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, August 26, 2024** | **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. 1378 *Next Ordinance No. 385*

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 AUGUST 26, 2024

RECOMMENDATION: Approve.
CL_AGN_240826_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: AUGUST 12, 2024 SPECIAL FIELD TRIP MEETING; AUGUST 12, 2024 REGULAR MEETING; AUGUST 20, 2024 SPECIAL MEETING
RECOMMENDATION: Approve as presented.
CL_MIN_240812_CC_FT_F.pdf
CL_MIN_240812_CC_F.pdf
CL_MIN_240820_CC_Special_F.pdf

8.D. PAYMENT OF BILLS
RECOMMENDATION: Approve as presented.
CL_AGN_240826_CC_PaymentOfBills_E.pdf

8.E. REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR JULY 2024
RECOMMENDATION: Receive and file.
VC_REP_240820_July_TonnageReport.pdf
VC_REP_240820_July_C&D Report.pdf
VC_REP_240820_July_CallLog_Redacted.pdf
VC_REP_240822_July_City_ComplaintsList_Redacted.pdf

8.F. RECEIVE AND FILE AN ACTION TAKEN BY THE TRAFFIC COMMISSION ON SUPPLEMENTAL TRAFFIC ENFORCEMENT PROVIDED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR FISCAL YEAR 2024-25
RECOMMENDATION: Receive and file the Traffic Commission's action and memorialize the FY 2024-25 program costs from the LA County Sheriff's Department.
CA_AGR_LACo_Sheriff_FY 24-25_SupplementalTrafficEnforcement_D.pdf
CA_AGR_LACo_Sheriff_FY 24-25_SupplementalTrafficEnforcement_240725_PC_StaffReport.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

12.A. APPROVE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) FOR ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR HARBOR TOXINS TOTAL

MAXIMUM DAILY LOADS (TMDL)
RECOMMENDATION: Approve as presented.
PW_STW_240826_HT_TMDL_Amendment No.1 Harbor Toxic Pollutants.pdf
PW_STW_240408_HT_HarborToxinsCostShareAgendaPackage.pdf

13. NEW BUSINESS

13.A. ADOPT RESOLUTION NO. 1374, APPROVING THE TRANSFER AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR SAFE CLEAN WATER MUNICIPAL PROGRAM FUNDS (MEASURE W)
RECOMMENDATION: Approve as presented.
PW_STW_240826_TA_THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.pdf
ResolutionNo1374_SCWTransferAgreement.pdf

13.B. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE BERGEMAN GROUP TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR CONSTRUCTION OF THE TENNIS COURT ADA IMPROVEMENT PROJECT AT A NOT-TO-EXCEED FEE OF $103,950
RECOMMENDATION: Approved as presented
CA_AGR_240826_BergemanGroup_TC-ADA_F.pdf
CA_AGR_240812_BergemanGroup_Proposal_TC-ADA.pdf

14. MATTERS FROM THE CITY COUNCIL

14.A. RECEIVE AND FILE AN UPDATE REGARDING PROGRESS ON THE EMERGENCY OUTDOOR SIREN NOTIFICATION SYSTEM PROJECT SINCE JUNE 12, 2023 (MAYOR MIRSCH)
RECOMMENDATION: Receive and file.
Attachment A - PS_EMP_240811_HQE_InteractiveEmergMgmtTrainingServices.pdf
Attachment B - PS_EMP_240811_HQE_PublicOutreachServices.pdf
Attachment C - PS_EMP_240811_HQE_DevelopmentServices.pdf

14.B. CONSIDERATION AND POSSIBLE ACTION TO AMEND RESOLUTION NO. 1304, A REIMBURSEMENT AND EXPENSE POLICY IN ACCORDANCE WITH GOVERNMENT CODE 53232.2 AND 53232.3 (MAYOR MIRSCH)
RECOMMENDATION: Provide direction to staff.
ResolutionNo1304_AB1234_ReimbursementPolicyUpdate_A_E.pdf

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE SECOND QUARTER OF 2024 (APRIL 1 TO JUNE 30)
RECOMMENDATION: Receive and file.
ATTACHMENT 1: CE_QRP_2024_Q2_240812_CC_CE_ClosedCases.pdf
ATTACHMENT 2: CE_QRP_2024_Q2_240812_CC_CE_OpenedCases.pdf
ATTACHMENT 3: CE_QRP_2024_Q2_240812_CC_CE_AllOpenCases.pdf

16. RECESS TO CLOSED SESSION

16.A. CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(2) AND (E)(3)THE CITY COUNCIL FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION.NUMBER OF POTENTIAL CASES: (23) (GOVERNMENT CLAIMS ACT FORM SUBMITTED BY VARIOUS PROPERTY OWNERS IN RANCHO PALOS VERDES AGAINST THE CITY OF ROLLING HILLS ALLEGING DAMAGE TO PROPERTY)
RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, September 9, 2024 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.

Agenda Item No.: 8.A
Mtg. Date: 08/26/2024

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 AUGUST 26, 2024**

DATE: **August 26, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_240826_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 2367 **Meeting Date**: 8/26/2024

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF AUGUST 26, 2024

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	AUGUST 26, 2024 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: August 23, 2024

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 08/26/2024

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: **August 26, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 08/26/2024

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: AUGUST 12, 2024 SPECIAL FIELD TRIP MEETING; AUGUST 12, 2024 REGULAR MEETING; AUGUST 20, 2024 SPECIAL MEETING**

DATE: **August 26, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_240812_CC_FT_F.pdf
CL_MIN_240812_CC_F.pdf
CL_MIN_240820_CC_Special_F.pdf

Minutes
Rolling Hills City Council
Monday, August 12, 2024
Special Field Trip Meeting 7:30 a.m.
23 Crest Road East

1. CALL TO ORDER

The City Council of the City of Rolling Hills met at 23 Crest Road East on the above date at 7:33 a.m. Mayor Mirsch presiding.

2. ROLL CALL

Councilmembers Present:	Wilson, Dieringer, Mayor Pro Tem Pieper, Mayor Mirsch
Councilmembers Absent:	Black
Staff Present:	Karina Bañales, City Manager
	John Signo, Planning & Community Services Director
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	Stephanie Grant, Assistant Planner

Public Present: Abas Goodarzi, Melissa McNabb, Heidi Mackenbach, John Mackenbach Clint Patterson, Richard Boos Charlie Raine, Pia Raine, Kathleen Hughes, Terry Rhodes, Kathleen Hughes, Nadine Bobit, Annie Occhipinti, Lon Clearwaters, Hanna Carlson, Heidi Stager

Applicant Representatives present: Frank Escher, David Ramus, Ravi Gunenardena

3. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

4. PUBLIC HEARING FIELD TRIPS

4.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL SPECIAL MEETING OF AUGUST 12, 2024

No action was taken.

4.B. ZONING CASE NO. 23-070: SITE PLAN REVIEW TO DEVELOP A VACANT LOT INCLUDING NON-EXEMPT GRADING AND THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE WITH BASEMENT, RETAINING WALLS EXCEEDING A HEIGHT OF 3 FEET (UP TO A MAXIMUM HEIGHT OF 5 FEET), DRIVEWAY WITH PORTIONS THAT EXCEED A WIDTH OF 20 FEET, AND OTHER IMPROVEMENTS; CONDITIONAL USE PERMITS FOR CONSTRUCTION OF A STABLE, CORRAL, DETACHED TRELLIS, AND GUEST HOUSE; AND VARIANCES TO ALLOW THE STABLE, CORRAL, SWIMMING POOL, AND RETAINING WALLS TO ENCROACH INTO THE FRONT YARD, ALLOW A PORTION OF THE CORRAL TO ENCROACH INTO THE FRONT YARD SETBACK, CONSTRUCT RETAINING WALLS EXCEEDING THE MAXIMUM AVERAGE HEIGHT OF TWO-AND-ONE-HALF FEET, CONSTRUCT A BASEMENT WITH A PORTION EXTENDING BEYOND THE BUILDING WALLS OF THE RESIDENCE, CONSTRUCT DECKS/PATIOS MORE THAN ONE FOOT ABOVE GRADE, AND ALLOW GRADING EXPORT FOR A PROPERTY LOCATED AT 23 CREST ROAD EAST, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 132A-MS) (OGASAWARA)

Motion by Council member Dieringer, seconded by Councilmember Wilson to open the Public Hearing.

Motion carried unanimously with the following vote:

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

Presentation by Planning & Community Services Director John Signo

Councilmember Black arrived at 7:42 a.m.

Public Comment: Abas Goodarzi, Melissa McNabb, Heidi Mackenbach, Clint Patterson, Charlie Raine, Kathleen Hughes, Richard Boos

Councilmember Pieper left at 8:35 a.m.

Mayor Mirsch continued the Public Hearing to Monday, August 14, 2024 at 7 p.m. Without objection, so ordered.

8. ADJOURNMENT: 9:04 A.M.

The meeting was adjourned at 9:04 a.m on August 12, 2024. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, August 12, 2024 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,

_____
Leah Mirsch, Mayor

Minutes
Rolling Hills City Council
Monday, August 12, 2024
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 7:01 p.m. Mayor Mirsch presiding.

2. ROLL CALL

Councilmembers Present:	Wilson, Black, Dieringer, Pieper, Mayor Mirsch
Councilmembers Absent:	None
Staff Present:	Karina Bañales, City Manager
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	John Signo, Planning & Community Services Director
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Councilmember Dieringer

4. PRESENTATIONS / PROCLAMATIONS / ANNOUNCEMENTS

City Manager Bañales introduced Max Amir who provided a short presentation focused on his five-week City internship with an emphasis in Emergency Preparedness. A certificate of completion was presented to Max.

5. APPROVE ORDER OF THE AGENDA

Motion by Councilmember Black, seconded by Mayor Pro Tem Pieper to approve the order of the agenda. Motion carried unanimously with the following vote:

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Dieringer, seconded by Councilmember Black to receive and file Blue Folder Items 7A and 11A. Motion carried unanimously with the following vote:

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Arun Bhumitra, Arlene Honbo, Judith Haenel.

Councilmember Black requested an update on the Emergency Siren project based on public comment. Staff provided a brief update. Mayor Mirsch requested that a formal update be agendized for the August 26, 2024 meeting.

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JULY 22, 2024

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: JULY 22, 2024 REGULAR MEETING

8.D. PAYMENT OF BILLS

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

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

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

9. EXCLUDED CONSENT CALENDAR ITEMS – NONE

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS

11.A. ZONING CASE NO. 23-070: SITE PLAN REVIEW TO DEVELOP A VACANT LOT INCLUDING NON-EXEMPT GRADING AND THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE WITH BASEMENT, RETAINING WALLS EXCEEDING A HEIGHT OF 3 FEET (UP TO A MAXIMUM HEIGHT OF 5 FEET), DRIVEWAY WITH PORTIONS THAT EXCEED A WIDTH OF 20 FEET, AND OTHER IMPROVEMENTS; CONDITIONAL USE PERMITS FOR CONSTRUCTION OF A STABLE, CORRAL, DETACHED TRELLIS, AND GUEST HOUSE; AND VARIANCES TO ALLOW THE STABLE, CORRAL, SWIMMING POOL, AND RETAINING WALLS TO ENCROACH INTO THE FRONT YARD, ALLOW A PORTION OF THE CORRAL TO ENCROACH INTO THE FRONT YARD SETBACK, CONSTRUCT RETAINING WALLS EXCEEDING THE MAXIMUM AVERAGE HEIGHT OF TWO-AND-ONE-HALF FEET, CONSTRUCT A BASEMENT WITH A PORTION EXTENDING BEYOND THE BUILDING WALLS OF THE RESIDENCE, CONSTRUCT DECKS/PATIOS MORE THAN ONE FOOT ABOVE GRADE, AND ALLOW GRADING EXPORT FOR A PROPERTY LOCATED AT 23 CREST ROAD EAST, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 132A-MS) (OGASAWARA)

Councilmember Black requested that all public comment be limited to five minutes per person. Mayor Mirsch and the City Council briefly deliberated and concurred.

Presentation by Presentation by Planning & Community Services Director John Signo

Public Comment: LA County representatives: Anthony Wong, Thanhhy To
Applicant representatives: Yuki Ogasawara, Frank Esher
Kathleen Hughes, Arlene Honbo, Charlie Raine, Ron Montalto, Abas Goodarzi,
Paul Rajewski, Alfred Visco, Dustin McNabb, John Mackenbach, Lynne Macer-Rhodes

Motion by Mayor Pro Tem Pieper, seconded by Councilmember Black to continue the Public Hearing to a date uncertain. Motion carried unanimously with the following vote:

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

11.B. A HEARING REGARDING A NUISANCE ABATEMENT AT 6 SADDLEBACK ROAD (LOT 18-RH), AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DECLARING THE CONDITION OF THE PROPERTY TO BE A PUBLIC NUISANCE AND ORDERING THE ABATEMENT THEREOF

Presentation by Planning & Community Services Director John Signo

Public Comment: Stephen Birkett

Motion by Mayor Pro Tem Pieper, seconded by Councilmember Black to adopt Resolution No. 1375 declaring the condition to constitute a public nuisance and ordering the abatement thereof. Motion carried with the following vote:

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

Mayor Pro Tem Pieper requested that the City Council reevaluate the nuisance ordinance.

12. OLD BUSINESS – NONE

13. NEW BUSINESS

13.A. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH S&K CONSULTING SERVICES TO PROVIDE AN ENGINEERING DESIGN FOR CONSTRUCTION OF A DUAL-FUEL EMERGENCY GENERATOR ON THE CITY HALL CAMPUS AT A NOT-TO-EXCEED FEE OF $54,879

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

Public Comment: Alfred Visco

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

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

14. MATTERS FROM THE CITY COUNCIL

14.A. CONSIDERATION AND POSSIBLE ACTION AUTHORIZING THE MAYOR TO SIGN A LETTER IN OPPOSITION TO SENATE BILL 610 (WIENER), FIRE PREVENTION AND LOCAL DISCRETIONAL REVIEW

Presentation by City Manager Karina Bañales

Motion by Councilmember Black, seconded by Mayor Pro Tem Pieper to authorize the Mayor to send a letter in opposition. Motion carried unanimously with the following vote:

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

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE SECOND QUARTER OF 2024 (APRIL 1 TO JUNE 30)

Mayor Mirsch continued the item to the next meeting. Without objection, so ordered.

City Clerk / Executive Assistant to the City Manager Christian Horvath reported that the filing period for the November 5, 2024 general municipal election had ended on Friday, August 9, 2024. Only two candidates had pulled papers, filed and been certified as nominated by the LA County Registrar Recorder / County Clerk. The two nominees are the current office holders, Jeff Pieper and Bea Dieringer.

Clerk Horvath explained the CA Election Code requirements for potentially canceling an election and nominating the two candidates would necessitate a special meeting held between August 20th and August 22nd. The Council briefly discussed their availability and settled on a special meeting to be held on Tuesday, August 20, 2024 at 7:30 a.m.

16. RECESS TO CLOSED SESSION – 10:52 P.M.

16.A. CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(2) AND (E)(3) THE CITY COUNCIL FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION.NUMBER OF POTENTIAL CASES: (21) (GOVERNMENT CLAIMS ACT FORM SUBMITTED BY VARIOUS PROPERTY OWNERS IN RANCHO PALOS VERDES AGAINST THE CITY OF ROLLING HILLS ALLEGING DAMAGE TO PROPERTY)

16.B. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION A CLOSED SESSION WILL BE HELD, PURSUANT TO GOVERNMENT CODE SECTION 54956.9(C) AND (D)(4) REGARDING THE DECISION OF WHETHER TO INITIATE LITIGATION (1 CASE)

17. RECONVENE TO OPEN SESSION – 11:44 P.M.

18. ADJOURNMENT: 11:44 P.M.

The meeting was adjourned at 11:44 p.m. on August 12, 2024. The next regular meeting of the City Council is scheduled to be held on Monday, August 26, 2024 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,

_____

Leah Mirsch, Mayor

Minutes
Rolling Hills City Council
Tuesday, August 20, 2024
Special Meeting 7:30 a.m.

1. CALL TO ORDER

The City Council of the City of Rolling Hills met in person on the above date at 7:30 a.m. Mayor Pro Tem Pieper presiding.

2. ROLL CALL

Councilmembers Present:	Black, Dieringer, Mayor Pro Tem Pieper
Councilmembers Absent:	Wilson, Mayor Mirsch
Staff Present:	Karina Bañales, City Manager
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Councilmember Dieringer

4. BLUE FOLDER ITEMS (SUPPLEMENTAL) – NONE

Councilmember Wilson arrived at 7:30 a.m.

5. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

6. CONSENT CALENDAR

6.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL SPECIAL MEETING OF AUGUST 20, 2024

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

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

7. NEW BUSINESS

7.A. ADOPT RESOLUTION NO. 1377 PROVIDING FOR THE APPOINTMENT OF BEA DIERINGER AND JEFF PIEPER TO THE OFFICES OF THE CITY OF ROLLING HILLS THAT WERE TO BE ELECTED ON TUESDAY, NOVEMBER 5, 2024

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

Motion by Councilmember Black, seconded by Councilmember Wilson to Adopt Resolution No. 1377 providing for the appointment of Bea Dieringer and Jeff Pieper to the offices of the City of Rolling Hills that were to be elected on November 5, 2024 and canceling the election. Motion carried unanimously with the following vote:

AYES: Wilson, Black, Dieringer, Mayor Pro Tem Pieper

NOES: None
ABSENT: Mayor Mirsch

8. MATTERS FROM THE CITY COUNCIL – NONE

9. MATTERS FROM STAFF – NONE

10. ADJOURNMENT: 7:32 A.M.

The meeting was adjourned at 7:32 a.m. on August 20, 2024. The next regular meeting of the City Council is scheduled to be held on Monday, August 26, 2024 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,

_____
Leah Mirsch, Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 08/26/2024

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: **August 26, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_240826_CC_PaymentOfBills_E.pdf

CITY OF ROLLING HILLS
AP25-003, ACH25-003
Check Run 08/21/2024

Check No.	Check Date	Payee	Description	Amount
028687	8/21/2024	Bennett Landscape	Gopher Control - January 2024	65.00
028687	8/21/2024	Bennett Landscape	Gopher Control - March 2024	75.00
028687	8/21/2024	Bennett Landscape	Sprinkler Repair - July 2024	180.30
028687	8/21/2024	Bennett Landscape	Tree Trimming - March 2024	8,010.00
CHECK TOTAL			**$ 8,330.30**	
028688	8/21/2024	Best Best & Krieger LLP	General Services-July 2024	4,525.00
028688	8/21/2024	Best Best & Krieger LLP	Legal Land Use - July 2024	570.00
CHECK TOTAL			**$ 5,095.00**	
028689	8/21/2024	California JPIA	Pollution Liability Ins FY24-25	500.00
028690	8/21/2024	Southern California News Group	Cancel Election Public Notice-August 2024	474.12
028691	8/21/2024	LA County Sheriff's Department	July 2024 LMT Traffic Enforcement Special Event	2,856.56
028692	8/21/2024	McGowan Consulting	Municipal Stormwater Consulting Services-July 2024	5,815.30
028693	8/21/2024	MV CHENG AND ASSOCIATES	Monthly Accounting Services - July 2024	8,137.50
028694	8/21/2024	NV5, INC.	July 2024 Services- CORH-22-11241 Flow Monitoring	1,207.98
028695	8/21/2024	On Time Delivery	Courier Service to LA Cty Recorder	150.00
028696	8/21/2024	PVS, Inc.	Security Alarm for September 2024	168.00
028697	8/21/2024	Stephens Plumbing Heating & Air	City Hall Water Leak Repair	1,529.00
028698	8/21/2024	Thomas Heater	Zoning Code #24-012 C&D P#923 74 Saddleback Road	1,000.00
028699	8/21/2024	VCI Construction	Crest Rd UU DR4344-PJ0526-20C Construction	59,896.00
028700	8/21/2024	Wildlife Specialist and Consultant	Coyote Trapping at Willamsburg - July 2024	1,000.00
028701	8/21/2024	Willdan Inc.	July 2024 - Bldg Plan Check/Permit	1,555.00
028701	8/21/2024	Willdan Inc.	Professional Services - July 2024 Project 105238.00	1,338.75
CHECK TOTAL			**$ 2,893.75**	
ACH-606	8/18/2024	Abila	Monthly Accounting Software from 08-18-24 to 09-17-	349.67
ACH-607	8/1/2024	CalPERS	PERS Health Premium for August 2024	14,974.34
ACH-608	8/6/2024	CalPERS	CalPERS Retirement Payroll Ending 08-06-24	4,060.01
ACH-609	7/26/2024	California Water Service Co.	Water Usage 06-27-24 to 07-26-24 RANCHO#74654	504.89
ACH-610	7/26/2024	California Water Service Co.	Water Usage 06-27-24 to 07-26-24 ROLLING#54654	2,028.07

ACH-611	8/6/2024	The Gas Company	Gas usage from 07-05-24 to 08-06-24	22.02
ACH-612	7/31/2024	Pitney Bowes	Postage for July 2024	1,009.75
ACH-613	8/6/2024	Vantagepoint Transfer Agents -	Deferred Comp Contributions PR Ending 08-06-24	1,891.87
PR LINK	8/9/2024	PR LINK - Payroll & PR Taxes PR#16	Payroll Processing Fee PR#16_07/24/24 - 08/06/24	63.22
PR LINK	8/9/2024	PR LINK - Payroll & PR Taxes PR#16	Pay Period PR#16_07/24/24 - 08/06/24	22,336.30
REPORT TOTAL				**146,293.65**

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
$ 146,293.65 for the payment of above items.

Karina Banales, City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 08/26/2024

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: **REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR JULY 2024**

DATE: **August 26, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
VC_REP_240820_July_TonnageReport.pdf
VC_REP_240820_July_C&D Report.pdf
VC_REP_240820_July_CallLog_Redacted.pdf
VC_REP_240822_July_City_ComplaintsList_Redacted.pdf

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE

2024

Year 2024
Franchise Y/N Y

Month		Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
	1	Greenwaste	79.86	79.86	-	100.00%
		Trash	247.10	-	247.10	0.00%
1 Total			326.96	79.86	247.10	24.43%
	2	Greenwaste	51.72	51.72	-	100.00%
		Trash	198.13	-	198.13	0.00%
2 Total			249.85	51.72	198.13	20.70%
	3	Greenwaste	53.42	53.42	-	100.00%
		Trash	199.60	-	199.60	0.00%
3 Total			253.02	53.42	199.60	21.11%
	4	Greenwaste	116.50	116.50	-	100.00%
		Trash	183.05	-	183.05	0.00%
		Trash - Free Residential Roll Off Bin	3.76	-	3.76	0.00%
4 Total			303.31	116.50	186.81	38.41%
	5	Greenwaste	101.62	101.62	-	100.00%
		Trash	180.98	-	180.98	0.00%
5 Total			282.60	101.62	180.98	35.96%
	6	Greenwaste	83.11	83.11	-	100.00%
		Trash	195.05	-	195.05	0.00%
		Trash - Free Residential Roll Off Bin	1.10	-	1.10	0.00%
		Greenwaste - Free Residential Roll Off Bin	2.30	2.30	-	100.00%
6 Total			281.56	85.41	196.15	30.33%
	7	Greenwaste	67.20	67.20	-	100.00%
		Trash	238.54	-	238.54	0.00%
		Greenwaste - Free Residential Roll Off Bin	5.32	5.32	-	100.00%
7 Total			311.06	72.52	238.54	23.31%
Grand Total			2,008.36	561.05	1,447.31	27.94%

CITY OF ROLLING HILLS NON-FRANCHISE
2024

Year 2024
Franchise Y/N N

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
1	Greenwaste	19.61	19.61	-	100.00%
	Recycle	0.27	0.04	0.23	15.00%
	Trash	59.97	-	59.97	0.00%
	Organics	0.16	0.10	0.06	61.71%
	C&D	4.27	3.43	0.84	80.24%
1 Total		84.29	23.18	61.11	27.50%
2	Greenwaste	16.94	16.94	-	100.00%
	Recycle	0.29	0.11	0.18	37.67%
	Trash	57.05	-	57.05	0.00%
	C&D	11.29	9.05	2.25	80.10%
2 Total		85.57	26.09	59.47	30.50%
3	Greenwaste	6.42	6.42	-	100.00%
	Recycle	0.22	0.08	0.13	38.48%
	Trash	35.05	-	35.05	0.00%
3 Total		41.69	6.50	35.19	15.60%
4	Greenwaste	11.07	11.07	-	100.00%
	Recycle	0.27	0.11	0.16	40.00%
	Trash	46.40	-	46.40	0.00%
4 Total		57.74	11.18	46.56	19.36%
5	Recycle	0.27	0.09	0.19	31.77%
	Trash	70.08	-	70.08	0.00%
	Organics	0.17	0.12	0.05	70.73%
	C&D	11.15	8.95	2.20	80.24%
5 Total		81.68	9.16	72.52	11.21%
6	Greenwaste	11.95	11.95	-	100.00%
	Recycle	0.21	0.07	0.13	36.18%
	Trash	45.24	-	45.24	0.00%
	Organics	0.16	0.12	0.04	73.76%
6 Total		57.56	12.14	45.42	21.09%
7	Greenwaste	8.71	8.71	-	100.00%
	Recycle	0.24	0.07	0.16	30.41%
	Trash	52.51	-	52.51	0.00%
	Organics	0.14	0.10	0.04	70.71%
7 Total		61.59	8.88	52.71	14.42%
Grand Total		470.11	97.13	372.99	20.66%

Republic Services
C&D Report

City of Rolling Hills
Reporting Period July-24

Disposal Site	Material	Loads Taken	Tons Collected
No C&D to Report			

Summary	
Row Labels	**Sum of Tons Collected**
(blank)	
Grand Total	

Republic Services Call Log Report

City: Rolling Hills

Year 2024

Month/Quarter 7

Summary of Calls by Type		
Final Call Final Call Type	**Sub-Type**	**Total**
2.Complaint	Escalation	39
	Complaint	1
2.Complaint Total		**40**
3.Missed Pick Up	Missed Trash - Residential	49
	Missed Yard Waste - Residential	29
	Missed Bulk Service	2
	Missed Recycle - Residential	11
3.Missed Pick Up Total		**91**
Grand Total		**131**

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
2.Complaint	Complaint	20240716-197496456	7/16/2024 16:50	(blank)	Cesar Verdugo	Pam Tansavatdi [redacted] called to report an issue. cx upset due to have not been service for the last 2 service days in a row, resolve asap. .	(blank)	RESI	9020003079	1	RESIDENT	24 OUTRIDER RD ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240703-196618760	7/3/2024 7:58	7/11/2024 14:02	Juan Pablo Casas Castro	David Cochran [redacted] called to report an issue. COMPLAINT ABOUT THE MISSED PICK UP AND WANTS TO HAVE THE REGULARSEVICE ON TIME.	The customer will be contacted to check on service.CK 071124 2:02 MST	RESI	9020003361	1	DAVID COCHRAN	7 ROUNDUP RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240703-196632959	7/3/2024 9:22	7/25/2024 9:48	Sharon Hill	Sam Zeim [redacted] called to report an issue. Mr. Zeim had a video experience were he has experienced a YW pick up that he states he has a video of the driver kicking bags andcursing with his children in his house and he is posting th is on social me	Already have address the incident	RESI	9020003303	1	CURRENT RESIDENT	17 CHUCKWAGON RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240706-196796745	7/6/2024 9:34	7/10/2024 13:53	Lashonda Dorn	Lawrence bellagamba [redacted] called to report an issue. cx says that driver isn't servicing that cart weekly , cx was missed for both days this week . can we please ensure service weekly . this issue happens with YW as well. .	The customer was contacted to verify service no answer will CB ,CK 070924 9:39 MST,2ND CB no answer CK 071024 1:52 MST	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240712-197228443	7/12/2024 8:27	7/24/2024 10:55	Pedro Barrera	Adrian Barnyard [redacted] called to report an issue. The customer is upset because her trash has not been serviced for the last 4 pickups. She has no issue with the recycling or YW. Her service is listed as back door service but the driver isn't gett	closed duplicate	RESI	9020003063	1	CURRENT RESIDENT	19 BOWIE RD ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
2.Complaint	Escalation	20240712-197244232	7/12/2024 10:10	7/12/2024 13:40	Yanko de Jesus Lara Bermudez	Edith Edith [redacted] called to report an issue. Cx hasinformed has not received service since 7/05 , requested to be reach at Phone # [redacted]	on route for monday..mb	RESI	9020003628	1	CURRENT RESIDENT	4 EUCALYPTUS LN ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240712-197252684	7/12/2024 11:07	7/19/2024 12:28	Kim Leyendecker	Lawrence bellagamba [redacted] called to report an issue. Trash was not serviced today. Neighbors were. This is doorservice. Driver left area without pick up and needs driver to return today. This customer was missed all last week. Cannot wait until	completed..ms	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240715-197329662	7/15/2024 8:51	7/30/2024 13:19	Pedro Barrera	Edith Cone [redacted] called to report an issue. The customer stated that none of her containers have been serviced since July 1st. Her carts have been at the curbside since. She wants them all emptied by the end of the day today. Can we please swing	service completed..ms	RESI	9020003628	1	CURRENT RESIDENT	4 EUCALYPTUS LN ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240715-197351686	7/15/2024 10:52	7/30/2024 13:19	amy schmidt	Yanela River [redacted] called to report an issue. The customer states she has not had service in 3 weeks, for all assets: Solid waste, Recycling, Yard waste. She has been calling the city to report the missed pickups. None has been reported on our en	service completed..ms	RESI	9020003498	1	CURRENT RESIDENT	63 CREST RD E ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240716-197465459	7/16/2024 12:02	8/2/2024 14:13	Tiffany Chambers	Lawrence bellagamba [redacted] called to report an issue. Customer has had continuous missed pickups and would like it fixed please call customer.	already 2 pending notes for the sup..mb	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
2.Complaint	Escalation	20240719-197725730	7/19/2024 14:36	(blank)	Rechelle Bradford	Nancy black [redacted] called to report an issue. on going issue with the service the cust has 10 days worth of trash. the container is in a shed and that is where its always been service . pls resolve asap .	(blank)	RESI	9020003351	1	CURRENT RESIDENT	39 CHUCKWAGON RD ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240723-197868834	7/23/2024 8:27	(blank)	Cesar Verdugo	Nancy black [redacted] called to report an issue. cx upset due to still not getting service as she should, resolve asap.. trash is in the shed attached to the house.	(blank)	RESI	9020003351	1	CURRENT RESIDENT	39 CHUCKWAGON RD ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240723-197874864	7/23/2024 9:02	(blank)	Brooke Webb	Sam Zeim [redacted] called to report an issue. The customer stated that he spoke w/ ops mrg Tanasha who advised him that he would receive a courtesy yw container but he had not yet received it. Can we please have someone reach out to the customer? He	(blank)	RESI	9020003303	1	CURRENT RESIDENT	17 CHUCKWAGON RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240723-197901146	7/23/2024 11:40	(blank)	Tiffany Chambers	Amy josefek [redacted] called to report an issue. customer calle din with request cust stated that she has two driveways and would like for us to pickup yw at the east field driveway this is a corner prop its also mark as 2 chuckwagon as well . pls ca	(blank)	RESI	9020003273	1	CURRENT RESIDENT	2 CHUCKWAGON RD ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240723-197910823	7/23/2024 12:40	(blank)	Kathleen Sironel	Larry Bellagamba [redacted]. Customer is very upset and has been missed the last 3 weeks and this is regular service day today and still no resolution. He has had a lot of escalations and missed pickups scheduled on his account. Are we able to ensure	.	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
2.Complaint	Escalation	20240724-197976423	7/24/2024 9:48	(blank)	Tiana Woods	Kimberly Stone [redacted] called to report an issue. client advised me of ongoing issue with yw mpu - is calling back in to confirm pick up asap container is full and others in the area were not picked up as well .	(blank)	RESI	9020003692	1	CURRENT RESIDENT	9 JOHNS CANYON RD ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240724-197987159	7/24/2024 10:59	(blank)	Judeana Patton	Adrian Barnyard [redacted] called to report an issue. DO NOT CLOSE THIS SERVICE RECORDING The customer reported the trash service was missed on 7/25. She states the service is missed frequently & she now has an issue with ants. Can a driver service th	(blank)	RESI	9020003063	1	CURRENT RESIDENT	19 BOWIE RD ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240725-198055093	7/25/2024 8:40	8/1/2024 15:46	Joe Tucker	dara cafiero [redacted] called to report an issue. cx needs trash picked up asap she was scheduled yesterday for a pick up and is wondering why she was missed twice plz pick upasap. service completed ..ms	service completed ..ms	RESI	9020003105	1	RESIDENT	10 PACKSADDLE RD W ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240725-198085762	7/25/2024 12:04	8/1/2024 15:46	Tiana Woods	Edith Cone [redacted] called to report an issue. client advised me of ongoing mpu with all containers - needs pick asap if possible . Advised me one service this month service completed ..ms	service completed ..ms	RESI	9020003628	1	CURRENT RESIDENT	4 EUCALYPTUS LN ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240725-198111000	7/25/2024 16:21	(blank)	Arnulfo Contreras Miranda	nina turpanger [redacted] called to report an issue. trash was missed again today .	(blank)	RESI	9020003147	1	NINA & GARY TURPANJIAN	25 BUGGY WHIP DR ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
2.Complaint	Escalation	20240726-198136499	7/26/2024 8:23	(blank)	Rechelle Bradford	STEVEN WINESTEIN [redacted] called to report an issue. DRVR TOLD THE CUST THAT HE WOULD COME BACK TO TAKE THE Unlimited personal containers, weighing no more than 60 lbs ON 7/25 PLEASE COMPLETE AND RESOLVE THIS ISSUE ..	(blank)	RESI	9020003006	1	RESIDENT	17 MIDDLERIDGE LN S ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240726-198137970	7/26/2024 8:33	(blank)	Ivonne Alicia Garci Santos	nina turpangen [redacted] called to report an issue. Customer haven't received the service for yard waste.	(blank)	RESI	9020003147	1	NINA & GARY TURPANJIAN	25 BUGGY WHIP DR ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240726-198141317	7/26/2024 8:54	(blank)	Tiana Woods	fakelastname [redacted] called to report an issue. client advised me she has not been serviced in the las two weeks and needs pick up asap as containers are full.	(blank)	RESI	9020003016	1	RESIDENT	3 MORGAN LN ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240726-198143841	7/26/2024 9:10	(blank)	BOBBIE GONZALES	TERESA LIU [redacted] called to report an issue. CUST STATES TRASH HAS NOT BEEN PU IN 2 WEEKS SHE IS SUPPOSE TOP BE PU TUESDAYS AND FRIDAY PLEASE FIX THE CALENDAR .	(blank)	RESI	9020003531	1	CURRENT RESIDENT	39 CREST RD W ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240726-198145818	7/26/2024 9:23	(blank)	Khy Johnson	DO NOT CLOSE SERVICE RECORDINGS [redacted] Deborah and Patricia states that they have not been serviced on 7/16/24 as of last week and 7/23/24 this week. I see that the residents in the area are serviced twice a week on Tuesday & Friday. Their account	(blank)	RESI	9020003094	1	RESIDENT	3 PACKSADDLE RD W ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
2.Complaint	Escalation	20240726-198192790	7/26/2024 16:38	(blank)	Ana Camila Ibarra Moreno	Larry Bellagamba [redacted] called to report an issue. the cx has not received the service for the YW.	.	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240726-198192863	7/26/2024 16:40	(blank)	Ana Camila Ibarra Moreno	Larry Bellagamba [redacted] called to report an issue. the cx report that he is not receiving his trash service .	.	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240729-198241376	7/29/2024 9:31	(blank)	Perla Veronica Iriarte Serrano	christine douglas [redacted] called to report an issue. both yard waste and garbage have not been serviced needs to get resolved asap.	(blank)	RESI	9020003016	1	RESIDENT	3 MORGAN LN ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240729-198257524	7/29/2024 11:02	(blank)	Perla Veronica Iriarte Serrano	nina turpanger [redacted] called to report an issue. cx still needs service asap.	(blank)	RESI	9020003147	1	NINA & GARY TURPANJIAN	25 BUGGY WHIP DR ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240730-198326679	7/30/2024 7:49	7/31/2024 13:25	Raven Brazil	Wendy Russell [redacted] called to report an issue. The customer called in regarding all services, the customer hasn't received service any last week and saw a driver yesterday07/29/24 on camera and only service two bags , its no prior notes of why cu	.	RESI	9020003438	1	RESIDENT	9 UPPER BLACKWATER CYN RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
2.Complaint	Escalation	20240730-198330509	7/30/2024 8:13	7/31/2024 13:26	Oscar Daniel Valdez Valenzuela	TERESA LIU [redacted] called to report an issue. cx is still expecting last weeks MPU to be serviced and has extra trash.. on schedule for 8/2/24.ms	.	RESI	9020003531	1	CURRENT RESIDENT	39 CREST RD W ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240730-198367175	7/30/2024 11:44	7/31/2024 13:27	Tiana Charles	Laurence Bellagamba [redacted] called to report an issue. cx is upset with his yw not being serviced frequently and wants to speak to a supervisor about it please call cx. . on schedule for 8/2/24	.	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240730-198398719	7/30/2024 15:34	8/1/2024 13:43	Tiana Woods	Michael Nash [redacted] called to report an issue. client called in regarding mpu that has been ongoing and needs taken care of as scheduled for today .	REF:20240731-198497767 CK 080124 1:43 MST	RESI	9020003731	1	PAUL MITCHELL	70 PORTUGUESE BEND RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240730-198402577	7/30/2024 16:46	(blank)	BOBBIE GONZALES	Wendy Russell [redacted] called to report an issue. cust states she received missed call from Ops kimerely about our drivers leaving trash on her driveway .	(blank)	RESI	9020003438	1	RESIDENT	9 UPPER BLACKWATER CYN RD ROLLING HILLS CA	[redacted]
2.Complaint	Escalation	20240731-198436414	7/31/2024 8:49	(blank)	Bianca Gil Bustamante	Mrs Liu [redacted] called to report an issue. We keep escalating and cx is very upset bc we keep rescheduling and cases appears as completed, please service, its been 2 weeks .	(blank)	RESI	9020003531	1	CURRENT RESIDENT	39 CREST RD W ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
2.Complaint	Escalation	20240731-198451762	7/31/2024 10:24	(blank)	Tiffany Chambers	Whitney Paulin [redacted] called to report an issue. customers YW and SW has been missed for the past 2 weeks please call.	(blank)	RESI	9020003643	1	CURRENT RESIDENT	10 FLYING MANE RD ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240731-198458777	7/31/2024 11:07	8/2/2024 10:07	Josie Nunez	Melissa Mcnab [redacted] called to report an issue. Cust was a MPU last week, and a MPU this week for all her bins. Says this is concerning, and would like a driver out today is possible. Cust would like a call back.	oute(s) Rolling Hills Routes is/are running delayed until August 5 behind. All customers will be serviced no later than 8/5/2024	RESI	9020003290	1	RESIDENT	11 QUAIL RIDGE RD S ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240731-198485724	7/31/2024 14:00	(blank)	Josie Nunez	Nina Riddler [redacted] called to report an issue. Cust would like a call from a sup regarding about missed pickup on trash and yw bin. Says trash is overflowing from MPU this week. Also is req someone to pick up the trash that is on the ground from t	(blank)	RESI	9020003498	1	CURRENT RESIDENT	63 CREST RD E ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240731-198494530	7/31/2024 15:33	(blank)	KAREN BENESCH-TULLIS	Hamik Mukelyan [redacted] called to report an issue. This Customer is calling in at least once a month for missed pickups. Last week both his Trash and Yard Waste were missed and not recovered. .	(blank)	RESI	9020002983	1	RESIDENT	3 MIDDLERIDGE LN N ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240731-198497767	7/31/2024 16:24	8/2/2024 10:26	Kevin Noe Corrales	Michael Nash [redacted] called to report an issue. Cx didn't get any services for the last 2 weeks and some of his neighbors can we please send a driver ASAP .	Mpu is set for 080224, will confirm with customer. CK 080124 1:38 MST. Customer was called will CB to verify. Customer was update with delay advised Ops in process of recovery ETA till 080524. CK 080224 10:26 MST	RESI	9020003731	1	PAUL MITCHELL	70 PORTUGUESE BEND RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Bulk Service	20240703-196638923	7/3/2024 9:58	7/6/2024 22:24	Lucia Vandecruze	(blank)	(blank)	RESI	9020003688	1	CURRENT RESIDENT	5 JOHNS CANYON RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Bulk Service	20240727-198197354	7/27/2024 10:13	7/31/2024 22:49	Ruby Hinkson	(blank)	(blank)	RESI	9020003643	1	CURRENT RESIDENT	10 FLYING MANE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Recycle - Residential	20240701-196406297	7/1/2024 7:39	7/3/2024 22:48	David Ruiz Ortega	(blank)	(blank)	RESI	9020003161	1	CURRENT RESIDENT	7 CABALLEROS RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Recycle - Residential	20240702-196587038	7/2/2024 14:52	7/5/2024 22:40	Karyme Lira Garcia	(blank)	(blank)	RESI	9020003634	1	CURRENT RESIDENT	1 FLYING MANE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Recycle - Residential	20240702-196593602	7/2/2024 16:32	7/6/2024 22:24	Claudia Karina Torres Alcantar	(blank)	(blank)	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Recycle - Residential	20240710-197106747	7/10/2024 15:29	7/12/2024 22:37	Tiana Charles	(blank)	(blank)	RESI	9020003094	1	RESIDENT	3 PACKSADDLE RD W ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Recycle - Residential	20240715-197328389	7/15/2024 8:44	7/17/2024 22:45	Pedro Barrera	(blank)	(blank)	RESI	9020003628	1	CURRENT RESIDENT	4 EUCALYPTUS LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Recycle - Residential	20240724-198008722	7/24/2024 13:15	7/26/2024 22:52	Cathy Rios	(blank)	(blank)	RESI	9020003015	1	MICHAEL GRAY	2 MORGAN LN ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Recycle - Residential	20240725-198085500	7/25/2024 12:02	7/30/2024 22:45	Tiana Woods	(blank)	(blank)	RESI	9020003628	1	CURRENT RESIDENT	4 EUCALYPTUS LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Recycle - Residential	20240726-198155142	7/26/2024 10:28	7/26/2024 10:31	Heriberto Miranda Torres	(blank)	(blank)	RESI	9020003087	1	RESIDENT	5 PACKSADDLE RD E ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Recycle - Residential	20240727-198197374	7/27/2024 10:15	7/31/2024 22:49	Ruby Hinkson	(blank)	(blank)	RESI	9020003643	1	CURRENT RESIDENT	10 FLYING MANE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Recycle - Residential	20240730-198326383	7/30/2024 7:47	7/31/2024 22:49	Raven Brazil	(blank)	(blank)	RESI	9020003438	1	RESIDENT	9 UPPER BLACKWATER CYN RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Recycle - Residential	20240731-198458488	7/31/2024 11:05	8/2/2024 22:43	Josie Nunez	(blank)	(blank)	RESI	9020003290	1	RESIDENT	11 QUAIL RIDGE RD S ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240702-196586410	7/2/2024 14:46	7/5/2024 22:40	Karyme Lira Garcia	(blank)	(blank)	RESI	9020003634	1	CURRENT RESIDENT	1 FLYING MANE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240702-196593673	7/2/2024 16:34	7/6/2024 22:24	Claudia Karina Torres Alcantar	(blank)	(blank)	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240705-196786013	7/5/2024 15:35	7/8/2024 22:33	Juan Pablo Corrales Ortiz	(blank)	(blank)	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240708-196905366	7/8/2024 15:33	7/10/2024 22:44	Francisco Alberto Molina Carrillo	(blank)	(blank)	RESI	9020003634	1	CURRENT RESIDENT	1 FLYING MANE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240710-197106703	7/10/2024 15:29	7/12/2024 22:37	Tiana Charles	(blank)	(blank)	RESI	9020003094	1	RESIDENT	3 PACKSADDLE RD W ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240712-197227169	7/12/2024 8:18	7/16/2024 22:41	Ramses Galaz Alvarado	(blank)	(blank)	RESI	9020003063	1	CURRENT RESIDENT	19 BOWIE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240712-197233036	7/12/2024 8:56	7/17/2024 22:45	Josie Nunez	(blank)	(blank)	RESI	9020003085	1	IVY WANG	3 PACKSADDLE RD E ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240712-197252303	7/12/2024 11:04	7/16/2024 22:41	Kim Leyendecker	(blank)	(blank)	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240715-197327513	7/15/2024 8:40	7/17/2024 22:45	Erubiel Garcia Ortiz	(blank)	(blank)	RESI	9020003628	1	CURRENT RESIDENT	4 EUCALYPTUS LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240715-197339054	7/15/2024 9:42	7/17/2024 22:45	Armenta Robles Ashley	(blank)	(blank)	RESI	9020003347	1	RESIDENT	11 ROADRUNNER RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240715-197358157	7/15/2024 11:30	7/17/2024 22:45	Maria Guadalupe Neyoy Ortega	(blank)	(blank)	RESI	9020002983	1	RESIDENT	3 MIDDLERIDGE LN N ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240716-197465310	7/16/2024 12:01	7/17/2024 22:45	Tiffany Chambers	(blank)	(blank)	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240716-197496402	7/16/2024 16:49	7/19/2024 23:05	Cesar Verdugo	(blank)	(blank)	RESI	9020003079	1	RESIDENT	24 OUTRIDER RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240717-197528727	7/17/2024 9:24	7/19/2024 23:05	Stephanie Brown	(blank)	(blank)	RESI	9020003366	1	RESIDENT	3 RUNNING BRAND RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240719-197725641	7/19/2024 14:35	7/23/2024 22:40	Rechelle Bradford	(blank)	(blank)	RESI	9020003351	1	CURRENT RESIDENT	39 CHUCKWAGON RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240722-197810966	7/22/2024 12:45	7/24/2024 22:43	Miguel Angel Medina Araujo	(blank)	(blank)	RESI	9020003371	1	RESIDENT	6 SADDLEBACK RD ROLLING HILLS CA	(blank)
3.Missed Pick Up	Missed Trash - Residential	20240722-197834274	7/22/2024 15:36	(blank)	Rechelle Bradford	(blank)	(blank)	RESI	9020002997	1	RESIDENT	2 MIDDLERIDGE LN S ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240723-197882416	7/23/2024 9:46	(blank)	Tiana Charles	(blank)	(blank)	RESI	9020003524	1	CURRENT RESIDENT	25 CREST RD W ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240723-197927358	7/23/2024 14:48	(blank)	Cheryl Fortson	(blank)	(blank)	RESI	9020003105	1	RESIDENT	10 PACKSADDLE RD W ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240724-197960578	7/24/2024 8:12	7/26/2024 22:52	Tiana Charles	(blank)	(blank)	RESI	9020003057	1	CURRENT RESIDENT	17 BOWIE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240724-197980942	7/24/2024 10:17	7/26/2024 22:52	Andmar Alexis Barreras Murrieta	(blank)	(blank)	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240724-197985327	7/24/2024 10:46	7/26/2024 22:52	Diana Elizabeth Bernal Vazquez	(blank)	(blank)	RESI	9020003063	1	CURRENT RESIDENT	19 BOWIE RD ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240724-197992710	7/24/2024 11:35	7/26/2024 22:52	Tiana Charles	(blank)	(blank)	RESI	9020003147	1	NINA & GARY TURPANJIAN	25 BUGGY WHIP DR ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240724-197993395	7/24/2024 11:39	7/26/2024 22:52	Oralia Soliz	(blank)	(blank)	RESI	9020003671	1	CURRENT RESIDENT	1 HACKAMORE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240724-198008596	7/24/2024 13:14	7/26/2024 22:52	Cathy Rios	(blank)	(blank)	RESI	9020003015	1	MICHAEL GRAY	2 MORGAN LN ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240724-198019777	7/24/2024 14:51	7/26/2024 22:52	Alejandro Larrazola Tapia	(blank)	(blank)	RESI	9020003427	1	RESIDENT	14 SOUTHFIELD DR ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240725-198058332	7/25/2024 9:01	7/30/2024 22:45	Fernando Ibarra Duran	(blank)	(blank)	RESI	9020003128	1	ROMAN HICKS	2958 PALOS VERDES DR N ROLLING HILLS ESTATES CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240725-198085423	7/25/2024 12:02	7/30/2024 22:45	Tiana Woods	(blank)	(blank)	RESI	9020003628	1	CURRENT RESIDENT	4 EUCALYPTUS LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240726-198143469	7/26/2024 9:07	7/30/2024 22:45	BOBBIE GONZALES	(blank)	(blank)	RESI	9020003531	1	CURRENT RESIDENT	39 CREST RD W ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240726-198173730	7/26/2024 12:41	7/30/2024 22:45	Emanuel Juvera Estrada	(blank)	(blank)	RESI	9020003580	1	CURRENT RESIDENT	40 EASTFIELD DR ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240726-198187347	7/26/2024 14:46	7/30/2024 22:45	Joe Tucker	(blank)	(blank)	RESI	9020003060	1	CURRENT RESIDENT	18 BOWIE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240726-198188176	7/26/2024 14:59	7/30/2024 22:45	Juan Romero Jimenez	(blank)	(blank)	RESI	9020003466	1	CURRENT RESIDENT	15 CINCHRING RD ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240726-198193418	7/26/2024 16:58	7/31/2024 22:49	Ivonne Alicia Garci Santos	(blank)	(blank)	RESI	9020003731	1	PAUL MITCHELL	70 PORTUGUESE BEND RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240729-198240555	7/29/2024 9:26	7/31/2024 22:49	Tiana Woods	(blank)	(blank)	RESI	9020003332	1	CURRENT RESIDENT	31 CHUCKWAGON RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240729-198241092	7/29/2024 9:29	7/31/2024 22:49	Perla Veronica Iriarte Serrano	(blank)	(blank)	RESI	9020003016	1	RESIDENT	3 MORGAN LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240729-198250343	7/29/2024 10:21	7/31/2024 22:49	Heriberto Miranda Torres	(blank)	(blank)	RESI	9020003471	1	CURRENT RESIDENT	22 CINCHRING RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240729-198257893	7/29/2024 11:04	7/31/2024 22:49	Perla Veronica Iriarte Serrano	(blank)	(blank)	RESI	9020003147	1	NINA & GARY TURPANJIAN	25 BUGGY WHIP DR ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240729-198265542	7/29/2024 11:48	7/31/2024 22:49	Jesus Manuel Rodriguez Franco	(blank)	(blank)	RESI	9020002983	1	RESIDENT	3 MIDDLERIDGE LN N ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240730-198326256	7/30/2024 7:46	7/31/2024 22:49	Raven Brazil	(blank)	(blank)	RESI	9020003438	1	RESIDENT	9 UPPER BLACKWATER CYN RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240730-198338590	7/30/2024 8:58	7/31/2024 22:49	Darlene Virgen	(blank)	(blank)	RESI	9020002996	1	LINDA GIGLIANO	1 MIDDLERIDGE LN S ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240730-198357932	7/30/2024 10:50	7/31/2024 22:49	Darlene Virgen	(blank)	(blank)	RESI	9020002995	1	RESIDENT	23 MIDDLERIDGE LN N ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240730-198399376	7/30/2024 15:44	7/31/2024 22:49	Ruby Hinkson	(blank)	(blank)	RESI	9020003731	1	PAUL MITCHELL	70 PORTUGUESE BEND RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240730-198402358	7/30/2024 16:41	8/2/2024 22:43	Josie Nunez	(blank)	(blank)	RESI	9020003210	1	NORMAN LA CAZE	24 PORTUGUESE BEND RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240731-198435405	7/31/2024 8:42	8/2/2024 22:43	Cheryl Fortson	(blank)	(blank)	RESI	9020003603	1	CURRENT RESIDENT	65 EASTFIELD DR ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20240731-198451563	7/31/2024 10:22	8/2/2024 22:43	Tiffany Chambers	(blank)	(blank)	RESI	9020003643	1	CURRENT RESIDENT	10 FLYING MANE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240731-198458418	7/31/2024 11:04	8/2/2024 22:43	Josie Nunez	(blank)	(blank)	RESI	9020003290	1	RESIDENT	11 QUAIL RIDGE RD S ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240731-198485229	7/31/2024 13:57	8/2/2024 22:43	Josie Nunez	(blank)	(blank)	RESI	9020003498	1	CURRENT RESIDENT	63 CREST RD E ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240731-198494079	7/31/2024 15:26	8/2/2024 22:43	KAREN BENESCH-TULLIS	(blank)	(blank)	RESI	9020002983	1	RESIDENT	3 MIDDLERIDGE LN N ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240731-198497698	7/31/2024 16:23	(blank)	Kevin Noe Corrales	(blank)	(blank)	RESI	9020003731	1	PAUL MITCHELL	70 PORTUGUESE BEND RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240701-196406404	7/1/2024 7:40	7/3/2024 22:48	David Ruiz Ortega	(blank)	(blank)	RESI	9020003161	1	CURRENT RESIDENT	7 CABALLEROS RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240702-196593646	7/2/2024 16:33	7/6/2024 22:24	Claudia Karina Torres Alcantar	(blank)	(blank)	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240705-196786048	7/5/2024 15:36	7/8/2024 22:33	Juan Pablo Corrales Ortiz	(blank)	(blank)	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Yard Waste - Residential	20240710-197106789	7/10/2024 15:30	7/12/2024 22:37	Tiana Charles	(blank)	(blank)	RESI	9020003094	1	RESIDENT	3 PACKSADDLE RD W ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240712-197232891	7/12/2024 8:55	7/16/2024 22:41	Josie Nunez	(blank)	(blank)	RESI	9020003085	1	IVY WANG	3 PACKSADDLE RD E ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240712-197251408	7/12/2024 10:58	7/16/2024 22:41	Juan Pablo Corrales Ortiz	(blank)	(blank)	RESI	9020002983	1	RESIDENT	3 MIDDLERIDGE LN N ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240713-197293457	7/13/2024 10:58	7/17/2024 22:45	Miesha Virgil	(blank)	(blank)	RESI	9020003531	1	CURRENT RESIDENT	39 CREST RD W ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240715-197328518	7/15/2024 8:45	7/17/2024 22:45	Pedro Barrera	(blank)	(blank)	RESI	9020003628	1	CURRENT RESIDENT	4 EUCALYPTUS LN ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Yard Waste - Residential	20240715-197339228	7/15/2024 9:43	7/17/2024 22:45	Armenta Robles Ashley	(blank)	(blank)	RESI	9020003347	1	RESIDENT	11 ROADRUNNER RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240715-197358046	7/15/2024 11:30	7/17/2024 22:45	Maria Guadalupe Neyoy Ortega	(blank)	(blank)	RESI	9020002983	1	RESIDENT	3 MIDDLERIDGE LN N ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240719-197689593	7/19/2024 8:15	7/23/2024 22:40	Tiana Charles	(blank)	(blank)	RESI	9020003711	1	TRACY HOLMES	10 WILLIAMSBURG LN ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240723-197923799	7/23/2024 14:12	(blank)	Rodrigo Emmanuel Soto	(blank)	(blank)	RESI	9020003692	1	CURRENT RESIDENT	9 JOHNS CANYON RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240723-197928058	7/23/2024 14:57	(blank)	Cheryl Fortson	(blank)	(blank)	RESI	9020003105	1	RESIDENT	10 PACKSADDLE RD W ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Yard Waste - Residential	20240724-197981216	7/24/2024 10:19	7/26/2024 22:52	Andmar Alexis Barreras Murrieta	(blank)	(blank)	RESI	9020003632	1	LARRY JULIE BELLAGAMBA	3 FLYING MANE RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240724-197992571	7/24/2024 11:34	7/26/2024 22:52	Tiana Charles	(blank)	(blank)	RESI	9020003147	1	NINA & GARY TURPANJIAN	25 BUGGY WHIP DR ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240724-198008871	7/24/2024 13:16	7/26/2024 22:52	Cathy Rios	(blank)	(blank)	RESI	9020003015	1	MICHAEL GRAY	2 MORGAN LN ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240725-198085577	7/25/2024 12:03	7/30/2024 22:45	Tiana Woods	(blank)	(blank)	RESI	9020003628	1	CURRENT RESIDENT	4 EUCALYPTUS LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240726-198155329	7/26/2024 10:30	7/26/2024 10:32	Heriberto Miranda Torres	(blank)	(blank)	RESI	9020003087	1	RESIDENT	5 PACKSADDLE RD E ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Yard Waste - Residential	20240726-198193414	7/26/2024 16:58	7/31/2024 22:49	Ivonne Alicia Garci Santos	(blank)	(blank)	RESI	9020003731	1	PAUL MITCHELL	70 PORTUGUESE BEND RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240727-198197403	7/27/2024 10:19	7/31/2024 22:49	Ruby Hinkson	(blank)	(blank)	RESI	9020003643	1	CURRENT RESIDENT	10 FLYING MANE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240729-198258141	7/29/2024 11:05	7/31/2024 22:49	Perla Veronica Iriarte Serrano	(blank)	(blank)	RESI	9020003147	1	NINA & GARY TURPANJIAN	25 BUGGY WHIP DR ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20240729-198265783	7/29/2024 11:49	7/31/2024 22:49	Jesus Manuel Rodriguez Franco	(blank)	(blank)	RESI	9020002983	1	RESIDENT	3 MIDDLERIDGE LN N ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240730-198326523	7/30/2024 7:48	7/31/2024 22:49	Raven Brazil	(blank)	(blank)	RESI	9020003438	1	RESIDENT	9 UPPER BLACKWATER CYN RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Yard Waste - Residential	20240730-198355245	7/30/2024 10:35	7/31/2024 22:49	Joel Alfredo Inzunza	(blank)	(blank)	RESI	9020003016	1	RESIDENT	3 MORGAN LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240731-198436935	7/31/2024 8:52	8/2/2024 22:43	Kathleen Sironel	(blank)	(blank)	RESI	9020003016	1	RESIDENT	3 MORGAN LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240731-198451657	7/31/2024 10:23	8/2/2024 22:43	Tiffany Chambers	(blank)	(blank)	RESI	9020003643	1	CURRENT RESIDENT	10 FLYING MANE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240731-198458574	7/31/2024 11:05	8/2/2024 22:43	Josie Nunez	(blank)	(blank)	RESI	9020003290	1	RESIDENT	11 QUAIL RIDGE RD S ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240731-198485376	7/31/2024 13:58	8/2/2024 22:43	Josie Nunez	(blank)	(blank)	RESI	9020003498	1	CURRENT RESIDENT	63 CREST RD E ROLLING HILLS CA	(000) 000-0000

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Yard Waste - Residential	20240731-198494135	7/31/2024 15:27	8/2/2024 22:43	KAREN BENESCH-TULLIS	(blank)	(blank)	RESI	9020002983	1	RESIDENT	3 MIDDLERIDGE LN N ROLLING HILLS CA	(000) 000-0000

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/1/24	9:13am	Missed Trash and Greenwaste pickup For Over a Week	[redacted]	2 Buckboard Lane	DK	TM	7/2/24	
7/1/24	8:59am	Missed Greenwaste pickup For 3 Weeks		1 Sagebrush Lane	DK	TM	7/2/24	
7/1/24	1:54pm	Missed Trash Pickup For Over a Week		11 Portuguese Bend Rd.	DK	TM	7/2/24	
7/1/24	1:54pm	Missed Trash Pickup For Over a Week		13 Georgeff Rd.	DK	TM	7/2/24	
7/1/24	2:23pm	Missed Greenwaste for 2 Weeks		42 Eastfield Dr.	DK	TM	7/2/24	
7/1/24	2:35pm	Missed Greenwaste for 2 Weeks		59 Eastfield Dr.	DK	TM	7/2/24	
7/1/24		Missed Trash Pickup for a Week		10 portuguese Bend Rd.	DK	TM	7/2/24	
7/1/24	2:51pm	Missed Trash Pickup		2724 Palos Verdes Dr. N.	DK	TM	7/2/24	
7/1/24	3:43pm	Missed Greenwaste for Over 2 weeks		25 Portuguese Bend Rd.	DK	TM	7/2/24	
7/1/24	4:19pm	Missed Trash Pickup		3 Eucalyptus	DK	TM	7/2/24	
7/2/24	9:09am	Missed Trash Pickup		9 Georgeff Rd.	TM	TM	7/2/24	
7/2/24	1:17pm	Missed Trash Pickup For Over a Week		17 Caballeros Rd.	TM	TM	7/2/24	
7/2/24	1:06pm	Missed Greenwaste for Over a Week		9 Reata Lane	TM	TM	7/2/24	
7/2/24	1:06pm	Missed Greenwaste for Over a Week		9 Wagon Lane	TM	TM	7/2/24	
7/2/24	1:27pm	Missed Trash Pickup		5 Ringbit Rd. W	LR	TM	7/2/24	
7/2/24	1:41pm	Missed Trash Pickup		12 Cinchring Rd	TM	TM	7/2/24	
7/2/24	2:57pm	Missed Trash Pickup		3 Flying Mane Rd.	TM	TM	7/2/24	
7/2/24	3:32pm	Missed Trash Pickup Since Friday		41 Crest Rd. W.	TM	TM	7/2/24	
7/2/24	3:39pm	Missed Trash Pickup Since Last Week		37 Crest rd. W.	TM	TM	7/2/24	
7/2/24	4:06pm	Missed Trash Pickup Since Last Week		12 Flying Mane Rd.	TM	TM	7/2/24	
7/2/24		Missed Trash Pickup		12 Johns Canyon Rd.	DB	DB	7/2/24	3:30pm

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/3/24	7:48am	Missed Trash Pickup Since Last Week	[redacted]	52 Eastfield Dr.	TM	TM		
7/3/24	7:48am	Missed Trash Pickup Since Last Week		54 Eastfield Dr.	TM	TM		
7/3/24	8:09am	Missed Trash Pickup		7 Roundup Rd.	TM	TM		
7/3/24	8:21am	Missed Trash Pickup		17 Caballeros Rd.	TM	TM		
7/3/24	8:21am	Missed Trash Pickup		7 Buggywhip Dr.	TM	TM		
7/3/24	8:21am	Missed Trash Pickup		77 Crest Rd. E.	TM	TM		
7/3/24	8:25am	Missed Trash Pickup		50 Eastfield Dr.	TM	TM		
7/3/24	8:29am	Missed Trash Missed		62 Eastfield Dr.	TM	TM		
7/3/24	10:47am	Missed Trash Pickup		16 Eastfield Dr.	TM	TM		
7/3/24	11:32am	Missed Trash Pickup		14 Outrider Rd.	TM	TM		
7/3/24	11:32am	Missed Trash Pickup		19 Caballeros Rd.	TM	TM		
7/3/24	1:05pm	Missed Trash Pickup		44 Eastfield Dr.	TM	TM		
7/3/24	1:49pm	Missed Trash Pickup		18 Buggywhip Dr.	TM	TM		
7/5/24	7:39am	Missed Trash Pickup		16 Eastfield Dr.	TM	TM		
7/5/24	10:31am	Missed Trash Pickup		77 Crest Rd. E.	TM	TM		
7/5/24	12:57pm	Missed Trash Pickup		0 Pine Tree Lane	TM	TM		
7/5/24	1:25pm	Missed Trash Pickup		2954 Palos Verdes Dr. N.	TM	TM		
7/8/24	8:16am	Missed Trash Pickup For a Week		16 Eastfield Dr.	TM	TM		
7/8/24	2:29pm	Missed Greenwaste Pickup		5 Caballeros Rd.	TM	TM		
7/8/24	4:38pm	Missed Trash Pickup		0 Pine Tree Ln.	TM	TM		
7/9/24	1:02pm	Missed Green Waste Pickup		11 Wagon Ln.	TM	TM	7/10/24	5:17am
7/9/24	3:31pm	Missed Trash Pickup		18 Buggy Whip Dr.	TM	TM	7/10/24	5:17am
7/10/24	12:28pm	Missed Green Waste Pickup		53 Crest Road East	TM	TM		
7/11/24	8:29am	Missed Trash and Green Waste Pickup		32 Eastfield Dr.	TM	TM		
7/11/24	8:47am	Missed Trash Pickup		2720 Palos Verdes Dr. N	TM	TM		
7/12/24	1:19pm	Missed Greenwaste Pickup for Several Weeks		59 Eastfield Dr.	TM	TM		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/12/24	2:27pm	Missed Trash and Greenwaste pickup For Over a Week	[redacted]	63 Crest Rd. E.	Tansha Malone	TM		
7/12/24	2:27pm	Missed Trash Pickup For a Week		5 Packsaddle Rd. W.	TM	TM		
7/12/24	4:55pm	Missed Greenwaste Pickup For Over a Week		37 Chuckwagon Rd.	TM.	TM		
7/15/24	9:29am	Missed Greenwaste Pickup For Over a Week		37 Chuckwagon Rd.	TM	TM		
7/15/24	9:30am	Missed Greenwaste and Trash Since Last Tuesday		24 Eastfield Dr.	TM	TM		
7/15/24	9:46am	Missed Trash Pickup (Inconsistent Service)		55 Crest Rd. E.	TM	TM		
7/15/24	10:18am	Continuously Missed Trash		41 Crest Rd. W.	TM	TM		
7/15/24	10:30am	Continuously Missed Trash		33 Chuckwagon Rd.	TM	TM		
7/15/24	1:23pm	Missed Service Since July 1st		4 Eucalyptus	TM	TM		
7/15/24	2:08pm	Missed Trash Pickup For Over a Week		Crest Gate Bins	TM	TM		
7/15/24	3:45pm	Missed Last 3 Trash Pickups		8 Hackamore Rd.	TM	TM		
7/15/24	4:32pm	Missed Trash and Greenwaste		34 Crest Rd. W	Tansha Malone	TM		
7/15/24	4:42pm	Missed Trash Pickup		0 Pine Tree Lane	TM	TM		
7/15/24	4:42pm	Missed Manure Pickup For Over a Week		13& 15 Buggywhip Dr.	TM	TM		
7/15/24	4:42pm	Missed Trash and Greenwaste Pickup		9 Reata Lane	TM	TM		
7/16/24	9:19am	Missed Trash Pickup		5 Maverick Lane	TM	TM		
7/16/24	9:19am	Missed Trash Pickup		2724 Palos Verdes Dr. N.	Tansha Malone	TM		
7/16/24	10:17	Missed Trash Pickup Since Friday		9 Reata Lane	TM	TM		
7/16/24	11:05am	Mised Trash For Last 3 Pickups		9 Buggywhip Dr.	TM	TM		
7/16/24	11:36 AM	Missed Trash Pickup		15 Wideloop Rd.	TM	TM		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/16/24	11:44am	Missed Trash and Green Waste Since Friday	[redacted]	36 Eastfield Dr.	Tansha Malone	TM		
7/16/24	11:58am	Missed Trash and Greenwast Pickup		6 Caballeros	TM	TM		
7/16/24	1:16pm	Missed Trash and Greenwaste Pickup		76 Saddleback Rd.	TM	TM		
7/16/24	3:47pm	Missed Trash Pickup For 2 Weeks		18 Bowie Rd.	TM	TM		
7/16/24	4:34pm	Missed Trash Pickup Since Friday		37 Crest Rd. W.	TM	TM		
7/16/24	4:40pm	Missed Last 2 Trash and Greenwaste Pickups		71 Eastfield Dr.	TM	TM		
7/16/24	4:40pm	Missed Last 2 Trash and Greenwaste Pickups		18 Bowie Rd.	TM	TM		
7/16/24	5:07pm	Trash Bins at Gate are overflowing		Crest Gate Bins	TM	TM		
7/16/24	5:07pm	Trash and Greenwaste Have Not Been Picked up Since Last Tuesday		31 Eastfield Dr.	TM	TM		
7/17/24	9:40am	Missed Trash/ Greenwaste Since Tuesday		14 Outrider Rd.	TM	TM		
7/17/24	12:16pm	Missed Trash and Greenwaste Pickup		27 Portuguese Bend Rd.	TM	TM		
7/19/24		Missed Trash Pickup		76 Saddleback Rd.	TM	TM		
7/19/24		Missed Trash Pickup		11 Portuguese Bend Rd.	TM	TM		
7/19/24		Missed Greenwaste Pickup		33 Portuguese Bend Rd.	TM	TM		
7/19/24		Missed Greenwaste Pickup		36 Portuguese Bend Rd.	TM	TM		
7/19/24		Missed Greenwaste Pickup		4&5 Maverick Lane	TM	TM		
7/19/24		Missed Greenwaste Pickup		1 Caballeros Rd.	TM	TM		
7/22/24		Missed Greenwaste Pickup		17 Southfield Dr.	Mikayla Smith	ddrian Orssten		
7/22/24		Missed Trash and Greenwaste Pickup		12 Southfield Dr.	Mikayla Smith	ddrian Orssten		
7/22/24		Missed Trash and Greenwaste Pickup		9 Outrider	Mikayla Smith	ddrian Orssten		
7/22/24	10:59am	Missed Trash Pickup		2 Middleridge Lane S.	Mikayla Smith	ddrian Orssten		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/22/24	11:16am	Missed Trash and Greenwaste Pickup	[redacted]	13 Johns Canyon Rd.	Mikayla Smith	ddrian Orssten		
7/22/24	11:41am	Missed Trash Pickup For Weeks		4 Eucalyptus Lane	Mikayla Smith	ddrian Orssten		
7/22/24	1:08pm	Missed Greenwaste Pickup on Friday		19 Southfield Dr.	Mikayla Smith	ddrian Orssten		
7/22/24	1:30pm	Missed Trash Pickup All Last Week		33 Portguese Bend Rd.	Mikayla Smith	ddrian Orssten		
7/22/24	2:06pm	Missed Trash Pickup		17 Caballeros	Mikayla Smith	ddrian Orssten		
7/22/24	2:47pm	Missed Trash Pickup All Last Week		2 Roadrunner Rd.	Mikayla Smith	ddrian Orssten		
7/22/24	2:47pm	Missed Trash Pickup All Last Week		76 Saddleback Rd.	Mikayla Smith	ddrian Orssten		
7/22/24	3:34pm	Missed Trash Pickup		19 Caballeros Rd.	Mikayla Smith	ddrian Orssten		
7/22/24	4:16pm	Missed Trash Pickup		4 Middleridge Lane S.	Mikayla Smith	ddrian Orssten		
7/23/24	8:26am	Missed Trash Pickup		26 Middleridge Lane S.	TM	TM		
7/23/24	8:26am	Missed Trash Pickup and Greenwaste		4 Georgeff Rd.	TM	TM		
7/23/24	8:26am	Missed Trash Pickup		17 Caballeros	TM	TM		
7/23/24	8:46am	Missed Trash and Greenwaste Since July 15th		25 Crest Rd. W	TM	TM		
7/23/24	8:46am	Missed Trash Pikcup Since Last Week		55 Crest Rd. E.	TM	TM		
7/23/24	8:46am	Missed Trash Pickup		14 Roadrunner Rd.	TM	TM		
7/23/24	8:46am	Missed Greenwaste For Last 3 Pickups		36 Portuguese Bend Rd.	TM	anahsa Malone		
7/23/24	9:41am	Miised Trash and Greenwaste Pickup For Several Days		14 Southfield Dr.	TM	TM		
7/23/24	9:46am	Missed Trash Pickup		65 Portuguese Bend Rd.	TM	TM		
7/23/24	10:19am	Missed Trash Pickup Since Last Week		12 Southfield Dr.	TM	TM		
7/23/24	11:05am	Missed Trash Pickup Since Friday		11 Wagon Lane	TM	TM		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/23/24	1:43pm	MissedTrash Pickup Since Last Week	[redacted]	36 Eastfield Dr.	TM	TM		
7/23/24	2:10pm	Missed Trash Pickup Since Last Week		1 Packsaddle Rd E.	TM	TM		
7/23/24	2:10pm	Missed Trash pickup Since Last Week		39 Chuckwagon	TM	TM		
7/23/24	2:42pm	Missed Trash and Greenwaste Pickup		54 Eastfield Dr.	TM	TM		
7/23/24	2:42pm	Missed Trash Pickup Since Last Week		12 Cinchring Rd.	TM	TM		
7/23/24	2:59pm	Missed Trash and Greenwaste		5 Packsaddle Rd. W.	TM	TM		
7/23/24	3:15pm	Missed Greenwaste Pickup		17 Southfield Dr.	TM	TM		
7/23/24	3:35pm	Missed Greenwaste and Regular Trash		7 Southfield Dr.	TM	TM		
7/23/24	3:35pm	Missed Trash and Greenwaste		62 Eastfield Dr.	TM	TM		
7/23/24	4:53pm	Missed Trash and Greenwaste for Several Pickups		18 Bowie Rd.	TM	TM		
7/24/24	8:22am	Missed Trash and Greenwaste Since Friday		37 Crest Rd. W.	TM	TM		
7/24/24	8:22am	Missed Greenwaste Consistently		28 Eastfield Dr.	TM	TM		
7/24/24	8:59am	Missed Trash and Greenwaste		55 Crest Rd. E	TM	TM		
7/24/24	8:59am	Missed Trash For Several Weeks		4 Buckboard Lane	TM	TM		
7/24/24	9:29am	Missed Trash and Greenwaste Since Last Tuesday		15 Bowie Rd.	TM	TM		
7/24/24	9:29am	Missed Trash and Greenwaste Since Last Tuesday		17 Bowie Rd.	TM	TM		
7/24/24	9:29am	Missed Trash and Greenwaste		50 Eastfield Dr.	TM	TM		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/24/24	9:51am	Missed Trash and Greenwaste Since Last Week	[redacted]	14 Roadrunner Rd.	TM	TM		
7/24/24	10:12am	Missed Trash and Greenwaste Since Last Week		62 Eastfield Dr.	TM	TM		
7/24/24	11:19am	Missed Trash and Greenwaste Several Times		71 Eastfield Dr.	TM	TM		
7/24/24	12:29pm	Missed Trash and Greenwaste		7 Southfield Dr.	TM	TM		
7/24/24	12:29pm	Missed Trash and Greenwaste		19 Bowie Rd	TM	TM		
7/24/24	12:29pm	Missed Trash and Greenwaste		73 Portuguese Bend Rd.	TM	TM		
7/24/24	12:29pm	Missed Trash and Greenwaste		62 Eastfield Dr.	TM	TM		
7/24/24	12:29pm	Missed Trash and Greenwaste		14 Roadrunner Rd.	TM	TM		
7/24/24	1:21pm	Missed Trash and Greenwaste		5 Buggywhip Dr.	TM	TM		
7/24/24	2:48 PM	Missed Trash and Greenwaste For Over a Week		65 Portuguese Bend Rd.	TM	TM		
7/24/24	2:48pm	Missed Trash and Greenwaste For Over a Week		6 Middleridge Lane S.	TM	TM		
7/24/24	2:48pm	Missed Trash and Greenwaste For Over a Week		14 Southfield Dr.	TM	TM		
7/24/24	4:45pm	Missed Trash Pickup For over 2 Weeks		55 Crest Rd. E.	TM	TM		
7/25/24	8:59am	Missed Trash Pickup For Over a Week		14 Bowie Rd	TM	TM		
7/25/24	8:59am	Missed Trash and Greenwaste		10 Packsaddle W.	TM	TM		
7/25/24	9:38am	Missed Trash and Greenwaste		14 Roadrunner Rd.	TM	TM		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/25/24	9:38am	Missed Trash Pickup For Over a Week	[redacted]	66 Eastfield Dr.	TM	TM		
7/25/24	10:20am	Missed Trash Pickup		32 Eastfield Dr.	TM	TM		
7/25/24	10:52am	Missed Trash Pickup		8 Chesterfield Dr.	TM	TM		
7/25/24	11:20am	Missed Trash Pickup for 2 Weeks		41 Cresr Rd. W.	TM	TM		
7/25/24	12:26pm	Missed Trash Pickup For Over a Month		4 Eucalyptus Lane	TM	TM		
7/25/24	12:29pm	Missed Trash Pickup For Over A Week		17 Caballeros	TM	TM		
7/25/24	1:27pm	Missed Trash Pickup For 2 Weeks		4 Buckboard Lane	TM	TM		
7/25/24	2:13pm	Missed Trash Pickup For Over a Week		12 Cinchring Rd.	TM	TM		
7/25/24	4:53pm	Missed Trash Pickup and Have Attracted Rodents		17 Caballeros	TM	TM		
7/25/24	5:07pm	Missed Trash Pickup For a Week		12 Southfield Dr.	TM	TM		
7/26/24	8:35am	Missed Trash Pickup For Over a Week		30 portuguese Bend Rd.	TM	TM		
7/26/24	9:47am	Missed Trash Pickup For Several Weeks		20 Outrider Rd.	TM	TM		
7/26/24	9:47am	Missed Trash Pickup For Several Weeks		5 Packsaddle Rd. W.	TM	TM		
7/26/24	9:47am	Missed Trash Pickup For Several Weeks		12 Southfield Dr.	TM	TM		
7/26/24	9:47am	Missed Trash pickup For Several Weeks		15 & 17 Bowie	TM	TM		
7/26/24	9:47am	Missed Trash Pickup For several Weeks		30 Portuguese Bend Rd.	TM	TM		
7/26/24	9:47am	Missed Trash Pickup For Several Weeks		2954 Palos Verdes Dr. N.	TM	TM		
7/26/24	10:18am	Missed Trash Pickup For Over a Week and a Half		2 Morgan Lane	TM	TM		
7/26/24	12:51pm	Missed Trash Pickup For Several Weeks		7 Morgan Lane	TM	TM		
7/26/24	12:51pm	Missed Trash Pickup Several Times		5 Ringbit Rd. W	TM	TM		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/26/24	12:51pm	Missed Trash Pickup for Over 2 weeks	[redacted]	9 Johns Canyon Rd.	TM	TM		
7/26/24	12:51pm	Missed Trash Pickups For Several Weeks		12 Cinchring Rd.	TM	TM		
7/26/24	12:51pm	Missed Trash Pickups For Several Weeks		16 Eastfield Dr.	TM	TM		
7/26/24	12:51pm	Missed Greenwaste for 2 Pickups		7 Buckboard Lane	TM	TM		
7/26/24	12:51pm	Missed Trash For Over a Week		5 Buggywhip Dr.	TM	TM		
7/26/24	12:51pm	Missed 3 Trash Pickups		12 Flying Mane Rd.	TM	TM		
7/26/24	12:51pm	Missed Trash Pickups For 2 Weeks		14 Outrider Rd.	TM	TM		
7/26/24	12:51pm	Missed Trash Pickup For Over a Week		10 Packsaddle Rd. W	TM	TM		
7/26/24	2:32pm	Missed Trash Pickup And Greenwaste		54 Eastfield Dr.	TM	TM		
7/26/24	3:01pm	Missed Trash and Greenwaste For 3 Weeks		19 Southfield Dr.	TM	TM		
7/26/24	3:01pm	Missed Trash Pickup For 3 Weeks		25 Eastfield Dr.	TM	TM		
7/26/24	3:01pm	Missed Trash Pickup		44 Eastfield Dr.	TM	TM		
7/26/24		Missed Trash Pickup For 2 Weeks		9 Outrider	TM	TM		
7/29/24	8:44am	Missed Trash Pickup For 2 weeks		9 Upper Blackwater Canyon Rd.	TM	TM		
7/29/24	8:50am	Missed Trash Pickup For 2 Weeks		28 Eastfield Dr.	TM	TM		
7/29/24	8:50am	Missed 2 Trash Pickups		39 Chuckwagon Rd.	TM	TM		
7/29/24	8:50am	Missed Greenwaste For 2 Weeks		6 Middleridge Lane S.	TM	TM		
7/29/24	8:56am	Missed 2 Trash Pickups		7 Southfield Dr.	TM	TM		
7/29/24	9:12am	Missed Trash and Greenwaste for 2 Weeks		35 Chuckwagon Rd.	TM	TM		
7/29/24	10:19am	Missed Trash For 2 Weeks		3 Packsaddle Rd. W	TM	TM		
7/29/24	10:51am	Missed Trash Pickup For Over 2 Weeks		3 Middleridge Lane S.	Tanahsa Malone	TM		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/29/24	10:51am	Missed Trash Pickup For Over 2 Weeks	[redacted]	71 portuguese Bend Rd.	TM	TM		
7/29/24	10:51am	Missed Trash Pickup For 3 Weeks		25 Eastfield Dr.	TM	TM		
7/29/24	11:38am	Missed Trash Pickup For a Week		5 Buggywhip Dr.	TM	TM		
7/29/24	11:38am	Missed Trash Pickup For 3 Weeks		16 Eastfield Dr.	TM	TM		
7/29/24	11:38am	Missed Trash Pickup Several Times		22 Cinchring Rd.	TM	TM		
7/29/24	12:12pm	Missed Trash Pickup For Over 2 Weeks		7 Middleridge Lane N.	TM	TM		
7/29/24	12:12pm	Missed Trash Pickup For Nearly 3 Weeks		63 Crest Rd. E.	TM	TM		
7/29/24	12:12pm	Missed Trash Pickup For Over a Week		1 Flying Mane Rd.	TM	TM		
7/29/24	12:12pm	Missed Trash and Greenwaste for Several Pickups		66 Eastfield Dr.	TM	TM		
7/29/24	2:14pm	Missed Trash Pickup For Over a Week		12 Bowie Rd.	TM	TM		
7/29/24	2:14pm	Missed Several Trash Pickups		13 Johns Canyon Rd.	TM	TM		
7/29/24	2:38pm	Missed Trash Pickups For Over 2 Weeks		17 Caballeros	TM	TM		
7/29/24	3:15pm	Missed Trash Pickup For 2 Weeks		31 Eastfield Dr.	TM	TM		
7/29/24	4:03pm	Missed Trash Pickup For 2 Weeks		14 Roadrunner Rd.	TM	TM		
7/29/24	4:52pm	Missed Trash Pickup For Over a Week		5 Ringbit Rd. W.	TM	TM		
7/29/24	4:52pm	Missed Trash Pickup 2 Times in a Row		36 Eastfield Dr.	TM	ınahsa Malone		
7/29/24	4:52pm	Missed Greenwaste for 2 weeks		14 Outrider Rd.	TM	TM		
7/30/24	9:04am	Missed Trash Pickup		9 Georgeff Rd.	TM	TM		
7/30/24	10:12am	Missed Trash Pickup		4 Georgeff Rd.	TM	TM		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/30/24	10:12am	Missed Several Trash Pickups	[redacted]	11 Middleridge Lane N.	TM	TM		
7/30/24	10:12am	Missed Several Trash Pickups		5 Maverick Lane	TM	TM		
7/30/24	10:12am	Missed Trash Pickup		4 Maverick Lane	TM	TM		
7/30/24	10:12am	Missed Several Trash Pickups, Threatened to Throw Trash at City Hall		1 Williamsburg Lane	TM	TM		
7/30/24	10:12am	Missed Several Trash Pickups, Dumped Trash Onto Driveway		9 Upper Blackwater Canyon Rd.	TM	TM		
7/30/24	10:20am	Misses Trash Pickup For Over a Week		17 Caballeros Rd.	TM	TM		
7/30/24	10:20am	Missed Trash Pickup For 3 Weeks		35 Chuckwagon Rd.	TM	TM		
7/30/24	10:20am	Missed 3 Trash Pickups		11 Southfield Dr.	TM	TM		
7/30/24	10:30am	Missed Greenwaste Pickup		33 Portuguese Bend Rd.	TM	TM		
7/30/24	10:30am	Missed Trash Pickup		9 Georgeff Rd.	TM	TM		
7/30/24	12:04pm	Trash Missed For 3 Weeks, Came Into City Hall to Ask For Money Back		71 Eastfield Dr.	TM	TM		
7/30/24	12:46pm	Missed Several Trash Pickups		27 Eatsfield Dr.	TM	TM		
7/30/24	12:46pm	Missed Trash Pickup For Several Weeks		63 Eastfield Dr.	TM	TM		
7/30/24	12:46pm	Missed Trash Pickup		76 Saddleback Rd.	TM	TM		
7/30/24	12:46pm	Missed Trash Pickup For Several Weeks		65 Portuguese Bend Rd.	TM	TM		
7/30/24	12:46pm	Missed Several Trash Pickups		17 Middleridge Lane N.	TM	TM		
7/30/24	4:36pm	Missed Trash Pickup For Over a Week		1 Packsadle Rd.	TM	TM		
7/30/24	4:36pm	Missed Trash Pickup		67 Saddleback Rd.	TM	TM		
7/30/24	4:36pm	Missed Trash Pickup For 3 Weeks		7 Roundup Rd.	TM	TM		
7/30/24	4:36pm	Missed 3 Trash Pickups		15 Flying Mane Rd.	TM	TM		

City of Rolling Hills -Republic Services Complaint Log July 2024

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse
7/30/24	4:36pm	Missed Trash Pickup For 3 Weeks	[redacted]	35 Chuckwagon Rd.	TM	TM		
7/30/24	4:36pm	Missed Trash Pickup		16 Southfield Dr.	TM	TM		
7/30/24	4:36pm	Missed Trash Pickup		18 Buggywhip Dr.	TM	TM		
7/30/24	4:36pm	Missed Trash Pickup		25 Portuguese Bend Rd.	TM	TM		
7/30/24	7:55am	Missed Trash For Over a Week		37 Chuckwagon Rd.	TM	TM		
7/31/24	3:13pm	Missed Trash Pickup For 3 Weeks		35 Chuckwagon Rd.	TM	TM		
7/31/24	4:54pm	Missed Trash Pickup For Nearly 2 Weeks		23 Middleridge Lane N.	TM	TM		
7/31/24	4:54pm	Missed Trash Pickup		42 Eastfield Dr.	TM	TM		
7/31/24	4:55pm	Missed Trash Pickup		10 Upper Blackwater Canyon Rd.	TM	TM		
7/31/24	4:59pm	Missed Trash Pickup		67 Saddleback Rd.	TM	TM		
7/31/24	4:59pm	Missed Trash Pickup For 2 Weeks		9 Williamsburg Lane	TM	TM		
7/31/24	5:02pm	Missed Trash Pickup For 2 Weeks		12 Southfield Dr.	TM	TM		

Agenda Item No.: 8.F
Mtg. Date: 08/26/2024

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

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **RECEIVE AND FILE AN ACTION TAKEN BY THE TRAFFIC COMMISSION ON SUPPLEMENTAL TRAFFIC ENFORCEMENT PROVIDED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR FISCAL YEAR 2024-25**

DATE: **August 26, 2024**

BACKGROUND:
The City contracts with the Los Angeles County Sheriff's Department for public safety through a regional contract with the cities of Rolling Hills Estates and Rancho Palos Verdes. Each city pays a proportionate share of the Lomita Sheriff's Station regional contract for its services, which typically includes hours of general traffic enforcement for Rolling Hills.

Additionally, the City of Rolling Hills has independently contracted with the Sheriff's Department for additional supplemental traffic enforcement (STE). The following is a history of the cost of service for the past five years:

Fiscal Year (FY)	Amount
2018-19	$25,790
2019-20	$25,790
2020-21	$27,379
2021-22	$27,649
2022-23	$28,694
2023-24	$28,793

Typically, the Traffic Commission reviews STE prior to the next Fiscal Year (FY) and budget adoption. The City Council receives this information later due to the delayed Municipal Law Enforcement Services Agreement (MLESA) adoption between LA County and the Contract Cities.

Previous Decision
On April 10, 2023, City Council discussed the issue and voted to eliminate STE.

At the May 25, 2023, Traffic Commission meeting, the Sheriff's Department indicated that several deputies are now trained in Lidar/Radar enforcement. The Commission received the report but did not take action.

At the June 12, 2023 City Council meeting, the Council received a report on the Traffic Commission and voted, 4-1 (Black dissenting), to reinstate STE. The actual budget was not part of the vote.

On July 18, 2023, the Traffic Commission considered the updated cost proposal from the Sheriff's Department on the budget and scope for supplemental traffic enforcement totaling $28,792.50. The Commission voted unanimously, 3-0, to recommend to the City Council acceptance of the proposal as presented.

Traffic Commission Review
On July 25, 2024, the Traffic Commission voted 5-0 to continue with supplemental traffic enforcement as proposed with the caveat that the Sheriff's Department report the number of hours used for supplement enforcement in the event additional hours could be allocated to later phases. The amount is not-to-exceed $32,837.53 for a total of 275 hours divided into three phases.

DISCUSSION:
The LASD has provided deputy rates for FY24-25 (Attachment A). The proposal includes 275 hours divided into three phases, as follows, totaling a not-to-exceed $32,837.75:

- Phase 1: 132 hours from July 1, 2024, to November 30, 2024
- Phase 2: 16 hours from December 1, 2024, to December 30, 2024
- Phase 3: 127 hours from January 1, 2025, to June 30, 2025

The LASD maintains a visible deployment strategy while conducting traffic enforcement as a means of encouraging safe driving and issuing warnings if/when appropriate. The Traffic Commission has stressed the importance of enforcing speed limits, and staff has emphasized this with LASD's supplemental traffic enforcement division. As of last year, the LASD Lomita Station has 17 deputies trained at Lidar/Radar, but not all are dedicated to traffic enforcement or the Palos Verdes Peninsula area. Typically, about two deputies handle traffic enforcement between the three contract Peninsula cities. Moving forward, the LASD indicated a priority will be given to deputies trained in Lidar/Radar who can issue speeding citations when signing up for STE.

STE utilizes deputies on overtime after completing a regular shift. As such, many deputies will only work approximately four hours performing STE at any given time based on availability and signing up for overtime hours.

FISCAL IMPACT:
STE is invoiced separately from the regional contract with the LASD and allocated from the City's COPS fund, which covers supplemental public safety activities. The COPS fund has $170,000 for FY24/25. A portion of this is used to offset 30% of each month's regular service contract towards other supplemental services. The remainder is allocated for STE.

The total proposed 275 hours for STE at $119.41 per hour of service is $32,837.75.

The following was spent on STE in the past three fiscal years:

- FY21/22 - $10,292
- FY22/23 - $12,185
- FY23/24 - $11,541

RECOMMENDATION:
Receive and file the Traffic Commission's action and memorialize the FY 2024-25 program costs from the LA County Sheriff's Department.

ATTACHMENTS:
CA_AGR_LACo_Sheriff_FY 24-25_SupplementalTrafficEnforcement_D.pdf
CA_AGR_LACo_Sheriff_FY 24-25_SupplementalTrafficEnforcement_240725_PC_StaffReport.pdf

ROLLING HILLS TRAFFIC ENFORCEMENT FISCAL YEAR 2024-2025

The program will begin July 1, 2024. The supplemental traffic enforcement will run from July 1, 2024 through June 30, 2025. The primary focus of this direct traffic enforcement will be Monday thru Friday. Location will be random to increase our visibility and the effectiveness of the enforcement. Only those Sheriff Personnel that are trained in Lidar/Radar enforcement shall be utilized in the city as part of the supplemental traffic enforcement program. The breakdown is as follows:

PHASE 1

The first phase will start July 1, 2024 and continue through November 30, 2024. This will be a total of 132 hours. 60 hours from phase 1 will correspond with the first two weeks of the 2024/2025 school year, which tentatively begins on August 26, 2024.

The cost of the initial phase is $15,359.52 (132 hours X $116.36 per hour).

PHASE 2

A Second phase will begin on December 1, 2024 and will continue through December 30, 2024. The program will consist of 16 hours of traffic enforcement. The breakdown is as follows:

8 hours per week for 2 weeks for a total of 16 hours. The cost of this phase for the month of December will be $1,861.76 (16 hours X $116.36 per hour).

PHASE 3

A third phase will commence on January 1, 2025 and will conclude on June 30, 2025. The remaining 127 hours of traffic enforcement will be utilized throughout this time period. The breakdown is as follows:

127 hours spread over a 6 month time period. The cost of this phase is $14,777.72 (127 hours X $116.36).

The traffic office will work closely with city staff and residents to increase the overall effectiveness of the entire program. High visibility and compliance with traffic regulations will be the main goal of this operation. This will result in a safer environment for everyone traveling through the city of Rolling Hills.

If a shift is missed, it can be made up during the phase in which it was missed. This will ensure maximum coverage throughout the operation.

TOTAL COST FOR ALL 3 PHASES: $31,999.00 (275 hours X $116.36)

Agenda Item No.: 10.A
Mtg. Date: 07/25/2024

TO: **HONORABLE CHAIR AND MEMBERS OF THE TRAFFIC COMMISSION**

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **REVIEW AND APPROVE SUPPLEMENTAL TRAFFIC ENFORCEMENT AGREEMENT WITH LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

DATE: **July 25, 2024**

BACKGROUND:
The City contracts with the Los Angeles County Sheriff's Department (LASD) for public safety through a regional contract with the cities of Rolling Hills Estates and Rancho Palos Verdes. Each city pays a proportionate share of the Lomita Sheriff's Station regional contract for its services, which typically includes hours of general traffic enforcement for Rolling Hills.

Additionally, the City of Rolling Hills has independently contracted with the LASD for additional Supplemental Traffic Enforcement (STE). The following is a history of the cost of service for the past several years:

Fiscal Year	Amount
2018-19	$25,790
2019-20	$25,790
2020-21	$27,379
2021-22	$27,649
2022-23	$28,694
2023-24	$28,793

At the March 23, 2023 meeting, the Traffic Commission expressed concerns that STE was not being used for its intended purpose, which was to address speeding violations. This was due primarily to staffing issues with the LASD and a shortage of deputies able to provide Lidar/Radar enforcement. Lidar stands for Light Detection and Ranging; radar stands for Radio Detection and Ranging. Although no action was taken, Chair Wilson indicated he would discuss the concern with the City Council.

On April 10, 2023, the City Council discussed the issue and voted to eliminate STE.

At the May 25, 2023 Traffic Commission meeting, the LASD indicated there were now several deputies trained in Lidar/Radar enforcement. The Commission received the report but did not take action.

At the June 12, 2023 City Council meeting, the Council received a report on the Traffic Commission and voted, 4-1 (Black dissenting), to reinstate STE for FY23-24 (Attachment B).

DISCUSSION:
Typically, STE is reviewed by the Traffic Commission prior to the next Fiscal Year (FY) and budget adoption. The Commission is receiving this information later due to the delayed Municipal Law Enforcement Services Agreement (MLESA) adoption between LA County and the Contract Cities.

The LASD has provided deputy rates for FY24-25 (Attachment A). The proposal includes 275 hours divided into three phases, as follows, totaling a not-to-exceed $32,837.75:

- Phase 1: 132 hours from July 1, 2024, to November 30, 2024
- Phase 2: 16 hours from December 1, 2024, to December 30, 2024
- Phase 3: 127 hours from January 1, 2025, to June 30, 2025

The LASD maintains a visible deployment strategy while conducting traffic enforcement as a means of encouraging safe driving and to issue warnings if/when appropriate. The Traffic Commission has stressed the importance of enforcing speed limits and staff has emphasized this with LASD's supplemental traffic enforcement division. As of last year, the LASD Lomita Station has 17 deputies trained at Lidar/Radar, but not all are dedicated to traffic enforcement or the Palos Verdes Peninsula area. Typically, about two deputies handle traffic enforcement between the three contract Peninsula cities. Moving forward, the LASD indicated a priority will be given to deputies trained in Lidar/Radar who can issue speeding citations when signing up for STE.

STE utilizes deputies on overtime after completing a regular shift. As such, many deputies will only work approximately 4 hours performing STE at any given time based on availability and signing up for overtime hours.

FISCAL IMPACT:
STE is invoiced separately from the regional contract with the LASD and allocated from the City's COPS fund, which covers supplemental public safety activities. The COPS fund has $170,000 for FY24/25. A portion of this is used to offset 30% of each month's regular service contract towards other supplemental services. The remainder is allocated for STE.

The total proposed 275 hours for STE at $119.41 per hour of service is $32,837.75.

The following was spent on STE in the past three fiscal years:

- FY21/22 - $10,292
- FY22/23 - $12,185
- FY23/24 - $11,541

RECOMMENDATION:
Consider and approve as presented.

ATTACHMENTS:
Attachment A - CA_AGR_240627_LASD_SuppTrafficEnf_FY24-25_Proposal_F.pdf
Attachment B - CA_AGR_LACo_Sheriff_FY 23-24_SupplementalTrafficEnforcement.pdf

ROLLING HILLS TRAFFIC ENFORCEMENT FISCAL YEAR 2024-2025

The program will begin July 1, 2024. The supplemental traffic enforcement will run from July 1, 2024 through June 30, 2025. The primary focus of this direct traffic enforcement will be Monday thru Friday. Location will be random to increase our visibility and the effectiveness of the enforcement. Only those Sheriff Personnel that are trained in Lidar/Radar enforcement shall be utilized in the city as part of the supplemental traffic enforcement program. The breakdown is as follows:

PHASE 1

The first phase will start July 1, 2024 and continue through November 30, 2024. This will be a total of 132 hours. 60 hours from phase 1 will correspond with the first two weeks of the 2024/2025 school year, which tentatively begins on August 26, 2024.

The cost of the initial phase is $15,762.12 (132 hours X $119.41 per hour).

PHASE 2

A Second phase will begin on December 1, 2024 and will continue through December 30, 2024. The program will consist of 16 hours of traffic enforcement. The breakdown is as follows:

8 hours per week for 2 weeks for a total of 16 hours. The cost of this phase for the month of December will be $1,910.56 (16 hours X $119.41 per hour).

PHASE 3

A third phase will commence on January 1, 2025 and will conclude on June 30, 2025. The remaining 127 hours of traffic enforcement will be utilized throughout this time period. The breakdown is as follows:

127 hours spread over a 6 month time period. The cost of this phase is $15,165.07 (127 hours X $119.41).

The traffic office will work closely with city staff and residents to increase the overall effectiveness of the entire program. High visibility and compliance with traffic regulations will be the main goal of this operation. This will result in a safer environment for everyone traveling through the city of Rolling Hills.

If a shift is missed, it can be made up during the phase in which it was missed. This will ensure maximum coverage throughout the operation.

TOTAL COST FOR ALL 3 PHASES: $32,837.75 (275 hours X $119.41)

ROLLING HILLS TRAFFIC ENFORCEMENT FISCAL YEAR 2023-2024

The program will begin July 1, 2023. The supplemental traffic enforcement will run from July 1, 2023 through June 30, 2024. The primary focus of this direct traffic enforcement will be Monday thru Friday. Location will be random to increase our visibility and the effectiveness of the enforcement. The breakdown is as follows:

PHASE 1

The first phase will start July 1, 2023 and continue through November 30, 2023. This will be a total of 132 hours. 60 hours from phase 1 will correspond with the first two weeks of the 2023/2024 school year, which tentatively begins on August 26, 2023.

The cost of the initial phase is $13,820.40 (132 hours X $104.70 per hour).

PHASE 2

A Second phase will begin on December 1, 2023 and will continue through December 30, 2023. The program will consist of 16 hours of traffic enforcement. The breakdown is as follows:

8 hours per week for 2 weeks for a total of 16 hours. The cost of this phase for the month of December will be $1,675.20 (16 hours X $104.70 per hour).

PHASE 3

A third phase will commence on January 1, 2024 and will conclude on June 30, 2024. The remaining 127 hours of traffic enforcement will be utilized throughout this time period. The breakdown is as follows:

127 hours spread over a 6 month time period. The cost of this phase is $13,296.90 (127 hours X $104.70).

The traffic office will work closely with city staff and residents to increase the overall effectiveness of the entire program. High visibility and compliance with traffic regulations will be the main goal of this operation. This will result in a safer environment for everyone traveling through the city of Rolling Hills.

If a shift is missed, it can be made up during the phase in which it was missed. This will ensure maximum coverage throughout the operation.

TOTAL COST FOR ALL 3 PHASES: $28,792.50 (275 hours X $104.70)

Agenda Item No.: 12.A
Mtg. Date: 08/26/2024

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

FROM: **SAMANTHA CREW, MANAGEMENT ANALYST**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) FOR ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR HARBOR TOXINS TOTAL MAXIMUM DAILY LOADS (TMDL)**

DATE: **August 26, 2024**

BACKGROUND:
On May 5, 2011, the California Regional Water Quality Control Board (Regional Board) adopted a Total Maximum Daily Load (TMDL) for the Dominguez Channel and Los Angeles and Long Beach Harbors for metals and toxic pollutants. TMDL specifies compliance monitoring requirements for water, sediment, and fish tissue. In response, the City of Rolling Hills and other responsible agencies identified in the Harbor Toxics TMDL and the Municipal Separate Storm Sewer System (MS4) permit formed a Regional Monitoring Coalition (RMC). The RMC developed and implemented a Coordinated Compliance Monitoring and Reporting Plan (CCMRP), which enabled coalition members to coordinate monitoring at a shared, reduced cost.

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) is a fiduciary agent for administration and cost sharing for the implementation of the coordinated compliance, monitoring, and reporting plan for the Dominguez Channel and Los Angeles and Long Beach Harbors waters toxic pollutants total maximum daily loads (TMDL). In 2014, the first memorandum of understanding (MOU) was executed between the RMC and the GWMA. In 2019, a new five-year MOU was set forth (Attachment B).

The Regional Board was recently forced to make changes to its requirements as regulatory standards for TMDL's were revised. With the 2019 MOU expiring on December 31, 2024, the RMC produced an amendment to the 2019 MOU accounting for the regulatory changes and incorporating feedback from the City's stormwater consultant (McGowan) and the other

agencies.

In anticipation of the new FY 2024-25 to FY 2028-29 MOU, Staff introduced a cost-share formula to the City Council on March 25, 2024 (Attachment B). The formula affirms the City's share remains the same as stated in the previous two MOUs, although monitoring costs have seen a steep increase compared to the initial five-year MOU period. This inflation is due to increases in labor/lab costs and additional monitoring requirements from the recently updated TMDL.

DISCUSSION:
As mentioned, municipal agencies are assessed a share, comprised of an area cost, which is proportional to the agency's tributary area and a base cost, which is the same for each agency. Additionally, a 7%-15% non-member administrative fee for GWMA is also applied.

Individual National Pollutant Discharge Elimination System (NPDES) permit holders (typically industrial facilities) are also subject to the Harbor Toxics TMDL and associated monitoring requirements for the Greater Harbor Waters. They are encouraged to participate in the CCMRP and as such, this third MOU continues to authorize the GWMA to enter into separate agreements with individual NPDES permit holders for purposes of cost-sharing only. The individual NPDES permit holders are not direct parties to the MOU, nor do they have voting rights within the RMC. The participation of these individual NPDES permit holders proportionately reduces each participating municipal agency's annual cost under the MOU. For participant status, NPDES permit holder shall contribute an annual cost of thirty-four thousand, two hundred thirty-one dollars ($34,231.00), plus any applicable CPI adjustments.

The Flood Control District of Los Angeles County is contributing a flat 10% of the cost, consistent with its policy, for all the coordinated monitoring programs it participates in under the MS4 Permit. GWMA has retained a consultant, Anchor QEA, L.L.C., to conduct the monitoring necessary to implement the CCMRP.

Following the March 25, 2024 City Council meeting, McGowan, the City's stormwater consultant, stated in a Q&A document, "Participating in a group monitoring effort is significantly less expensive than performing this monitoring alone. The municipal stormwater permit is very clear that whether or not the city is meeting its pollutant waste load allocations (via deemed compliance or via direct pollutant monitoring), it is still required to monitor water quality in the receiving water (e.g., LA Harbor) and in stormwater outfalls (Peninsula monitoring program). For the City to be excused from this receiving water monitoring requirement would require the LA Water Board to modify the terms of the stormwater permit. We do not think they will be willing to do so, and we are concerned that pushing back too hard on this could jeopardize the City's deemed compliance via the 85th%, 24-hr retention." See Attachment B.

FISCAL IMPACT:
Monitoring costs will vary from year to year; however, costs will be averaged over the five-year monitoring program and invoiced annually. It is unknown how many NPDES permit holders will participate in the CCMRP. Once the MOU is executed, the individual NPDES agreements with GWMA will follow. Permittees are notified upon GWMA receiving a letter of interest from an Individual NPDES Permittee, and the MS4 Permittees are asked to approve and vote. In the previous MOU there were five (5) individual NPDES permit holders participating. With each NPDES contributor, the City's cost is reduced.

The Los Angeles County Flood Control District (LACFCD) contributes a flat 10% share.

Previous Cost Share for Rolling Hills - FY 2019-20 to FY 2023-24 (5 years), with 5 NPDES Permit Holders:
Area Cost = $7,973
Base Cost = $25,489
Area + Base = $33,462
GWMA Admin Cost = $5,019
Total Cost = $38,481
Maximum Annual Cost over a five-year period = $7,696

Cost Share for Rolling Hills - FY 2024-25 to FY 2028-29 (5 years) with 5 NPDES Permit Holders:
Area Cost = $13,394
Base Cost = $60,623
Area + Base = $74,017
GWMA Admin Cost = $11,103
Maximum Annual Cost of a five-year period = $17,024

Cost Share for Rolling Hills - FY 2024-25 to FY 2028-29 (5 years) with 0 NPDES Permit Holders (Worst Case):
Area Cost = $17,878
Base Cost = $80,918
Area + Base = $98,796
GWMA Admin Cost = $14,819
Maximum Annual Cost of a five-year period = $22,723

* There are remaining funds from the previous MOU, totaling $10,000. This will be credited between the Permittees for invoices in FY 2024-25.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PW_STW_240826_HT_TMDL_Amendment No.1 Harbor Toxic Pollutants.pdf
PW_STW_240408_HT_HarborToxinsCostShareAgendaPackage.pdf

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
AND
THE CITIES OF BELLFLOWER, LAKEWOOD, LONG BEACH, PARAMOUNT, RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SIGNAL HILL, AND LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS, THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE PORT OF LONG BEACH
FOR
ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR THE DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBORS WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS

This First Amendment to the Memorandum of Understanding ("MOU") dated April 15, 2019, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners ("POLA"), the County of Los Angeles, the Los Angeles County Flood Control District ("LACFCD"), and separately the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners ("Port of Long Beach") is made and entered into as of July 1, 2024.

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, for the purposes of the MOU, the term "Permittees" shall mean the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill, and the County of Los Angeles, the LACFCD, POLA, and the Port of Long Beach; and

WHEREAS, the Permittees and the GWMA are collectively referred to as the "Parties"; and

WHEREAS, the United States Environmental Protection Agency ("EPA") approved the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL"); and

WHEREAS, the Harbor Toxic Pollutants TMDL remains in effect and regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees; and

WHEREAS, the Regional Board adopted a new Regional MS4 Permit, NPDES Permit No. CAS004004 via Order No. R4-2021-0105 on July 23, 2021 with an effective date of September 11, 2021; and

WHEREAS, the Harbor Toxic Pollutants TMDL is implemented through the Regional MS4 Permit; and

WHEREAS, the Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip) and the Los Angeles River Estuary ("Greater Harbor Waters"); and

WHEREAS, the MOU pertains to those areas tributary to the Greater Harbor Waters; and

WHEREAS, the MOU is currently scheduled to expire on December 31, 2024; and

WHEREAS, the Permittees desire to extend the MOU and continue implementing the Coordinated Compliance, Monitoring, and Reporting Plan ("CCMRP") for the TMDL to ensure compliance with the TMDL and consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, monitoring cost increases have increased substantially due to requirements in the revised TMDL, including potential amendments to the existing CCMRP, more extensive chemistry sampling to meet high resolution PCB analysis and others, possible model revisions to address human health sediment quality objectives, potential hot spot investigations, and general cost increases; and

WHEREAS, pursuant to Section 9(m) of the MOU, the Permittees further desire to amend the MOU's cost share formula in light of the revision to the Harbor Toxic Pollutants TMDL and the new Regional MS4 Permit; and

WHEREAS, the CCMRP was approved by the Regional Board Executive Officer on June 6, 2014; and

WHEREAS, the Regional Board Executive Officer approved a revised CCMRP on November 19, 2019.

WHEREAS, implementation of the CCMRP requires administrative and professional coordination services for the Permittees that the GWMA is able and willing to provide; and

WHEREAS, the Permittees collaborate with the GWMA in the implementation of the CCMRP; and

WHEREAS, GWMA has retained a consultant, Anchor QEA, L.L.C. ("Consultant") to conduct monitoring necessary to implement the CCMRP will be beneficial to the Permittees; and

WHEREAS, the Permittees have requested an extension to the Consultant's agreement, and authorized GWMA to extend Consultnt's contract and serve as conduit for paying Consultant to continue implementing and conducting the monitoring set forth in the CCMRP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Term. Section 6 of the MOU ("Term") is amended to read as follows:

"Term. The term of this MOU shall commence on the effective date of this Agreement as set forth in the preamble and expire on December 31, 2029, unless terminated earlier pursuant to this MOU."

Section 3. Monitoring Costs. **Exhibit "A"** ("Monitoring Costs") is amended in its entirety and replaced with the version attached to this First Amendment.

Section 4. Other NPDES Permit Holders. Subsection 13(a) of the MOU ("Other NPDES Permit Holders") is amended to read as follows

"(a) Other NPDES Permit Holders.

i. Individual or general NPDES permit holders who are not Permittees but receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data to satisfy all or part of the monitoring and reporting requirements in their NPDES permits. Any such NPDES permit holder may submit a letter of interest to the Chair requesting to become a participant in the CCMRP. The letter of interest at a minimum shall contain a commitment to pay annually for participant status Thirty-Four Thousand Two Hundred Thirty-One Dollars ($34,231.00), plus any cumulative CPI Adjustment as defined below ("Annual Payment Amount"). The Annual Payment Amount will be annually and cumulatively adjusted during each year of this MOU's term based upon the percentage change in the Bureau of Labor Statistics' Consumer Price Index, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year ("CPI Adjustment"). The GWMA will use the Annual

Payment Amounts received from individual or general NPDES permit holders to reduce the Monitoring Costs charged to the Permittees.

ii. Upon receipt of the letter of interest, the Chair shall distribute the letter to the Permittees who shall vote on whether to grant the NPDES permit holder participant status. If the Permittees by majority vote determine that participant status should be granted, the Chair shall notify GWMA of the Permittees' approval. Upon receipt of a written notice from the Chair of the Permittees' approval for the NPDES permit holder to participate in the implementation of the CCMRP, the GWMA will enter into a separate cost share agreement with the NPDES permit holder that will require the NPDES permit holder to pay the Annual Payment Amount of Thirty-Four Thousand Two Hundred Thirty-One Dollars ($34,231.00), plus any applicable CPI Adjustments as set forth in Subsection 13(a)(i). Failure to pay the Annual Payment Amount by the date set forth in the agreement shall result in termination of the NPDES permit holder's participant status. The GWMA will deduct and retain from each NPDES permit holder's Annual Payment Amount an amount based on the percentage rate charged to Non-GWMA Members pursuant to Subsection 9(c)(ii) of this MOU in order to recover the GWMA's Administrative Costs.

iii. An NPDES permit holder accepted as a participant shall not be a Permittee or one of the Parties to this MOU and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees by this MOU. Participant status entitles an NPDES permit holder only to the monitoring data collected as part of the CCMRP and to have its name included on all reports submitted in accordance with the CCMRP for any fiscal year in which the participant has paid its Annual Payment Amount."

Section 5. Notices. Subsection 7(b) of the MOU ("Notices") is amended to read as follows:

> "Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:
>
> To GWMA:
>
> Grace Kast
> Executive Officer
> Gateway Water Management Authority
> 16401 Paramount Boulevard
> Paramount, CA 90723

To the Permittees:

Len Gorecki
Director of Public Works
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

Kelli Pickler
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Tom Modica
City Manager
City of Long Beach
411 W. Ocean Boulevard
Long Beach, CA 90802

Mario Cordero
Chief Executive Officer
Port of Long Beach
415 W. Ocean Boulevard
Long Beach, CA 90802

Lisa Wunder
Acting Director of Environmental Management
Port of Los Angeles on behalf of the City of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90713

Adriana Figueroa
Director of Public Works
City of Paramount
16400 Paramount Blvd.
Paramount, CA 90723

Ara Mihranian
City Manager
Rancho Palos Verdes
30940 Hawthorne Blvd
Rancho Palos Verdes, CA 90275

Karina Bañales
City Manager
City of Rolling Hills
2 Portuguese Road
Rolling Hills, CA 90274

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

Carlo Tomaino
City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755

Thuan Nguyen
Senior Civil Engineer
County of Los Angeles Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

Fred Gonzalez
Los Angeles County Flood Control District
900 S. Fremont Avenue
Alhambra, CA 91803-1331

Section 6. Except for the changes set forth herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the MOU to be executed on their behalf, respectively, as follows:

DATE:_____, 2024

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

_____
Adriana Figueroa
GWMA Chair

APPROVED AS TO FORM:

_____
Nicholas R. Ghirelli
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024 CITY OF BELLFLOWER

_____

Name:_____
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____

Name:_____ Name:_____
City Clerk City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024

CITY OF LONG BEACH HARBOR DEPARTMENT, acting by and through its Board of Harbor Commissioners

_____, 2024

_____
_____
Chie Executive Director
Long Beach Harbor Department

The foregoing document is hereby approved as to form.

Dawn McIntosh, City Attorney

_____, 2024

_____
_____
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024

CITY OF LAKEWOOD

_____

Name:_____
Mayor

ATTEST:

_____

Name:_____
City Clerk

APPROVED AS TO FORM:

_____

Name:_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024 CITY OF LONG BEACH

_____

Name:_____
City Manager

ATTEST:

_____

Name:_____
City Clerk

The foregoing document is hereby approved as to form.

Dawn McIntosh, City Attorney

_____, 2024 _____

Name:_____
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024

CITY OF LOS ANGELES, by its Board of Harbor Commissioners

_____

Name:_____
Executive Director

ATTEST:

_____

Name:_____
Board Secretary

APPROVED AS TO FORM AND LEGALITY:

_____, 2024
Hydee Feldstein Soto, City Attorney

_____, General Counsel

By: _____

Name:_____
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024

CITY OF PARAMOUNT

_____

Name:_____
Mayor

ATTEST:

_____

Name:_____
City Clerk

APPROVED AS TO FORM:

_____

Name:_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024

CITY OF RANCHO PALOS VERDES

_____

Name:_____
Mayor

ATTEST:

_____

Name:_____

City Clerk

APPROVED AS TO FORM:

_____

Name:_____

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024

CITY OF ROLLING HILLS

_____

Name:_____
Mayor

ATTEST:

_____

Name:_____
City Clerk

APPROVED AS TO FORM:

_____

Name:_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024

CITY OF ROLLING HILLS ESTATES

_____

Name:_____
Mayor

ATTEST:

_____

Name:_____
City Clerk

APPROVED AS TO FORM:

_____

Name:_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024	CITY OF SIGNAL HILL
	_____
	Name:_____
	Title:_____
ATTEST:	APPROVED AS TO FORM:
_____	_____
Name:_____	Name:_____
City Clerk	City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____, 2024

COUNTY OF LOS ANGELES

_____

Name:_____
Director of Public Works

APPROVED AS TO FORM:

_____

Name:_____
County Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By: _____

Name:_____
Chief Engineer

APPROVED AS TO FORM:

County Counsel

_____

Name:_____
Associate

Exhibit "A"
Monitoring Costs

Harbor Toxic Downstream Cost Share							
	Monitoring Cost						
Permittee	Area (mi^2)	Area Cost	Base Cost	Base Cost plus Area Cost*	Base Cost+Area Per Year	Maximum GWMA Admin Cost**	Maximum Annual Cost
LACFCD Contribution (flat 10%)	--	--	$296,700.00	$296,700	$59,340	$44,505	**$68,241**
Bellflower (GWMA Member)	4.39	$85,308	$80,918	$166,226	$33,245	$8,311	**$34,908**
Lakewood (GWMA Member)	7.53	$146,326	$80,918	$227,244	$45,449	$11,362	**$47,721**
Long Beach (GWMA Member)	39.46	$766,802	$80,918	$847,720	$169,544	$42,386	**$178,021**
Port of Long Beach (GWMA Member)	11.35	$220,557	$80,918	$301,476	$60,295	$15,074	**$63,310**
Los Angeles and Port of Los Angeles	20.35	$395,449	$80,918	$476,367	$95,273	$71,455	**$109,564**
Paramount (GWMA Member)	1.72	$33,424	$80,918	$114,342	$22,868	$5,717	**$24,012**
Rancho Palos Verdes	3.00	$58,297	$80,918	$139,215	$27,843	$20,882	**$32,020**
Rolling Hills	0.92	$17,878	$80,918	$98,796	$19,759	$14,819	**$22,723**
Rolling Hills Estate	0.35	$6,801	$80,918	$87,720	$17,544	$13,158	**$20,175**
Signal Hill (GWMA Member)	2.18	$42,363	$80,918	$123,281	$24,656	$6,164	**$25,889**
Unincorporated	0.36	$6,996	$80,918	$87,914	$17,583	$13,187	**$20,220**
Totals	**91.61**	**$1,780,200**	**$1,186,800**	**$2,967,000**	**$593,400**	**$267,021**	**$646,804**

Cost Share FY2024-2025 to FY2028-2029 (5 years)						
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder	GWMA Direct and Indirect Admin per Permit Holder*	Annual Payment per Permit Holder	Total Base Cost per Permit Holder for 5 Years	Total Direct & Indirect Admin Fee for Permit Holder for 5 Years	Total Cost per Permit Holder***
Individual or General NPDES Permit Holders	*$29,766*	*$4,465*	*$34,231*	**$148,830**	**$22,325**	**$171,155**
Total						**$0.00**

Costs Per Activity						
Activity	*2024-25*	*2025-26*	*2026-27*	*2027-28*	*2028-29*	*Cost FY24/25 - FY28-29*
Base Fee+Basin Plan Amendment***	**$417,500**	**$603,500**	**$651,500**	**$358,000**	**$936,500**	**$2,967,000**

RMC Members	
Agencies (30/60 split)	**11**
LACFCD (10% split)	**1**
Total	12

Cost Share Breakdown	
Base cost*	**30%**
Area cost	**60%**
LACFCD contribution	**10%**
Total	100%

Rates	
Years	**5**
GWMA members admin fee floor	**0%**
GWMA members admin fee ceiling	**5%**
GWMA non-members admin fee floor	**7%**
GWMA non-members admin fee ceiling	**15%**

Individual NPDES Permits	
Private sector permittees	**0**

* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.
** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.
*** Amounts shown are from Anchor QEA's Nov 2023 Proposal
Permittee costs will be adjusted based on the number of individual NPDES permitees that participate.

Agenda Item No.: 8.F
Mtg. Date: 04/08/2024

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

FROM: **SAMANTHA CREW, MANAGEMENT ANALYST**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE THE HARBOR TOXICS COST SHARE FORMULA FOR THE UPCOMING MEMORANDUM OF UNDERSTANDING WITH THE REGIONAL MONITORING COALITION**

DATE: **April 08, 2024**

BACKGROUND:
The City of Rolling Hills is required to do monitoring for its contribution to the Greater Harbor Waters Region. Instead of dealing with this alone, the City joined the Regional Monitoring Coalition (RMC) to share cost. The coalition includes the Port of Los Angeles, Port of Long Beach, Los Angeles County unincorporated areas, Los Angeles County Flood Control District, and the cities of Los Angeles, Rancho Palos Verdes, Rolling Hills Estates, Bellflower, Long Beach, Lakewood, Paramount, and Rolling Hills. In 2019, a memorandum of understanding (MOU) was established between the RMC group and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for administration and cost sharing for the implementation of the coordinated compliance, monitoring, and reporting plan for the Dominguez Channel and Los Angeles and Long Beach Harbors waters toxic pollutants total maximum daily loads (TMDL). The RMC meets quarterly to discuss issues affecting the Greater Harbor Waters Region. The City's stormwater consultant, McGowan Consultants, attends these meetings on behalf of the City of Rolling Hills.

In 2014, the RMC was formed in part to address new legislation dealing with TMDL that came into law in 2012. Since the start of the RMC, individual permittees (five private industrial users also responsible for monitoring) have paid an annual buy-in fee of $12,300 (plus administrative fees, etc.). Recently, regulatory standards for total maximum daily loads (TMDL) were revised, forcing the Regional Board to make changes to its requirements. In turn, this affects the monitoring program administered by the RMC, in which the City is a part of. Due to the new requirements, an amendment is needed for the upcoming five-year MOU period, including an updated share-cost formula. The current five-year MOU was executed in 2019 and expires on December 31, 2024. The RMC will be working on updating the MOU in the coming months. If the City rejects the share-cost formula and decides not to be part of the MOU, the City will still be required to conduct monitoring at a much steeper price.

On March 25, 2024, City staff presented the following information to the City Council:

In preparation of the updated MOU, the RMC has been meeting to discuss revising the cost-share table. For the last five years, the total cost was $1.68 million. For the upcoming five years, the cost will increase to $2.97 million.

The City of Rolling Hills would be expected (assuming the updated cost share is approved by the RMC) to receive an annual invoice for a maximum of $22,723 per year for the period of this proposed 5-year MOU (2024-2029). That cost may go down based on how many individual permittees (IP) participate (there have been five over the last ten years). Individual permittees are large private industrial businesses who also are responsible to conduct monitoring. Their contribution helps lower costs for cities such as Rolling Hills. The RMC is proposing to increase costs for the individual permittees to reflect the overall cost increases of the monitoring program (142%). Overall monitoring costs have gone up, partly due to general increases in labor and lab costs, and also due to increased monitoring requirements due to new permit requirements included in the recently updated TMDL.

Base costs were previously agreed to cover 30% of the total monitoring costs (agreed to by the RMC when the coalition was established). The base costs would go down based on the number of individual permittees. Each named permittee (cities and county) is expected to pay the same base fee for the 5-year period ($80,918); LA County Flood Control District pays 10% of the total. The base costs were determined previously to cover 30% of monitoring costs. Additionally, each jurisdiction's area contribution was determined (area contributing stormwater runoff to the receiving waters in question (San Pedro Bay). The City of Rolling Hills was previously determined to have a 0.92-square-mile discharge area that drains to the receiving waters.

The formula for area cost break down are as follows:

- (RH square miles/total square miles discharging stormwater to the receiving water) * (total cost for 5 years of monitoring – total input by IP) * area cost percentage (determined to be 60%) = area contribution amount

- 0.92/91.61 * 2,967,000 – 0 (assuming no IP) * 0.60 = $17,878 (area cost based on worst-case scenario)

There are additional administrative fees applied by GWMA, which are between 5%-10% ($14,819 for the City). The total costs (area fee, base fee, and admin costs) add up to $113,615 total for the 5-year period ($22,723 annually).

For the past five years, the City has been paying $7,315 per year (amended from the original $7,696 per year in the MOU). This is expected to increase from $17,024 to $22,723 (worst-case scenario), depending on IP opting in. The attached tables show the new recommended fee and the worst-case scenario.

McGowan has reviewed the new recommended fee in the cost-share spreadsheet. In comparison with the previous cost-share tables from the 2019 MOU, the city’s proportionate share of the cost is similar. The cost-share spreadsheet is based on a 30-60-10 split in which 30% is the base cost, 60% is the cost based on a jurisdiction's land area, and 10% is paid by the LA County Flood Control District.

The City Council unanimously directed staff to work with McGowan Consultants regarding potentially exiting the Regional Monitoring Coalition or, if not possible, requesting a reduction of the City's proposed cost share amount and return with an update at the April 8, 2024 City Council meeting.

DISCUSSION:
After consulting with McGowan Consultants, staff found that agreeing to the cost share formula is the best and most economic path. There are a few points that lean towards this conclusion.

Our retention rate and monitoring the flow, does not exempt us from water quality monitoring in the receiving waters. Additionally, regardless of the quantity of pollutants discharging into the San Pedro Bay, Rolling Hills is still expected to pay for monitoring as deemed in the Municipal Separate Storm Sewer System (MS4). TMDL monitoring is complicated and costly, hence the cost share model.

Furthermore, if the city chooses not to participate with the Regional Monitoring Coalition (RMC), this could position us to take on the sole burden for any remediation that may be needed if toxins were ever found coming from our tributary. McGowan Consultants felt that this risk would not be advisable.

Challenging our participation in TMDL monitoring, McGowan said, may compromise the favorable position we are currently in regarding compliance.

ADDITIONAL INFORMATION
Staff joined with McGowan consultants to explore questions asked by the Council at the March 25, 2024 City Council meeting. The following questions and answers are meant to fulfill the Council's request for additional information.

How did the City originally get placed on this list?

When the TMDL for Toxic Pollutants in Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters was adopted by the Los Angeles Regional Water Quality Control Board on May 5, 2011, the City was listed as a Responsible Party due to its contributory drainage area to the Los Angeles Harbor (east side of the City).

Where does the area come from? Who came up with the map?

The map may have been established by the Los Angeles Regional Board staff or the Los Angeles County Flood Control District staff. City staff, along with McGowan Consultants, would have to conduct some additional research to determine the origin. That said, there is no basis to dispute the City's tributary area to the harbor since the Palos Verdes Peninsula Watershed Management Program (WMP) shows it as slightly larger than the TMDL does.

Has any water been cleaned to date?

Yes. Stormwater capital projects have been implemented in other jurisdictions tributary to the harbors. An important example is the Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Project located along the lower Los Angeles River which has a capacity to treat

two million gallons per day of urban runoff and stormwater (LB-MUST). The Ports of LA and Long Beach are also conducting maintenance dredging and implementing projects such as channel deepening and habitat improvement projects. A report that was submitted in March 2022 summarizes a host of actions that have been taken or are being planned, including stormwater projects, pollutant source control best management practices, and sediment management remedial actions (see Attachment E - Harbor toxics TMDL Phase II Implementation Report, Table 1) that report lists water quality improvement actions being implemented by the Ports of Los Angeles and Long Beach and each of the tributary watershed management groups, including the Palos Verdes Peninsula group. There are also regulatory measures that, over time, will decrease certain toxic pollutants in the harbor waters, specifically, the phase-out of copper in automotive brake pads via state and federal requirements is gradually reducing the load of copper entering marine waters as vehicle owners replace the brake pads on their vehicles over time or purchase new vehicles.

What are the names of the five industrial permittees?

Long Beach Generation, Morton Salt, Metropolitan Stevedore, Petro-Diamond, and Vopak Long Beach Terminal.

Regarding the Sepulveda Canyon, is most of the City stormwater being absorbed?

McGowan Consulting has not had the opportunity to review the current (2023-24) rain year results. However, McGowan Consultants have reviewed three years of flow monitoring (2020-21, 2021-22, and 2022-23). Based on a review of that data and NV5's report, it was observed that during average or lower-than-average rain years, most of the rain that falls within the city is being absorbed. However, during higher-than-average rain years such as the 2022-23 year and this current rain year, or following prolonged or intense rainfall events, there is water discharged to the downstream storm drain system from the City of Rolling Hills.

What would be the cost of monitoring the City's stormwater that enters into San Pedro Bay?

City Staff and McGowan Consultants believe that the Sepulveda Canyon flow monitoring data is representative of other canyons in the City so that the City should not need to conduct flow monitoring in other canyons directly tributary to San Pedro Bay in order to claim deemed compliance with the Harbor Toxics TMDL. That is how the City's case as an 85th percentile, 24-hour runoff retention area was presented in the updated WMP. The LA Water Board's letter conditionally approving the WMP was a bit unclear as to the City's deemed compliance for the Harbor watershed. As a results, McGowan Consultants, will be requesting clarification of that. However, if the City were to be required to conduct flow monitoring in a representative canyon tributary to San Pedro Bay to demonstrate retention of the 85th percentile, 24-hour runoff volume in that watershed, the cost would be similar to what the city is currently incurring for Sepulveda Canyon flow monitoring, and possibly a bit less since this would be an add-on to NV5's scope and there should be some efforts in common for such monitoring and data review/reporting. That said, deemed compliance does not avoid the City's responsibility for meeting the MS4 Permit's water quality monitoring requirements, including receiving water monitoring in LA Harbor waters.

What would the potential savings be if the City did not participate in the RMC?

There would be no savings in monitoring costs because the City must conduct monitoring

whether or not it receives deemed compliance via retention of the 85th%, 24-hr runoff rainfall event. Monitoring is required of all permittees, including TMDL receiving water monitoring which is what the Harbor Toxics monitoring is.

When does the City have to agree or not agree to the cost share?

No hard deadline has been given, but the Harbor Regional Monitoring Coalition (RMC) would like a response soon so that they can move forward with the preparation of a new MOU for the next five years.

How can the City work around paying the same base rate as larger cities?

The base rate was negotiated ten years ago with the first MOU, at which time various formulas were considered and negotiated between the smaller and larger cities. City Staff and McGowan Consultants are not hopeful that the group would be willing to renegotiate this formula.

Does the City have to pay if we're not contributing?

Participating in a group monitoring effort is significantly less expensive than performing this monitoring alone. The municipal stormwater permit is very clear that whether or not the city is meeting its pollutant waste load allocations (via deemed compliance or via direct pollutant monitoring), it is still required to monitor water quality in the receiving water (e.g., LA Harbor) and in stormwater outfalls (Peninsula monitoring program). For the City to be excused from this receiving water monitoring requirement would require the LA Water Board to modify the terms of the stormwater permit. City Staff and McGowan Consultants do not think they will be willing to do so and are concerned that pushing back too hard on this could jeopardize the City's deemed compliance via the 85th%, 24-hr retention.

Concluding this follow up with McGowan Consultants, staff recommends that the City Council approve the cost share formula as presented. Once the GWMA MOU is authored, staff will return and present those terms to the City Council.

FISCAL IMPACT:
GWMA members pay 0-5% of administration costs, and non-members pay 5-10%. Annual membership dues to the GWMA for FY 2021/2022 were $15,000. According to the cost share formula, the City's total administrative cost is $14,819 (Base Cost + Area Cost x 7.5%, as non-members). Alternatively, if the city were to become a member of the GWMA, the administration cost would be $9,879 (Base Cost + Area Cost x 5%, as members). As such, the City of Rolling Hills would see no savings for being a member of the GWMA as the membership cost plus administrative cost would be $24,879.

It is important to note that $8,000 will be covered by Measure W under the "new projects" category. Originally, the estimate was $2,000, but the planned expenditures for the Safe Clean Water (SCW) Annual Plan FY24-25 was revised after the City received the updated cost from RMC. Furthermore, additional funds may be recoverable under Measure W if individual permittees decide not to participate. In that instance, the City would document the additional cost incurred and would report the reason for the increase in the Safe Clean Water Annual Plan due in December 2024.

RECOMMENDATION:
Staff recommends that the City Council approve the cost share formula.

ATTACHMENTS:
Attachment A - PW_MS4_RH_AnnualPlan2024-25_SCW_Expenditures(Final2).pdf
Attachment B - Harbor Toxic Downstream FY 2024-2029_R1.pdf
Attachment C - Harbor Toxic Downstream FY 2024-2029_R1_worse case.pdf
Attachment D - GWMA_MOU_FINAL_2019.pdf
Attachment E - PW_MS4_TMDL Phase II Report_FINAL_March2022.pdf

PLANNED EXPENDITURES FOR FY2024-2025 SAFE CLEAN WATER MUNICIPAL PROGRAM						
Item	Description	Estimated cost for Line Item	Cost to be Recovered via Measure W for Ongoing Programs - up to 30% of planned expenditures	Cost to be Recovered via Measure W for New Projects or Programs - at least 70% of planned expenditures	Source	Explanation
1a	Coordinated Integrated Monitoring Program (CIMP) and City's share of Harbor Toxics TMDL	$ 67,000	$ 50,000.00		City's maximum cost under CIMP MOU Amendment 2 less $10K in new costs shown in Item 1b plus 58% of City's maximum cost under new cost-share for Harbor Toxics TMDL assuming 5 industrial facilities participate - all rounded up to nearest $1K.	CIMP monitoring and Harbor Toxcis TMDL monitoring are ongoing efforts implemented prior to adoption of Measure W by the voters in November 2018. Ongoing monitoring costs are therefore limited to a maximum of 30% of the City's Safe Clean Water Expenditures in a given fiscal year. Allowable expenditure is calculated by applying the 30:70 (ongoing vs new effort) ratio against total expenditures in the 70% new effort column.
1b	CIMP Implementation of new 2021 MS4 Permit Requirements and Harbor Toxics monitoring increased cost due to TMDL revision	$ 18,000.00		$ 18,000.00	Allocation of increased costs for CIMP and Harbor Toxics monitoring due to new requirement in the 2021 Regional Stormwater Permit and revised Harbor Toxics TMDL, respectively. Assumed $10K for CIMP and 42% of City's maximum cost under new cost-share for Harbor Toxics assuming 5 industrial facilities participate. Rounded up to nearest $1K.	New requirements in 2021 Stormwater Permit and revised Harbor Toxics TMDL can be considered new effort in the 70% category.
2	Sepulveda Canyon Monitoring Study	$ 21,000.00		$ 21,000.00	Estimated based on existing NV5 contract and escalated by 5%.	Newly required by LA Water Board as a condition of City joining the Peninsula WMP for documenting the deemed compliance via 85%, 24-hr runoff retention. Since this is a new requirement it falls in the 70% new effort category.
3	SCW Municipal Program Planning and Reporting	$ 9,000.00		$ 9,000.00	McGowan Task 2.2 - Consultant assistance with SCW planning and reporting including assisting City in commenting on and executing new Municipal Transfer Agreement with LACFCD.	Eligible in the 70% category as a new effort since it is required by the SCW program.
4	Enhanced Sediment Source Control	$ 6,000.00		$ 6,000.00	10% of contract code enforcement cost for additional oversight of construction sites and brush clearance ordinance - same as allocated for FY23-24	New effort to address storm-borne sediment pollutants associated with insufficiently controlled construction sites and brush clearance to prevent wildfires and associated toxic pollutants.
5	Watershed Management Program Adaptive Management & Progress Reporting	$ 5,000.00		$ 5,000.00	McGowan Task 8.1. - increased amount to reflect average effort experienced during FY22-23 and FY23-24	City's participation in watershed progress reporting and watershed management program as a result of joining the Peninsula EWMP is a new effort implemented to comply with the 2021 Stormwater Permit.
6	Development & Implementation of Community Outreach/Engagement	$ 6,000.00		$ 6,000.00	McGowan Task 8.2 and 2.1 plus Other Direct Costs invoiced by McGowan for website hosting and media kit revision.	Effort to develop new materials and methods for and tracking of dissemination and engagement as required by 2021 Stormwater Permit.
7	Wildfire Prevention Measures	$ 50,000.00		$ 50,000.00	To be allocated towards City match for the FEMA grant for wildfire control.	New effort to prevent wildfires also prevents post-fire stormwater pollution associated with multiple pollutants that are mobilized in stormwater after a fire. These pollutants include targeted TMDL pollutants: nitrogen, phosphorus, metals, and sediment-borne toxic pollutants.
Expenditures			**$ 50,000.00**	**$ 115,000.00**	**$ 165,000.00**	Check: total planned expenditures are less than estimated total SCW Municipal funds available to spend in FY2024-25 as shown below.

Estimated carryover of unspent funds from previous years	$	89,397.67	see Fund Tracking tab
Mesure W estimated disbursement to be received in December 2024 from LACFCD	$	100,000.00	Note that SCW website references prior fiscal year because it is the year they collect the taxes even though not disbursed to City until midway through the following year.
Total SCW Municipal Funds Available to Spend less 10% for safety factor	$	170,457.90	

Harbor Toxic Downstream Cost Share							
	Monitoring Cost						
Permittee	Area (mi^2)	Area Cost	Base Cost	Base Cost plus Area Cost*	Base Cost+Area Per Year	Maximum GWMA Admin Cost**	Maximum Annual Cost
LACFCD Contribution (flat 10%)	- -	- -	$222,285.00	$222,285	$44,457	$33,343	**$51,126**
Bellflower (GWMA Member)	4.39	$63,912	$60,623	$124,535	$24,907	$6,227	**$26,152**
Lakewood (GWMA Member)	7.53	$109,626	$60,623	$170,249	$34,050	$8,512	**$35,752**
Long Beach (GWMA Member)	39.46	$574,481	$60,623	$635,104	$127,021	$31,755	**$133,372**
Port of Long Beach (GWMA Member)	11.35	$165,240	$60,623	$225,863	$45,173	$11,293	**$47,431**
Los Angeles and Port of Los Angeles	20.35	$296,267	$60,623	$356,890	$71,378	$53,533	**$82,085**
Paramount (GWMA Member)	1.72	$25,041	$60,623	$85,664	$17,133	$4,283	**$17,989**
Rancho Palos Verdes	3.00	$43,676	$60,623	$104,299	$20,860	$15,645	**$23,989**
Rolling Hills	0.92	$13,394	$60,623	$74,017	$14,803	$11,103	**$17,024**
Rolling Hills Estate	0.35	$5,095	$60,623	$65,719	$13,144	$9,858	**$15,115**
Signal Hill (GWMA Member)	2.18	$31,738	$60,623	$92,361	$18,472	$4,618	**$19,396**
Unincorporated	0.36	$5,241	$60,623	$65,864	$13,173	$9,880	**$15,149**
Totals	**91.61**	**$1,333,710**	**$889,140**	**$2,222,850**	**$444,570**	**$200,050**	**$484,580**

Cost Share FY2024-2025 to FY2028-2029 (5 years)						
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder	GWMA Direct and Indirect Admin per Permit Holder*	Annual Payment per Permit Holder	Total Base Cost per Permit Holder for 5 Years	Total Direct & Indirect Admin Fee for Permit Holder for 5 Years	Total Cost per Permit Holder***
Individual or General NPDES Permit Holders	*$29,766*	*$4,465*	*$34,231*	**$148,830**	**$22,325**	**$171,155**
Total for 5 Individual Permit Holders						**$855,772.50**

Costs Per Activity						
Activity	***2024-25***	***2025-26***	***2026-27***	***2027-28***	***2028-29***	***Cost FY24/25 - FY28-29***
Base Fee+Basin Plan Amendment***	**$417,500**	**$603,500**	**$651,500**	**$358,000**	**$936,500**	**$2,967,000**

* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.
** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.
*** Amounts shown are from Anchor QEA's Nov 2023 Proposal
Permittee costs will be adjusted based on the number of individual NPDES permitees that participate.

RMC Members	
Agencies (30/60 split)	**11**
LACFCD (10% split)	**1**
Total	12

Cost Share Breakdown	
Base cost*	**30%**
Area cost	**60%**
LACFCD contribution	**10%**
Total	100%

Rates	
Years	**5**
GWMA members admin fee floor	**0%**
GWMA members admin fee ceiling	**5%**
GWMA non-members admin fee floor	**7%**
GWMA non-members admin fee ceiling	**15%**

Individual NPDES Permits	
Private sector permittees	**5**

Indiv Permittees:
Long Beach Generation;
Metropolitan Stevedore;
Morton Salt;
Petro Diamond
Vopak

Harbor Toxic Downstream Cost Share							
	Monitoring Cost						
Permittee	**Area (mi^2)**	**Area Cost**	**Base Cost**	**Base Cost plus Area Cost***	**Base Cost+Area Per Year**	**Maximum GWMA Admin Cost****	**Maximum Annual Cost**
LACFCD Contribution (flat 10%)	- -	- -	$296,700.00	$296,700	$59,340	$44,505	**$68,241**
Bellflower (GWMA Member)	4.39	$85,308	$80,918	$166,226	$33,245	$8,311	**$34,908**
Lakewood (GWMA Member)	7.53	$146,326	$80,918	$227,244	$45,449	$11,362	**$47,721**
Long Beach (GWMA Member)	39.46	$766,802	$80,918	$847,720	$169,544	$42,386	**$178,021**
Port of Long Beach (GWMA Member)	11.35	$220,557	$80,918	$301,476	$60,295	$15,074	**$63,310**
Los Angeles and Port of Los Angeles	20.35	$395,449	$80,918	$476,367	$95,273	$71,455	**$109,564**
Paramount (GWMA Member)	1.72	$33,424	$80,918	$114,342	$22,868	$5,717	**$24,012**
Rancho Palos Verdes	3.00	$58,297	$80,918	$139,215	$27,843	$20,882	**$32,020**
Rolling Hills	0.92	$17,878	$80,918	$98,796	$19,759	$14,819	**$22,723**
Rolling Hills Estate	0.35	$6,801	$80,918	$87,720	$17,544	$13,158	**$20,175**
Signal Hill (GWMA Member)	2.18	$42,363	$80,918	$123,281	$24,656	$6,164	**$25,889**
Unincorporated	0.36	$6,996	$80,918	$87,914	$17,583	$13,187	**$20,220**
Totals	**91.61**	**$1,780,200**	**$1,186,800**	**$2,967,000**	**$593,400**	**$267,021**	**$646,804**

RMC Members	
Agencies (30/60 split)	**11**
LACFCD (10% split)	**1**
Total	12

Cost Share Breakdown	
Base cost*	**30%**
Area cost	**60%**
LACFCD contribution	**10%**
Total	100%

Rates	
Years	**5**
GWMA members admin fee floor	**0%**
GWMA members admin fee ceiling	**5%**
GWMA non-members admin fee floor	**7%**
GWMA non-members admin fee ceiling	**15%**

Cost Share FY2024-2025 to FY2028-2029 (5 years)						
Other NPDES Permit Holder	**Annual Monitoring Cost per Permit Holder**	**GWMA Direct and Indirect Admin per Permit Holder***	**Annual Payment per Permit Holder**	**Total Base Cost per Permit Holder for 5 Years**	**Total Direct & Indirect Admin Fee for Permit Holder for 5 Years**	**Total Cost per Permit Holder*****
Individual or General NPDES Permit Holders	*$0*	*$0*	*$0*	**$0**	**$0**	**$0**
Total						**$0.00**

Individual NPDES Permits	
Private sector permittees	**0**

Costs Per Activity						
Activity	***2024-25***	***2025-26***	***2026-27***	***2027-28***	***2028-29***	***Cost FY24/25 - FY28-29***
Base Fee+Basin Plan Amendment***	**$417,500**	**$603,500**	**$651,500**	**$358,000**	**$936,500**	**$2,967,000**

* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.
** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.
*** Amounts shown are from Anchor QEA's Nov 2023 Proposal
Permittee costs will be adjusted based on the number of individual NPDES permitees that participate.

16401 Paramount Boulevard
Paramount, CA 90723
562.663.6850 phone
562-634-8216 fax

www.gatewaywater.org

Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

RECEIVED
JUL 24 2019
City of Rolling Hills
By _____

July 22, 2019

City of Rolling Hills
Attn: Elaine Jeng
City Manager
2 Portuguese Road
Rolling Hills, CA 90274

Subject: Harbor Toxic Downstream Executed Memorandum of Understanding (MOU)

Dear Elaine,

Enclosed for your records is the executed agreement between GWMA and City of Rolling Hills for administration and cost sharing for the implementation of the coordinated compliance, monitoring and reporting plan for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants TMDL that extends through December 31, 2024.

Best regards,

Traci Gleason, PE
Program Manager

cc: Grace Kast – Executive Officer

Enclosure

Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County
Members: Artesia · Avalon · Bell · Bell Gardens · Bellflower ·Central Basin Municipal Water District · Cerritos · Commerce · Compton · Cudahy · Downey
Hawaiian Gardens · Huntington Park · La Mirada · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Montebello · Norwalk · Paramount
Pico Rivera · Port of Long Beach · Santa Fe Springs · Signal Hill ·South Gate · Vernon · Water Replenishment District of Southern California · Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF BELLFLOWER, LAKEWOOD, LONG BEACH, PARAMOUNT, RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SIGNAL HILL, AND LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS, THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE PORT OF LONG BEACH

FOR ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR THE DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBORS WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS

This Memorandum of Understanding ("MOU") is made and entered into as of April 15, 2019 by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners ("POLA"), the County of Los Angeles, the Los Angeles County Flood Control District ("LACFCD"), and separately the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners ("Port of Long Beach").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, for the purposes of this MOU, the term "Permittees" shall mean the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill, and the County of Los Angeles, the LACFCD, POLA, and the Port of Long Beach; and

WHEREAS, the Permittees and the GWMA are collectively referred to as the "Parties"; and

WHEREAS, the United States Environmental Protection Agency approved the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL"); and

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees; and

WHEREAS, the Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip) and the Los Angeles River Estuary ("Greater Harbor Waters"); and

WHEREAS, several of these Permittees are in multiple watersheds and this MOU shall only pertain to those areas tributary to the Greater Harbor Waters; and

WHEREAS, the Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by implementing the Coordinated Compliance, Monitoring, and Reporting Plan ("CCMRP") for the TMDL to ensure compliance with the TMDL and consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, the CCMRP was approved by the Los Angeles Regional Water Quality Control Board's ("Regional Board") Executive Officer on June 6, 2014; and

WHEREAS, the Permittees have elected to implement the CCMRP to address the Harbor Toxic Pollutants TMDL requirements; and

WHEREAS, implementation of the CCMRP requires administrative and professional coordination services for the Permittees that the GWMA is able and willing to provide; and

WHEREAS, the Permittees have collaborated with the GWMA in the implementation of the CCMRP; and

WHEREAS, the Permittees have determined that the costs of implementing the CCMRP and other related costs incurred by the GWMA in administering this MOU should be shared by the Permittees; and

WHEREAS, each Permittee shall pay its share of the costs of implementing the CCMRP, and any administrative costs related thereto, based on the Cost Sharing Tables in Exhibit A; and

WHEREAS, individual NPDES permit holders that are not Permittees may wish to participate in the CCMRP for individual permit compliance; and

WHEREAS, the Parties contemplate allowing other individual NPDES permit holders to participate in the CCMRP without being a party to this MOU, in order to minimize the costs of preparing and implementing the CCMRP to each of the Permittees; and

WHEREAS, the Parties authorize the GWMA to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOU) for CCMRP cost sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the CCMRP, the Parties contemplate that the Cost Sharing Tables in **Exhibit "A"** will be modified as appropriate and each Permittee's proportional payment obligation reduced accordingly to reflect the other individual NPDES permit holders' payments; and

WHEREAS, the Parties have determined that authorizing the GWMA to retain a consultant to conduct monitoring necessary to implement the CCMRP will be beneficial to the Permittees; and

WHEREAS, the Permittees have approved a consultant, Anchor QEA, L.L.C. ("Consultant") and authorized GWMA to hire and serve as conduit for paying Consultant to implement and conduct the monitoring set forth in the CCMRP; and

WHEREAS, GWMA and Consultant entered into an agreement dated July 10, 2014 for the purpose of retaining the Consultant to implement and conduct the monitoring set forth in the CCMRP and perform other professional services ("Consultant Agreement"), incorporated herein by this reference; and

WHEREAS, the Consultant Agreement was first amended in order to extend the expiration date from September 30, 2019 to December 31, 2019, and more recently amended to further extend the expiration date to December 31, 2024; and

WHEREAS, the Consultant shall conduct monitoring to implement the CCMRP and any other plans, as set forth in the Scope of Work of the Consultant Agreement, any amendments thereto or a new agreement that the GWMA and/or the Permittees may approve with the Consultant or an alternative firm; and

WHEREAS, the role of the GWMA is to: (a) invoice and collect funds from each of the Permittees to cover the costs of implementing the CCMRP and paying the Consultant; (b) administer the Consultant's contract for implementation of the CCMRP; and (c) at the request of the Permittees, negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for participation in the implementation of the CCMRP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to share in the cost of implementing the CCMRP and to compensate the GWMA for costs associated with its role and duties under this MOU.

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

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on the GWMA and the Permittees that execute this MOU.

Section 6. Term. The term of this MOU shall commence on the effective date of this Agreement as set forth in the preamble and expire on December 31, 2024, unless terminated earlier pursuant to this MOU.

Section 7. Permittee Representative.

(a) Each Permittee shall appoint a representative ("Representative") and, as necessary, an "Alternate Representative" to attend meetings of the Permittees. Each Permittee shall have one vote on decisions to be made by the Permittees. A Permittee may not appoint a person to serve as its Representative or Alternate Representative if the person owns, manages, operates, is employed by, or otherwise has a financial interest in, the Consultant or if the person has a financial interest in any foreseeable decisions made by the Permittees. Except as noted below, all decisions to be made by Permittees shall require a majority vote of all of the Permittees.

(b) The Permittees shall appoint a Chair ("Chair"), who shall have the authority to speak on behalf of the Permittees to the GWMA on decisions to be made by the Permittees. The Permittees may also appoint a Vice-Chair ("Vice-Chair"), who shall have the authority to speak on behalf of the Permittees in the event the Chair is unavailable. The Permittees shall inform the GWMA of the names of the Chair and Vice-Chair in writing. The GWMA may rely on written directions from the Chair, or the Vice-Chair, if the Chair is unavailable. In the event of conflicting directions from the Chair and the Vice-Chair, the GWMA shall rely on the Chair's direction. Subject to the provisions of this subparagraph (b), the Chair shall be the exclusive means of communication between the Permittees and the GWMA.

(c) Upon the Permittees' approval of the following items, the GWMA will take action on them in accordance with the Permittee's direction: (i) the Consultant's scope of work and any amendments thereto; (ii) the payment of the Consultant's invoices; (iii) the payment of any other costs as the Permittees deem necessary; (iv) budget increases; and (v) the participation of individual NPDES permit holders in the cost-sharing relating to the CCMRP. Notwithstanding the foregoing, the GWMA may pay the Consultant's invoices or any other financial obligations arising out of this MOU if

the Permittees either fail to act in a timely manner or their decision would cause the GWMA to breach a contractual obligation to a third party.

Section 8. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from each of the Permittees to cover the costs of implementing the CCMRP and paying the Consultant, according to the Cost Sharing Tables in **Exhibit "A"**;

(b) The GWMA shall administer the Consultant's contract for implementation of the CCMRP by contracting with and paying the Consultant as approved by the Permittees; and

(c) At the request of the Permittees, the GWMA is authorized and shall negotiate, enter into agreements with, and collect funds from individual NPDES permit holders that are not Permittees for participation on the implementation of the CCMRP.

Section 9. Financial Terms.

(a) Each Permittee shall pay: (1) its proportional share of costs identified in the Cost Sharing Tables as "Monitoring Costs" in **Exhibit "A"** ("Monitoring Costs"); and (2) for Consultant and any other related costs which the Chair informs the GWMA in writing that the Permittees have approved, provided, however, that the LACFCD's Monitoring Costs shall not exceed ten percent (10%) of the sum total of all Monitoring Costs without the LACFCD's written agreement.

(b) In the event the Permittees approve an increase in the budget that would cause the LACFCD's Monitoring Costs to exceed ten percent (10%) of the total Monitoring Costs, the GWMA shall terminate this MOU if (i) the LACFCD does not inform the GWMA in writing within thirty (30) days that it will pay its increased Monitoring Costs or (ii) the Permittees, through their Chair, do not inform the GWMA in writing within thirty (30) days that the other Permittees agree to absorb the LACFCD's Monitoring Costs that exceed ten percent (10%) of the total Monitoring Costs.

(c) In addition to the Monitoring Costs, each Permittee, including LACFCD, shall also pay its proportional share of the GWMA's staff time for hiring the Consultant, managing the Consultant Agreement, invoicing the Permittees, reasonable legal fees and staff costs incurred by the GWMA in the performance of its duties under this MOU, audit expenses, and other overhead costs ("Administrative Costs"). The GWMA shall calculate the Administrative Costs in accordance with Subsection (i) and (ii) below and will add the applicable Administrative Costs to each Permittee's invoice. For reference purposes only, the maximum amount of each Permittee's Administrative Costs are identified in **Exhibit "A".**

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs do not include the GWMA's estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the Administrative Costs will range

between zero percent (0%) and five percent (5%) of the Permittee's Monitoring Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Chair fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the Administrative Costs will also include the GWMA's estimated indirect, overhead costs. The rate charged to Non-GWMA Members, including LACFCD, in order to recover direct Administrative Costs will range between five percent (5%) and ten percent (10%) of the Permittee's Monitoring Costs and the rate charged to recover indirect Administrative Costs will range between two percent (2%) and five percent (5%) of the Permittee's Monitoring Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA may increase or decrease the rates charged to recover the Administrative Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Chair fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

(d) Any increase above the costs listed in **Exhibit "A,"** will require an amendment to this MOU. The GWMA shall not expend funds nor incur obligations in excess of the projected costs without prior notification to and approval by the Permittees.

(e) Each Permittee has received its invoice for the 2018-2019 fiscal year. The GWMA shall submit an invoice for the 2019-2020 fiscal year to each Permittee reflecting each Permittee's Monitoring Costs and Administrative Costs, as provided in this Section 9 and **Exhibit "A"** no later than July 1, 2019, less any reserves currently held by the GWMA in connection with the Permittee's obligations under this MOU, if any. For each successive year commencing with the 2020-2021 fiscal year, the GWMA shall submit invoices to the Permittees as provided in this Section 9 and **Exhibit "A"** no later than July 1st annually.

(f) The GWMA shall not be required to incur obligations for any fiscal year in excess of the costs reflected in **Exhibit "A"** or in excess of any budget approved by the GWMA and the Permittees unless the Permittees authorize the GWMA to expend the additional funds. The GWMA may suspend the work of the Consultant as necessary to avoid incurring additional financial obligations.

(g) Upon receiving an invoice from the GWMA, each Permittee shall pay its invoice to the GWMA within sixty (60) days of the invoice's date.

(h) A Permittee will be delinquent if its invoiced payment is not received by the GWMA within sixty (60) days after the invoice's date. The GWMA will

follow the procedure listed below, or such other procedure that the Permittees direct to effectuate payment: 1) verbally contact the representative of the delinquent Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the delinquent Permittee at the address listed in Section 13 of the MOU. If payment is not received within ninety (90) days of the invoice date, the GWMA may terminate this MOU unless the City Managers/Administrators/Chief Executive Officers for those non-delinquent Permittees inform the GWMA in writing that they agree to adjust their Monitoring Costs and allocation in accordance with the Cost Sharing Tables in **Exhibit "A"** and Administrative Costs to account for the delinquent Permittee's costs. However, no such termination may be ordered unless the GWMA first provides the non-delinquent Permittees with sixty (60) days' written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators/Chief Executive Officers, the delinquent Permittee's participation in this MOU will be terminated and the Cost Sharing Tables in **Exhibit "A"** or such other formula to which the non-delinquent Permittees shall direct will be adjusted. A terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

(i) The GWMA may suspend or modify the scope of work being performed by any Consultant retained by GWMA whenever any Permittee has not paid its invoice within ninety (90) days of the invoice date unless the City Managers/Administrators/Chief Executive Officers of those non-delinquent Permittees inform the GWMA that they will pay the delinquent Permittee's costs once the MOU with the delinquent Permittee has been terminated.

(j) Any delinquent payments by a Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

(k) Funds remaining in the possession of the GWMA at the end of each fiscal year, which are in excess of the fiscal year's Monitoring Costs and Administrative Costs, may be applied to the Permittees' Monitoring Costs and/or Administrative Costs for the next fiscal year upon request by the Permittees through the Chair.

(l) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then-remaining non-delinquent Permittees and in accordance with the Cost Sharing Tables in **Exhibit "A"**. Notwithstanding the foregoing, the Chair may request that any remaining funds be applied as a credit toward future costs associated with a subsequent cost share agreement between the Permittees and the GWMA for the Harbor Toxic Pollutants TMDL, provided that the Chair informs the GWMA of the Permitees' election to do so at least ninety (90) days prior to the expiration of this MOU.

(m) The Harbor Toxic Pollutants TMDL provides that the Regional Board will reconsider the TMDL's targets, waste load allocations, and load allocations

based on new policies, data, or special studies. As of this MOU's execution, the Regional Board had begun the process of amending the Harbor Toxic Pollutants TMDL. Also as of the date of this MOU's execution, the Regional Board had begun the process of re-issuing NPDES Permit No. CAS004001, which constitutes the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County ("MS4 Permit"), under which some of the Permittees are covered. The MS4 Permit incorporates the Harbor Toxic Pollutants TMDL. If the Regional Board amends the Harbor Toxic Pollutants TMDL and/or the MS4 Permit during the term of this MOU, then the Permittees, represented by the Chair, and the GWMA shall meet and confer in good faith on an amendment to the Cost Sharing Tables in **Exhibit "A"** to reflect changes to the cost of implementing the CCMRP. Any agreed upon amendment to the Cost Sharing Tables shall be presented to the GWMA Board of Directors for approval and, if approved, **Exhibit "A"** shall be revised accordingly.

Section 10. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittees.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 11. Indemnification and Insurance.

(a) The GWMA shall include in the agreements with the Consultant an indemnification clause requiring the Consultant to defend, indemnify and hold harmless each of the Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultant, their officers, employees, and other representatives and agents, arising out of or related to Consultant's performance under its agreement with the GWMA.

(b) Each Permittee shall defend, indemnify and hold harmless the other Parties and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Permittee) for negligent or intentional acts, errors and omissions committed by the

indemnifying Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Party's negligence or that of its officers, employees, or other representatives and agents other than the Consultant.

(c) The GWMA shall defend, indemnify and hold harmless the Permittees, their officers, employees, and other representatives and agents of the Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.

(d) Consultant's Insurance. The GWMA shall require the Consultant to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:

i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) per incident or accident for bodily injury, death and property damage;

ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars ($1,000,000);

iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars ($2,000,000) per incident; and

iv. Workers' Compensation insurance as required by the State of California.

(e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant will be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittees for the acts or omissions of the Consultant. The Permittees' sole recourse for any act or omission of the Consultant shall be against the Consultant and its insurance.

Section 12. Termination.

(a) A Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Parties prior written notice thereof. The withdrawing Permittee shall be responsible for its Monitoring Costs and Administrative Costs through the end of the current fiscal year during which said Permittee withdraws. Moreover, unless the withdrawing Permittee provides written notice of withdrawal to the other Parties by the March 1st immediately prior to the new fiscal year, the withdrawing

Permittee shall also be responsible for its Monitoring Costs and Administrative Costs through the end of the new fiscal year (*e.g.*, If a permittee withdraws on March 2, 2020, said permittee is responsible for its share of costs for both FY 2019-2020 and FY 2020-2021. If the same permittee withdraws on February 25, 2020, said permittee is responsible for costs only for FY 2019-2020, not for FY 2020-2021). Such Monitoring Costs and Administrative Costs shall include the remaining fees of any Consultant retained by the GWMA through the end of the new fiscal year. Should any Permittee withdraw from the MOU, the remaining Permittees' Administrative Costs and Monitoring Cost allocations shall be adjusted in accordance with the Cost Sharing Tables in **Exhibit "A"**. A withdrawing Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the fiscal year(s) for which it remains responsible.

(b) The GWMA may, with a two-thirds (2/3) vote of the full GWMA Board of Directors, terminate this MOU upon not less than thirty (30) days' written notice to the Parties. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Permittees in accordance with the Cost Sharing Tables set forth in **Exhibit "A"**.

Section 13. Miscellaneous.

(a) Other NPDES Permit Holders.

i. Individual or general NPDES permit holders who are not Permittees but receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data to satisfy all or part of the monitoring and reporting requirements in their NPDES permits. Any such NPDES permit holder may submit a letter of interest to the Chair requesting to become a participant in the CCMRP. The letter of interest at a minimum shall contain a commitment to pay annually for participant status Fourteen Thousand One Hundred Forty-Five Dollars ($14,145.00), plus any cumulative CPI Adjustment as defined below ("Annual Payment Amount"). The Annual Payment Amount will be annually and cumulatively adjusted during each year of this MOU's term based upon the percentage change in the Bureau of Labor Statistics' Consumer Price Index, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year ("CPI Adjustment"). The GWMA will use the Annual Payment Amounts received from individual or general NPDES permit holders to reduce the Monitoring Costs charged to the Permittees.

ii. Upon receipt of the letter of interest, the Chair shall distribute the letter to the Permittees who shall vote on whether to grant the NPDES permit holder participant status. If the Permittees by majority vote determine that participant status should be granted, the Chair shall notify GWMA of the Permittees' approval. Upon receipt of a written notice from the Chair of the Permittees' approval for the NPDES permit holder to participate in the implementation of the CCMRP, the GWMA will enter into a separate cost share agreement with the NPDES permit holder that will require the NPDES permit holder to pay the Annual Payment Amount of Fourteen Thousand One Hundred Forty-Five Dollars ($14,145.00), plus any applicable CPI Adjustments as set

forth in Subsection 13(a)(i). Failure to pay the Annual Payment Amount by the date set forth in the agreement shall result in termination of the NPDES permit holder's participant status. The GWMA will deduct and retain from each NPDES permit holder's Annual Payment Amount an amount based on the percentage rate charged to Non-GWMA Members pursuant to Subsection 9(c)(ii) of this MOU in order to recover the GWMA's Administrative Costs.

iii. An NPDES permit holder accepted as a participant shall not be a Permittee or one of the Parties to this MOU and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees by this MOU. Participant status entitles an NPDES permit holder only to the monitoring data collected as part of the CCMRP and to have its name included on all reports submitted in accordance with the CCMRP for any fiscal year in which the participant has paid its Annual Payment Amount.

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Grace Kast
Executive Officer
Gateway Water Management Authority
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittees:

Len Gorecki
Director of Public Works
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

Lisa Ann Rapp
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Melissa You
Storm Water/Environmental Compliance
Storm Water Management Division
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

Mario Cordero
Executive Director
Port of Long Beach
925 Harbor Plaza
Long Beach, CA 90802

Chris Cannon
Director of Environmental Management
Port of Los Angeles on behalf of the City of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90713

Adriana Figueroa
Director of Public Works
City of Paramount
16400 Paramount Blvd.
Paramount, CA 90723

Douglas Willmore
City Manager
Rancho Palos Verdes
30940 Hawthorne Blvd
Rancho Palos Verdes, CA 90275

Elaine Jeng
City Manager
City of Rolling Hills
2 Portuguese Road
Rolling Hills, CA 90274

Greg Grammer
Assistant City Manager
City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Hannah Shin-Heydorn
Deputy City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755

Paul Alva
Senior Civil Engineer
County of Los Angeles Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

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

(c) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Permittees. Any Permittee may upon five (5) days' prior written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Permittees annual financial statements and audits upon request.

(d) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

(e) Waiver. Waiver by either the GWMA or a Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

(f) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(g) No Presumption in Drafting. The Parties to this MOU agree that the general rule than an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.

(h) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby

and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).

(i) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(j) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.

(k) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

(l) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

(m) Days. Where this MOU quantifies a period of time in days, days shall refer to calendar days and not business days.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: 7/11/19

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

Lisa Ann Rapp

Lisa Ann Rapp
GWMA Chair

APPROVED AS TO FORM:

Nicholas R. Ghirelli
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By: _____

Name: DANIEL J LAFFERTY
For Chief Engineer

APPROVED AS TO FORM:

County Counsel

_____
by Rosa Linda Cruz
Name: GRACE CHANG
Associate by ROSA LINDA CRUZ

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____ COUNTY OF LOS ANGELES

Name: DANIEL J CAFFERTY
For Director of Public Works

APPROVED AS TO FORM:

Grace Chang
by Rosa Linda Cruz
Name: GRACE CHANG
County Counsel BY
ROSA LINDA CRUZ

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: February 25, 2019 CITY OF BELLFLOWER

Name: Sonny R. Santa Ines
Mayor

ATTEST:

Name: Mayra Ochiqui
City Clerk

APPROVED AS TO FORM:

Name: Karl H. Berger
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: April 9, 2019

CITY OF LAKEWOOD

Name: Todd Rogers
Mayor

ATTEST:

Name: Jo Mayberry
City Clerk

APPROVED AS TO FORM:

Name: Steven Skolnik
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: 5/23/19

CITY OF LONG BEACH

Name: ~~Tom Modica~~
City Manager **Assistant City Manager**

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

ATTEST:

Name:
City Clerk

The foregoing document is hereby approved as to form.

5-13-19, 2019

Charles Parkin, City Attorney

Deputy

Name: Amy R. Webber
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: March 11, 2019

CITY OF LONG BEACH HARBOR DEPARTMENT, acting by and through its Board of Harbor Commissioners

March 25, 2019

Mario Cordero
Executive Director
Long Beach Harbor Department

The foregoing document is hereby approved as to form.

March 19, 2019

Charles Parkin, City Attorney

Dawn McIntosh
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date to the left of their signatures.

CITY OF LOS ANGELES HARBOR DEPARTMENT,
by its Board of Harbor Commissioners

Dated: 5/30/2019

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY
APRIL 8, 2019
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
KENNETH F. MATTFELD, Deputy

Account#	21995	W.O. #	78132
Ctr/Div#	7000	Job Fac.#	637-00
Proj/Prog#	000		

Budget FY:	Amount:
2019/2020	53,131.00
2020/2021	53,131.00
2021/2022	53,131.00
2022/2023	53,131.00
2023/2024	53,131.00
TOTAL	265,655.00

For Acct/Budget Div. Use Only

Verified by:

Verified Funds Available:

Date Approved: 4/10/19

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: FEBRUARY 5, 2019

CITY OF PARAMOUNT

DIANE J. MARTINEZ

Name:
Mayor

ATTEST:

Name: LANA CHIKAMI
City Clerk

APPROVED AS TO FORM:

JOHN E. CAVANAUGH

Name:
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: 3/5/2019

CITY OF RANCHO PALOS VERDES

Name: Jerry V. Duhovic
Mayor

ATTEST:

Name: Emily Colbom
City Clerk

APPROVED AS TO FORM:

Name: William Wynder
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF ROLLING HILLS

Name: Patrick Wilson
Mayor

ATTEST:

Yvette Hall

Name: Yvette Hall
City Clerk

APPROVED AS TO FORM:

Name: Michael Jenkins
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: MARCH 12, 2019

CITY OF ROLLING HILLS ESTATES

Judith Mitchell

Name: JUDITH MITCHELL
Mayor

ATTEST:

Heidi Luce

Name: HEIDI LUCE
City Clerk

APPROVED AS TO FORM:

Donald M. Davis

Name: DONALD M. DAVIS
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: February 26, 2019

CITY OF SIGNAL HILL

Name: Charlie Honeycutt

Title: City Manager

ATTEST:

Name: Kimberly Boles

Deputy City Clerk

APPROVED AS TO FORM:

Name: David J. Aleshire

City Attorney

EXHIBIT "A"
Cost Sharing Tables

Exhibit A
Table 1 - Cost Share Summary

Cost Share FY2019-2020 - FY2023-2024 (5 years)						
	Monitoring Cost				Maximum GWMA Admin Cost**	Maximum Annual Cost
Permittee	Area (mi^2)	Area Cost	Base Cost	Base Cost + Area Cost*		
LACFCD Contribution (flat 10%)	--	--	$ 135,072	$ 135,072	$ 20,261	$ 31,067
Bellflower (GWMA Member)	4.39	$ 38,043	$ 25,489	$ 63,532	$ 3,177	$ 13,342
Lakewood (GWMA Member)	7.53	$ 65,254	$ 25,489	$ 90,743	$ 4,537	$ 19,056
Long Beach (GWMA Member)	39.46	$ 341,953	$ 25,489	$ 367,442	$ 18,372	$ 77,163
Port of Long Beach	11.35	$ 98,357	$ 25,489	$ 123,846	$ 18,577	$ 28,485
Los Angeles and Port of Los Angeles	20.35	$ 176,349	$ 67,536	$ 243,885	$ 36,583	$ 56,094
Paramount (GWMA Member)	1.72	$ 14,905	$ 25,489	$ 40,394	$ 2,020	$ 8,483
Rancho Palos Verdes	3.00	$ 25,997	$ 25,489	$ 51,487	$ 7,723	$ 11,842
Rolling Hills	0.92	$ 7,973	$ 25,489	$ 33,462	$ 5,019	$ 7,696
Rolling Hills Estate	0.35	$ 3,033	$ 25,489	$ 28,522	$ 4,278	$ 6,560
Signal Hill (GWMA Member)	2.18	$ 18,891	$ 25,489	$ 44,381	$ 2,219	$ 9,320
Unincorporated	0.36	$ 3,120	$ 25,489	$ 28,609	$ 4,291	$ 6,580
Totals	**91.61**	**$ 793,875**	**$ 457,500**	**$ 1,251,375**	**$ 127,057**	**$ 275,686**

* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average monitoring costs amount will be invoiced yearly.

** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members. The amount shown assumes the maximum fee, for budgeting purposes.

*** Includes costs for preparation and submittal of FY 2023-24 annual report by December 2024.

**** Any surplus funds from the previous cycle 2014-18 will be used to reduce the 2019-2024 Permittee fees.

Exhibit A

Table 2 - Greater LA Harbor Toxics TMDL Estimated Cost Share Formula

Cost Share FY2019-2020 - FY2023-2024 (5 years)						
	Monitoring Cost					
Permittee	Area (mi^2)	Area Cost	Base Cost	Base Cost plus Area Cost*	Maximum GWMA Admin Cost**	Maximum Annual Cost
LACFCD Contribution (flat 10%)	--	--	$ 135,072	$ 135,072	$ 20,261	$ 31,067
Bellflower (GWMA Member)	4.39	$ 38,043	$ 25,489	$ 63,532	$ 3,177	$ 13,342
Lakewood (GWMA Member)	7.53	$ 65,254	$ 25,489	$ 90,743	$ 4,537	$ 19,056
Long Beach (GWMA Member)	39.46	$ 341,953	$ 25,489	$ 367,442	$ 18,372	$ 77,163
Port of Long Beach	11.35	$ 98,357	$ 25,489	$ 123,846	$ 18,577	$ 28,485
Los Angeles and Port of Los Angeles	20.35	$ 176,349	$ 67,536	$ 243,885	$ 36,583	$ 56,094
Paramount (GWMA Member)	1.72	$ 14,905	$ 25,489	$ 40,394	$ 2,020	$ 8,483
Rancho Palos Verdes	3.00	$ 25,997	$ 25,489	$ 51,487	$ 7,723	$ 11,842
Rolling Hills	0.92	$ 7,973	$ 25,489	$ 33,462	$ 5,019	$ 7,696
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Unincorporated	0.36	$ 3,120	$ 25,489	$ 28,609	$ 4,291	$ 6,580
Totals	**91.61**	**$ 793,875**	**$ 457,500**	**$ 1,251,375**	**$ 127,057**	**$ 276,686**

Permittee	
Agencies (30/60 split)	12
LACFCD (10% split)	1
Total	13

Cost Share Breakdown	
Base cost*	30%
Area cost	60%
LACFCD contribution	10%
Total	100%

Rates	
Years	5
GWMA members admin fee floor	0%
GWMA members admin fee ceiling	5%
GWMA non-members admin fee floor	7%
GWMA non-members admin fee ceiling	15%

Cost Share FY2019-2020 - FY2023-2024 (5 years)					
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder	GWMA Admin per Permit Holder*	Annual Payment per Permit Holder	Term (Years)	Total Cost per Permit Holder***
Individual or General NPDES Permit Holders	*$ 12,300*	*$ 1,845*	*$ 14,145*	5	$ 70,725
Total for 7 Individual Permit Holders					$ 495,075

Individual NPDES Permits	
Private sector permittees	7

Costs Per Activity						
Activity	*2019*	*2020*	*2021*	*2022*	*2023*	*Cost FY2019-2020 - FY2023-2024*
Base Fee****	$191,900	$287,725	$424,050	$305,700	$472,500	$1,681,875

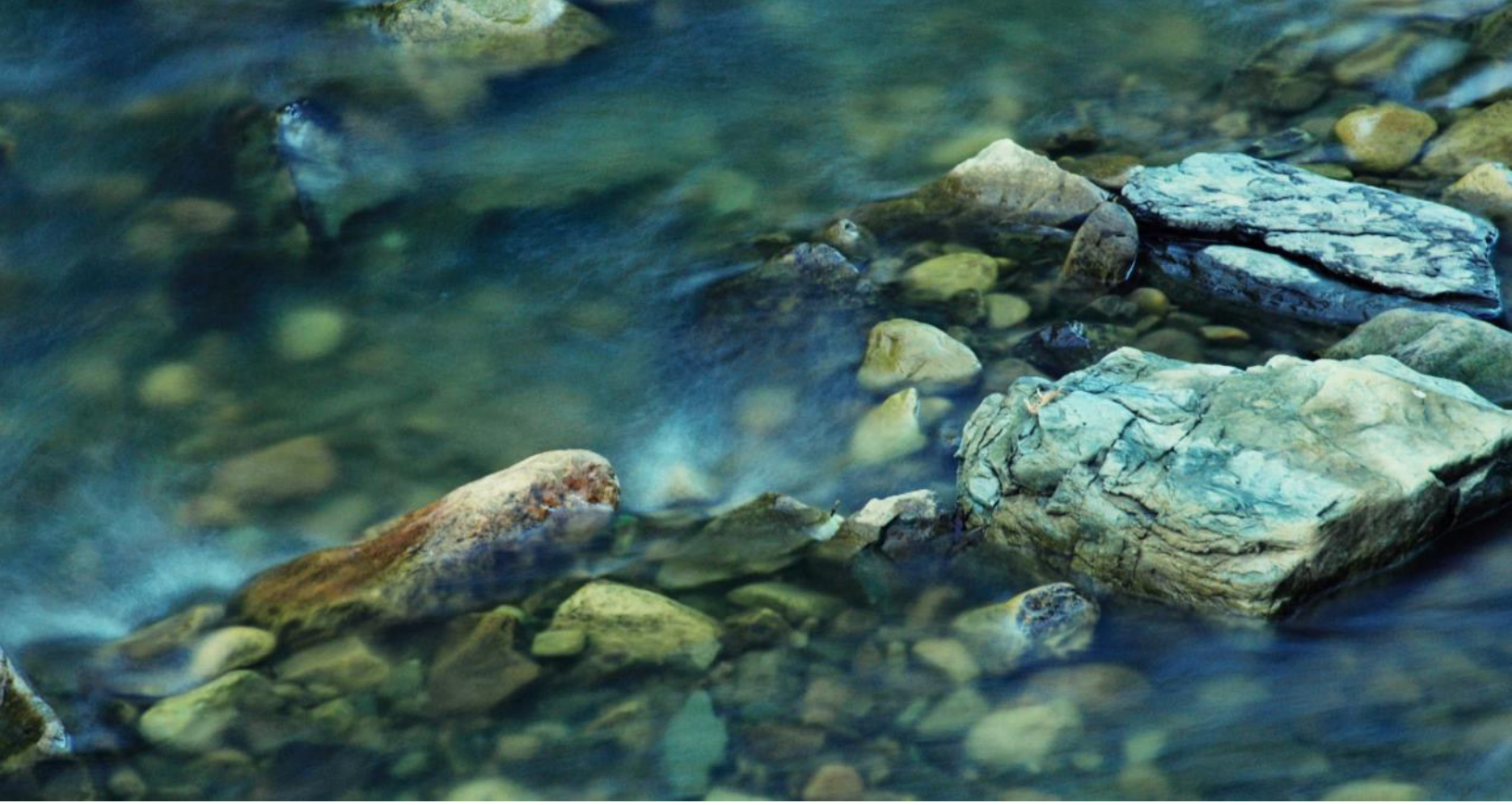
* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.

** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.

*** Cost does not include annual and cumulative CPI Adjustment

**** Monitoring, Reporting.

Permittee costs will be adjusted based on the number of individual NPDES permitees that participate.



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Harbor Toxics TMDL Phase II Implementation Report

Prepared for:
Cities of Bellflower, Lakewood, Long Beach, Los Angeles, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill
Los Angeles County
Los Angeles County Flood Control District
Ports of Long Beach and Los Angeles

March 2022
Harbor Toxics TMDL Phase II Implementation Report

Harbor Toxics TMDL Phase II Implementation Report

Prepared for
Cities of Bellflower, Lakewood, Long Beach, Los Angeles, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill; Los Angeles County; Los Angeles County Flood Control District; Ports of Long Beach and Los Angeles

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TABLE OF CONTENTS

1 Introduction 1

1.1 Harbor Toxics TMDL 1

1.2 Greater Harbor Waters 1

1.3 Contaminated Sediment Management Plan 3

1.4 Objective 6

2 Planned Actions Completed 7

2.1 CSMP Phased Approach 7

2.2 Monitoring and Special Studies 9

2.2.1 TMDL Special Studies 9

2.2.2 TMDL Compliance Monitoring 10

2.2.3 IMP/CIMP Implementation 11

2.3 WRAP Control Measures 12

2.4 Source Control Actions 13

3 Future Actions 15

3.1 Remaining Phase II Actions (2017 to 2027) 15

3.2 Phase III Actions (2027 to 2032) 15

4 References 21

TABLES

Table 1 Status of Source Control Actions Implemented in Phase II 16

FIGURES

Figure 1 Greater Los Angeles and Long Beach Harbors Waters Responsible Parties Jurisdictional Boundaries and Associated Watershed Management Group Boundaries 4

Figure 2 Identification, Prioritization, and Implementation Process for Contaminated Sediments Management 5

ABBREVIATIONS

BMP	best management practice
Caltrans	California Department of Transportation
CASQA	California Stormwater Quality Association
CCMRP	Coordinated Compliance Monitoring and Reporting Plan
CIMP	Coordinated Integrated Monitoring Program
CSMP	Contaminated Sediment Management Plan
DTSC	Department of Toxic Substances Control
EWMP	enhanced watershed management program
Greater Harbor Waters	Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip)
Harbor Toxics TMDL	*Total Maximum Daily Load for Toxic Pollutants in Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters*
HTWG	Harbor Toxics Work Group
IMP	Integrated Monitoring Program
IR	Installation Restoration
LA	load allocation
LARE	Los Angeles River Estuary
LID	low impact development
LU	Land-Use
MCM	minimum control measure
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
OW	On-Water
PCB	polychlorinated biphenyl
Ports	Ports of Long Beach and Los Angeles
RMC	Regional Monitoring Coalition
RWQCB	Regional Water Quality Control Board
S	Sediment
SB	Senate Bill
SCCWRP	Southern California Coastal Water Research Project
SQO	Sediment Quality Objective
SWAMP	Surface Water Ambient Monitoring Program
TMDL	Total Maximum Daily Load
WLA	waste load allocation
WMP	watershed management program
WRAP	Water Resources Action Plan
WS	Watershed

1 Introduction

1.1 Harbor Toxics TMDL

The *Total Maximum Daily Load for Toxic Pollutants in Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters* (Harbor Toxics TMDL) became effective on March 23, 2012. The requirements of the Harbor Toxics TMDL are specified in Attachment A to Resolution No. R11-008, Amendment to the Water Quality Control Plan – Los Angeles Region (RWQCB 2011). The Harbor Toxics TMDL was promulgated to protect and restore fish tissue, water, and sediment quality in Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip; Greater Harbor Waters).

To protect marine life and minimize human health risks due to the consumption of fish, the Harbor Toxics TMDL includes annual contaminant limits in surface sediment, stormwater effluent, and fish tissues in the Greater Harbor Waters. These limits are defined as target loads or concentrations for compliance with the Harbor Toxics TMDL. The intent of a Total Maximum Daily Load (TMDL) is to: 1) determine the quantity of contaminants a system can assimilate while protecting water quality; 2) determine all inputs of contaminants to the system and linkages of inputs to impairments; and 3) allocate reductions to each source to bring the waterbody into compliance with established criteria for the protection of beneficial uses related to water quality.

The Harbor Toxics TMDL set waste load allocations (WLAs) in the Greater Harbor waterbodies to limit sediment-bound pollutant loadings from upstream and on-land sources. Final WLAs are assigned to stormwater dischargers (i.e., Municipal Separate Storm Sewer System [MS4], California Department of Transportation [Caltrans], general construction, and general industrial dischargers) and other National Pollutant Discharge Elimination System (NPDES) dischargers. In addition, the Harbor Toxics TMDL set load allocations (LAs) in the Greater Harbor Waters waterbodies to limit concentrations in bedded sediments believed to impact marine benthos (direct effects) and fish tissue (indirect effects). Final LAs are assigned to direct atmospheric deposition and bed sediments in both wet and dry weather. Mass-based allocations have been set where sufficient data were available to calculate mass-based allocations; otherwise, concentration-based allocations have been set.

1.2 Greater Harbor Waters

The Harbor Toxics TMDL requires monitoring and implementation activities in three waterbody areas:

1. Dominguez Channel, Torrance Lateral, and Dominguez Channel Estuary
2. Greater Harbor Waters
3. Los Angeles River and San Gabriel River

The Greater Harbor Waters include Long Beach Inner Harbor, Long Beach Outer Harbor, Los Angeles Inner Harbor, Los Angeles Outer Harbor, Consolidated Slip, Fish Harbor, Cabrillo Marina, Inner Cabrillo Beach, Los Angeles River Estuary (LARE), and San Pedro Bay (RWQCB 2011). The Los Angeles/Long Beach Harbor complex consists of approximately 15,000 acres in land and water in western San Pedro Bay, to the southeast of Palos Verdes Peninsula. Loading to the Greater Harbor Waters is from four contributing watersheds, including the Dominguez Channel, Los Angeles River, San Gabriel River, and the Nearshore Watershed. The Dominguez Channel discharges into Los Angeles Harbor via Consolidated Slip, and the Los Angeles River discharges into Eastern San Pedro Bay at the east side of Long Beach Harbor.

The Harbor Toxics TMDL names the following responsible parties for the Greater Harbor Waters:

- Greater Harbor Waters MS4 Permittees
  - Caltrans
  - City of Bellflower
  - City of Lakewood
  - City of Long Beach
  - City of Los Angeles
  - City of Paramount
  - City of Signal Hill
  - City of Rolling Hills
  - City of Rolling Hills Estates
  - City of Rancho Palos Verdes
  - Los Angeles County
  - Los Angeles County Flood Control District
- City of Long Beach (including the Port of Long Beach)
- City of Los Angeles (including the Port of Los Angeles)
- California State Lands Commission
- Individual and General Stormwater Permit Enrollees
- Other Non-Stormwater Permittees, including the City of Los Angeles' Terminal Island Water Reclamation Plant

The LARE responsible parties subgroup includes the following entities:

- Caltrans
- City of Long Beach
- City of Los Angeles
- City of Signal Hill
- Los Angeles County
- Los Angeles County Flood Control District

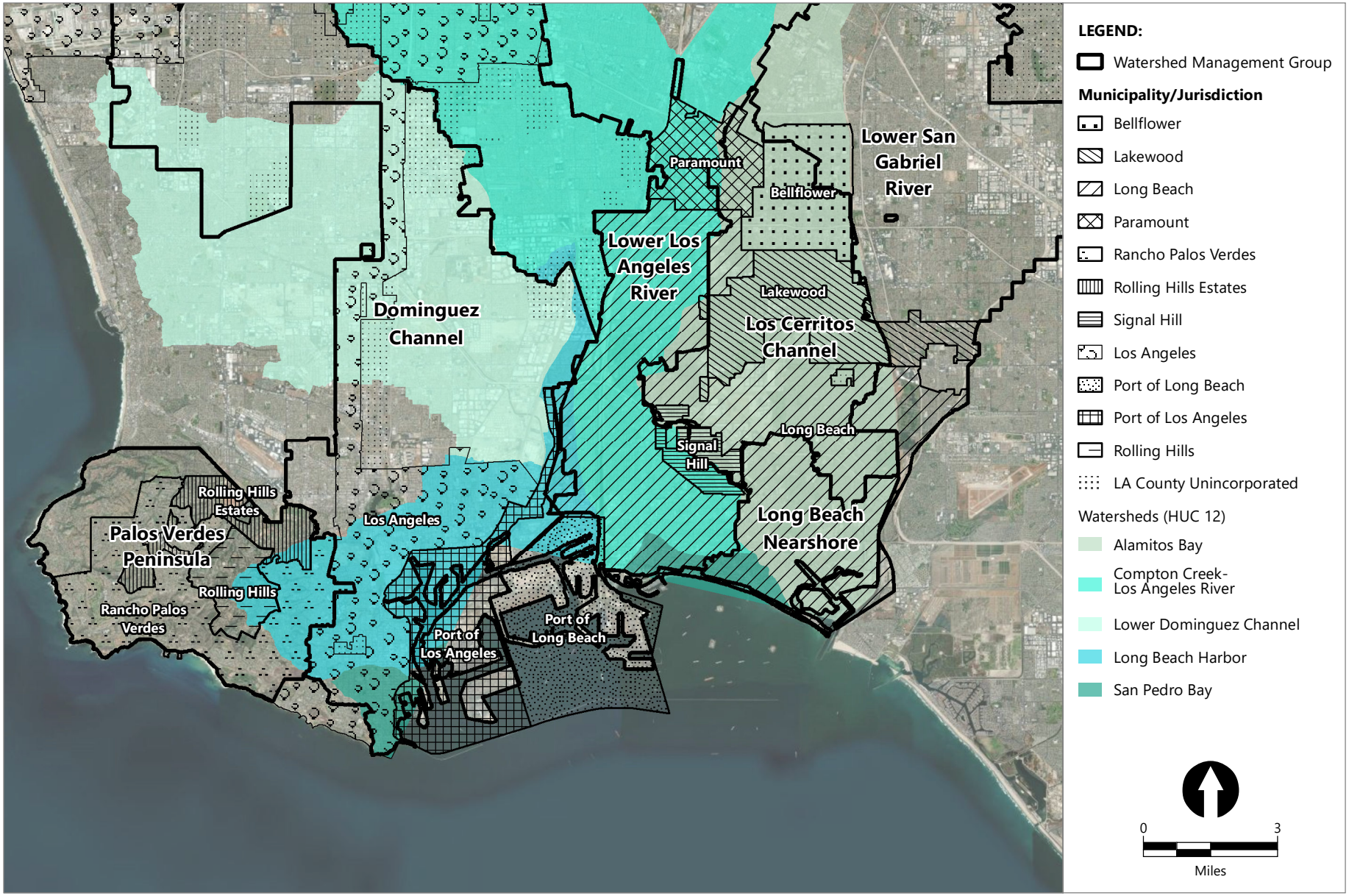
The Consolidated Slip responsible parties subgroup includes the following entities:

- City of Los Angeles
- Los Angeles County
- Los Angeles County Flood Control District

Watershed and jurisdictional boundaries for the Greater Harbor Waters are presented in Figure 1. Each named responsible party is required to conduct compliance monitoring activities; however, the Harbor Toxics TMDL encourages collaboration and coordination of monitoring efforts. In 2014, the Greater Harbor Waters Regional Monitoring Coalition (RMC) was formed to coordinate monitoring efforts to avoid duplication and reduce associated monitoring costs. Monitoring activities to be conducted by the cooperating parties for the Greater Harbor Waters are outlined in the Coordinated Compliance Monitoring and Reporting Plan (CCMRP; Anchor QEA 2019a).

1.3 Contaminated Sediment Management Plan

The Harbor Toxics TMDL requires development of a Contaminated Sediment Management Plan (CSMP) to describe an approach for contaminated sediment management. Draft CSMPs were developed for the Los Angeles Harbor and the Long Beach Harbor, Eastern San Pedro Bay, and LARE in March 2014 (2 years after the effective date of the TMDL) and were most recently updated in 2015 and 2016 (Anchor QEA 2015a, 2016a). The CSMPs were developed to be consistent with each other, as well as the Dominguez Channel Estuary CSMP. The CSMPs were designed to meet requirements of the Harbor Toxics TMDL and provide an approach to identify, prioritize, and manage contaminated sediments for the protection of benthic community and human health. A five-step process is recommended to evaluate contaminated sediment management options for TMDL compliance, as presented in Figure 2. This process prioritizes management efforts at sites that have the greatest impact to the overall health of the benthic community and risk to humans from fish consumption and allows sites with lower risks to be addressed in later phases of the TMDL schedule. This approach also encourages collaboration with regional monitoring programs, watershed management programs (WMPs), enhanced watershed management programs (EWMPs), and existing sediment remediation programs.



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Figure 1
Greater Los Angeles and Long Beach Harbors Waters Responsible Parties Jurisdictional Boundaries and Associated Watershed Management Group Boundaries

Figure 2
Identification, Prioritization, and Implementation Process for Contaminated Sediments Management



1.4 Objective

The Harbor Toxics TMDL requires all responsible parties develop and submit a report that summarizes the status of Phase II implementation actions, as well as the scope and schedule for future actions. The implementation report is due to the Regional Water Quality Control Board (RWQCB) 10 years after the effective date of the TMDL. In addition, an implementation report is required per the Los Angeles and Ventura Counties MS4 Permit (Order No. R4-2021-0105). This Phase II implementation report was developed to meet requirements of the Harbor Toxics TMDL, as well as the MS4 Permit, for the Greater Harbor Waters responsible parties. Responsible parties to this Harbor Toxics TMDL Phase II Implementation Report include the Cities of Bellflower, Lakewood, Long Beach, Los Angeles, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill; Los Angeles County and Los Angeles County Flood Control District; and the Ports of Long Beach and Los Angeles.

2 Planned Actions Completed

2.1 CSMP Phased Approach

The Harbor Toxics TMDL schedule is divided into three phases:

- Phase I, completed 5 years after the effective date of the Harbor Toxics TMDL (March 2017)
- Phase II, completed 15 years after the effective date of the Harbor Toxics TMDL (March 2027)
- Phase III, completed 20 years after the effective date of the Harbor Toxics TMDL (March 2032)

The purpose of Phase I actions is to reduce the amount of sediment transport from point sources that directly or indirectly discharge to Greater Harbor Waters. The Harbor Toxics TMDL calls for the continuation of source reduction, source control, and sediment management actions throughout the Nearshore Watershed. Phase I actions included instituting watershed-wide best management practices (BMPs) and developing CSMPs. As described in Section 1.3, CSMPs were developed for the Los Angeles Harbor and Long Beach Harbor, Eastern San Pedro Bay, and LARE (Anchor QEA 2015a, 2016a).

Upland source control actions are defined in the following WMPs and EWMPs:

- *Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group* (Dominguez Channel Watershed Management Area Group et al. 2021)
- *Watershed Management Program for the Nearshore Watersheds* (City of Long Beach 2021)
- *Los Cerritos Channel Watershed Management Program* (Richard Watson & Associates 2021)
- *Lower Los Angeles River Watershed Management Program* (John L. Hunter & Associates 2021a)
- *Lower San Gabriel River Watershed Management Program* (John L. Hunter & Associates 2021b)
- *Palos Verdes Peninsula Enhanced Watershed Management Program* (Palos Verdes Peninsula Watershed Management Group 2021)

Control measures identified in WMPs and EWMPs, which may be implemented in Phase I or subsequent phases, include nonstructural and structural control measures. Minimum control measures (MCMs) are those defined in the MS4 Permit for all permittees to implement. Nonstructural control measures include MCMs, as well as additional institutional BMPs, that prevent the release of pollutants or the transport of pollutants within the MS4 area. Example institutional BMPs include irrigation control, enhanced street sweeping, and catch basin cleaning. Structural control measures include regional BMPs and distribution BMPs. Regional BMPs capture runoff from larger areas that are often multi-jurisdictional, such as infiltration basins and detention basins. Distribution BMPs have smaller footprints, and they capture and store or infiltrate water from smaller

catchments than regional BMPs. Example structural control measures include low impact development (LID), green streets, and trash capture devices.

As per the TMDL, pollutant reduction actions at the Ports of Long Beach and Los Angeles (Ports) during Phase I were developed to address different sources that contribute loadings to the Los Angeles and Long Beach Harbors. Examples include harbor-wide activities and associated control measures for sediment and water and to reduce discharges from various land uses in the harbor, nearshore discharges, and on-water discharges. In 2009, the Ports developed the Water Resources Action Plan (WRAP) with the guidance and participation from U.S. Environmental Protection Agency, RWQCB, and a public stakeholder group of regulatory agencies, non-governmental organizations, and community representatives (Ports 2009). The WRAP was developed to summarize and prioritize activities that could be conducted to control discharges of polluted stormwater and contaminated sediments to the harbor (Ports 2009). Actions identified in the WRAP address Phase I source reduction activities.

Standard port operations implemented during Phase I also resulted in the net improvement of sediment conditions through routine maintenance dredging, implementation of capital improvement projects such as terminal development and channel deepening, and development of habitat improvement projects. Throughout these operations, impacted sediments are encountered and removed from the environment, which generally improves overall water and sediment quality. During Phase I, the Port of Long Beach removed approximately 4,078,542 cubic yards of sediment from the Port environment during maintenance dredging and capital improvement projects.

As per the TMDL, contaminated sediment removal from areas of known concern may be implemented during Phase I. One project identified in the TMDL included the Port of Long Beach Installation Restoration (IR) Site 7, located in West Basin. Although dredging at IR Site 7 was completed prior to effective date of the TMDL, the project was officially closed out by the California Department of Toxic Substances Control (DTSC) in June 2013. As part of this project, a total of 502,984 cubic yards of contaminated sediment was removed and placed inside the Pier G slip fill containment area and covered with up to 24 feet of clean fill material.

Other actions included in Phase I include monitoring and special studies. Regional monitoring was also conducted in the Greater Harbor Waters in Phase I as part of the Southern California Coastal Water Research Project's (SCCWRP's) 2013 Bight Program. In 2014, the RMC began Harbor Toxics TMDL compliance monitoring for the Greater Harbor Waters. As part of this program, water, sediment, and fish tissue monitoring is performed in accordance with the CCMRP (Anchor QEA 2019a). To maintain consistency and to take advantage of coordinated sampling efforts with other regional monitoring programs, CCMRP sample collection methods adhere to Bight and Surface Water Ambient Monitoring Program (SWAMP) monitoring protocols. Monitoring for MS4 Permits were conducted in accordance with the appropriate Coordinated Integrated Monitoring Programs (CIMPs) or Integrated

Monitoring Program (IMP). In addition to monitoring programs, the Ports engaged in conducting and developing a series of special studies examining the fate and effect of chemicals of concern in the Greater Harbor Waters area to determine the cause and source of observed impairments via the Harbor Toxics Work Group (HTWG).

Planned activities in Phase II include the implementation of additional BMPs and site remedial actions in the Nearshore Watershed and in the Los Angeles and Long Beach Harbors, as determined to be effective based on the success of upstream source control, TMDL monitoring data evaluations, WRAP activities implemented during Phase I, and targeted source reduction activities as identified in Phase I (RWQCB 2011). Sediment, water, and fish tissue monitoring will continue via the CCMRP, Bight Program, CIMPs and IMP, and special studies.

Planned activities in Phase III include implementation of secondary and additional remedial actions as necessary to be in compliance with the final allocations by the end of the implementation period (RWQCB 2011).

2.2 Monitoring and Special Studies

2.2.1 TMDL Special Studies

TMDL special studies were implemented to fill data gaps, examine the spatial and temporal patterns of contaminants, establish linkage between sediment contaminant concentrations and impairment, and identify and quantify sources. The Ports engaged in extensive data collection programs for chemical, biological, and physical data for sediment, water, and fish, as well as modeling programs for bioaccumulation and sediment transport, including propeller wash, hydrodynamic, and upland loading through the HTWG. Specific TMDL special studies conducted by the Ports include the following:

- **Data Gaps:** The data gaps study was conducted to inform the conceptual site model as a basis for the Ports' bioaccumulation model on indirect human health effects of sediment-borne contaminants from consumption of fish that are caught in the Los Angeles and Long Beach Harbor complex. The strategy behind the models was to identify important contributors to fish tissue concentrations and to develop a sediment management program that focuses on reducing these concentrations (Anchor QEA 2014a).
- **Fish Tracking Study:** This study was conducted to characterize White Croaker and California Halibut fish movement patterns within the Los Angeles and Long Beach Harbor complex as well as to and from the Palos Verdes Shelf to better parameterize the bioaccumulation model in response to the Harbor Toxics TMDL (Lowe et al. 2015).
- **Food Web Study (Surface Sediment and Polychaete Tissue Program):** This study was conducted to fill data gaps associated with surface sediment and polychaetes that were necessary to support parameterization and calibration of the WRAP and bioaccumulation

models (Environ 2015). As part of this program, synoptic samples of surface sediment, porewater, and polychaete tissue were collected for physical and chemical analysis.

- **Low Detection Limit Receiving Water Sampling:** This study was designed to collect contaminant data from the water column to help inform the WRAP and bioaccumulation models (Anchor QEA 2013a). High volume sampling and passive sampling methods were employed to collect polychlorinated biphenyl (PCB) and DDX data using analytical methods with ultra-low detection limits.
- **Low Detection Stormwater Sampling:** This study was designed to collect contaminant data from the water column to help inform the WRAP and bioaccumulation models. High volume sampling and passive sampling methods were employed to collect PCB and DDX data using analytical methods with ultra-low detection limits (Anchor QEA 2013a).
- **Natural Recovery Evaluation Using Geochronology Cores:** The objective of this evaluation was to obtain geochronology cores to estimate sedimentation rates and determine the potential for natural recovery (Anchor QEA 2013b and Anchor QEA 2014b). Cores were collected and sediments were analyzed for contaminants and radioisotopes to date sediments and quantify measurable temporal trends in contaminant concentrations rates.
- **Linked Hydrodynamic, Sediment Transport, and Bioaccumulation Model**: These models were developed as site-specific models to address sediment-borne contaminants of indirect human health effects in response to the Harbor Toxics TMDL. These models were developed as part of the Ports' approach to the TMDL to utilize feasible management options, support compliance requirements, and to understand the hydrodynamics and transport of contaminants in the water column and sediment (Anchor QEA 2017a, Everest 2017).

2.2.2 TMDL Compliance Monitoring

As previously described, the CCMRP details TMDL compliance monitoring activities conducted by the Greater Harbor Waters responsible parties. Each named party is responsible for compliance monitoring; however, the Harbor Toxics TMDL encourages collaboration and coordination of monitoring efforts. The RMC was subsequently formed in 2014 to coordinate monitoring efforts. Compliance monitoring began in 2014 and was later modified in 2019 to create a more efficient sampling program (Purdy 2019). The modified monitoring program consists of the following:

- In situ water quality measurements and water column samples collected three times annually (two during wet weather and one during dry weather) at 12 locations[1]
- Sediment sampling twice every 5 years at each of the 22 Harbor Toxics TMDL-specified locations

[1] Per the approved modifications (Purdy 2019) in support of compliance monitoring and reporting for the Harbor Toxics TMDL, beginning in August 2019, water samples were collected at one station within each of the 12 water quality groups. Stations were selected from the 22 Harbor Toxics TMDL-specified station locations that occur within each water quality group.

- Fish tissue monitoring twice every 5 years (coordinated with sediment monitoring) at four stations (Consolidated Slip, Outer Los Angeles Harbor, Outer Long Beach Harbor, and Eastern San Pedro Bay)

Sediment triad (i.e., chemistry, toxicity, and benthic community) sampling is performed to assess sediment quality using California's direct effects Sediment Quality Objectives (SQOs) as described in the *Water Quality Control Plan for Enclosed Bays and Estuaries, Sediment Quality Provisions* (Cal EPA/SWRCB 2018). The SQO assessment is performed for each of the 22 stations by calculating scores for each individual line of evidence and an integrated final station level assessment. Every 5 years, and most recently in 2018, sediment sampling and analysis is conducted in coordination with the Bight Program. The Bight Program has been running for more than 25 years and allows for long-term tracking of benthic communities, fisheries, and water and sediment quality along the Southern California Bight. The next coordinated sediment sampling is scheduled for 2023. Water, sediment, and fish tissue compliance monitoring results for each sampling event are summarized in the Harbor Toxics TMDL Annual Reports (Anchor QEA 2015b, 2016b, 2017b, 2018, 2019b, 2020, and 2021a).

2.2.3 IMP/CIMP Implementation

Region-wide MS4 Permits are adopted by the RWQCB for the purpose of protecting the beneficial uses in the receiving waters. Permits allow permittees to coordinate stormwater planning efforts on a watershed basis to achieve compliance with numerical criteria. Monitoring is required to assess impacts of discharges on receiving waters, compliance with receiving water and water quality-based effluent limitations, characterize pollutant concentrations and loads, identify sources of pollutants, and measure effectiveness of control measures. An IMP or CIMP was developed for each MS4 area to define the monitoring approach and methods to meet MS4 Permit requirements. IMPs and CIMPs for each EWMP or WMP discussed in Section 2.1 are summarized as follows:

- *Coordinated Integrated Monitoring Program for the Dominguez Channel Watershed Management Area Group* (Dominguez Channel Watershed Management Area Group et al. 2016)
- *Integrated Monitoring Program for the Nearshore Watersheds* (Anchor QEA 2021b)
- *Los Cerritos Channel Coordinated Integrated Monitoring Program* (Kinnetic Laboratories 2015a)
- *Coordinated Integrated Monitoring Program for the Lower Los Angeles River Watershed Management Group* (Kinnetic Laboratories 2017)
- *Coordinated Integrated Monitoring Program for Lower San Gabriel River Watershed Management Group* (Kinnetic Laboratories, Inc. 2015b)
- *Coordinated Integrated Monitoring Program (CIMP) for the Palos Verdes Peninsula Group* (Palos Verdes Peninsula Group 2016)

2.3 WRAP Control Measures

The Ports jointly developed the WRAP in 2009. This living document details control measures and associated programs to address four categorical resources: stormwater discharges from land-use sources, on-water sources, sediments, and discharges from the upstream watershed. Specific control measures for each of these categories are as follows:

- Land-Use (LU)1: Enhance housekeeping BMPs in maintenance and fueling areas, general cargo handling areas, certain dry-bulk cargo handling areas, automobile dismantling and boat repair facilities, oil production facilities, and building maintenance and landscaping areas.
- LU2: Develop a port-wide guidance manual for design of new and redeveloped facilities, including design criteria and operational BMPs.
- LU3: Evaluate the need for structural BMPs for key discharges and targeted pollutants at existing facilities and install where necessary to ensure compliance.
- LU4: Continue and expand upon existing stormwater/dust control programs for vacant/undeveloped property.
- LU5: Enhance and expand litter control programs and implement relevant elements of those programs in specific sources.
- LU6: Enhance and expand street and public parking area sweeping and cleaning programs.
- LU7: Evaluate existing construction permit compliance procedures and enhance as necessary.
- LU8: Evaluate Port-owned properties outside the harbor districts and ensure permit compliance as necessary.
- On-Water (OW)1: Develop guidance manual for on-water activities (e.g., allowable and prohibited vessel maintenance activities and discharges).
- OW2: Develop Port policy and standards for maintenance, in-kind replacement, and eventual phasing out of exposed treated piling from in-water applications.
- OW3: Develop BMPs and standards for zinc-based cathodic protection of Port structures and vessels.
- Sediment (S)1: Develop sediment management policy and guidance establishing priorities for removal, disposal, and management of sediments with a clear decision-making framework.
- S2: Develop a sediment management policy establishing priorities for the management of areas of legacy contaminated sediments and hot spots.
- Watershed (WS)1: Employ all available means to support efforts to reduce upstream pollutant loadings that adversely affect harbor water and sediment quality.

Specific WRAP control measures completed in Phase I and completed and ongoing in Phase II are detailed in Table 1.

2.4 Source Control Actions

Table 1 summarizes the status of source control actions and projects implemented in Phase II by members of the RMC in support of the Harbor Toxics TMDL. This table was compiled by reviewing WMPs, EWMPs, and Watershed Annual Reports to evaluate planned, ongoing, or completed initiatives for the Dominguez Channel Watershed, Los Cerritos Channel Watershed, Lower Los Angeles River Watershed, Lower San Gabriel River Watershed, Nearshore Watershed, and Palos Verdes Peninsula Watershed. In addition, WRAP control measures and CSMP implementation actions were evaluated in coordination with the Ports. Members of the RMC have also implemented a variety of non-structural source control measures that are discussed in more detail in the EWMPs and Watershed Annual Reports but have been excluded for brevity in this report.

There are also multiple state and regional actions and regulations that have been implemented or are planned to reduce contaminants in stormwater. These include the following:

- **California Lead in Wheel Weights Restriction:** As of January 2010, Senate Bill (SB) 757 prohibits the manufacture, sale, or installation of wheel weights containing more than 0.1% lead. If lead wheel weights are removed from a tire on an existing vehicle for any reason, the lead wheel weight may not be placed back on the tire. The language of the statute is worded broadly and does not limit the scope of the legislation to automobile weights only.
- **California Motor Vehicle Brake Friction Material Law:** SB 346 prohibits sale of brake pads in California containing more than trace amounts of copper, certain heavy metals, and asbestos. The law requires an incremental reduction in the amount of copper allowed in vehicle brake pads, which constitutes the single largest source of copper in metropolitan environments. The first compliance deadline was January 2021, after which the copper content in brake pads cannot exceed 5%. Beginning in January 2025, copper content in brake pads cannot exceed 0.5%.
- **Zinc in Tires:** The California Stormwater Quality Association (CASQA) is working to utilize the DTSC Safer Consumer Product Regulations to reduce the content of zinc in tires, which is one of the largest sources of zinc in stormwater in urban areas. DTSC is now working on preparing a technical document and will solicit input from industry representatives and the public prior to initiating rulemaking. If DTSC chooses to regulate zinc in tires, manufacturers will have to conduct an Alternatives Analysis to determine if there is a substitute that is safe for the environment and public health while still meeting performance and safety requirements. On January 12, 2021, DTSC put tire manufacturers on notice that California wants them to explore alternatives to using zinc.
- **Measure W:** Approved by Los Angeles County voters in 2018, Measure W is a multi-benefit measure that provides cities, watershed areas, and Los Angeles County with funds to capture, treat, and recycle stormwater. With a Regional Oversight Committee that reviews Stormwater Investment Plans to ensure Program goals are being prudently met, they maintain proper

balance of multi-benefit projects and steer future processes. Measure W funds Los Angeles County's Safe Clean Water Program to improve water quality, increase local water supply, and enhance the community by working with Watershed coordinators and communities.

3 Future Actions

3.1 Remaining Phase II Actions (2017 to 2027)

The goal of Phase II is to implement BMPs, implement site-specific cleanup actions for areas defined as high priority during Phase I, implement additional BMPs and site remedial actions upstream and in the Ports, and identify appropriate actions based on the TMDL monitoring program and special studies. Actions taken in support of these goals are described in Table 1. Several ongoing source control actions will continue throughout Phase II. In addition, several regional BMPs in the planning phase will continue to be developed throughout Phase II. As described in Table 1, Channel 2 at the Port of Long Beach is currently in Step 1 of the CSMP approach for identification and management of contaminated sediment hot spots (Figure 2). As the results from Channel 2 are evaluated, these data will support the identification and selection of the most appropriate management alternative in Phase II. Once all parties agree on the selected management approach and funding mechanisms are secured, the management action can be scheduled and implemented, if warranted based on the data. Sediment, water, and fish tissue monitoring will continue in Phase II via the CCMRP, Bight Program, CIMPs and IMP, and special studies. Data from these programs will support the identification of other potential sites to be managed.

3.2 Phase III Actions (2027 to 2032)

The purpose of Phase III is to implement secondary and additional remediation actions as necessary to be in compliance with final WLAs by the end of the TMDL implementation period (RWQCB 2011). This will be done by continuing to implement green streets, catch basins, LID projects, redevelopment, sediment management, and regional projects. Based on data from TMDL monitoring and special studies, any additional source control measures and hot spot cleanup areas will be identified and implemented. As discussed in Section 3.1, this may include Channel 2 at the Port of Long Beach, depending on monitoring results and if all parties agree on the selected management approach and funding mechanisms are secured.

Table 1
Status of Source Control Actions Implemented in Phase II

Associated WMP/EWMP	Agency[1]	Planned WMP/EWMP Action	Status	Notes	Reference Material
Long Beach Nearshore WMP	City of Long Beach	Proposed Regional Filtration location	P	Potential Regional Filtration location: Bixby Village Golf Course	Long Beach Nearshore Watershed WMP 2020-21
		Proposed future BMP locations	P	Potential future BMP locations: Earl Miller Japanese Garden, Triangle on Loynes, and Bluffs 1 and 2 Park.	Long Beach Nearshore Watershed WMP 2020-21
		Proposed Regional Infiltration BMP locations	P	Potential Infiltration locations: Stearns Champions and Jack Nichol Parks; Horace Mann, Charles F. Kettering, Bixby and Lowell Elementary Schools; Sato Academy of Math and Science; Marine Stadium; vacant parcel between Interstate 405 and North Lakewood Boulevard; Utilities Parcel (SCE Hinson Substation); and Long Beach Police East Division	Long Beach Nearshore Watershed WMP 2020-21
		Completed Infiltration BMPs	✔	Bixby Park; Granada, Junipero, Alamito, and Marine Park Parking Lot Improvements; and Pier J Bike and Pedestrian Path	Long Beach Nearshore Watershed WMP 2020-21
		Completed trash capture device installations	✔	333 devices were installed in FY 2018-2019; 302 installations were installed FY 2020-2021	Long Beach Nearshore Watershed WMP 2020-21
		Phase 2 Wetlands Restoration Project	→	Design is underway of Colorado Lagoon Restoration Project to reconnect marine habitat to full tidal flushing.	Long Beach Nearshore Watershed WMP 2020-21
		New Gerald Desmond Bridge Replacement Project	✔	BMPs include 2 infiltration trenches, 1 media filter, 5 biofiltration swales, and 2 Austin vault sand filters.	Long Beach Nearshore Watershed WMP 2020-21
		Bioinfiltration BMP	✔	Harbor Scenic and Pier J Intersection Improvement Project	Long Beach Nearshore Watershed WMP 2020-21
		Flow-through treatment BMP	✔	Fire Station 15	Long Beach Nearshore Watershed WMP 2020-21
		Middle Harbor Redevelopment Project	✔	Upgrade facilities; included the installation of 12 flowthrough treatment BMPs.	Long Beach Nearshore Watershed WMP 2020-21
		Infiltration BMPs	✔	Junipero Beach – Phase 2 and Granada Beach Concession Building	Long Beach Nearshore Watershed AR 2020-21
		Underway Infiltration BMPs	→	Alamitos Beach Concession Building	Long Beach Nearshore Watershed AR 2020-21
		Planned trash capture device installations	→	Full trash capture device installation planning is underway.	Long Beach Nearshore Watershed WMP 2020-21
		Piers G and J Doubletrack	→	Project is designed to include catch basin filter inserts within existing and proposed drain inlets.	Long Beach Nearshore Watershed AR 2020-21
		Fire Station 20	→	Planning is to include BMPs within all catch basins, isolated wash area, and drought tolerant landscaping.	Long Beach Nearshore Watershed AR 2020-21
		Pier G Wharf Extension	→	This project involves hydrodynamic separator and certified full trash capture device.	Long Beach Nearshore Watershed AR 2020-21
		Green Streets Master Plan	P	Development of a Green Streets Master Plan to incorporate structural BMPs into existing R-O-Ws	Long Beach Nearshore Watershed AR 2020-21
		Stormwater Projects Master Plan	P	The City plans to develop a Stormwater Projects Master Plan to strategically plan out locations for stormwater projects within the City.	Long Beach Nearshore Watershed AR 2020-21
CSMP	POLB	Channel 2 sediment remediation	→	Sediment investigation (as per CSMP) to inform management actions; sediment sampling and characterization efforts	CSMP
WRAP	POLA/POLB	Land Use 1	→	BMPs for maintenance/fueling areas, auto dismantling/boat repair facilities, oil production facilities, and building maintenance/landscaping areas	WRAP
		Land Use 2	✔	Design guidance manual	WRAP
		Land Use 3	→	Evaluate need for structural BMPs for discharges and targeted pollutants at existing facilities.	WRAP
		Land Use 4	→	Stormwater/dust control for orphan sites	WRAP
		Land Use 5	→	Litter Control Program	WRAP
		Land Use 6	→	Public area sweeping program	WRAP
		Land Use 7	→	Evaluate construction permit compliance and enhance as necessary	WRAP
		Land Use 8	→	Evaluate port owned properties within watershed but outside port boundary/harbor districts; ensure permit compliance.	WRAP
		On Water 1	✔	Vessel guidance manual for on-water activities; program has been implemented and guidance is ongoing.	WRAP
		On Water 2	→	Piling replacement; phase out of exposed treated piling	WRAP

Table 1
Status of Source Control Actions Implemented in Phase II

Associated WMP/EWMP	Agency[1]	Planned WMP/EWMP Action	Status	Notes	Reference Material
		On Water 3	→	Develop standards for zinc-based cathodic protection; use ICCP versus sacrificial anodes and replace zinc with aluminum alloys.	WRAP
		Sediment 1	→	Operations Sediment Management Plans; Ports determine the path of sediment management, and this includes dredging.	WRAP
		Sediment 2	→	Sediment management policies and establish management of areas of legacy pollutants and hot spots	WRAP
		Watershed Discharges 1	→	Support pollutant loading reduction efforts	WRAP
Palos Verdes Peninsula EWMP	Cities of Rancho Palos Verdes, Rolling Hills, and Rolling Hills Estates	Low Impact Development (LID)	→	New and redeveloped LIDs required for priority development projects to retain or biofilter stormwater runoff.	Peninsula Watershed AR 2020-21
	Cities of Rancho Palos Verdes and Rolling Hills Estates	Enhanced street sweeping	→	Enhanced street sweeping with closed-loop regenerative air system sweepers	Peninsula EWMP June 2021 and Rolling Hills Estates Individual Annual Report 2020-21
	City of Rancho Palos Verdes	Eastview Park Infiltration Project	P	Project concept is to capture and infiltrate the 85%, 24-hour runoff volume from a 350-acre tributary area; project's feasibility study underway within the existing park area.	Peninsula Watershed AR 2020-21
Los Cerritos Channel WMP	Los Cerritos Channel WMG	Full Capture Device Installation	→	Full capture systems installed	Los Cerritos Channel WMP 2020-21
	City of Lakewood	Paramount Boulevard Green Street Project	✔	Project included drought tolerant landscaping, planting 185 new trees, inverting medians direct stormwater to 48 bioinfiltration basins, and installing 4 drywells.	Los Cerritos Channel WMP 2020-21
		Lakewood Boulevard Corridor Capacity Enhancement Project	P	Lakewood Boulevard will include infiltration stormwater treatment BMP.	Los Cerritos Channel WMP 2020-21
		Potential Future Water Capture Projects – PV Channel	P	PV Channel Site 1 – 7 LACFCD R-O-W Water Capture Project	Los Cerritos Channel WMP 2020-21
	City of Bellflower	Green Streets and LID Project at Various Locations	P	The City proposes to supplement the regional stormwater capture projects by using green streets elements, such as drywells, and LID to reduce the discharge of pollutants into waterways.	Los Cerritos Channel WMP 2020-21
		Simms Park Stormwater Capture Project	P	The City has received Regional Measure W funds for the design of the Simms Park Stormwater Capture Project. The project has been proposed for construction funding.	Los Cerritos Channel WMP 2020-21
	City of Long Beach	Green Streets Master Plan Development and Implementation	P	Consists of the development of a green streets master plan and the implementation of green streets projects to manage stormwater	Los Cerritos Channel WMP 2020-21
	City of Long Beach in coordination with City of Lakewood	Regional Project	→	Skylinks Golf Course Water Capture Project	Los Cerritos Channel WMP 2020-21
	City of Long Beach	Trash Capture Devices	P	248 CPS installations were completed in FY 2018-2019 and 29 were completed in FY 2020-2021; additional installations are planned.	Long Beach Individual Annual Report
	City of Paramount	Arterial Resurfacing on Downey Boulevard	✔	This project proposes to mitigate stormwater pollution through construction of LID BMPs (i.e., drywells).	Los Cerritos Channel WMP 2020-21
		Trash Capture Devices	P	95 CPS installed in 2018/2019; additional installations are planned.	Paramount Individual Annual Report 2020-2021
		Green Street	✔	Paramout Boulevard urban renovation project; this project proposes to mitigate stormwater pollution through construction of LID BMPs (i.e., drywells).	Los Cerritos Channel WMP 2020-21
	City of Signal Hill	Trash Capture Devices	✔	116 CPS installed in 2018/2019	Signal Hill Individual Annual Report 2020-2021
		Vacant Parcel Ordinance	✔	To reduce the discharge of sediment from exposed vacant parcels; successful amendment to its Municipal Code Chapter 12.16 to address sediment discharge from exposed vacant parcels over 1 acre	Signal Hill Individual Annual Report 2020-2021
	City of Lakewood in coordination with Cities of Bellflower, Long Beach, and Paramount	Completed Water Capture Project	✔	Bolivar Water Capture Project	Los Cerritos Channel WMP 2020-21

Table 1
Status of Source Control Actions Implemented in Phase II

Associated WMP/EWMP	Agency[1]	Planned WMP/EWMP Action	Status	Notes	Reference Material
Dominguez Channel EWMP	City of Lakewood in coordination of Cities of Bellflower and Paramount	Completed Water Capture Project	✔	Mayfair Water Capture Project	Los Cerritos Channel WMP 2020-21
	City of Bellflower	Completed Water Capture Project	✔	Caruthers Parks Water Capture Project	Los Cerritos Channel WMP 2020-21
	Cities of Long Beach in coordination with Cities of Lakewood and Signal Hill	Completed Water Capture Project	✔	Long Beach Airport Water Capture Project (i.e. LCC Sub-Basin 4 Stormwater Capture Project)	Los Cerritos Channel WMP 2020-21
	Cities of Long Beach, Paramount, and Signal Hill	Potential Future Water Capture	P	Progress, Heartwell, Pan American, Reservoir, and Wardlow Parks; Long Beach Junior Gold Course; and Bike Trail at Clarke Avenue Water Capture Projects.	Los Cerritos Channel WMP 2020-21
	Cities of Paramount, Bellflower, Lakewood, and Long Beach	Potential Locations for Future Water Capture Projects – Utility Transmission	P	Utility Transmission R-O-W BMP Site Water Capture Project; 16 locations	Los Cerritos Channel WMP 2020-21
	Cities of Bellflower, Lakewood, Long Beach, and Paramount	Potential Future Water Capture Projects	P	A total of 16 potential sites, all educational centers, including Academies and Elementary, Middle, and High Schools	Los Cerritos Channel WMP 2020-21
	Cities of Paramount and Signal Hill	Installation of tree box filters	✔	Treatment control partially funded by a Proposition 84 grant received by the Gateway Water Management Authority.	Los Cerritos Channel WMP 2020-21
	City of Long Beach	Green Streets Master Plan	P	Development of a Green Streets Master Plan to incorporate structural BMPs into existing R-O-Ws	Long Beach Nearshore Watershed AR 2020-21
	City of Long Beach	Stormwater Projects Master Plan	P	The City plans to develop a Stormwater Projects Master Plan to strategically plan out locations for stormwater projects within the City.	Long Beach Nearshore Watershed AR 2020-21
	Cities of Lakewood and Paramount	Prototype design of biofiltration and infiltration chamber	✔	Development of prototype design of biofiltration and infiltration chamber for streets with wider parkways by the City of Lakewood	Los Cerritos Channel WMP 2020-21
	Los Angeles County	Alondra Park Regional Multi-Benefit Stormwater Capture Project	→	Los Angeles County has 90% design in 2021	Dominguez Channel EWMP 2021
		West Rancho Dominguez – San Pedro Street Green Improvement Project	P	Submitted for Safe Clean Water Infrastructure for design and funding	Dominguez Channel EWMP 2021
	Los Angeles County and City of Los Angeles	Green Street Design Phase	P	Los Angeles County Green Street Master Plan and Wilmington Q Street	LA County AR 2020-21
		Green Street	✔	Improved water quality via LID	City of Los Angeles AR 2017-18
	Los Angeles County and Cities of Los Angeles[1]	Feasibility study phase funding phase for Structural BMPs	P	Carson City Hall/Civic Center, Del Alamo Park, Normandale Recreation Center, and Plaza del Alamo Green Infrastructure Corridors; Douglas Pump Station #18; and Southern Lawndale Revitalization	Dominguez Channel EWMP 2021
	City of Los Angeles[1]	Green Street Feasibility Phase	P	Green Alley and Wilmington Streets	Dominguez Channel EWMP 2021
Lower San Gabriel River WMP	Cities of Long Beach and Lakewood	El Dorado Park Regional Project	P	Design Underway	Lower San Gabriel AR 2017-18
	City of Long Beach	LID Project	P	Camp Shiwaka Eco Parking Lot Stormwater Project	LSGR Watershed Annual Report 2020-2021
		Trash Capture Devices	✔	8 CPS installations were completed in FY 2018-2019.	Long Beach Individual Annual Report
		Restoration Project with Capture and Use	P	El Dorado Regional Park Duck Pond Rehabilitation Project	LSGR Watershed Annual Report 2020-2021
	City of Lakewood	Regional Project	P	Lakewood Equestrian Center	LSGR Watershed Annual Report 2020-2021
		Trash Capture Devices	P	32 CPS and 4 GITS installations were completed in June 2018. Additional installations are planned.	Lakewood Individual Annual Report 2020-2021
	City of Bellflower	Local Structural BMP Improvements	✔	The City installed full-capture trash devices in 168 catch basins.	Lower San Gabriel River WMP 2015
	City of Long Beach	Green Streets Master Plan	P	Development of a Green Streets Master Plan to incorporate structural BMPs into existing R-O-Ws	Long Beach Nearshore Watershed AR 2020-21
	City of Long Beach	Stormwater Projects Master Plan	P	The City plans to develop a Stormwater Projects Master Plan to strategically plan out locations for stormwater projects within the City.	Long Beach Nearshore Watershed AR 2020-21
	City of Bellflower	Caruthers Park Water Capture Facility Regional Structural BMP	✔	Design includes a 9.1 acre-feet infiltration vault and a connection built to divert a major storm channel.	LSGR Watershed Annual Report 2020-2021

Table 1
Status of Source Control Actions Implemented in Phase II

Associated WMP/EWMP	Agency[1]	Planned WMP/EWMP Action	Status	Notes	Reference Material
Lower Los Angeles River WMP	City of Paramount	Regional Project	P	Spane Park Regional Project	LLAR Watershed Annual Report 2020-2021
		Green Street	P	Garfield Avenue Widening Project	LLAR Watershed Annual Report 2020-2021
		Green Street	✔	This project proposes to mitigate stormwater pollution through construction of LID BMPs (i.e., drywells).	LLAR Watershed Annual Report 2020-2021
		Green Street	✔	Atlantic Place tract Green Street	LLAR Watershed Annual Report 2020-2021
		Trash Capture Devices	✔	325 CPS and 229 ARS installations were completed as part of the Gateway Catch Basin Retrofit project in 2010/2011	Gateway Water Management Authority
		Arterial Resurfacing on Paramount Boulevard	✔	This project proposes to mitigate stormwater pollution through construction of LID BMPs (i.e., drywells).	Los Cerritos Channel WMP 2020-21
	City of Signal Hill	View Park Project (i.e., Creston Avenue)	→	Construction of drywell, infiltration basin/trench, and drought tolerant vegetation	Signal Hill AR 2017-18
		Local Signal Hill Dog Park Structural BMP	✔	Completed in 2018. Incorporates an Infiltration BMP (drywell)	Signal Hill AR 2017-18
		Local Signal Hill Library Structural BMP	✔	Incorporates an Infiltration BMP (drywell) and two upstream detention systems	Signal Hill AR 2017-18
		Trash Capture Devices	✔	138 CPS and 115 ARS installations were completed as part of the Gateway Catch Basin Retrofit project in 2010/2011	Gateway Water Management Authority
	City of Long Beach	DeForest Park Wetlands Restoration Project	✔	Completed in 2018	Long Beach AR 2017-18
		Regional Long Beach MUST Facility	→	Construction began in November 2021, will have the capacity to treat approximately 436,000 gallons of non stormwater per day	Long Beach AR 2017-18
		LID Project	✔	Houghton Park Community Center Renovation Project	Lower LA1 Watershed Annual Report 2020-2021, page 6, Table 2-e
		Restoration Project with Wetland	✔	Willow Springs Park Wetland Restoration Expansion Project (Phase 1).	Long Beach Individual Annual Report 2020-2021
		Restoration Project with Wetland	P	Willow Springs Park: Wetland Restoration Expansion Project (Phase 2)	LLAR Watershed Annual Report 2020-2021
		LID Project	P	Lincoln Park	LLAR Watershed Annual Report 2020-2021
		Green Street	✔	Daisy-Myrtle Roundabout Green Streets	LLAR WMP 2021
		LID Project	✔	Long Beach Civic Center	LLAR WMP 2021
		LID Project	✔	Willmore City Heritage Garden Biofiltration Swale	LLAR WMP 2021
		Trash Capture Devices	✔	2,691 CPS and 1,130 ARS installations were completed as part of the Gateway Catch Basin Retrofit project in 2010/2011	Gateway Water Management Authority
	City of Lakewood	Trash Capture Devices	✔	1 CPS and 2 ARS installations were completed as part of the Gateway Catch Basin Retrofit project in 2010/2011	Gateway Water Management Authority
	City of Long Beach	Green Streets Master Plan	P	Development of a Green Streets Master Plan to incorporate structural BMPs into existing R-O-Ws	Long Beach Nearshore Watershed AR 2020-21
	City of Long Beach	Green Street	✔	Long Beach MUST Street Improvements	Lower LA1 Watershed Annual Report 2020-2021, page 6, Table 2-e
	City of Long Beach	Stormwater Projects Master Plan	P	The City plans to develop a Stormwater Projects Master Plan to strategically plan out locations for stormwater projects within the City.	Long Beach Nearshore Watershed AR 2020-21
	City of Signal Hill	Vacant Parcel Ordinance	✔	To reduce the discharge of sediment from exposed vacant parcels; successful amendment to its Municipal Code Chapter 12.16 to address sediment discharge from exposed vacant parcels over 1 acre	Signal Hill Individual Annual Report 2020-2021

Table 1
Status of Source Control Actions Implemented in Phase II

Notes:
1. Many of these projects are regional and may be coordinated with municipalities that are not listed as a Harbor Toxics TMDL responsible party.
✔: Complete
→: Ongoing
P: Planning Underway
AR: Annual Report
BMP: best management practice
CIMP: Coordinated Integrated Monitoring Program
CPS: connector pipe screen
EWMP: Enhanced Watershed Management Program
FY: fiscal year
ICCP: impressed current cathodic protection
LACFCD: Los Angeles County Flood Control District
LCC: Los Cerritos Channel
LFD: Low Flow Diversion
LID: low impact development
MUST: Municipal Urban Stormwater Treatment
NPDES: National Pollutant Discharge Elimination System
POLA: Port of Los Angeles
POLB: Port of Long Beach
PV: Palos Verdes
RHCC: Rolling Hills Country Club
R-O-W: right-of-way
SCE: Southern California Edison
TMDL: Total Maximum Daily Load
VSS: Vortex Separation System
WMG: Watershed Management Group
WMP: Watershed Management Plan
WRAP: Water Resources Action Plan

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Agenda Item No.: 13.A
Mtg. Date: 08/26/2024

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

FROM: **SAMANTHA CREW, MANAGEMENT ANALYST**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **ADOPT RESOLUTION NO. 1374, APPROVING THE TRANSFER AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR SAFE CLEAN WATER MUNICIPAL PROGRAM FUNDS (MEASURE W)**

DATE: **August 26, 2024**

BACKGROUND:
The Safe Clean Water Program (SCW) is being implemented through provisions enacted via Chapters 16 and 18 of the Los Angeles County Flood Control District Code. This provides dedicated funding to increase local water supply, improve water quality, and protect public health with a key goal of supporting municipalities in meeting water quality objectives specified in municipal stormwater permits (MS4). In November 2018, the SCW Program was approved by Los Angeles County voters as Municipal Safe Clean Water (Measure W) and is funded through a special parcel tax of 2.5 cents per square foot of impermeable surfaces (e.g., roofs, driveways) on private properties within the boundaries of the Los Angeles County Flood Control District (District). Forty percent of the revenues collected annually through the parcel tax are returned to municipalities in proportion to the tax collected within those municipalities (local return), fifty percent of the revenues are used to fund regional watershed-based multi-benefit projects and scientific studies, and ten percent is used by the District to administer and oversee the program to ensure public transparency and accountability.

DISCUSSION:
To receive SCW Program funds, a municipality must enter into a Transfer Agreement with the Los Angeles County Flood Control District and submit an annual plan of eligible program expenditures. The Transfer Agreement requires municipalities to comply with the requirements of the SCW program and other appropriate provisions established by the Los Angeles County Board of Supervisors. The inaugural Municipal Safe Clean Water Transfer Agreement, which includes conditions for disbursement of the local return, has expired effective June 30, 2024. The District has prepared a new template 4-year Transfer Agreement covering Fiscal Years FY2024-2025 through FY2027-2028 that is similar to the inaugural 3-year agreement with a few minor updates to reflect the current state of the SCW program. The City's version of the agreement, Transfer Agreement No. 2024MP64, is attached for City Council consideration.

FISCAL IMPACT:
The City receives approximately $104,000 annually to assist in meeting water quality objectives consistent with the Municipal Stormwater Permit and the SCW Program requirements.

Until the Transfer Agreement is fully executed, the City will not receive its next Municipal Program payment for FY2024-25.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PW_STW_240826_TA_THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.pdf
ResolutionNo1374_SCWTransferAgreement.pdf

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND ROLLING HILLS
AGREEMENT NO. 2024MP64
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of

_____by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Rolling Hills, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code. "Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Rolling Hills	
Name:	Haris Harouny	Name:	
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	
Phone:	(626) 300-2620	Phone:	

Email:	hharouny@dpw.lacounty.gov	Email:	

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS
EXHIBIT B – GENERAL TERMS AND CONDITIONS
EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)
EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. EXECUTION OF AGREEMENT

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9^{th}) month from the end of each three (3) year period

to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	**Audit Begins**	**Audit Report Due to District**
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties.

All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from

the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

Fiscal Year Transferred	**Funds Lapse After**	**Extension Request Due**	**Commit By**
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
   a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
   b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
   a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
   b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
   c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for

performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
   a. Amount of funds received;
   b. Breakdown of how the SCW Program Payment has been expended;
   c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
   d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
   e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
   f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
   g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
   h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
   i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
   j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
      i. Annual volume of stormwater captured and treated
      ii. Annual volume of stormwater captured and reused
      iii. Annual volume of stormwater captured and recharged to a managed aquifer
      iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
      v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
      vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument

to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.
The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.
Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	●Preservation of native vegetation ●Minimal negative impact to existing drainage system	●Preservation of native vegetation ●Installation of new feature(s) to improve existing drainage system	●Creation of open green space ●Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	●Partial restoration of existing riparian habitat and wetlands Planting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration of existing riparian habitat and wetlands ●Planting of native vegetation - between 21 and 40 different native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ●No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regular inspection and maintenance of pet waste stations.
    - Maintaining trash receptacles.
    - Removal of trash, debris, and blockages from bioswales.
    - Inspection and cleaning of trash booms.
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
        - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth.
        - Prevent encroachment of adjacent property and provide vertical clearance.
        - Inspect for dead or diseased plants regularly.

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
        - Draining and drawdown of wetland and excessive bulrush removal
        - Weed and nuisance plant control.
        - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
        - Wildflower and meadow maintenance.
        - Grass, sedge, and yarrow management.
        - Removal of unwanted hydroseed.

3. Wildlife Management
    - Exotic species control.
    - Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
    - Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
    - Avoid disturbances to nesting birds.
    - Avoid spread of invasive aquatic species.

4. Facility Inspection
    - Inspect project sites for rodent and insect infestations on a regular basis.
    - Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
    - Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).

- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management
    - Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
        - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
        - Inspection should be performed at least monthly.
        - Recover, replace, or refasten displaced or damaged valve box covers.
        - Inspect and repair bubbler heads.
        - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
        - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
        - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
        - Maintain and check function of the drip system.
    - Keeping irrigation control boxes clear of vegetation.
    - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
    - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
    - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
    - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
    - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control
    - Inspect slopes for erosion during each maintenance activity.
    - Inspect basins for erosion.
    - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities
    - Monitor controllable intake water flow and water elevation.
    - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
    - Water quality sampling (quarterly, unless justified otherwise).
    - Checking telemetry equipment.
    - Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control
    - Monitoring for the presence of vector and nuisance insect species.
    - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
    - Managing emergent vegetation.
    - Using hydraulic control structures to rapidly dewater emergent marsh areas.
    - Managing flow velocities to reduce propagation of vectors.

RESOLUTION NO. 1374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, APPROVING THE TRANSFER AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR SAFE CLEAN WATER MUNICIPAL PROGRAM FUNDS.

WHEREAS, the Los Angeles Region Safe Clean Water (SCW) Program is administered by the Los Angeles County Flood Control District (District) pursuant to Chapters 16 and Chapter 18 of the Los Angeles County Flood Control District Code with the purpose of increasing stormwater and urban runoff capture and reducing stormwater and urban runoff pollution; and

WHEREAS, Pursuant to Section 16.04.A.2 of the Los Angeles County Flood Control District Code, forty percent of annual SCW Program tax revenues shall be allocated to municipalities within the District in the same proportion as the amount of revenues collected within each municipality to be expended for the implementation, operation and maintenance and administration of Projects and Programs in accordance with criteria and procedures established in Chapters 16 and 18 of the Los Angeles County Flood Control District Code; and

WHEREAS, Pursuant to Section 16.05.A.1 of the Los Angeles County Flood Control District Code, prior to the receipt of SCW Program funds, the City of Rolling Hills must enter into an agreement with the District to receive the transfer of SCW Program funds; and

WHEREAS, Pursuant to Section 18.09 of the Los Angeles County Flood Control District Code, the Los Angeles County Board of Supervisors has approved the Transfer Agreement template for the transfer of SCW Program Funds to municipalities.

Section 1. The City Council of the City of Rolling Hills hereby approves Transfer Agreement No. 2024MP64 between the City of Rolling Hills and the Los Angeles County Flood Control District.

Section 2. The City Manager shall execute Transfer Agreement No. 2024MP64 for and on behalf of the City of Rolling Hills.

Section 2. The City Clerk shall attest and certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of August, 2024.

_____
LEAH MIRSCH
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

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

The foregoing Resolution No. 1374 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, APPROVING THE TRANSFER AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR SAFE CLEAN WATER MUNICIPAL PROGRAM FUNDS

was approved and adopted at a regular meeting of the City Council on the 26th day of August, 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
CHRISTIAN HORVATH
CITY CLERK

Agenda Item No.: 13.B
Mtg. Date: 08/26/2024

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE BERGEMAN GROUP TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR CONSTRUCTION OF THE TENNIS COURT ADA IMPROVEMENT PROJECT AT A NOT-TO-EXCEED FEE OF $103,950**

DATE: **August 26, 2024**

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

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

- A review of the City's improvement plans was completed and approved by the RHCA Architectural Committee on June 13, 2023.
- The remaining outstanding review comments by Los Angeles County Building and Safety (LACBS) were to provide approval of the improvement plans from the Planning Department and the RHCA. Bolton Engineering resubmitted plans with these required approvals for a final round of plan checks on June 15, 2023.
- Staff anticipated that the TC-ADA would be ready to advertise for construction bids in July 2023
- Several other RHCA projects were being coordinated to ensure any City improvements account for these future projects, including the new Cabana revising the landscape, irrigation, and lighting plans and a retaining wall submittal.
- The RHCA plans for the new Cabana were scheduled to be submitted to LACBS in early July 2023. Once the plans for the Cabana were completed for the first submittal to LACBS, the RHCA would then present them to the City Council at a future meeting for

feedback.

- In previous years, staff had received preliminary construction estimates for the TC-ADA in the amount of $300,000 and listed it as such in past Capital Improvement Plans.
- In recent months, the RHCA has worked with Richie-Bray, Inc., on landscape, irrigation, and lighting plans. After outreach from staff, Richie-Bray, Inc., indicated a willingness to complete these plans for the city for $7,000.00.

The City Council directed staff to advertise the TC-ADA for bids and approved the allocation for landscape, irrigation, and lighting plans. The City Council would be provided the opportunity to review the results of the construction bids and ultimately decide whether to award a contract at a later date.

On July 10, 2023, the City Council approved Resolution No. 1344, authorizing a budget amendment to transfer $307,000 from reserves to the Capital Projects Fund for this project.

On July 12, 2023, City staff began the first of many monthly meetings with the RHCA regarding project coordination and the process for further submissions to LACBS. Staff also began discussions with the City Attorney on ensuring that the two entities were clearly defined as separate projects.

On July 24, 2023, the City Council was asked to approve RHCA's conceptual design so they could submit plans to the LACBS to begin the permitting process. At this time, no formal construction timeline has been set for the project to begin. The Council voted to approve it as presented, noting that it would discuss the proposed firepit when the item comes back in the future.

In August 2023, staff worked on addressing LACBS requirements for Low-Impact Development (LID) standards. The RHCA finalized their plans for submission to LACBS and began preparing to get estimates on their Cabana project.

In October 2023, LACBS acknowledged receipt of resubmittals but did not indicate a timeframe for response. The retaining wall plans were approved. City

In November 2023, the RHCA shared plans for the expansion of Tennis Court #1, a proposal for the scope of work, and some cost estimates. Staff and the RHCA continued with planning/staging discussions to lead responsibility for the various project components.

In December 2023, as part of the ongoing discussions, the RHCA provided staff with plans, two bids from 2022, and a staff memo describing the tennis club's request and scope of work for the rebuilding and expansion of court #1. The RHCA agreed to send an overview of their construction program with timelines and key milestones.

In January 2024, staff received approved grading plans from LCBS. RHCA enlisted the services of the Bergman Group to help with construction management, and LA CBSs began its second round of review on RHCA's cabana

On March 25, 2024, City staff provided a status update to the City Council as outlined in this report.

On April 22, 2024, the City Council unanimously approved assigning the RHCA to lead

responsibility for the combined TC-ADA and Cabana projects. The city then took the lead in constructing the subsequent Tennis Court #1 Expansion Project.

At the June 24, 2024 City Council meeting, staff presented that due to financial constraints caused by significant infrastructure repairs requiring immediate attention, the RHCA had reconsidered their approach and requested reverting to the initial concept with the City leading the ADA component of the Tennis Court improvements. To assist with the fiscal impact, the RHCA board had agreed to contribute 50% of the associated cost for the ADA/Retaining Wall. The RHCA has allocated $400,000 for the ADA component and will review and consider additional funding if required. Based on this information, the City Council authorized reallocating funds from the capital account designated for the Tennis Court 1 expansion project back to the TC-ADA.

Staff has proceeded with the next steps per the City Council's original June 2023 direction to advertise the Tennis Court ADA Improvement Project for bids. The City Council will be provided the opportunity to review the results of the construction bids and ultimately decide whether to award a contract at a later date.

DISCUSSION:
Over the past seven months, and prior to June 24, 2024, the reassignment of lead responsibility for projects, the RHCA contracted with the Bergeman Group for Construction Management Services. They attended multiple City/RHCA coordination meetings and have become familiar with all related tennis facility improvement projects.

As a result, to ensure continuity and assist staff with both the bid and subsequent construction processes, staff requested a proposal from the Bergeman Group for construction management services.

With plans approved by LACBS, staff proposes to utilize the Bergeman Group's services in the Pre-Construction Phase at the hourly rate included in their proposal and budget for a maximum of 60 hours. These hours would be used at the City’s direction for assistance in reviewing a well-defined scope for the construction bid package to ensure it contains the necessary information to reduce or prevent the possibility of contractor change orders during construction. The proposed hourly rate creates a budget of $12,600 for the pre-construction phase.

The Bergeman Group also provided a weekly fee during the Construction Phase based on approximately 15 hours/week with an estimate of 4-6 months. Services they will perform during the construction phase include:

- owner's representative and liaison with the contractor during construction;
- monthly progress updates;
- monitor construction schedule and budget;
- review and process contractor payment requests;
- review/evaluate contractor change order request;
- process and track product submittals; and
- process and track requests for information, etc.

Assuming a six-month timeframe would create a budget of $81,900 for services during the construction phase.

With guidance from the City Attorney, staff believes Public Contractors Code 3.04.060 (E), which allows for an exception to the competitive bidding requirement, is applicable. This section states that bidding is not required if *"at the discretion of the City Manager, and upon a finding supported with written documentation, it is in the City's best interest in regard to product uniformity, total cost of acquisition, and/or similar considerations. These purchases must be approved by the City Manager or his/her designee."*

Staff recommends utilizing the Bergeman Group's knowledge of the overall project for the TC-ADA Project.

FISCAL IMPACT:
Staff recommends budgeting $103,950 for construction management services which includes a 10% contingency.

Staff will not know the cost of the full TC-ADA project until construction bids are received. The City Council currently has approximately $300,000 appropriated in the Capital Improvement Funds.

RECOMMENDATION:
Approved as presented

ATTACHMENTS:
CA_AGR_240826_BergemanGroup_TC-ADA_F.pdf
CA_AGR_240812_BergemanGroup_Proposal_TC-ADA.pdf

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT made and entered into this 26th day of August, 2024 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and Iopono Holdings Group, LLC d.b.a. Bergeman Group, hereinafter referred to as "CONSULTANT."

1. RECITALS:

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

B. The CITY desires to contract the CONSULTANT to provide construction management services for the Tennis Court ADA project.

C. CONSULTANT is well qualified by reason of education, skill, and experience to perform such services and warrants to the CITY it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement

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

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

2. SCOPE OF WORK

CONSULTANT shall furnish all materials and perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A an incorporated herein. To the extent this Agreement conflicts with Exhibit A, or any other exhibit, this Agreement shall control.

3. COST

The CITY agrees to pay CONSULTANT for all the work contemplated by this AGREEMENT an amount not to exceed one hundred, three thousand and nine hundred and fifty dollars ($103,950.00) for all services rendered. CONSULTANT estimates that the services for pre-construction work is approximately $12,600.00, services for work during construction is approximately $81,900.00 and a 10% contingency of $9,450.00 The hourly rate and cost for specific services is more particularly described in Exhibit A. This fee includes all expenses, consisting of all local travel, attendance at meetings, printing and submission of any documents or reports required by the Scope of Work. The

CITY shall only pay CONSULTANT for services actually performed. Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

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

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

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

7. PERFORMANCE TO SATISFACTION OF CITY

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

8. COMPLIANCE WITH LAW

All SERVICES rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal Law. Further, CONSULTANT shall use the standard of care in its profession to keep itself informed of and comply with all applicable local, state and federal laws. CONSULTANT represents and acknowledges that at its sole cost, CONSULTANT shall obtain and maintain all required licenses, insurance and approvals that are legally required for CONSULTANT to perform the SERVICES.

9. ACCOUNTING RECORDS

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

10. OWNERSHIP OF DATA

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

11. TERM OF CONTRACT

The term of this Agreement shall be from the effective date of this Agreement and terminate after one year of such executions unless extended by mutual written agreement of the parties. City may terminate this Agreement at any time, with or without cause. In such event, Consultant shall be compensated for work satisfactorily accomplished up to the time of termination consistent with the not to exceed amount.

12. TERMINATION

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

13. ASSIGNABILITY

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

14. AMENDMENT

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

15. NON-SOLICITATION CLAUSE

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

16. INDEMNITY

CONSULTANT shall indemnify and save harmless CITY, its elected and appointed officers and employees from all claims, damages, suits, cost or actions of every name,

kind or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of CONSULTANT, it officers, agents, employees and/or servants in connection with this AGREEMENT.

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

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

17. INSURANCE

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

i. Automobile Liability Insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connect with the SERVICES to be performed under this Agreement in an amount not less than $1,000,000 combined single limit for each accident.

ii. Commercial General Liability Insurance, insuring CITY its elected and appointed officers and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this AGREEMENT, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $1,000,000 per occurrence.

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

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

B. Deductibility Limits for policies required any deductible in excess of $10,000 per occurrence shall be approved by the City.

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

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

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

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. INDEPENDENT CONTRACTOR

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

any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

21. ENTIRE AGREEMENT OF THE PARTIES

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

22. NOTICES.

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

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

CONSULTANT: **Bergeman Group.**
Attn: Otto Riesenberg, Operations Manager
11099 S. La Cienega Blvd, Los Angeles, California 90045

23. GOVERNING LAW

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

[*Signature Page to Follow*]

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

CITY OF ROLLING HILLS	Bergeman Group
CITY MANAGER	[Title]
_____	_____
Karina Bañales	Name
DATE:_____	DATE:_____

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
PATRICK DONEGAN, CITY ATTORNEY

Exhibit A

Bergeman GROUP

CALIFORNIA'S CONSTRUCTION MANAGEMENT ADVISORS

Project Proposal

Tennis Court ADA Improvement Project

August 12, 2024 V1

City of Rolling Hills
2 Portuguese Street
Rolling Hills, California 90274

August 12, 2024

City of Rolling Hills
2 Portuguese Street
Rolling Hills, California 90274
Attn: Alan Palermo

RE: RFP for Construction Management Services

Dear Mr. Palermo,

We are honored that you have invited Bergeman Group to offer a construction management advisory and consulting services proposal for your planned project. We know you have a choice of consulting firms for your project needs, and we greatly appreciate the opportunity to be of service.

Every project requires a detailed assessment, tailored planning, and precise execution to ensure a successful outcome. The cornerstone of Bergeman Group's approach is our experienced-based ability to successfully integrate the many critical components and disciplines required for a successful construction project. We successfully navigate the complexities of your project, enabling you to achieve your goals. Bergeman Group delivers on our commitment to you by advocating on your behalf, guiding you through project decision points to help reduce risks and by providing critical construction intelligence enabling you to make informed decisions, giving you peace of mind.

Our approach will be tailored to your project. We will analyze your needs and establish the appropriate path to reach your goals, building a team of specialists focused on each successful phase until completion. Our extensive project experience and industry-leading team make Bergeman Group an exceptional fit for your project needs.

At Bergeman Group we are solution driven and our performance is proven. Our desire is to meet and exceed your expectations and we appreciate the opportunity to earn your business. Should you have any questions, need clarifications, or require any revisions to our proposal, please contact us.

We appreciate the opportunity and look forward to working with you.

Sincerely,
Bergeman Group

Dana Bergeman
CEO

Noah Sebastian
Managing Director

TABLE OF CONTENTS

Section A — **About Bergeman Group**

Section B — **Proposed Project Scope**
- Familiarity with Your Property
- Proposed Scope of Improvements

Section C — **Our Process**
- Programming Services
- Pre-Construction Services
- Construction Management Services

Section D — **Detailed Breakdown of Proposed Services**

Stage 1: Programming
1) Project Start-Up
2) Evaluation & Due Diligence
3) Define Project Program & Scope of Work

Stage 2: Pre-Construction
4) Design & Bid Documents
5) Competitive Bidding
6) Contractor Engagement
7) Funding & Final Budgeting
8) Prepare for Construction

Stage 3: Construction
9) Construction Administration

Stage 4: Project Close-Out
10) Project Close-Out

Section E — **Proposed Cost**
- Pre-Construction Phase Fee
- Construction Phase Fee

Section F — **Acceptance**
- Proposal Acceptance
- Standard Terms and Conditions

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Section A

About Bergeman Group



Solution Driven. Performance Proven.℠

WE HELP
you protect your investment.

WE ADVOCATE
on your behalf.

WE GUIDE
you through project variables, helping you reduce risks.

WE EDUCATE
enabling you to make informed decisions.

Our Core Values.

Every project requires a detailed assessment, tailored planning, and precise execution to ensure a successful outcome. The cornerstone of Bergeman Group is our experienced-based ability to successfully integrate critical knowledge across multiple disciplines to achieve your project goals.

Bergeman Group delivers on our commitment to you by evaluating project requirements, navigating the variables, and helping you reduce your risks. Our approach is tailored to your property or project. We analyze your needs and establish the appropriate path to reach your goals, building a team of specialists focused on each successful phase until completion.

With decades of proven experience, our team provides Program Management, Project Management, Design Consulting, Litigation Consulting, Quality Monitoring and Property Development. We understand the demands of your project, advocate for your interests and help guide you to effective solutions.

We share our expertise so you can make informed decisions for any size project or property, giving you confidence and peace of mind.





Our Services.

At Bergeman Group, we apply experience-based Construction Intelligence to all the services we offer, delivering sustainable and responsible solutions to our clients. By engaging our team on critical projects, our clients benefit from our knowledge and advocacy, positioning you for a successful project completed on time, within budget, and with reduced risk.

Owner Representation
Guiding you through project variables giving you confidence & peace of mind.

Define Scope of Work
Defining the actual issues and scope of work for each project.

Design & Project Management
Through design, bidding, construction, and completion, we manage the entire process.

RFPs & Bid Packages
Creating RFPs to send to designers, architects, engineers, and contractors, then presenting bid offerings in an apples-to-apples way.

Competitive Bidding
Finding the right contractors, obtaining competitive bids, and evaluating bids and costs.

Construction Contracts
Creating construction contracts that protect your interests.

Construction Administration
Administering the construction phase and advocating to obtain the desired project results.

Quality Monitoring
On-site observations to report on contractor performance, reduce risk, and improve quality.

Budget & Schedule Reporting
Keeping the project on budget and on schedule while keeping the property occupied.

Pay App/Change Order Review
Monitoring and checking contractor pay applications, and evaluating change orders, to control construction costs.

Close-out Packages
Close-out packages with complete project documentation, specifications, and warranties.

Resolve Construction Disputes
Out team of experts possess the skills to resolve disputes and help with construction defects.

Company Information

Office Locations



California Main Office

Los Angeles
11099 South La Cienega Blvd., Suite 175
Los Angeles, California 90045
(213) 432-5110

Other Regions
Orange County – (949) 669-8010
Northern California – (650) 963-4222
San Diego, California – (619) 639-9600
Denver, Colorado – (720) 712-5280
Phoenix, Arizona – (602) 767-6300
Pacific Northwest – (971) 888-8010
Jackson, Wyoming – (307) 264-3770
Honolulu, Hawaii – (808) 465-3555

Ownership

Dana C. Bergeman, CEO
Office: (808) 465-3555
dana@bergemangroup.com

Tax Information

Federal FEIN: 27-2927164
Hawaii GET: W96170677-01

Licenses

Hawaii: CT-31817
California: 1049992
Colorado: LIC00247581
Arizona: ROC 335258
Wyoming: COQ 1909

All licenses are current, valid, and in good standing.

Section B

Proposed Project Scope

Familiarity with Your Property

Property:	City of Rolling Hills
Address:	2 Portuguese Street
City:	Rolling Hills
State:	California
Zip:	90274

Property Overview: The community of Rolling Hills is equestrian in nature and enjoys breathtaking views of the coastline, downtown Los Angeles, Catalina Island, and pastoral canyons. There are three gated entrances to the community. Each entrance is staffed 24 hours a day, 7 days a week.

The Rolling Hills Community Client and the City of Rolling Hills share the same boundaries. The entire community is on private property, there is no public property inside the city. All roads are located on Client easements. Both the RHCA office and City Hall are located just outside the Main Gate at 1 & 2 Portuguese Bend Road, respectively.

Proposed Scope of Improvements

Bergeman Group is pleased to provide this consulting services proposal relating your upcoming capital improvement project. Based upon the preliminary information provided to us, we understand your intended scope of project work can be categorized as follows:

The City of Rolling Hills is looking for a construction manager to help oversee and facilitate a project that will be constructed in tandem but separately with the Rolling Hills Community Association (RHCA). The RHCA portion of the work includes constructing a 740 sq ft cabana with kitchen & bathroom and all infrastructure for that structure.

The City's portion of the project includes making the area ADA compliant with new ramps and grading.

- ☐ **Tennis Court ADA Improvements**
  - Grading and Drainage Plans, Retaining Wall Plans - both plans are approved
  - Landscape/ADA Lighting
  - ADA Signage / Railing / Stairway Railing
  - With the Tennis Court ADA, the City is discussing with RHCA to include/construct with the City ADA project:
    - Underground Utilities/conduits to the future Cabana building will be require (sewer, water, electrical conduit, telecommunications conduit, etc.)
    - Conduits/sleeves for future landscape irrigation
    - Foundation for the Cabana Building

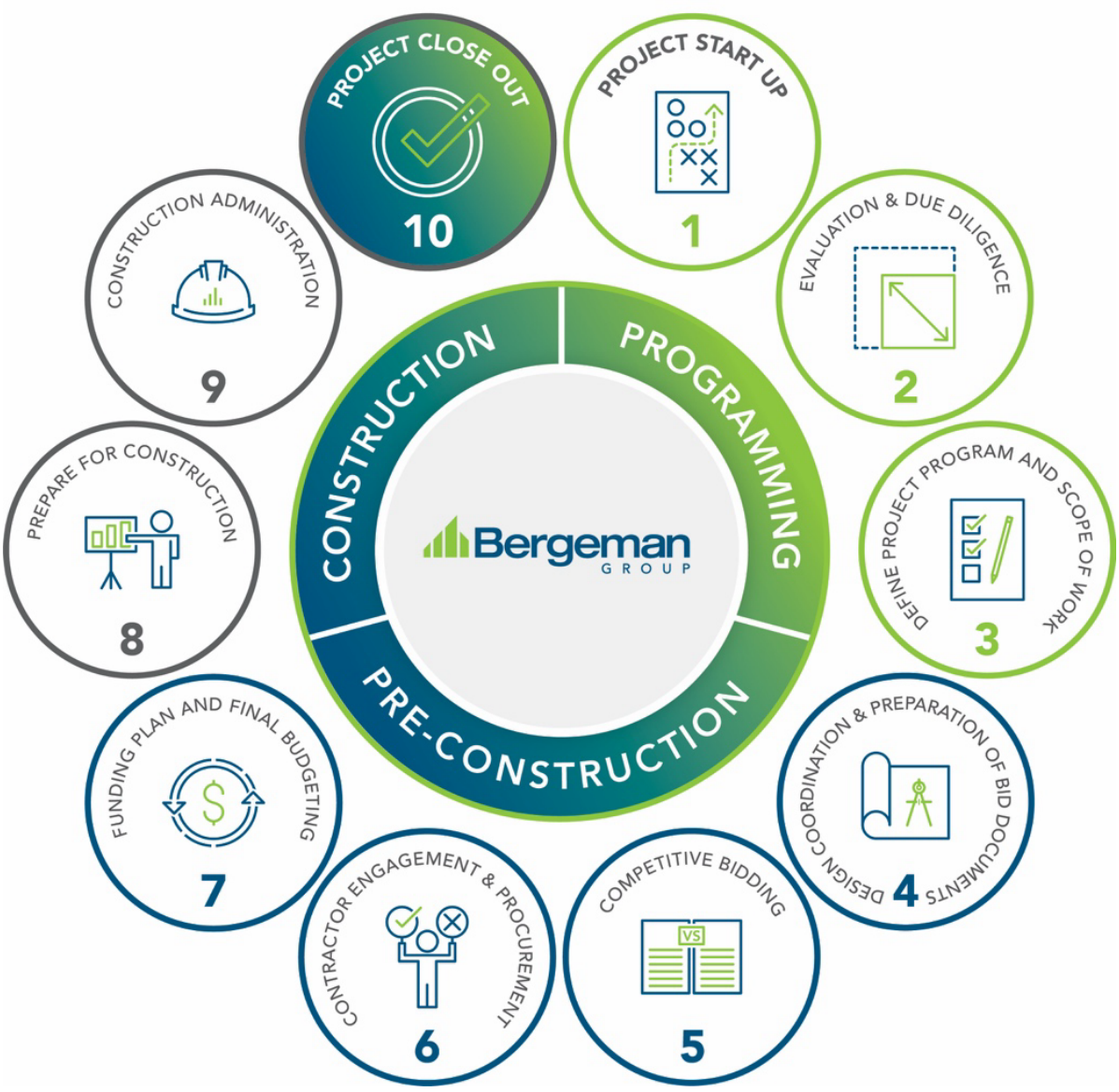
NOTE:
Should Bergeman Group be engaged, our team will discuss with the City of Rolling Hills the project scope options and provide recommendations with next steps for both the Pre-Construction Stage and subsequently the Construction Stage, as detailed in the following pages of this proposal.

Section C

Our Process

THE BERGEMAN METHOD℠

The start of our successful journey together begins with a road map to ensure we reach the intended destination in a timely and efficient manner. **The Bergeman Method**℠ and our **10-Phase Approach** is a time-tested, performance-proven recipe for successful project delivery, owner representation, and construction management advisory services.



Bergeman GROUP

THE BERGEMAN METHOD℠

10-PHASE APPROACH

01 PROGRAMMING

PHASE 1
Project Start Up

The start of our successful journey begins with a road map to ensure we reach our intended destination in a timely and efficient manner.

PHASE 2
Evaluation & Due Diligence

This phase details the elements needed to define the scope of the project or evaluate your proposed project plan including identification of areas requiring additional research or investigation.

PHASE 3
Define Project & Scope of Work

The project scope is now refined to include the features, functions and items needed to achieve your project goals. This includes documenting inclusions and exclusions to the proposed scope of work. Once complete, the project scope is presented to the decision makers for approval.

02 PRE-CONSTRUCTION

PHASE 4
Design Coordination & Bid Document Preparation

Whether choosing a traditional design-bid-build project delivery method or a design-build format, our team will orchestrate the production of design & bid documents.

PHASE 5
Competitive Bidding

During the bidding phase, we work with prospective contractors to obtain apples-to-apples bid offerings for the proposed scope of work.

PHASE 6
Contractor Engagement & Procurement

Once you select a contractor, we will coordinate with your key decision makers to develop an Owner-Contractor Agreement and negotiate the terms with the contractor.

Bergeman Group uses a performance-proven 10-Phase Approach to project and construction management. By thinking in terms of phases, we can establish that the deliverables produced at the end of each phase meet their purpose, and that project participants are prepared for the next phase. We follow this approach so that all stakeholders are informed and feel confident that the team is working to achieve your goals, giving you peace of mind.

02 PRE-CONSTRUCTION

PHASE 7
Funding Plan & Final Budgeting

Once a contractor is engaged, we assemble an updated project budget reflecting the final schedule of values. We use this budget to monitor the contractor's performance and provide budget updates, assisting with cash flow forecasting.

PHASE 8
Prepare for Construction

We lead the project team prior to starting construction by confirming items such as permits, bonds, funding authorizations, required notices, meetings and owner communications have been completed before issuing Notice to Proceed allowing the contractor to start the work.

03 CONSTRUCTION

PHASE 9
Administer Construction

Our team monitors the construction budget, project details, the contractors' progress, quality and overall performance. During construction, we strive to minimize the inconveniences often associated with construction activities.

CLOSE-OUT

PHASE 10
Project Closeout

Upon project completion, we provide a record of the project, including key documents, drawings, specifications, the final budget, and applicable warranties and guarantees from the contractor.

Section D

Breakdown of Proposed Services

Programming Services
Phase 1: Project Start-Up

Our role as the CM-Advisor and Owner's Representative is to establish and provide continuity for the project and to represent your interests. The scope of our programming and pre-construction services proposed for your project can generally be broken down as follows:

Collect & Review Available Documents

To better understand your project and property, Bergeman Group will review project-related documents provided by the Client to gather additional information and help ascertain current project and building status.

Establish Project Controls Framework

During the execution of a project, procedures for monitoring cost, schedule, project documents and construction protocols become critical tools in the management and administration of the project. These tools establish the procedures and record the activities associated with your project including providing a forecast for tracking expenditures, and a mechanism for monitoring the Client-established budget for the project. As a part of our project start up services, we will establish an account for your project in our project management software, Owner-Insite, enabling us to track and monitor the project budget, schedule, RFI's submittals, and other important project documentation, and compare the designer's and contractor's performance to project expenditures and advise the Client of any impending budgetary concerns.

Familiarization with Project Site

Bergeman Group will conduct a preliminary site visit to allow for a general familiarization of the property, develop a preliminary understanding of the areas proposed for construction and repair and to better comprehend the various concerns known to exist. Our site visit will enable us to better communicate with the design team, tenants and further enable us to make recommendations to the Client for project approach.

Client Project Kickoff Meeting

As the project startup phase nears completion, we will organize and hold a project kickoff meeting with you and your team. At this meeting we will introduce you to the Bergeman Group project manager who will be leading efforts on your behalf, review the Bergeman Method, our time tested 10-Phase approach, and discuss the upcoming next steps for your project.



Programming Services
Phase 2: Evaluation & Due Diligence

Visual Condition Assessment

Bergeman Group will visually assess the specific areas of concern at the project site to assist the Client with defining the scope of work and to ascertain the extent of repairs. We will use the information gathered to develop a project direction, commonly referred to as the Owner's Program, and to engage the design professionals needed to develop bid and permit documents for your project.

For purposes of evaluating concealed conditions where destructive means are necessary to access the existing conditions, Bergeman Group will advise when it is necessary to engage a contractor to assist with testing and evaluation of existing building components. The cost of contractor services to assist with evaluation of concealed conditions is not included in this proposal.

Programming Services
Phase 3: Define Program & Scope of Work (NOT INCLUDED)

Determine Scope Inclusions & Extent of Repairs

Bergeman Group will work with the Client Board to determine the scope inclusions and the extent of repairs to be completed. The Client's repair program and scope of work (commonly referred to as the "Owner's Program") will be refined to include the features and items needed to achieve your project goals.

Develop Project Strategy

We will assist the Client on deciding three (3) important operational choices that will shape and define the responsibilities and cost calculation formulas for prospective contractors and the project. The Client must decide on the following elements:

- Project delivery method
- Procurement method
- Contracting model

Constructability Review

Bergeman Group will provide for a general constructability review of the existing plans and specifications, contracts, and other documents prepared by others. Our review is intended to assess the effectiveness of the contractors proposed scope inclusions and exclusions, bids, contracts, and related project documentation provided to us for review.

Pre-Construction Services
Phase 4: Design & Bid Documents (NOT INCLUDED)

Secure Needed Design Professionals

Bergeman Group will assist you with engaging the architectural, engineering, and other specialists required to develop plans and specifications (collectively "bid and permit documents") which are needed for project bidding and to obtain building permits, if required. We recommend that the Client engage these parties directly. However, as an option, if requested by the Client, Bergeman Group can engage the necessary team member directly as sub-consultants at an additional expense.

Plans & Specifications

Bergeman Group will coordinate the production of plans and specifications by design professionals such as architects and engineers engaged by the Client, or as indicated above, upon request can be engaged directly by Bergeman Group. The bid and permit documents will be based upon the scope inclusions and extent of repairs defined by the Client and Owner's Program. Bid and permit documents are needed for four (4) primary purposes:

I. Definition of Scope: Bid and permit documents are essential in defining the scope of work for contractors, including scope inclusions, exclusions, limitations, the types of products to be used and other important considerations such as defining the warranties and guarantees required of the contractor upon completion of the work.

II. Development of Bid Packages: Bid packages are a collection of applicable portions of the bid and permit documents, together with other relevant project information, crafted into packages suitable for bidding by prospective contractors as defined by the Owner's program and bid strategy.

III. Bidding Accuracy: To obtain apples-to-apples bid comparisons, prospective contractors must be required to bid upon the same scope of work. Bid and permit documents define that scope and result in more accurate bid results from prospective contractors.

IV. Permitting: The types of repairs and improvements you are embarking upon are required by law to be permitted. The bid and permit documents produced by the design professionals on the project team are required by the local building department to obtain a building permit.

Permit Application and Coordination

Bergeman Group will assist with the preparation of the required permit application forms and submit the construction documents to governing authorities for approval. In conjunction with assistance from the designer of record for the project, we will assist with responding to plan check comments from the local building department and will coordinate responses with the Client to obtain permit approval.

Pre-Construction Services
Phase 5: Competitive Bidding

During the bidding phase of your project, we work to obtain apples-to-apples bid offerings for the proposed scope of work from prospective contractor.

Preparation of Bid Packages

Once the Bid and Permit Documents for the project are complete, Bergeman Group will produce bid packages, inclusive of plans and specifications from design professionals if applicable, for each scope of work. These bid packages are used to guide prospective bidders and are the basis for how prospective bidders are to assemble cost data and provide their bid offering. Bergeman Group's bid packages will include:

- Invitations to Bid.
- Bidding Instructions.
- Bid Form Requirements.
- Detailed Bid Breakdown Analysis Requirements.
- Insurance Requirements.
- Warranty Requirements.
- Sample Owner-Contractor Agreement.

Bid Walk with Prospective Contractors

Members of the Bergeman Group team will conduct a "bid walk" to introduce prospective contractors to the project and answer questions about the project and property.

Bid Coordination and Preparation of Bid Addendum

As a part of Bergeman Group's scope of services, and in collaboration with the design professionals, we will assist with bid phase coordination efforts including:

- Coordinate and respond to bidder requests for clarifications.
- Issue bid addendum and supplemental information as needed.

Evaluate Contractor Bid Submissions

Bergeman Group views bid analysis as a critical task. By examining and critiquing contractor bids we're able to reduce the chance of mistakes by the bidders, which reduces the likelihood of costly and unnecessary change orders. Bergeman Group will review contractor bids or negotiated proposals including proposed subcontractors, provide a detailed analysis of bids received, and provide our recommendations to the Client.

Bid Review Meeting

After thoroughly vetting and analyzing the contractor's competitive bid offerings and assembling our detailed bid breakdown analysis for Client review, we will schedule and conduct a bid review meeting to present and review the bids to the Client Board and other authorized stakeholders.



Pre-Construction Services
Phase 6: Contractor Engagement

Preparation of Owner-Contractor Agreements

Once a contractor has been selected by the Client, Bergeman Group will develop an AIA Owner-Contractor Agreement for each project or bid package awarded and negotiate the terms of the agreement with the selected contractor. Bergeman Group has worked with numerous attorneys in developing contracts on past projects and we follow industry-recognized best practices in developing these agreements.

Developing an Owner-Contractor agreement is a team effort requiring input from multiple perspectives and several different disciplines. For this reason, we strongly recommend that the Client's attorney review the final AIA documents before execution.

Validate Insurance and Bonding Requirements

As a part of assembling the Owner-Contractor Agreement between the Client and the contractor or contractors of your choosing, our team will verify that the planned insurance, performance and payment bond, liquidated damages, and other contract provisions meet your expectations.

Pre-Construction Services
Phase 7: Final Budgeting & Funding

Finalize & Approve Construction Budget

Once bids are received, a contractor is selected, and an Owner-Contractor Agreement has been executed, we will assemble an updated project budget for your approval prior to the start of construction. Upon approval, this budget will become the tool our team uses to monitor the contractor's financial performance, enabling us to provide the Client with budget updates for use at your monthly Client meetings.

Procure Project Funding (Optional)

Bergeman Group collaborates with numerous lending institutions to assist our clients with obtaining the funding needed to plan, design, and build their projects. Our experience working with lenders and understanding of the Client financing and loan approval process makes us an excellent choice to assist you with this effort. As an optional service, Bergeman Group will assist you in obtaining project financing to complete your proposed improvements.



Pre-Construction Services
Phase 8: Prepare for Construction

Attendance at Client Meetings

Clients conduct monthly board meetings, yearly annual meetings, and often periodic committee meetings to accomplish and implement the day-to-day business of the Client. It is at these meetings where project issues are discussed, ideas are vetted, decisions are made, and project direction is established. As a part of our services, Bergeman Group will attend Client meetings to present current data and discuss ongoing project work.

Town Hall Presentations

A highly effective communication tool used by Bergeman Group is establishing and conducting community-based Town Hall Meetings. Our Town Hall Meetings are open to all owners and tenants in your building. These informational meetings are held by Bergeman Group at critical junctures and are designed to not only help with occupant and owner "buy-in," but to also ease anxiety surrounding a project, providing owners and tenant's peace of mind. As a part of our services, Bergeman Group will conduct a Town Hall Meeting to present information to the owners about the project, answer their questions, and review the impact of the work on their residence. For larger projects, we highly recommend that the Client's other advisors such as your attorney and insurance agent also attend these meetings to provide input and expertise.



Pre-Construction Services
Phase 8: Prepare for Construction

Verify Final Contractor Construction Schedule

Before construction begins, Bergeman Group meets with the owner's contractor(s) to verify the final construction schedule. We will inform the Client if any changes or adjustments to the previously agreed-upon schedule are found and make appropriate recommendations, if needed.

Establish OAC Meeting Schedules

Scheduled Owner-Architect-Contractor (OAC) meetings provide an important opportunity for design and construction professionals to track and review the progress of a project, noting questionable issues or conditions that warrant discussion in the meeting. These meetings help to make sure that the architect and the contractor are on the same page throughout the project timeline. They also help reduce the number of unnecessary RFI's, which are time consuming and can cause delays in the project.

Obtain Performance Bonds & Permits

License and permit bonds are a type of commercial surety bonds required of many business industries. Federal, state and local government agencies require business owners in their respective industries to purchase license and permit bonds before they can be issued a license or a permit for certain types of work. Our team monitors that contractors working on a project obtain the required performance bonds and permits necessary for the completion of the project.

Issue Notice to Proceed

A Notice to Proceed (NTP) is a notification letter indicating that performance should begin under a construction contract. Any party that has hired another party on the project (be it an owner hiring a contractor, a contractor hiring a subcontractor, etc.) might utilize an NTP to indicate the recipient should start their work. This notice provides a clean, crystal-clear indication of when a particular party's project work begins. That party's performance time starts from the date indicated in the NTP document.

Construction Services
Phase 9: Construction Administration

Owner's Representative & CM-Advisor

Bergeman Group will act as the Owner's Representative and liaison with the contractor advising the Client on the contractor's progress.

Before proceeding with construction activities, our team will evaluate the preparatory work of the contractor to validate that pre-construction activities are complete, enabling the Contractor to commence with construction. Once an NTP with construction has been authorized by the Client, Bergeman Group will issue the NTP to the contractor, and thereafter, act as the Client's representative throughout the construction phase of the project, advocating on your behalf and helping to protect your investment.

As your CM-Advisor, we will conduct regular Construction Coordination Meetings ("OAC Meetings") to promote effective coordination and communication amongst the parties during the construction phase.

Project & Client Communication

As a part of our construction phase duties, we will provide monthly progress updates to the Client Board including:

- Communicate project issues to the Client Board
- Maintain a register of project issues and assist with resolution
- Act as the contract administrator for the Owner-Contractor Agreement
- Act as the "initial decision maker" as defined by the American Institute of Architects for any disputes that may arise with the contractor
- Provide consulting advice to the Client Board on project matters
- Coordinate project issues with your property management agent
- Provide a reasonable level of coordination with unit owners and tenants
- Provide general updates via postings in common areas
- Maintain appropriate project documentation

Construction Services
Phase 9: Construction Administration

Construction Schedule

As your construction manager, Bergeman Group will be responsible for monitoring and reporting on the contractor's construction schedule and for coordinating with the contractor and design professionals as needed to periodically update the project schedule and communicate progress to the Client, homeowners, and residents. Bergeman Group will similarly coordinate with various parties, in terms of adhering to the agreed to project schedules, and making recommendations for adjustments or recovery, as required.

We will monitor the procurement of long-lead time items and review procurement schedules for long-lead items prepared by the contractor to reduce the scheduling risks. In the event we discover concerns relating to the contractor's procurement plan or construction schedule, we will provide recommendations for corrective action and act upon any directive received from the Client.

Construction Budget

During the project, Bergeman Group will be tasked with monitoring the budget for construction, and for providing regular budget updates to the Client. We will be responsible for maintaining and updating the project budget utilizing an appropriate accounting form, spreadsheet, or software. The accounting shall include all construction costs, inclusive of change orders.

Assembly & Certification of Funding Draw Requests

Most lenders now require that a construction manager assemble, certify, and submit to the lender a report of the work prior to disbursing funds. This is commonly referred to as a draw request or disbursement request. A draw request is a collection of documents meant to provide confirmation to the lender that the work included within each draw request has been completed by the contractor and that loan funds are being used as intended. As a part of our duties, Bergeman Group will assemble and certify draw requests are required by the Clients lender. Upon certification of a draw request by Bergeman Group and authorization to release funds by the Client, we will provide the completed and authenticated disbursement request package to your lender or property manager, supporting the release of project funds as authorized.

Contractor Applications for Payment

Bergeman Group will be responsible for receiving, analyzing, and processing contractor applications for payment and forward same to Client with a recommendation for action, including amount due, adjustments to the payment application and any bases for withholding payment. Included shall be collecting partial or conditional release of lien as applicable from the contractor with each Application for Payment.

Construction Services
Phase 9: Construction Administration

Change Requests & Change Orders

As a part of our duties Bergeman Group will receive and review contractor requested change orders or claims related to the project. We will use our expertise and knowledge to evaluate the appropriateness and reasonableness of proposed change orders and their associated costs and will make recommendations to the Client regarding the approval or rejection of any change orders proposed by the contractor. Where required and appropriate Bergeman Group will coordinate with the design professionals, advise the Owner of the design professional's recommendations and act upon any directive received from the Owner with respect to change orders.

Product Submittals

Submittals typically consist of shop drawings, material data sheets, samples, and product data which are used primarily for construction managers, architects, and engineers to determine the products a contractor proposes to use and install on the project and give the Client the opportunity to select colors and patterns that were not chosen prior to completion of the design and permit documents. Bergeman Group will process and track contractor submittals, receive and review the design professionals' recommendations regarding contractor submittals, provide accompanying recommendations to the Client, and act upon any submittal-related directive received from the Client.

Requests for Information (RFI)

Requests for information (RFIs) are used to clarify uncertainties, fill in gaps in information found in the project specifications, plans, contracts, or other project documents and to generally seek direction with unanswered project questions. Bergeman Group will process and track contractor RFIs, receive and review the design professionals' recommendations regarding RFIs, provide associated recommendations to the Client and act upon any RFI-related directive received from the Client.

Construction Services
Phase 9: Construction Administration

Effective Communication with Owners & Tenants

As a specialist in Client projects, Bergeman Group understands that coordination and communication with the homeowners and tenants is essential. As a part of our homeowner coordination and communication services, we will:

- Communicate scheduling information to the Homeowners
- Verify the contractor provides notices as required
- Respond to homeowner inquiries and questions
- Verify that contractor personnel are courteous, clean and polite
- Act as the primary vehicle for communications with individual unit owners and tenants
- Prepare project notices that will be posted at various locations throughout the project, including in a centralize Project Information Center.
- Advise homeowners of the status and scheduling for various repairs
- Assist the contractor with scheduling temporary shutoffs, etc.
- Act as a liaison for owners and tenants, giving them confidence and peace of mind.

Construction Services
Phase 9: Construction Administration

Report on Contractor Workmanship

Regardless of how perfect the preparation, most defects and project problems occur during the construction phase. Bergeman Group will periodically visit the project site to observe and report on the contractor's workmanship, progress, and approximate amount of repair completed, and to check for overall compliance with the contract and construction documents.

Though construction risks can never fully be eliminated, field observations and reporting are helpful in reducing the likelihood of errors by the contractor. When onsite at the project any deviations or contractor errors we discover will be reported to the Client, the design professionals, and the contractor, including notice to the contractor that they must take corrective action. A log of open contractor workman issues will be developed and tracked to obtain corrective action from the contractor for any open issues identified.

Given the importance of monitoring the contractors work in the field, we will provide the Client with options for expanded monitoring and reporting services. These options are included in the pricing section of this proposal.

Correction of Work by the Contractor

We will receive and review all notices of defects in the work prepared by the design professionals or governmental authorities, provide recommendations to the Client and act upon any directive received from the Client with respect to contractor errors.

In conjunction with the design professionals', we will advise and provide a recommendation to the Client regarding any work that may need to be uncovered for evaluation, and act upon any directive received from the Owner including directing the contractor to uncover work for evaluation.

We will receive and review the design professionals' recommendations regarding needed testing or evaluation procedures for the work, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval to the design professional.

Construction Services
Phase 10: Project Close-out

Substantial Completion

Bergeman Group will participate in examining the work with the design professionals to determine whether Substantial Completion has been achieved by contractor and assist in preparation of list of items ("punch list") to be completed or corrected to achieve Final Completion.

We will receive and review the contractor's proposed certificate of Substantial Completion, provide recommendation to Owner and act upon any directive received from the Owner including communicating Owner's approval.

Demobilization & Final Completion

At the conclusion of the repairs after the contractor has achieved Final Completion, Bergeman Group will assemble the final project management documents for the Client in a Project Close-Out package and provide the documents to the Client. The Project close out package will include:

- The final updated budget and associated payment information
- Copies of all change orders, clarifications, and summary repair costs
- Copies of drawings developed for the project
- Applicable warranties and guarantees required of the contractor
- Key correspondences and records
- Operation and maintenance manuals (if applicable)

Section E

Proposed Cost

Programming & Pre-Construction Fee

For the Programming & Pre-Construction Stages of your project and based upon the data we currently have about your desired improvements, we are pleased to offer you the following choice of formats for Programming & Pre-Construction Services.

Programming & Pre-Construction Phase Fee

(Choose One Option)

OPTION A: Time & Expense .....$ 210.00 Per Hour

or

OPTION B: Fixed Fee

Phase 1: Project Start Up .....$ 1,050.00

Phase 2: Evaluation & Due Diligence.....$ 2,100.00

Phase 3: Define Program & Scope of Work.....Not Included

Phase 4: Design & Bid Document Coordination .....Not Included

Phase 5: Competitive Bidding .....$ 6,300.00

Phase 6: Contractor Engagement.....$ 5,250.00

Phase 7: Final Budgeting.....$ 3,150.00

Phase 8: Prepare for Construction.....$ 3,150.00

OPTION B: PRE-CONSTRUCTION TOTAL FEE..... $21,000.00

Programming & Pre-Construction Meetings and Presentations:

Committee and Client Meetings .....INCLUDED

Town Hall Meeting (1) .....INCLUDED

Programming & Pre-Construction Stage Pricing Notes:

- Our fixed fee offering for the Programming and Pre-Construction Stages anticipates a level of effort not exceeding **100 hours in total**. Additional Programming or Pre-Construction Stage efforts beyond this allowance shall be considered an Additional Service, as authorized by the Owner in writing.

- Miscellaneous reimbursable expenses such as photocopies, blueprints, postage, travel & mileage, delivery fees, and similar expenses are not included in the fees listed above. These miscellaneous costs will be invoiced to the Client as a reimbursable expense in accordance with the attached Fee & Reimbursable Expense Schedule.

PROPOSED COST

Construction Administration & Project Close-Out Fee

For the Construction Administration & Close-Out Stages of your project and based upon the data we currently have about your desired improvements, we are pleased to offer you the following choice of formats for Construction Administration & Close-Out Stage Services.

Construction Administration Phase Fee

(Choose One Option)

OPTION A: Time & Expense ..... $ 210.00 Per Hour

OPTION B: Weekly Fixed Fee ..... $ 3,150.00 Per Week

Construction & Close-Out Stage Pricing Notes:

- Our Weekly Fixed Fee offering for the Construction Phase anticipates a level of effort averaging **15 hours per week**. Additional Construction Phase efforts beyond this weekly allowance shall be considered an Additional Service, as authorized by the Owner in writing.
- Miscellaneous reimbursable expenses such as photocopies, blueprints, postage, travel & mileage, delivery fees, and similar expenses are *not* included in the fees listed above. These miscellaneous costs will be invoiced to the Client as a reimbursable expense in accordance with the attached Fee & Reimbursable Expense Schedule.
- Our construction phase fee assumes the construction phase will not exceed **4-6 months** from issuance of NTP through to final completion of construction. If additional construction phase efforts are necessary, the additional effort shall be considered an additional service.
- Phase 10 – Project Close-Out is included in the fee options listed above at no additional charge.

Section F

Acceptance

PROPOSAL ACCEPTANCE

Proposal Acceptance

We accept & approve this Agreement including the Agreement Terms & Conditions attached hereto.	
Proposal Date:	August 8, 2024
Proposal Version:	V1
Client:	City of Rolling Hills
Project:	Tennis Court ADA Improvement Project
Services:	Construction Management Advisory Services
Terms and Conditions:	Attached

Programming & Pre-Construction Stage *(Choose One Option)*	
☐ Time & Expense	$ 210.00 per hour
☐ Fixed Fee	$.00

Construction Administration Stage *(Choose One Option)*	
☐ Time & Expense	$ 210.00 per hour
☐ Weekly Fixed Fee	$ 3,150.00 Per Week

Signatures

Primary Client Signature	Secondary Client Signature	Bergeman Group Signature
Primary Client Name	Secondary Client Name	Bergeman Group Name: Dana Bergeman
Primary Client Title	Secondary Client Title	Bergeman Group Title: CEO
Date	Date	Date

Agreement Terms and Conditions

Edition: November 2021

These terms and conditions are a part of and fully incorporated into the Contract Agreement (hereafter "Agreement") between the Client (hereafter "Client") and Iopono Holdings Group, LLC doing business as Bergeman Group (hereafter "BG").

1. **GENERAL PROVISIONS:**

1.1. AGREEMENT: This Agreement represents the entire and integrated Agreement between Client and BG (hereafter the "Parties") for the Client's proposed Project (hereafter the "Project"). The terms of this Agreement shall control and prevail over conflicting terms in any other document, exhibit, or attachment between the Parties. If Project requirements change or unexpected conditions arise requiring that the scope of services (hereafter "Services") covered by this Agreement be revised, the Parties shall mutually agree in writing to amend this Agreement. Should the Client or its authorized agents direct a change to BG's Services without amending this Agreement in writing, the Client shall compensate BG for the additional services rendered by BG. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

1.2. STAFF TIME ALLOCATION: BG staff assigned to and working on the Project will vary from task-to-task based on experience and availability. BG's standard working time shall be eight (8) hours per day, Monday through Friday, excluding federal, state, and local holidays. Weekend and holiday work will be charged at 1.5 times the Standard Rates described in the Fee & Reimbursable Expense Schedule attached hereto. Where BG fees are calculated using an hourly, time & expense, or not to exceed methodology, BG's fees will be invoiced to the Client in fifteen (15) minute increments. Travel time related to the Project is not included and will be charged at the standard hourly rate of the employee in accordance with the attached Fee & Reimbursable Expense Schedule. All taxes imposed by governmental authorities, including General Excises Taxes where applicable, shall be added to each invoice.

1.3. PARTIES: The terms project manager, construction manager, construction administrator, contract administrator, consultant, architect, engineer, designer, contractor, Client, owner, board of directors, Client, property manager and other terms of a similar nature shall be construed to include the authorized representatives of each such Party.

1.4. CORPORATE PROTECTION: At no time and under no circumstances shall the owners, members, managers, or employees of Client or BG be personally liable for any obligation under this Agreement, or for any losses or consequential damages, regardless of origin, type, or kind. The Parties waive any applicable statute or law to the contrary.

1.5. NO ASSIGNMENT: Neither party to this Agreement shall sell, transfer, subcontract, or assign any rights or interests in this Agreement without the prior written consent of the other party; provided, however, BG may enter into sub-consulting agreements as necessary to perform BG's Services provided BG advises Client of such or as may otherwise be requested by the Client.

1.6. SEVERABILITY: If any provision of this Agreement or portion thereof shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, all remaining provisions or portions thereof shall be considered unaffected and shall remain in full force and effect so long as the essential purpose of this Agreement can be achieved.

1.7. FORCE MAJEURE: Neither party shall be held responsible for any delay, loss or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, hurricane, tsunami, geologic or volcanic activity, natural disaster, strike, explosion, war, embargo, terrorism, social unrest, epidemic or pandemic, government requirement, civil or military authority, acts of God, or other causes beyond its reasonable control.

1.8. INSURANCE & LEGAL DISCUSSION: BG is not a legal service or insurance consultancy. Client acknowledges that BG does not provide legal counsel or insurance services. Any legal or insurance discussions that include BG are purely informational and contextual due to the interrelationship of these topics to the Services to be provided by BG. BG recommends and advises that the Client seek the advice of its legal and insurance advisors for any legal or insurance related matters pertaining to the Project.

1.9. HEADINGS: All article headings are for convenience and reference only and shall not limit, expand, describe, or affect the interpretation of this Agreement.

1.10. CHOICE OF LAW: The laws of the State where the Project is physically located shall govern the interpretation and enforcement of this Agreement, without giving effect to the conflict of law principles thereof.

1.11. INTEGRATION: This Agreement fully expresses all agreements and understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, nor verbal understanding of the Parties, their members, officers, agents, or employees shall be valid unless made in writing and signed by both Parties. This Agreement supersedes all prior and contemporaneous discussions, communications, proposals, negotiations, representations, and agreements, oral or written, between the parties and their representatives.

1.12. AUTHORITY: The person or persons signing this Agreement represent and warrant that they have the full authority to bind Client to this Agreement.

2. **STATUS AND LIABILITY:**

2.1. ADVISOR ONLY: Client acknowledges and agrees BG is only an advisor, acting solely in a consultative capacity to Client, is not Client's fiduciary, and is not responsible or at risk for the completion of the Project or the performance of Client's designers, contractors, subcontractors, or other consultants in relation to the Project. BG shall have no liability to Client or any other third party arising out of this Agreement or the performance of the Services except to the extent such liability results solely and directly from BG's negligence in its performance of the Services. BG's total liability arising out of this Agreement and the performance of its Services shall not exceed the Fee paid or payable to BG, or $20,000, whichever is greater.

2.2. LIMITATION: The Parties agree to waive and discharge the other from any liability for consequential and indirect damages, in any form (including, but not limited to, lost profits, lost rent, punitive damages, financing costs, lost equity in the Project, rental expenses, temporary facilities, damaged reputation, etc.), arising out of this Agreement, the Project, or the performance of BG's Services.

3. **STANDARD OF CARE:**

3.1. STANDARD OF CARE: BG will endeavor to perform its Services with the reasonably expected degree of skill and care exercised by consultants in the same profession practicing in the same locality and under the same circumstances. The Client acknowledges the risks associated with building construction, repair, remodeling, restoration, renovation, and modernization and accepts that BG makes no warranties or guarantees to Client, either express or implied, by or under this Agreement.

3.2. UNKNOWNS: The Client acknowledges and understands that out of necessity certain assumptions have been made in the preparation of this Agreement to account for unknown conditions that may exist regarding the property and the Project due to inaccessible, concealed, or unforeseen conditions. One or more of these assumptions may change if more information becomes available. If conditions change due to differing or more complete information becoming available or should unforeseen conditions arise BG's schedule and fee for the performance of its Services shall be equitably adjusted.

3.3. EXISTING CONDITIONS: The Client acknowledges that BG, at the commencement of these Services, did not create and is therefore not responsible for the physical conditions or characteristics that exist at the Project location. Client agrees to release, indemnify and hold harmless BG, its owners, officers, directors, members, managers, employees, contractors, consultants, and their respective employees from and against any and all claims, causes of action, liabilities, demands, losses, injuries, damages, suits and expenses including attorneys' fees and costs of defense, to the extent that the same are caused by or relate to the existing physical conditions or characteristics at the Project location at the commencement of this Agreement.

3.4. ACCESS & SITE ACTIVITIES: Client shall provide BG with reasonable access to the Project site for the performance of its Services including investigation, evaluation, testing or exploration activities. Client acknowledges when investigating or evaluating *in situ* conditions it may be necessary to perform destructive or invasive testing and other exploratory efforts. BG will take reasonable precautions to minimize damage caused by such activities. BG has not included in this Agreement the cost of a contractor to assist with such investigation, evaluation, testing or exploration nor the cost of repairing damage because of such efforts. Client shall be responsible for all contractor costs associated with investigation, evaluation, testing and exploration activities and repair of the area or areas affected by such investigation, evaluation, testing or exploration.

3.5. COMMUNICATION THIRD PARTIES: BG will communicate with the Client consistent with the standard of care described in Section 3.1; however, Client agrees and understands that at no time shall BG be responsible for the Client's duties with respect to formal or legally required communications, written or oral, with individual dwelling unit owners, apartment owners, condominium owners, co-op members, tenants, renters, residents, occupants, retailers, resident managers, property managers or other third-parties in multi-family, multi-owner, or multi-tenant or condominium properties. Any communication between BG and individual dwelling unit owners, apartment owners, condominium owners, co-op members, tenants, renters, residents, occupants, retailers, resident managers, property managers or other third parties shall be Project communications only, implemented as part of BG's overall project communication efforts.

4. **DOCUMENTS & DATA:**

4.1. USE AND OWNERSHIP: All documents, including proprietary information, of any kind, whether electronic data or hard copy (hereafter "**Project Data**"), prepared by BG or its consultants are proprietary instruments of service, which shall remain the sole property of BG (for itself and on behalf of its consultants). However, upon payment by the Client for Services rendered by BG under this Agreement, Client is granted authorization to use such Project Data, but only for the Project for which the Project Data was prepared, and as otherwise allowed by federal, state, and local law. Under no circumstances shall the Project Data, or any part thereof, be used by the Client, directly or indirectly, in whole or in part, on or for any other project without (a) prior written notice to, and (b) prior written consent of, BG. Client shall not communicate, disseminate, license, or otherwise share BG's Project Data, or any part thereof, with any other person or entity providing professional services that are the same or similar to the professional services provided by BG to the Client under this Agreement.

4.2. AS-BUILT DOCUMENTS: The Client shall provide BG with complete, current, and legible Project documents, original construction drawings, renovation drawings, submittals, and any other documents and data (hereafter "**Reference Data**").

4.3. PROMOTIONAL USE: The Client shall permit BG or person(s) employed or engaged by BG, without compensation or consideration to Owner and at BG's expense, to take photographs at the Project site of both completed work and work in progress, for purposes including, but not limited to, use in BG promotional print media, website, and use in BG marketing materials. Such photographs and any accompanying descriptions or information shall not identify specific owners or highly sensitive Project information without written consent of Owner.

5. **INSURANCE:**

5.1. INSURANCE COVERAGE: The Parties agree BG will provide the following limits for insurance coverage applicable to the Project:

▪ Workers Compensation:	As Required by Statute
▪ Commercial General Liability:	$1,000,000 per occurrence / $2,000,000 aggregate
▪ Professional Liability:	$1,000,000 per claim / $2,000,000 aggregate
▪ Automotive Liability:	$1,000,000 per accident
▪ Employers Liability:	$1,000,000 per employee

5.2. ADDITIONAL INSURED: If the Client enters into agreements with architects, engineers, consultants, or contractors not under contract with BG for services related to those performed by BG or for the same Project for which BG has been engaged by the Client, then Client shall cause each of those parties to name Client and BG as an additional insured and loss payee, including on-going and completed operations, without exclusions. All coverage shall be primary and include a waiver of subrogation in favor of BG and its insurers.

5.3. THIRD PARTY BENEFICIARIES: Nothing in this Agreement requires or shall be deemed to require BG to undertake any obligations for the benefit of the Client's designers, contractors, consultants, their subcontractors or sub consultants or any surety. Client shall include the following clause in all agreements with its designers, contractors, subcontractors and sub-consultants: "_____ and Bergeman Group have agreed that nothing in the Agreement between Bergeman Group and _____ requires or is deemed to require Bergeman Group to undertake any obligation for the benefit of _____'s contractors, consultants, subcontractors, sub consultants, or any surety. BG's obligations are solely to Client. BG shall not be responsible for burdens, expenses, or liabilities of the contractors, consultants, or their subcontractors and sub consultants, or any surety, because of BG's performance of its obligations to _____."

6. **INDEMNITY:**

6.1. MUTUAL INDEMNIFICATION: Each Party shall indemnify and hold harmless, and release the other, its officers, agents, and employees from and against any and all claims, demands, actions, causes of action, liabilities, losses, injuries, damages, suits, and expenses, including attorneys' fees and costs, incurred by, asserted against or arising from, in connection with, or caused by any willfully negligent act or omission of such indemnifying party or its agents, employees, contractors or subcontractors.

6.2. CLIENT DECISION: Client shall indemnify, defend and hold harmless BG, its owners, officers, directors, members, managers, employees, contractors, partners, consultants, and their respective employees and agents ("Indemnitees"), from and against any and all claims, demands, actions, causes of action, liabilities, losses, injuries, damages, suits, and expenses, including attorneys' fees and costs, incurred by or asserted against Indemnitees, or any of them, arising out of or resulting from Client's decision to disregard BG's recommendations, advice, directions and instructions, or due to errors of the Client.

6.3. CLAIMS BY UNIT OWNERS: In recognition of the risks to BG in rendering Services to the Client, to the fullest extent permissible by law, the Client agrees to defend, indemnify and hold harmless BG, its owners, officers, directors, members, managers, employees, contractors and agents, from and against any and all claims, causes of action, liabilities, demands, losses, injuries, damages, suits, and expenses, including attorneys' fees and costs of defense, incurred by or asserted against BG, however alleged or arising, brought by an apartment owner or apartment owners, dwelling unit owner or dwelling unit owners, condominium owner, co-op member, tenant, renter, resident, resident manager, property manager, homeowner or homeowners, member or members, officers, directors, any third party, or anyone holding by, through or under them, arising out of or in any way connected with the Project or relating to the performance of BG under this Agreement. Client acknowledges, understands, and agrees this may necessitate that Client obtain and maintain applicable insurance coverage to insure the foregoing contractual indemnification obligation.

7. **HAZARDOUS MATERIALS:**

7.1. DESCRIPTION: As used in this Agreement, hazardous materials include but are not limited to asbestos, PCB's, lead, mold, mildew, fungus, radon, combustible gasses, electromagnetic matter, toxic or hazardous waste, biohazards, petroleum, petroleum products, radioactive materials, or any other materials or substances that would under any quantity or condition pose a danger to persons or property, if exposed.

7.2. HAZARDOUS MATERIALS ACKNOWLEDGEMENT: Client acknowledges and agrees that BG does not provide hazardous materials services, environmental engineering, or similar consulting services. BG's Services do not include work related to hazardous materials or hazardous substances. Should any environmental or hazardous materials services be or become necessary because of Project conditions, the Client shall, at its sole risk and expense, provide the necessary environmental consultants and laboratory services necessary to address the hazardous or potentially hazardous Project conditions to ensure that the Project site is free from any hazard which may result from the existence of such substances. Client acknowledges that certain building components may be physically disturbed, modified, altered, or removed as a part of the Project and that substances may be released into indoor or outdoor environments because of the Project. Client shall be solely responsible for retaining licensed, insured, and certified professionals with appropriate experience necessary to secure, control, monitor, remediate and/or abate any hazardous substances that may exist, be found to exist, or be suspected at the Project site. Client agrees to defend, indemnify, and hold harmless BG from and against all claims, causes of action, lawsuits, damages, and expenses, including attorneys' fees, incurred by or asserted against BG arising out of or relating to any hazardous materials at the Project site, Client shall assert no claim against BG, its owners, members, managers, agents, employees, or consultants arising out of or in connection with such hazardous materials or substances.

8. **BUDGETS, ESTIMATES & CONSTRUCTION COSTS:**

8.1. CONSTRUCTION COST ESTIMATES: When preliminary or conceptual construction costs, budgets, estimates or similar documents are provided by BG as part of its Services, BG will use commercially reasonable diligence and judgment in preparing such budgets, estimates and the like, however, BG does not represent, warrant, guarantee or assure Client that final Project costs, including contractor bids, negotiated prices, or other Project costs, will be within BG's preliminary or conceptual cost estimates. Client acknowledges and agrees that final Project construction costs and fees may differ significantly or substantially from BG's preliminary or conceptual budgets or estimates due to scope revisions, market conditions, or other factors beyond the control of BG.

8.2. MARKET VOLITILITY: Client acknowledges that BG has no control over and shall not be responsible for the cost of labor, materials or equipment for construction, rehabilitation, repair, alteration, improvement, or similar activity and further acknowledges and accepts that BG has no control over, and shall not be responsible for, fluctuations in market conditions, supply chain disruptions, the availability of contractor labor, contractor bid proposals, or contractor estimating techniques.

9. **PERMITTING:**

9.1. PERMITS: As a part of BG's Services, BG may assist Client with building permit related matters, however, BG has not included the cost of building permits, plan review, third-party review or permit expediting services in its fee. The Client, at its sole risk and expense is responsible for all building permits, plan review, expediting and similar permit related fees or shall reimburse BG for the same if BG is directed by the Client to engage such third parties to provide such services.

10. **CONSTRUCTION:**

10.1. OVERSIGHT REQUIRED BY LAW: State laws may require that Client's contractor's or contractors' work be supervised or observed by the architect, engineer, or similar designer of record. BG's Services expressly exclude supervision or observation required by the architect, engineer, or similar designer of record, unless BG is retained in writing in a design capacity and is acting as the designer of record.

10.2. PROJECT SAFETY: Client represents and warrants to BG that its contractor or contractors shall be solely responsible for working conditions and all jobsite safety at the Project site including, but not limited to, the safety of all persons and property during execution of the contractor's work. Neither the professional activities of BG nor the presence of its employees or consultants at the Project site shall impose any duty upon BG for jobsite safety. At no time and under no circumstances shall Client relieve its contractor, contractors, or their subcontractor of their responsibility for maintaining a safe worksite and impose such safety obligations on BG. BG shall have no authority or control over any contractor, or their employees in connection with health and safety programs and procedures.

10.3. CONSTRUCTION RISKS: The Client acknowledges that building construction, rehabilitation and repair is an inexact process and that contractor workmanship is often imperfect. Any Services provided by BG during the construction phase are therefore intended to assist in reducing Client risk during construction, however, Client understands that even with efforts by BG to reduce risks, construction risks and contractor workmanship concerns can never fully be eliminated and that defects and failures in construction can and may still occur. BG is not acting as Client's building construction, rehabilitation, or repair contractor. Client releases BG from all liability and responsibility for errors, omissions, workmanship problems and/or defects associated with the performance of the Client's contractor or contractors and the quality of their workmanship. Client acknowledges that Client's contractor or contractors shall be solely responsible for the proper and timely installation and performance of their work, including installation of fully warrantable and fully functioning building components and systems.

10.4. MEANS & METHODS: The Client's contractor or contractors are fully responsible for all construction means and methods, practices, techniques, systemization, sequencing, scheduling, manpower and equipment necessary for the proper, timely, safe performance, and completion of their work. BG is not responsible for nor does BG, in any capacity assume responsibility for contractor or contractors' obligations including, but not limited to, compliance with laws, codes, ordinances, rules and regulations, or for the acts or omissions of the contractor or contractors. Services provided by BG are not a substitute for and do not relieve the contractor or contractors from their contractual responsibility to the Client to perform and complete the work in accordance with Client's agreements, construction documents, other contract documents and recognized industry standards.

10.5. CONTRACTOR WARRANTY: BG shall not be responsible for nor does it in any capacity represent, warrant, guarantee or assure contractor workmanship. Client acknowledges all Project warranties and guarantees are the sole responsibility of the contractor or contractors engaged by the Client to perform and complete the work.

10.6. CONTRACTOR SCHEDULE: During the construction phase of the Project, Client acknowledges BG's fee is based on Client's contractor staying on schedule and the Project being completed in the timeframe originally established in the contractor's agreement with the Client. Should the contract be extended beyond the timeframe established, additional time and fees for BG's performance of its Services will apply.

10.7. POST CONSTRUCTION: BG will assist the Client with resolution of Contractor performance and workmanship concerns and/or related warranty claims at no charge for a period of sixty (60) calendar days following substantial completion of the Project by the Client's contractor or contractors. Client shall compensate BG for any such assistance extending beyond sixty (60) calendar days on a time and expense basis.

11. **PAYMENT:**

11.1. PAYMENT SCHEDULE: BG will submit invoices to the Client on a bi-weekly or monthly basis. Payment in full is due upon receipt. Payment shall be considered late if not paid within thirty (30) days from the date of any invoice. Payment shall be made in U.S. funds in cash, check or wire transfer for same day value. Amounts unpaid forty-five (45) days after the invoice date shall bear compound interest at one-and-one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is lower.

12. **SUSPENSION:**

12.1. SUSPENSION BY CLIENT: The Client may suspend this Agreement for its convenience and without cause upon not less than fourteen (14) days written notice to BG. In such an event, BG shall be compensated for Services performed up to and including the date of suspension along with all reimbursable expenses incurred, plus reasonable suspension expenses as defined by Sections 12.3 and 12.4. If the Project is suspended by the Client for more than ninety (90) cumulative days, BG shall have the right, without penalty, to terminate this Agreement and collect termination expenses described in Section 13.

12.2. SUSPENSION BY BG: If Client fails to respond to BG's written requests for direction or fails to make payments in full as required by this Agreement, any such failure shall be considered nonperformance and grounds for suspension of Services by BG for cause and without penalty. In such event, BG shall be compensated for Services performed up to and including the date of suspension along with all reimbursable expenses incurred plus reasonable suspension expenses as defined by Sections 12.3 and 12.4 before restarting BG's Services. If the Project is suspended for more than ninety (90) cumulative days due to unresponsiveness or failure to make payment in full as required by this Agreement, BG shall have the right, without penalty, to terminate this Agreement and collect termination expenses described in Section 13.

12.3. SUSPENSION EXPENSES DURING PRE-CONSTRUCTION PHASE: In the event of suspension of this Agreement prior to commencement of construction, or where construction phase services are not included as a part of this Agreement, BG shall be entitled to receive $500 per week for each week of suspension, not to exceed $10,000. Client acknowledges such suspension charges are intended to help offset, but not eliminate, the ongoing cost of labor and overhead incurred by BG during suspension. If the Pre-Construction phase of the Project is suspended for more than ninety (90) cumulative days, BG shall have the right, without penalty, to terminate this Agreement and collect termination expenses described in Section 13.

12.4. SUSPENSION EXPENSES DURING CONSTRUCTION PHASE: The construction phase of the Project shall be deemed as having commenced upon execution of an Owner-Contractor agreement between the Client and its contractor or contractors and issuance of Notice to Proceed (NTP) to the same. In the event of suspension after commencement of construction as defined herein, BG shall be entitled to receive payment of $3,500 per week for each week of suspension or prorated portion thereof, not to exceed 50,000. Client acknowledges such suspension charges are intended to help offset, but not eliminate, the ongoing cost of labor and overhead incurred by BG during suspension. If the construction phase of the Project is suspended for more than ninety (90) cumulative days BG shall have the right without penalty to terminate this Agreement and collect termination expenses described in Section 13.

13. **TERMINATION:**

13.1. TERMINATION FOR CONVIENIENCE: The Client may terminate this Agreement for its convenience and without cause upon not less than fourteen (14) days written notice to BG. In such event, BG shall be compensated for services performed up to and including the date of termination along with all reimbursable expenses incurred plus termination expenses described in Section 13.3 and 13.4.

13.2. TERMINATION FOR CAUSE: Either Party may terminate this Agreement for cause upon not less than fourteen (14) days written notice should the other Party fail to perform and discharge its duties in accordance with this Agreement. In such event, the Parties agree to resolve any disputes in good faith as prescribed by Section 14.

13.3. TERMINATION EXPENSES DURING PRE-CONSTRUCTION PHASE: In the event of termination for convenience or termination due to suspension greater than ninety (90) days prior to commencement of construction, BG shall be compensated for Services rendered up to and including the date of termination, along with all reimbursable expenses incurred plus reasonable wind-down costs as mutually agreed.

13.4. TERMINATION EXPENSES DURING CONSTRUCTION PHASE: In the event of termination for convenience or termination due to suspension greater than ninety (90) days after commencement of construction, BG shall be compensated for Services rendered up to and including the date of termination, along with all reimbursable expenses incurred plus an early termination fee equal to five percent (5%) of the construction phase sum due to BG should the Project have been completed through to completion of construction.

14. **CLAIMS & DISPUTES:**

14.1. GOOD FAITH EFFORTS: BG and Client agree, in good faith, for ninety (90) consecutive days to attempt to resolve by negotiation between the officers and principals of each party, any dispute arising out of, or relating to this Agreement, prior to the filing of legal proceedings against the other.

14.2. MEDIATION: Should good faith resolution efforts fail, and a dispute remain unresolved, said dispute shall be subject to mediation under the auspices of a recognized professional mediator that is mutually acceptable to the Parties prior to commencement of any arbitration. Each party shall bear its own costs and expenses for mediation, including attorneys' fees and expert witness fees, except for the fees and costs of the mediator, which shall be shared equally by the Parties. The venue for mediation shall be in the location where the Project physically resides, or as may otherwise be mutually agreed.

14.3. ARBITRATION: In the event mediation between the Parties is unsuccessful, the Parties agree that any remaining dispute shall be subject to final and binding arbitration under the auspices of a recognized professional arbitrator that is mutually acceptable to the Parties. For Projects located within the 48 contiguous United States or Alaska, such arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Client. For Projects located in Hawaii, such arbitration shall be conducted in accordance with the Arbitration Rules. Procedures and Protocols of Dispute Prevention and Resolution, Inc. The award rendered in arbitration shall be enforceable in any court of competent jurisdiction. The prevailing party, in addition to the relief granted by the arbitrator, shall be entitled to the reasonable attorneys' fees and cost of defense incurred by such party as determined by the arbitrator. The venue for arbitration shall be in the location where the Project physically resides, or as may otherwise be mutually agreed.

15. **FEES & EXPENSES:**

15.1. BG FEE & REIMBERSEABLE EXPENSE SCHEDULE: BG's Fee and Reimbursable Expense Schedule (hereafter "**Fee Schedule**") is attached hereto as Exhibit "A" and made a part of this Agreement. If a blended hourly rate is offered by BG in the pricing section of this Agreement, such blended hourly rate shall supersede and prevail over the standard rates listed on the Fee Schedule, however, all reimbursable expense provisions shall continue to apply. If the Services covered by this Agreement have not been completed within 12 months of the date of this Agreement, the Fee Schedule or blended hourly rate provided shall be subject to adjustment.

CLIENT RESOLUTION EXPENSE: If BG is requested to provide documents or services as a result of a mediation, arbitration, or litigation involving Client but for which BG is not a named party, or if BG, its owners, partners, officers, directors, members, managers, employees, contractors, consultants, and/or their respective employees receive a subpoena or similar court order commanding action as a result of or relating to Client's mediation, arbitration, or litigation, BG's cost of providing such documents and services shall be an additional Client expense, including but not limited to any reproduction expenses, attorneys' fees, expert fees and time expended by BG staff and its consultants in support of such efforts. BG shall inform Client of such additional expense prior to providing such mediation, arbitration or litigation documents and services. Litigation consulting services including destructive testing, expert witness services, depositions, hearings, arbitrations, and court appearances will be invoiced at 1.5 times the hourly rates listed in our Fee Schedule.

Fee & Reimbursable Expense Schedule

Edition: November 2021

STANDARD RATES

SENIOR PRINCIPAL	$375.00
PRINCIPAL	$350.00
SENIOR DIRECTOR	$275.00
DIRECTOR	$250.00
SENIOR CONSULTANT	$250.00
CONSULTANT	$225.00
SENIOR PROJECT MANAGER	$250.00
PROJECT MANAGER	$225.00
ASSISTANT PROJECT MANAGER	$200.00
SENIOR ESTIMATOR	$250.00
ESTIMATOR	$225.00
PROJECT COORDINATOR	$150.00
PROJECT CONTROLS ANALYST	$150.00
SENIOR FIELD SERVICES SPECIALIST	$165.00
FIELD SERVICES SPECIALIST	$150.00
ADMINISTRATIVE SUPPORT	$110.00

LITIGATION RATES

SENIOR PRINCIPAL	$450.00
PRINCIPAL	$420.00
SENIOR DIRECTOR	$330.00
DIRECTOR	$300.00
SENIOR CONSULTANT	$300.00
CONSULTANT	$275.00
SENIOR PROJECT MANAGER	$300.00
PROJECT MANAGER	$275.00
ASSISTANT PROJECT MANAGER	$250.00
SENIOR ESTIMATOR	$300.00
ESTIMATOR	$275.00
PROJECT COORDINATOR	$180.00
PROJECT CONTROLS ANALYST	$180.00
SENIOR FIELD SERVICES SPECIALIST	$200.00
FIELD SERVICES SPECIALIST	$180.00
ADMINISTRATIVE SUPPORT	$135.00

REIMBURSABLE EXPENSES

Reimbursable expenses incurred by BG or its consultants are not included in the basic compensation enumerated in this Agreement and shall be added as an additional charge to the extent such expenses are attributable to the Project. A fifteen percent (15%) overhead charge shall apply to all reimbursable expenses incurred except for taxes, mileage and per diem charges. Reimbursable expenses may include:

1. Excise, sales and similar taxes and fees levied on professional services and reimbursable expenses;
2. Fees and costs incurred for testing, surveys or other Project related data needed to complete the Project;
3. If requested of BG, costs incurred by BG to secure approval of authorities having jurisdiction over the Project including building permit, plan review, third-party review, permit expediting and similar charges;
4. Independent third-party services such as sub-consultants, contractors, designers, temporary labor, testing agencies, destructive testing assistance, laboratory services, and similar third-party services. The Client may directly engage such third-party services, thereby relieving BG of all responsibility therefor. BG reserves the right to subcontract, and sub-consult, as needed to complete its Services;
5. Vendor services such as blueprinting and plotting, photocopies and related reprographic services, standard form documents, rental or purchase of specialized equipment needed for the Project, shipping and postage, courier and delivery services, technical and research documents and related vendor services;
6. Project specific data and communication services, tele/video-conferencing expenses, extranets, project specific website costs, hosting fees and related data communication expenses;
7. Cloud-based "Procore" project management software expense of $50 per month, per Project;
8. Professional photography, renderings, graphics and presentation materials requested by the Client;
9. Regional transportation and Project related travel expenses as applicable including:
    a. Mileage expenses will be invoiced following U.S. government (IRS) published mileage rates. Mileage charges are calculated from site to site or from the nearest BG regional office, as applicable.
    b. Travel per diems for meals and incidentals will be invoiced following U.S. government (GSA/DOD) published rates for meals and incidental expenses, when applicable.
    c. Direct cost of Project related airfare, lodging, car rental, parking, tolls, and related travel costs.
    d. Where BG Principal or Senior Director participation is applicable, necessary or is requested by the Client, business class air transportation will apply for flights more than 2 hours in duration.
10. If a temporary jobsite office is necessary or requested by the Client, office expenses including temporary on-site or near-site facilities, utilities, internet, parking, jobsite office printing costs, office supplies, equipment rental, and related project office expenses;
11. Additional insured and loss payee charges and similar Project specific fees imposed by insurance carriers;
12. Project specific insurance dedicated exclusively to the Project (example: OCIP or "wrap" coverage);
13. The cost of additional insurance requested by the Client and/or costs attributable to additional coverage exceeding BG's stated limits;
14. For multi-family (AOAO/HOA/Co-Op) and similar projects, and for all litigation projects, two percent (2%) of fees billed will be added to each invoice to assist in offsetting market conditions which are currently producing disproportionately high insurance costs for multi-family, litigation and similar construction rehabilitation, repair, alteration, or improvement projects;
15. Appearance at depositions, arbitrations, settlement conferences and hearings will be invoiced using litigation project rates.

Agenda Item No.: 14.A
Mtg. Date: 08/26/2024

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: **RECEIVE AND FILE AN UPDATE REGARDING PROGRESS ON THE EMERGENCY OUTDOOR SIREN NOTIFICATION SYSTEM PROJECT SINCE JUNE 12, 2023 (MAYOR MIRSCH)**

DATE: **August 26, 2024**

BACKGROUND:
In Fiscal Years 19/20 and 20/21, the City Council provided funding for the Block Captain Program to investigate communication platforms in the event of complete power failure in the community. The Block Captains and staff used funds to purchase two-way radios and when the handheld radio option proved to be ineffective, a Request for Proposal (RFP) was issued in February 2021 to solicit proposals on other communication systems. The City received one proposal from HQE Systems, Inc. (HQE).

On April 26, 2021, staff recommended that the City Council engage the services of HQE.

At the January 10, 2022, City Council meeting staff presented the final Feasibility Study and recommended that the City Council conduct a community survey to gauge interest for an outdoor siren system. In review of the Feasibility Study, the City Council requested information relating to the annual maintenance cost of the proposed outdoor siren system. The City Council also requested a street-level map of Solution A and Solution B presented in the Feasibility Study.

On March 14, 2022, the City Council unanimously voted to amend the PSA with HQE allocating an additional not-to-exceed $3,500 to investigate additional siren pole locations.

In early July 2022, HQE submitted a revised Feasibility Study.

At the January 23, 2023 City Council meeting, the City Council selected four siren pole locations as follows:

- City Hall;
- Fire Station 106 (12 Crest Road West) and;

- Cal Water Facility (3960 Crest Road)
- Easement at Crest Road East gate

At the March 27, 2023 City Council meeting, the City Council approved the HQE proposal for additional work in the amount of $4,195 to perform another sound propagation analysis for three locations from the above list.

On May 15, 2023, representatives from HQE met with City staff and representatives from the Rolling Hills Community Association (RHCA) to visit the three proposed sights. Prior to the site visits, Cal Water informed staff that their facility location was no longer an option. Instead, the RHCA easement at the Crest Road East gate was used.

On June 12, 2023, the City Council received an updated sound propagation report confirming that three sire pole locations would allow the majority of the residents to hear the siren at 70 decibels. On June 12, 2023, the City Council approved moving forward with the installation of the siren tone and intelligible voice system for three 50-foot poles as described in Exhibit A of the professional services agreement.

DISCUSSION:
At the August 12, 2024 City Council meeting, resident Arlene Honbo presented a letter signed by various Block Captains and spoke during public comment on non-agenda items to express concerns regarding the Siren project, the project managers, and the timeline to completion, stating she was unable to receive updates from City staff or Council.

The following is a detailed timeline from the June 12, 2024 meeting, as mentioned during Ms. Honbo's remarks, to help provide the City Council further background on the progress during the past 14 months and/or why original estimated milestones and timelines have been unfortunately delayed.

On June 26, 2023, the City Council approved 4/1 a Professional Services Agreement with HQE for the installation of an emergency outdoor siren system in an amount to not exceed $261,000 and ensuring a minimum of 70db covering all residents within City boundaries.

On July 6, 2023, HQE executed the contract with a request for minor corrections and an inquiry as to whether the City would be executing the maintenance option.

Between July 6 and July 17, 2023, City staff worked with the City Attorney and provided a final city-executed contract to HQE on July 25, 2024.

Between July 26 and August 1, 2023, HQE began preliminary work with City Planning / RHCA staff regarding permitting processes and scheduled a kick-off meeting.

On August 14, 2023, the planned kick-off meeting was postponed due to staff COVID-related issues and was rescheduled. City staff texted Ms. Honbo about the postponement as an FYI.

On August 22, 2023, the kick-off meeting was conducted onsite at all proposed locations. The following update was provided in the August 25, 2023 Weekly Memo:

- *Christian, John, Alan and I met with representatives from the Association and HQE for the official Siren Project kick off meeting. HQE is aiming to have their final plans in to John and the Association by September 1st and then subsequent submission to LA*

County Building and Safety. This week's bill payments include a payment to HQE for procurement of materials. The conservative timeline for completion of installation will be April 1, 2024 with the permitting process being the main determinant as to whether project completion can be sooner or not.

The group toured the City Hall campus to look at the proposed location next to the parking lot. The location is along Palos Verdes Drive North in RHE on the street side of the fence so coordination with RHE is needed. John accompanied the group to the other two locations. The site next to the Fire Station on Crest Road West will be lower than the street and will have to be in the 50-foot RHCA easement unless permission is granted by the Fire Department. The height will have to be extended so there is a clear signal over the road and trees. The third location on Crest Road East will be located outside of the emergency gate next to an SCE line. Coordination with SCE is needed to get through a security fence.

Between August 22 and September 1, 2023, HQE developed drawings and conducted site reviews. The City submitted payment for 50% of the project cost to allow HQE time to procure equipment as necessary. The City requested timelines from HQE as well as information on how the system will function once operational, who will be in charge of notifications, and any pertinent info or answers to FAQs that would help both the Council and the public gain clarity and comfort on who does what, when and how. Staff also requested any case studies or examples of how often other cities HQE had installed similar solutions in were testing the sirens – or what best practices should be to ensure the public becomes aware and accustomed to the sirens so as not to ignore them when the day comes for practical use during a true emergency.

On September 1, 2023, HQE submitted initial plans to City Planning staff / RHCA staff.

On September 5, 2023, HQE responded to previous inquiries with the following timeline information:

- *Materials have been placed on order and they have an approximate lead time of 10-12 weeks. With that, we have submitted the permit and installation drawings and are awaiting the City and HOA's approval so that we can submit to county. The time frame from the county to approve permits is currently unknown as we have yet to submit and be assigned a plan checker. Once we are able to submit and speak with the plan checker we will be able to have a developed schedule to provide clarity to the City and HOA. I know that this isn't much of an update from our kickoff meeting but this is what we have currently until we submit for approval.*

Between September 6 and September 8, 2023, HQE received questions/clarifications from City Planning staff / RHCA staff and responded to questions from City Planning staff.

Between September 8 and September 26, 2023, City Planning staff reviewed plans. City staff reached out to the City of Rolling Hills Estates (RHE) to request approval of an easement for the City Hall proposed pole location. RHE informed staff they would consult with their City Attorney. City staff presented an update on Emergency Preparedness at the September 11, 2023, Council meeting, which included a slide with minor updates on the Siren project during the previous 4 weeks.

On September 12, 2023, HQE sent an email requesting updates on the City Planning / RHCA

staff approvals.

On September 14, 2023, HQE responded with further info and a Powerpoint template as previously requested:

1. *Who will be in charge of notifications:*
   This is typically the City's emergency manager or whoever the City Manager delegates this too. It is entirely up to the city as to who they would like to give activation authority to. Additionally, I have attached a powerpoint as well which can serve as a template to notify the residents about the systems and when testing is scheduled.
2. *Case Studies and other sites testing:*
   Military and government sites are testing their systems weekly, normally on Wednesdays. Cities and counties that have our systems are testing them once monthly, usually on a Saturday. Additionally, I have inserted a link below that displays what the sirens will alert and an interview with the Mayor of Paradise.

On September 25, 2023, City staff called the HQE project manager to discuss the next steps for the project. HQE communicated again they were waiting for final approval from the City / RHCA for the design plans to submit to the county for permits. They also mentioned they would provide designated personnel with comprehensive training for the activation/operation of the system. During the evening City Council meeting, the Council created a subcommittee to discuss the creation of policies and procedures for post-installation activation of the system (testing or emergency.)

On September 26, 2023, City Planning staff requested clarification on pole height. Following clarification, HQE prepared revisions causing slight delays with a target date for resubmission on October 3, 2023.

On October 3, 2023, HQE submitted a revised plan to City Planning staff. City staff informed HQE that there was an intent to present to Council at the October 9, 2023 meeting and asked further clarifying questions. City staff and HQE communicated back and forth. The planning staff requested time to discuss this with the RHCA staff.

On October 9, 2023, staff agendized Item 12B on the Council agenda for approval of the development plans. The meeting was cancelled due to lack of a quorum, and the item was moved to the next regular meeting.

On October 23, 2023, the development plans were presented at the City Council meeting. The item was tabled to a future meeting based on Council feedback. City staff emailed Chief Bennett per Council direction to discuss the possibility of moving the Crest Road West siren pole onto County property at the Fire Station. Per the October 27, 2023 Weekly Memo:

- *Staff will work with the project company, HQE, and the County to facilitate a formal agreement.*

On October 25, 2023, Interim City Manager Ready was able to speak with RHE City Manager Grammer at the Peninsula City Manager's lunch. As reported in the October 27, 2023 Weekly Memo:

- *I also had an opportunity to speak at length with Greg Grammer, CM of Rolling Hills Estates, regarding the placement of our City Hall "siren project" pole in the right-of-way of their City. He apologized for not responding to us sooner (with their landslide issues, they did not focus on our request) and indicated that an agreement would have to be*

approved by his City Council and that it would likely raise issues of noise, operation of the sirens, liability, etc. Although these questions are not necessarily "fatal" to approval, he did indicate that we would have to go through the process. That being said, it may be easier to have the pole closer to City Hall or the Association Offices, not on Rolling Hills Estates right-of-way. Our contractor is looking at this possibility, and in the meantime, we will continue our approval process with Rolling Hills Estates.

Between October 27 and November 3, 2023, the City requested a follow-up site visit to validate and finalize Fire Station and City Hall locations, working with HQE, RHCA, and the Fire Department to schedule.

On November 7, 2023, HQE and City /RHCA staff conducted a site visit to confirm Fire Station and City Hall locations and potential construction approach. HQE and City staff determined that re-siting the City Hall pole was feasible and could avoid RHE concerns. Battalion Chief Butorovich also met to discuss potential issues with the County process and limited areas for sitting on their property. With that information and in order to address the Council's request to site the Crest Road West pole out of view corridors, a solution was determined using an existing tree(s) to help screen the pole.

On November 8, 2023, Interim City Manager Ready provided the following update to the City Council in a transitional email:

- *Emergency Siren Project - Christian, John and I met with the vendor, HQE, and as you may recall, there were questions raised regarding the City Hall and Fire Station pole sites. At City Hall, it appears moving the pole out of the Rolling Hills Estates right-of-way to the side rear of City Hall could be an easy remedy. The group also reviewed the Fire Station site and have identified an alternate location that may be acceptable. An update and discussion will be on your next City Council Agenda for review and guidance.*
- *Emergency Siren Protocol Sub-Committee (Members Derringer/Black; and Block Captain representative Arlene Hondo) – I believe it would be important for the new City Manager to be part of these meetings. Moreover, as the siren project is now scheduled to be completed in a July timeframe, these discussions can be scheduled after the holidays.*

On November 13, 2023, the City Council agenda included Item 15A - an update on pole siting locations specific to the development plans based on feedback from the October 23, 2023 Council meeting. The Council expressed support for the re-siting of the two poles and unanimously voted to receive and file the report.

On November 15, 2023, staff informed HQE of the approved new locations. Staff was also informed that the original payment to HQE via ACH was not properly processed due to an ACH amount cap allowed by the bank. The finance team worked to ensure payments would be made utilizing two ACH payments - the first on November 17, 2023, and the balance on November 21, 2023.

On November 16, 2023, HQE submitted revised drawings to the City Planning staff / RHCA staff and responded to comments and revisions through December 6, 2023.

In the November 22, 2023 Weekly memo from new City Manager Bañales, the following update was provided for November 20th:

- *HQE submitted revised plans for the outdoor sirens. The plans show wooden poles with*

external wiring. John questioned HQE about the materials and design but was told it is part of the scope of work to reduce costs. John reached out to Kristen and Kathryn at RHCA, and they felt comfortable with the proposal; mentioning a metal or concrete finish would be more obtrusive. The revised plans show the pole at Crest Road closer to the fire station and the pole at City Hall adjacent to the building. According to HQE, a change order for the pole at Crest Road is unnecessary because the location is further up the slope, requiring a shorter pole than previously proposed.

On December 14, 2023, staff presented Item 8H to the City Council for approval of the development plans at three locations and requested direction to proceed with the permitting and installing the siren system. The Council unanimously voted to approve.

On January 11, 2024, HQE (with a new project manager) followed up with City Planning staff to see if there were any other issues of concern.

On January 16, 2024, it became evident that City Planning staff had not signed off on plans officially for them to be then routed to the RHCA for their staff sign-off. City Planning staff also had a concern with one pole, stating it was 80' tall, and requested clarification from HQE on January 17, 2024.

On January 24, 2024, HQE submitted updated final plans regarding the aforementioned pole.

On January 25, 2024, City staff wrote Councilmembers Black and Dieringer via text regarding their availability in order to coordinate a potential subcommittee meeting and presented Ms. Honbo's availability (based on a similar request and subsequent response) in the coming months.

On January 26, 2024, Southern California Edison (SCE) local planning requested information regarding the Crest Road East pole to ensure there would be no EMF issues with their own equipment. Staff put SCE in direct contact with HQE. In the January 26, 2024 Weekly Memo the following was reported:

- *HQE submitted updated final plans. John will sign off on Monday and route to Kathryn Bishop. Ideally they will then go to LA County Building and Safety.*

On January 29, 2024, City Planning staff sent RHCA staff final stamped plans for the RHCA approval. City Staff followed-up with HQE regarding SCE's concerns.

On February 1, 2024, City staff again reached out to HQE regarding SCE's concerns.

On February 2, 2024, the RHCA staff responded, indicating that their legal counsel advised that the RHCA Board would need to issue a license agreement for the two locations in the RHCA’s easement at the Thursday, February 8, 2024, Board meeting.

On February 8, 2024, RHCA staff communicated that the RHCA Board asked to visit the Fire Station site location to verify the siting is as inconspicuous as possible and place a stake in the approximate location for the Board's review. They also asked HQE for an approximate distance on how far the pole was proposed from the tree on the plans.

In the February 9, 2024 Weekly Memo:

- *Siren Pole Location: RHCA Board wants to evaluate the Siren Pole location adjacent to*

Fire Station 56 and behind an existing tree, as recently approved by the Council, before Kathryn Bishop signs off on plans.

On February 15, 2024, City staff provided an update on the Siren project to the Block Captains at their meeting.

On February 16, 2024, HQE followed up with City Planning staff to see if there were any other issues of concern. City Planning staff responded that aside from the current RHCA review delays, SCE was also in the process of checking with their engineering department regarding potential conflicts with SCE property at the Crest Road East pole location and advised HQE to follow up with SCE local planner.

On February 23, 2024, City staff followed up with SCE local planning for any updates and was informed that their engineering Group Manager was out of town until March 1, creating a delayed response.

On February 28, 2024, HQE followed up with City Planning staff to see if there were any other issues of concern. City staff informed them again that we were waiting for RHCA approval and SCE sign-off.

On March 4, 2024, HQE received an email from Southern California Edison clearing the installation at Crest Road East.

On March 7, 2024, the RHCA Board approved the project.

In the March 8, 2024 Weekly Memo:

- *Siren Project: RHCA has approved the siren project. They had concerns about the siren's location at the fire station. They conditioned the poles' availability if a cell site wants to collocate on it (as long as it's technologically feasible).*

On March 15, 2024, City staff and HQE received an official letter from the RHCA regarding the action taken at their March 7, 2024 meeting stating a revocable license for the installation on RHCA easements was approved with the condition that "*if technically feasible a communications antenna could be put on the antenna in the future.*" They also requested a survey or map of the locations (already received) and indicated that their attorney would draw up a license agreement for the City to sign and send an invoice of $450 for the legal and recording fee. They also stated that construction cannot begin until after the license agreement is recorded with the county and the RHCA mails the City a copy.

On March 26, 2023, HQE requested information on fees. City Planning staff advised them that as a City project LA County Building and Safety (LACBS) would be asked to waive fees.

On April 3, 2024, HQE submitted a permit application with LACBS.

On April 17, 2024, HQE submitted revised plans to the City Planning staff and, subsequently, RHCA staff at the request of LACBS (regarding the solar panel's wattage, speaker wattage, speaker positioning on each site map location, SOW, 2020 National Electrical Code reference, Articles 690, and 706. Additionally, grounding wire size callout, along with a single line wiring diagram of the cabinet wiring.) RHCA staff also provided an excavation permit to HQE for two locations.

On April 18, 2024, HQE submitted the excavation permit.

In the April 19, 2024 Weekly Memo, the following update was provided:

- *Outdoor Siren Project: HQE provided staff with an updated set of plans for plan check. The plan checker required additional information. John will re-stamp the plans to keep the project moving.*

On April 26, 2024, HQE re-submitted the permit application to address additional revisions for County compliance.

On April 29, 2024, City staff received a notification from LACBS acknowledging the submittal of the project, that it was screened and accepted for submission into their queue.

On May 5, 2024, City staff received a notification from LACBS acknowledging plans had been reviewed and contained corrections.

On May 7, 2024, HQE received correction request from LACBS. HQE addressed discrepancies and resubmitted promptly.

On Thursday, May 16, 2024, City staff received an email from Ms. Honbo requesting an update on the project for the next Block Captain's meeting.

On Monday, May 20, 2024, City staff responded to Ms. Honbo and, in turn, requested timeline updates from HQE based on the request.

On May 22, 2024 Ms. Honbo again contacted City staff for info and to verify comments made by the Mayor at a recent Peninsula meeting as follows:

1. *Siren Project is out of the County Plan Check*
2. *HQE is proceeding forward and has provided an estimated installation date of August/September 2024*
3. *The City Council asked Dieringer and Black to form an ad hoc committee with one resident, Arlene Honbo, to address implementation procedures (e.g. testing, messaging, activation, etc.) with HQE. I am awaiting notification from the ad hoc committee.*

City Staff again requested timeline updates from HQE and received the following response:

- *We are still in the permit process and making correction to documentation as directed by the county. We are looking to begin installation immediately after the permit process is complete. Late June / Early July.*

Staff informed Ms. Honbo of their update ahead of the Block Captain's meeting.

City Staff again wrote Councilmembers Black and Dieringer via text regarding their schedules in order to coordinate a potential subcommittee meeting. Councilmember Dieringer responded with some June dates.

On June 10, 2024, HQE provided the following update to City staff:

- *Our drafting and engineering departments are working diligently to get all the required processes and procedures done for the submission of the permits. HQE has been working with Los Angeles County Public works and all parties to get a clean and*

accurate package for submission. Your patience in this matter has not gone unnoticed and we hope to have a clean path forward in the coming weeks.

On June 18, 2024, HQE's EVP Jamie Warner emailed to check in and offer an In-Progress Review for the City management team on the status of the Outdoor Warning Siren. City staff and HQE scheduled a meeting for June 27, 2024.

On June 27, 2024, HQE reps met with City staff and went through the project in detail to help provide background and history to the City Manager. City staff requested that HQE provide contacts in other cities where sirens had been installed so as to compile a list of best practice policies and procedures that could be presented/discussed by the subcommittee, hopefully in the next month.

On June 28, 2024, HQE staff request time to present a demo of the SiRcom SMART Alert Software to City staff. In the June 28, 2024 Weekly Memo the following update was provided:

- *Siren Project Status Update: Staff met with the HQE team for an update on progress. They are still in plan check and responding to previous comments and requests from LA County Building and Safety. The current estimate is to begin construction in August. Staff will work with the Policy and Practices Sub-Committee members to find a time to convene a meeting in July or early August.*

On July 2, 2024, City staff contacted the City of Torrance to gather information regarding policies and procedures. Staff followed up with multiple phone calls over the coming weeks to no avail.

On July 9, 2024, HQE requested a set of utility drawings for the area near the Crest Road East gate. HQE and City staff also set-up a software training meeting for July 11, 2024.

On July 11. 2024, City staff participated in a demo training for the SiRcom SMART Alert Software. As reported in the July 12, 2024 Weekly Memo:

- *Siren Project: Staff participated in the first of many virtual trainings on the backend web portal system that will allow staff to control and use the future siren system.*

Between July 9 and August 12, 2024, LACBS noted a discrepancy regarding corrections missing a wet stamp, causing delay. HQE made the necessary corrections immediately upon receiving feedback.

On July 15, 2024, City staff emailed Ms. Honbo and Councilmember Dieringer to solicit their joint availability over the summer months for a potential subcommittee meeting.

On July 29, 2024, City staff received a notification from LACBS acknowledging plans had been reviewed and contain corrections.

On July 31, 2024, HQE connected City staff with the Recovery and Economic Development Project Manager for the Town of Paradise.

On August 1, 2024, City staff and the Paradise Recovery and Economic Development Project Manager agreed to connect after August 12th due to vacations planned for both parties.

On August 10, 2024, City staff received a public comment letter from Ms. Honbo for inclusion

in the August 12 agenda packet.

On August 11, 2024, HQE provided the following information along with Attachments A, B, and C:

1. *Status on the installation of the siren poles;*
   • HQE's Response: The LA County Building Permits department has requested several changes to our engineering drawings. Unfortunately, some education is being done from our end to the LA County Building Permits staff on the outdoor warning sirens. As they were unfamiliar with outdoor warning sirens, they kept categorizing our projects as similar to a cellular tower project and requiring our engineers to do 5X the work of a standard sirens project. After continued professional communications with the County office, we are at the point where they agree that we are NOT a cellular tower doing communications and are now at an approval point. We will soon have an update on the county's decision. Unfortunately, this is out of our hands, and we are doing everything we can to help "educate" and "warmly push" the County Building Permits team without creating additional obstacles. Everything is on track.

2. *Status of the notification policies and procedures for RH residents;*
   • HQE's Response: As requested, we have connected CRH with the staff of the Town of Paradise. I have attached the Professional Service Offer for the CRH to be interested in our EOP development services. Our team comprises the former Butte County Emergency Management Director, who was involved in the Paradise Fires of 2018, and a few other certified emergency managers who will help develop this Alert and Warning Emergency Operations Plan (EOP). This is a great way to bridge the City's Block Captains with the City's staff to develop the EOP as a team. I've attached the proposal for this service.

3. *Education schedule for residents on sirens – voice messages, who activates, maintenance frequency, etc.*
   • HQE's Response: HQE proposes a no-cost to the City community outreach event at the beginning of September (if not earlier). We can bring our mobile speaker trailer, demonstrate the outdoor warning sirens, and answer any questions that the community or other city leaders might want to come and see your sirens.

4. *Expected implementation and operational date.*
   • HQE's Response: The estimated start date is September, barring further delays from the County Building Permits section.
   o Public Outreach Event (Early Sept): To have a Q&A session with the CRH residents and other City leaders neighboring CRH.
   We can bring our Mobile Speaker Tower to demonstrate the outdoor siren alerts.
   o Familiarization Training: Early Sept (open to the CRH's leadership schedule).
   o Installations: September 15 to Oct 15
   o Test, Training, and Turnover: Oct 15-20
   o Warranty Start: The system should be fully operational and under the control of CRH by October 20th (we will start the warranty on this date).
   I have spoken to our leadership team, and we will start your official warranty on 1 January 2025. Thank you to CRH for the professional patience
   you have given us during the LA County Building Permit issues. We are very grateful for the City.

On August 12, 2024, City staff received notification from HQE that their current project manager had been replaced with the original Project Manager. They also requested entry to the City to conduct site surveys and mark ahead of their Dig Alert request.

On August 15, 2024, LACBS returned plans with additional corrections impacting the timeline. Per council direction, staff had requested the LACBS plan checker's contact information and City Planning staff left a message for them requesting expediting the project.

On August 16, 2024, HQE visited the City for Dig Alert prep. They also provided further clarification on the confusion with LACBS from what was relayed to staff and then City Council on August 12 stating *"the plan checkers assumed they were putting up large solar and battery backups as well on the poles (not correct.)"*
In the weekly memo, the following update was provided:

- *HQE visited the City on Friday to mark the three sites for Dig Alert.*
- *As noted Monday night, the plan check was delayed due to a misunderstanding in which LA County categorized them as cellular towers and/or having solar/battery storage, which requires a more extensive review.*
- *Following clarification, the County provided another round of revisions to HQE on Thursday*
- *HQE hopes to have a finalized plan check in the next 2-3 weeks.*
- *Christian has reached out to the Town of Paradise and a city in Florida to develop an Alert and Warning Emergency Operations Plan (EOP) without starting from scratch. He continues to coordinate dates with the Ad Hoc Committee and share a draft to ensure everything is completed on time.*
- *Staff will prepare an update as directed to be presented at the August 26th Council meeting*

HQE also followed up post-site visits with requests for tree trimming and/or removals at two different sites.

On August 17, 2024, City staff responded via email and had subsequent calls with HQE regarding requests for trimming and removals in the RHCA easements.

On August 19, 2024, City staff connected HQE with the RHCA regarding their requests for trimming/removals in order to gain permission and/or information on their preferred vendor. City staff also followed up with the Town of Paradise and emailed the Emergency Services Coordinator for Laguna Beach in an attempt to gather information regarding policies and procedures.

On August 21, 2024, City and RHCA staff visited the Fire Station site to evaluate potential tree trimming and discussed the Crest Road East site. City staff provided HQE with RHCA's preferred vendor's information. HQE contacted them and will work with RHCA.

As this report illustrates, capital projects can be complicated endeavors with many moving parts and stakeholders involved working collaboratively on a continuum of forward movement. Unexpected delays can and do happen. During those instances that cause deviation from an estimated original timeline, the project managers work to ensure accountability and corrective responses within the most realistic timeframe.

City staff will ensure that the Council is updated in Weekly Memos as seen above, the Block

Captain Program is updated at the quarterly meetings as previously noted, and residents are updated appropriately via the blue newsletter as major milestones are met and/or have a community impact.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
Attachment A - PS_EMP_240811_HQE_InteractiveEmergMgmtTrainingServices.pdf
Attachment B - PS_EMP_240811_HQE_PublicOutreachServices.pdf
Attachment C - PS_EMP_240811_HQE_DevelopmentServices.pdf

HQE Systems: Interactive Emergency Management Training Services

Emergency Management Focused Professional Services with Integrated AI-Based Training Technology

Service Overview: HQE Systems leverages cutting-edge AI technology to deliver interactive training that prepares emergency management teams for real-world challenges. The HQE Interactive Training (HIT) platform offers immersive, scenario-based exercises that replicate the high-pressure environments your teams will face during actual emergencies. Designed to scale, HIT supports small staff emergency management teams to large 1,000+ state-level organizations, making it ideal for organizations of any size.

HIT's scenarios are custom-built and launched to address your specific operational needs, whether for new hires during onboarding or regular staff refreshers. The platform also provides performance analytics, enabling leaders to identify strengths and pinpoint areas for improvement. This data-driven approach ensures that your resources are focused where they will have the most significant impact, enhancing your team's overall effectiveness and readiness.

Key Benefits:

- **Realistic Scenario-Based Simulations:** The platform generates AI-driven phone calls, two-way texts, and emails that simulate the stress and unpredictability of real emergencies. This allows your team to practice in a controlled yet realistic environment, ensuring they are better prepared when crises occur.
- **Dynamic and Adaptive Training:** Unlike traditional, static training modules, HIT's AI-driven scenarios adapt to the participants' responses, creating a unique and challenging experience every time. This ensures that your team remains engaged and sharpens their decision-making skills in real-time.
- **Tailored to Your Needs:** Each scenario is customized to match your organization's specific threats, workflows, and objectives. Whether you are preparing for natural disasters, public health crises, or security threats, HIT provides relevant training that directly addresses your operational challenges.

HQE's Interactive Training (HIT) offers exceptional value by delivering two powerful training formats: Role-Specific Training and Full-Spectrum EOC Training with fully integrated Master Sequence of Events Lists (MSELs). No matter your immediate or long-term objectives, HIT ensures the highest return on your training investment by equipping your team with the skills and confidence they need to perform under pressure.

By choosing HIT, you maximize your investment not only in training but also in your existing software and hardware systems. Customized interactive scenarios ensure that your team is fully competent in using all of your tools, eliminating the frustrating and costly scenario where staff are unprepared to operate critical systems due to inadequate training. HIT empowers your team to excel, ensuring that your resources are used effectively and your operations are always at peak performance.

Role-Specific Interactive Training Modules:

HQE Systems provides specialized training modules tailored to staff within Emergency Management, focusing on the critical roles that handle the flow of information and communication internally and externally. These roles ensure accurate information is disseminated quickly and efficiently, supporting effective emergency response.

1. Public Information Officers (PIOs)

- **Focus:** Training on managing media relations and public communications during emergencies. This module ensures that PIOs can provide timely, accurate information to the public and media, control the narrative, and maintain public trust.
- **Training Benefits:** PIOs will develop skills in drafting press releases, managing social media, and handling media inquiries under pressure. The interactive training includes simulations of live media interactions, helping PIOs practice clear and concise communication.

2. EOC Support Staff

- **Focus:** Training on the core functions of the Emergency Operations Center (EOC), including managing communication flow, information recording, and providing essential administrative support during crises.
- **Training Benefits:** Through realistic scenarios, staff will practice prioritizing and disseminating critical information to the right teams, ensuring the EOC operates smoothly and effectively during emergencies.

3. Alert and Warning Specialists

- **Focus:** Training on receiving, evaluating, and issuing public alerts. This module includes scenarios where staff must assess situations, choose alert levels, and communicate effectively with the public and relevant agencies.
- **Training Benefits:** Specialists will gain experience using alert systems, modifying templates, and creating custom messages, ensuring that alerts are timely, accurate, and tailored to the specific emergency.

4. Call Center Operators

- **Focus:** Training on managing high volumes of emergency calls, including gathering accurate information, calming distressed callers, and escalating critical issues to the appropriate teams.
- **Training Benefits:** Operators will engage in simulations that mimic the fast-paced environment of an emergency call center. They will practice handling multiple calls, asking the right questions, and ensuring that important information is relayed efficiently.

5. Information Analysts

- **Focus:** Training on gathering, verifying, and synthesizing data from multiple sources during an emergency. This role is critical for ensuring that decision-makers receive accurate and actionable information.
- **Training Benefits:** Analysts will practice collecting and analyzing data, resolving discrepancies, and compiling reports for the Emergency Operations Center (EOC) and other decision-making bodies. The interactive simulations challenge their critical thinking ability and provide accurate intelligence in real time.

6. Emergency Management Coordinators

- **Focus:** Training on coordinating response efforts, including resource allocation, interagency communication, and operational planning. Coordinators play a key role in ensuring that all aspects of the response are integrated and effective.

- **Training Benefits:** Coordinators will engage in scenario-based exercises that simulate the complexities of managing a multi-agency response, improving their skills in coordination, communication, and strategic planning.

7. Emergency Management Managers

- **Focus:** Training overseeing the emergency management process, from preparedness to response and recovery. Managers are responsible for ensuring that all teams are aligned and resources are used effectively.
- **Training Benefits:** Managers will participate in scenarios that require them to make high-level decisions, coordinate with various agencies, and manage the overall response effort. The training helps them enhance their leadership skills and ensure all operations are conducted efficiently.

Continuous Skill Development:

- **On-Demand Training:** HIT is accessible anytime, anywhere, allowing your team to train as needed. This flexibility ensures continuous learning and keeps your team at peak readiness.
- **Performance Feedback:** Detailed feedback on each exercise helps identify where trainees excel and where further coaching is needed. This targeted approach to development ensures your team continuously improves.

Why This Matters to You: In the high-stakes world of emergency management, preparedness is paramount. HIT doesn't just prepare your team—it transforms them into a well-oiled machine capable of responding confidently to any situation. By simulating a wide range of scenarios, HIT ensures that your team has already navigated potential pitfalls before they arise. This proactive approach saves lives, protects property, and upholds your organization's reputation.

Service Packages:

- **One-Time Training Package:** $9,890
  - Includes: 1 interactive training session
    - Up to 5 trainees
    - Trained on up to 5 different scenarios
- **Immediate Gaps Mitigation Subscription Package:** $49,950 annually
  - Includes: Unlimited interactive training sessions
    - For up to 10 trainee accounts
    - Trained on up to 10 different scenarios
- **Team Development Subscription Package:** $94,950 annually
  - Includes: Unlimited interactive training sessions
    - For up to 20 trainee accounts
    - Trained on up to 25 different scenarios, and 1 major scenario
- **Team Success Subscription Package:** $180,950 annually
  - Includes: Unlimited interactive training sessions
    - For up to 40 trainee accounts
    - Trained on up to 60 different scenarios, and 3 major scenarios

Full-Spectrum EOC Interactive Critical Incident Exercise Module

Service Overview:
In addition to role-specific training, HQE Systems offers a comprehensive Emergency Operations Center (EOC) Critical Incident Exercise. This full-spectrum exercise is custom-built to address the unique threats your organization faces, such as wildfires, floods, hurricanes, or tsunamis. The exercise includes a detailed Master Sequence of Events List (MSEL) that drives the scenario, ensuring a realistic and challenging experience for all participants.

Exercise Features:

1. **Custom-Built Scenarios:**
    - **Specific Threat Focus:** Each exercise simulates a particular emergency threat relevant to your region or operational focus. Whether preparing for wildfire-threatening urban areas or a hurricane making landfall, the exercise is designed to reflect your team's challenges in a real-world situation.
    - **Tailored MSEL:** The MSEL outlines every significant event, inject, and decision point, customized to your organization's emergency plan. It ensures that all aspects of your response capabilities are tested, from initial alerts to post-incident recovery.
2. **Full-Spectrum Training:**
    - **Comprehensive Coverage:** The exercise spans the entire lifecycle of an emergency, from preparedness and response to recovery. Your team will engage in activities that include activating the EOC, coordinating with multiple agencies, managing resources, and communicating with the public and media.
    - **Interagency Coordination:** The exercise can be expanded to include external partners such as law enforcement, fire services, public health agencies, and federal or state authorities, enhancing realism and ensuring that your team practices coordinating with all relevant stakeholders.
3. **Role-Specific Challenges:**
    - **Targeted Training:** Each participant's role within the EOC is tested with specific challenges critical to their responsibilities, ensuring that each response aspect is practiced and evaluated.
4. **Evaluation and Feedback:**
    - **Performance Metrics:** Each participant's performance is monitored against predefined criteria, such as response times, accuracy of information dissemination, and adherence to emergency protocols.
    - **After-Action Review:** A thorough after-action review provides detailed feedback on strengths and areas for improvement, helping your organization refine its emergency plans and enhance overall readiness.

Service Packages:

- **Basic Full-Spectrum Exercise:**
    - **Duration:** 1 Day Exercise
    - **Includes:** Custom-built scenario, MSEL, real-time injects, role-specific challenges, and basic after-action review.
    - **Price:** Final Price To Be Determined. The following are estimates only:
        - Small Organization: ~ $24,950

    - Medium Size Organization: ~ $44,950
    - Large Size Organization: ~ $74,950
- **Enhanced Full-Spectrum Exercise:**
    - **Duration:** 2-Day Exercise
    - **Includes:** All features of the Basic Exercise, plus expanded interagency coordination, advanced scenario injects, and detailed performance metrics.
    - **Price:** Final Price To Be Determined. The following are estimates only:
        - Small Organization: ~ $34,950
        - Medium Size Organization: ~ $44,950
        - Large Size Organization: ~ $84,950
- **Comprehensive Full-Spectrum Exercise:**
    - **Duration:** 3-Day Exercise
    - **Includes:** All features of the Enhanced Exercise, plus multi-day scenario progression, full interagency participation, and an in-depth after-action review with actionable recommendations.
    - **Price:** Final Price To Be Determined. The following are estimates only:
        - Small Organization: ~ $69,950
        - Medium Size Organization: ~ $94,950
        - Large Size Organization: ~ $129,950

Sample Role-Based Scenarios for Interactive Emergency Management Training

HQE Systems provides an immersive training platform is designed to replicate the high-pressure situations that emergency management teams face. The following examples show how specific organizational roles can benefit from this advanced, scenario-based training.

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1. Alert and Warning Specialist Scenario: Emergency Communications Decision-Making

- **Scenario Overview:** An incoming report of a hazardous materials spill near a residential area triggers an alert. As an Alert and Warning Specialist, you assess the situation, decide whether to issue an alert, draft a message, and seek approval if necessary.
- **Interactive Training Experience:** During the simulation, you receive AI-generated phone calls, two-way messages, and emails containing critical information from various sources, including first responders, environmental agencies, and the public. You must quickly gather and analyze this information, determine the appropriate alert level, and select a template or create a custom message. The AI simulates real-time communication delays and conflicting reports to challenge your decision-making process.
- **Why It's Better:** Unlike traditional training methods, this scenario immerses you in the fast-paced environment you'll face during an emergency. The AI-driven platform adjusts to your responses, ensuring a unique and realistic experience each time, helping you hone your skills in crafting accurate and timely alerts under pressure.

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2. Public Information Officer (PIO) Scenario: Managing Media During a Crisis

- **Scenario Overview:** A public health emergency, such as a widespread outbreak of a contagious disease, has led to rising public concern. As a junior PIO, you are responsible for managing media inquiries, drafting public statements, and coordinating with health officials to provide accurate information.
- **Interactive Training Experience:** In this scenario, you'll engage in AI-generated conversations with journalists, public health officials, and concerned citizens. You'll need to gather and verify information, draft clear and reassuring messages, and respond to tough questions from the media. The platform simulates the urgency and unpredictability of real-world media interactions, forcing you to think on your feet.
- **Why It's Better:** Traditional training can't replicate the pressure of a live media interaction. This scenario allows you to practice your communication skills in a safe environment, with immediate feedback on how well you handled the situation. It's an invaluable tool for building confidence and competence in crisis communication.

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3. Call Center Operator Scenario: Information Gathering and Escalation

- **Scenario Overview:** During a widespread power outage, the call center is inundated with calls from residents reporting issues ranging from downed power lines to medical emergencies

requiring immediate attention. As a Call Center Operator, you gather accurate information and escalate critical issues to the appropriate emergency response teams.

- **Interactive Training Experience:** The training simulates a high volume of AI-generated calls and messages, requiring you to efficiently categorize incidents, ask pertinent follow-up questions, and determine which issues need to be escalated. The simulation also includes scenarios where you must calm distressed callers, ensure accurate information is recorded, and relay that information quickly to field teams or supervisors.
- **Why It's Better:** This scenario provides hands-on experience in managing the chaos of a natural emergency call center environment. The AI adapts to your responses, ensuring that the training is dynamic and reflective of actual call center challenges. This approach helps you build the critical thinking and communication skills needed to perform effectively under pressure.

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4. Dispatcher Scenario: Coordinating First Responders During a Multi-Vehicle Accident

- **Scenario Overview:** A multi-vehicle collision on a major highway during rush hour requires immediate coordination of first responders, traffic management, and medical teams. As a Dispatcher, you are the communication hub, managing information flow and ensuring that responders are directed to the scene efficiently.
- **Interactive Training Experience:** In this scenario, you'll receive real-time updates from AI-generated communications, including calls from first responders at the scene, updates from traffic management, and requests from hospitals for patient status. You'll need to prioritize resources, relay critical information, and ensure that all teams are synchronized in their response efforts.
- **Why It's Better:** This training module places you in the middle of a complex, multi-agency response effort, requiring you to manage multiple information streams simultaneously. The AI ensures that the scenario is challenging and realistic, helping you develop the coordination and multitasking skills essential for effective dispatching.

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5. Information Analyst Scenario: Data Synthesis and Reporting During a Chemical Spill

- **Scenario Overview:** A chemical spill in an industrial area has led to conflicting reports from various agencies. As an Information Analyst, your task is to gather, verify, and synthesize data from multiple sources to provide an accurate report to the Emergency Operations Center (EOC).
- **Interactive Training Experience:** You'll receive a series of AI-generated emails, texts, and calls containing raw data, eyewitness accounts, and reports from different agencies. The simulation requires you to analyze this information, identify discrepancies, and compile a clear and concise report for EOC decision-makers. The AI introduces challenges such as missing information or conflicting reports to test your analytical skills.
- **Why It's Better:** Traditional training often lacks the complexity of real-world data analysis. This scenario immerses you in the intricate process of data synthesis during a crisis, helping you develop the critical thinking and attention to detail needed to provide accurate and actionable intelligence.

Additional Scenario-Based Training Situations for Emergency Management Roles

1. Winter Storm Response for Call Center Operators
2. Wildfire Evacuation Coordination for Emergency Management Assistants
3. Hazardous Material Transportation Accident for Incident Reporting Officers
4. Earthquake Recovery Operations for Logistics Coordinators
5. Heatwave Public Health Alerts for Communications Specialists
6. Dam Failure and Flooding Response for Resource Allocation Staff
7. Severe Thunderstorm Response for Alert Technicians
8. Radiological Incident Communication for Public Information Assistants
9. Utility Failure Crisis Management for EOC Technicians
10. Mass Casualty Incident Management for Field Coordinators
11. Pipeline Explosion Response for Operations Support Staff
12. School Lockdown Procedures for Security Analysts
13. Public Demonstration and Unrest for Crisis Communication Specialists
14. Terrorist Threat Management for Call Dispatchers
15. Animal Disease Outbreak for Agricultural Emergency Planners
16. Tsunami Evacuation Planning for Coastal Area Managers
17. Water Contamination Incident for Environmental Health Officers
18. Supply Chain Disruption for Resource Managers
19. Bridge Collapse Response for Structural Engineers
20. Cybersecurity Breach in Public Infrastructure for IT Support Staff
21. Railway Incident for Transport Coordinators
22. Oil Spill Clean-Up Coordination for Environmental Response Technicians
23. Landslide Emergency Response for Geotechnical Analysts
24. Infectious Disease Containment for Health Emergency Support Staff
25. Airport Incident Response for Aviation Safety Officers
26. Industrial Explosion Coordination for Safety Officers
27. Pandemic Vaccine Distribution for Health Logistics Staff
28. Maritime Incident Response for Port Authorities
29. Mass Evacuation During Urban Fire for Urban Planning Assistants
30. Public Shelter Management for Shelter Operations Staff
31. Active Shooter Incident in a Mall for Security Coordinators
32. Forest Fire Containment for Forestry Technicians
33. Explosion at a Power Plant for Energy Sector Analysts
34. Nuclear Facility Incident for Radiation Safety Monitors
35. Evacuation Center Setup for Community Service Workers
36. Mass Transit Disruption for Public Transportation Coordinators
37. Tornado Response in Rural Areas for Rural Emergency Planners
38. Chemical Plant Leak for Hazardous Materials Technicians
39. Military Base Emergency for Defense Infrastructure Support
40. Large-Scale Data Breach for Cybersecurity Analysts
41. Gas Line Explosion for Utility Management Staff
42. Flash Flooding in Urban Centers for Flood Risk Analysts
43. Highway Hazmat Incident for Traffic Management Coordinators
44. Building Collapse After Earthquake for Urban Search and Rescue Teams
45. Toxic Gas Release for Environmental Monitoring Staff

46. Remote Area Search and Rescue for Wilderness Coordinators
47. Prison Riot Response for Correctional Facility Staff
48. Foodborne Illness Outbreak for Public Health Analysts
49. Hurricane Aftermath Recovery for Damage Assessment Teams
50. Severe Infrastructure Damage for Engineering Support Staff
51. Evacuation Order Management for Public Alert Technicians
52. High-Rise Building Fire for Urban Firefighters
53. Public Transport Accident for Emergency Medical Coordinators
54. Earthquake Tsunami Coordination for Coastal Area Response Teams
55. Forest Conservation Area Fire for Environmental Protection Officers
56. **And much more!**

These scenarios provide a broad range of training opportunities that are specific to various roles in emergency management. They help ensure that all team members, regardless of their position, are well-prepared to handle likely and probable situations they may encounter in their professional duties.

HQE Systems: Professional Public Outreach Services

Service Overview:

Effective communication is essential for successful emergency management. HQE Systems offers various outreach services to engage internal staff and the public, ensuring that everyone understands their role in an emergency and is prepared to respond appropriately. Our tailored outreach strategies enhance both internal preparedness and community safety, building trust and transparency between your organization and the people you serve.

Outreach Focus

1. Public Outreach

- **Service:** HQE Systems develops and executes public education campaigns and engagement strategies to raise awareness about emergency management programs, alert systems, and safety protocols. These campaigns educate the community on responding effectively during emergencies, thereby improving overall public safety and resilience.
- **Why It's Valuable:** Educating the public on emergency response procedures is critical to reducing panic and ensuring that people act appropriately when alerts are issued. Our public outreach services enhance community resilience by providing clear, consistent messaging that helps the public understand their role in maintaining safety during a crisis.

2. Internal Outreach

- **Service:** HQE Systems provides targeted training and communication strategies for internal staff. This service ensures that all staff members are informed about emergency protocols, alert systems, and their specific roles during a crisis. By delivering clear and consistent information, we help your team stay prepared and ready to execute their duties effectively in an emergency.
- **Why It's Valuable:** Internal preparedness is key to a coordinated emergency response. By ensuring that all staff members are well-informed and confident in their roles, our internal outreach services help your organization respond more efficiently to emergencies. This proactive approach reduces confusion and enhances overall operational effectiveness during critical incidents.

Why This Service is Valuable:

- **Community Safety:** Our public outreach services educate the community on how to respond to alerts, significantly improving overall safety and resilience. Clear communication before, during, and after emergencies ensures that the public is well-prepared and can act decisively when needed.
- **Internal Preparedness:** By equipping staff with the knowledge and tools they need, our internal outreach services ensure that your team is always ready to execute their roles effectively during an emergency. This not only improves response times but also enhances the overall coordination of your emergency management efforts.
- **Trust and Transparency:** Consistent and clear communication fosters stronger relationships between your emergency management team and the communities you serve. By building trust

and transparency, HQE's outreach services help ensure that your organization is viewed as a reliable and credible source of information during crises.

Pricing:

- **Outreach One-Time Package: $19,500**
  - Branded Outreach Marketing Assets 60 seconds explainer video for outdoor warning sirens Outdoor warning sirens one sheet information document Monthly outdoor warning sirens testing notice template
  - Social Media Outreach
    - Up to 12 Unified Mass Notification Systems testing social posts
    - 12, Social Posts Written content Graphical content For 3 social media platforms: FB, X, IG
    - Professional responses and explanations to "Social Media Posts" by resident on the 12 posts created and posted. This ensures that the City has HQE's team responding to potential technical questions online from local residents if not answered, may create a negative sentiment amongst the community.
  - Blogs Up to 4 blogs (2,000 words or more) Focused on education about outdoor warning sirens
- **Outreach Professional Service Subscription:**
  - Outreach Professional Service Subscription Marketing services to include:
    - Design, development, and on-demand support for outreach communications.
    - Create branded videos
    - Create branded graphics assets
    - Draft outreach content (social media, blogs, press releases, white papers, case studies, etc.)
    - Webinar - Certified Mass Notification Engineers to support meetings and outreach sessions
    - On-site - Certified Mass Notification Engineers to support meetings and outreach sessions* (see below for added cost)
    - Optional On-Site Outreach Support:
      - Outreach Manager (within 60 miles):
        - 1 Day On-Site (Up to 8 Hours) – $1,650 (labor and travel included)
      - Outreach Manager (Air & Ground Travel Required):
        - 1 Day On-Site (Up to 8 Hours) – $3,450
        - 2 Days On-Site (Up to 8 Hours per Day) – $4,940
  - **Subscription Packages:**
    - **100 Hours/Year:** $1,500 per Month (remote service)
    - **200 Hours/Year:** $2,550 per Month (remote service)
    - **400 Hours/Year:** $4,455 per Month (remote service)

By choosing HQE Systems for your outreach needs, you invest in a safer, more informed, and resilient community. Our services ensure that your emergency management messages are clear, consistent, and effectively communicated, helping to protect lives and property during critical times.

HQE Systems: Professional Document Development Services

Service Overview: HQE Systems offers comprehensive professional services designed to assist your organization in developing and refining critical emergency management documentation. Our team of certified emergency management professionals provides expert guidance and support, ensuring that your plans are not only thorough and up-to-date but also fully compliant with FEMA guidelines. By partnering with HQE, you can save valuable time and ensure that your organization meets all regulatory requirements, enhancing your operational readiness and resilience.

Documentation Support Services:

1. Emergency Operations Plan (EOP) Refinement

- **Service Description:** HQE Systems provides a detailed review and enhancement of your existing Emergency Operations Plan (EOP). Our experts align your plan with the latest FEMA CPG 101 and NIMS standards, ensuring it meets all regulatory requirements and effectively addresses your organization's needs.
- **Value Proposition:** This service is crucial for keeping your EOP relevant and effective as regulations and risks evolve. Regular updates and refinements enhance your organization's ability to respond to emergencies, ensuring that your plan reflects current best practices and lessons learned. With HQE's professional assistance, your EOP will remain a robust and actionable document that supports your overall emergency management strategy.
- **Pricing:** $21,500 (Estimated 2 months)

2. Emergency Operations Plan (EOP) Full Development

- **Service Description:** For organizations needing to develop a new or completely overhauled EOP, HQE Systems offers a comprehensive development service. From the initial planning to final approval, our team works closely with your organization to create a customized EOP that addresses all hazards and integrates input from key stakeholders.
- **Value Proposition:** A well-crafted EOP is the foundation of your emergency management efforts. HQE's certified professionals ensure that your plan is not only compliant with FEMA guidelines but also specifically tailored to your operational environment, risks, and resources. This proactive approach minimizes operational gaps and strengthens your organization's overall resilience.
- **Pricing:** $62,500 (Estimated 4 months)

3. GIS Mapping Services

- **Service Description:** Geographic Information System (GIS) mapping is a powerful tool for visualizing risks, resources, and response strategies. HQE Systems provides GIS map development and refinement services that are fully integrated into your emergency operations. Our maps are tailored to meet the specific needs of your jurisdiction, ensuring they are accurate, up-to-date, and actionable.
- **Value Proposition:** GIS maps are critical for effective emergency response, providing clear visual data that supports decision-making and resource allocation. HQE's professional services ensure

that your maps are precise and functional, enabling your team to quickly assess situations and coordinate responses efficiently.
- **Pricing:** $84,500 (Estimated 2-3 months depending on the complexity of the project)

4. Alert & Warning Templates Development

- **Service Description:** Effective communication during emergencies is essential. HQE Systems develops standardized alert and warning templates customized to your organization's communication needs. These templates ensure your alerts are clear, consistent, and compliant with all regulatory requirements.
- **Value Proposition:** Pre-designed templates streamline the alerting process, reducing the time needed to craft messages during an emergency. This ensures that your communications are timely and accurate and reach the intended audience quickly, thereby enhancing public safety and operational efficiency.
    - This package provides teh following benefits
        - Up to 30 customized written templates
        - Up to 10 professionally recorded voice messages
- **Pricing:** $9,890 (Estimated 1 Month)

Why Choose HQE Systems for Documentation Support?

- **Regulatory Compliance:** HQE ensures that all documentation will be refined or developed within the FEMA standards and other relevant regulations, significantly reducing the risk of non-compliance.
- **Customization:** Our services are tailored to meet the specific needs and challenges of your organization, ensuring that your documentation is relevant, actionable, and fully integrated into your emergency management framework.
- **Operational Efficiency:** By ensuring that all plans and resources are well-documented, easily accessible, and up-to-date, HQE's services enhance your organization's ability to respond effectively to emergencies.

The Value of HQE's Professional Services:

Partnering with HQE Systems means you're investing in the foundational tools that empower your team to manage emergencies with confidence and clarity. Our certified professionals bring decades of experience to ensure that your documentation not only meets regulatory standards but also strengthens your overall emergency preparedness. Save time, enhance compliance, and ensure your organization is always ready for the unexpected with HQE's professional documentation support services.

Agenda Item No.: 14.B
Mtg. Date: 08/26/2024

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: **CONSIDERATION AND POSSIBLE ACTION TO AMEND RESOLUTION NO. 1304, A REIMBURSEMENT AND EXPENSE POLICY IN ACCORDANCE WITH GOVERNMENT CODE 53232.2 AND 53232.3 (MAYOR MIRSCH)**

DATE: **August 26, 2024**

BACKGROUND:
At the July 11, 2022 City Council meeting, staff was directed to prepare a policy relating to City Council expenses and bring back an agenda item for discussion. Subsequently, City Attorney Jenkins recalled drafting Resolution 1002 in 2006, ensuring the city complied with the base state law requirements. The City Attorney opined that the Council could not adopt a different/updated resolution that is in violation of the base state law requirements. The City could be more restrictive but not less.

At the August 8, 2022 City Council meeting, the following revisions were approved unanimously with Mayor Black absent:

Motion by Councilmember Pieper, seconded by Councilmember Mirsch, directing staff to prepare a revised resolution simplifying the language to reflect an allocation of $1000.00 in duty-related expenses per councilmember without Council approval provided that each Councilmember submits receipts within 60 days of the event they seek reimbursement for; have the Finance Department re-allocate, via a unique GL Code, $5000.00 specific to Conferences for the Council appointed delegate(s); and the removal of per diem caps as allowable.

At the August 22, 2022 City Council meeting, Item 7F, for adopting Resolution No. 1304, was pulled from the Consent Calendar by Councilmember Dieringer for further discussion. The following motions were subsequently made:

- Motion by Mayor Black, seconded by Councilmember Pieper, modifying section 4B to

read as “Further, a collective five thousand dollars ($5,000.00) is allocated for travel, meals, lodging and other expenses associated with attendance at eligible conferences for the City Council.” The motion carried with Councilmember Dieringer in opposition and Mayor Pro Tem Wilson absent.

- Motion by Councilmember Dieringer to modify section 4B to increase the amount allowable for conference expenses from $5,000 to $6,000. Motion failed for lack of a second.
- Motion by Councilmember Dieringer, seconded by Councilmember Pieper, to modify section 5A by removing “Lodging and miles shall be reimbursed pursuant to Government Code 53232.2” and replacing with “Travel, meals, lodging and any other expenses are reimbursable at a reasonable rate that is not lavish or extravagant.” The motion was carried unanimously, with Mayor Pro Tem Wilson absent.
- Motion by Councilmember Pieper, seconded by Councilmember Mirsch, to modify section 5B, revising the language to reflect “expense reports within sixty (60) days after the event,” “Proof of payment is required as part of the necessary documentation,” and “all reimbursement requests for each fiscal year must be submitted before July 31 of the following fiscal year in which the expenses were incurred.” The motion was carried unanimously, with Mayor Pro Tem Wilson absent.
- Motion by Councilmember Pieper, seconded by Councilmember Mirsch, to approve Item 7. F as altered. The motion was carried unanimously, with Mayor Pro Tem Wilson absent.

The attached Resolution No. 1304 reflects the motion as adopted by the City Council.

DISCUSSION:
At the July 8, 2024 City Council meeting, Mayor Mirsch pulled Item 8D, the Payment of Bills, from the Consent Calendar for discussion later in the meeting regarding City Council expenses, reimbursements, and the existing policy as adopted in 2022. Mayor Mirsch requested that staff return with the policy for potential review by the Council at a future meeting.

FISCAL IMPACT:
The FY24/25 Adopted Budget has $5000 allocated under City Council Expenses, GL Code 01-01-775

As of the writing of this staff report $830.00 in expenses have been incurred for FY24/25:

- Councilmember Dieringer - $755.00
- Mayor Mirsch - $75.00

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:
ResolutionNo1304_AB1234_ReimbursementPolicyUpdate_A_E.pdf

RESOLUTION NO. 1304

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTABLISHING A REIMBURSEMENT POLICY IN ACCORDANCE WITH GOVERNMENT CODE §§ 53232.2 AND 53232.3 AND RESCINDING RESOLUTION NO. 1002

The City Council of the City of Rolling Hills does resolve as follows:

SECTION 1. The City Council finds and declares as follows:

A. Elected and appointed City Officials are responsible for promoting and protecting public health, safety, and welfare. Among other things, these duties may require City Officials to:

1. Discuss the City's concerns with state and federal officials;

2. Participate in regional, state and national organizations that affect the City's interests;

3. Attend educational seminars designed to improve City Officials' skills and provide information; and

4. Promote public service and morale.

5. Attend meetings, ceremonial events and other activities sponsored by constituents, neighborhood groups, business organizations and similar groups.

6. Meet with constituents, civic groups and others with an interest in the City.

B. It is in the public interest to reimburse City Officials' expenses incurred in connection with these activities consistent with the provisions of this Resolution.

SECTION 2. *Declaration of Policy*. This Resolution is adopted in accordance with Government Code §§ 53232.2 and 53232.3 so that the City of Rolling Hills may reimburse appropriate expenses incurred by elected and appointed City officials while on authorized travel or otherwise engaged in the conduct of City business. Absent City Council approval, and only in extraordinary circumstances, the City will not reimburse City Officials an amount greater than allowed by this Resolution for expenses incurred during the course of conducting City business.

SECTION 3. *Definitions*. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Resolution:

A. "City Officials" means members of the City Council and members of boards, commissions, and committees appointed by the City Council;

B. "Reimbursement" means all forms of payment for expenses incurred by City Officials in the course of their official duties whether paid directly by the City (including without limitation, with a City-issued credit card) or advanced by City Officials with personal funds and later reimbursed from City funds.

SECTION 4. *City Business – Authorized Activities.*

A. Expenses incurred while engaging in the following City business activities are generally authorized expenses if all requirements of this Resolution are fulfilled:

1. Communicating with representatives of regional, state and national government on City adopted policy positions;

2. Attending educational seminars designed to improve City Officials' skill and information levels. A list of recognized conferences is attached as Exhibit "A," and incorporated by reference;

3. Participating in regional, state and national organizations whose activities affect the City's interests;

4. Recognizing service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);

5. Attending City events; and

6. Attending meetings with constituents, neighborhood groups, and business organizations.

7. Travel for City business outside of Rolling Hills.

Any questions regarding the propriety of a particular type of expense should be resolved by the City Council before the expense is incurred.

B. Notwithstanding any other portion of this Resolution, the annual limit (per fiscal year) for non-conference reimbursable expenses for each City Councilmember shall be one thousand dollars ($1,000.00). Any expenses incurred above this limit require approval by the City Council. Further, a collective five thousand dollars ($5,000.00) is allocated for travel, meals, lodging and any other expenses related to the attendance at eligible conferences approved by the City Council for the City Council delegate(s). All other reimbursable expenses shall be approved by the City Council.

SECTION 5. Expense Report Content And Submission Deadline.

A. All expense reimbursement requests must be submitted on an expense report form provided by the City and must explicitly list each expense eligible for reimbursement under this policy (*e.g.,* name of conference and fee to attend, miles traveled for conference, meal at conference, *etc.*). Travel, meals, lodging and any other expenses are reimbursable at a reasonable rate that is not lavish or extravagant.

B. City Officials must submit their expense reports within sixty (60) days days after the event that is subject to the reimbursement(s), accompanied by receipts documenting each expense. Proof of payment is required as part of the necessary documentation. Notwithstanding the previous sentence, all reimbursement requests for each fiscal year must be submitted before July 31 of the following fiscal year in which the expenses were incurred. For the avoidance of doubt, if a reimbursable expense is incurred on June 29, the City official must submit this expense by July 31.

SECTION 6. Reports to City Council. At the City Council meeting following an activity, each City Official must briefly report on meetings attended at City expense. If multiple City Officials attended, a joint report may be made.

SECTION 7. Compliance With Laws. Some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the California Public Records Act.

SECTION 8. Violation Of This Policy. Use of public resources or falsifying expense reports in violation of this Resolution may result in any or all of the following:

A. Loss of reimbursement privileges;

B. A demand for restitution to the City;

C. The City's reporting the expenses as income to the City Official to state and federal tax authorities;

D. Civil penalties of up to $1,000 per day and three times the value of the resources used; and

E. Prosecution for misuse of public resources.

SECTION 9. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 10. Resolution No. 1002 is hereby rescinded.

SECTION 11. The City Clerk is directed to certify the passage and adoption of this Resolution; cause it to be entered into the City of Rolling Hills book of original Resolutions; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Resolution, cause it to be published or posted in accordance with California law.

SECTION 12. This Resolution will become effective immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 22nd day of August, 2022.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT:

City Manager

EXHIBIT A

Name of Conference
Any conference or travel approved in advance by the City Council.
League of California Cities Annual Conference
Annual Meeting of the Employee Relations Inst. League of California Cities
Annual League of California Cities Conference for Planning Commissioners
Annual Legislative Conference League of California Cities
National Conference of the International City/County Managers Association
Mayors and Councilmembers Institute League of California Cities
California Joint Powers Authority Annual Meeting
Annual Meeting of the California Chapter of the American Institute of Planners
National Conference of American Institute of Planners (AIP)
Annual Conference of the Urban Land Institute (ULI)
Annual Meeting of California Contract Cities Association
Legislative Orientation Tour (California Contract Cities Association)
League of California Cities Mayors and Councilmembers Department
League of California Cities Annual Redevelopment Conference
California JPIA Risk Management Conference

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

The foregoing Resolution No. 1304 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTABLISHING A REIMBURSEMENT POLICY IN ACCORDANCE WITH GOVERNMENT CODE §§ 53232.2 AND 53232.3 AND RESCINDING RESOLUTION NO. 1002

was approved and adopted at a regular meeting of the City Council on the 22nd day of August, 2022, by the following roll call vote:

AYES: Dieringer, Pieper, Mirsch, Mayor Black

NOES:

ABSENT: Mayor Pro Tem Wilson

ABSTAIN:

CHRISTIAN HORVATH
CITY CLERK

Agenda Item No.: 15.A
Mtg. Date: 08/26/2024

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

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE SECOND QUARTER OF 2024 (APRIL 1 TO JUNE 30)**

DATE: **August 26, 2024**

BACKGROUND:

Quarterly Fire Fuel Abatement Meeting

On July 25, 2024, a quarterly fire fuel meeting was held to discuss fire fuel issues in Rolling Hills. Representatives from various agencies attended, including the Los Angeles County Fire Department (LACFD), Los Angeles County Department of Agricultural Commissioner/Weights and Measures (LACWM), Palos Verdes Peninsula Land Conservancy (PVPLC), and Southern California Edison (SCE). Each agency is responsible for reducing fire fuel hazards in the city. LACFD does annual inspections of each developed property, and LACWM inspects vacant properties to ensure proper fire fuel reduction. PVPLC continues to mow areas in the land conservancy south of the City and reported less invasive growth and better native vegetation growth. SCE monitors vegetation growth around its powerlines and sends crews to trim vegetation when necessary. Rolling Hills Community Association (RHCA) was not present at the meeting but is responsible for clearing dead vegetation in street easements and trails.

Code Enforcement Cases

The Code Enforcement Division provides quarterly updates. Cases include dead vegetation and other code violations for the second quarter of 2024. The attachments demonstrate cases that have been opened and closed during the quarter. Also included is a list of cumulative open cases (See Attachments 1, 2, and 3).

DISCUSSION:

During the second quarter of 2024, a total of 9 cases were closed, including 4 dealing with vegetation or dead trees; 12 cases were opened, including 8 involving overgrown vegetation or dead trees. All but 1 of the 8 cases opened this quarter involving overgrown vegetation or dead trees were closed (5 of which were closed in the current quarter). Currently, code enforcement is working on 11 open cases, of which 4 deal with overgrown vegetation or dead trees. Each case is unique, and some require more time than others to resolve. In certain

cases in which the owner is nonresponsive and remains out of compliance, cases have been referred to the City Attorney's office.

FISCAL IMPACT:
Code enforcement services is provided contractually, and payment is made from the General Fund.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
ATTACHMENT 1: CE_QRP_2024_Q2_240812_CC_CE_ClosedCases.pdf
ATTACHMENT 2: CE_QRP_2024_Q2_240812_CC_CE_OpenedCases.pdf
ATTACHMENT 3: CE_QRP_2024_Q2_240812_CC_CE_AllOpenCases.pdf

Case Report – CLOSED CASES
Q2 2024

04/01/2024 - 06/30/2024

Case Date	Address of Violation	Description	Main Status	Case Closed
5/7/2024	2958 Palos Verdes Drive N	Dried collected vegetation	Closed	5/28/2024
4/23/2024	17 Chuckwagon Rd	Garage conversion to bedroom and bathroom - UNSUBSTANTIATED	Closed	5/2/2024
4/18/2024	17 Chuckwagon Rd	Garage conversion to bedroom and bathroom - UNSUBSTANTIATED	Closed	5/2/2024
3/26/2024	68 Saddleback Rd	Dried Vegetation (Fallen Tree)	Closed	4/16/2024
2/14/2024	17 Chuckwagon Rd	Garage conversion to bedroom and bathroom - UNSUBSTANTIATED	Closed	5/2/2024
2/13/2024	18 Poppy Trail	Broken pipe causing erosion on neighboring property.	Closed	5/28/2024
1/23/2024	2 Spur Lane	Tumbleweeds and dead vegetation.	Closed	4/16/2024
10/5/2023	5 Outrider Rd	Dog on the loose	Closed	4/18/2024
6/9/2022	4 Spur Ln.	Dead/Dry vegetation	Closed	4/30/2024

Total Records: 9 **8/6/2024**

Case Report – OPENED CASES
Q2 2024

04/01/2024 - 06/30/2024

Case Date	Address of Violation	Description	Main Status
6/18/2024	2 Chestnut Ln	Dead Vegetation on the back side of property (Visible on Morgan Lane)	Closed
6/11/2024	7 Ranchero Rd	Overgrown Vegetation and Trash/Debris	Closed
6/11/2024	9 Buggy Whip Dr	Overgrown Vegetation (Yellow mustard)	Closed
6/11/2024	4 Buggy Whip Dr	Dead vegetation on fence	Closed
6/4/2024	49 Saddleback Rd	Overgrown weeds and vegetation	Closed
5/28/2024	10 Flying Mane Rd	Illegal grading and retaining walls	Open
5/7/2024	2958 Palos Verdes Drive N	Dried collected vegetation	Closed
5/7/2024	1 Roundup Rd	Overgrown Vegetation, decayed property, and vermin	Closed
4/25/2024	20 Portuguese Bend Rd	Dead Tree	Open
4/23/2024	17 Chuckwagon Rd	Garage conversion to bedroom and bathroom - UNSUBSTANTIATED	Closed
4/18/2024	17 Chuckwagon Rd	Garage conversion to bedroom and bathroom - UNSUBSTANTIATED	Closed
4/9/2024	8 Quail Ridge Rd N	Unpermitted Building	Open

Total Records: 12 **8/6/2024**

Case Report – ALL OPEN CASES

As of 8/6/2024

Case Date	Address of Violation	Description	Follow UP	Follow Up Date	Main Status
5/28/2024	10 Flying Mane Rd	Illegal grading and retaining walls	Message left; follow-up needed	8/13/2024	Open
4/25/2024	20 Portuguese Bend Rd	Dead Tree	Letter of abatement being drafted	8/13/2024	Open
4/9/2024	8 Quail Ridge Rd N	Unpermitted Building	Owner working with staff to obtain proper permits	9/3/2024	Open
2/29/2024	6 Saddleback Rd	Debris and other material improperly stored on site.	CC hearing on 8/12/24	8/12/2024	Open
11/7/2023	16 Buggy Whip Dr	2nd Violation of Trees in Violation of Conditions of Approval	Follow-up needed	8/13/2024	Open
11/2/2023	17 Eastfield Dr	Unpermitted construction.	Property listed for sale; owner still responsible for correction	8/13/2024	Open
7/13/2023	79 Eastfield Dr	Overgrown vegetation/unfinished construction	Referred to City Attorney; vegetation cleared but construction remains	--	Open
6/22/2023	4 Possum Ridge Rd	Unpermitted work/grading	Planning application required	8/13/2024	Open
9/22/2022	29 Middleridge Ln S	Extensive grading and importing of soil. Dead shrubs/trees/vegetation visible from road	Approved by PC; Follow-up on grading permit	--	Open
7/6/2021	1 Chestnut Ln	Unpermitted structure (gazebo)	Approved by PC; Follow-up with building permit	--	Open
11/1/2019	2950 Palos Verdes Dr N	Red-tagged residence	Referred to City Attorney; property recently sold	--	Open

Total Records: 11 **8/6/2024**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 08/26/2024

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: THREATENED LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(2) AND (E)(3)**
THE CITY COUNCIL FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION.
NUMBER OF POTENTIAL CASES: (23) (GOVERNMENT CLAIMS ACT FORM SUBMITTED BY VARIOUS PROPERTY OWNERS IN RANCHO PALOS VERDES AGAINST THE CITY OF ROLLING HILLS ALLEGING DAMAGE TO PROPERTY)

DATE: **August 26, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS: