x4'
W	20	5GAL	WESTRINGIA FRUTICOSA 'GRAY BOX' - DWARF WESTRINGIA	Low	2'x3'
* (X)		EXSTG	AGAPANTHUS AFRICANUS - LILY OF THE NILE (X) DIVIDE, RELOCATE EXSTG.	Mod	18"x18"
⊕	16	EXSTG	DIETES VEGETA 'VARIEGATA' - VARIEGATED FORTNIGHT LILY	Low	3'x3'
⊛	29	5GAL	MUHLENBERGIA SERICEA 'WHITE CLOUD' - WHITE MUHLY	Low	3'x3'
	200	16GAL	COTONEASTER DAMMERI 'LOWFAST' → MAINTAIN @ 12" TALL → PLANTED 36" O.C.	Low	12"x3'
●	47	5GAL	PORTULACARIA AFRA - PORK BUSH * ELEPHANT FOOD (GREEN FORM)	Low	3'x3' (MAINTAINED AT)

Low	6'x6'		
Low	1'½" 12"x18"		
Mod	12"x18"		
Low	6'x6'		
Low	5'x5'		

First Amendment to Landscape Maintenance

This First Amendment to the Agreement for Landscape Maintenance ("First Amendment") is made and entered into this 8th day of January 2024 by and between the City of Rolling Hills, a municipal corporation ("City"), and Bennett Landscape ("Contractor").

BACKGROUND

A. On December 13, 2022, the City and Contractor entered into an Agreement for Contractor to provide maintenance and landscaping services in the Civic Center Area (City Hall and tennis Courts) in the City ("Agreement").

B. The City and Consultant desire to amend the Agreement to extend the term of the Agreement to December 14, 2024 ("First Amendment").

C. The Contractor warrants to the City that it has the expertise, experience, and qualifications to perform the services more fully described in the Agreement.

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

1. Paragraph 3 (Term and Termination) of the Agreement is hereby amended to read as follows:

   "3. Term and Termination. The term of this Agreement shall commence on December 14, 2022 and termination on December 14, 2024 unless extended by mutual agreement of the parties. City may terminate this Agreement at any time, with or without cause. In such event, Contractor shall be compensated for work satisfactorily accomplished prior to the time of termination."

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

(Signatures on following page)

CITY
City of Rolling Hills

By: _____
Karina Bañales, City Manager

Attest:

By: _____
Christian Horvath, City Clerk

CONTRACTOR
BENNETT LANDSCAPE.

By: _____
Sean A, Bennett,

President and Founder
Contractor's License No. 479003
Agency Business License No. N/A
Federal Tax Identification No. 33-0105672

CITY OF ROLLING HILLS

AGREEMENT FOR LANDSCAPE MAINTENANCE

THIS AGREEMENT is made and entered into as of December 13, 2022, by and between the **CITY OF ROLLING HILLS** ("City") and Bennett Landscape ("Contractor").

RECITALS

A. City desires to retain the services of Contractor to provide maintenance of landscaping services in the Civic Center Area (City Hall and Tennis Courts) in the City of Rolling Hills.

B. Contractor has represented to City that it has the expertise, experience, and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described in this Agreement.

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

1. **General Services**. Contractor shall furnish all materials and perform all work required for maintenance of Civic Center Area and Tennis Court area landscaping, which services are more particularly set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. City expressly reserves the right to contract with other contractors for landscape services other than those described in this Agreement.

2. **Payment.** Contractor shall submit invoices monthly and the City will make payment for both services covered by this Agreement and any authorized extra work on a monthly basis, within 10 days of the close of the month in which work was performed.

Authorized extra work, such as tree trimming for trees over 15 feet, major irrigation repairs, tree removal, and other work not covered by this Agreement, may be performed at the written direction of the City and charges itemized separately as extra work on a monthly invoice. City reserves the right to seek other bids for these services from the successful bidder or from any other contractors.

A. Compensation. City shall pay to Contractor the sum of $1,139.67 per month based on weekly services rendered under this Agreement, representing total compensation for all work, labor, annual fertilizer, equipment, and expenses incurred by Contractor. Additional work and materials shall be provided as stated in Exhibit B. provided for in this Agreement may be authorized by City in writing and compensation therefor shall be agreed upon in advance by the parties.

B. Prevailing Wage. Contractor shall abide be the minimum prevailing rate of wages as determined by the State of California, Department of Industrial Relations for each craft, classification, or type of workman employed to carry out provisions of the Agreement. During the term of this Agreement, Contractor shall keep on file sufficient evidence of its employee

compensation to enable verification of compliance of Prevailing Wages as established by State of California, Department of Industrial Relations.

3. **Term and Termination**. The term of this Agreement shall commence on December 14, 2022 and terminate on December 14, 2023 unless extended by mutual agreement of the parties. City may terminate this Agreement at any time, with or without cause. In such event, Contractor shall be compensated for work satisfactorily accomplished up to the time of termination.

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

A. Contractor shall maintain and deliver to the City copies of their Comprehensive General Liability Insurance with a combined single limit of not less than $1,000,000 covering bodily injury and property damage; insuring Contractor and the City against any liability arising out of the maintenance on the premises and all areas appurtenant thereto. Such insurance shall (a) name City, the Rolling Hills Community Association, and the City of Rolling Hills Estates, their appointed and elected officials, officers, employees, and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross liability provisions.

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

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

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

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

or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance by Contractor of the work hereunder of any article or material supplied or installed pursuant to this Agreement.

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

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

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

6. **Quality of Work Performed**. All work shall be performed in accordance with accepted horticultural standards of quality and workmanship so as to maintain the landscape in the highest possible aesthetic condition.

7. **Personnel**. Contractor shall provide at all times sufficient landscape personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this work. All personnel provided for the performance of this Agreement shall be employees of the contractor and contractor shall assume payment of all wages, taxes, and all other employee costs, unless otherwise provided.

Contractor shall hold harmless, indemnify, and defend the City against any liability or assessment connected with violations of Federal Statutes pertaining to alien/citizen status.

On-site personnel shall wear identifiable company uniforms including shirts, jackets, and caps, as necessary.

Frequent inspections of the site shall be made by an appropriate supervisor of the Contractor to assure adherence to schedules and policies by the crews performing the work. Supervisors shall be available to attend job walks with the City Manager or representative as necessary.

8. **Work Schedule**. Under normal conditions, the crews shall be on-site at various times to be determined by the City between the hours of 7:30 a.m. and 3:30 p.m. Monday through Friday (no Thursday mornings 7:00 a.m. to 1:00 p.m., Saturdays or Sundays permitted). Contractor shall observe the standard holidays and shall schedule work accordingly.

Contractor's crews shall not work during inclement weather as damage to ground cover and turf areas may result. Contractor shall have a foreman visit the job site on Rain Days to turn off irrigation clocks and check for storm damage to the landscape. Storm damages noted shall be reported to the City.

9. **Licenses and Permits**. Contractor shall maintain a State Landscape Contractor's license and shall comply with all other license and permit requirements of the City, State, and Federal governments, as well as all other requirements of the law.

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

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

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

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

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

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

16. **Notices**. All notices and communications shall be sent to the parties at the following addresses:

CITY:
City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

CONTRACTOR:
Bennett Landscape
Attn: Sean A. Bennett
25889 Belle Porte Ave.
Harbor City, CA 90710

17. **Authorized Signature**. Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and corporate officers having a principal interest herein.

18. **Entire Agreement; Modification**. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and

agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements, or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if signed by the party to be charged.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their names, titles, hands, and seals this 14th day of December, 2022.

CONTRACTOR:

1/3/23

Sean A. Bennett
President and Founder

Contractor's License No. 479003

Agency Business License No. _____

Federal Tax Identification No. 33-0105672

CITY:

Elaine Jeng,
City Manager of the City of Rolling Hills

Attested:

Christian Horvath,
City Clerk of the City of Rolling Hills

Date: 1/4/23

EXHIBIT A

Scope of Work

I. Turf Management

Contractor is expected to perform the tasks listed below:

1. Mow the lawns weekly to maintain a neat and manicured appearance, weather permitting.
2. For all turf areas, inspect grounds for litter and debris prior to mowing and dispose of any litter or debris identified.
3. Mow all irrigated lawn areas to the finished cut height of no less than 1 ½" and no more than 2 ½"unless otherwise requested.
4. Cut lawn to a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented.
5. The lawn cutting height shall be appropriate to turf variety. The lawn edges shall be trimmed adjacent to walks, curbs, paving, headers, and shrub areas. Immediately following each mowing, the areas shall be left in a neat and clean condition.
6. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.
7. Extra care shall be taken to prevent edging wider than necessary margins around sprinkler heads, borders, and trees. Care shall be taken to prevent trimmer damage to tree trunks and structures.
8. Fertilizers shall be applied seasonally on a set schedule to maintain lawn strength, color, and vigor.
9. Fertilizers shall be watered in after the application at the next regularly scheduled watering period.
10. Both chemical and organic fertilizer materials may be used.
11. Contractor shall maintain a log of fertilizer use and provide log to City upon City's request.
12. Broadleaf and grassy weeds, insect pests, and plant diseases shall be treated by application of approved pesticides.
13. Damage to lawns and ground cover due to circumstances beyond the Contractor's control shall be repaired after agreement with the City as to payment for such work.
14. Lawns are to the thatched, scalped, and over-seeded in the Fall.

II. Ground Covers and Shrubs

Contractor is expected to perform the tasks listed below:

1. On a monthly basis, prune and trim ground cover plants neatly away from shrubs, trees, walk-ways, walls, and headers.
2. Shrubs shall be pruned to maintain a natural shape and proper size as a continuous operation.
3. Pruning and shaping of shrubs shall be performed only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood.
4. Shrubs shall not be clipped into balled or boxed forms unless required by the design.
5. Ground cover and shrubs shall be kept trimmed and pruned back so as to not obstruct sprinklers, outdoor lights, fire hydrants, and electrical/telephone boxes.
6. Vines on City Hall shall be removed.
7. Damage to ground covers due to circumstances beyond the Contractor's control shall be repaired after prior agreement with the City as to payment for such work.
8. Plants that are in a state of decline and are dead shall normally be removed if Contractor is satisfied that the property will benefit aesthetically. Contractor must notify the City first, and gain City approval, before plant are removed.
9. Shrub and ground cover areas shall be kept free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective herbicides. Cultivation or hoeing weeds is not permitted.
10. Fertilizer shall be applied seasonally on a programmed and monitored basis or as required to stimulate growth.
11. Contractor shall maintain a log of fertilizer use and provide log to City upon City's request.

III. Small Trees

Contractor is expected to perform the tasks listed below:

1. Maintain all trees and shrubbery to a measure of 15 feet in height or less.
2. Trimming of trees over 15 feet in height may be performed and invoiced as extra work following written approval by the City. City reserves the right to seek other proposals from other contractors for trimming of trees over 15 feet in height.
3. Trees shall be properly staked and tied as necessary. Tree ties shall be inspected at least three times per year to prevent damage caused by abrasion or constriction.

4. Removal of tree stakes shall be considered as soon as possible to encourage tree development.

5. Trees and stumps requiring removal due to storm damage, proximity to buildings, walks, utilities, or other reasons shall be performed as directed and invoiced as extra work following written approval by the City.

6. Contractor shall inspect trees for insects and diseases. Approved chemical sprays shall be applied if required for common and controllable insect and disease infestations. Spraying shall be limited to one application. Additional treatments necessary due to unusual conditions may be invoiced as extra work following written approval by the City. Spraying shall be limited to trees measuring 15 feet or less in overall height.

7. The City may ask that a tree or large shrub be lowered to protect a view. If this requires a non-standard trimming practice that can result in deformity or seriously impact the health of the tree, the ultimate responsibility will be borne by the City.

8. Olive trees shall be sprayed in the spring to reduce the production of olives and shall be performed as part of the monthly service at no additional charge to the City.

9. Contractor shall not be responsible for tree damage caused by tree roots.

IV. Replacement

Contractor is expected to perform the tasks listed below:

1. Comply with the following requirement: any plant material that may expire, due to negligent maintenance procedures, shall be replaced by the Contractor, up to a maximum fifteen-gallon size plant, at no extra cost to the City.

V. Debris Control

Contractor is expected to perform the tasks listed below:

1. On a weekly basis, all lawns, planting beds, and walkways shall be cleaned of papers, bottles, excessive dust, and other types of debris.

2. On a weekly basis, rake and remove leaf debris after tree trimming.

3. As work in each area is completed, the clippings, trimmings, and debris shall be picked up and removed from the property at the end of each workday to leave a clean condition.

VI. Pest Control

Contractor is expected to perform the tasks listed below:

1. A pervasive pest infestation that is out of the ordinary (e.g. an influx of snails, whitefly, and lerp psyllid, etc.) requiring repeated pesticide applications may be invoiced as extra work following written approval by the City. Contractor will bear the responsibility to hire a California licensed pest control and fumigation sub-contractor when the application of services is deemed necessary.

2. Contractor's employees and subcontractors shall exercise the proper use of chemical controls and spray equipment and take all established safety precautions.

3. Contractor shall assume all supervision and responsibility for the application of chemicals and insecticides that are used by Contractor's employees and subcontractors in performing contracted work.

4. Contractor will not be held responsible for children or pets that may ingest pellets, granular products, or treated foliage, unless negligence on the part of the Contractor is the cause.

VII. Irrigation Systems

Contractor is expected to perform the tasks listed below:

1. Continually inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition, which hampers the normal operation of the irrigation system.

2. The crew foreman shall manually sequence each automatic irrigation controller on a scheduled basis to ensure that the irrigation system facets are operating properly.

3. Contractor shall replace sprinkler heads damaged by normal landscape maintenance operations at no charge to the City.

4. On a monthly basis, Contractor shall inspect sprinkler heads and make adjustments, if necessary to conserve water and to provide the best possible coverage and least possible spray onto buildings, fences, and tennis courts while conserving water.

5. Contractor will not be held responsible for water damage resulting from sprinkler heads located in close proximity to structures that over-spray in an unavoidable manner.

6. Maintenance crew shall schedule watering area plant material on automatic irrigation controllers in quantities and frequencies consistent with seasonal requirements of the area plant materials.

7. Where practical, watering all vegetation shall be done at night or early morning if the system is automatic, or unless directed otherwise by the City.

8. Repairs and/or replacement of automatic irrigation clocks, major valves, and major piping may be performed and invoiced as extra work following written approval by the City.

9. Minor replacement and repairs to sprinkler heads and pipes shall be performed at no additional cost to the City.

10. Maintenance crew must immediately report to the City any vandalism or accidental damage caused by others. Repairs may be made and invoiced as an extra charge following written approval by the City.

11. If the maintenance crew has determined that the automatic irrigation controller has failed or malfunctioned, the City shall be instructed as to location of clocks and backflow valves so that they may be turned off.

12. Contractor shall provide the City with a 24-hour emergency service telephone number and designate a company person to receive emergency calls. Contractor agrees to respond to City emergency calls during normal business hours (7:30am to 5pm) and during non-business hours (5pm to 7:30am).

13. Contractor shall inspect and clean all drainage swales, grates, and rain gutters on all structures on and leading from the property.

VIII. Irrigation Systems

Contractor is expected to perform the tasks listed below:

1. Special Circumstances. Damage to landscape or irrigation systems caused by others, such as other contractors working on the property, may be repaired and invoiced as extra work following written approval by the City.
2. Stormwater Prevention. Pursuant to the National Pollutant Discharge Elimination System (NPDES) Permit, Public Agencies are required to implement programs to minimize storm water pollution impacts from public agency activities, including from landscape facilities management. Therefore, Contractor shall ensure that no application of pesticides or fertilizers occurs immediately before, during, or immediately after a rain event or when water is flowing off the area to be applied. In addition, Contractor shall not apply any banned or unregistered pesticides or fertilizers.

EXHIBIT B

See attached two pages “Fees”

Bennett LANDSCAPE

PROPOSAL REQUIREMENTS

Fees

Landscape Maintenance Services

$263 weekly

Tree Trimming

Campus tree trimming services allotment $11,200.

Tree trimming is performed by a separate crew who specializes in and have the knowledge of tree trimming safety.

Irrigation Repairs

After reaching the cumulative total of $750 in irrigation repairs, we will charge at the standard rate of 2 men crew $125/hr. plus material costs. Monday through Friday 7-4 pm.

New Plantings

Price will be determined on which plants, shrubs, or trees the City of Rolling Hills selects, how many, equipment needed, and availability. Price will include the plant/shrub/tree, soil amendments, slow-release planting tablets, labor, stakes etc.

- 1 gallon $17.95
- 5 gallon $42.50
- 15 gallon $145
- 24" box $500
- 36" box $850

Construction

Price is determined by project. Price includes, equipment, labor, material etc.

Bennett LANDSCAPE

Emergency Services – After 4pm, weekends, holidays

Major irrigation repairs, 1 man team	$120 per hour
Tree crew 3 men	
Chipper truck and chipper	$650 per hour
Aerial bucket truck additional	$200 per hour

***After Hours*:**

Main telephone line – listen to prompts	(310) 534-3543

One -time Services Unit Prices – Monday – Friday 7-4pm

a)	Reprogram irrigation controllers	$125/hr.
b)	Replace pressure regulator, Brass Wilkens, regulator each	$2400 each
c)	Check back flow device, certification	$200 each
d)	Change spray nozzles	$9.50 each
e)	Mulch and fertilize planter beds, 50 cu yds wood tree mulch	$900 each
f)	De-thatch, aerate, overseed, top dress, fertilize lawn	$495
g)	New irrigation controllers	$3900 each
h)	Replace 6 failing pop-ups	$42 each
i)	Replace aging valves	$390 each
j)	Replace entire irrigation system	$1500 station/zone each station
k)	2 – 90° gutter repair, downspout	included

It is difficult to price material as the recommendations does not include in some cases model, sizes, and quantity. Only states Hunter I-Core controllers.

****Subject available and substitution due to availability from distributors****

Implement Landscape Architect Recommendations

Licensed landscape architect

Agenda Item No.: 13.B
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **SAMANTHA CREW, MANAGEMENT ANALYST**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **CONSIDER AND APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF PALOS VERDES ESTATES, RANCHO PALOS VERDES, ROLLING HILLS, AND ROLLING HILLS ESTATES FOR THE PURPOSE OF COST SHARING IN THE DEVELOPMENT OF A MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

DATE: **February 10, 2025**

BACKGROUND:
State and local government agencies are required to prepare comprehensive disaster mitigation plans such as a Local Hazard Mitigation Plan (LHMP) per the Federal Disaster Mitigation Act of 2000 (DMA) and to be eligible for hazard mitigation grant funding. A LHMP contains information about the type of hazards a community faces, and actions that can be taken to reduce vulnerability. Hazards identified in the Plan include Earthquake, Fire, Tsunami, Earth Movement, Hazardous Materials Event, Human-Caused Event, Utility Related Event, and Cyber Terrorism. Rolling Hills adopted a Plan, developed by Emergency Planning Consultants, in January 2019. This Plan has since expired.

In spring of 2024, staff from Rolling Hills Estates identified an opportunity for all four Peninsula cities to collaborate in a multi-jurisdictional plan in 2025 and received directions from the Peninsula Public Safety Committee (PPSC) to pursue the joint effort and apply for grant funding. The PPSC is comprised of two City Council Members from each PVP jurisdiction and oversees regional emergency preparedness and cross-jurisdictional public safety project collaborations. The PPSC appointed an Ad-Hoc Committee that will guide important phases of the Plan development.

Additionally identified for the next Plan update is the incorporation of the two Geologic Hazard Abatement Districts (GHAD), Klondike Canyon Land Abatement District and Abalone Cove Landslide Abatement District, in the City of Rancho Palos Verdes. The GHADs are special districts that could also benefit from this process by making them eligible to receive future grant funding from state and federal emergency management agencies such as the Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA).

In the fall of 2024, the City of Rolling Hills Estates, acting as the lead agency, applied for and received a Cal OES/FEMA reimbursable grant award in the amount of up to $349,298 for the development of the multi-jurisdiction plan through an emergency planning consultant. There is a local match of 25% of the total approved project cost that would be shared by the PVP cities.

Staff prepared a Request for Proposals (RFP) and received seven proposals by the deadline of December 10, 2024. Councilmember Mirsch sits on the Ad-Hoc Committee and participated in interviewing three of the selected firms on January 23, 2025: Constant Associates ($334,404), Black and Veatch ($250,672), and Michael Baker International ($249,420). Black and Veatch was selected as the emergency consulting firm that best meets the needs and expectations of this project, with the project team's familiarity with GHADS, specific Palos Verdes-region hazards (i.e. landslides), and extensive experience in collaborating with Cal OES/FEMA. Reference verification confirms the firm's ability to develop comprehensive emergency plans, including multi-jurisdictional hazard mitigation plans.

A letter of intent was sent from Rolling Hills to the City of Rolling Hills Estates in August of 2023, which verified the City's commitment to engage in a multi-jurisdictional hazard mitigation plan with the peninsula cities (Attachment A).

DISCUSSION:
A Memorandum of Understanding (MOU) Agreement for the joint project was prepared and reviewed by each city's respective legal counsel (Attachment C). The MOU will be presented to each PVP City Councils for approval and to initiate the Plan development. The City of Rolling Hills Estates will serve as the lead agency for the project, as detailed in the MOU, and will directly enter into an Agreement with Black and Veatch, coordinating with the other participating cities. The Plan must be ultimately approved by Cal OES/FEMA and adopted by each city's governing body.

The Plan is designed to have the following benefits:

- Reduce loss of life and property, environmental harm, economic disruption, and disaster costs.
- Prioritize hazard mitigation at the local level with increased emphasis on planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring critical facilities/services survive a disaster.
- Promote education and economic incentives to form community-based partnerships and leverage non-federal resources to commit to and implement long-term hazard mitigation activities.

LHMPs are long-term strategies to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The LHMP goes through an update every five years. Mitigation plans must be reviewed and updated, formally approved by federal and state governing bodies, and then formally adopted by the local governing body (City/Special District) as part of receiving approval. City staff will return to the City Council at a future meeting for Plan approval and adoption.

FISCAL IMPACT:
The project will be largely funded by the grant award, with 25% of the project amount cost

shared by the PVP cities according to the established cost-sharing formula utilized for other PVP regional projects.

A detailed cost proposal provided by the selected emergency planning consultant Black and Veatch (Attachment B - Exhibit A in the MOU Agreement) outlines the work to be performed on behalf of the PVP cities and GHADs. The following is the anticipated cost breakdown with Cal OES/FEMA grant funding 75% of total project cost:

Black and Veatch overall cost proposal - $250,672
CalOES/FEMA grant funding - $188,004
Cost allocation formula for project proposal amount (25%) - $62,668

City of Rolling Hills (7%) - $4,386.76
City of Palos Verdes Estates (20%) - $12,533.60
City of Rancho Palos Verdes (60%) - $37,600.80
City of Rolling Hills Estates (13%) - $8,146.84

The cost-sharing formula is based on the city population, number of dwelling units, and area square footage.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Attachment A - PS_HMP_230803_LOI_PVP_JointHMP_E.pdf
Attachment B - CA_MOU_250131_PVP_JointHMP_Black&Veatch_CostProposal.pdf
Attachment C - CA_MOU_250203_PVP_JointHMP_F.pdf

City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

August 3, 2023

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

SUBJECT: LETTER OF INTENT TO PARTICIPATE IN THE PALOS VERDES PENINSULA MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN GRANT APPLICATION (AP-01075)

Dear City Manager Grammer:

Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR Part 201.6 specifically identify criteria that allow for multi-jurisdictional hazard mitigation plans, as many issues are better resolved by evaluating hazards more comprehensively through coordination at a county, regional, or watershed level. The City of Rolling Hills is submitting this Letter of Intent to confirm that it has agreed to participate in the Palos Verdes Peninsula Multi-jurisdictional Hazard Mitigation Plan grant application (AP-01075).

Furthermore, as a condition of participation in this project, the City of Rolling Hills agrees to meet the requirements for mitigation plan as identified in 44 CFR Part 201, FEMA's new Local Mitigation Planning Policy Guide (fema.gov) (2022), and FEMA's Local Mitigation Planning Handbook (fema.gov) (2013). Climate change will be incorporated to comply with SB 379 and SB 1000; and the final plan will be incorporated into the Safety Element of our jurisdictional General Plan to comply with AB 2140. The City of Rolling Hills agrees to provide such cooperation as is necessary and in a timely manner to the City of Rolling Hills Estates to complete the plan in conformance with FEMA requirements.

The City of Rolling Hills understands that it must actively engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;

- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan; and
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdictions' governing body (each jurisdiction must officially adopt the plan).

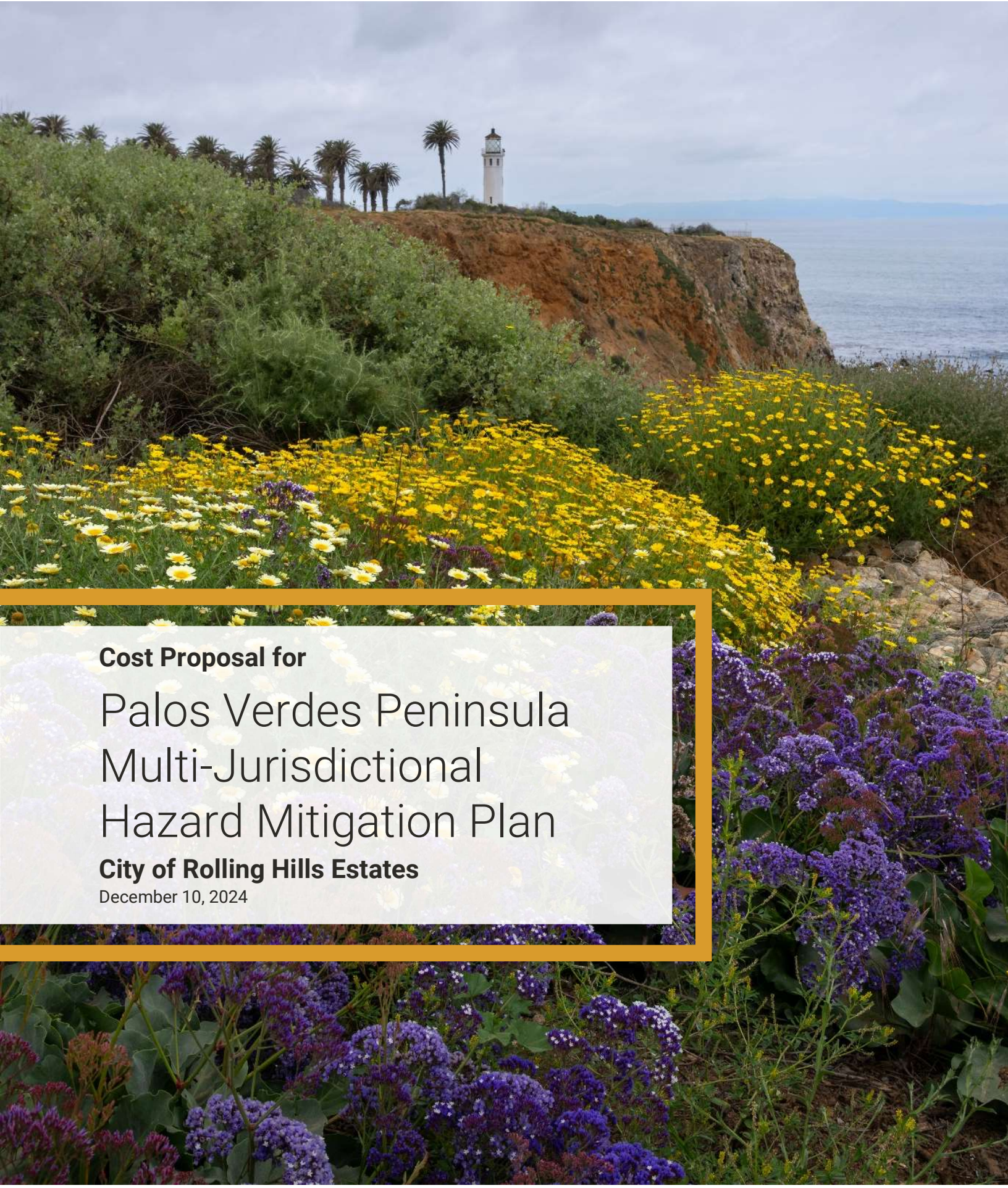
Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan update; I, David Ready, commit the City of Rolling Hills to the Palos Verdes Peninsula Multi-jurisdictional Hazard Mitigation Plan grant application (AP-01075).

This document is executed this 3rd day of August, 2023.

Please contact John F. Signo, Director of Planning & Community Services at 310-377-1521 or via e-mail jsigno@cityofrh.net with questions.

Sincerely,

David Ready
Interim City Manager



Cost Proposal for

Palos Verdes Peninsula Multi-Jurisdictional Hazard Mitigation Plan

City of Rolling Hills Estates

December 10, 2024

Black & Veatch Corporation
550 S. Hope Street, Suite 2250, Los Angeles, CA 90071
P +1 913-458-7346 E FlanerRB@bv.com

December 10, 2024

City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274
310-377-1577
Attn: Jessica Slawson, Assistant to the City Manager

RE: Cost Proposal Palos Verdes Peninsula Multi-Jurisdictional Hazard Mitigation Plan

Dear Ms. Slawson and Selection Committee:

As a supplement to our technical proposal to prepare a Multi-jurisdictional Hazard Mitigation plan for the Palos Verdes Peninsula Planning Partnership, the Black & Veatch Corporation submits the following cost proposal for completing the scope of work provided in the technical proposal. Black & Veatch is a respected leader in developing innovative tools for mitigation, resilience, and emergency management planning, engineering, and risk modeling, which have been invaluable in hazard mitigation planning. The following cost proposal has utilized our team's vast resume of experience of completing local hazard mitigation plans on-time and on-budget. Please note that our hourly rates are widely accepted by our clients and the FEMA hazard mitigation grant program. As requested in the RFP, we have provided:

A. The Black & Veatch Rate Schedule for the duration of the contract
B. The total cost to perform the scope of work in its entirety, including a breakdown of the costs for each phase of the proposed scope of work.
C. The Black & Veatch payment disbursement schedule
D. A listing of other direct costs anticipated to complete the proposed scope of work

Black & Veatch appreciates the opportunity to provide this proposal and successfully develop your multi-jurisdictional hazard mitigation plan. We have reviewed the Request for Proposals and have no exceptions to its specifications. All contents of this proposal are true and correct and shall remain valid for 90 days following the date of this submittal. If you have any questions, please contact Rob Flaner at 913-458-7346 or FlanerRB@bv.com. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Very truly yours,



Matt Thomas
Associate Vice President
Black & Veatch

Black & Veatch Corporation
550 S. Hope Street, Suite 2250, Los Angeles, CA 90071
P +1 913-458-7346 E FlanerRB@bv.com

A Cost Proposal

A key factor that sets Black & Veatch apart from other vendors is our highly qualified staff who bring added value to the Palos Verdes Peninsula Planning Partnership while staying within your grant budget. ***Companies do not write these plans. Their people do!***

PRICING, AND INFORMATION

Our stated costs are organized by work plan phase and are fully inclusive of all labor and direct reimbursable charges. Our hourly rates are widely accepted by our clients and the FEMA hazard mitigation grant program. Estimates are based on our recent and relevant experience working with similar agencies in California and across the country.

In the tables below, we have broken down the costs by task, hours per task, hours per personnel classification, and a total cost for the entire project:

TABLE 1. BLACK & VEATCH'S RATE SCHEDULE

PROJECT POSITION	BILL RATE	PROJECTED HOURS
QA/QC Coordinator	$255.00	17
Project Manager	$245.00	115
Financial Management	$245.00	17
MJ Plan Process Coordinator	$210.00	80
Risk Assessment Lead	$195.00	111
Outreach Lead	$185.00	112
Editor	$175.00	64
Lead Project Planner	$165.00	221
Capabilities & Mitigation Strategies Lead	$165.00	63
Planner 4	$155.00	42
GIS-Risk Assessment 3	$155.00	53
GIS-Risk Assessment 2	$145.00	53
Planner 1	$145.00	52
GIS-StoryMap	$140.00	67
GIS-Risk Assessment 1	$135.00	25
Planner 2	$135.00	109
Project Controls	$125.00	13
Planner 3	$125.00	127

PROJECT POSITION	BILL RATE	PROJECTED HOURS
Project Accountant	$110.00	13
Project Biller	$110.00	13
Total		1367

TABLE 2. BLACK & VEATCH'S COST BREAKDOWN, BY PHASE

PHASE	LABOR COSTS	ODCS*	HOURS	TOTAL
Phase 1: Organize Resources & Planning Process	$39,120	$1,996	223	$41,116
Phase 2: Hazard Identification & Risk Assessment	$49,825	$11,970	310	$61,795
Phase 3: Public Engagement & Outreach Strategy	$33,950	$4,756	208	$38,706
Phase 4: Assess Capability & Identify Mitigation Strategies	$19,060	$0	116	$19,060
Phase 5: Develop A Plan Maintenance Strategy	$7,700	$0	50	$7,700
Phase 6: Assemble the Plan	$59,840	$270	337	$60,110
Phase 7: Plan Approval & Adoptions	$8,050	$0	42	$8,050
Phase 8: Project Management	$14,135	$0	81	$14,135
Total	$231,680	$18,992	**1367**	$250,672
*ODCs include all other direct charges such as travel, Per Diem and sub-contractor costs				

PAYMENT DISBURSEMENT SCHEDULE

If awarded, Black & Veatch will bill the City of Rolling Hills Estates monthly based on a percent complete by phase. Each invoice will be accompanied by a progress report that will summarize the tasks completed that month by phase.

LISTING OF ANY OTHER COSTS CHARGED BY FIRM

As shown in the table above, we have included other costs within the column called "ODCs". ODCs may include the following:

- Travel Expenses: Reimbursement for travel expenses incurred during on-site visits, including transportation, lodging, and meals, will be billed at cost.
- Printing and Reproduction: Costs for printing and reproducing documents, reports, and materials will be billed at cost.
- Specialized Software or Data Acquisition: Any specialized software or data acquisition required for the project will be billed at cost, with prior approval from the City of Rolling Hills Estates.

PROJECT SPECIFICATIONS AND ASSUMPTIONS

Terms and Conditions. This proposal is contingent on the acceptance of mutually acceptable terms and conditions, invoicing, and payment terms.

Planning Partnership: For this proposed scope of work, the "Planning Partnership" is defined as the following jurisdictions that will be seeking coverage under the final plan:

- City of Palos Verdes Estates
- City of Rancho Palos Verdes
- City of Rolling Hills
- City of Rolling Hills Estates
- Klondike Canyon Geologic Hazard Abatement District
- Abalone Cove Landslide Abatement District

Period of Performance. To the extent the period of performance is required to be extended due to reasons beyond Black & Veatch's control, such unforeseen circumstances may result in an increase in the project timeline and budget.

Data Collection: At the onset of the project, the Black & Veatch team shall provide the Planning Partnership with a specific list of data needs required for development of an MJHMP. The Planning Partnership shall provide as much of this data as possible to the Black & Veatch team at the start of this project. These data include relevant local government planning documents and GIS shapefiles/ geodatabases. The relevant local government plans include, but are not limited to, general plans, emergency operations plans (EOPs), fire management plans, hazard risk assessments, zoning ordinances, stormwater management plans, other local plans, other Homeland Security assessment surveys, and ISO Building Code Effectiveness ratings.

- Black & Veatch will deliver all GIS datasets (shapefile or geo-database format) generated for this project. If there is a need for development by the Black & Veatch team of any GIS and other spatial datasets, either from paper map sources or otherwise, these shall be created at accuracy levels suitable for the levels of analysis and presentation required to meet the requirements of DMA planning.
- During this planning effort, except for use of Hazus-MH, Black & Veatch will be using GIS and other data provided by the Planning Partnership, and publicly available data (county GIS, state GIS, etc.). Black & Veatch shall not be responsible for developing metadata for data provided by others, other than providing any metadata that may have been included with those datasets and amending same if these data are modified by Black & Veatch. GIS and assessor data will be provided to Black & Veatch at no charge.
- The Black & Veatch team's proposed scope and budget include developing a critical facility inventory for the Palos Verdes Peninsula planning area. The Black & Veatch team will accept any spatial data the Planning Partnership already has either from the current planning efforts, or as part of their GIS inventory that may be used for the critical facility inventory. Black & Veatch will compile and consolidate the data into one geodatabase to be compliant with FEMA's Hazus CDMS program.
- If no GIS files are available for the critical facility inventory, the Planning Partnership may provide the Black & Veatch team one spreadsheet file containing the following attributes for all facilities that

should be evaluated in the risk assessment (point facilities only; not polygons or lines): name, address or geographic coordinates, facility type. The Black & Veatch team will geocode the facilities provided and generate a shapefile for the planning area.

- Black & Veatch will not generate metadata for any new data generated for the purposes of this project.
- Notwithstanding the above assumptions and limitations, Black & Veatch assumes that it will not be responsible for development of any other GIS datasets not currently publicly available. The Black & Veatch team will be responsible only for use, manipulation, editing, and/or enhancement of existing GIS datasets.
- Black & Veatch assumes that digital floodplain mapping is readily available in formats suitable for direct incorporation and analysis using Hazus, and that this mapping will be provided to Black & Veatch at no charge.
- It is assumed that the Black & Veatch team will utilize existing, publicly available hazard datasets. We will not create new hazard datasets.
- Each municipal city will be responsible for requesting NFIP datasets from Cal OES and FEMA via an Information Sharing Access Agreement (ISAA), and associated documentation. This may require Black & Veatch to be identified as a contractor with permission to use NFIP data in the HMP. If the NFIP statistics are not received from Cal OES or FEMA prior to the first draft, the previous HMP statistics will be listed as a placeholder.

StoryMap: The Black & Veatch scope of work for this project proposes the development of an ESRI StoryMap that will have legacy beyond the completion of this project, that will become part of the continuing public involvement requirement for Local Hazard Mitigation Plans. Since the legacy of this StoryMap will extend beyond the contact term for this project, the StoryMap will need to be constructed on a platform for which the Planning Partnership has authorization and control to maintain the StoryMap. The StoryMap would be under an ESRI license and ESRI's authorized access from within the Planning Partnership. An alias account will need to be provided to Black & Veatch to develop the StoryMap and host/store data and manage the application. This scope of work has assumed that the Planning Partnership will authorize access to Black & Veatch personnel to an ESRI account for construction of the StoryMap during the contract term. This access will be rescinded at the completion of the Contract term. Please note that if the City or Planning Partners do not have an ESRI license, the Black & Veatch team will create the StoryMap on our platform and transfer it to the County for legacy at the conclusion of the planning process.

Risk Assessment: This proposal is based on the inclusion of the hazards based on the current HMPs and up to two additional hazards if deemed appropriate by the HMPC. With mutual agreement by Planning Partnership and Black & Veatch, some hazards may be combined, or additional hazards may be included.

Our proposed Hazus, level -2 user-defined facility analysis includes one (1) dam failure scenario, two (2) flood scenarios (one coastal and one riverine), up to four (4) earthquake scenarios, two (2) landslide scenarios (one rapid and one slow moving scenario), one (1) sea-level rise scenario and one (1) tsunami scenario.

Following FEMA's HHPD criteria (Element G) in the Plan Review Tool, Black & Veatch's analysis for dam failure will include only the high-hazard and significant-hazard dams. This analysis will be contingent upon available spatial data, including inundation areas and information on each dam provided by the Planning Partnership for analysis. Black & Veatch is not responsible for the creation of dam inundation or depth data for dam inundation areas.

Document Preparation. Black & Veatch will develop the plan in MS Word using an agreed upon style guide, if available, in English. We will draft up to three style templates in MS Word for the client to select the final style to be used. The plan will include the use of hazard icons (one per hazard) and hazard mapping. Graphical summaries will be included in the Executive Summary.

Document Review: Throughout the planning process, the HMPC shall be expected to review MJLHMP-related material and provide feedback within 2 weeks of delivery. Feedback will be provided in MS Word track changes with all reviewer's comments consolidated into one edited section by a lead designated by the HMPC.

- It is understood that comments regarding the Internal Review Draft Plan, Public Comment Draft Plan, and Agency Submittal Draft Plan are important and may be offered by committees or others at any time throughout the process, and the Black & Veatch team will make every reasonable attempt to address these comments in the plan documents. However, in the interest of schedule and budget, this proposal is based on the inclusion of one round of comments for each draft and it shall remain the discretion of Black & Veatch to consider and address comments offered after mutually agreed-upon review/response deadlines.
- Incorporation of FEMA required revisions, if any, will be addressed for the final plan and any recommended revisions will be at the discretion of the Black & Veatch team.
- It is assumed that Black & Veatch's cost of services does not include translation services for the draft or final plan documents.
- If the Planning Partnership desires the plan to be Section 508 compliant, this will only be available for the final PDF for posting on the MJHMP dedicated website.

Meetings: Black & Veatch will be responsible for developing all meeting materials and follow-up meeting minutes in English. A Planning Partnership representative will be responsible for any reproduction of these materials. This scope of work has assumed that access to venues for all in-person meetings will be provided at no cost to Black & Veatch. The Planning Partnership will support the announcement of all meetings via available media channels.

Meetings will be held during regular business hours of 8:00 a.m. – 5:00 p.m. Monday – Friday unless otherwise stated in this proposal. Meetings will not be held on the day immediately before or after a recognized holiday. Black & Veatch assumes that the Planning Partnership will be responsible for any requests for resources to achieve ADA compliance or verbal translation for all meetings.

The scope and budget for Phase 1 of the scope of work has assumed an on-site presence of key Black & Veatch personnel for no fewer than three HMPC meetings.

Public Outreach Translation: If the Planning Partnership desires to use Spanish translations of public outreach materials, Black & Veatch will be responsible for translating public surveys (not to exceed 2 surveys), social media posts (not to exceed 4 posts), press releases (not to exceed 2 press releases), and public information flyers (not to exceed 2 flyers) about the planning process from English to Spanish. Any other language accessibility needs will be provided by the Planning Partnership at no charge to Black & Veatch.

Schedule: Black & Veatch has proposed a 14-month schedule for this project, with an option to condense that schedule to 11-months. To condense this schedule, the Planning Partnership will need to notify the Black & Veatch team at the project's onset that it will chose the "early plan adoption protocol" (Option 1) under Phase 7 of the scope of work.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF PALOS VERDES ESTATES, RANCHO PALOS VERDES, ROLLING HILLS, AND ROLLING HILLS ESTATES RELATING TO COST SHARING FOR THE DEVELOPMENT OF A MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of _____, 2025, between the CITY OF PALOS VERDES ESTATES, a general law city and California municipal corporation ("Palos Verdes Estates"), the CITY OF RANCHO PALOS VERDES, a general law city and California municipal corporation ("Rancho Palos Verdes"), the CITY OF ROLLING HILLS, a general law city and California municipal corporation ("Rolling Hills"), and the CITY OF ROLLING HILLS ESTATES, a general law city and California municipal corporation ("Rolling Hills Estates" or "Lead Agency"). Each of the foregoing cities may be referred to individually as a "Member" and collectively as the "Members."

RECITALS

A. The cities of Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills, and Rolling Hills Estates are all located on the Palos Verdes Peninsula.

B. The Federal Disaster Mitigation Act of 2000 ("DMA") established requirements for state and local government agencies to prepare comprehensive Disaster Mitigation Plans to be eligible for hazard mitigation grant funding. The DMA aims to control federal costs associated with disaster assistance while prioritizing hazard mitigation at the local level.

C. A Local Hazard Mitigation Plan ("LHMP" or "Plan") is a long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. An LHMP must be updated at least every five years. A LHMP must be reviewed and updated, formally approved by federal and state governing bodies, and then formally adopted by the local governing body (city/special district).

D. Over the last several LHMP update cycles, the cities of Rolling Hills Estates and Rancho Palos Verdes have partnered to develop and maintain a Multi-Jurisdictional Hazard Mitigation Plan.

E. All four Peninsula cities desire to collaborate for the next LHMP update in 2025.

F. The cities also desire in the next Plan update to incorporate two Geologic Hazard Abatement Districts ("GHADs"): Klondike Canyon Land Abatement District and Abalone Cove Landslide Abatement District, which are located in the City of Rancho Palos Verdes. These GHADs are special districts that could also benefit from the planning process and the Plan, which would enable them to receive grant funding from state and federal emergency management agencies such as the Governor's Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA).

G. The Members have reviewed the proposal from and desire to enter into a contract ("Contract") with Black & Veach ("Consultant") to assist in the preparation of the 2025 update to the LHMP at a cost not to exceed $252,672 without the approval of the Members.

H. The Members further desire to divide the costs of the Consultant Contract as provided in this MOU.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the parties agree as follows:

1. Recitals Incorporated. The recitals are incorporated by reference and made a part of this MOU, as are the attached exhibits.

2. Purposes. The purposes of this MOU are to cooperatively fund the services of the Consultant to prepare the updated 2025 LHMP and to administer the Contract.

3. Initiation and Term.

(a) Initiation of MOU. Upon the approval of the MOU by any Member, and provided that within 60 days of such approval, at least two (2) other Members including the Lead Agency have approved this MOU, this MOU will become effective.

(b) Effective Date of MOU. This MOU will become effective on the last date to occur of the following: (i) the approval of this MOU by at least three (3) members, and (ii) Lead Agency executing the Contract ("Effective Date").

(c) Term. The MOU will remain in effect from the Effective Date until termination in accordance with Section 9, and the termination of the Consultant Contract.

4. Lead Agency. The City of Rolling Hills Estates agrees:

(a) Consultant Contract. To enter into the Contract. The other Members will not be in privity of contract with the Consultant, and the Lead Agency relies on the Members to fulfill their obligations under this MOU. The Lead Agency will notify the other Members in writing at least 10 days prior to any proposed change to the Contract.

(b) Invoice. To invoice the Members in amounts not exceeding the invoice amounts shown in Exhibit A, which amounts are subject to change pursuant to Section 5(a) below.

(c) Expenditure. To utilize the funds deposited by the Members only for the administration of the Contract.

(d) Accounting. To provide an accounting of the Contract costs and to provide such accounting to the Members within 60 days following (i) the end of each fiscal year (June 30) that this MOU remains in effect, (ii) the withdrawal of any Member, (iii) the termination of the MOU, or (iv) the request of any Member.

(e) Reports. To provide to the Members periodic reports concerning the development of the draft updated LHMP, at such frequency as the Members may mutually agree.

5. Duties of All Members. The Members agree:

(a) Payment. To pay to the Lead Agency their proportional share of the Contract as shown in Exhibit A no later than 30 days from the invoice date. The cost estimates presented in Exhibit A have been agreed upon by the Members and are subject to changes in the actual cost of the Contract. The percentages to be paid by each Member under the below Cost Allocation Formula ("Formula") are as follows:

COST ALLOCATION FORMULA (FORMULA)	
Member	**Percentage**
City of Palos Verdes Estates	20%
City of Rancho Palos Verdes	60%
City of Rolling Hills	7%
City of Rolling Hills Estates	13%

(b) Documentation. To make a good 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 Consultant that is deemed necessary by the Members to implement the Contract.

(c) Access. To allow reasonable access and entry to the Consultant, on an as needed basis during the term of this MOU, to each Member's public property to achieve the purposes of this MOU and the Contract.

6. Obligation for Debts and Liabilities.

(a) Except as otherwise specifically provided in this MOU, no Member will be individually responsible for any of the debts, liabilities or obligations of any other Member, nor will they have any liabilities under the Contract, but they will be responsible for paying the Lead Agency so that the Lead Agency can manage the Consultant and the preparation of the updated LHMP.

(b) This MOU does not create any legal entity under the Joint Exercise of Powers Act (Govt. Code Sec. 6500 et. seq.) or any other law, which would authorize the execution of contracts, provide the right to sue or be sued, or which would otherwise create a separate legal entity under the laws of California. Instead, this MOU establishes a mutual understanding to carry out a project beneficial to existing governmental entities to promote public health and safety.

7. Indemnification.

(a) Generally. Each Member agrees to indemnify, defend, and hold harmless

each other Member, including its 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 each Member arising from or related to this MOU; provided, however, that no Member is obligated to indemnify another Member for that Member's own negligence or willful misconduct.

(b) Government Code Section 895.2. In light of the provisions of California Government Code section 895.2 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 the Government Code), each of the Members, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, agrees to 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 Government Code section 895.2 . To achieve the above stated purpose, each Member agrees to indemnify, defend, and holds harmless each other Member for any liability, cost, or expense that may be imposed upon such other Member solely by virtue of Government Code section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this MOU as if incorporated herein.

(c) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Member when performing their respective functions within the territorial limits of the Member, will apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially under this MOU.

8. Disputes. Each Member will have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the MOU, to explain the basis for such assertion, and to receive from the other Member a justification of its position on such matters. If, on the basis of the Members' review of any terms of the MOU, any Member concludes that another Member has not complied in good faith with the terms of the MOU, then such Member may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance, which Notice will be served on the alleged noncompliant Member along with all other Members. The alleged noncompliant Member will have 30 days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such 30-day period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the Member receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice, it may do so by responding in writing to the Notice within 30 days after receipt of the Notice. The Notice of Non-Compliance, and any response thereto, must be sent to all Members. If the response to the Notice of Non-Compliance has not been received in the offices of the Member alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance will be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the Members will, for a period of not less than 30 days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. The Lead Agency will notify in writing all Members within 15

days of any Member failing to cure an alleged non-compliance with the terms or conditions of this MOU. The compliant Members will determine the next course of action, which may include the termination of a Member's participation in the MOU.

9. Termination and Withdrawal.

(a) Termination of MOU. This MOU may be terminated upon the express written agreement of all Members. If this MOU is terminated all existing costs must be paid with all Members paying their proportionate share in accordance with the Formula. Thereafter, all Members must agree on the equitable redistribution of remaining funds deposited, if there are any. Completed Contract work will be owned by the Member or Members who fund the completion of such work.

(b) Withdrawal. If a Member wishes to withdraw from this MOU for any reason, that Member must give the other Members prior written notice thereof. The remaining Members have the option of completing the LHMP (without inclusion of planning for the area of the withdrawing Member) and assuming the cost thereof, and making a proportionate adjustment to the Formula per Section 5. The effective date of withdrawal will be 60-days after the Lead Agency receives written notice of a Member's intent to withdraw, and the Lead Agency will provide the remaining Members with written notice of the effective date of such Member's withdrawal. The withdrawing Member will be responsible for its proportionate share of costs of the Consultant Contract incurred through the effective date of withdrawal. Should any Member withdraw from this MOU, the remaining Members' cost share allocation, if any, will be adjusted in accordance with the cost allocation formula in Exhibit A.

10. General Provisions.

(a) Cooperation. The Members agree to fully cooperate with one another to attain the purposes of this MOU.

(b) Voluntary. This MOU is voluntarily entered into to attain the purposes of this MOU.

(c) Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder must be in writing and must be delivered to the representatives of the Members at the addresses set forth in Exhibit B attached hereto. The Members must promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice may include notice delivered via e-mail. A notice will be deemed to have been received on (i) the date of delivery, if delivered by hand during regular business hours, or by e-mail; or (ii) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B. "Regular business hours" in the case of Palos Verdes Estates does not include Fridays when City Hall is closed.

(d) Administration. For the purposes of this MOU, the Members hereby designate as their respective Member representatives the persons named in Exhibit B. The designated Member representatives, or their respective designees, will administer the terms and conditions of this MOU on behalf of their respective Member.

(e) Relationship of the Members. The Members are, and will at all times remain as to each other, wholly independent entities. No Member to this MOU will have power to incur any debt, obligation, or liability on behalf of any other Member unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Member will be deemed for any purpose whatsoever to be an agent, employee, or officer of another Member.

(f) Binding Effect. This MOU is binding upon, and will inure to the benefit of the respective successors, heirs, and assigns of each Member; provided, however, no Member may assign its respective rights or obligations under this MOU without prior written consent of the other Members.

(g) 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 Members. For purposes of this subsection, a Member will be considered delinquent if that Member fails to timely pay an invoice as required by Section 5(a), withdraws pursuant to Section 9(b), or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 8.

(h) Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(i) Severability. If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(j) Entire Agreement. This MOU constitutes the entire agreement of the Members with respect to the subject matter hereof.

(k) Waiver. Waiver by any Member to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant. Waiver by any Members to any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(1) No Presumption in Drafting. All Members have been represented by legal counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the Members and must be rectified by amending this MOU as described in Section l0(g).

(l) Counterparts. This MOU may be executed in counterparts, which together will constitute the same and entire MOU.

(m) Corporate Authority. The person(s) executing this MOU on behalf of each of the Members represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this MOU on behalf of such Member, (iii) by so executing so Member is formally bound to the provisions of this MOU, and (iv) the entering into this MOU does not violate any provision of any other agreement to which such party is bound.

IN WITNESS WHEREOF, each of the Members have caused this MOU to be executed and attested by its duly authorized officers as of the dates set forth below.

PALOS VERDES ESTATES

_____

Dated: _____ By: Victoria Lozzi, Mayor

APPROVED AS TO FORM

_____

Dated: _____ By: Trevor Rusin, City Attorney

Dated: _____ ATTEST:

_____
Tameka Cook, City Clerk

RANCHO PALOS VERDES

_____

Dated: _____ By: , Mayor

APPROVED AS TO FORM

_____

Dated: _____ By: , City Attorney

ROLLING HILLS

Dated: _____

_____
By: Jeff Pieper, Mayor

ATTEST:

_____
By: Christian Horvath, City Clerk

APPROVED AS TO FORM

Dated: _____

_____
By: Patrick Donegan, City Attorney

ROLLING HILLS ESTATES

_____

Dated: _____ By: Debby Stegura, Mayor

APPROVED AS TO FORM

_____

Dated: _____ By: Donald M. Davis, City Attorney

EXHIBIT A

BLACK AND VEATCH COST PROPOSAL: $250,672

COST ALLOCATION FORMULA FOR PROJECT PROPOSAL AMOUNT (25% GRANT SHARE): $62,668		
Member	**Percentage**	**Cost Share**
City of Palos Verdes Estates	20%	$12,553
City of Rancho Palos Verdes	60%	$37,600
City of Rolling Hills	7%	$4,386
City of Rolling Hills Estates	13%	$8,146

EXHIBIT B

CITY ADDRESSES

Kerry Kallman, City Manager
City of Palos Verdes Estates
340 Palos Verdes Drive West
(310) 378-0383
Fax: (310) 378-7820

Karina Banales, City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
(310) 377-1521

Greg Grammer, City Manager
City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274
(310) 377-1577
Fax: (310) 377-4468

Ara Mihranian, City Manager
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275
(310) 544-5203
Fax: (310) 544-5293

Agenda Item No.: 15.A
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **SAMANTHA CREW, MANAGEMENT ANALYST**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **RECEIVE AND FILE A PUBLIC SAFETY AND EMERGENCY PREPAREDNESS UPDATE**

DATE: **February 10, 2025**

BACKGROUND:
Ensuring public safety is a primary consideration for the City. The following highlights recent efforts related to utility shutoffs and ongoing work to better prepare the City and the public for disasters. The City's responsibilities include managing and advancing the Emergency Operations Center (EOC), conducting EOC training, maintaining alert and warning systems, coordinating with first responders and multiple jurisdictions, supporting the Block Captain Program, and promoting fire fuel education. Preserving life and property remains at the core of this critical work.

DISCUSSION:

The following details the City's current efforts in disaster response and readiness. By presenting a comprehensive Public Safety and Emergency Preparedness Report, the City can effectively allocate resources, identify areas for improvement and enhance the community's overall resilience to local hazards. The City has the benefit of collaborating on public safety issues with other Palos Verdes Peninsula cities and works hand-in-hand with the first responders to ensure all partners are actively engaged. This monthly report disseminates timely updates and looks ahead to future goals.

Utility Shutoffs
Over the course of five months, specific areas of Rolling Hills have continued to experience natural gas and power shutoffs due to land movement concerns raised by utility companies. As of October 2024, the City was informed that 12 properties might have power restored, pending permits and inspections. In January 2025, Southern California Edison (SCE) met with City staff and Councilmember Mirsch to discuss solutions identified by the utility company to re-energize all affected properties in Rolling Hills. SCE requires properties to pass electrical

inspections conducted by its own inspectors, as well as structural inspections performed by Los Angeles County Building and Safety (LACBS) or Willdan, as conditions for re-energization. The City has been cooperating with SCE by providing the necessary permitting information. To support impacted residents, the City has waived permit fees and expedited the permitting process to ensure power can be restored as quickly as possible for those who wish to proceed. The City will continue to work with the utility companies to restore gas and power to affected residents.

Re-energization

The City continues to host coordination meetings with its utility partners. Objectives for these meetings include receiving detailed updates and keeping the utility companies on task to find solutions to the power shutoffs. Recently, with the promise of power restoration from SCE, staff frequently meet with LACBS and Willdan to verify inspections are underway, and residents are receiving expedited services.

Community Dinners

On January 30, the City hosted a community dinner for residents impacted by the utility shut-offs. The meal was provided by Bettolino Kitchen in Torrance. The Women's Community Club of Rolling Hills prepared desserts, and the Rolling Hills Community Association generously offered water and coffee. The Block Captains assisted with setup, serving, and cleanup. The City appreciates the generosity of everyone who assisted in this event.

Recent Fire Events

On January 7, 2025, a fire broke out in the Pacific Palisades. The fire quickly expanded, and evacuations became necessary due to the rapid wind-driven event. Later that day, the Eaton fire broke out, and then the Hurst fire. These fires were among the most destructive fires in California history, according to Cal Fire. While there were other LA County fires during this time period, the currently available January 2025 windstorm and wildfires incident summaries are as follows:

Palisades Fire
Acreage burned – 23,448
Destroyed Structures - 6,837
Fatalities - 12

Eaton Fire
Acreage burned – 14,021
Destroyed Structures – 9,418
Fatalities - 17

Hughes Fire
Acreage burned – 10,425

Given that Rolling Hills is located in a Very High Fire Hazard Severity Zone (VHFHSZ), designated by the California Department of Forestry and Fire Protection, the City has been on high alert following the devastating fires in the northern part of the county. City staff, Public Safety partners and the other peninsula cities are in constant contact and addressing concerns as they arise.

CITY PROGRAMMING

Quarterly Fire Fuel Meeting

On January 30, 2025, City staff held its quarterly Fire Fuel Meeting. Representatives from the Los Angeles County Fire Department (LACFD), Agricultural Commissioner/Weights and Measures, SCE, Palos Verdes Peninsula Land Conservancy (PVPLC) and the Los Angeles County Forestry Division/Brush Clearance Defensible Space Unit were in attendance. The meeting served as an introductory opportunity for Management Analyst Samantha Crew, who will take the lead for the meetings after the departure of the City's Planning and Community Services Director.

At the January meeting, the PVPLC discussed the results from work that had been completed to expand the clearance area, adjacent to Quailridge Road South, Running Brand Road, and led into the preserve. The contracted work has been beneficial in the reduction of fire fuel, creating fire breaks beyond the required 200 feet from any structures. PVPLC removed dry brush, hazardous trees and shrubs and invasive weeds such as non-native black mustard. The now-expired two-year contract broke the seed bank, and there was a big decrease in the return of the mustard plant. Additional benefits are the appearance of more native flowers like milkweed and other wildflowers which is good for Monarch Butterflies, native and endangered bird species like Gnat Catchers, Cactus Wren and general habitat restoration.

LACFD Battalion Chief Butorovich discussed the Fire Department's strategies for the upcoming 2025 Brush Clearance inspections. It is anticipated that there will be a high volume of re-inspections this season due to the department's commitment to issuing non-compliance notifications if standards are unmet during the initial inspection.

Prohibited Hazardous Plants and Trees

The Rolling Hills Municipal code 8.30.015 states that no person shall plant on any property, place or area within the boundaries of the City any of the following plants and trees: pine; pampas grass; palm; juniper; acacia (shrub); eucalyptus; cedar; cypress; and Italian cypress. Any such new planting of pine, pampas grass, palm, juniper, acacia (shrub), eucalyptus, cedar, cypress, and Italian cypress is hereby declared to be a public nuisance.

Home Hardening

In collaboration with the LACFD, the Block Captain Program has constructed five (5) comprehensive and educational videos on how to properly harden homes against wildfires. In preparation for the dry season, it is more important, now than ever before, to be prepared and informed of how to execute proper fire prevention safety measures. A link to the videos is available at Rolling-Hills.org

Palos Verdes Peninsula Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)

Rolling Hills Estates is lead agency in the collaborative update of the all-hazards MJHMP that consist of six jurisdictions PVE, RPV, RHE, RH and two Geologic Hazard Abatement Districts: Klondike Canyon Geologic Hazard Abatement District and Abalone Cove Landslide Abatement District. An Ad-Hoc Committee consisting of one City Council member from each City will participate throughout the development of the plan. Interviews are currently being scheduled with consultants who can perform all necessary work required for the preparation and adoption of the MJHMP in full conformance with the requirements of the Disaster Mitigation Act of 2000, 44 CFR 201.6 and the most current FEMA Local Mitigation Plan Guidelines.

EMERGENCY PREPAREDNESS

Winterization

Sandbags are a simple and effective way to prevent or reduce flood damage from rain. They can be used to divert water around buildings, protect doors and windows and prevent erosion. Sandbag supplies are available to Rolling Hills residents, free of charge, at the following locations:

- The RHCA parking lot
- Fire Station 56
- Please be prepared to fill the bags and load them yourself.

Alert and Warning

The City of Rolling Hills practices the use of multiple communication systems to ensure critical information reaches residents. Alert SouthBay is a trusted source for emergency information. It is recommended for residents to sign up for alerts by texting RHalert to 888-777 or visiting alertsouthbay.com.

The City's Outdoor Emergency Sirens are operational in the event of an evacuation order. The vendor, HQE, attended the City Council meeting on January 27, 2025 and confirmed their intent to meet contractual obligations. The company has offered, at no cost to the City, extra poles and speakers, if needed, to ensure audibility throughout Rolling Hills. HQE will reconfigure the outdoor siren system in February and add an additional speaker to the Fire Station 56 siren pole. The added speaker will be directed towards the Flying Triangle portion of the City.

Following the work, staff will coordinate a siren test to be performed several days later. Residents will receive notification of the test via Alert SouthBay and Dwelling Live. In efforts to collect sound propagation data, HQE will perform the siren test at 7:30 A.M. when much of the community is at home.

HQE has awarded the City of Rolling Hills a Community SAFE Grant (CSG). The CSG package is the installation of the SAFE Network System, a public safety communications network designed to operate independently of cellular or AC power. The system ensures uninterrupted communication between City leadership and residents when traditional communication methods fail. The SAFE Network System uses advanced radio frequency technology to maintain reliable communication. The open market value of the grant equates to over $30,000. Included in the grant, HQE is also offering at-cost pricing for up to 2100 Indoor SAFE Units, allowing residents to benefit from the significantly reduced cost. Altogether the total value of the Community SAFE Grant is over $65,000 in public safety enhancements.

Wireless Emergency Alerts (WEA) are emergency messages, usually 90 characters or less, sent directly to your phone by authorized government alerting authorities through mobile carriers. There are three types of warnings that will trigger a WEA alert. They are Presidential Alerts, Imminent Threat Alerts, and Amber Alerts. It is recommended that residents not opt out of receiving these potentially life-saving messages.

ADDITIONAL INFORMATION

Block Captains
Block Captains meet quarterly in the City Council Chambers. The meetings are streamed live on the City's website: www.rolling-hills.org. Many neighborhoods are without a Block Captain, so consider joining and becoming an important part of the community.

See Something, Say Something
The City continues to remind residents that if they See Something, Say Something. This pertains to utility concerns, fire, and public safety. Residents should call 911 in an emergency.

Reporting Water Leaks to Cal Water
Cal Water has seen an increase in pipe leaks with customer private water lines and other utility lines. Residents should report water leaks to 310-257-1400.

Palos Verdes Peninsula Emergency Readiness

- Alert SouthBay:
  Staff continues to promote Alert South Bay and are having residents sign up for Alerts by texting "RHalert" to 888-777 or registering at AlertSouthBay.com
- Know Your Zone:
  The *Know Your Zone* maps are utilized by local public safety agencies (Sheriff and Fire departments), as well as the Peninsula cities, to prepare residents in the event of an evacuation. In urgent situations, when an evacuation need arises, residents and visitors are provided with timely, critical information for impacted zones. Knowing your zone is very important to the evacuation process. If there is a wildfire or emergency, navigating the *Know Your Zone* map can help determine residents next steps in emergency incidents affecting where they live, work, and play. More information is available at: PVPReady.gov.
- Planning for Evacuation:
  Residents are asked to consider the items in their homes and determine which of them are important. If residents had twenty minutes to evacuate, what would they grab first? Residents should consider their vehicle size and write a list of belongings that would take priority. If an emergency were to occur being prepared could save time when time is critical. Video contents of one's home in detail for insurance purposes, before it is time to evacuate.
- Equine Preparedness: If evacuation warnings are issued, it is important for horse owners to exit the City early. Practice loading horses before an emergency and ensure that emergency contact information is on each halter.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 (B)(1)**
TITLE: CITY MANAGER

DATE: **February 10, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

Agenda Item No.: 16.B
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)**
a. NAME OF CASE: CONNIE ANDERSEN, ET AL. V. CALIFORNIA WATER COMPANY, ET AL. (SEAVIEW CASE) CASE NO.: 24STCV20953

DATE: **February 10, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.C
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 (TWO CASES) CPUC COMPLAINTS AGAINST SOUTHERN CALIFORNIA EDISON AND SOCAL GAS**

DATE: **February 10, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.D
Mtg. Date: 02/10/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)**

DATE: **February 10, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS: