City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA
Regular City Council Meeting

CITY COUNCIL
Monday, February 26, 2024

CITY OF ROLLING HILLS
7:00 PM

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

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

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

Next Resolution No. 1359 *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 FEBRUARY 26, 2024

RECOMMENDATION: Approve.
CL_AGN_240226_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: FEBRUARY 12, 2024 REGULAR MEETING
RECOMMENDATION: Approve as presented.
CL_MIN_240212_CC_F.pdf

8.D. PAYMENT OF BILLS
RECOMMENDATION: Approve as presented.
CL_AGN_240226_CC_PaymentOfBills.pdf

8.E. REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR JANUARY 2024
RECOMMENDATION: Receive and file.
VC_REP_240220_Jan_YTD_TonnageReport.pdf
VC_REP_240220_Jan_C&D_Report.pdf
VC_REP_240220_Jan_CallLog.pdf
VC_REP_240220_ComplaintsList2024_Redacted.pdf

8.F. ADOPT RESOLUTION NO. 1358 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $12,500 IN THE GENERAL FUND WILDLIFE MANAGEMENT AND PEST CONTROL ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR WILDLIFE SPECIALIST AND CONSULTANT SERVICE FOR A SIX-MONTH TRIAL PERIOD
RECOMMENDATION: Approve as presented.
ResolutionNo1358_CoyoteMgmtServicesTrial_BudgetAmendment_F.pdf

8.G. APPROVE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR A ONE-YEAR EXTENSION FOR CODE ENFORCEMENT SERVICES
RECOMMENDATION: Approve as presented.
CA_AGR_240226_PSA_Amendment01_4LEAF_signed.pdf
CA_AGR_230123_4Leaf_OnCall_CE_ContractServices_E.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

13. NEW BUSINESS

13.A. FISCAL YEAR 2023/24 MID-YEAR REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2023

RECOMMENDATION: Receive and accept the mid-year report for the six months ended December 31, 2023.

Attachment 1 - CL_AGN_240226_FY2023-24_Mid-YearReview.pdf
Attachment 2 - CL_AGN_240226_GFRevenuesThru12-31-23.pdf
Attachment 3 - CL_AGN_240226_CC_GFExpendituresbyDepartmentThru12-31-23.pdf
Attachment 4 - CL_AGN_240226_CC_GFExpenditureDetailsbyAccountThru12-31-23.pdf
Attachment 5 - CL_AGN_240226_RevenuesAndExpendituresThru12-31-23 - Other Funds.pdf
Attachment 6 - CL_AGN_240226_SummaryOfBudgetAmendmentsThru12-31-23_General Fund.pdf

13.B. APPROVE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE FOUR PENINSULA CITIES AND VIGILANT SOLUTIONS FOR CONTINUED FUNDING OF THE REGIONAL AUTOMATED LICENSE PLATE RECOGNITION (ALPR) PROGRAM, ONE-TIME CAMERA REPLACEMENT PURCHASE, INSTALLATION, AND ONGOING MAINTENANCE

RECOMMENDATION: Approve as presented and direct staff to return with a Budget Amendment.

Attachment A - CA_MOU_160621_PVP_ALPR_Vigilant_E_Redacted.pdf
Attachment B - CA_MOU_240216_PVP_ALPR_Vigilant_Upgrade_Proposal.pdf
Attachment C - CA_MOU_240212_PVP_ALPR_Vigilant_Amendment01_Redacted.pdf

13.C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE LOMITA STATION SHERIFF'S DEPARTMENT PURCHASE OF LIDAR/RADAR SPEED DETECTION DEVICE EQUIPMENT FOR USE IN THE THREE REGIONAL CONTRACT LAW PENINSULA CITIES

RECOMMENDATION: Approve as presented and direct staff to return with a Budget Amendment.

Attachment A - PS_LAS_230419_LIDAR-RADAR_EquipmentRequest.pdf
Attachment B - PS_LAS_230523_KustomSignals_Quote.pdf
Attachment C - PS_LAS_210513_RCLC_PurchasingPolicy_LASD_SuppEquip.pdf

14. MATTERS FROM THE CITY COUNCIL

15. MATTERS FROM STAFF

15.A. CONSIDERATION OF PARTICIPATING IN SECOND ANNUAL ARBOR DAY EVENT AT THE CITY HALL CAMPUS ON APRIL 26, 2024

RECOMMENDATION: Receive and file. Proved direction to staff.

CL_AGN_240212_CC_Bennett_ArborDay_Offer.pdf
CL_AGN_230508_CC_ArborDay_Pics.pdf
CL_AGN_240212_CC_ArborDay_ND-Post_2023.pdf
CL_NWS_230420_F.pdf

16. RECESS TO CLOSED SESSION

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, March 11, 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.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 02/26/2024

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 FEBRUARY 26, 2024

DATE: February 26, 2024

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_240226_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 2205 **Meeting Date**: 2/26/2024

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE
APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF FEBRUARY 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	Adjourned Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	FEBRUARY 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: February 23, 2024

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 02/26/2024

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: February 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: 02/26/2024

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: FEBRUARY 12, 2024 REGULAR MEETING

DATE: February 26, 2024

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_240212_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, February 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 7:00 p.m. Mayor Mirsch presiding.

2. ROLL CALL

Councilmembers Present:	Wilson, Black, Dieringer, Mayor Pro Tem 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 Black

4. PRESENTATIONS / PROCLAMATIONS / ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Mayor Mirsch requested moving Item 13A ahead of Commission Items. Without objection, so ordered.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL) – NONE

7. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 12, 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: JANUARY 22, 2024 REGULAR MEETING

8.D. PULLED BY COUNCILMEMBER DIERINGER

8.E. REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR DECEMBER 2023

8.F. PULLED BY COUNCILMEMBER DIERINGER

8.G. ADOPT RESOLUTION NO. 1355 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $577,069.90 IN THE GRANTS CAPITAL PROJECTS FUND BY A TRANSFER FROM GENERAL FUND RESERVES FOR PROVIDING

CONSTRUCTION SERVICES ON THE 20C PORTION OF THE CREST ROAD EAST FIRE PREVENTION POWER LINE UNDERGROUNDING PROJECT

8.H. PULLED BY COUNCILMEMBER BLACK

Motion by Mayor Pro Tem Pieper, seconded by Councilmember Wilson to approve Consent Calendar except Items 8D, 8F and 8H. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS

8.F. CONSIDER AND APPROVE THE PLANNED EXPENDITURES FOR FISCAL YEAR 2024-2025 SAFE, CLEAN WATER (MEASURE W) MUNICIPAL PROGRAM FUNDS FOR SUBMISSION TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Presentation by Planning & Community Services Director John Signo
Kathleen McGowan, Stormwater Consultant

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

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

8.D. PAYMENT OF BILLS

Motion by Mayor Pro Tem Pieper, seconded by Councilmember Black to approve all except the check for Caspio regarding the City website's Resident Portal and Trading Post and direct staff to negotiate a reasonable amount for services rendered to date and ensure retention of any City data. Motion carried unanimously with the following vote:

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

8.H. ADOPT BY RESOLUTION NO. 1356 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO APPROPRIATE $11,500.00 IN THE CAPITAL PROJECTS FUND FUNDED FROM A TRANSFER FROM GENERAL FUND RESERVES AND APPROVE FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING INC. COVERING ADDITIONAL DESIGN AND ENGINEERING SERVICES FOR THE CITY HALL ADA IMPROVEMENT PROJECT

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

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

Mayor Mirsch moved to Item 13A

13. NEW BUSINESS

13.A. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WILDLIFE SPECIALIST AND CONSULTANT TO PROVIDE ADDITIONAL COYOTE EDUCATIONAL OR ABATEMENT SERVICES ON AN EMERGENCY BASIS FOR A NOT-TO-EXCEED AMOUNT OF $10,000 COVERING A TRIAL PERIOD OF UP TO SIX-MONTHS

Presentation by City Clerk / Executive Assistant to the City Manager Christian Horvath
Fernando Barrera, Wildlife Specialist and Consultant

Public Comment: Darcy Darrell, Stewart Darrell, Melissa McNabb, Alfred Visco

Motion by Councilmember Black, seconded by Mayor Pro Tem Pieper to approve a not-to-exceed amount of $12,500 for the six-month trial period and direct the City Attorney to draft a Professional Services Agreement, authorize the City Manager to sign and return with a Budget Amendment. Motion carried unanimously with the following vote:

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

Mayor Mirsch moved back to Item 10A

10. COMMISSION ITEMS

10.A. RECEIVE AND FILE ZONING CASE NO. 22-91: A REQUEST FOR THE APPROVAL OF A SITE PLAN REVIEW FOR A 264-SQUARE-FOOT COVERED PATIO AND OUTDOOR KITCHEN, CONDITIONAL USE PERMIT FOR THE USE OF SUCH STRUCTURE, AND A VARIANCE REQUEST TO CONSTRUCT IN THE FRONT YARD AND WAIVE THE REQUIREMENT FOR A STABLE AND CORRAL SET ASIDE AREA LOCATED AT 1 CHESTNUT LANE (ICARUS LP, MITTAL)(LOT 239-A-6-MS), ROLLING HILLS, CA, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Presentation by Planning & Community Services Director John Signo

Public Comment: Alfred Visco

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

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

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS – NONE

13. NEW BUSINESS

13.B. CONSIDERATION AND POSSIBLE ACTION TO PROCEED WITH IRS CODE SECTION 170(C)(1) FOR CHARITABLE CONTRIBUTIONS

Presentation by City Manager Karina Bañales
Mayor Mirsch and Councilmember Wilson

Public Comment: Marian Visco, Melissa McNabb, Alfred Visco

Motion by Mayor Pro Tem Pieper, seconded by Councilmember Black to receive and file, direct staff to return with a more refined 170(C)(1) action plan and cease pursuit of a 501(C)3. Motion carried unanimously with the following vote:

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

13.C. ADOPT RESOLUTION NO. 1357 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $8,010 IN THE GENERAL FUND AREA LANDSCAPING ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR BENNETT LANDSCAPE PROPOSAL TO TRIM TREES AROUND THE TENNIS COURTS

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

Motion by Mayor Pro Tem Pieper, seconded by Councilmember Black to approve as presented and talk with Bennett Landscape and the neighboring property owners regarding their tree overhanging onto City property. 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. VERBAL REPORT OUT FROM THE PENINSULA PUBLIC SAFETY COMMITTEE AND REGIONAL CONTRACT LAW COMMITTEE ON THE FEBRUARY 1, 2024 MEETINGS (MAYOR MIRSCH, COUNCILMEMBER WILSON)

Presentation by City Clerk / Executive Assistant to the City Manager Christian Horvath
Mayor Mirsch and Councilmember Wilson

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

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

Councilmember Dieringer reported out on the South Bay Cities Council of Governments (SBCCOG) Steering Committee meeting regarding annual membership dues and requested that an item be agendized for discussion at an upcoming City Council meeting.

15. MATTERS FROM STAFF – NONE

16. RECESS TO CLOSED SESSION – NONE

17. RECONVENE TO OPEN SESSION – NONE

18. ADJOURNMENT: 9:43 P.M.

The meeting was adjourned at 9:43 p.m on February 12, 2024. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, February 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: 02/26/2024

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: February 26, 2024

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_240226_CC_PaymentOfBills.pdf

CITY OF ROLLING HILLS
AP24-012, ACH24-016
Check Run 02/21/2024

Check No.	Check Date	Payee	Description	Amount
028505	2/21/2024	4Leaf, Inc.	Code Enforcement Services - January 2024	5,130.00
028506	2/21/2024	Alan Palermo Consulting	Dec 31 to Feb 3 Svcs - ADA, Sewer, Outdoor Siren,	3,341.25
028507	2/21/2024	Best Best & Krieger LLP	General Services-January 2024	4,864.00
028507	2/21/2024	Best Best & Krieger LLP	Legal - Code Enforcement Serv - January 2024	1,299.45
028507	2/21/2024	Best Best & Krieger LLP	Legal Land Use-January 2024	1,577.00
CHECK TOTAL			**$ 7,740.45**	
028508	2/21/2024	Caspio, Inc.	Web Portal Resident Info/Trade Post Closeout Fee	480.00
028509	2/21/2024	Cox Communications	Phone Service Jan - Feb 2024	158.85
028510	2/21/2024	Environmental Design Associates	ZC23-070 23 Crest Rd E Plan Check Review	375.00
028511	2/21/2024	County of Los Angeles	Building Services for November 2023	10,662.27
028512	2/21/2024	LSL CPAs	FY 22-23 Audit	7,725.00
028512	2/21/2024	LSL CPAs	FY 22-23 Audit Fieldwork Progress	13,000.00
CHECK TOTAL			**$ 20,725.00**	
028513	2/21/2024	MV CHENG AND ASSOCIATES	Monthly Accounting Services for January 2024	12,431.25
028514	2/21/2024	NV5, INC.	January 2024 Services- CORH-22-11241 Flow	1,490.38
028515	2/21/2024	Orkin	Monthly Pest Control January 2024	158.00
028516	2/21/2024	Palos Verdes Security Sys, Inc.	CCTV Lease 02-01-24 to 02-29-24	168.00
028517	2/21/2024	City of Rolling Hills Estates	2024 CCCA Legislative Tour - PVP Dinner Cost Share	379.12
ACH-466	2/18/2024	Abila	Accounting Software Use 02-18-24 to 03-17-24	349.67
ACH-467	1/18/2024	CalPERS	PERS Retirement Payroll P/E 12-26-23	1,893.95
ACH-468	2/18/2024	California Water Service Co.	Water Usage 12-29-23 to 01-29-24 Acct#74654	409.43
ACH-469	2/18/2024	California Water Service Co.	Water Usage 12-29-23 to 01-29-24 Acct#54654 Rolling	1,039.06
ACH-470	8/23/2023	Forum Info-Tech. Inc./Levelcloud	August 2023 Monthly Cloud IT Service	5,130.07
ACH-471	11/14/2023	Forum Info-Tech. Inc./Levelcloud	November 2023 Monthly Cloud IT Service	5,083.93
ACH-473	1/24/2024	Pacific Premier Bank / FNBO	Pacific Prem CC#5550 January 2024	897.25
ACH-474	2/18/2024	Pitney Bowes	Postage Fees for January 2024	2,015.00
ACH-475	2/21/2024	Robert Half	Temp Admin Staff P/E 12-29-23	806.40
ACH-476	2/21/2024	Robert Half	Temp Admin Staff P/E 02-02-24	1,367.60

ACH-477	2/21/2024	Robert Half	Temp Admin Staff P/E 02-09-24	1,367.60
ACH-478	2/21/2024	Robert Half	Temp Admin Staff P/E 02-16-24	1,367.60
ACH-479	1/12/2024	Vantagepoint Transfer Agents -	Deferred Comp Contributions P/E 01-09-24	1,693.58
PR LINK	2/9/2024	PR LINK - Payroll & PR Taxes PR#3	Payroll Processing Fee PR#3_01/24/24 - 02/06/24	60.02
PR LINK	2/9/2024	PR LINK - Payroll & PR Taxes PR#3	Pay Period PR#3_01/24/24 - 02/06/24	18,113.35
REPORT TOTAL				**104,834.08**

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
$ 104,834.08 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: 02/26/2024

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 JANUARY 2024

DATE: February 26, 2024

BACKGROUND:
Please note that Republic has been asked to provide footnotes per Council direction. They will try to accommodate on future reports.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
VC_REP_240220_Jan_YTD_TonnageReport.pdf
VC_REP_240220_Jan_C&D_Report.pdf
VC_REP_240220_Jan_CallLog.pdf
VC_REP_240220_ComplaintsList2024_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	77.73	77.73	-	100.00%
	Trash	247.10	-	247.10	0.00%
1 Total		324.83	77.73	247.10	23.93%
Grand Total		324.83	77.73	247.10	23.93%

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%
Grand Total		84.29	23.18	61.11	27.50%

Republic Services
C&D Report

City of Rolling Hills
Reporting Period January-24

Disposal Site	Material	Loads Taken	Tons Collected
CWS	I-C&D	1	4.27

Summary	
Row Labels	**Sum of Tons Collected**
I-C&D	4.27
Grand Total	**4.27**

Republic Services Call Log Report

City:	Rolling Hills
Year	2024
Month/Quarter	1

Summary of Calls by Type		
Final Call		
Final Call Type	**Sub-Type**	**Total**
2.Complaint	Escalation	4
2.Complaint Total		**4**
3.Missed Pick Up	Missed Bulk Service	1
	Missed Recycle - Residential	2
	Missed Trash - Residential	1
	Missed Yard Waste - Residential	1
3.Missed Pick Up Total		**5**
Grand Total		**9**

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	20240104-185053780	1/4/2024 1:29 PM	1/8/2024 10:58 AM	RHONDA WAMBOLD	Sue Makita (310) 372-1010 called to report an issue. Pls make sure to pick up both SW & YW. Cus reports those services have not been getting serviced.. completed	completed	RESI	9020002967	1	SUE MAKITA	3 MAVERICK LN ROLLING HILLS CA	3103721010
2.Complaint	Escalation	20240110-185420214	1/10/2024 10:59 AM	1/11/2024 11:33 AM	Lisa Brown	Linda Goldsmith (240) 601-4242 called to report an issue. said trash continually missed, requesting mpu today asap, ty.	1/11 Will monitor and verify recovery. FV Customer did not answer.	RESI	9020003055	1	CURRENT RESIDENT	16 BOWIE RD ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240119-186019949	1/19/2024 11:02 AM	1/22/2024 11:49 AM	Ebonie Erby	Linda Goldsmith (240) 601-4242 called to report an issue. cxsays she is mised often and needs her 2 days a week p/u . called out to driver as a reminder ...ms	called out to driver as a reminder ...ms	RESI	9020003055	1	CURRENT RESIDENT	16 BOWIE RD ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240112-185580941	1/12/2024 9:29 AM	1/25/2024 11:07 AM	Sophia Snow	Christa Hawkins (310) 377-6002 called to report an issue. CXSTATED DOES NOT WANT DRIVERS TO DRIVE AROUND CENTER AND GOI NG FAST AS IT IS CAUSING MARKING ON DRIVEWAY // PLEASE ENSURE WE ARE NOT DRIVING AROUND CENTER PLANTER.	have spoken to drivers and went over plan with new supervisor of the area. asked to monitor so we do not run into any problems with damage to location	RESI	9020003529	1	CURRENT RESIDENT	37 CREST RD W ROLLING HILLS CA	
3.Missed Pick Up	Missed Bulk Service	20240110-185458947	1/10/2024 3:38 PM	1/12/2024 11:48 PM	Kris Adams	(blank)	(blank)	RESI	9020205367	1	MELINDA KIRK	2860 PALOS VERDES DR N ROLLING HILLS CA	3104202732

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	20240120-186062959	1/19/2024 5:54 PM	1/23/2024 11:42 PM	Farwel Felix	(blank)	(blank)	RESI	9020003043	1	BRYAN KAMINE	9 BOWIE RD ROLLING HILLS CA	(310) 534-0611
3.Missed Pick Up	Missed Recycle - Residential	20240110-185420102	1/10/2024 10:59 AM	1/12/2024 11:48 PM	Lisa Brown	(blank)	(blank)	RESI	9020003055	1	CURRENT RESIDENT	16 BOWIE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20240110-185419959	1/10/2024 10:58 AM	1/12/2024 11:48 PM	Lisa Brown	(blank)	(blank)	RESI	9020003055	1	CURRENT RESIDENT	16 BOWIE RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240120-186063009	1/19/2024 5:55 PM	1/23/2024 11:42 PM	Farwel Felix	(blank)	(blank)	RESI	9020003043	1	BRYAN KAMINE	9 BOWIE RD ROLLING HILLS CA	(310) 534-0611

Republic Services - Complaints List

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse	Resolved
1/4/2024	3:20 PM	Trash trucks using driveway for turnaround	[redacted]	8 Wagon Lane	Miguel Ruiz	Miguel Ruiz	1/4/2024	3:25 PM	yes
1/10/2024	8:22 AM	missed trash pickup	[redacted]	7 Southfield Dr.	Miguel Ruiz	Miguel Ruiz	1/10/2024	8:29 AM	yes
1/16/2024	3:00 PM	missed trash pickup	[redacted]	3 Eucalyptus	Miguel Ruiz	Miguel Ruiz	1/16/2024	3:28 PM	yes
1/12/2024	3:26PM	trashtruck dragging bag behind them in her driveway	[redacted]	26 Portuguese Bend Rd	Miguel Ruiz	Miguel Ruiz	1/12/2024	3:35PM	yes
1/12/2024	9:38AM	Oil spill in driveway not resolved	[redacted]	2954 Palos Verdes Dr	Miguel Ruiz	Miguel Ruiz	1/12/2024	4:12PM	yes
1/19/2024	3:11 PM	missed trash pickup	[redacted]	1 Hummingbird Lane	Miguel Ruiz	Miguel Ruiz	1/19/2024	3:46PM	yes
1/22/2024	12:49PM	Missed trash pickup	[redacted]	14 Buggywhip Dr	Miguel Ruiz	Miguel Ruiz	1/22/2024	1:12PM	yes
1/24/2024	1:30PM	missed trash pickup	[redacted]	38 Crest Rd E	Miguel Ruiz	Mihuel Ruiz	1/24/2024	3:15PM	yes
1/26/2024	10:05 AM	trash left on Georgeff after pickup	[redacted]	2 Buckboard Lane	Miguel Ruiz	Miguel Ruiz	1/26/2024	10:53AM	yes
1/26/2024	11:00AM	missed trash pickup	[redacted]	13 Johns Canyon Rd	Miguel Ruiz	Tanasha Malone			yes
1/26/2024	11:30AM	missed trash pickup	[redacted]	38 Crest Rd E	Miguel Ruiz	Tanasha Malone			yes
1/29/2024	9:13 AM	missed trash pickup	[redacted]	1 Sagebrush Lane	Miguel Ruiz	Miguel Ruiz	1/29/2024	9:17AM	yes
1/29/2024	9:17AM	missed trash pickup all last week	[redacted]	20 Crest Rd. E	Miguel Ruiz	Miguel Ruiz	1/29/2024	9:57AM	yes
1/30/2024	8:50 AM	green waste missed on Thursday	[redacted]	36 Portuguese Bend Rd.	Miguel Ruiz	Tanasha Malone			yes
2/1/2024	2:29PM	inconsistent service	[redacted]	87 Crest Rd.	Tanasha Malone	Tanasha Malone	2/2/2024	8:26AM	yes
2/2/2024	9:41AM	missed trash pickup Thursday	[redacted]	17 Caballeros	Tanasha Malone	Miguel Ruiz	2/2/2024	10:13AM	yes
2/5/2024	8:36AM	missed green waste since Thurs	[redacted]	2 Buckboard Lane	Tanasha Malone	Tanasha Malone	2/5/2024	1:40PM	yes
2/5/2024	12:38PM	dri*ver came but didn't pick up green*	[redacted]	2 Buckboard Lane	Tanasha Malone	Tanasha Malone	2/5/2024	1:40PM	yes
2/5/2024	1:40PM	driver skipped house during pickup	[redacted]	24 Georgeff Rd	Tanasha Malone	Tanasha Malone	2/5/2024	1:49PM	yes
2/6/2024	4:30PM	Missed pickup Mondy due to rain	[redacted]	6 Eastfield Dr	Tanasha Malone	Tanasha Malone	2/6/2024		yes
2/7/2024		missed greenwaste pickup due to rain	[redacted]	44 Portuguese Bend Rd	Tanasha Malone	Tanasha Malone	2/7/2024		yes
2/7/2024	9:59AM	pickup missed due to rain	[redacted]	71 Saddleback	Tanasha Malone	Tanasha Malone	2/7/2024		yes
2/7/2024	11:08AM	missed pickup due to rain	[redacted]	18 Chuckwagon	Tanasha Malone	Tanasha Malone	2/7/2024	2:16PM	yes
2/9/2024	9:17AM	missed pickup due to rain	[redacted]	7 Crest Rd E	Tanasha Malone	Tanasha Malone	2/9/2024	10:30AM	yes
2/9/2024	1:30PM	frequently missed pickups/missed trash	[redacted]	62 Eastfield Dr	Tanasha Malone	Tanasha Malone	2/9/2024	3:23PM	yes
2/14/2024	9:50AM	missed green waste and reg waste	[redacted]	9 Reata Lane	Tanasha Malone	Tanasha Malone	2/14/2024	3:27PM	yes
2/14/2024	1:58PM	missed pickup and green waste	[redacted]	18 Chuckwagon Rd	Tanasha Malone	Tanasha Malone	2/24/2024	3:29PM	yes
2/16/2024	8:17AM	green waste missed	[redacted]	44 Portuguese Bend Rd	Tanasha Malone				

Agenda Item No.: 8.F
Mtg. Date: 02/26/2024

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: **ADOPT RESOLUTION NO. 1358 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $12,500 IN THE GENERAL FUND WILDLIFE MANAGEMENT AND PEST CONTROL ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR WILDLIFE SPECIALIST AND CONSULTANT SERVICE FOR A SIX-MONTH TRIAL PERIOD**

DATE: **February 26, 2024**

BACKGROUND:
On January 22, 2024, City staff presented the City Council with the potential of hiring a third-party vendor to assist in Coyote abatement services. Representatives from LACWM were present to provide further information and perspective. The City Council unanimously directed staff to approach responsible vendors regarding a potential six-month temporary program for additional coyote abatement measures in the City.

On February 12, 2024, the City Council voted to enter into a six-month trial for coyote abatement services with Fernando Barrera of Wildlife Specialist and Consultant for an amount not-to-exceed of $12,500.

DISCUSSION:
Fernando Barrera provided coyote management services on the Palos Verdes Peninsula (PVP) through his previous employer, Los Angeles County Agricultural Commissioner/Weights & Measures (LACWM), for a number of years and recently retired. He has started his own privately owned business. Rolling Hills residents are familiar with Fernando and have hired him directly since his retirement.

FISCAL IMPACT:
The allocated budget in FY23/24 for wildlife management and pest control services is not sufficient to cover the additional $12,500 for coyote abatement services, which will be funded from available General Fund Reserves. The use of General Fund Reserves is consistent with City policy.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
ResolutionNo1358_CoyoteMgmtServicesTrial_BudgetAmendment_F.pdf

RESOLUTION NO. 1358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $12,500 IN THE GENERAL FUND WILDLIFE MANAGEMENT AND PEST CONTROL ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR SUPPLEMENTAL COYOTE MANAGEMENT SERVICES WITH WILDLIFE SPECIALIST AND CONSULTANT LLC

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

Section 1. Recitals.

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

B. At the February 12, 2024 City Council meeting, the City Council unanimously voted to direct City staff to execute a professional services agreement with Wildlife Specialist and Consultant, LLC to provide additional coyote management services (education, consultation, abatement, *etc.*) in the City.

Section 2. The sum of twelve thousand and five hundred dollars ($12,500.00) is hereby appropriated to the General Fund Wildlife Management and Pest Control Account from the General Fund Reserves to fund the additional coyote manage services performed by Wildlife Specialist and Consultant LLC as described in Exhibit “A,” attached to this Resolution.

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

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

_____
LEAH MIRSCH
MAYOR

ATTEST:

_____

CHRISTIAN HORVATH
CITY CLERK

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

The foregoing Resolution No. 1358 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $12,500 IN THE GENERAL FUND WILDLIFE MANAGEMENT AND PEST CONTROL ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR SUPPLEMENTAL COYOTE MANAGEMENT SERVICES WITH WILDLIFE SPECIALIST AND CONSULTANT LLC

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
CHRISTIAN HORVATH
CITY CLERK

EXHIBIT A

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 21st day of February, 2024 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and Wildlife Specialist and Consultant, LLC, a California limited liability company ("CONSULTANT.")

1. RECITALS:

A. The CITY desires to contract the CONSULTANT to provide supplemental services related to the coyote management (education, consultation, abatement, *etc.*) the City of Rolling Hills.

B. The CITY currently contract with the Los Angeles County Agricultural Commissioner/Weights & Measures for pay-as-you-go pest control services in the City.

C. Due to the ever increasing and pernicious coyote problem in the City, supplemental services are needed.

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

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

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

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY services pertaining to coyote management in the City as set forth in the attached Exhibit A. (collectively referred to as "SERVICES").

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

3. COST

The CITY agrees to pay CONSULTANT for all the work contemplated by this AGREEMENT an amount not to exceed twelve thousand and five hundred dollars ($12,5000).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. Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

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

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

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

7. PERFORMANCE TO SATISFACTION OF CITY

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

8. COMPLIANCE WITH LAW

All SERVICES rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal Law. 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 to six months after the effective date unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon notice from the City.

12. TERMINATION

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

13. ASSIGNABILITY

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

14. AMENDMENT

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

15. NON-SOLICITATION CLAUSE

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

16. INDEMNITY

CONSULTANT shall indemnify and save harmless CITY, its elected and appointed officers and employees from all claims, damages, suits, cost or actions of every name, kind or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of CONSULTANT, 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
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

CONSULTANT: Wildlife Specialist and Consultant
3362 W. 152nd Street
Gardena, CA 90249
Attn: Fernando Barrera, Specialist
coyotespecialist@gmail.com

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.

Exhibit A

Scope of Work and Cost

CONSULTANT shall provide expert coyote management services in the City at the costs for the services consistent with the proposal submitted to the CITY which is attached and incorporated hereto as Attachment 1.

Prior to commencing any work in the City, CONSULTANT shall receive authorization from the City Manager or her designee. CONSULTANT acknowledges that the CITY also has an agreement for pest control services with the Los Angeles County Agricultural Commissioner/Weights & Measures (LACWM). The CITY reserves the right to utilize LACWM when deemed necessary. The CITY acknowledges that CONSULTANT may be hired/contracted out by private property owners in the City on separate and distinct terms from this Agreement.

While CONSULTANT's SERVICES contemplate interaction and communication with individual CITY residents, the CITY retains the sole and complete authority to direct CONSULTANT's SERVICES under this AGREEMENT. CONSULTANT acknowledges and agrees that CONSULTANT shall only the various service contemplated by this Agreement upon the explicit approval from the City Manager or her designee.

CONSULTANT shall only implement trapping services under this Agreement when there is demonstrated, credible evidence that a coyote has attacked any City resident or demonstrated aggressive behavior such that, in the professional opinion of CONSULTANT, the coyote poses a threat to the general public safety in the City. The CITY shall rely upon CONSULTANT's knowledge, expertise and experience to determine when trapping services are required.

Further, CONSULTANT shall maintain records of all coyote management activities in the City, including the results of any trapping services. CONSULTANT shall also request the permission from any CITY resident or property for which CONSULTANT performs coyote management services for in the City to disclose the results of his services so that the CITY can fully understand the impacts of the coyote issue in the City and the effectiveness of CONSULTANT.

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

CITY OF ROLLING HILLS

CITY MANAGER

Karina Bañales

DATE: 2/21/2024

CONSULTANT

Fernando Barrera

DATE: 2-21-2024

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN, CITY ATTORNEY

Attachment 1

Wildlife Specialist and Consultant LLC

coyotespecialist@gmail.com
Wildlife Specialist Fernando Barrera
State Licensed Trapper - ID #65387
(424) 247-6373

Expert coyote management services available in your community.

- Education for safe coexistence with urban wildlife
- Preventative home assessment to minimize wildlife issues
- Aggressive coyote and/or wildlife assessment
- Control, abatement, and removal of deemed aggressive wildlife

Fernando Barrera, is a State Licensed Trapper and former Wildlife Specialist for Los Angeles County, with over thirty years of service working for County of Los Angeles Agricultural Commissioner/Weights and Measure Department - Integrated Pest Management program and Pest Detection program. He has serviced the LA County area for coyote prevention, education, control, and trapping including four years of service as a Wildlife Specialist for the Palos Verdes Peninsula; cities of Rolling Hills, Rolling Hills Estates, Rancho Palos Verdes, and Palos Verdes Estates. Specialist Fernando Barrera is knowledgeable of the Palos Verdes Peninsula area terrain, coyote issues, and the pest management needs of the Palos Verde Peninsula communities.

As Wildlife Specialist, Fernando Barrera participated in the University of California Agriculture and Natural Resources (UCANR) Hazing Study, in which 20 coyotes were trapped and controlled, while doctors equipped them with GPS collars. The coyotes where then released for UC research on their roaming behaviors. Fernando Barrera also participated in training Orange County and Los Angeles cities and state government agencies in wildlife trapping. Through these varied experiences in wildlife and pest management, he has developed a deep understanding of the coyote conflict and need for successful coexistence. Wildlife Specialist and Consultant brings expert services and balance to your residential and urban areas.

Coyotes are here to stay and therefore an ongoing concern for cities and their residents. With pets nearby and the increasing supplies of food, water, and shelter available; the coyote populations are consistently increasing in urban areas. This reality requires an ongoing need for education, and coyote management programs throughout urban areas, in order to safely coexist with urban wildlife.

Wildlife Specialist and Consultation LLC (WSC) offers a broad scale program to address education, prevention, control, and removal of coyote and other wildlife issues. For successful coexistence, WSC believes that responsible homeowners and residential education is an integral part of the coyote management plan. With the increasing numbers of coyotes aggressive and/or unfearful of humans, trapping and abatement of those and other aggressive wildlife, are needed for the protection of human life and safety.

WSC offers consultations for residential properties and urban areas. Consultations evaluate if there are any potential risk, property hazards attracting wildlife to correct, and/or residential behavior contributing to the wildlife issues. Consultations will also determine if there is an aggressive animal situation in the area, resulting in the need for immediate trapping.

WSC provides professional trapping, abatement and removal services for aggressive wildlife and wildlife issues. Traps are set at or near occurrences, in safe locations. WSC uses humane live traps. These traps are monitored and checked daily, in ordinance with the California Department of Fish and Wildlife. All materials are provided, maintained, and removed by WSC. All labor is provided through WSC.

Our mission is protecting your neighborhoods and providing education for coexistence with urban wildlife.

Fees for services provided are as follow:

- Consultation $150.00/hour (assessment for coyote disturbances at residence)
- Educational $200.00/hour (community meetings at city hall, school, or homeowner association etc.)
- Trapping 1 week (5 days) $1000.00
- Trapping 2 week (10 days) $2000.00
- Long term trapping schedules available per request if necessary.

We look forward to providing our services in your community.

Thank you,

Wildlife Specialist and Consultant LLC
Fernando Barrera
(424) 247-6373

Wildlife Specialist and Consultant LLC
coyotespecialist@gmail.com
Specialist Fernando Barrera
State Licensed Trapper - ID #65387
(424) 247-6373

Professional Service Proposal for November 2023

Between: Wildlife Specialist and Consultant (WSC) and the City of Rolling Hills.

Coyote Management through preventative coexistence, trapping, abatement, and removal.
Consultation and Educational Service Fees:

- Consultation $150.00 (per hour)
    - Assessment for coyote disturbances at residence
    - Consultation fee (within 15 days is included in trapping costs when trapping at that location is needed)
- Educational $200.00 (per hour)
    - Community meetings at city hall, school, or homeowner association etc.

Trapping Services Fees:

- Trapping 1 week (5 days) $1000.00
- Trapping 2 week (10 days) $2000.00
- Long term trapping schedules available per request if necessary

WSC uses humane live traps that are monitored and checked daily, in ordinance with the California Department of Fish and Wildlife. All materials are provided, maintained, and removed by WSC. All labor is provided by WSC. Traps are placed safely in locations at or near occurrences and other tactical locations. Trapping outcomes are not guaranteed per each trapping session. However, our specialist is highly successful in trapping of problem and aggressive coyotes. Consultations, educational meetings, trapping services are billed each month for services contracted and provided. Checks payable to Wildlife Specialist and Consultant LLC.

City of Rolling Hills

Name_____ Title: _____

Signature: _____ Date: _____

Wildlife Specialist and Consultant LLC

Name_____ Title: _____

Signature: _____ Date: _____

Administration office: 3362 W. 152nd Street, Gardena, CA 90249

Agenda Item No.: 8.G
Mtg. Date: 02/26/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR A ONE-YEAR EXTENSION FOR CODE ENFORCEMENT SERVICES

DATE: February 26, 2024

BACKGROUND:
On January 9, 2023, the City Council considered an item to execute a Professional Services Agreement with 4LEAF, Inc. (4LEAF) for code enforcement services. Mr. Pete Roque was in attendance to represent 4LEAF. After discussing the matter, the Council directed staff to work with 4LEAF for a better rate than the $105 per hour proposed and to focus on identifying dead trees and vegetation.

On January 23, 2023, the City Council considered a revised proposal by 4LEAF at a rate of $95 per hour. The $10 per hour difference compared to the original amount equated to a $8,320 savings over the course of a year, considering a schedule of 16 hours per week, 52 weeks per year. This amounts to a not-to-exceed amount of $79,040 for a one-year term. Ultimately, the City Council voted to bring the not-to-exceed amount down by $20,000, or $59,040, resulting in a reduced schedule of 12 hours per week. 4LEAF agreed to the amendment, and the contract was executed.

4LEAF has been providing code enforcement services for the City since January 31, 2023. The Code Enforcement Division is continuing to use iWorQ to generate quarterly updates and track code enforcement and fire fuel abatement cases.

DISCUSSION:
The original agreement became effective for one year but allowed the City to have the option to extend for two one-year terms provided 4LEAF is given notice. 4LEAF has been contacted about the City's desire to continue services and agrees with the extension. Staff will continue to evaluate current services provided by 4LEAF. This evening, staff seeks City Council approval to memorialize the one-year extension with 4LEAF.

FISCAL IMPACT:

There are sufficient funds budgeted for FY23/24 in the General Fund to cover the continued code enforcement services. To date, the city has spent $36,242.50 on 4LEAF since inception.

RECOMMENDATION:
Approve a first amendment to the Agreement with 4LEAF, Inc. for code enforcement services.

ATTACHMENTS:
CA_AGR_240226_PSA_Amendment01_4LEAF_signed.pdf
CA_AGR_230123_4Leaf_OnCall_CE_ContractServices_E.pdf

First Amendment to Code Enforcement Services

This First Amendment to the Agreement for Code Enforcement Services ("First Amendment") is made and entered into this 26th day of February 2024 by and between the City of Rolling Hills, a municipal corporation ("City"), and 4Leaf, Inc. a California Corporation ("Consultant").

BACKGROUND

A. On January 23, 2023, the City and Consultant entered into an Agreement for Consultant to provide code enforcement services in the City ("Agreement").

B. The City and Consultant desire to amend the Agreement to extend the term of the Agreement to January 22, 2025 ("First Amendment").

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

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

1. Paragraph 2.0 (Term of Agreement) of the Agreement is hereby amended to read as follows:

   "2.0. <u>Term of Agreement</u>. The term of this Agreement shall commence on January 23, 2024 and terminate on January 22, 2025 unless extended by mutual agreement of the parties. Further, the City shall have the option to extend this Agreement for two, one-year terms provided that the City gives Consultant notice of the extension prior to the end date of the Agreement."

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

(Signatures on following page)

CITY
City of Rolling Hills

By: _____
Karina Bañales, City Manager

Attest:

By: _____
Christian Horvath, City Clerk

CONSULTANT
4Leaf, Inc.

By: _____
Kevin Duggan, President

AGREEMENT FOR PROFESSIONAL SERVICES

CODE ENFORCEMENT SERVICES

This Agreement is made and entered into by and between the City of Rolling Hills (hereinafter referred to as the "City"), and 4Leaf, Inc. a California Corporation (hereinafter referred to as "Consultant").

RECITALS

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

B. The City desires to contract for consulting services for certain projects relating to code enforcement.

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

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective upon execution by both parties and will remain in effect for a period of one year from said date. At its sole discretion, the City shall have the option to extend this Agreement for two, one-year terms provided that the City gives Consultant notice of the extension prior to the end date of the Agreement. This Agreement may also be expressly extended and agreed to by both parties or terminated by either party as provided herein.

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

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit B, the Scope of Work's fee and cost schedule for the services attached to and made part of this Agreement subject to a do not exceed amount in the amount of $59,040/year. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee. Further, in the event that staff provided to the City from Consultant changes twice in any six month period (*i.e.,* a third new staff member from Consultant is assigned

to the City within a six month period), Consultant shall provide this staff member to the City for 32 hours without any cost to the City so that the City can properly on-board and train this new staff member.

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

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

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

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

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

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

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

under this Agreement may be withheld to off-set anticipated damages.

7.0 INSURANCE.

7.1 Without limiting Consultant's obligations arising under paragraph 8 - Indemnity, Consultant shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover Consultant, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

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

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

7.1.3 Worker's Compensation Insurance for all Consultant's employees to the extent required by the State of California. Consultant shall similarly require all authorized subcontractors pursuant to this Agreement to provide such compensation insurance for their respective employees.

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

7.2 Deductibility Limits for policies referred to in subparagraphs 7.1.1 and 7.1.2 shall not exceed $5,000 per occurrence.

7.3 Additional Insured. City of Rolling Hills, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs 7.1.1 and 7.1.2.

7.4 Primary Insurance. The insurance required in subparagraphs 7.1.1 and 7.1.2 shall be primary and not excess coverage.

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

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

9.0 GENERAL TERMS AND CONDITIONS.

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

9.2 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

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

9.4 Independent Contractor. Consultant is an independent contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to

create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

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

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

9.6 Legal Construction.

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

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

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

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

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

9.8 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of

the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants, and agents for the accuracy and competency of the information provided or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants, and agents.

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

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

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

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

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

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

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

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

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

CITY:	CONSULTANT:
Elaine Jeng, P.E.	4Leaf, Inc.
City Manager	Attn: Pete Roque
2 Portuguese Bend Road	5140 Birch Street, Second Floor
Rolling Hills, CA 90274	Newport Beach, CA 92660
TEL (310) 377-1521	TEL (949) 887-9432

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

11.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials EJ
Consultant Initials m

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

City Initials BJ
Consultant Initials _____

This Agreement is executed on January __, 2023, at City of Rolling Hills, California.

CITY OF ROLLING HILLS:

Elaine Jeng, P.E., City Manager

CONSULTANT:

Pete Roque, Director of Code Enforcement

ATTEST:

Christian Horvath, City Clerk

APPROVED AS TO FORM:

Patrick Donegan, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Overview

The project shall consist of Consultant's staff coordinating with the City of Rolling Hills Community and Planning Department to provide Code Compliance staff to the City. Pete Roque shall be the Project Manager and is fully responsible for seeing that the project is completed in compliance with the provisions of the agreement. Consultant shall use best efforts to provide the same Code Compliance staff to the City to ensure operational consistency. In the event that Code Compliance staff provided to the City changes for a second time in any one year period (*i.e.,* Consultant provides a third different staff member to the City for code compliance work), Consultant shall provide the City a written memorandum explaining the circumstances resulting in the staff turnover and provide an action plan to the City that will be employed to ensure staffing consistency to the City.

2. Scope of Work

A. Consultant's staff shall conduct all inspections and re-inspections of single family and multi-family properties and public facility properties and will identify and enforce all violations of City's municipal code, ordinances, laws, and all applicable statutes. Personnel shall issue notifications, letters, citations and warrants when necessary to achieve compliance. Staff will be required to document all complaints received, inspections conducted through photos, notes, and correspondences.

B. In addition to the services mentioned above, Consultant will provide the following services to the City (this is not intended to be a comprehensive list):

   i. Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
   ii. Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
   iii. Prepare notices of violation for non-compliance according to applicable codes and regulations.
   iv. Prepare reports for cases requiring legal action or civil abatement.
   v. When required, meet with legal counsel and provide testimony on criminal cases.
   vi. Maintain records of complaints, inspections, violation notices, and other field enforcement activities.
   vii. Coordinate with City departments on cases as they relate to code enforcement.

EXHIBIT B

FEE AND COST SCHEDULE

Task	Cost
Code Enforcement Officer	$95.00/hour

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.A
Mtg. Date: 02/26/2024

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **FISCAL YEAR 2023/24 MID-YEAR REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2023**

DATE: **February 26, 2024**

BACKGROUND:
Each quarter, City staff prepares a report on the status of revenues and expenditures versus budgeted amounts. The purpose of the report and related analysis is to evaluate the progress of expenditures throughout the year to identify any unusual trends that may require action to mitigate or address the fiscal impacts.

Most of the focus is on the General Fund, the City's primary and largest operating fund. However, this report also includes most of the restricted funds and the Refuse Fund.

With six months of activity now in place, the mid-year report is important since it is the first real opportunity to determine how the City's revenues and expenditures are performing relative to their respective budgeted amounts.

The mid-year report is also important as it provides useful information as the City begins to develop the budget for the next fiscal year.

DISCUSSION:
Please refer to Attachment 1 for a detailed written analysis of the status of revenues and expenditures for the General Fund and restricted funds. Attachments 2 through 5 present the financial status of all funds through mid-year. Attachment 6 provides a summary of budget amendments from July 1, 2023, through December 31, 2023.

FISCAL IMPACT:
None

RECOMMENDATION:
Receive and accept the mid-year report for the six months ended December 31, 2023.

ATTACHMENTS:

Attachment 1 - CL_AGN_240226_FY2023-24_Mid-YearReview.pdf
Attachment 2 - CL_AGN_240226_GFRevenuesThru12-31-23.pdf
Attachment 3 - CL_AGN_240226_CC_GFExpendituresbyDepartmentThru12-31-23.pdf
Attachment 4 - CL_AGN_240226_CC_GFExpenditureDetailsbyAccountThru12-31-23.pdf
Attachment 5 - CL_AGN_240226_RevenuesAndExpendituresThru12-31-23 - Other Funds.pdf
Attachment 6 - CL_AGN_240226_SummaryOfBudgetAmendmentsThru12-31-23_General Fund.pdf

CITY OF ROLLING HILLS
Fiscal Year 2023/2024
Mid-Year Review
(Six Months Ended December 31, 2023)

OVERVIEW

The analysis below provides a comparison of actual revenues and expenditures to the amended budget through the six months ended December 31, 2023. Although there are still another six months left in the fiscal year and the current trends can change, it is still a valuable exercise to go through to identify any unexpected trends, both favorable and unfavorable, that may affect the year-end results and, thus, the expectations reflected in the amended budget.

The largest and most important fund is the General Fund, which is where the traditional and ongoing services provided to the community are accounted for, including public safety, building/planning, emergency preparedness, and city administration.

However, the City has a number of other funds that account for other important activities, programs, and services. Most of these funds account for monies that are restricted to a specific purpose and, therefore, are required to be accounted for separately. The City also accounts for large capital projects separately, including projects funded from federal and state grants. Lastly, the City provides refuse collection and disposal services by contract. This operation is accounted for in an enterprise fund.

Each of the City's funds are discussed below in the context of the mid-year review.

GENERAL FUND

General Fund Revenues

A summary of General Fund revenues is provided in the table below, which shows that the adopted fiscal year 2023/24 revenues total $2,762,294. Staff has added a column for the "pro-rated" budget through December 31, 2023, which represents 50% (6 out of 12 months) of the annual budget to enable a more meaningful comparison to revenues realized through half of the fiscal year. The only exception is property taxes, which do not come in evenly throughout the year. Over the last three fiscal years, revenues through mid-year averaged 44.1% of the annual total realized. As such, the pro-rated budget has been "seasonally adjusted" by using 44.1% of the adopted budget to compare to actuals through December 31, 2023.

Through December 31, 2023, revenues from all sources totaled $1,171,520, resulting in an unfavorable variance of $121,348. An analysis of each key revenue is provided below.

CITY OF ROLLING HILLS
Budget Vs Actual Through December 31, 2023
General Fund Revenues

	Adopted Budget	Pro-Rata Budget		Actuals Thru 12/31/23	Variance Fav (Unfav)
401 Property Taxes	$ 1,496,250	$ 659,846	*	$ 641,750	$ (18,096)
405 Sales Taxes	13,905	6,953		5,000	(1,953)
410 Property Transfer Tax	56,222	28,111		31,782	3,671
415 Other Taxes	1,000	500		-	(500)
420 Motor Vehicle In Lieu	269,267	134,634		136,187	1,553
440 Building & Other Permits	600,000	300,000		183,705	(116,295)
441 C&D Permits	5,600	2,800		5,200	2,400
450 Variance, Planning & Zoning	67,000	33,500		12,542	(20,958)
455 Animal Control Fees	150	75		289	214
460 Franchise Fees	13,000	6,500		4,615	(1,885)
480 Fines & Traffic Violations	3,500	1,750		2,019	269
482 Cost Recoivery - Publications	7,200	3,600		750	(2,850)
600 RHCA Lease Revenue	69,000	34,500		34,496	(5)
650 Public Safety Aug Fund	1,200	600		620	20
670 Interest on Investments	110,000	55,000		72,130	17,130
671 PARS Earnings	20,000	10,000		22,880	12,880
675 Miscellaneous Revenue	5,000	2,500		5,556	3,056
699 Transfers In - Refuse Fund	24,000	12,000		12,000	-
TOTALS	**$ 2,762,294**	**$ 1,292,868**		**$ 1,171,520**	**$ (121,348)**

* Seasonally adjusted budget at 12/31/2023

Property Taxes. By far, the largest General Fund revenue is from property taxes, representing 54% of total adopted revenues. At mid-year, property tax revenues totaled $641,750. This is $18,096, below the seasonally adjusted budget of $659,846. This unfavorable variance is likely due to the fact that the adopted revenue budget was built upon an estimate of fiscal year 2022/23 revenues, which, in the end, came in below the year-end projection. Thus, the revenue budget for property taxes may be slightly high, and we may end the fiscal year slightly below budget even though the projected growth of 5% may be realized.

It is important to note, however, that there are a couple of headwinds that could impact the year-end results, both of which are tied to the impact of higher interest rates. Starting in March of 2022, the Federal Reserve made its first of eleven increases to short-term interest rates over a sixteen-month period totaling 5.25%. This is the sharpest increase in rates since the 1980s, affecting mortgage and other borrowing rates.

One of the effects of higher interest rates was the dramatic decline in home sales. For Los Angeles County, the decline was nearly 40%. In terms of its impact on property taxes, one of the immediate impacts is on supplemental tax revenues that may come in this fiscal year. Supplemental taxes are assessed when real estate is sold after the levy date in January. The assessed value of the property sold is reassessed to the sales price, which almost always exceeds the Proposition 13 assessed value. This results in a supplemental tax bill that is paid by the new owner. The more sales volume that occurs, the greater the overall supplemental taxes that are

collected and allocated to local jurisdictions. Generally speaking, most of the supplemental taxes are received by the City in the second half of the fiscal year. However, the City has collected $10,435 through December 31, 2023, which is $2,448 (19%) below prior year revenues through the first half of the year. In total, the City received approximately $39,000 in supplemental taxes last fiscal year, so a 19% decline for the year, if the current trend holds, would amount to roughly $7,400.

The long-term impact, which affects growth in property taxes starting next fiscal year, is on the overall increase in assessed values, which drives the growth in property taxes received by the City. When properties are sold, the County reassesses the property to the market value represented by the sales price. Oftentimes, particularly in older communities, the increase in assessed value is substantial. Going forward, the annual property taxes are much higher as a result. When sales volumes are high, as they were prior to the recent rate hikes, this drives property tax growth well beyond the annual 2% CPI increases to assessed values established by Proposition 13. Over the last decade, the reassessment of properties sold generated an additional 3-4% of growth for an overall growth of 5-6%. However, with the sharp decline in sales, the City can expect to see a more muted growth starting next fiscal year – probably in the 3% to 3.5% range.

Real Property Transfer Tax (RPTT). The significant decline in home sales caused by rising interest rates has more directly affected RPPT revenues. Because the RPTT is assessed at the time a home is sold or otherwise changes title, a decline in home sales will directly and immediately affect RPPT revenues, which are received monthly.

RPTT peaked in fiscal year 2021 at approximately $133,000 but has declined since then, as evidenced by the current year's budget of $56,222. Through mid-year, revenues are at $31,782, slightly ahead of the pro-rated budget, suggesting that revenues may have stabilized.

Building and Other Permits. Revenues from this category are the General Fund's second-largest revenue, with budgeted revenues of $600,000. Last fiscal year, revenues hit a 4-year high of approximately $640,000, driven by increasing building activity buoyed by favorable interest rates. However, as with property taxes and real property transfer taxes, increases in interest rates tend to affect building/development activity due to the increased costs of borrowing. We did not see the expected impact on building revenues last fiscal year; however, we have seen a slight slowdown through the first half of the current fiscal year. At December 31, 2023, Building and Other Permit revenues were $183,705 versus a pro-rated budget of $300,000. However, because the remittances from the County are usually sixty days behind, the revenues through mid-year only reflect five months of revenues. Extrapolating for six months, revenues would be approximately $225,000, which is still below expectations. In fiscal year 2022/23, a total of 155 permits were issued by the County on our behalf. This year, through December 31, 2023, only 60 permits have been issued, which equates to 120 for the entire fiscal year. We will continue to monitor these revenues over the next few months to see if this unfavorable trend continues.

Interest on Investments. Excluding the funds held in the Section 115 Pension Trust, interest revenues through mid-year totaled $72,130 versus the pro-rated budget of $55,000. Revenues have been higher in the last two years for two reasons. First and foremost, over $1M has been shifted from Local Agency Investment Fund (LAIF) to CDs to capitalize on higher interest rates offered in the 3-month to 9-month window. The investment market is in an unusual place, such that interest rates on the short end have been higher than the long end (referred to as an inverse yield curve). As a result, staff has moved more money into short-term CDs, and has yielded higher earnings. The second reason is that, generally, interest rates have increased after more than a decade of historically low-interest rates.

General Fund Expenditures

The originally adopted budget for fiscal year 2023/24 totaled $2,805,457, which included $250,000 in capital transfers, leaving an operating budget of $2,555,457. The amended budget includes appropriation carryovers and budget amendments approved between July 1 and December 31, 2023, totals $3,741,990.

Excluding capital transfers, expenditures through December 31, 2023, totaled $1,173,660, resulting in a favorable variance of $161,213. A discussion of the key variances at the department level is provided below.

CITY OF ROLLING HILLS
General Fund Expenditures by Department
Budget Vs. Actual
Six Months Ended December 31, 2023

Department	Adopted Budget	Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Favorable (Unfav)
City Administrator	$ 957,138	$ 1,063,827	$ 531,914	$ 378,401	$ 153,513
Finance	154,400	154,400	77,200	66,833	10,367
Planning & Development	858,801	858,801	429,401	408,493	20,908
Public Safety	270,000	270,000	135,000	127,671	7,329
Non-Departmental	134,018	141,618	70,809	110,772	(39,963)
City Properties	181,100	181,100	90,550	81,492	9,058
Total Operations	**2,555,457**	**2,669,746**	**1,334,873**	**1,173,660**	**161,213**
Transfers Out	250,000	1,072,244	536,122	233,355	302,767
GENERAL FUND TOTALS	**$ 2,805,457**	**$ 3,741,990**	**$ 1,870,995**	**$ 1,407,015**	**$ 463,980**

- **City Administrator/Manager Department**

  The $153,513 favorable variance was the result of underspending in three areas: (1) Approximately $93,000 is attributable to salary and benefit savings from staff vacancies.

During the first half of the fiscal year, there were vacancies in 3 of the 4 positions accounted for in the City Manager's Department; (2) Consulting fees (account 890) were approximately $21,000 below budget. This account includes project management costs performed by contract. Because most of the work is tied to capital projects accounted for in the Capital Improvement Fund (40), the costs have been charged directly to those projects rather than to this account. As a result, we expect to see savings in this account throughout the fiscal year; and (3) the work performed by a contractor to digitize City records, captured in account 891 have not been billed as of December 31, 2023, resulting in a budgeted variance of almost $21,000.

- **Planning Department**

Overall, expenditures are fairly in line with expectations, with only a $20,908 favorable variance through the first half of the fiscal year. However, at the line-item account level, there are a few notable variances worthy of discussion.

The table below presents four accounts within the Planning Department with favorable and unfavorable variances.

	Department/Object Account	Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Fav (Unfrav)
872	Property Development-Legal Exp	50,000	25,000	11,427	13,573
875	Willdan Building	30,000	15,000	26,180	(11,180)
878	Build Inspect. LA County	250,000	125,000	99,611	25,389
881	Storm Water Management	84,100	42,050	76,920	(34,870)

Property Development – Legal Expenses (872) account for amounts paid to the City's contracted attorney for any support associated with planning. The need for legal support varies from year to year and month to month. Thus, a variance from budget during the year is not unusual.

Willdan Building (875) and Building Inspection L.A. County (878) both account for the cost of building and plan check services provided by contract. Most applicants utilize the County Public Works Department for building services. A smaller number utilize Willdan Engineering Group who provides expedited, but more expensive, services. We have seen more applicants utilizing Willdan recently versus the County, which explains the higher costs associated with account 875 and lower costs with LA County relative to budgetary expectations.

Stormwater Management (881) accounts for costs incurred to reduce stormwater runoff and pollutants reaching the ocean. Many costs incurred by the City are charged to the Measure W Fund, for which revenues from the Clean Water Act are accounted. However, there are limits to how much can be charged, and the final allocation of costs cannot be done until the

end of the year. As such, some of the costs that may ultimately be allocated to the Measure W Fund are charged in their entirety into the General Fund initially, which largely explains the overage thus far.

- **Non-Departmental**

The "Non-Departmental" department accounts for costs that do not fit into a traditional department and generally are of a Citywide nature. The table below shows the accounts that are included within this department and the status of expenditures relative to budget at December 31, 2023.

As shown below, there are two accounts that have unfavorable variances. The first is Insurance & Bond Expense. The unfavorable variance is simply a timing variance due to the fact that premiums are paid in July of each year. Similarly, the unfavorable variance in Emergency Preparedness is due to most of the costs paid to the Palos Verdes Peninsula Land Conservancy during the first half of the fiscal year.

Department/Object Account	Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Fav (Unfrav)
65 - NON-DEPARTMENTAL				
895 Insurance & Bond Expense	37,018	18,509	40,265	(21,756)
901 South Bay Comm. Organization	17,600	8,800	5,321	3,479
915 Community Recognition	10,000	5,000	7,599	(2,599)
917 Emergency Preparedness	77,000	38,500	57,587	(19,087)
Total Non-Departmental	**141,618**	**70,809**	**110,772**	**(39,963)**

RESTRICTED FUNDS

Transit/Transportation Funds

The City receives revenues, primarily from the County, that are restricted for specific purposes. These include the allocation of special sales tax measures approved by Los Angeles County voters over the last several decades that are restricted to transit and transportation programs and projects. The measures include Proposition A, Proposition C, Measure R, and Measure M. Since the City of Rolling Hills does not own and operate a transit system and, in fact, has no transit service provided within the City limits, nor does the City own and maintain any public roads, the funds received pursuant to the four tax measures are either gifted to other agencies or exchanged for unrestricted monies with other agencies that can utilize the funds in accordance with their intended uses.

Revenues received within these transit/transportation funds through December 31, 2023, are generally in line with budgeted expectations.

Citizens Option for Public Safety (COPS) Fund

The City also maintains a COPs Fund for monies received from the County's Supplemental Law Enforcement Services Fund, created in 2009 through an increase statewide to vehicle license fees. The revenues can only be used for supplemental law enforcement services.

Total revenues through December 31 are $168,911 versus the budget of $165,000. Revenues are normally received in their entirety by mid-year. However, allocated costs for supplemental law enforcement services totaled $53,804 at mid-year due to delayed billings from LA County.

Measure W Fund

The City receives an allocation of the countywide special parcel tax pursuant to Measure W (Safe, Clean Water Act) for parcels located within the Los Angeles County Flood Control District. These revenues are intended for storm water recycling and water quality improvement projects and programs. The City receives a single payment each year for the full annual allocation. In January 2024, the City received approximately $103,765, which is very close to the $105,000 budget.

ENTERPRISE FUND

Refuse Fund

The Refuse Fund is the City's only enterprise fund. Enterprise funds are typically used to account for utilities owned and operated by governments, such as water, wastewater, electricity, and refuse, and other operations that are similar to those provided by the private sector, such as airports and golf courses.

The Refuse Fund accounts for the contracted waste collection and disposal for all City of Rolling Hills residents. The fees charged to City residents are processed as a "Direct Assessment" through the County Assessor's Office, which means the annual total is added to the property tax bill sent to property owners by the County and is payable in two installments. Thus, the payments the City receives from the County for refuse services coincide with the payments we receive for regular property taxes.

After several years of subsidized rates via the General Fund, rates for refuse services were calculated to fully recover the contracted cost of services, which will total approximately $981,000 for this fiscal year. Through mid-year, half of the costs have been incurred. Revenues, budgeted at $1,005,336, are intended to cover the $981,000 to be paid to the refuse contractor

and $24,000 paid by the General Fund for administrative support. Through mid-year, revenues are $424,905, slightly below the pro-rated budget. However, since revenues in the second half of the year are typically higher than the first half, revenues should be in line with budget by fiscal year end.

CITY OF ROLLING HILLS
Budget Vs Actual Through December 31, 2023
General Fund Revenues

		Adopted Budget	Pro-Rata Budget		Actuals Thru 12/31/23	Variance Favorable (Unfavorable)
401	Property Taxes	$ 1,496,250	$ 659,846	*	$ 641,750	$ (18,096)
405	Sales Taxes	13,905	6,953		5,000	(1,953)
410	Property Transfer Tax	56,222	28,111		31,782	3,671
415	Other Taxes	1,000	500		-	(500)
420	Motor Vehicle In Lieu	269,267	134,634		136,187	1,553
440	Building & Other Permits	600,000	300,000		183,705	(116,295)
441	C&D Permits	5,600	2,800		5,200	2,400
450	Variance, Planning & Zoning	67,000	33,500		12,542	(20,958)
455	Animal Control Fees	150	75		289	214
460	Franchise Fees	13,000	6,500		4,615	(1,885)
480	Fines & Traffic Violations	3,500	1,750		2,019	269
482	Cost Recoivery - Publications	7,200	3,600		750	(2,850)
600	RHCA Lease Revenue	69,000	34,500		34,496	(5)
650	Public Safety Aug Fund	1,200	600		620	20
670	Interest on Investments	110,000	55,000		72,130	17,130
671	PARS Earnings	20,000	10,000		22,880	12,880
675	Miscellaneous Revenue	5,000	2,500		5,556	3,056
699	Transfers In - Refuse Fund	24,000	12,000		12,000	-
	TOTALS	**$ 2,762,294**	**$ 1,292,868**		**$ 1,171,520**	**$ (121,348)**

* Seasonally adjusted budget at 12/31/2023

CITY OF ROLLING HILLS
General Fund Expenditures by Department
Budget Vs. Actual
Six Months Ended December 31, 2023

Department	Adopted Budget	Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Favorable (Unfav)
City Administrator	$ 957,138	$ 1,063,827	$ 531,914	$ 378,401	$ 153,513
Finance	154,400	154,400	77,200	66,833	10,367
Planning & Development	858,801	858,801	429,401	408,493	20,908
Public Safety	270,000	270,000	135,000	127,671	7,329
Non-Departmental	134,018	141,618	70,809	110,772	(39,963)
City Properties	181,100	181,100	90,550	81,492	9,058
Total Operations	**2,555,457**	**2,669,746**	**1,334,873**	**1,173,660**	**161,213**
Capital Transfers	250,000	1,072,244	536,122	233,355	302,767
GENERAL FUND TOTALS	**$ 2,805,457**	**$ 3,741,990**	**$ 1,870,995**	**$ 1,407,015**	**$ 463,980**

CITY OF ROLLING HILLS
GENERAL FUND EXPENDITURES
Six Months Ended Decemebr 31, 2023

	Department/Object Account	Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Favorable (Unfav)
01 - CITY ADMINISTRATOR					
702	Salaries -Full Time	$ 505,294	$ 252,647	$ 201,371	$ 51,276
705	Temporary Salaries	7,000	3,500	6,216	(2,716)
710	Retirement CalPERS-Employer	46,935	23,468	5,327	18,140
715	Workers Compensation Insurance	9,100	4,550	4,550	0
716	Group Insurance	72,907	36,454	24,943	11,510
717	Retiree Medical	37,500	18,750	14,916	3,834
718	Employer Payroll Taxes	39,401	19,701	14,141	5,560
719	Deferred Compensation	4,718	2,359	203	2,156
720	Auto Allowance	4,800	2,400	155	2,245
721	Phone Allowance	2,520	1,260	454	806
740	Office Supplies	13,000	6,500	4,452	2,048
745	Equipment Leasing Costs	11,000	5,500	2,590	2,910
750	Dues & Subscriptions	14,240	7,120	3,700	3,420
755	Conference Expense	1,873	937	3,602	(2,666)
757	Meetings Expense	2,000	1,000	761	239
759	Training & Education	5,000	2,500	-	2,500
761	Auto Mileage	500	250	186	64
765	Postage	21,000	10,500	3,581	6,919
775	City Council Expense	5,000	2,500	3,921	(1,421)
776	Miscellaneous Expenses	4,750	2,375	1,299	1,076
780	Comm./Newsletters & Outreach	5,000	2,500	-	2,500
785	Codification	3,000	1,500	-	1,500
790	Advertising	2,400	1,200	1,401	(201)
795	Other Gen Admin Expense	2,500	1,250	1,385	(135)
801	City Attorney	90,000	45,000	25,270	19,730
802	Legal Expense - Other	3,000	1,500	24,278	(22,778)
820	Website	6,000	3,000	58	2,942
890	Consulting Fees	101,895	50,948	29,640	21,308
891	Records Management	41,494	20,747	-	20,747
	Total City Administrator	**1,063,827**	**531,914**	**378,401**	**153,513**

CITY OF ROLLING HILLS
GENERAL FUND EXPENDITURES
Six Months Ended Decemebr 31, 2023

Department/Object Account		Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Favorable (Unfav)
05 - FINANCE					
740	Office Supplies				
750	Dues & Subscriptions	3,000	1,500	1,657	(157)
810	Annual Audit	31,400	15,700	7,725	7,975
890	Consulting Fees	120,000	60,000	57,451	2,549
	Total Finance	**154,400**	**77,200**	**66,833**	**10,367**
15- PLANNING & DEVELOPMENT					
702	Salaries	212,515	106,258	105,140	1,117
703	Salaries - Part-Time	27,610	13,805	4,032	9,773
710	Retirement CalPERS-Employer	16,750	8,375	7,079	1,296
715	Workers Comp. Insurance	3,900	1,950	1,950	-
716	Group Insurance	42,669	21,335	21,347	(13)
718	Employer Payroll Taxes	18,527	9,264	7,914	1,349
719	Deferred Comp	865	433	89	343
720	Auto Allowance	1,200	600	600	-
721	Phone Allowance	600	300	300	-
761	Auto Mileage	300	150	-	150
750	Dues & Subscription	5,500	2,750	926	1,824
755	Conference Expense	385	193	1,782	(1,589)
759	Training & Education	1,000	500	-	500
790	Publication/Advertising/Noticing	15,000	7,500	4,693	2,807
802	Legal Expenses-Other	10,000	5,000	4,835	166
872	Property Development-Legal Exp	50,000	25,000	11,427	13,573
875	Willdan Building	30,000	15,000	26,180	(11,180)
878	Build Inspect. LA County	250,000	125,000	99,611	25,389
881	Storm Water Management	84,100	42,050	76,920	(34,870)
884	Special Project Study & Consult.	20,000	10,000	7,979	2,021
886	Code Enforcement	62,880	31,440	23,213	8,227
890	Consulting Fees (Onward)	-	-	1,080	(1,080)
928	Traffic Engineering	5,000	2,500	1,395	1,105
	Total Planning & Development	**858,801**	**429,401**	**408,493**	**20,908**

CITY OF ROLLING HILLS
GENERAL FUND EXPENDITURES
Six Months Ended Decemebr 31, 2023

Department/Object Account	Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Favorable (Unfav)
25 - PUBLIC SAFETY				
830 Law Enforcement	255,000	127,500	118,062	9,438
833 Other Law Enforcement Exp	4,000	2,000	561	1,439
837 Wild Life Mgmt & Pest Control	6,000	3,000	6,670	(3,670)
838 Animal Control Expense	5,000	2,500	2,378	122
Total Public Safety	**270,000**	**135,000**	**127,671**	**7,329**
65 - NON-DEPARTMENTAL				
895 Insurance & Bond Expense	37,018	18,509	40,265	(21,756)
901 South Bay Comm. Organization	17,600	8,800	5,321	3,479
915 Community Recognition	10,000	5,000	7,599	(2,599)
917 Emergency Preparedness	77,000	38,500	57,587	(19,087)
Total Non-Departmental	**141,618**	**70,809**	**110,772**	**(39,963)**
75 - CITY PROPERTIES				
892 IT Services	61,200	30,600	30,639	(39)
893 Granicus Services	8,300	4,150	8,143	(3,993)
894 Computer Hardware Fund	5,000	2,500	-	2,500
925 Utilities	60,000	30,000	30,579	(579)
930 Repairs & Maintenance	16,000	8,000	4,200	3,800
932 Area Landscaping	15,600	7,800	7,931	(131)
946 Buildings & Equipment	15,000	7,500	-	7,500
Total City Properties	**181,100**	**90,550**	**81,492**	**9,058**
TOTALS BEFORE TRANSFERS	**2,669,746**	**1,334,873**	**1,173,660**	**161,213**
OPERATING TRANSFERS OUT				
999 Capital Grants Fund	51,311	25,655	44,482	(18,827)
999 Capital Impr Fund (Fund 40)	1,020,933	510,467	188,873	321,594
Total Transfers Out	**1,072,244**	**536,122**	**233,355**	**302,767**
GENERAL FUND TOTAL	**$ 3,741,990**	**$ 1,870,995**	**$ 1,407,015**	**$ 463,980**

CITY OF ROLLING HILLS
Status of Revenues and Expenditures
Restricted, Capital, and Refuse Funds
Six Months Ended December 31, 2023

		Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Fav (Unfav)
10 - COPS FUND					
	Revenues				
570	COPS Allocation	$ 165,000	$ 82,500	$ 168,911	$ 86,411
	Expenditures				
840	COPS Program Expenditures	165,000	82,500	53,804	(28,696)
	Revenues Over (Under) Expenditures	$ -	$ -	$ 115,106	$ 115,106
16 - CAPITAL GRANT FUND					
	Revenues				
588	Crest Road FEMA Grant - 4434-526-112R	$ 1,135,337	$ 567,668.50	$ -	$ (567,669)
589	Safety Element Disaster Grants - DR 4344 PL0521	-	-	-	-
590	Veg. Mgmnt FEMA Grant - HMGP-4382-175-13R	172,215	86,108	-	(86,108)
591	Eastfield U/Grounding FEMA DR-4382-177-7R-CA	1,951,059	975,530	-	(975,530)
699	Transfers In - General Fund - Safety Element	-	-	-	-
699	Transfers In - Utility Fund - Crest Rd 4434-526-112R	381,819	190,910	42,887	(148,023)
699	Transfers In - Gen Fund - Crest Rd 4344-526-112R	-	-	-	-
699	Transfers In - Gen Fund - Eastfiled DR4382-177-7R	-	-	-	-
699	Transfers In - Utility Fund - Eastfiled DR4382-177-7R	657,294	328,647	-	(328,647)
699	Transfers In - General Fund - HMGP-4382-175-13R	51,311	25,656	1,595	(24,061)
	Total Revenues	4,349,035	2,174,518	44,482	(2,130,036)
	Expenditures				
957	Crest Road East Project - 4434-526-112R	1,301,109	650,555	42,887	607,668
958	Safety Element DR4344-PL0521	219,189	109,595	-	109,595
959	Veg. Mgmt Mitig. Proj. - HMGP-4382-175-13R	-	-	1,595	(1,595)
960	Eastfield Drive Utility U.G. - 4382-177-7R	2,581,945	1,290,973	-	1,290,973
	Total Expenditures	4,102,243	2,051,122	44,482	2,006,640
	Revenues Over (Under) Expenditures	$ 246,792	$ 123,396	$ 0	$ (123,396)
25 - PROPOSITION A FUND					
	Revenues				
500	Grant Revenues	$ 52,000	$ 26,000	$ 22,680	$ (3,320)
670	Interest Earned	300	150	-	22,530
	Total Revenues	52,300	26,150	22,680	19,211
	Expenditures				
620	Prop A Exchange	-	-	-	-
	Revenues Over (Under) Expenditures	$ 52,300	$ 26,150	$ 22,680	$ 19,211

		Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Fav (Unfav)
26 - PROPOSITION C					
	Revenues				
501	Grant Revenue-Prop C	$ 43,000	$ 21,500	$ 18,822	$ (2,678)
670	Interest Earned	250	125	-	18,697
	Total Revenues	43,250	21,625	18,822	16,018
	Expenditures				
906	Prop C Gifted	-	-	-	-
	Revenues Over (Under) Expenditures	$ 43,250	$ 21,625	$ 18,822	$ 16,018
27- MEASURE R TRANSIT					
	Revenues				
502	Measure R Grant Revenues	$ 33,000	$ 16,500	$ 14,103	$ (2,397)
670	Interest Earned	250	125	-	13,978
	Total Revenues	33,250	16,625	14,103	11,581
	Expenditures				
907	Measure R Gifted	-	-	-	-
	Revenues Over (Under) Expenditures	$ 33,250	$ 16,625	$ 14,103	$ 11,581
29 - MEASURE M					
	Revenues				
507	Measure M Local Return	$ 37,000	$ 18,500	$ 15,895	$ (2,605)
670	Interest Earned	250	125	-	15,770
	Total Revenues	37,250	18,625	15,895	13,165
	Expenditures				
XXX	Measure M Gifted	-	-	-	-
	Revenues Over (Under) Expenditures	$ 37,250	$ 18,625	$ 15,895	$ 13,165
30 - MEASURE W					
	Revenues				
508	Grant Revenues	$ 105,000	$ 52,500	$ -	$ (52,500)
670	Interest Earned	500	250	-	(250)
	Total Revenues	105,500	52,750	-	(52,750)
	Expenditures				
913	Storm Water Management - 30%	31,650	15,825	-	(15,825)
914	Storm Water Management - 70%	73,850	36,925	16,466	(20,459)
		105,500	52,750	16,466	(36,284)
	Revenues Over (Under) Expenditures	$ -	$ -	$ (16,466)	$ (16,466)

		Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/23	Variance Fav (Unfav)
40 - CAPITAL PROJECTS FUND					
	Revenues				
	Transfers from General Fund	$ 1,031,442	$ 515,721	$ 188,873	$ (326,848)
		1,031,442	515,721	188,873	(326,848)
	Expenditures				
887	Sewer Feasibility Project	9,010	4,505	3,568	(938)
890	Consulting Fees	21,100	10,550	131,160	120,610
899	Outdoor Siren System - Design & Constr	293,220	146,610	19,295	(127,315)
934	Equestrian Fence Replacement	26,725	13,362	4,043	
935	Tennis Court Improvenments	307,000	153,500	3,135	(150,365)
947	Non-Building Improvements	-	-	-	-
948	City Hall Improvements	19,456	9,728	3,548	(6,181)
949	Battery/Solar Back-Up	250,000	125,000	-	(125,000)
961	Middleridge Road Emergency Storm Drain Repairs	71,173	35,587	-	(35,587)
962	Phase 1 Bifurcated 8" Sewer Main Engineering	22,598	11,299	330	(10,969)
963	Generator & Waterproof Removal and Electrical Svcs	6,994	3,497	-	(3,497)
964	HVAC Replacement Project	30,892	15,446	23,796	8,350
	Total Expenditures	1,058,168	529,084	188,873	(330,891)
	Revenues Over (Under) Expenditures	$ (26,726)	$ (13,363)	$ (0)	$ 4,043
50 - REFUSE FUND					
	Revenues				
665	Service Charges	$ 1,005,336	$ 502,668	$ 424,905	$ (77,763)
699	Transfers In - General Fund	-	-	-	-
	Total Revenues	1,005,336	502,668	424,905	(77,763)
	Expenditures				
815	Refuse Service Contract	981,336	490,668	490,498	(170)
790	Advertising	-	-		-
999	Transfers Out	24,000	12,000	12,000	-
	Total Expenditures	1,005,336	502,668	502,498	(170)
	Revenues Over (Under) Expenditures	$ -	$ -	$ (77,592)	$ (77,592)

CITY OF ROLLING HILLS
Summary of Budget Adjustments
Six Months Ended December 31, 2023

	Res. No.	Date	Description	Amount	Type	Account Number
Budgeted Surplus (Deficit)				$ (43,163.00)		
FY 2023/24 Amendments						
Alan Palermo - Project Management	1343	07/10/2023	Transfer from GF to CIP Fund	21,100.00	One-Time	01-00-999
Tennis Court Improvements	1344	07/10/2023	Transfer from GF to CIP Fund	307,000.00	One-Time	01-00-999
Grant Writing Services	1345	07/10/2023	Sub-Appl for Fire Fuel Abatement	30,470.00	One-Time	01-01-890
AC Pros City Hall HVAC Repl Project	1347	08/28/2023	Transfer from GF to CIP Fund	30,892.20	One-Time	01-00-999
Community Organizations	1352	11/13/2023	Contr to Local Volunteer Orgs	7,600.00	Ongoing	01-65-901
			Total Amendments	397,062.20		
			Total Budgeted Use of Reserves	$ (440,225.20)		
			Fund Balance - July 1, 2023	4,258,033.14		
			Budgeted Use of Reserves	(440,225.20)		
			Reserve for Contingencies	(3,043,760.61)		
			Reserves Above Policy	$ 774,047.33		

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 02/26/2024

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 FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE FOUR PENINSULA CITIES AND VIGILANT SOLUTIONS FOR CONTINUED FUNDING OF THE REGIONAL AUTOMATED LICENSE PLATE RECOGNITION (ALPR) PROGRAM, ONE-TIME CAMERA REPLACEMENT PURCHASE, INSTALLATION, AND ONGOING MAINTENANCE**

DATE: **February 26, 2024**

BACKGROUND:
The Peninsula Public Safety Committee (PPSC) oversees regional emergency preparedness and public safety efforts, which also includes cross-jurisdictional collaboration with the Palos Verdes Peninsula (PVP) cities and law enforcement (Los Angeles County Sheriff's Department and Palos Verdes Estates Police Department).

The Regional Automated License Plate Recognition (ALPR) Camera System was initially discussed in early 2016 at the Regional Contract Law Committee, which is comprised of the three cities on the PVP: Rancho Palos Verdes, Rolling Hills, and Rolling Hills Estates that contract public safety services with the Los Angeles County Sheriff's Department. At that time, it was recommended that the City of Palos Verdes Estates be included in the Peninsula's joint effort against crime by establishing a regional ALPR camera system.

ALPR is a technology that allows a camera to scan numerous vehicle license plates quickly in an objective manner and compares the plate information against law enforcement databases containing vehicles of interest such as stolen vehicles, Amber Alerts, missing persons, felon vehicles, and more. Law enforcement is immediately notified if there is a match, which leads to more arrests and efficiency in the deployment of deputies. All captured license plate data enters a searchable database, which is advantageous for law enforcement as an integral investigation tool. Additionally, the ALPR technology is used by numerous South Bay law enforcement agencies and has interoperability advantages that extend throughout the county, state, and country.

At the Regional Contract Law Committee's February 11 and May 12, 2016 meetings, the strategic locations for camera placement were approved by the Committee. The selected locations are key ingress and egress points throughout the PVP that cover highly trafficked intersections. Within the determination of camera placement, a cost-sharing formula was also developed to fund the joint project, and ultimately, a Memorandum of Understanding (MOU) was taken to respective PVP city councils for approval in June 2016. The cost-sharing formula is based on the city population, number of dwelling units, and area square footage. The regional project also included one-time infrastructure costs as some areas lacked suitable infrastructure, such as traffic signal light fixtures where ALPR cameras are typically installed. One-time infrastructure costs were also included in the 2016 regional project as some areas lacked suitable infrastructure, such as traffic signal light fixtures where ALPR cameras are typically installed. There is an ongoing, annual shared cost related to the camera system, which supports cellular connectivity required to share data and alerts to law enforcement.

On June 13, 2016, the City Council approved the MOU and installation of cameras. (Attachment A)

On February 1, 2024, the Peninsula Public Safety Committee unanimously approved moving forward with a first amendment to the MOU for the continuation of the ALPR program, including the one-time costs for camera replacement/ongoing maintenance and direction to send to the individual cities for approval with the addition of a favored nations clause.

DISCUSSION:

The current regional camera system has been in place for approximately seven years. Los Angeles County Sheriff's Department and Palos Verdes Estates Police Department have identified failing regional ALPR camera equipment among the established networks. The purchase of the ALPR cameras through vendor Vigilant Solutions provided a five-year warranty, which expired in 2021. The cameras are now out of warranty, past their useful life, and need replacement.

The cities of Rancho Palos Verdes and Rolling Hills Estates have since expanded coverage within their jurisdictions. The newly added locations are not included in the joint Peninsula city MOU, and the associated costs are only borne by cities with separate contracts and alternate maintenance schedules with vendor Vigilant Solutions. The additional cameras are not part of the regional MOU; however, they are functioning and not in need of replacement at this time.

The Peninsula Cities staff have discussed the need to replace the regional ALPR camera system and worked with camera vendor Vigilant Solutions and local law enforcement to obtain a new contract quote to purchase new cameras. (Attachment B). No new infrastructure is required as the new cameras will utilize existing infrastructure. The new cameras are now equipped with the latest technological advances that benefit public safety personnel. The new features include higher resolution quality and the ability to recognize paper license plates, digital license plates, and black/yellow license plates. Some of the recommended quoted cameras cover two vehicle lanes per camera, reducing the need/installation of equipment on City infrastructure, whereas existing cameras only cover one vehicle lane per camera, ultimately reducing cost.

Law enforcement has expressed a need to replace the outdated equipment as it is a primary tool in crime apprehension and investigations. The purchase of new ALPR cameras and equipment through the cost-sharing formula is detailed below. It would be incorporated into an

amended MOU Agreement (Attachment C) to be taken to each respective City Council for approval. Each city is responsible for annual cellular connectivity/data charges.

Cost Allocation Formula

Member	Percentage
City of Palos Verdes Estates	20%
City of Rancho Palos Verdes	60%
City of Rolling Hills	7%
City of Rolling Hills Estates	13%

To secure a $39,000 discount with the contract vendor, the contract must be executed within this fiscal year or within the 90-day contract quote. Staff have also corresponded with law enforcement, who have relayed the urgency of replacing cameras to use the system in crime prevention and apprehension.

Vigilant Solutions Contract Quote Total (purchase and installation)

Subtotal Price	$503,255.00
Total Discount	$39,000.00
Sales Tax	$27,464.88
Total Price	**$491,719.88**

Member	Percentage	Amount
City of Palos Verdes Estates	20%	$98,343.98
City of Rancho Palos Verdes	60%	$295,031.93
City of Rolling Hills	7%	$34,420.39
City of Rolling Hills Estates	13%	$63,923.58
Total	**100%**	**$491,719.88**

It should be noted that the Vigilant Proposal as attached was modified slightly to include additional equipment and does not match the existing Exhibit A within the First Amendment to the MOU. Staff will request a revised Exhibit A from the City of Rancho Palos Verdes before execution by the Mayor. The numbers in the above tables reflect that most recent proposal as attached.

The ALPR contract is competitively priced in which the PVP cities received Master Agreement pricing provided to the Los Angeles County Sheriff's Department and surrounding city jurisdictions. The Palos Verdes Estates Police Department has researched other ALPR vendors and found only one competitor to Vigilant/Motorola with similar capabilities. The below

findings are based on another agency's experience/opinion, having used both systems:

- Competitor has a 30-day retention of imaging. Motorola is much longer, which is necessary for investigations.
- The competitor's camera capabilities, especially at night, have been lower than Vigilant's. Competitor cameras are motion activated, with multiple instances when the cameras captured a vehicle but could not read the license plate due to picture quality.
- The competitor does not utilize a direct alert system for patrol vehicles Mobile Data Computers.
- the Los Angeles Sheriff's Department patrol cars' in-car communication system is integrated with Vigilant but not the competitor.

FISCAL IMPACT:
A detailed contract quote provided by the vendor, Vigilant Solutions, for replacing and installing 39 ALPR cameras and new equipment is $491,719.88, including a $39,000 discount credit.

Through their respective City Councils and the Peninsula Public Safety Committee, the four cities have preliminarily approved the contract agreement and the cost-sharing allocation below through the 2016 approved MOU. All participating cities must approve the First Amendment to the MOU Agreement for contract execution.

Council action is required to amend the budget and increase appropriations in the General Fund by $34,421 through a transfer from available General Fund Reserves. The use of General Fund Reserves is consistent with City policy.

RECOMMENDATION:
Approve as presented and direct staff to return with a Budget Amendment.

ATTACHMENTS:
Attachment A - CA_MOU_160621_PVP_ALPR_Vigilant_E_Redacted.pdf
Attachment B - CA_MOU_240216_PVP_ALPR_Vigilant_Upgrade_Proposal.pdf
Attachment C - CA_MOU_240212_PVP_ALPR_Vigilant_Amendment01_Redacted.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF PALOS VERDES ESTATES, RANCHO PALOS VERDES, ROLLING HILLS, AND ROLLING HILLS ESTATES RELATING TO PLACEMENT AND MAINTENANCE OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS AROUND THE PALOS VERDES PENINSULA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 21st day of JUNE, 2016, between the CITY OF PALOS VERDES ESTATES, a municipal corporation ("Palos Verdes Estates"), the CITY OF RANCHO PALOS VERDES, a municipal corporation ("Rancho Palos Verdes" or "Lead Agency"), the CITY OF ROLLING HILLS, a municipal corporation ("Rolling Hills"), and the CITY OF ROLLING HILLS ESTATES, a municipal corporation ("Rolling Hills Estates"). Each of the foregoing is sometimes referred to herein as "Member", or collectively as "Members."

RECITALS

WHEREAS, the cities of Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills, and Rolling Hills Estates (collectively, the "Members") are four cities on the Palos Verdes Peninsula; and

WHEREAS, the Members have a joint interest in reducing crime on the Palos Verdes Peninsula; and

WHEREAS, the Members desire to enter into a contract with an Automated License Plate Recognition ("ALPR") service provider to purchase, install, and maintain cameras at various entry-points to the Palos Verdes Peninsula with the data being processed through the Los Angeles County Sheriff's Department which is the contract law enforcement agency with three of the four cities, Palos Verdes Estates having its own department; and

WHEREAS, the Members desire to divide the costs of the Automated License Plate Recognition contract among themselves.

AGREEMENT

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

1. Recitals Incorporated. The recitals set forth above are hereby incorporated by reference and made a part of this MOU, as are the exhibits hereto.

2. Purposes. The purpose of this MOU is to cooperatively fund the placement and maintenance of ALPR cameras (the "ALPR System" or "System") and to administer the contract with the Automated License Plate Recognition service provider.

3. Initiation and Term.

(a) Initiation of MOU. Upon the adoption of a resolution approving the MOU by any member, and provided that thereafter within 60 days of such adoption, at least two (2) other members including the Lead Agency having adopted such resolution, this MOU shall become effective.

(b) Effective Date of MOU. This MOU shall become effective on the last date to occur of the following: (i) adoption of a resolution of approval by at least three (3) members, and (ii) Lead Agency executing the ALPR contract ("Effective Date").

(c) Term. The MOU shall remain in effect from the Effective Date until termination in accordance with Section 9, and the termination of the ALPR Contract (including any extensions to the ALPR Contract).

4. Lead Agency. The City of Rancho Palos Verdes agrees:

(a) ALPR Contract. To negotiate and, following review and approval by the Member representatives, enter into a contract ("ALPR Contract") with an ALPR service provider ("ALPR Contractor" or "Contractor") to purchase, install, and maintain an ALPR System at the locations identified in Exhibit B. The other Members are not in privity of contract with the ALPR Contractor and the Lead Agency relies on the members to fulfill their obligations hereunder. Lead Agency shall notify the other Members in writing at least 10 days prior to any proposed change to the ALPR Contract.

(b) Invoice. To invoice the Members in amounts not exceeding the invoice amounts shown in Exhibit A.

(c) Expenditure. To utilize the funds deposited by the Members only for the administration of the ALPR Contract and to operate and maintain the System.

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

(e) Reports. To provide to the Members periodic reports concerning the performance of the System, at such frequency as the Members may mutually agree.

5. Duties of All Members. The Members agree:

(a) Payment. To pay to the Lead Agency their proportional share of the ALPR Contract as shown in Exhibit A and any other costs authorized hereunder to operate the System. The cost estimates presented in Exhibit A have been agreed upon by the Members and are subject to changes in the actual cost of the ALPR Contract. Each Member is required to pay for its own costs, including any charged by the APLR Contractor under a separate agreement with the Contractor. The percentages to be paid by each Member under the Cost Allocation Formula (the "Formula") are as follows:

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

(b) Documentation. To make a good faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the ALPR Contractor that is deemed necessary by the Members to implement the ALPR Contract.

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

(d) Site Preparation. To prepare each camera location within its borders, as depicted in Exhibit B, to pay all costs therefore, and to coordinate with the ALPR Contractor the times in which the Member and the ALPR Contractor will install any required poles, utility boxes, and/or camera equipment.

(e) Permitting. To assist the ALPR Contractor in obtaining any required permits.

6. Obligation for Debts and Liabilities.

(a) Except as otherwise specifically provided herein, no Member shall be individually responsible for any of the debts, liabilities or obligations of any other Member, nor shall they have any liabilities under the ALPR Contract, but they shall be responsible for paying the Lead Agency as provided herein so Lead Agency can maintain and operate the System.

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

7. Indemnification.

(a) Generally. Each Member shall indemnify, defend, and hold harmless each other Member, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each Member arising from or related to this MOU; provided, however, that no Member is obligated to indemnify another Member for that Member's own negligence or willful misconduct.

(b) Government Code Section 895.2. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of the Government Code), each of the Members hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of the Government Code. To achieve the above stated purpose, each Member agrees to indemnify, defend, and holds harmless each other Member for any liability, cost, or expense that may be imposed upon such other Member solely by virtue of Government Code section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

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

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

the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. The Lead Agency shall notify in writing all Members within fifteen (15) days of any Member failing to cure an alleged non-compliance with the terms or conditions of this MOU. The compliant Members will determine the next course of action, which may include the termination of a Member's participation in the MOU.

9. Termination and Withdrawal.

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

(b) Withdrawal. If a Member wishes to withdraw from this MOU for any reason, that Member must give the other Members prior written notice thereof. The remaining Members have the option of maintaining the ALPR cameras at their then-current locations within the borders of the withdrawing Member and assuming the cost thereof, making a proportionate adjustment to the Formula per Section 5. If the remaining Members opt not to maintain the ALPR cameras at their then-current locations within the borders of the withdrawing Member, then the remaining Members shall have the choice to remove the cameras and other System infrastructure at their expense, restoring the location to the status quo ante, or abandoning the property in place to become the property and responsibility of the withdrawing Member. The effective date of withdrawal shall be the sixtieth day after the Lead Agency receives written notice of a Member's intent to withdraw. Should any Member withdraw from this MOU, the remaining Members' cost share allocation, if any, shall be adjusted in accordance with the cost allocation formula in Exhibit A. Each Member shall be responsible for its proportional share of the ALPR Contract costs incurred through the completion of all requirements of the fiscal year.

10. General Provisions.

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

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

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

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

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

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

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

(g) Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent Members. For purposes of this subsection, a Member shall be considered delinquent if that Member fails to timely pay an invoice as required by Section 5(a), withdraws pursuant to Section 9(b), or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 8.

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

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

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

(k) Waiver. Waiver by any Member to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Members to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, not a waiver of any subsequent breach or violation of any provision of this MOU.

(l) No Presumption in Drafting. All Members have been represented by legal counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Members and shall be rectified by amending this MOU as described in Section 10(g).

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

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

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

PALOS VERDES ESTATES

Dated: June 14, 2016

By: Jennifer L. King, Mayor

APPROVED AS TO FORM

Dated: June 14, 2016

By: Christi Hogin, City Attorney

Dated: June 14, 2016

ATTEST:

Vickie Kroneberger, City Clerk

RANCHO PALOS VERDES

Dated: 6/23/16

By: Ken Dyda, Mayor

APPROVED AS TO FORM

Dated: 6/28/16

By: David J. Aleshire, City Attorney

ROLLING HILLS

Dated: 6/14/16

By: Raymond R. Cruz, City Manager

APPROVED AS TO FORM

Dated: 6/13/16

By: Michael Jenkins, City Attorney

ROLLING HILLS ESTATES

Dated: JUNE 14, 2016

By: STEVE ZUCKERMAN, MAYOR

APPROVED AS TO FORM

Dated: 6-14-16

By: Kane Thuyen, Deputy City Attorney

EXHIBIT A

DIVISION OF COSTS

Exhibit A- ALPR Costs

TABLE 1

				One-Time Costs			Ongoing Costs: Years 1-5			Ongoing Costs: Year 6 and Beyond with Warranty		
City	Camera Location	# Cameras	# Comm Boxes	Equipment Cost	Infrastructure Cost	Total One-Time	Cell Cost Annually	Replacement Fund (5-year) Annually	Year 1-5 Ongoing	Extended Warranty Annually	LEARN Server Annually	Potential Year 6+ Costs
		A	B	C	D	E=C+D	F=(C*$720)	G=(C*1.03)/5 years	H=(F+G)	I=(A*$500)	J=(A*$250)	K=(F+I+J)
[redacted]		4	1	$ 54,328.96	$ 7,500.00	$ 61,828.96	$ 720.00	$ 11,191.77	$ 11,911.77	$ 2,000.00	$ 1,000.00	$ 3,720.00
		2	1	$ 29,200.98	$ -	$ 29,200.98	$ 720.00	$ 6,015.40	$ 6,735.40	$ 1,000.00	$ 500.00	$ 2,220.00
		2	1	$ 29,200.98	$ 18,441.00	$ 47,641.98	$ 720.00	$ 6,015.40	$ 6,735.40	$ 1,000.00	$ 500.00	$ 2,220.00
		2	1	$ 31,300.98	$ -	$ 31,300.98	$ 720.00	$ 6,448.00	$ 7,168.00	$ 1,000.00	$ 500.00	$ 2,220.00
		3	1	$ 40,559.98	$ -	$ 40,559.98	$ 720.00	$ 8,355.36	$ 9,075.36	$ 1,500.00	$ 750.00	$ 2,970.00
		2	1	$ 29,200.98	$ -	$ 29,200.98	$ 720.00	$ 6,015.40	$ 6,735.40	$ 1,000.00	$ 500.00	$ 2,220.00
		2	1	$ 29,200.98	$ -		$ 720.00	$ 6,015.40	$ 6,735.40	$ 1,000.00	$ 500.00	$ 2,220.00
		2	1	$ 29,490.48	$ -	$ 29,490.48	$ 720.00	$ 6,075.04	$ 6,795.04	$ 1,000.00	$ 500.00	$ 2,220.00
		2	1	$ 29,490.48	$ -	$ 29,490.48	$ 720.00	$ 6,075.04	$ 6,795.04	$ 1,000.00	$ 500.00	$ 2,220.00
		2	1	$ 29,490.48	$ -	$ 29,490.48	$ 720.00	$ 6,075.04	$ 6,795.04	$ 1,000.00	$ 500.00	$ 2,220.00
		2	1	$ 29,490.48	$ -	$ 29,490.48	$ 720.00	$ 6,075.04	$ 6,795.04	$ 1,000.00	$ 500.00	$ 2,220.00
		2	1	$ 29,200.98	$ -	$ 29,200.98	$ 720.00	$ 6,015.40	$ 6,735.40	$ 1,000.00	$ 500.00	$ 2,220.00
		3	1	$ 40,560.97	$ -	$ 40,560.97	$ 720.00	$ 8,355.56	$ 9,075.56	$ 1,500.00	$ 750.00	$ 2,970.00
		3	1	$ 40,560.97	$ -	$ 40,560.97	$ 720.00	$ 8,355.56	$ 9,075.56	$ 1,500.00	$ 750.00	$ 2,970.00
		3	1	$ 40,560.97	$ -	$ 40,560.97	$ 720.00	$ 8,355.56	$ 9,075.56	$ 1,500.00	$ 750.00	$ 2,970.00
		1	1	$ 18,126.50	$ -	$ 18,126.50	$ 720.00	$ 3,734.06	$ 4,454.06	$ 500.00	$ 250.00	$ 1,470.00
		3	2	$ 48,520.97	$ 16,500.00	$ 65,020.97	$ 1,440.00	$ 9,995.32	$ 11,435.32	$ 1,500.00	$ 750.00	$ 3,690.00
		2	1	$ 30,171.48	$ 8,250.00	$ 38,421.48	$ 720.00	$ 6,215.32	$ 6,935.32	$ 1,000.00	$ 500.00	$ 2,220.00
		3	3	$ 51,630.18	$ -	$ 51,630.18	$ 2,160.00	$ 10,635.82	$ 12,795.82	$ 1,500.00	$ 750.00	$ 4,410.00
SUBTOTAL		**45**	**22**	**$ 660,288.78**	**$ 50,691.00**	**$ 681,778.80**	**$ 15,840.00**	**$ 136,019.49**	**$ 151,859.49**	**$ 22,500.00**	**$ 11,250.00**	**$ 49,590.00**
Discount if contract executed by 6/24/16				$ (43,000.00)		$ (43,000.00)						
TOTAL				**$ 617,288.78**	**$ 50,691.00**	**$ 638,778.80**	**$ 15,840.00**	**$ 136,019.49**	**$ 151,859.49**	**$ 22,500.00**	**$ 11,250.00**	**$ 49,590.00**

TABLE 2

	Population	Pop %	Dwelling Units	DU %	Area (sq. mi.)	Area %
PVE	13,730	20.7%	5,298	20.9%	4.77	19.2%
RPV	42,564	64.1%	16,233	64.0%	13.48	54.3%
RH	1,904	2.9%	719	2.8%	2.99	12.0%
RHE	8,223	12.4%	3,101	12.2%	3.60	14.5%
Total	66,421	100.0%	25,351	100.0%	24.84	100.0%

TABLE 3

	Based on DU and Area (rounded)	Equipment Cost (Vigilant)	Infrastructure Cost (Vigilant)	Total (Vigilant)	Cell Cost Annually	Replacement Fund (5-year)	Year 1-5 Ongoing	If possible, Extend Warranty in Yr. 6+	Potential Year 6+ Costs
PVE	20%	$ 123,457.76	$ 24,750.00	**$ 148,207.76**	$ 3,168.00	$ 27,203.90	**$ 30,371.90**	If able to extend, pay for LEARN	$ 9,918.00
RPV	60%	$ 370,373.27	$ 25,941.00	**$ 396,314.27**	$ 9,504.00	$ 81,611.69	**$ 91,115.69**	server ($250/Camera) and	$ 29,754.00
RH	7%	$ 43,210.21	$ -	**$ 43,210.21**	$ 1,108.80	$ 9,521.36	**$ 10,630.16**	Warranty $500/camera for	$ 3,471.30
RHE	13%	$ 80,247.54	$ -	**$ 80,247.54**	$ 2,059.20	$ 17,682.53	**$ 19,741.73**	Year 6+ because less than	$ 6,446.70
	100%	**$ 617,288.78**	**$ 50,691.00**	**$ 667,979.78**	**$ 15,840.00**	**$ 136,019.49**	**$ 151,859.49**	annual replacement costs.	**$ 49,590.00**

EXHIBIT B
MAP

Automated License Plate Recognition (ALPR) Cameras

EXHIBIT C
CITY ADDRESSES

Exhibit C

City Manager (or designee)
City of Palos Verdes Estates
340 Palos Verdes Drive West
(310) 378-0383
Fax: (310) 378-7820

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

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

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

MOTOROLA SOLUTIONS	**Vigilant Solutions, LLC** **P.O Box 841001** **Dallas, Texas 75202** **(P) 925-398-2079 (F) 925-398-2113**	

Issued To:	City Of Rancho Palos Verdes - Attention: Shauna Hunter	Date:	02-16-24
Project Name:	Palos Verdes Peninsula LPR Upgrade (Purchase) - City of Rancho Palos Verdes	Quote ID:	LQW-0873-05

Hardware

Qty	Item #	Description		
(29)	VSF-025-L5F More Info	**L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable** • Dual-lens camera with infrared LEDs for plate illumination • 55ft - 85ft capture distance and up to 2 lane coverage • Internal trigger for capture of plate alphanumerics, vehicle make and model • Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions • 60' camera cable included • Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting o Full suite of LPR tools including data analytics		
Subtotal Price		**List Price: $7,794.00**	**Sell Price: $6,236.00**	***Amount: $180,844.00***
(1)	VSF-035-L5F More Info	**L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable** • Dual-lens camera with infrared LEDs for plate illumination • 85ft - 105ft capture distance and up to 2 lane coverage • Internal trigger for capture of plate alphanumerics, vehicle make and model • Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions • 60' camera cable included • Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting o Full suite of LPR tools including data analytics		
Subtotal Price		**List Price: $7,794.00**	**Sell Price: $6,236.00**	***Amount: $6,236.00***
(30)	VS-FX-UNI-POLE-WALL-ASSY	**Fixed LPR Camera Bracket** • Pole or Wall Mount - UPR ARM ASSY POLE & WALL MOUNT BLK REV B		
Subtotal Price		**List Price: $420.00**	**Sell Price: $350.00**	***Amount: $10,500.00***

(12)	BCAV1F2-C600	**Vigilant Fixed Camera Communications Box** • Linux Comms Box using VLP5200 • Manages power and communications for up to four (4) Vigilant fixed LPR cameras • Includes modem for communication with cellular carriers o SIM Card not included		
Subtotal Price		**List Price: $3,954.00**	**Sell Price: $3,163.00**	***Amount: $37,956.00***

(9)	VSF-L6Q-P-KIT
	More Info
		L6Q Quick Deploy Camera (120V AC)
		Offer Includes:
		• One (1) L6Q camera with two internal batteries, 120VAC Power Supply
		• Camera mounting bracket
		• USB-C cable and USB-C to USB-A adapter, Micro SD card
		• Requirements:
		  o Hosted LPR account for data storage, alerting, analytics and more
		  o Enterprise Service Agreement
		Optional, Sold Separately:
		• 12V DC pigtail cable
		• Excludes Cellular Data Service		

Subtotal Price		**List Price: $7,254.00**	**Sell Price: $5,803.00**	***Amount: $52,227.00***
(9)	VS-L6Q-120VAC	**L6Q 120V AC External power supply** • 15FT 120V AC power supply for L6Q camera system • This may be used in locations that have a 120V AC power source (3 prong grounded power outlet)		
Subtotal Price		**List Price: $186.00**	**Sell Price: $149.00**	***Amount: $1,341.00***

Extended Warranty

5 Year Coverage

Qty	Item #	Description		
(30)	CDFS-4HWW	**Fixed Camera LPR System - Extended Hardware Warranty - 4 Additional Years** • Fixed LPR System LPR hardware component replacement warranty • Applies to 1-Channel hardware system kit • Valid for 4 years from standard warranty expiration		
Subtotal Price		**List Price: $2,520.00**	**Sell Price: $2,016.00**	***Amount: $60,480.00***
(9)	CDFS-L6Q-HWW-04	**Fixed L6Q Camera System - Extended Hardware Warranty - 4 Additional Years** • Fixed L6Q Camera System Extended Hardware Warranty • Four (4) Additional Years		
Subtotal Price		**List Price: $2,016.00**	**Sell Price: $1,612.00**	***Amount: $14,508.00***

Camera Licensing & Data Hosting - 5 Year Service

(30) L5F Camera Base CLK @ $250.00ea = $7,500.00 per year

(30) L5F Camera Standard CLK @ $115.00ea = $3,450.00 per year

(9) L6Q Camera CLK @ $240.00ea = $2,160.00 per year

Qty	Item #	Description		
(5)	VSBSCSVC-04	**Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments** • Managed/hosted server account services by Vigilant o Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for over 60 total camera units • Requires new/existing Enterprise Service Agreement (ESA)		
Subtotal Price		**List Price: $330.00**	**Sell Price: $7,500.00**	***Amount: $37,500.00***

(5)	VSPK1SVC-04	**Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments**
		• Optional Service Package Benefits
		  o CarDetector Mobile Hit Hunter
		  o Unlimited access to Vigilant's Mobile Companion LPR application for Smartphones
		• Priced per camera per year for over 60 total camera units
		  o Requires Basic Service Package		

Subtotal Price		**List Price: $138.00**	**Sell Price: $3,450.00**	***Amount: $17,250.00***
(5)	VSBSCSVC-L6Q	**Vigilant L6Q Service Package for Hosted/Managed LPR Deployments** • Vigilant L6Q Service Package for Hosted/Managed LPR Deployments		
Subtotal Price		**List Price: $300.00**	**Sell Price: $2,160.00**	***Amount: $10,800.00***

Technical Service

Start Up Service

Qty	Item #	Description		
(1)	VS-INSTALL	**Removal of old hardware and installation of (30) L5F cameras w/ COMS boxes and (9) L6Q cameras.** • Includes bucket truck. • Includes two technicians @ prevailing wage. • Includes Vigilant camera commissioning for all cameras. • Constant 120v power must be available at each location. • Engineered traffic control plans are not included.		
Subtotal Price		**List Price: $0.00**	**Sell Price: $71,000.00**	***Amount: $71,000.00***

Hardware Upgrade Credit

Qty	Item #	Description		
(30)	Upgrade Credit	**Hardware Upgrade Credit from RSD to L5F.**		
Subtotal Price		**List Price: $0.00**	**Sell Price: -$1,300.00**	***Amount: -$39,000.00***

Delivery

Qty	Item #	Description		
(39)	VS-SHP-02	**Vigilant Shipping Charges - Fixed or Comms** • Applies to each fixed camera LPR System • Or Communication Box Purchased without LPR System • Shipping Method is FOB Shipping		
Subtotal Price		**List Price: $84.00**	**Sell Price: $67.00**	***Amount: $2,613.00***

Quote Notes:

1. This Quote will expire in 90 Days from the date of the Quote.
2. Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
3. Compliance to local codes neither guaranteed nor implied. Customer represents and warrants that they have all necessary rights and permissions to the areas where the installation services are provided.
4. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
5. This Quote does not include anything outside the above stated bill of materials.
6. This purchase does not include a SIM for cellular service
7. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
8. LASD CLK Pricing.
9. Hardware installation is included. Customer to provide delivery and staging facility and assist with device pre-configuration, if needed.
10. Customer to provide cellular data SIMs for (14) COMS boxes and (9) L6Q cameras. Verizon, AT&T, FirstNet only. Recomend unlimited data plans wiout data throttling & STATIC IP addresses.
11. New COMS boxes & modems at "Eastfield Dr Gate" & Crest Rd Gate" to be used in this project.
12. Data to sync directly and exclusivly to LASD LEARN account.

Quoted by: Louis Wershaw - 209-283-0990 - louis.wershaw@motorolasolutions.com

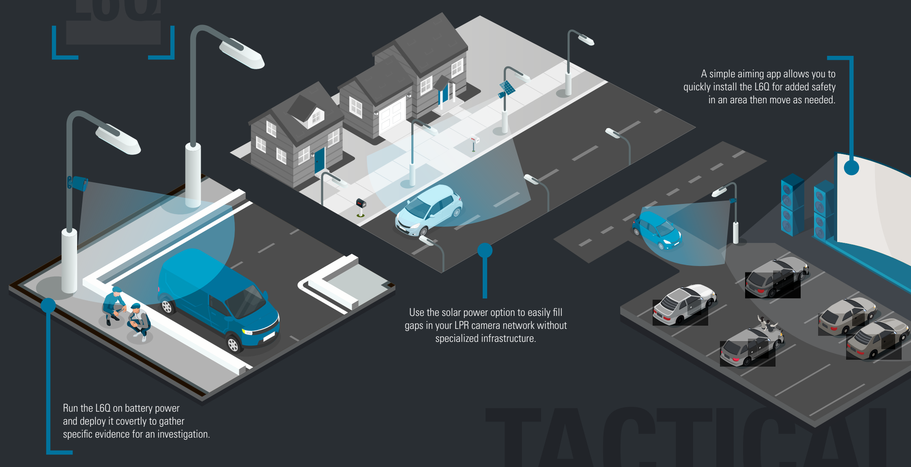
Subtotal Price	$503,255.00
Total Discount	$39,000.00
Sales Tax	$27,464.88
Total Price	**$491,719.88**

FIXED LICENSE PLATE RECOGNITION:
A VISUAL GUIDE

With new solutions entering the market for fixed and quick-deploy license plate recognition, here's some guidance to help you better understand how they work.

L6Q QUICK-DEPLOY LPR CAMERA SYSTEM

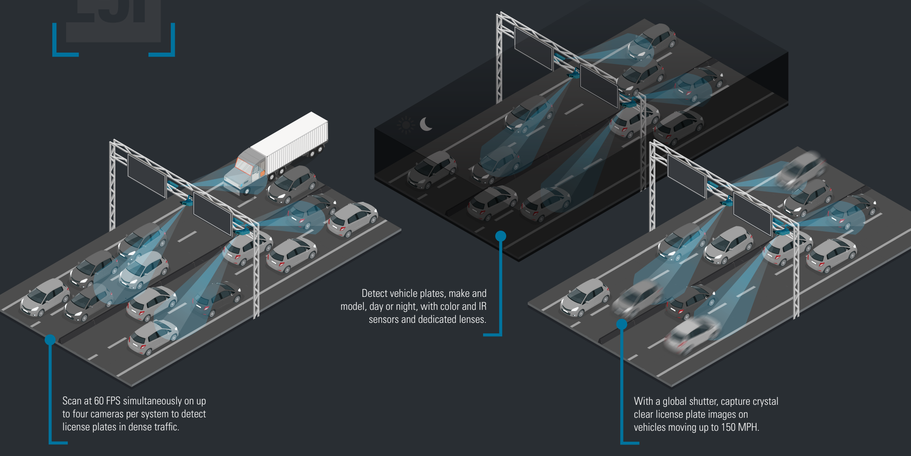
Collect targeted, tactical LPR data to aid an investigation, improve safety for an event or fill gaps in your LPR network with our quick-deploy L6Q camera system. This solar, AC or battery-powered camera can be installed and activated in minutes anywhere with cellular coverage to capture LPR data.



TACTICAL

L5F FIXED LPR CAMERA SYSTEM

Scan more vehicles and capture more data with our high-performance fixed L5F camera system. This solution is meant for those who never want to miss a vehicle because they never want to let a threat pass undetected, never want to miss a potential lead and never want to see a case go cold.

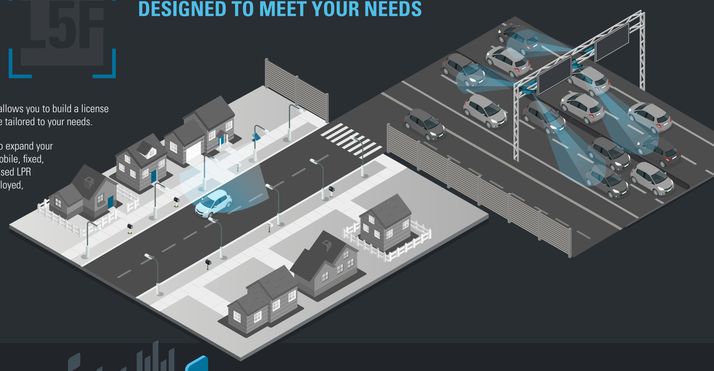


PERFORMANCE

L6Q + L5F FIXED LICENSE PLATE RECOGNITION
DESIGNED TO MEET YOUR NEEDS

Having choices like the L6Q and L5F allows you to build a license plate recognition program that can be tailored to your needs.

Our portfolio provides the flexibility to expand your network as desired with extensive mobile, fixed, trailer, Android/iOS app and video-based LPR options that all utilize our widely deployed, tested and proven LPR algorithm.



And with seamless integration to Vigilant VehicleManager, a part of the LEARN platform, you can take advantage of having full control of data retention and sharing. Paired with patented search and analytics tools, you'll be able to generate more investigative insights and actionable leads from billions of detections to help close cases, faster.

INTELLIGENCE

To learn more, visit **motorolasolutions.com/lpr**

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U.S.A. motorolasolutions.com
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Vigilant Solutions LLC
Louis Wershaw
Date _____

Re: LQW-0873-05

Agency: City Of Rancho Palos Verdes
Total Cost: $464,255.00
Contract Reference: Palos Verdes Peninsula LPR Upgrade (Purchase) - City of Rancho Palos Verdes

Please be advised that the City Of Rancho Palos Verdes will purchase the goods and/or services offered in your Quote LQW-0873-05. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to _____ , the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'LQW-0873-05' and be sent to:

City Of Rancho Palos Verdes
Attn: _____
_____
_____

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

City Of Rancho Palos Verdes
Attn: _____
_____
_____

Sincerely,

Signature: _____

Name: _____

Title: _____

Email: _____

Contract Terms Acknowledgment

This Contract Terms Acknowledgment (this "**Acknowledgment**") is entered into between **Vigilant Solutions, LLC**, a Delaware corporation ("**Vigilant**") and the entity set forth in the signature block below ("**Customer**"). Vigilant and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

1. Contract Terms Acknowledgment. Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA"), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgment and the signatory to this Acknowledgment represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgment.

2. Entire Agreement. This Acknowledgment, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgment *mutatis mutandis.*

4. Execution and Amendments. This Acknowledgment may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgment may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgment as of the last signature date below.

Signature: _____

Name: _____

Title: _____

Email: _____

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF PALOS VERDES ESTATES, RANCHO PALOS VERDES, ROLLING HILLS, AND ROLLING HILLS ESTATES RELATING TO PLACEMENT AND MAINTENANCE OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS AROUND THE PALOS VERDES PENINSULA

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("First Amendment") is made this 13 day of February 2024, between the CITY OF PALOS VERDES ESTATES, a municipal corporation ("Palos Verdes Estates"), the CITY OF RANCHO PALOS VERDES, a municipal corporation ("Rancho Palos Verdes" or "Lead Agency"), the CITY OF ROLLING HILLS, a municipal corporation ("Rolling Hills"), and the CITY OF ROLLING HILLS ESTATES, a municipal corporation ("Rolling Hills Estates"). Each of the foregoing is sometimes referred to herein as "Member", or collectively as "Members."

RECITALS

A. The Members entered into a Memorandum of Understanding dated June 21, 2016, whereby the Members agreed to enter into a contact with an Automated License Plate Recognition ("ALPR") service provider to purchase, install, and maintain cameras at various entry-points to the Palos Verdes Peninsula with the data being processed through the Los Angeles County Sheriff's Department which is the contract law enforcement agency with three of the four cities, Palos Verdes Estates having its own department increasing public safety (the "MOU"). Unless otherwise defined in this First Amendment, all initially capitalized terms have the meaning defined in the MOU.

B. The Members desire to enter into this First Amendment to the MOU for the purpose of replacing the existing System that is out of warranty with new ALPR cameras and other new equipment.

AGREEMENT

NOW, THEREFORE, the Members agree as follows:

1. Amendment to Section 5(a). Section 5(a) of the MOU is amended and restated as follows:

   (a) Payment. To pay to the Lead Agency (City of Rancho Palos Verdes) their proportional share of the revised costs of the ALPR Contract as shown in Exhibit A of this First Amendment and any other costs authorized under the MOU to purchase, install and operate the upgraded System. The cost estimates presented in Exhibit A have been agreed upon by the Members and are subject to changes in the actual cost of the ALPR Contract. Each Member is required to pay for its own costs, including any charged by the APLR Contractor under a separate agreement with the Contractor. The percentages to be paid by each Member under the Cost Allocation Formula (the "Formula") are as follows:

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

2. Amendments to Exhibits B and C. Exhibits B and C of the MOU are hereby amended and replaced by the attached Exhibits B and C of this First Amendment.

3. Ratification of MOU as Amended. Except as amended under Sections 1 and 2 above, the remainder of the terms of the MOU will remain the same and are hereby ratified by the Members.

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

[SIGNATURE PAGES FOLLOW]

PALOS VERDES ESTATES

_____

Dated: _____ By: _____

APPROVED AS TO FORM

_____

Dated: _____ By: _____

RANCHO PALOS VERDES

_____

Dated: _____ By: _____

APPROVED AS TO FORM

_____

Dated: _____ By: _____

ROLLING HILLS

_____

Dated: _____ By: _____

APPROVED AS TO FORM

_____

Dated: _____ By: _____

ROLLING HILLS ESTATES

_____

Dated: _____ By: _____

APPROVED AS TO FORM

_____

Dated: _____ By: _____

EXHIBIT A - DIVISION OF COSTS

Total Project Cost (Purchase and Installation)

Camera/Equipment Cost	$403,749.68
Installation Cost	$71,000.00
Total Cost	**$ 474,749.68**

City	**Based on Dwelling Units, Population and Land Area (rounded)**	**Purchase and Installation Cost (Vigilant Solutions)**
PVE	20%	$ 94,950.00
RPV	60%	$284,850
RH	7%	$33,232
RHE	13%	$61,717
	100%	**$ 474,749.68**

**The City of Rolling Hills Estates annual ongoing cost related to cellular data for camera connectivity is approximately $2,500.*

EXHIBIT B - MAP

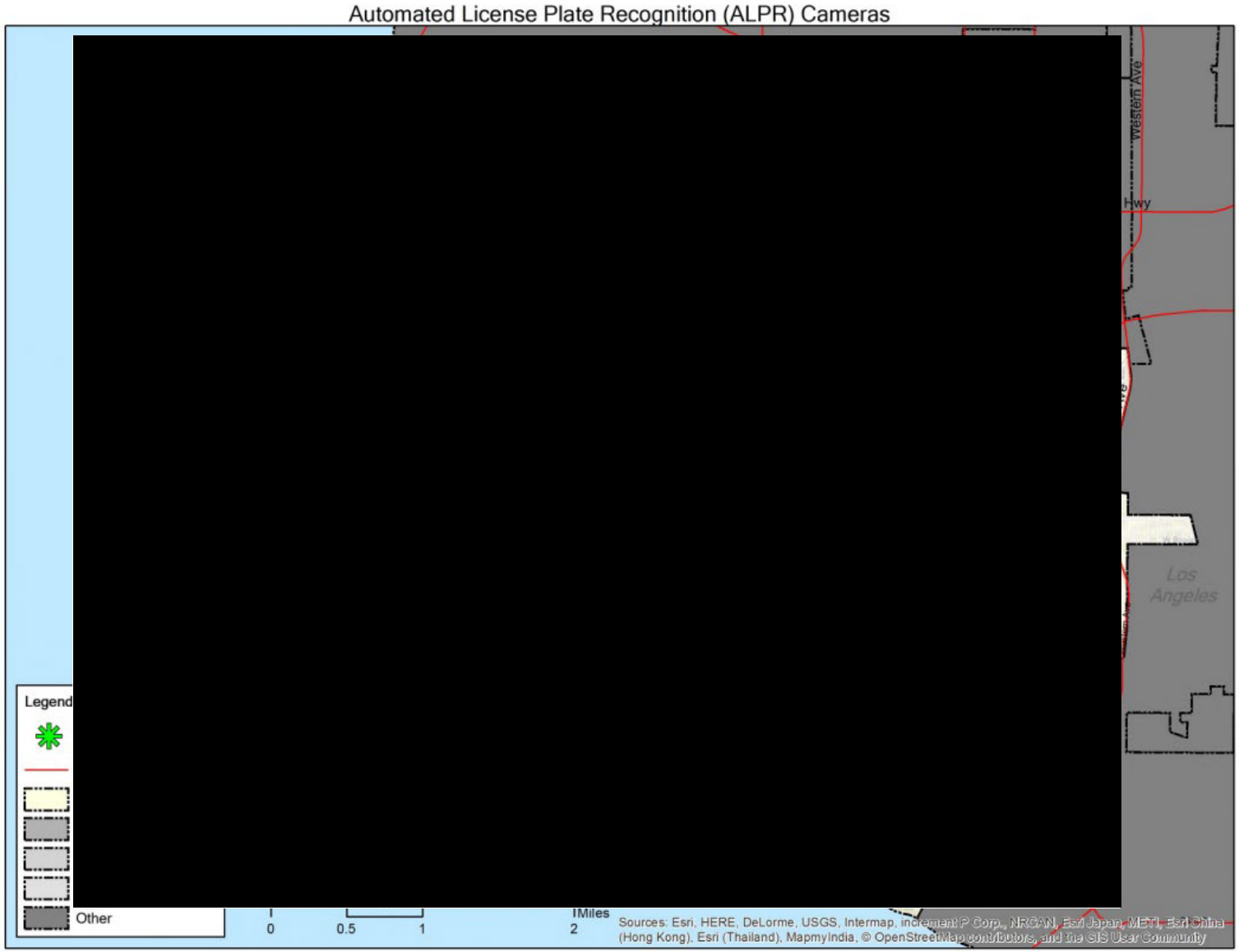

EXHIBIT C -
CITY ADDRESSES

Elaine Jeng, City Manager
City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
(310) 378-0383
Fax: (310) 378-7820

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

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

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

Agenda Item No.: 13.C
Mtg. Date: 02/26/2024

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 APPROVE THE LOMITA STATION SHERIFF'S DEPARTMENT PURCHASE OF LIDAR/RADAR SPEED DETECTION DEVICE EQUIPMENT FOR USE IN THE THREE REGIONAL CONTRACT LAW PENINSULA CITIES**

DATE: **February 26, 2024**

BACKGROUND:
On May 11, 2023, Los Angeles Sheriff's Department's (LASD) Lt. Michael White submitted a supplemental equipment purchase request dated April 19, 2023 (Attachment A), at the Regional Contract Law Committee (RCLC) meeting. The recommended supplemental equipment purchase is an upgraded system utilizing modern technology video recording in addition to LIDAR/RADAR that keeps deputies in the field and provides evidence to better secure convictions. Lt. White also provided a quote from the vendor Kustom Signals, Inc., with product specifics and pricing (Attachment B).

During the RCLC meeting, members requested that Lt. White inquire if the City of Lomita would participate in the purchase of the supplemental equipment so that the vehicles assigned to Lomita Station could be used at all four cities patrolled by Lomita Station Deputies. Lt. White later reported to staff that the City of Lomita purchased their own equipment and would not participate in purchasing this supplemental equipment to be used on the Palos Verdes Peninsula.

A question was raised as to why the cost of this equipment wasn't already included in the annual LASD service contract. Lt. White remarked that LASD provides all necessary equipment required; however, this supplemental equipment purchase would provide additional modernized resources to field deputies than is currently available. The City of Lomita purchased similar hand-held model LIDAR/RADAR equipment a few years ago and the Lomita deputies found them to be more effective in the field.

On November 9, 2023, the supplemental equipment request was brought back for review by the RCLC and possible action to purchase LIDAR/RADAR equipment in accordance with the

RCLC Purchasing Policy for Supplemental Sheriff Equipment. In 2021, the RCLC adopted a Purchasing Policy for Supplemental Sheriff Equipment whereby, outlining supplemental equipment purchase processes, approval thresholds, and member cities' financial obligation percentages per capita. (Attachment C)

The quote for the supplemental equipment is $16,455.36. The fiscal impact to the member cities based on approved percentages from the RCLC Purchasing Policy for Supplemental Sheriff Equipment is as follows:

- Rancho Palos Verdes (68%) - $11,189.65
- Rolling Hills Estates (28%) - $4,607.50
- Rolling Hills (4%) - $658.21

Captain Guerrero presented an update clarifying that Lomita Station would not participate in the purchase of LIDAR/RADAR equipment since the City of Lomita currently purchases its own LIDAR/RADAR equipment. RCLC Staff and Lt. White clarified that the equipment is handheld (not built within the vehicle) and checked out by station deputies.

Lieutenant White confirmed that all deputies who work in supplemental traffic enforcement from Lomita Station are LIDAR-trained and understand their mission is to enforce traffic. Chair Bradley asked Lt. White about existing equipment and requested clarification on the request for LIDAR and RADAR equipment. Lt. White confirmed the request is for upgraded new equipment with camera functionality that records an image of the vehicle in addition to the LIDAR/RADAR technology. Lieutenant White also confirmed that it is the same equipment purchased by the City of Lomita two years ago.

Councilmember Dieringer made a motion, seconded by RCLC Chair Bradley, to approve the purchase of the LIDAR/RADAR equipment for use in Rancho Palos Verdes, Rolling Hills Estates, and Rolling Hills.

It is important to note this item was not presented to the City Council at the second meeting in November or any subsequent meetings for review and approval following the November 9, 2023, RCLC meeting. Staff acknowledges the importance of timely communication with the City Council and commits to bringing similar requests to their attention sooner. This will ensure the City Council remains fully informed and engaged in the decision-making processes regarding LASD equipment purchase requests.

DISCUSSION:
Staff recommends that the City Council review the supplemental equipment purchase and direct staff to move forward with the purchase following the RCLC Purchase Policy guidelines.

FISCAL IMPACT:
A detailed contract quote provided by the vendor, Kustom Signals, Inc., for the purchase of new LIDAR/RADAR equipment is $16,456.36.

Through their respective City Councils and the Peninsula Regional Law Committee, the three cities have preliminarily approved the purchase and the cost-sharing allocation below through the 2021 approved RCLC Purchase Policy.

Council action is required to amend the budget and increase appropriations in the General Fund by $658.21 through a transfer from available General Fund Reserves. The use of General Fund Reserves is consistent with City policy.

RECOMMENDATION:
Approve as presented and direct staff to return with a Budget Amendment.

ATTACHMENTS:
Attachment A - PS_LAS_230419_LIDAR-RADAR_EquipmentRequest.pdf
Attachment B - PS_LAS_230523_KustomSignals_Quote.pdf
Attachment C - PS_LAS_210513_RCLC_PurchasingPolicy_LASD_SuppEquip.pdf

SH-AD-32A (8/17)

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service Since 1850"

DATE: April 19, 2023
FILE:

OFFICE CORRESPONDENCE

FROM: MICHAEL A. WHITE, A/CAPTAIN
LOMITA STATION

TO: CITY MANAGERS
PENINSULA REGIONAL LAW
ENFORCEMENT COMMITTEE

SUBJECT: REQUEST FOR EQUIPMENT

Background

Lomita Sheriff's Station encourages traffic safety and enforces traffic laws in the Peninsula Region. These tasks aim to reduce the number of persons injured or killed in collisions that occur on the Peninsula.

According to the Insurance Institute for Highway Safety (IIHS), speed-related crashes are responsible for approximately 10,000 fatalities annually in the United States. In fact, the IIHS states 26% of all fatal traffic collisions involve excessive speed. In 2019, Lomita Station investigated 336 traffic collisions in the Peninsula Region. In 2022, after the previous purchase and deployment of upgraded speed enforcement equipment, that number fell to 217 traffic collisions, a reduction of 35%.

As part of continued efforts to combat traffic collisions through enhanced enforcement, Lomita Station requests the acquisition of additional RADAR and LIDAR units to provide deputies with the latest generation of enforcement technology.

Discussion

There are three full-time deputies assigned solely to traffic enforcement duties in the Peninsula Region (two deputies utilizing patrol cars and one deputy assigned to a motorcycle) in addition to the standard roster of deputies assigned to respond to calls for service and other law enforcement needs. Lomita Station currently has 3 LIDAR units and 2 mobile RADAR units assigned to the three traffic enforcement deputies. This poses a problem where all three deputies simultaneously engage in traffic enforcement duties. Both LIDAR and RADAR units have specific strengths and weaknesses and are best used in concert with one another.

Recently, Lomita Station has trained more personnel in the use of RADAR/LIDAR as required by 40802 of the California Vehicle Code. Lomita Station currently has the speed enforcement equipment assigned to our traffic enforcement personnel, who are utilizing the equipment effectively. Unfortunately, those additional deputies who are now trained in using RADAR/LIDAR don't have the speed enforcement equipment to utilize their new skills and supplement the current traffic enforcement regime.

In addition to purchasing additional equipment, the latest technology in speed enforcement is the LaserCam4 from Kustom Signals. The laser incorporates the same circuitry as the ProLaser4 that our deputies are familiar with and adds a video camera capable of recording images of the target vehicle along with the speed information on the screen. The addition of video evidence can potentially contribute to increased conviction rates and prevent our deputies from being taken out of the field for court hearings when individuals contest their citations. The purchase of one unit will allow Lomita Station to explore this new technology and the potential enforcement benefits the video evidence provides.

Equipment from Kustom Signals was considered in this analysis as it is one of the largest US-based manufacturers of traffic enforcement equipment. The equipment currently used at Lomita Station is already from this manufacturer, and the build quality has been field tested, as exhibited by 15-year-old equipment still being utilized today. The current RADAR and LIDAR calibration services provider for Lomita Station also recommended the equipment.

Conclusion

The previous purchase of speed measuring equipment has enhanced the ability of Lomita Station to enforce speed limits, potentially contributing to a significant decrease in traffic collision reports in the Peninsula Region. The purchase of additional equipment would allow additional line personnel to supplement the efforts of the traffic enforcement deputies in enforcing the law in the Peninsula Region.

Recommendation

Purchase the following (based on the most recent NASPO contract information, subject to change upon confirmation with the vendor):

3x "Pro Laser 4" LIDAR handheld units @ $2,340.74

3x "Directional Talon" RADAR handheld units @ $1,293.13

1x "LaserCam4" LIDAR handheld unit @ $5,553.75

Approximate total acquisition cost, including 10.25% Los Angeles County sales tax: $18,142.03

Quote Number 00005959

KUSTOM SIGNALS, INC.

Prepared By Amy Walker
Phone (913) 428-3285
Email awalker@kustomsignals.com

Address 10901 W 84th Terr Suite 100
Lenexa, KS 66215

Created Date 5/4/2023
Expiration Date 7/28/2023

Quote To:

Bill To Name LOS ANGELES CO SHERIFF'S OFFICE
Bill To 26123 NARBONNE AVE
LOMITA, CA 90717-2913
USA

Ship To Name LOS ANGELES CO SHERIFF'S OFFICE
Ship To 26123 NARBONNE AVE
LOMITA, CA 90717-2913
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
1670	3.00	Directional Talon Stationary Mode w/ Corded Removable Handle, and Fastest	$1,293.13	$3,879.39
2100	1.00	LaserCam® 4 powered by ProLaser® 4 bundle includes AutoTrak, Wi-Fi, AES 256 encryption, inclinometer, GPS, Li-polymer rechargeable battery, AC battery charger, USB to PC Cable, 16 GB video memory (8+ hours), hard carry case and ProLog LITE video laser back office.	$5,553.75	$5,553.75
2000	3.00	ProLaser 4 bundle includes a Hogue grip, 8 AA rechargeable batteries with charger (4 of which are spares), USB to PC interface cable, 12V accessory power to USB adapter, and hard carry case. Includes shipping & Handling.	$2,340.74	$7,022.22

Totals

Subtotal	$16,455.36
Shipping and Handling	$0.00
Total Amount	$16,455.36

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

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.
CA Purchasing Agreement #7-20-70-45-02
SHIPPING INCLUDED
**********ADDITIONAL OPTIONS**********
LaserCam 4 IR Torch Kit (at time of order only) for portable night operations Includes IR flash light, remote cable, 2x 18650 rechargeable batteries, dual battery charger, mounting bracket with quick release $292

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Quote Number 00005959

KUSTOM SIGNALS, INC.

Prepared By Amy Walker
Phone (913) 428-3285
Email awalker@kustomsignals.com

Address 10901 W 84th Terr Suite 100
Lenexa, KS 66215

Created Date 5/4/2023
Expiration Date 7/28/2023

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due **30 days after invoice date** in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyermay terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

REGIONAL CONTRACT LAW COMMITTEE POLICY

DATE ADOPTED: 5/13/2021

SUBJECT: Purchasing Policy for Supplemental Sheriff Equipment

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POLICY:

The Regional Contract Law Committee (RCLC, "Committee") desires to memorialize a purchasing policy for the Lomita Station Sheriff's Department (Department) to purchase equipment supplemental to the regional law enforcement services contract. Therefore, the RCLC has established this policy for the consideration of purchasing requests made by the Sheriff's Department.

Whereby the Sheriff's Department seeks funding to purchase supplemental equipment from the cities represented by the RCLC (Rancho Palos Verdes, Rolling Hills, and Rolling Hills Estates), the following details the process by which the Department may seek approval for proposed purchases and the Cities may disburse funds:

1. For purposes of this policy, the Sheriff's Department must submit a quote, comprising full cost information to the RCLC in order for the Committee to review and potentially approve. A completed quote must include:
    - 1.1. the vendor's description of the item(s),
    - 1.2. anticipated unit cost of the item(s),
    - 1.3. proposed not to exceed amount for approval, and
    - 1.4. a narrative description of the need for and/or use of the item(s).

2. The Sheriff's Department may solicit quotes at its discretion, according to internal procurement practices, and shall present its purchase request to the RCLC in advance of purchasing the item(s).

3. Purchases will only be allowed for the approved amount. If the purchase amount changes, the RCLC must be informed before the purchase occurs. Any purchases made prior to RCLC approval are subject to the RCLC's ultimate decision of providing funding for the item(s). The RCLC shall not be held financially responsible for item(s) purchased prior to the RCLC's consent.

4. The RCLC shall review all requested equipment expenditures at the regularly scheduled Committee meetings. The Sheriff's Department may request an item be placed on the agenda no less than two weeks in advance of the meeting.

5. Should the expenditure(s) be approved by the RCLC, invoices shall be billed to the City of Rancho Palos Verdes (30940 Hawthorne Blvd., Rancho Palos Verdes CA 90275). Rancho Palos Verdes shall invoice Rolling Hills and Rolling Hills Estates for their portion of the amount as follows: Rancho Palos Verdes (68%); Rolling Hills Estates (28%); and Rolling Hills (4%).

6. It remains the responsibility of the Sheriff's Department to ensure timely delivery of equipment, full working order of the equipment, and timely delivery of invoices to the City of Rancho Palos Verdes.

7. If the total cost of the purchase is less than $3,000 the City Managers from the three cities may authorize the expenditure without a vote by the RCLC.

BACKGROUND:

The RCLC occasionally is asked to approve supplemental expenditures for the Lomita Sheriff's Station, in addition to its contracted budget. Without County or grant funds, it is the responsibility of the RCLC, and the three cities, to evaluate and fund the supplemental equipment purchases conducted by the Lomita Sheriff's Station.

Agenda Item No.: 15.A
Mtg. Date: 02/26/2024

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 OF PARTICIPATING IN SECOND ANNUAL ARBOR DAY EVENT AT THE CITY HALL CAMPUS ON APRIL 26, 2024

DATE: February 26, 2024

BACKGROUND:
Arbor Day, from the Latin origin of the word arbor, is a holiday that celebrates the planting, upkeep, and preservation of trees. For centuries, communities spanning the globe have found various ways to honor nature and the environment.

Arbor Day has been celebrated in the nation since April 10, 1872, when about 1 million trees were planted in Nebraska. The idea stemmed from J. Sterling Morton, a tree enthusiast and Nebraska newspaper editor. As Arbor Day Foundation explains, people moving to the state's plains missed living among trees they needed for fuel, lumber, shade, and erosion control.

The foundation says that celebrating the holiday by planting trees is a tradition that sprouted in 45 states and territories by 1920, especially in schools. Today, tree lovers mark the day in all 50 states after President Richard Nixon issued a proclamation designating the last Friday of April 1970 as National Arbor Day.

Last year, then-Mayor Pro Tem Leah Mirsch officially announced April 28, 2023, as Arbor Day in the City of Rolling Hills. In celebration of Arbor Day, city partner Bennett Landscaping donated a tree and planted the donated tree on the City Hall campus that same day. Mayor Pro Tem Mirsch, resident Ralph Black, Rolling Hills Community Association Manager Kristen Raig, and City Clerk Christian Horvath attended the event.

The celebration event was the first in Rolling Hills. Bennett Landscaping discussed with staff that they would like to celebrate annually with the city.

DISCUSSION:
Bennett Landscape has again offered to celebrate Arbor Day on Friday, April 26, 2024, by providing a tree of choice, if available, soil and planting amendments, slow-release fertilizer

tablets, lodgepole staking, and cinch ties, as well as labor, and 60-day post-maintenance watering at no additional cost to the City.

If the City Council is interested in participating again, staff will promote the event through the blue newsletter and Nextdoor. This year staff will also coordinate with the RHCA and different clubs to gain broader resident outreach and awareness.

Per Ric Dykzeul's City Hall landscape design plan, which will be presented to the City Council in March 2024 for review and approval, there are three proposed locations for additional trees:

1. The first is opposite the traffic circle / mailbox on north side of parking area.
2. The second is just beyond community association parking as the access road narrows on the south side.
3. The third proposed tree (Tabaebuia impetiginosa – pink trumpet tree) was planted last year between City Hall and Portuguese Bend Road along the Equestrian path as part of the Arbor Day Celebration.

Finally, Bennett Landscape can accommodate three planting sessions and is seeking guidance from the City Council regarding the selection of one of the following time frames: 9 am, 11 am, 12:30 pm, 2 pm, and 3:30 pm.

FISCAL IMPACT:
There is no fiscal impact to celebrating Arbor Day.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_AGN_240212_CC_Bennett_ArborDay_Offer.pdf
CL_AGN_230508_CC_ArborDay_Pics.pdf
CL_AGN_240212_CC_ArborDay_ND-Post_2023.pdf
CL_NWS_230420_F.pdf

You'll Value Our Views

Bennett LANDSCAPE

A Professional Landscape Company
Award Winning, Full-Service Landscape Design, Installation and Maintenance

Arbor Day Celebration!

Bennett Landscape would like to celebrate Arbor Day April 26, 2024 with your City and the Public at no costs!

In conjunction with Arbor Day celebrations around the nation, here is how you can participate:

- Bennett Landscape will provide the "tree of choice, if available, soil amendments, planting amendments, slow-release fertilizer tablets, lodgepole staking, and cinch ties." All labor and 60-day post maintenance "watering" at **"no cost to the City"** for public awareness throughout the South Bay
- The City will provide City Council representation, news release, website posting etc.

Please advise of your interest in the program by Friday March 29, 2024, as we will only be able to accommodate 3 plantings….9am, 11am, 12:30pm, 2:00pm, and 3:30pm.

Thank you!

Sean Bennett
Bennett Landscape
Founder

Your Landscape Contractor for over 39 years!!!

Bennett Landscape 35th ANNIVERSARY 1983 - 2018

Planting • Irrigation • Masonry • Carpentry • Lighting • Tree Trimming • Design
25889 Belle Porte Ave., Harbor City, CA 90710 ▪ Bus (310) 534-3543 ▪ Fax (310) 534-3176
www.bennett-landscape.com ▪ bennettlandscape@cox.net
Bonded/Insured/Member: International Society of Arboriculture & Irrigation Association
C27 479003/PCO 30123

City of Rolling Hills

City Clerk / Executive Assistant to the City Manager Christian Horvath • 11 Apr

Join the City of Rolling Hills for a Celebration of Arbor Day with the planting of a new tree on the City Hall Campus.

Friday, April 28th at 9am.

Tree and care donated by Bennett Landscape.

Posted to Subscribers of City of Rolling Hills

61 Impressions

Like Comment Share

CITY COUNCIL
James Black, M.D.
Bea Dieringer
Leah Mirsch
Jeff Pieper
Patrick Wilson

April 18, 2023 *Issue No. 23-08*

THE LOS ANGELES COUNTY FIRE DEPARTMENT TELLS ALL: Secrets to June's Brush Clearance Inspections. Sunday, April 30, 2023, 4pm-6pm

The Block Captain Program is hosting a Q/A event with **free food and libations** on the LA County Fire Department's upcoming brush clearance inspections commencing on June 1 in Rolling Hills. LA County Fire Department Assistant Fire Chief Brian Bennett, overseeing all the operations in the Southbay cities will discuss changes to expect in the 2023 Brush Clearance Inspections. Please RSVP at 310-377-1521 or email Christian Horvath at chorvath@cityofrh.net by April 23

POTENTIAL CAPITAL IMPROVEMENT FUNDS FROM CONGRESSMEMBER TED LIEU!

Congressmember Ted Lieu advocated City staff's request for $1.8M to the House Appropriations Committee in March 2023 to fund the construction of the 8" sewer main on Portuguese Bend Road/Rolling Hills Road. Earlier in the fiscal year, the City Council directed City staff to pursue grant funds for the project. City staff found an opportunity through Congressmember Lieu's Community Project Funding program and requested funds through a process competing with other municipal projects in the Southbay. City staff anticipates news of potential funding by October 1, 2023.

OUTDOOR SIREN STUDY PROJECT UPDATES

At the March 27th City Council meeting, the Council approved an amended agreement with HQE Systems, Inc. to perform another sound propagation study utilizing three City Council approved pole locations: (1) City Hall, (2) Fire Station 56, and (3) CalWater site adjacent to the Crest Road East gate. HQE Systems Inc. is anticipated to provide results of the study within a month.

ARBOR DAY EVENT AT CITY HALL CAMPUS

FRIDAY, APRIL 28th – 9:00am

Arbor Day, which literally translates to "tree" day from the Latin origin of the word arbor, is a holiday that celebrates the planting, upkeep and preservation of trees. For centuries, communities spanning the globe have found various ways to honor nature and the environment. Join the Mayor and Mayor Pro Tem for a new tree planting in celebration of Arbor Day on the City Hall campus. The tree and care are donated by Bennett Landscape.

COURTS CLUB CINCO DE MAYO EVENT!

SUNDAY, MAY 6th – 8:30am-11am

SAVE THE DATE!

CABALLEROS PANCAKE BREAKFAST

SUNDAY, MAY 21, 2023

ROLLING HILLS CRIMES REPORTED
For the time period March 26-April 8, 2023
None

UPCOMING CITY MEETINGS
City Council Meeting
04/24/23 at 7:00 pm
Planning Commission Meeting
5/16/22 at 6:30pm
Traffic Commission Meeting
5/25/23 at 8:30am

CITY COUNCIL PRELIMINARY BUDGET DISCUSSIONS

To address the anticipated structural deficit for the next fiscal year, at the March 27, 2023 City Council meeting, the City Council directed staff to cut the budget for City Council expenses by 50% and emergency preparedness by approximately $30,000. City staff was also directed to eliminate false alarm fees and convert the $750 deposit to a fee for publication and noticing costs associated with private development projects. Additionally, the City Council also discussed the refuse service fee. For the past eight years, the City Council charged residents $1,100 per parcel per year for refuse collection services. The service fee increases annually based on the Sewer/Water/Trash Consumer Price Index per the Franchise Agreement with Republic Services. Each year, the City Council would vote on whether if they want to fund the rate increase using city funds or charge the residents accordingly on the Los Angeles County property tax roll. In the last eight fiscal years, the City Council voted to pay for the service fee rate increases using city funds, keeping the charge to residents at $1,100 per parcel per year. To close the gap on the anticipated deficit estimated at $350,000 for the upcoming fiscal year, the City Council voted to charge the residents the rate for 2023-2024 (estimated at $1,432.11 per parcel) **OR** an amount between $1,100 and $1,432.11. To do so, the City is required to adhere to the provisions of Proposition 218.

PROPOSITION 218 NOTICE ON POTENTIAL REFUSE COLLECTION SERVICE FEE INCREASE

In accordance with state law, and the City Council's direction to staff at the March 27, 2023 meeting, each resident will soon be receiving a notice on the potential refuse service fee increase. A public hearing is scheduled on **June 12, 2023 at 7:00 p.m. in Council Chambers** for residents to share their thoughts on the matter. Residents can also submit a written protest to the increase. Please contact City Attorney Pat Donegan at (310) 377-1521 with questions.

EMERGENCY PREPARED: WELLNESS CHECK AT FIRE HYDRANTS IN THE COMMUNITY

As a part of the city's on-going emergency preparedness efforts, City staff met with the Los Angeles County Fire Assistant Chief Brian Bennett on Friday, April 14, 2023 discussing the health of the fire hydrants in Rolling Hills. Are they well maintained? Do they have the adequate water pressure to fight fires? Are they accessible/visible to the Fire Department? The responsibility to ensure functionality, and proper maintenance of fire hydrants is shared between the water purveyor and the Fire Department. City staff requested Chief Bennett to provide a wellness assessment of the hydrants in the community. In response, this week he met with representatives of California Water Service (Cal Water), the purveyor for Rolling Hills and reported that Cal Water has a hydrant maintenance team that provides scheduled service to all fire hydrants. The scheduled service includes test for flow, pressure and leaks. Cal Water is also maintaining a 36" clearance around each hydrant and cleaning and painting the inventory regularly. Cal Water reported no current issues with hydrants in Rolling Hills. **Please report concerns with hydrants to Cal Water Service 24 HR Line (310) 257-1400.**

THIS AGENDA MAY NOT BE COMPLETE. THE FINAL AGENDA WILL BE POSTED AT CITY HALL 72 HOURS BEFORE THE CITY COUNCIL MEETING. THE FINAL AGENDA IS ALSO POSTED ON THE CITY OF ROLLING HILLS WEBSITE AT WWW.ROLLING-HILLS.ORG.

Public Participation: The meeting agenda is available on the City's website (https://www.rolling-hills.org/government/agenda/index.php). A live audio of the City Council meeting will be available on the City's website (https://www.rolling-hills.org/government/agenda/index.php). Members of the public may observe and 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 (e.g., phone numbers, addresses, etc.) that you do not want to be published.
To locate City Council Meeting Agendas and recordings, go to: https://cms5.revize.com/revize/rollinghillsca/government/agenda/index.php.
To locate City Council Agenda Packets, go to: https://cms5.revize.com/revize/rollinghillsca/government/city_council/city_council_archive_agendas/index.php.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS
A. PRESENTATION OF CAL CITIES WOMEN'S CAUCUS, WOMEN OF PERSISTENCE AWARD CERTIFICATE AND CITY COUNCIL COMMENDATION TO ROLLING HILLS RESIDENT DR. CARMEN ESTRADA SCHAYE
B. PRESENTATION BY SITELOGIQ
5. APPROVE ORDER OF THE AGENDA
6. BLUE FOLDER ITEMS (SUPPLEMENTAL)
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
Matters which may be acted upon by the City Council in a single motion.
A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 24, 2022
B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA
C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: APRIL 10, 2023
D. PAYMENT OF BILLS
E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR FEBRUARY 2023
F. RECEIVE AND FILE PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC TO COMPLETE A NOTICE OF INTENT (NOI) IN THE NEXT ROUND OF CALOES/FEMA FUNDING FOR ADDITIONAL VEGETATION MANAGEMENT PROJECT(S) IN ROLLING HILLS
G. APPROVE AREA G'S SOUTH BAY ALERT ADMINISTRATOR CONTRACT RENEWAL FOR USE WITH THE EVERBRIDGE SYSTEM
H. CONSIDER AND APPROVE SUBSCRIPTION TO LOS ANGELES COUNTY'S GEOGRAPHIC INFORMATION SYSTEM (GIS)
9. EXCLUDED CONSENT CALENDAR ITEMS
10. COMMISSION ITEMS
11. A. ZONING CASE NO. 22-51: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW FOR 1) A 912-SQUARE-FOOT SWIMMING POOL/SPA, 2) DETACHED GARAGE, 3) APPURTENANT STRUCTURES, HARDSCAPE, LANDSCAPE, AND 4) NON-EXEMPT GRADING; CONDITIONAL USE PERMITS FOR 1) AN EQUESTRIAN RIDING ARENA, 2) RELOCATION OF AN EXISTING DRIVEWAY APRON, 3) 1,334-SQUARE-FOOT RECONSTRUCTED STABLE ON THE SAME FOOTPRINT; AND VARIANCES FOR 1) STRUCTURES TO ENCROACH INTO THE REQUIRED SETBACKS AND FRONT YARD, AND 2) TO EXCEED THE 20% FRONT YARD COVERAGE FOR THE DRIVEWAY, IN ZONING CASE NO. 22-81 LOCATED AT 9 PORTUGUESE BEND ROAD, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 74-RH) (WILLIS)
12. PUBLIC HEARINGS
13. OLD BUSINESS
14. NEW BUSINESS
A. FISCAL YEAR 2022/23 INTERIM FINANCIAL REPORT FOR THE NINE MONTHS ENDED MARCH 31, 2023
B. CONSIDER AND APPROVE AMENDED CITY MANAGER EMPLOYMENT CONTRACT
15. MATTERS FROM THE CITY COUNCIL
16. MATTERS FROM STAFF
17. RECESS TO CLOSED SESSION
17. RECONVENE TO OPEN SESSION
18. ADJOURNMENT
NEXT REGULAR MEETING: MONDAY, MAY 8, 2023 AT 7:00 P.M.

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 agpenda and attendance at this meeting.