



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, March 25, 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. 1361

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 MARCH 25, 2024](#)

RECOMMENDATION: Approve.

[CL_AGN_240325_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: MARCH 11, 2024 REGULAR MEETING

RECOMMENDATION: Approve as presented.

[CL_MIN_240311_CC_F.pdf](#)

- 8.D. PAYMENT OF BILLS

RECOMMENDATION: Approve as presented.

[CL_AGN_240325_CC_PaymentOfBills_E.pdf](#)

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

RECOMMENDATION: Receive and file.

[VC_REP_240320_Feb_YTD_TonnageReport.pdf](#)

[VC_REP_240320_Feb_C&D_Report.pdf](#)

[VC_REP_240320_Feb_RedTags.pdf](#)

[VC_REP_240320_Feb_CallLog.pdf](#)

[VC_REP_240325_ComplaintsList_0224_Redacted.pdf](#)

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

- 12.A. APPROVE THE HARBOR TOXICS COST SHARE FORMULA FOR THE UPCOMING MEMORANDUM OF UNDERSTANDING PERIOD WITH THE REGIONAL MONITORING COALITION

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

[Harbor Toxic Downstream FY 2024-2029_R1.pdf](#)

[Harbor Toxic Downstream FY 2024-2029_R1_worse case.pdf](#)

[GWMA_MOU_FINAL_2019.pdf](#)

- 12.B. RECEIVE A STATUS UPDATE ON TENNIS COURT ADA, CABANA AND TENNIS COURT #1 EXPANSION PROJECTS (PENDING RHCA PLANS)

RECOMMENDATION: Receive and file.

- 12.C. RECEIVE AND FILE AN UPDATE FROM SITELOGIQ REGARDING THE SOLAR PHOTOVOLTAIC DUAL-FUEL EMERGENCY GENERATOR PROJECT FOR THE CITY HALL CAMPUS BACK-UP POWER / RESILIENCY AND TIMELINE TOWARDS A PUBLIC HEARING

RECOMMENDATION: Receive and file. Provide direction to staff and SiteLogIQ to bring the project presentation to the RHCA Board before returning for a formal Public Hearing with the City Council.

[CL_AGN_240311_CC_SiteLogIQ_DER_OptionsMatrix.pdf](#)

[CL_AGN_240325_CC_SiteLogIQ_CanadianSolarModule.pdf](#)

[CL_AGN_240325_CC_SiteLogIQ_SolarEdgeInverter.pdf](#)

[CL_AGN_240325_CC_SiteLogIQ_IronRidgeRackingSystem.pdf](#)

[CL_AGN_240325_CC_SiteLogIQ_Generac_ProtectoSeriesModel_RG048.pdf](#)

[CL_AGN_240325_CC_SiteLogIQ_Generac_48-80kw_BackupGeneratorSS.pdf](#)

13. NEW BUSINESS

- 13.A. [APPROVE PROPOSED CITY HALL CAMPUS LANDSCAPE DESIGNS AND ACCEPTANCE OF CALIFORNIA WATER SERVICES 2024 TURF REPLACEMENT REBATE PROGRAM OFFER TO ASSIST IN EFFECTUATING HOME HARDENING STRATEGIES AND REFRESHED WATERWISE PLANTINGS AND IRRIGATION](#)

RECOMMENDATION: Approve as presented.

[Attachment A - CL_AGN_240325_CC_Dykzeul_CampusDesign.pdf](#)

[Attachment B - CL_AGN_240325_CC_CalWater_Rebate_Approval.pdf](#)

[Attachment C - CL_AGN_240325_CC_CalWaterProgramOverviewPrintout.pdf](#)

[Attachment D - CL_AGN_240325_CC_CalWaterFrequentlyAskedQuestionsPrintout.pdf](#)

[Attachment E - CL_AGN_240325_CC_CalWaterTerms&ConditionsPrintout.pdf](#)

[Attachment F - CL_AGN_240325_CC_Bennett_Phase1_Estimate.pdf](#)

[Attachment G - CL_AGN_240325_CC_Bennett_Phase2_Estimate.pdf](#)

[Attachment H - CL_AGN_240325_CC_LandscapeDesign-Rebate_Presentation.pdf](#)

[Attachment I - CA_AGR_221213_PSA_BennettLandscape_Maintenance_E.pdf](#)

- 13.B. [APPROVE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH REVIZE LLC. AKA REVIZE SOFTWARE SYSTEMS FOR A ONE-YEAR EXTENSION OF WEBSITE REDESIGN, HOSTING, AND SOFTWARE SERVICES](#)

RECOMMENDATION: Approve as presented.

[CA_AGR_240325_Revize_Amendment01.pdf](#)

[CA_AGR_190416_Revize_E.pdf](#)

14. MATTERS FROM THE CITY COUNCIL

15. MATTERS FROM STAFF

- 15.A. [RECEIVE AND FILE NOTIFICATION FROM CONGRESSMAN LIEU'S OFFICE REGARDING FISCAL YEAR 2024 LOCAL COMMUNITY PROJECT FUNDING AWARD OF \\$1 MILLION DOLLARS TOWARDS PHASE 1 OF THE PORTUGUESE BEND ROAD / ROLLING HILLS ROAD 8" SEWER MAIN PROPOSED CAPITAL PROJECT](#)

RECOMMENDATION: Receive and file. Direct staff to agendize a discussion item regarding the potential Portuguese Bend Road/Rolling Hills Road 8" Sewer Line project Phase 1.

[CL_AGN_240325_Lieu_FY24_CF_PressRelease.pdf](#)

- 15.B. [VERBAL UPDATE ON REPUBLIC SERVICES CLEANUP EVENTS](#)

RECOMMENDATION: Receive and file.

16. RECESS TO CLOSED SESSION

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, April 8, 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: 03/25/2024

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 MARCH 25, 2024

DATE: March 25, 2024

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve.

ATTACHMENTS:

[CL_AGN_240325_CC_AffidavitofPosting.pdf](#)



Administrative Report

8.A., File # 2244

Meeting Date: 3/25/2024

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 25, 2024

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council
Posting Type	Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php

Meeting Date & Time	MARCH 25, 2024	7:00pm Open Session
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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: March 22, 2024



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 03/25/2024

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: March 25, 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: 03/25/2024

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: MARCH 11, 2024 REGULAR MEETING

DATE: March 25, 2024

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[CL_MIN_240311_CC_F.pdf](#)



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, Dieringer, Mayor Pro Tem Pieper, Mayor Mirsch

Councilmembers Absent:

Black

Staff Present:

Karina Bañales, City Manager

Christian Horvath, City Clerk / Executive Assistant to the City Manager

John Signo, Planning & Community Services Director

Samantha Crew, Management Analyst

Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pieper

Councilmember Black arrived at 7:02 p.m.

4. PRESENTATIONS / PROCLAMATIONS / ANNOUNCEMENTS

4.A. MAYOR'S PRESENTATION OF CERTIFICATE RECOGNIZING CAPTAIN JAMES C. POWERS FOR HIS 36 YEARS OF SERVICE TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Mayor Mirsch read a short bio of Captain Powers 36 years of service and invited him to speak. Captain Powers reflected on his service and time with the Lomita Station and thanked the block captain community for their efforts in matters of public safety and wildfire mitigation. He also acknowledged his wife, Gina.

Mayor Mirsch presented a Certificate of Recognition to Captain Powers.

5. APPROVE ORDER OF THE AGENDA

Mayor Mirsch announced that the City Council would move Closed Session Item 16A after Item 5.

Motion by Mayor Pro Tem Pieper, seconded by Councilmember Wilson to move Closed Session Item 16A after Item 5 and approve order of the agenda. Motion carried with the following vote:

AYES: Wilson, Black, Pieper, Mayor Mirsch

NOES: Dieringer

ABSENT: None

16. RECESS TO CLOSED SESSION – 7:12 P.M.

16.A. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION - (PARAGRAPH (2) OF SUBDIVISION (D) AND PARAGRAPH (2) OF SUBDIVISION (E) OF GOVERNMENT CODE SECTION 54956.9) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE CITY IN THE LITIGATION.

SIGNIFICANT EXPOSURE TO CIVIL LITIGATION (1 POTENTIAL CASE) - ALLEGED VIOLATIONS OF MS4 NPDES PERMIT

17. RECONVENE TO OPEN SESSION – 7:39 P.M.

City Attorney Donegan noted there was no reportable action.

Mayor Mirsch introduced new Management Analyst Samantha Crew and invited her to tell the Council a little bit about herself. Management Analyst Crew gave a brief background of prior experience.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Mayor Pro Tem Pieper, seconded by Councilmember Dieringer to receive and file Blue Folder Items for Item 7 and 14B. Motion carried unanimously with the following vote:

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 11, 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: FEBRUARY 26, 2024 REGULAR MEETING

8.D. PAYMENT OF BILLS

8.E. ADOPT RESOLUTION NO. 1359 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY \$34,420.39 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR CONTINUED FUNDING OF THE REGIONAL AUTOMATED LICENSE PLATE RECOGNITION (ALPR) PROGRAM, ONE-TIME CAMERA REPLACEMENT PURCHASE, INSTALLATION, AND ONGOING MAINTENANCE

8.F. ADOPT RESOLUTION NO. 1360 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY \$658.21 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR THE LOMITA STATION SHERIFF'S DEPARTMENT PURCHASE OF LIDAR/RADAR SPEED DETECTION DEVICE EQUIPMENT FOR USE IN THE THREE REGIONAL CONTRACT LAW PENINSULA CITIES

8.G. RECEIVE AND FILE THE ANNUAL PROGRESS REPORTS FOR THE GENERAL PLAN

8.H. RECEIVE AND FILE THE ANNUAL PROGRESS REPORT FOR THE HOUSING ELEMENT

Motion by Councilmember Wilson, seconded by Mayor Pro Tem Pieper to approve Consent Calendar. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS – NONE

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS – NONE

13. NEW BUSINESS

13.A. CONSIDERATION OF REQUEST FROM THE ROLLING HILLS COMMUNITY ASSOCIATION TO APPROVE INSTALLATION OF A BACKUP NATURAL GAS GENERATOR AT THE NORTHEAST CORNER OF THEIR BUILDING

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

Public Comment: Kristen Raig

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

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

13.B. RECEIVE AND FILE AN UPDATE FROM SITELOGIQ REGARDING THE SOLAR PHOTOVOLTAIC DUAL-FUEL EMERGENCY GENERATOR PROJECT FOR THE CITY HALL CAMPUS BACK-UP POWER / RESILIENCY AND TIMELINE TOWARDS A PUBLIC HEARING

Presentation by City Clerk / Executive Assistant to the City Manager Christian Horvath
Josh Steeber, SiteLogiQ

Public Comment: Alfred Visco

Motion by Councilmember Black, seconded by Mayor Mirsch to approve Option C and the installation of a dual-fuel backup generator. Motion failed with the following vote:

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

Motion by Mayor Pro Tem Pieper, seconded by Councilmember Wilson to present specific schematics and bottom-line costs for both Option B (Photovoltaic Solar System with dual-fuel backup generator) and Option C (dual-fuel backup generator only) at the March 25, 2024 Council meeting. Motion carried with the following vote:

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

14. MATTERS FROM THE CITY COUNCIL

14.A. RECEIVE A REPORT ON THE ACTION OF THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) BOARD OF DIRECTORS REGARDING MEMBERSHIP DUES AND PROVIDE DIRECTION TO STAFF (COUNCILMEMBER DIERINGER)

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

Public Comment: Rolling Hills Estates Mayor Pro Tem Debby Stegura, Gardena Councilmember Rodney Tanaka, SBCCOG Staff David Leger

Motion by Councilmember Dieringer, seconded by Mayor Mirsch to stay with the SBCCOG under the new proposed dues structure. Motion carried with the following vote:

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

14.B. DISCUSSION REGARDING AT&T'S APPLICATIONS TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION REQUESTING REMOVAL OF OBLIGATION TO PROVIDE TRADITIONAL LANDLINE PHONE SERVICE WITHIN THEIR SERVICE TERRITORY AS CARRIER OF LAST RESORT AND REQUEST TO GIVE UP ITS DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER (COUNCILMEMBER DIERINGER)

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

Public Comment: Mckenzie Neely-Wright, Michael & Marcia Schoettle (via email)

Motion by Councilmember Dieringer, seconded by Councilmember Black to write a letter in opposition. Motion carried with the following vote:

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

15. MATTERS FROM STAFF

15.A. CONSIDER AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO A PROFESSIONAL SERVICE AGREEMENT WITH WILL DAN ENGINEERING TO PROVIDE CIVIL ENGINEERING, CITY ENGINEERING, CITY TRAFFIC ENGINEERING, BUILDING OFFICIAL AND GEOTECHNICAL ENGINEERING SERVICES FOR THE CITY ON AN ON-CALL BASIS

Presentation by Planning & Community Services Director John Signo,

Public Comment: Vanessa Munoz

Motion by Councilmember Black, 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

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

16.B. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION - (PARAGRAPH (2) OF SUBDIVISION (D) AND PARAGRAPH (2) OF SUBDIVISION (E) OF GOVERNMENT CODE SECTION 54956.9) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE CITY IN THE LITIGATION. SIGNIFICANT EXPOSURE TO CIVIL LITIGATION (1 POTENTIAL CASE) – THREAT OF LITIGATION FROM RESIDENTS IN AND AROUND THE FLYING TRIANGLE MADE TO CITY OFFICIALS AND THE CITY MANAGER REGARDING THE THREAT OF A LANDSLIDE DUE TO INCREASED RAIN EVENTS AND WATER DRAINAGE IN THE AREA

17. RECONVENE TO OPEN SESSION – 10:44 P.M.

City Attorney Donegan noted there was no reportable action.

18. ADJOURNMENT: 10:44 P.M.

The meeting was adjourned at 10:44 p.m on March 11, 2024. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, March 25, 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: 03/25/2024

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: March 25, 2024

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

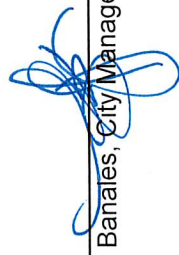
[CL_AGN_240325_CC_PaymentOfBills_E.pdf](#)

CITY OF ROLLING HILLS
AP24-014, ACH24-018
 Check Run 03/20/2024

Check No.	Check Date	Payee	Description	Amount
028537	3/20/2024	4Leaf, Inc.	February 2024 Code Enforcement Services	5,130.00
028538	3/20/2024	Best Best & Krieger LLP	General Services - February 2024	4,066.00
028538	3/20/2024	Best Best & Krieger LLP	Legal - Code Enforcement - February 2024	1,083.47
028538	3/20/2024	Best Best & Krieger LLP	Legal Land Use-February 2024	325.00
CHECK TOTAL			\$ 5,474.47	
028539	3/20/2024	Cell Business Equipment	Toner Supply for Sharp Copier	27.00
028540	3/20/2024	Environmental Design Associates	Landscape Plan Review - 2 Possum Ridge Road	500.00
028541	3/20/2024	Executive Suite Services Inc.	February 2024 Monthly Janitorial Services	920.00
028541	3/20/2024	Executive Suite Services Inc.	January 2024 Monthly Janitorial Services	1,150.00
CHECK TOTAL			\$ 2,070.00	
028542	3/20/2024	Gladwell Governmental Services, Inc.	Record Retention Legal Review FY23-24	300.00
028543	3/20/2024	LA County Sheriff's Department	February 2024-LMT Traffic Enforcement Special Event	3,099.24
028544	3/20/2024	MV CHENG AND ASSOCIATES	February 2024 Monthly Accounting Services	17,030.00
028545	3/20/2024	NV5, INC.	February 2024 Services- CORH-22-11241 Flow	2,112.13
028546	3/20/2024	Providence Health & Services	Employee Medical Clearance Service	95.00
028547	3/20/2024	Willdan Inc.	Feb 2024 Bldg Plan Check/Permit Project	1,775.00
ACH-491	3/18/2024	Abila	Accounting Software from 03-18-24 to 04-17-24	349.67
ACH-492	2/20/2024	CalPERS	PERS Retirement P/E 02-20-24	3,065.82
ACH-493	2/28/2024	California Water Service Co.	Water Usage 01-30-24 to 02-28-24_Rancho#74654	402.43
ACH-494	2/28/2024	California Water Service Co.	Water Usage 01-30-24 to 02-28-24 Rolling#54654	1,025.61
ACH-495	3/7/2024	The Gas Company	Gas Usage from 02-06-24 to 03-07-24	131.74
ACH-496	2/23/2024	Pacific Premier Bank / FNBO	Pac Prem#5550 February 2024 Credit Card Stmt	430.16
ACH-497	2/23/2024	Pacific Premier Bank / FNBO	Pacific Prem #0306 February 2024 Credit Card Stmt	945.00
ACH-498	3/25/2024	Pitney Bowes	Postage Lease 12-27-23 to 03-26-24	454.49
ACH-499	1/5/2024	Robert Half	Temp Admin Staff P/E 01-05-24	820.56
ACH-500	1/12/2024	Robert Half	Temp Admin Staff P/E 01-12-24	1,367.60
ACH-501	3/8/2024	Robert Half	Temp Admin Staff P/E 03-08-24	1,265.03
ACH-502	3/15/2024	Robert Half	Temp Admin Staff P/E 03-15-24	1,094.08

ACH-503	2/21/2024	Southern California Edison	Electricity Usage 01-23-24 to 02-21-24 ACCT#8030	624.51
ACH-504	3/5/2024	Vantagepoint Transfer Agents -	Deferred Comp Contributions PR Ending 03-05-24	1,693.58
PR LINK	3/8/2024	PR LINK - Payroll & PR Taxes PR#5	Payroll Processing Fee PR#5_02/21/24 - 03/05/24	60.02
PR LINK	3/8/2024	PR LINK - Payroll & PR Taxes PR#5	Pay Period PR#4_02/21/24 - 03/05/24	18,069.48
REPORT TOTAL				69,412.62

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
\$ 69,412.62 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: 03/25/2024

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 FEBRUARY 2024

DATE: March 25, 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_240320_Feb_YTD_TonnageReport.pdf](#)
[VC_REP_240320_Feb_C&D_Report.pdf](#)
[VC_REP_240320_Feb_RedTags.pdf](#)
[VC_REP_240320_Feb_CallLog.pdf](#)
[VC_REP_240325_ComplaintsList_0224_Redacted.pdf](#)

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE

2024

Year2024

Franchise Y/NY

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%
2	Greenwaste	44.84	44.84	-	100.00%
	Recycle	1.90	0.72	1.18	37.67%
	Trash	215.96	-	215.96	0.00%
2 Total		262.70	45.56	217.14	17.34%
Grand Total		587.53	123.29	464.24	20.98%



CITY OF ROLLING HILLS NON-FRANCHISE
2024

Year 2024
Franchise Y/N N

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
1	Greenwaste	19.61	19.61	-	100.00%
	Recycle	0.27	0.04	0.23	15.00%
	Trash	59.97	-	59.97	0.00%
	Organics	0.16	0.10	0.06	61.71%
	C&D	4.27	3.43	0.84	80.24%
	1 Total	84.29	23.18	61.11	27.50%
2	Greenwaste	16.94	16.94	-	100.00%
	Recycle	0.29	0.11	0.18	37.67%
	Trash	57.05	-	57.05	0.00%
	C&D	11.29	9.05	2.25	80.10%
2 Total		85.57	26.09	59.47	30.50%
Grand Total		169.85	49.27	120.58	29.01%



Republic Services
C&D Report

City of Rolling Hills
Reporting Period February-24

Disposal Site	Material	Loads Taken	Tons Collected
CWS	C&D	1	11.19

Summary	
Row Labels	Sum of Tons Collected
C&D	11.19
Grand Total	11.19



Sustainability in Action

Rolling Hills Red Tags - February 2024

Date	Address	Code	Issue	COMM
2/23/2024	7 RANCHERO RD	7	Greenwaste Overloaded	No



Republic Services Call Log Report

City:Rolling Hills

Year2024

Month/Quarter2

Summary of Calls by Type		
Final Call		
Final Call Type	Sub-Type	Total
2.Complaint	Escalation	2
2.Complaint Total		2
3.Missed Pick Up	Missed Bulk Service	1
	Missed Recycle - Residential	1
	Missed Trash - Residential	2
	Missed Yard Waste - Residential	1
	Weather Delay	2
3.Missed Pick Up Total		7
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	20240202-186875926	2/1/2024 5:49 PM	2/5/2024 2:32 PM	Raul Cabrera	DIANA HOWARD (310) 377-4052 called to report an issue. DESK IS NOT PU STILL CX NEEDS IT GONE ASAP. on schedule for next service day...ms	on schedule for next service day...ms	RESI	9020003617	1	RESIDENT	85 EASTFIELD DR ROLLING HILLS CA	(000) 000-0000
2.Complaint	Escalation	20240202-186903270	2/2/2024 9:40 AM	2/2/2024 10:35 AM	Shatoine Smith	DIANA HOWARD (310) 377-4052 called to report an issue. Cx reports that Bulk items are still a MPU, is requesting pu asap, states did not receive previous call .	Please review case 20240202-186875926 notes-cd 02/02/24 12:35 pm est	RESI	9020003617	1	RESIDENT	85 EASTFIELD DR ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Bulk Service	20240202-186903113	2/2/2024 9:39 AM	2/6/2024 11:45 PM	Shatoine Smith	(blank)	(blank)	RESI	9020003617	1	RESIDENT	85 EASTFIELD DR ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Recycle - Residential	20240213-187517320	2/13/2024 10:34 AM	2/15/2024 11:40 PM	Rechelle Bradford	(blank)	(blank)	RESI	9020194047	1	ROLLING HILLS RESIDENT	0 Poppy Trl Rolling Hills CA	3107130514
3.Missed Pick Up	Missed Trash - Residential	20240213-187517083	2/13/2024 10:33 AM	2/15/2024 11:45 PM	Rechelle Bradford	(blank)	(blank)	RESI	9020194047	1	ROLLING HILLS RESIDENT	0 Poppy Trl Rolling Hills CA	3107130514



Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20240216-187759702	2/16/2024 11:23 AM	2/19/2024 11:27 PM	Taylor Saribay	(blank)	(blank)	RESI	9020003384	1	RESIDENT	45 SADDLEBACK RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20240213-187517397	2/13/2024 10:35 AM	2/15/2024 11:40 PM	Rechelle Bradford	(blank)	(blank)	RESI	9020194047	1	ROLLING HILLS RESIDENT	0 Poppy Trl Rolling Hills CA	3107130514
3.Missed Pick Up	Weather Delay	20240206-187076963	2/6/2024 8:37 AM	2/6/2024 8:37 AM	Mario Alexis Contreras	lisa greiner/(310) 719-5843 called for a missed pickup. MPU's are temporarily disabled due to Flood. Expectation for service has been reviewed with the customer. cx reports that the trash wasn't pu yesterday and the weather was fine please send a truck	lisa greiner/(310) 719-5843 called for a missed pickup. MPU's are temporarily disabled due to Flood. Expectation for service has been reviewed with the customer. cx reports that the trash wasn't pu yesterday and the weather was fine please send a truck	RESI	9020003311	1	RESIDENT	7 REATA LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Weather Delay	20240206-187076987	2/6/2024 8:37 AM	2/6/2024 8:37 AM	Mario Alexis Contreras	lisa greiner/(310) 719-5843 called for a missed pickup. MPU's are temporarily disabled due to Flood. Expectation for service has been reviewed with the customer. cx reports that the trash wasn't pu yesterday and the weather was fine please send a truck	lisa greiner/(310) 719-5843 called for a missed pickup. MPU's are temporarily disabled due to Flood. Expectation for service has been reviewed with the customer. cx reports that the trash wasn't pu yesterday and the weather was fine please send a truck	RESI	9020003311	1	RESIDENT	7 REATA LN ROLLING HILLS CA	(000) 000-0000

2/1/2024	2:29PM	Inconsistent Service		87 Crest Rd.	Tanasha Malone	Tanasha Malone	2/2/2024	8:26AM	yes
2/2/2024	9:41AM	Missed Trash Pickup Thursday		17 Caballeros Rd.	Tanasha Malone	Miguel Ruiz	2/2/2024	10:13AM	yes
2/5/2024	8:36AM	Missed Green Waste Since Thursday		2 Buckboard Ln.	Tanasha Malone	Tanasha Malone	2/5/2024	1:40PM	yes
2/5/2024	12:38PM	Driver Came but Didn't Pick Up Green Waste		2 Buckboard Ln.	Tanasha Malone	Tanasha Malone	2/5/2024	1:40PM	yes
2/5/2024	1:40PM	Driver Skipped House During Pickup		24 Georgeff Rd.	Tanasha Malone	Tanasha Malone	2/5/2024	1:49PM	yes
2/6/2024	4:30PM	Missed Pickup Monday Due to Rain		6 Eastfield Dr.	Tanasha Malone	Tanasha Malone	2/6/2024	No Response	yes
2/7/2024	4:45PM	Missed Green Waste Pickup Due to Rain		44 Portuguese Bend Rd.	Tanasha Malone	Tanasha Malone	2/7/2024	No Response	yes
2/7/2024	9:59AM	Missd Pickup Due to Rain		71 Saddleback Rd.	Tanasha Malone	Tanasha Malone	2/7/2024	No Response	yes
2/7/2024	11:08AM	Missed Pickup Due to Rain		18 Chuckwagon Rd.	Tanasha Malone	Tanasha Malone	2/7/2024	2:16PM	yes
2/9/2024	9:17AM	Missed Pickup Due to Rain		7 Crest Rd. E	Tanasha Malone	Tanasha Malone	2/9/2024	10:30AM	yes
2/9/2024	1:30PM	Frequently Missed Pickups/Missed Trash		62 Eastfield Dr.	Tanasha Malone	Tanasha Malone	2/9/2024	3:23PM	yes
2/14/2024	9:50AM	Missed Green Waste/ Regular Waste		9 Reata Ln.	Tanasha Malone	Tanasha Malone	2/14/2024	3:27PM	yes
2/14/2024	1:58PM	Missed Pickup and Green Waste		18 Chuckwagon Rd.	Tanasha Malone	Tanasha Malone	2/14/2024	3:29PM	yes
2/16/2024	8:17AM	Missed Green Waste		44 Portuguese Bend Rd.	Tanasha Malone	Tanasha Malone	2/16/2024	3:30PM	yes
2/16/2024	2:14PM	Frequently Missed Trash/ Green Waste		36 Portuguese Bend Rd.	Tanasha Malone	Tanasha Malone	2/16/2024	2:19PM	yes
2/22/2024	2:41PM	Frequently Missed Green Waste		45 Saddleback Rd.	Tanasha Malone	Tanasha Malone	2/22/2024	4:00PM	yes
2/20/2024	4:04PM	Staging location on Crest/Eastfield Used Too Often		76 Eastfield Dr.	Tanasha Malone	Tanasha Malone	3/4/2024	11:41AM	yes
2/23/2022		Red Tag : Green waste Overloaded		Ranchero Rd	Tanasha Malone	Tanasha Malone	2/23/2024		yes



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.A
Mtg. Date: 03/25/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES

THRU: KARINA BAÑALES, CITY MANAGER

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

DATE: March 25, 2024

BACKGROUND:

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

In 2014, the RMC was formed in part to address new legislation dealing with TMDL that came into law in 2012. Since the start of the RMC, individual permittees (5 private industrial users also responsible for monitoring) have paid an annual buy-in fee of \$12,300 (plus administrative fees, etc.). Recently, regulatory standards for total maximum daily loads (TMDL) were revised, forcing the Regional Board to make changes to its requirements. In turn, this affects the monitoring program administered by the RMC, in which the City is a part. Due to the new requirements, an amendment is needed for the upcoming five-year MOU period, including an updated share-cost formula. The current five-year MOU was executed in 2019 and expires on December 31, 2024. The RMC will be working on updating the MOU in the coming months. If the City rejects the share-cost formula and decides not to be part of the MOU, the City will still be required to conduct monitoring at a much steeper price.

DISCUSSION:

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

The City of Rolling Hills would be expected (assuming the updated cost share is approved by the RMC) to receive an annual invoice for a maximum of \$22,723 per year for the period of this proposed 5-year MOU (2024-2029). That cost may go down based on how many individual permittees (IP) participate (there have been 5 over the last 10 years). Individual permittees are large private industrial businesses who also are responsible to conduct monitoring. Their contribution helps lower costs for cities such as Rolling Hills. The RMC is proposing to increase costs for the individual permittees to reflect the overall cost increases of the monitoring program (142%). Overall monitoring costs have gone up, partly due to general increases in labor and lab costs, and also due to increased monitoring requirements due to new permit requirements included in the recently updated TMDL.

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

The formula for area cost breaks down as follows:

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

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

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

For the past five years, the City has been paying \$7,315 per year (amended from the original

\$7,696 per year in the MOU). This is expected to increase from \$17,024 to \$22,723 (worst-case scenario), depending on IP opting in. The attached tables show the new recommended fee and the worst-case scenario.

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

FISCAL IMPACT:

McGowan Consulting provides professional services for stormwater issues. Fees for annual services are included in the adopted budget and paid under the General Fund. Cost sharing for the monitoring program is split among the members of the Regional Monitoring Coalition.

RECOMMENDATION:

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

ATTACHMENTS:

[Harbor Toxic Downstream FY 2024-2029_R1.pdf](#)

[Harbor Toxic Downstream FY 2024-2029_R1_worse case.pdf](#)

[GWMA_MOU_FINAL_2019.pdf](#)

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

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

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

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

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

*** Amounts shown are from Anchor QEA's Nov 2023 Proposal

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

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

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

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

Individual NPDES Permits	
Private sector permittees	5

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

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

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

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

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

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

*** Amounts shown are from Anchor QEA's Nov 2023 Proposal

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

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

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

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

Individual NPDES Permits	
Private sector permittees	0



*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

RECEIVED

JUL 24 2019

City of Rolling Hills
By _____

July 22, 2019

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

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

Dear Elaine,

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

Best regards,



Traci Gleason, PE
Program Manager

cc: Grace Kast – Executive Officer

Enclosure

Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey
Hawaiian Gardens • Huntington Park • La Mirada • Maywood • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Montebello • Norwalk • Paramount
Pico Rivera • Port of Long Beach • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND

THE CITIES OF BELLFLOWER, LAKEWOOD, LONG BEACH, PARAMOUNT,
RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SIGNAL
HILL, AND LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF HARBOR
COMMISSIONERS, THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT, AND THE PORT OF LONG BEACH

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Permittee Representative.

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

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

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

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

Section 8. Role of the GWMA.

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

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

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

Section 9. Financial Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Independent Contractor.

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

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

Section 11. Indemnification and Insurance.

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

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

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

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

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

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

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

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

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

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

Section 12. Termination.

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

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

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

Section 13. Miscellaneous.

(a) Other NPDES Permit Holders.

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

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

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

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

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

To GWMA:

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

To the Permittees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

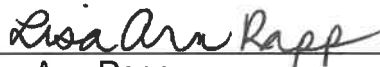
(l) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

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

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

DATE: 7/11/19

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY



Lisa Ann Rapp
GWMA Chair

APPROVED AS TO FORM:



Nicholas R. Ghirelli
General Counsel

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

DATE: _____

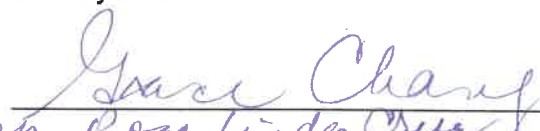
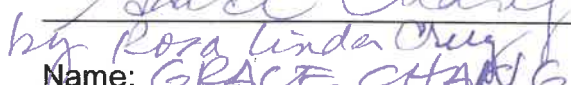
LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By:


Name: DANIEL J. LAFFERTY
Far Chief Engineer

APPROVED AS TO FORM:

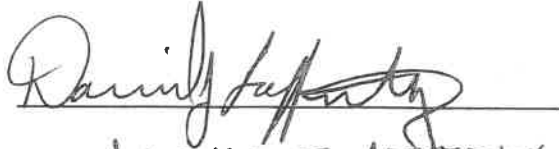
County Counsel


by 
Name: GRACE CHANG
Associate by ROSA LINDA CRUZ

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

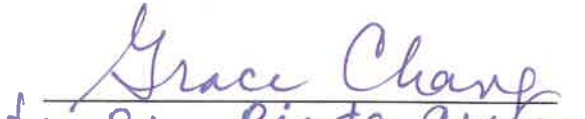
DATE: _____

COUNTY OF LOS ANGELES



Name: DANIEL J. CAFFERTY
for Director of Public Works

APPROVED AS TO FORM:



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

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

DATE: February 25, 2019 CITY OF BELLFLOWER



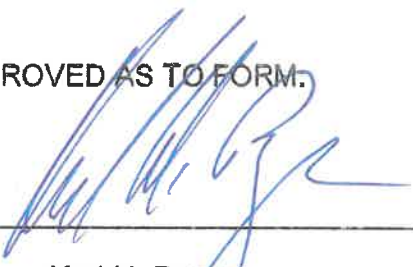
Name: Sonny R. Santa Ines
Mayor

ATTEST:

APPROVED AS TO FORM.



Name: Mayra Ochiqui
City Clerk



Name: Karl H. Berger
City Attorney

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

DATE: April 9, 2019

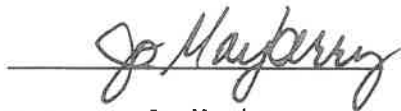
CITY OF LAKEWOOD



Name: Todd Rogers
Mayor

ATTEST:

APPROVED AS TO FORM:



Name: Jo Mayberry
City Clerk



Name: Steven Skolnik
City Attorney

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

DATE: 5/23/19

CITY OF LONG BEACH



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

ATTEST:

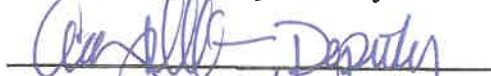
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

Name: _____
City Clerk

The foregoing document is hereby approved as to form.

5-13-19, 2019

Charles Parkin, City Attorney



Name: Amy R. Webber
Deputy City Attorney

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

DATE: March 11, 2019

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

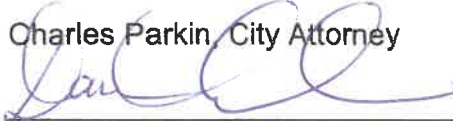
March 35, 2019



Mario Cordero
Executive Director
Long Beach Harbor Department

The foregoing document is hereby approved as to form.

March 19, 2019

Charles Parkin, City Attorney


Dawn McIntosh
Deputy City Attorney

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

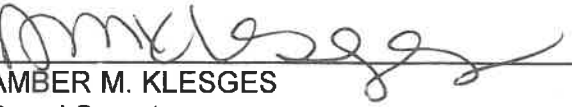
CITY OF LOS ANGELES HARBOR DEPARTMENT,
by its Board of Harbor Commissioners

Dated: 5/3/2019

By:


EUGENE D. SEROKA
Executive Director

Attest:


AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY

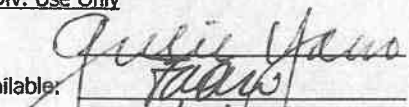
APRIL 8, 2019

MICHAEL N. FEUER, City Attorney

JANNA B. SIDLEY, General Counsel

By


KENNETH F. MATTFELD, Deputy

Account#	21995	W.O. #	78132
Ctr/Div#	7000	Job Fac.#	637-00
Proj/Prog#	000		
Budget FY:		Amount:	
2019/2020		53,131.00	
2020/2021		53,131.00	
2021/2022		53,131.00	
2022/2023		53,131.00	
2023/2024		53,131.00	
TOTAL		265,655.00	
For Acct/Budget Div. Use Only			
Verified by: 			
Verified Funds Available: 			
Date Approved: <u>4/10/19</u>			

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

DATE: FEBRUARY 5, 2019

CITY OF PARAMOUNT

DIANE J. MARTINEZ

Name: 
Mayor

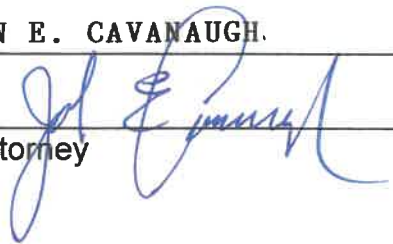
ATTEST:

APPROVED AS TO FORM:



Name: LANA CHIKAMI
City Clerk

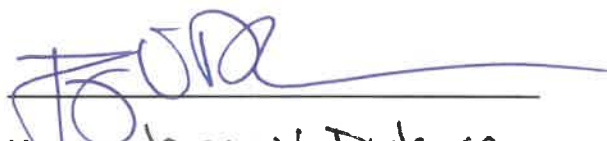
JOHN E. CAVANAUGH.

Name: 
City Attorney

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

DATE: 3/5/2019

CITY OF RANCHO PALOS VERDES



Name: Jerry V. Duhovic
Mayor

ATTEST:

APPROVED AS TO FORM:



Name: Emily Colborn

City Clerk



Name: William Wynder

City Attorney

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

DATE: _____

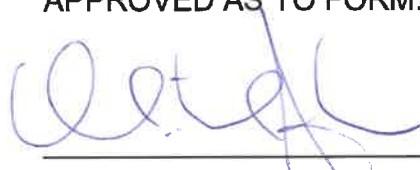
CITY OF ROLLING HILLS


Name: Patrick Wilson
Mayor

ATTEST:

APPROVED AS TO FORM:


Name: Yvette Hall
City Clerk


Name: Michael Jenkins
City Attorney

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

DATE: MARCH 12, 2019

CITY OF ROLLING HILLS ESTATES



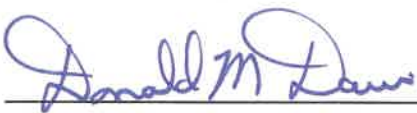
Name: JUDITH MITCHELL
Mayor

ATTEST:

APPROVED AS TO FORM:



Name: HEIDI LUCE
City Clerk



Name: DONALD M. DAVIS
City Attorney

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

DATE: February 26, 2019

CITY OF SIGNAL HILL


Name: Charlie Honeycutt
Title: City Manager

ATTEST:

APPROVED AS TO FORM:


Name: Kimberly Boles

Deputy City Clerk


Name: David J. Aleshire

City Attorney

EXHIBIT "A"
Cost Sharing Tables

Exhibit A
Table 1 - Cost Share Summary

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

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

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

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

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

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

Cost Share FY2019-2020 - FY2023-2024 (5 years)									
Permittee	Monitoring Cost					Maximum GWMA Admin Cost**	Permittee		
	Area (mi ²)	Area Cost	Base Cost	Base Cost plus Area Cost*	Base Cost Area Cost*		Agencies (30/60 split)	LACFCD (10% split)	Total
LACFCD Contribution (flat 10%)	--	--	\$ 135,072	\$ 135,072	\$ 135,072	\$ 20,261			12
Bellflower (GWMA Member)	4.39	\$ 38,043	\$ 25,489	\$ 63,532	\$ 63,532	\$ 3,177			1
Lakewood (GWMA Member)	7.53	\$ 65,254	\$ 25,489	\$ 90,743	\$ 90,743	\$ 4,537			13
Long Beach (GWMA Member)	39.46	\$ 341,953	\$ 25,489	\$ 367,442	\$ 367,442	\$ 18,372			
Port of Long Beach	11.35	\$ 98,357	\$ 25,489	\$ 123,846	\$ 123,846	\$ 18,577			
Los Angeles and Port of Los Angeles	20.35	\$ 176,349	\$ 67,536	\$ 243,885	\$ 243,885	\$ 36,583			
Paramount (GWMA Member)	1.72	\$ 14,905	\$ 25,489	\$ 40,394	\$ 40,394	\$ 2,020			
Rancho Palos Verdes	3.00	\$ 25,997	\$ 25,489	\$ 51,487	\$ 51,487	\$ 7,723			
Rolling Hills	0.92	\$ 7,973	\$ 25,489	\$ 33,462	\$ 33,462	\$ 5,019			
Rolling Hills Estate	0.35	\$ 3,033	\$ 25,489	\$ 28,522	\$ 28,522	\$ 4,278			
Signal Hill (GWMA Member)	2.18	\$ 18,891	\$ 25,489	\$ 44,381	\$ 44,381	\$ 2,219			
Unincorporated	0.36	\$ 3,120	\$ 25,489	\$ 28,609	\$ 28,609	\$ 4,291			
Totals	91.61	\$ 793,875	\$ 457,500	\$ 1,251,375	\$ 1,251,375	\$ 127,057			

Cost Share FY2019-2020 - FY2023-2024 (5 years)									
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder					Annual Payment per Permit Holder	Term (Years)	Total Cost per Permit Holder***	
	2019	2020	2021	2022	2023			FY2019-2020 - FY2023-2024	
Individual or General NPDES Permit Holders	\$ 12,300	\$ 12,300	\$ 1,845	\$ 14,145	\$ 14,145	\$ 14,145	5	\$ 70,725	\$ 495,075
Total for 7 Individual Permit Holders									

Cost Share FY2019-2020 - FY2023-2024 (5 years)									
Activity	Costs Per Activity					Cost			
	2019	2020	2021	2022	2023	FY2019-2020 - FY2023-2024			
Base Fee****	\$191,900	\$267,725	\$424,050	\$305,700	\$472,500	\$1,681,875			

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

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

Individual NPDES Permits									
Private sector permittees									7

* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.
 ** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.
 *** Cost does not include annual and cumulative CPI Adjustment
 **** Monitoring, Reporting.

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



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.B
Mtg. Date: 03/25/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ALAN PALERMO, PROJECT MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: RECEIVE A STATUS UPDATE ON TENNIS COURT ADA, CABANA AND TENNIS COURT #1 EXPANSION PROJECTS (PENDING RHCA PLANS)

DATE: March 25, 2024

BACKGROUND:

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

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

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

The City Council directed staff to advertise the Tennis Court ADA Improvement Project for bids and approved the allocation for landscape, irrigation and lighting plans. The City Council will be provided the opportunity to review the results of the construction bids and ultimately decide whether to award a contract at a later date. Staff had received construction estimates for the Tennis Court ADA Improvement Project in the amount of \$300,000. In recent months, the RHCA had worked with Richie-Bray, Inc. for the landscape, irrigation and lighting plans. After outreach from staff, Richie-Bray, Inc. had indicated a willingness to complete these plans for the city for the sum of \$7,000.00.

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

DISCUSSION:

Since the June/July 2023 City Council updates, the project has proceeded through the plan review process with the Los Angeles County Building and Safety Division (LACBSD). The Tennis Court ADA Improvement Plans comprised of the Retaining Wall Plans and Grading / Drainage Improvement Plans were approved (September 27, 2023 and December 26, 2023 respectively).

Plans to construct a new Cabana including a restroom and trellis (Cabana Improvement Plans) have completed the first plan review with LACBSD providing comments on November 13, 2023. The second submittal of the Cabana Improvement Plans to LACBSD is currently pending. Per a meeting with LACBSD on February 29, 2024, it was determined that submittals/approvals to/by the Los Angeles County Fire and Public Health Departments are also required before LACBSD will approve as final. RHCA is coordinating with the it's Project Architect to ensure these submittals/approvals are obtained.

City Staff and RHCA continue with coordination meetings to keep their respective projects moving forward. These meetings have included discussions on the most efficient and effective process towards construction of the two projects and which entity should start their respective project first to avoid redundancy or other issues. Currently, the city is responsible for the tennis court ADA improvements, while the RHCA is responsible for the new Cabana and the future tennis court expansion project to accommodate pickleball courts (scheduled to take place after the ADA and Cabana projects are completed). Analysis indicates that it may be most efficient (while not a necessity) for the Tennis Court ADA Improvements and the Cabana Improvements to be constructed as one project. One concept proposed is to have the RHCA modify its project to include the Tennis Court ADA in addition to the Cabana project. The City would then modify its project to include the tennis court expansion project.

To facilitate this concept and understand each agency's financial responsibility, RHCA has hired a construction manager to prepare a detailed construction cost estimate for the ADA and Cabana improvements as a single project. Similarly, city staff has contacted two firms that previously provided proposals to the RHCA in 2022 for the tennis court expansion and requested updated proposals for construction as a City capital project. As of Wednesday, March 20, 2024, staff have received an updated proposal from one of these firms.

The tennis court expansion project would take place after the construction of the Tennis Court ADA/Cabana Improvement Project and involves the following:

- Submitting Grading / Drainage plans and obtaining approval from LACBSD. Note: The plans have been prepared and are ready to be submitted to LACBSD

- Preparing and submitting Retaining Wall Plans and obtaining approval from LACBSD.
- Removing the existing tennis court, constructing the grading/drainage improvements and a new larger court to accommodate four pickleball courts.

While a complete cost estimate for the Tennis Court Expansion Project has, to date, not been prepared, the majority of construction efforts involves removing the existing court and constructing a new court. That amount is estimated at \$260,000 which includes a 20% contingency for cost increases. Other costs will include grading, drainage improvements, retaining wall, inspection and construction management services for this project.

FISCAL IMPACT:

Projected costs at this time are not finalized. For the Tennis Court #1 Expansion, staff is assuming a potential expenditure range of \$330K to \$400K.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.C
Mtg. Date: 03/25/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: RECEIVE AND FILE AN UPDATE FROM SITELOGIQ REGARDING THE SOLAR PHOTOVOLTAIC DUAL-FUEL EMERGENCY GENERATOR PROJECT FOR THE CITY HALL CAMPUS BACK-UP POWER / RESILIENCY AND TIMELINE TOWARDS A PUBLIC HEARING

DATE: March 25, 2024

BACKGROUND:

A diesel back-up power generator served the City Hall campus for many years, but the unit became inoperable in 2019. In late 2020, the City Council commissioned professional expertise to offer options for providing reliable back-up power to the City Hall campus, including the Rolling Hills Community Association (RHCA) building and operations.

Between October 2020 and March 2023, the City Council reviewed options provided by a professional architectural and engineering team working on the City Hall ADA project. In 2021, the architectural and engineering team provided a solar panel and battery back-up solution with estimated installation costs, based on the following requirements, to be approximately \$250,000:

- Current City Hall campus demand based on electric bills for 2020/2021
- Supply 24 hours of backup power
- 16 kWh battery backup
- 75 kW Solar Photovoltaic system

The City Council subsequently assigned further exploration to the RHCA. After some time, the RHCA requested city staff take back ownership of a project, whereupon City staff brought it to the City Council. On March 27, 2023, the City Council directed staff to explore the solar/battery back-up power option. With this direction, city staff could approach the project conventionally by preparing an engineering design and advertising for construction bids or considering other alternatives as presented to the former City Manager.

On April 24, 2023, at the invitation of the former City Manager, SiteLogIQ, an energy solutions

company, presented an alternate approach to delivering the solar/battery backup power solution to the City Council. SitelogIQ is a licensed General Contractor delivering energy infrastructure programs for State and local governments. SitelogIQ discussed available funds from the Federal government, including the Inflation Reduction Act (IRA) that could offset local government expenditures on energy projects. Such projects involve the installation or modification of improvements to an energy-efficient or renewable energy system.

Via the IRA, the Federal government allows the city to obtain a federal tax credit in the form of a direct payment (i.e., rebate) for energy storage (battery), electrical infrastructure, solar, and microgrid controllers. The rebate could be as high as 30% of the project cost, provided the project is completed within a specific timeframe.

In the previous four years, City staff had many successes securing grant funds or other fund sources to offset the use of the General Fund for city projects. To move forward and execute a backup power project, the City Council was presented with two options: 1) to set aside a projected budget surplus or 2) use savings from the General Fund Reserves. In the SitelogIQ approach, the City could potentially save on design engineering costs by solely sourcing the project to SitelogIQ, thereby offsetting General Fund expenditures with SitelogIQ assisting the City in utilizing the Federal government's IRA rebate.

In May 2023, SitelogIQ provided City staff with a Letter of Agreement (LOA) for consideration. The LOA outlined SitelogIQ's scope of services to develop an energy project that satisfies the city's requirements for a design/engineering cost of \$28,500. If the city ultimately chooses to enter into a contract with SitelogIQ for project implementation within 60 days after receiving a formal presentation of the proposed project, SitelogIQ's design and engineering fee would be waived. Beyond the aforementioned 60 days, the fee paid would be credited toward the project's total implementation cost.

Per SitelogIQ, the California Government Code 4217.10 provides the ability for public agencies to sole source the project delivery to SitelogIQ as long as the requirements of the code section are met.

Given the past year's staff vacancies, the lack of technical expertise on energy projects, the current workload to deliver the CalOES/FEMA Hazard Mitigation Program grants, and the possibility to offset General Fund expenditures for the backup power project, staff recommended at the June 12, 2023 City Council meeting, the City Council accepted staff's recommendation and directed staff to engage the services of SitelogIQ.

On June 26, 2023, the City Council approved a Professional Services Agreement with SitelogIQ.

Over the summer and fall of 2023, SitelogIQ conducted an initial site walk to determine the scope and scale of the program. Their work has included the following:

- Compiled utility tariff and reviewed historical utility usage/bill analysis for the City Hall campus / tennis courts;
- Modeled future use and operation of a distributed energy resource composed of solar photovoltaic and battery energy storage and performance using industry-leading software platform, Energy Toolbase;
- Evaluated/selected products and equipment. The electrical load and service voltage limited SitelogIQ to four primary products/manufacturers. These were benchmarked

against each other, with the selected product meeting the following criteria: cost, efficiency, and application;

- Hosted contractors on-site to walk through the scope and existing conditions.
- Validated equipment, material quotes, and labor bids;
- Developed cashflow and identified funding pathways;
- Met with City staff to review preliminary project scope;
- Conducted internal review to identify risks and challenges;
- Reviewed the application process for the IRA and calculated the “elective pay” tax incentive based on total eligible costs

SiteLogiQ's project team developed a comprehensive scope of work around resiliency that provides a turn-key design-build solution to the City. They compiled a 20-year program cash flow incorporating ongoing maintenance and operations that was reviewed by the former Interim City Manager and current City Manager / staff.

On December 14, 2023, SiteLogiQ presented their findings and proformas to the City Council as two options:

- Option 1 – Cash deal for the entire scope of work
- Option 2 (No EV) – Cash deal for a scope of work without EV Charging

The City Council provided SiteLogiQ with direction to explore solutions that were more cost effective including the use of natural gas/propane backup solutions versus the proposed battery storage option, and to research other potential grants that could offset capital investment.

On March 11, 2024, City staff presented that since December 2023, SiteLogiQ had revisited the program approach, with a focus on the scope and scale of the Photovoltaic (PV) system and Energy Storage. Per City Council's direction they performed the following tasks:

- Kept the PV system at approximately the same size and in the same location;
- Removed the EV charging station;
- Removed the energy storage system;
- Introduced a dual-fuel energy generator to the solution mix;
- Reviewed utility cost avoidance projections based on the change of scope;
- Solicited budgetary pricing from vendors and subcontractors for equipment and installation labor;
- Reviewed the IRA application and recalculated the predicted credit value based on 30-40% of the eligible cost;
- Reviewed and qualified Utility and CEC programs (03/05/2024);
- Developed summary table for presentation to staff.

The attached Distributed Energy Resource (DER) Options Matrix shows the original proposed project as Option A, the revised Solar-PV system with a dual-fuel emergency generator as Option B and a third Option C depicting the addition of a dual-fuel emergency generator only. Option C would require the City to pursue a more traditional RFQ/RFP process. SiteLogiQ could submit as part of any solicitation.

As noted during the meeting SiteLogiQ anticipates potential downward movement in the proposed program budget once they understand the final scope, schedule and contract terms.

As previously discussed, implementation of a PV system will have immediate and long-term utility cost avoidance savings. SiteLogiQ has estimated a 5% annual increase in rates in their utility cost avoidance projections. In 2023 the rate increase was 7.2%. In 2024 the forecasted rate increase is 7.6%.

SCE has also requested a rate increase in its General Rate Case application (A.23-05-010) for 2025, 2026, 2027, and 2028. In this application, SCE asked the California Public Utilities Commission (CPUC) for an authorized base revenue requirement (ABRR) of \$10.27 billion to become effective January 1, 2025. Including sales updates and a \$95.57 million in one-time memorandum accounts recoveries, the request represents a \$1.90 billion, or 23 percent, increase in 2025 over 2024 requested base rates. Increases for 2026, 2027 and 2028 are \$373.1, \$476.5, and \$514.5 million, respectively. A proposed decision on the application for the 2025 test year is expected in the first quarter of 2025.

The City Council requested that SiteLogiQ provide specific schematics and bottom-line costs for both Option B (Photovoltaic Solar System with dual-fuel backup generator) and Option C (dual-fuel backup generator only) at the March 25, 2024 Council meeting.

DISCUSSION:

At the March 11, 2024 City Council meeting, the Council had a variety of questions and requested additional information. Staff has attached spec sheets for the various components and is providing a list of questions and answers below.

SOLAR / PHOTOVOLTAIC SYSTEM:

What is the overall output proposed? Does the 27kw provide the correct amount of power to both buildings?

27 kW. The solar is sized towards optimizing the economic return. This will provide power to both buildings as they are interconnected by one meter.

What is the realistic typical lifespan on the panels / inverter?

Modules (panels): 25-30 years. Inverters 8-12 years.

What is the typical maintenance cost estimations over lifespan?

Approximately, \$40K to \$50K for 30-years. Panel washing should be closer to \$400 per year but not needed for every year.

Will the City be able to utilize Net Energy Metering (NEM) to provide credits towards the Tennis Courts electricity bill based on over-production at City Hall?

Yes. SiteLogiQ will file an interconnection application under the current NEM 3.0 program

DUEL-FUEL BACKUP GENERATOR SYSTEM:

Does the generator automatically switchover during loss of power?

Yes

Where would the generator and propane tank be installed?

Outside the shed and above ground for both.

What size is the generator / propane tank?

48kW / 300-gallon tank (4'x8'). Propane tank, in the event of an emergency where natural gas is unavailable, can provide 3-5 days of full operation and should be more than sufficient to meet the requirements for a fully supported City Hall/EOC facility

What is the realistic typical lifespan?

Lifespan depends on maintenance and operation. Assuming low usage and proper maintenance the lifespan is likely 12+ year. Annual maintenance should suffice and would include electrical system review, air filter, coolant / oil checks and changes.

What is the typical maintenance cost estimations over lifespan?

Assuming backup generator is rarely used, estimate \$15K to \$27K

Will the model be South Coast Air Quality Management District compliant?

Yes

Based on Council feedback, staff is recommending the City Council consider Option B with a net-implementation budget and one-time capital cost of \$309,200 (after the receipt of estimated IRA funding). The IRA funding would come to the City in Q1 of the following year after project completion which is estimated to be by end of this calendar year. This would be treated as a reimbursement to the City after paying the total implementation budget of \$418,000.

FISCAL IMPACT:

The total fiscal impact of the Option B project would be \$309,200. At the June 12, 2023 City Council meeting, the FY 2023-2024 budget was approved, including an allocation of \$250,000 to the City Hall campus back-up power project. SiteLogIQ's proforma assumes rebates of up to \$108,800. This would leave the unfunded portion of the potential project at \$59,200.

RECOMMENDATION:

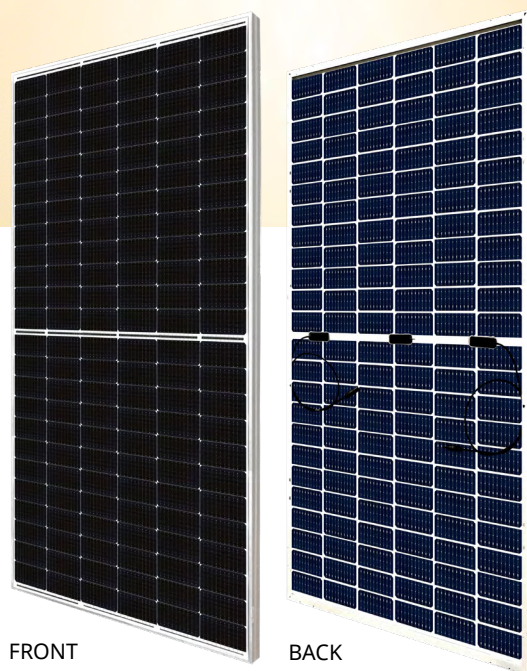
Receive and file. Provide direction to staff and SiteLogIQ to bring the project presentation to the RHCA Board before returning for a formal Public Hearing with the City Council.

ATTACHMENTS:

[CL_AGN_240311_CC_SiteLogIQ_DER_OptionsMatrix.pdf](#)
[CL_AGN_240325_CC_SiteLogIQ_CanadianSolarModule.pdf](#)
[CL_AGN_240325_CC_SiteLogIQ_SolarEdgeInverter.pdf](#)
[CL_AGN_240325_CC_SiteLogIQ_IronRidgeRackingSystem.pdf](#)
[CL_AGN_240325_CC_SiteLogIQ_Generac_ProtectoSeriesModel_RG048.pdf](#)
[CL_AGN_240325_CC_SiteLogIQ_Generac_48-80kw_BackupGeneratorSS.pdf](#)

Rolling Hills - Distributed Energy Resource (DER) Options Matrix
March 6, 2027

	<u>Option A:</u> Solar-PV System Dual-Fuel Emergency Generator Energy Storage (Battery) Microgrid capable	<u>Option B:</u> Solar-PV System Dual-Fuel Emergency Generator	<u>Option C:</u> Dual-Fuel Emergency Generator
Program Budget			
Turn-key Implementation	\$605,000.00	\$418,000.00	\$146,000.00
Implementation Budget w/o emergency generator	\$459,000.00	\$272,000.00	n/a
Utility Cost Avoidance			
Year 1 (12 months after installation)	\$13,735.05	\$7,763.70	n/a
30-year Annual Savings w/ utility cost escalation	\$912,540.89	\$515,811.28	n/a
Funding Sources			
Inflation Reduction Act	\$183,600.00	\$108,800.00	n/a
SCE: Microgrid Incentive Program	n/a	n/a	n/a
CEC: Distributed Electricity Backup Assets	n/a (for Program Year 2024)	n/a (for Program Year 2024)	n/a
Net- Implementation Budget			
Implementation Budget after Incentives, Grants	\$421,400.00	\$309,200.00	n/a
Implementation Budget after Incentives, Grants w/o emergency generator	\$275,400.00	\$163,200.00	n/a
Economic Summary			
Payback term w/o utility cost escalation	30.7 years	39.8 years	-
Payback term w/ utility cost escalation	19 - 20 years	22 - 23 years	-
Payback term w/ utility cost escalation w/o emergency generator	14-15 years	14 - 15 years	-



FRONT

BACK

BiHiKu6

520 W ~ 550 W

BIFACIAL MONO PERC

CS6W-520 | 525 | 530 | 535 | **540** | 545 | 550MB-AG

MORE POWER



Module power up to 550 W
Module efficiency up to 21.4 %



Up to 12.3 % lower LCOE
Up to 5.2 % lower system cost



Comprehensive LID / LeTID mitigation technology, up to 50% lower degradation



Compatible with mainstream trackers, cost effective product for utility power plant



Better shading tolerance

MORE RELIABLE



Minimizes micro-crack impacts



Heavy snow load up to 5400 Pa,
wind load up to 2400 Pa*



Enhanced Product Warranty on Materials and Workmanship*



Linear Power Performance Warranty*

**1st year power degradation no more than 2%
Subsequent annual power degradation no more than 0.45%**

*According to the applicable Canadian Solar Limited Warranty Statement.

MANAGEMENT SYSTEM CERTIFICATES*

ISO 9001:2015 / Quality management system
ISO 14001:2015 / Standards for environmental management system
ISO 45001: 2018 / International standards for occupational health & safety

PRODUCT CERTIFICATES*

IEC 61215 / IEC 61730 / CE / INMETRO / MCS / UKCA
CEC listed (US California)
UL 61730 / IEC 61701 / IEC 62716 / IEC 60068-2-68
Take-e-way

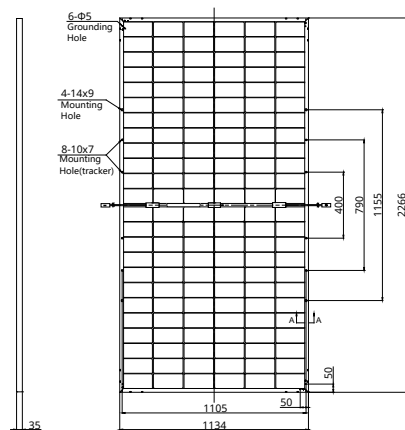


* The specific certificates applicable to different module types and markets will vary, and therefore not all of the certifications listed herein will simultaneously apply to the products you order or use. Please contact your local Canadian Solar sales representative to confirm the specific certificates available for your Product and applicable in the regions in which the products will be used.

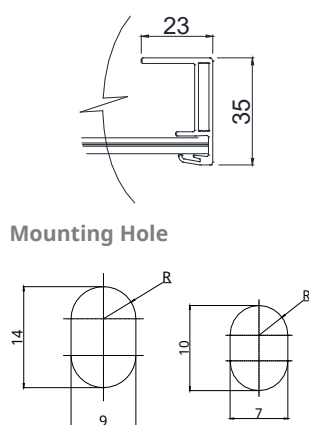
CSI Solar Co., Ltd. is committed to providing high quality solar photovoltaic modules, solar energy and battery storage solutions to customers. The company was recognized as the No. 1 module supplier for quality and performance/price ratio in the IHS Module Customer Insight Survey. Over the past 20 years, it has successfully delivered over 63 GW of premium-quality solar modules across the world.

* For detailed information, please refer to the Installation Manual.

Rear View



Frame Cross Section A-A



		Nominal Max. Power (Pmax)	Opt. Operating Voltage (Vmp)	Opt. Operating Current (Imp)	Open Circuit Voltage (Voc)	Short Circuit Current (Isc)	Module Efficiency
CS6W-520MB-AG		520 W	40.5 V	12.84 A	48.4 V	13.70 A	20.2%
Bifacial Gain**	5%	546 W	40.5 V	13.48 A	48.4 V	14.39 A	21.2%
	10%	572 W	40.5 V	14.12 A	48.4 V	15.07 A	22.3%
	20%	624 W	40.5 V	15.41 A	48.4 V	16.44 A	24.3%
CS6W-525MB-AG		525 W	40.7 V	12.90 A	48.6 V	13.75 A	20.4%
Bifacial Gain**	5%	551 W	40.7 V	13.55 A	48.6 V	14.44 A	21.4%
	10%	578 W	40.7 V	14.21 A	48.6 V	15.13 A	22.5%
	20%	630 W	40.7 V	15.48 A	48.6 V	16.50 A	24.5%
CS6W-530MB-AG		530 W	40.9 V	12.96 A	48.8 V	13.80 A	20.6%
Bifacial Gain**	5%	557 W	40.9 V	13.62 A	48.8 V	14.49 A	21.7%
	10%	583 W	40.9 V	14.26 A	48.8 V	15.18 A	22.7%
	20%	636 W	40.9 V	15.55 A	48.8 V	16.56 A	24.8%
CS6W-535MB-AG		535 W	41.1 V	13.02 A	49.0 V	13.85 A	20.8%
Bifacial Gain**	5%	562 W	41.1 V	13.68 A	49.0 V	14.54 A	21.9%
	10%	589 W	41.1 V	14.34 A	49.0 V	15.24 A	22.9%
	20%	642 W	41.1 V	15.62 A	49.0 V	16.62 A	25.0%
CS6W-540MB-AG		540 W	41.3 V	13.08 A	49.2 V	13.90 A	21.0%
Bifacial Gain**	5%	567 W	41.3 V	13.73 A	49.2 V	14.60 A	22.1%
	10%	594 W	41.3 V	14.39 A	49.2 V	15.29 A	23.1%
	20%	648 W	41.3 V	15.70 A	49.2 V	16.68 A	25.2%
CS6W-545MB-AG		545 W	41.5 V	13.14 A	49.4 V	13.95 A	21.2%
Bifacial Gain**	5%	572 W	41.5 V	13.80 A	49.4 V	14.65 A	22.3%
	10%	600 W	41.5 V	14.46 A	49.4 V	15.35 A	23.3%
	20%	654 W	41.5 V	15.77 A	49.4 V	16.74 A	25.5%
CS6W-550MB-AG		550 W	41.7 V	13.20 A	49.6 V	14.00 A	21.4%
Bifacial Gain**	5%	578 W	41.7 V	13.87 A	49.6 V	14.70 A	22.5%
	10%	605 W	41.7 V	14.52 A	49.6 V	15.40 A	23.5%
	20%	660 W	41.7 V	15.84 A	49.6 V	16.80 A	25.7%

**** Bifacial Gain:** The additional gain from the back side compared to the power of the front side at the standard test condition. It depends on mounting (structure, height, tilt angle etc.) and albedo of the ground.

Operating Temperature	-40°C ~ +85°C
Max. System Voltage	1500 V (IEC/UL) or 1000 V (IEC/UL)
Module Fire Performance	TYPE 29 (UL 61730) or CLASS C (IEC61730)
Max. Series Fuse Rating	30 A
Application Classification	Class A
Power Tolerance	0 ~ + 10 W
Power Bifaciality*	70 %

Please be kindly advised that PV modules should be handled and installed by qualified people who have professional skills and please carefully read the safety and installation instructions before using our PV modules.

A

14
13
12
11
10
9
8
7
6
5
4
3
2
1
0

5 10 15 20 25 30 35 40 45 50 55 60

B

14
13
12
11
10
9
8
7
6
5
4
3
2
1
0

5 10 15 20 25 30 35 40 45 50 55 60

■ 1000 W/m²
■ 800 W/m²
■ 600 W/m²
■ 400 W/m²
■ 200 W/m²

5°C
25°C
45°C
65°C

	Nominal Max. Power (Pmax)	Opt. Operating Voltage (Vmp)	Opt. Operating Current (Imp)	Open Circuit Voltage (Voc)	Short Circuit Current (Isc)
CS6W-520MB-AG	390 W	38.0 V	10.27 A	45.7 V	11.05 A
CS6W-525MB-AG	394 W	38.2 V	10.32 A	45.9 V	11.09 A
CS6W-530MB-AG	397 W	38.3 V	10.38 A	46.1 V	11.13 A
CS6W-535MB-AG	401 W	38.5 V	10.42 A	46.3 V	11.17 A
CS6W-540MB-AG	405 W	38.7 V	10.47 A	46.5 V	11.21 A
CS6W-545MB-AG	409 W	38.9 V	10.52 A	46.7 V	11.25 A
CS6W-550MB-AG	412 W	39.1 V	10.55 A	46.9 V	11.29 A

MECHANICAL DATA

Specification	Data
Cell Type	Mono-crystalline
Cell Arrangement	144 [2 x (12 x 6)]
Dimensions	2266 × 1134 × 35 mm (89.2 × 44.6 × 1.38 in)
Weight	32.2 kg (71.0 lbs)
Front Glass	2.0 mm heat strengthened glass with anti-reflective coating
Back Glass	2.0 mm heat strengthened glass
Frame	Anodized aluminium alloy
J-Box	IP68, 3 bypass diodes
Cable	4.0 mm ² (IEC), 12 AWG (UL)
Cable Length (Including Connector)	410 mm (16.1 in) (+) / 290 mm (11.4 in) (-) or customized length*
Connector	T4 series or MC4-EVO2
Per Pallet	30 pieces

* For detailed information, please contact your local Canadian Solar sales and technical representatives.

TEMPERATURE CHARACTERISTICS

Specification	Data
Temperature Coefficient (Pmax)	-0.34 % / °C
Temperature Coefficient (Voc)	-0.26 % / °C
Temperature Coefficient (Isc)	0.05 % / °C
Nominal Module Operating Temperature	41 ± 3°C

PARTNER SECTION



SolarEdge Home Wave Inverter For North America

SE3000H-US / SE3800H-US / SE5000H-US / SE5700H-US /
SE6000H-US / SE7600H-US / SE10000H-US / **SE11400H-US**



Optimized installation with HD-Wave technology

- / Specifically designed to work with power optimizers
- / Record-breaking 99% weighted efficiency
- / Quick and easy inverter commissioning directly from a smartphone using SolarEdge SetApp
- / Fixed voltage inverter for longer strings
- / Integrated arc fault protection and rapid shutdown for NEC 2014-2023 per articles 690.11 and 690.12
- / UL1741 SA certified, for CPUC Rule 21 grid compliance
- / Small, lightweight, and easy to install both outdoors or indoors
- / Built-in module-level monitoring
- / Optional: Faster installations with built-in consumption metering (1% accuracy) and production revenue grade metering (0.5% accuracy, ANSI C12.20)

/ SolarEdge Home Wave Inverter

For North America

SE3000H-US / SE3800H-US / SE5000H-US / SE5700H-US / SE6000H-US/ SE7600H-US

Applicable to inverters with part number	SEXXXHX-XXXXXBXX4						Units
	SE3000H-US	SE3800H-US	SE5000H-US	SE5700H-US	SE6000H-US	SE7600H-US	
OUTPUT							
Rated AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	5760 @ 240V 5000 @ 208V	6000 @ 240V 5000 @ 208V	7600	VA
Maximum AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	5760 @ 240V 5000 @ 208V	6000 @ 240V 5000 @ 208V	7600	VA
AC Output Voltage Min. – Nom. – Max. (211 – 240 – 264)	✓	✓	✓	✓	✓	✓	Vac
AC Output Voltage Min. – Nom. – Max. (183 – 208 – 229)	-	✓	-	✓	✓	-	Vac
AC Frequency (Nominal)	59.3 – 60 – 60.5 ⁽¹⁾						Hz
Maximum Continuous Output Current @240V	12.5	16	21	24	25	32	A
Maximum Continuous Output Current @208V	-	16	-	24	24	-	A
Power Factor	1, Adjustable – 0.85 to 0.85						
GFDI Threshold	1						A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes						
INPUT							
Maximum DC Power @240V	4650	5900	7750	8900	9300	11800	W
Maximum DC Power @208V	-	5100	-	7750	7750	-	W
Transformer-less, Ungrounded	Yes						
Maximum Input Voltage	480						Vdc
Nominal DC Input Voltage	380						Vdc
Maximum Input Current @240V ⁽²⁾	8.5	10.5	13.5	16	16.5	20	Adc
Maximum Input Current @208V ⁽²⁾	-	9	-	13.5	13.5	-	Adc
Max. Input Short Circuit Current	45						Adc
Reverse-Polarity Protection	Yes						
Ground-Fault Isolation Detection	600k Sensitivity						
Maximum Inverter Efficiency	99	99.2					%
CEC Weighted Efficiency	99						%
Nighttime Power Consumption	< 2.5						W
ADDITIONAL FEATURES							
Supported Communication Interfaces	RS485, Ethernet, wireless SolarEdge Home Network (optional) ⁽³⁾ , Wi-Fi (optional), Cellular (optional)						
Revenue Grade Metering, ANSI C12.20	Optional ⁽⁴⁾						
Consumption Metering	Optional ⁽⁴⁾						
Inverter Commissioning	With the SetApp mobile application using Built-in Wi-Fi Access Point for Local Connection						
Rapid Shutdown - NEC 2014-2023 per articles 690.11 and 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect						
STANDARD COMPLIANCE							
Safety	Conforms to UL 1741, UL 1741SA, UL 1741SB, UL 1699B Certified by CSA 22.2#107.1, C22.2#330, C22.3#9, ANSI/CAN/UL 9540						
Grid Connection Standards	IEEE1547 and IEEE-1547.1, Rule 21, Rule 14H						
Emissions	FCC Part 15 Class B						
INSTALLATION SPECIFICATIONS							
AC Output Conduit Size / AWG Range	1" Maximum / 14 – 6 AWG						
DC Input Conduit Size / # of Strings / AWG Range	1" Maximum / 1 – 2 strings / 14 – 6 AWG						
Dimensions with Safety Switch (H x W x D)	17.7 x 14.6 x 6.8 / 450 x 370 x 174						in / mm
Weight with Safety Switch	22 / 10		25.1 / 11.4	27.5 / 12.5	26.2 / 11.9		lb / kg
Noise	< 25					< 50	dBA
Cooling	Natural Convection						
Operating Temperature Range	-40 to +140 / -40 to +60 ⁽⁵⁾						°F / °C
Protection Rating	NEMA 4X (Inverter with Safety Switch)						

(1) For other regional settings please contact SolarEdge support.

(2) A higher current source may be used; the inverter will limit its input current to the values stated.

(3) For more information, refer to the [SolarEdge Home Network](#) datasheet

(4) Inverter with Revenue Grade Production and Consumption Meter P/N: SExxxxH-US000BEI4. For consumption metering, current transformers should be ordered separately: SEACT0750-200NA-20 or SEACT0750-400NA-20. 20 units per box.

(5) Full power up to at least 50°C / 122°F; for power de-rating information refer to the [Temperature Derating](#) technical note for North America.

/ SolarEdge Home Wave Inverter

For North America

SE10000H-US / SE11400H-US

Applicable to inverters with part number	SEXXXXH-XXXXXBXX4	SE11400H-XXXXXBXX5	Units
	SE10000H-US	SE11400H-US	
OUTPUT			
Rated AC Power Output	10000	11400 @ 240V 10000 @ 208V	VA
Maximum AC Power Output	10000	11400 @ 240V 10000 @ 208V	VA
AC Output Voltage Min. – Nom. – Max. (211 – 240 – 264)	✓	✓	Vac
AC Output Voltage Min. – Nom. – Max. (183 – 208 – 229)	-	✓	Vac
AC Frequency (Nominal)	59.3 – 60 – 60.5 ⁽⁶⁾		Hz
Maximum Continuous Output Current @240V	42	47.5	A
Maximum Continuous Output Current @208V	-	48.5	A
Power Factor	1, Adjustable – 0.85 to 0.85		
GFDI Threshold	1		A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes		
INPUT			
Maximum DC Power @240V	15500	17650	W
Maximum DC Power @208V	-	15500	W
Transformer-less, Ungrounded	Yes		
Maximum Input Voltage	480		Vdc
Nominal DC Input Voltage	380		Vdc
Maximum Input Current @240V ⁽⁷⁾	27	30.5	Adc
Maximum Input Current @208V ⁽⁷⁾	-	27	Adc
Max. Input Short Circuit Current	45		Adc
Reverse-Polarity Protection	Yes		
Ground-Fault Isolation Detection	600k Sensitivity		
Maximum Inverter Efficiency	99.2		%
CEC Weighted Efficiency	99	99 @ 240V 98.5 @ 208V	%
Nighttime Power Consumption	< 2.5		W
ADDITIONAL FEATURES			
Supported Communication Interfaces	RS485, Ethernet, wireless SolarEdge Home Network (optional) ⁽⁸⁾ , Wi-Fi (optional), Cellular (optional)		
Revenue Grade Metering, ANSI C12.20	Optional ⁽⁹⁾		
Consumption Metering	Optional ⁽⁹⁾		
Inverter Commissioning	With the SetApp mobile application using Built-in Wi-Fi Access Point for Local Connection		
Rapid Shutdown - NEC 2014-2023 per articles 690.11 and 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect		
STANDARD COMPLIANCE			
Safety	Conforms to UL 1741, UL 1741SA, UL 1741SB, UL 1699B Certified by CSA 22.2#107.1, C22.2#330, C22.3#9, ANSI/CAN/UL 9540		
Grid Connection Standards	IEEE1547 and IEEE-1547.1, Rule 21, Rule 14H		
Emissions	FCC Part 15 Class B		
INSTALLATION SPECIFICATIONS			
AC Output Conduit Size / AWG Range	1" Maximum / 14 – 4 AWG		
DC Input Conduit Size / # of Strings / AWG Range	1" Maximum / 1 – 3 strings / 14 – 6 AWG		
Dimensions with Safety Switch (H x W x D)	21.06 x 14.6 x 7.3 / 535 x 370 x 185	21.06 x 14.6 x 8.2 / 535 x 370 x 208 ⁽¹⁰⁾	in / mm
Weight with Safety Switch	38.8 / 17.6	44.9 / 20.4 ⁽¹⁰⁾	lb / kg
Noise	<50		dBA
Cooling	Natural Convection		
Operating Temperature Range	-40 to +140 / -40 to +60 ⁽¹¹⁾		°F / °C
Protection Rating	NEMA 4X (Inverter with Safety Switch)		

(6) For other regional settings please contact SolarEdge support.

(7) A higher current source may be used; the inverter will limit its input current to the values stated.

(8) For more information, refer to the [SolarEdge Home Network](#) datasheet

(9) Inverter with Revenue Grade Production and Consumption Meter P/N: SExxxxH-US000BEI4. For consumption metering, current transformers should be ordered separately: SEACT0750-200NA-20 or SEACT0750-400NA-20. 20 units per box.

(10) SE11400H-USxxxBxx5 is the updated PN, though SE11400H-USxxxBxx4 will still be available. All specifications are similar for both models, **EXCLUDING** the weight and dimensions [HxWxD]; The weight and dimensions of SE11400H-USxxxBxx4 are 38.8 / 17.6 [lb / kg] and 21.06 x 14.6 x 7.3 / 535 x 370 x 185 [in/mm], accordingly.

(11) Full power up to at least 50°C / 122°F; for power de-rating information refer to the [Temperature Derating](#) technical note for North America.

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.

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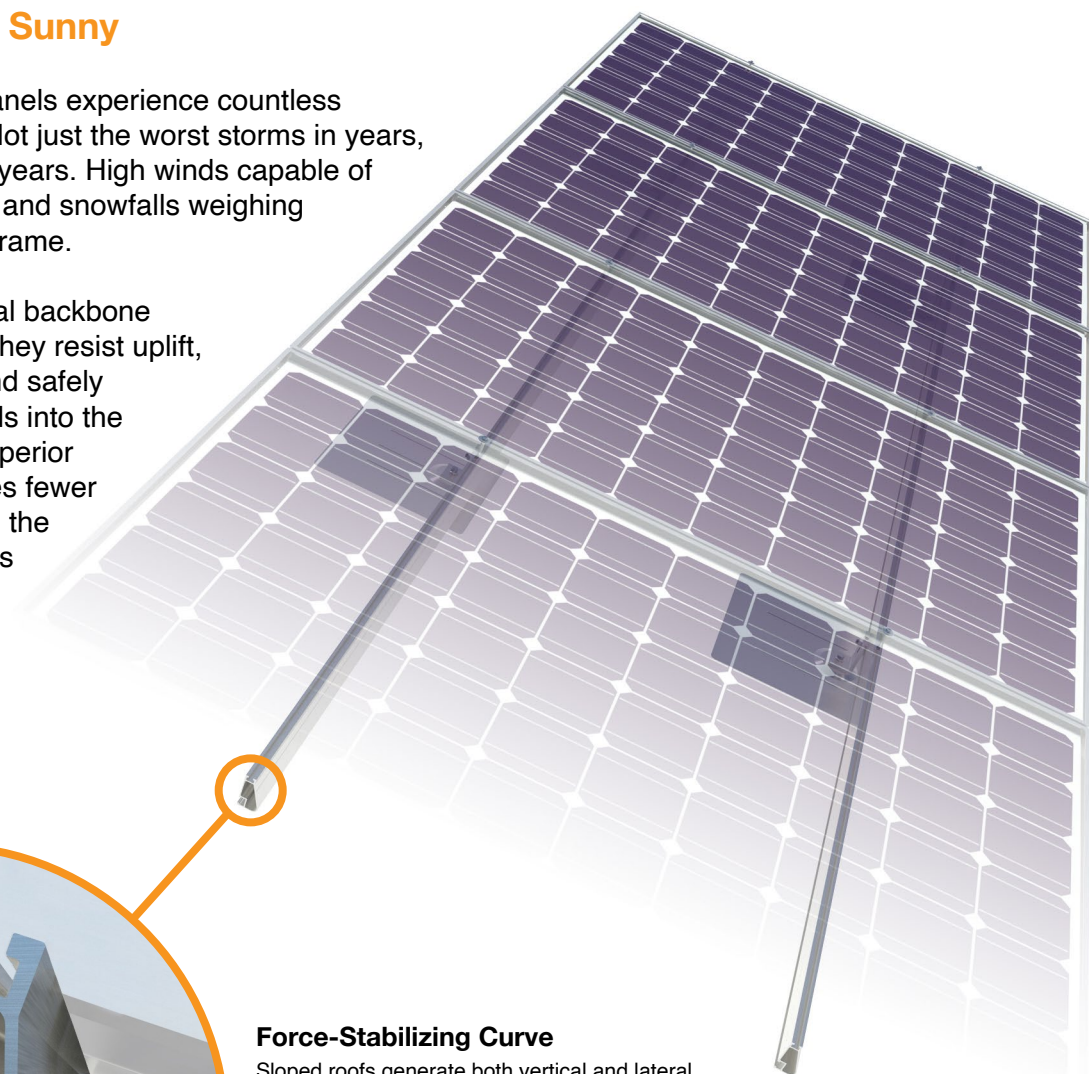
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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

Solar Is Not Always Sunny

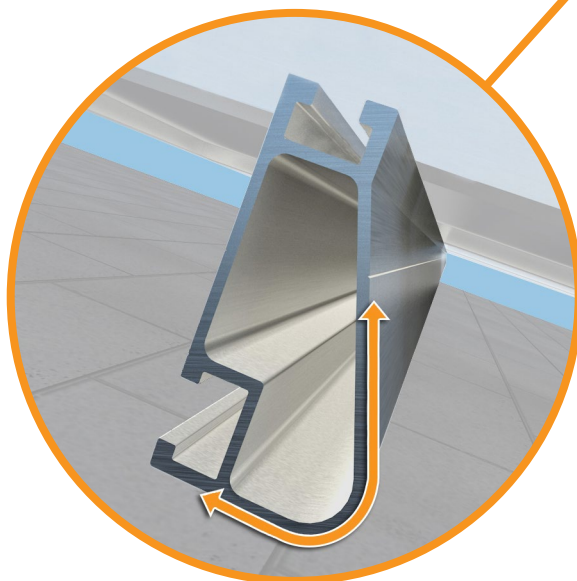
Over their lifetime, solar panels experience countless extreme weather events. Not just the worst storms in years, but the worst storms in 40 years. High winds capable of ripping panels from a roof, and snowfalls weighing enough to buckle a panel frame.

XR Rails® are the structural backbone preventing these results. They resist uplift, protect against buckling and safely and efficiently transfer loads into the building structure. Their superior spanning capability requires fewer roof attachments, reducing the number of roof penetrations and the amount of installation time.



Force-Stabilizing Curve

Sloped roofs generate both vertical and lateral forces on mounting rails which can cause them to bend and twist. The curved shape of XR Rails® is specially designed to increase strength in both directions while resisting the twisting. This unique feature ensures greater security during extreme weather and a longer system lifetime.



Compatible with Flat & Pitched Roofs



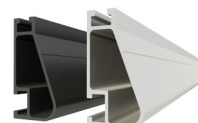
XR Rails® are compatible with FlashFoot® and other pitched roof attachments.



IronRidge® offers a range of tilt leg options for flat roof mounting applications.

Corrosion-Resistant Materials

All XR Rails® are made of 6000-series aluminum alloy, then protected with an anodized finish. Anodizing prevents surface and structural corrosion, while also providing a more attractive appearance.



XR Rail® Family

The XR Rail® Family offers the strength of a curved rail in three targeted sizes. Each size supports specific design loads, while minimizing material costs. Depending on your location, there is an XR Rail® to match.



XR10

XR10 is a sleek, low-profile mounting rail, designed for regions with light or no snow. It achieves spans up to 6 feet, while remaining light and economical.

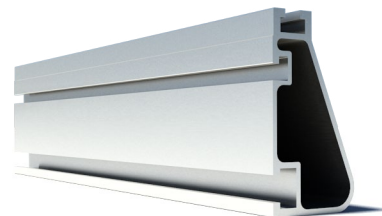
- 6' spanning capability
- Moderate load capability
- Clear & black anodized finish
- Internal splices available



XR100

XR100 is a residential and commercial mounting rail. It supports a range of wind and snow conditions, while also maximizing spans up to 10 feet.

- 10' spanning capability
- Heavy load capability
- Clear & black anodized finish
- Internal splices available



XR1000

XR1000 is a heavyweight among solar mounting rails. It's built to handle extreme climates and spans up to 12 feet for commercial applications.

- 12' spanning capability
- Extreme load capability
- Clear anodized finish
- Internal splices available

Rail Selection

The table below was prepared in compliance with applicable engineering codes and standards.* Values are based on the following criteria: ASCE 7-16, Gable Roof Flush Mount, Roof Zones 1 & 2e, Exposure B, Roof Slope of 8 to 20 degrees and Mean Building Height of 30 ft. Visit IronRidge.com for detailed certification letters.

Load		Rail Span					
Snow (PSF)	Wind (MPH)	4'	5' 4"	6'	8'	10'	12'
None	90	XR10			XR100		XR1000
	120						
	140						
	160						
20	90						
	120						
	140						
	160						
30	90						
	160						
40	90						
	160						
80	160						
120	160						

*Table is meant to be a simplified span chart for conveying general rail capabilities. Use approved certification letters for actual design guidance.

Protector® Series

GENERAC®

PROTECTOR® SERIES Standby Generators Liquid-Cooled Gaseous Engine

INCLUDES:

- Two-Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/French/Portuguese) With External Viewing Window for Easy Indication of Generator Status and Breaker Position
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- $\pm 1\%$ Voltage Regulation
- Field Convertible Fuel Type With No Mechanical Adjustment Required.
- 5 Year Limited Warranty
- UL 2200 Listed
- Listed and labeled by the Southwest Research Institute allowing installation as close as 18 in (457 mm) to a structure*

*Must be located away from doors, windows, and fresh air intakes and in accordance with local codes.

https://assets.swri.org/library/DirectoryOfListedProducts/ConstructionIndustry/973_DoC_204_13204-01-01_Rev9.pdf

Standby Power Rating

Model RG048 (Aluminum - Bisque) - 48 kW 60 Hz

Model RG060 (Aluminum - Bisque) - 60 kW 60 Hz

Model RG080 (Aluminum - Bisque) - 80 kW 60Hz



*Assembled in the USA using domestic and foreign parts

QUIET-TEST™



Meets EPA Emission Regulations
CA / MA Emission Compliant

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
 - ✓ **PROTOTYPE TESTED**
 - ✓ **SYSTEM TORSIONAL TESTED**
 - ✓ **NEMA MG1-22 EVALUATION**
 - ✓ **MOTOR STARTING ABILITY**
- **MOBILE LINK® CONNECTIVITY:** Free with select Protector Series standby generator sets, Mobile Link Wi-Fi allows users to monitor the generator set status from anywhere in the world using a smartphone, tablet, or PC. Easily access information such as the current operating status and maintenance alerts. Users can connect an account to an authorized service dealer for fast, friendly, and proactive service. With Mobile Link, users are taken care of before the next power outage.
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at $\pm 1\%$.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is the GENERAC product line is offered with its own transfer systems and controls for total system compatibility.

GENERAC®



48 / 60 / 80 kW

application & engineering data

GENERATOR SPECIFICATIONS

	48 kW	60 / 80 kW
Type	Synchronous	Synchronous
Rotor Insulation Class	F	H
Stator Insulation Class	H	H
Telephone Interference Factor (TIF)	< 50	< 50
Alternator Output Leads 1-Phase	4 wire	4 wire
Alternator Output Leads 3-Phase	6 wire	6 wire
Bearings	Sealed Ball	Sealed Ball
Coupling	Flexible Disc	Flexible Disc
Excitation System	Direct	Brushless

VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 35 Amp
Static Battery Charger	2.5 Amp
Recommended Battery (battery not included)	Group 27F (48kW), 725CCA
System Voltage	12 Volts

GENERATOR FEATURES

Revolving field heavy duty generator Directly connected to the engine Operating temperature rise 120 °C above a 40 °C ambient Class H insulation is NEMA rated Class F insulation is NEMA rated All models fully prototyped tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

ENGINE SPECIFICATIONS

	48 kW	60 / 80 kW
Make	Generac	Generac
Model	Inline 4 cylinder	Inline 4 cylinder
Cylinders	4	4
Displacement (Liters)	4.5	4.5
Bore (in/mm)	4.5 / 114.3	4.5 / 114.3
Stroke (in/mm)	4.25 / 107.95	4.25 / 107.95
Compression Ratio	9.9:1	8.85:1
Intake Air System	Naturally Aspirated	Turbocharged and aftercooled
Lifter Type	Hydraulic	Hydraulic

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full Flow Spin-On Cartridge
Crankcase Capacity (qt / l)	12 / 11

ENGINE COOLING SYSTEM

Type	Ethylene Glycol 50 / 50 Mix
Water Pump	Belt-Driven
Fan Speed (rpm)	2,100
Fan Diameter 48 kW (in / cm)	20 (50.8)
Fan Diameter 60 kW and 80 kW (in / cm)	22 (55.9)
Fan Mode	Pusher

FUEL SYSTEM

Fuel Type	Natural Gas, Propane Vapor
Fuel Shut Off Solenoid	Standard
LP Fuel Pressure	7 - 14 in Water Column
NG Fuel Pressure	3.5 - 14 in Water Column

48 / 60 / 80 kW
GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		kW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
RG048	120/240 V, 1Ø, 1.0 pf	48	200	48	200	200
	120/208 V, 3Ø, 0.8 pf	48	167	48	167	175
	120/240 V, 3Ø, 0.8 pf	48	144	48	144	150
	277/480 V, 3Ø, 0.8 pf	48	72	48	72	80
RG060	120/240 V, 1Ø, 1.0 pf	60	250	60	250	300
	120/208 V, 3Ø, 0.8 pf	60	208	60	208	200
	120/240 V, 3Ø, 0.8 pf	60	180	60	180	200
	277/480 V, 3Ø, 0.8 pf	60	90	60	90	100
RG080	120/240 V, 1Ø, 1.0 pf	75	312	80	333	400
	120/208 V, 3Ø, 0.8 pf	75	260	80	278	300
	120/240 V, 3Ø, 0.8 pf	75	226	80	241	300
	277/480 V, 3Ø, 0.8 pf	75	113	80	120	150

3 of 9
SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
RG048	120 / 240 V, 1Ø	100	300
	120 / 208 V, 3Ø	118	242
	120 / 240 V, 3Ø	144	260
	277 / 480 V, 3Ø	64	123
RG060	120 / 240 V, 1Ø	150	413
	120 / 208 V, 3Ø	135	313
	120 / 240 V, 3Ø	117	289
	277 / 480 V, 3Ø	54	122
RG080	120 / 240 V, 1Ø	283	600
	120 / 208 V, 3Ø	236	500
	120 / 240 V, 3Ø	204	432
	277 / 480 V, 3Ø	102	192

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane	
		(ft³ / hr)	(m³ / hr)	(gal / hr)	(l / hr)
RG048	Exercise cycle	101	2.86	0.67	24.5
	25% of rated load	201	5.7	2.88	104.7
	50% of rated load	336	9.5	4.16	151.3
	75% of rated load	447	12.7	5.28	192
	100% of rated load	604	17.1	6.61	240.4
					25
RG060	Exercise cycle	103	2.9	0.9	33.2
	25% of rated load	257	7.3	2.1	78
	50% of rated load	432	12.2	4.4	161.2
	75% of rated load	618	17.5	6.8	247.2
	100% of rated load	808	22.9	8.4	305.6
					31.8
RG080	Exercise cycle	103	2.9	0.9	33.2
	25% of rated load	292	8.3	2.6	93.6
	50% of rated load	534	15.1	5.7	208.8
	75% of rated load	799	22.6	8.3	303.2
	100% of rated load	1,063	30.1	10.8	393.2
					40.9

Note: **Fuel pipe must be sized for full load.**

For Btu content, multiply ft³ / hr x 2,520 (LP) or ft³ / hr x 1,000 (NG).

For megajoule content, multiply m³ / hr x 93.15 (LP) or m³ / hr x 37.26 (NG).

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

48 / 60 / 80 kW

operating data

ENGINE COOLING

	48 kW	60 / 80 kW
Air Flow (inlet air including alternator and combustion air in cfm / cmm)	2,829 / 80.1	3,197 / 90.5
System Coolant Capacity (gal / liters)	2.9 / 11	4.5 / 17
Heat Rejection to Coolant (BTU per hr / MJ per hr)	201,600	204,570
Maximum Operation Air Temperature on Radiator (°F / °C)	150 / 66	150 / 66
Maximum Ambient Temperature (°F / °C)	140 / 60	140 / 60

COMBUSTION REQUIREMENTS

Flow at Rated Power (scfm / cmm)	92.7 / 2.6	170.4 / 4.8
----------------------------------	------------	-------------

SOUND EMISSIONS

Sound Output in dB(A) at 23 ft (7 m) With Generator*	68	68
--	----	----

*In exercise mode

EXHAUST

Exhaust Flow at Rated Output (scfm / cmm)	104 / 2.9	181 / 5.1
Exhaust Temperature at Muffler Outlet (°F / °C)	945 / 507	1,213 / 656

ENGINE PARAMETERS

Rated Synchronous rpm	1,800	1,800
-----------------------	-------	-------

POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration	3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (48 kW)	1% for every 100 m above 183 m or 3% for every 1,000 ft above 600 ft
Altitude Deration (60 kW and 80 kW).....	1% for every 100 m above 915 m or 3% for every 1,000 ft above 3,000 ft

CONTROLLER FEATURES

Two-Line Plain Text LCD Display.....	Simple user interface for ease of operation.
Mode Switch: Auto	Automatic Start on Utility failure. 7 day exerciser.
Off	Stops unit. Power is removed. Control and charger still operate.
Manual	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable Start Delay Between 10-30 Seconds.....	10 sec standard
Engine Start Sequence.....	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up.....	5 sec
Engine Cool-Down.....	1 min
Starter Lock-Out.	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger.....	Standard
Automatic Voltage Regulation With Over and Under Voltage Protection	Standard
Automatic Low Oil Pressure Shutdown	Standard
Overspeed Shutdown	Standard, 72 Hz
High Temperature Shutdown.....	Standard
Overcrank Protection.....	Standard
Safety Fused.....	Standard
Failure to Transfer Protection	Standard
Low Battery Protection.....	Standard
50 Event Run Log	Standard
Future Set Capable Exerciser.....	Standard
Incorrect Wiring Protection	Standard
Internal Fault Protection.....	Standard
Common External Fault Capability.....	Standard
Governor Failure Protection.....	Standard

Model #	Product	Description
G0071690	Mobile Link® 4G LTE Cellular Accessory	Generac's Mobile Link allows you to check the status of your generator from anywhere that you have access to an Internet connection from a PC or with any smart device. You will even be notified when a change in the generator's status occurs via e-mail or text message. Note: Harness Adapter Kit required. Available in the U.S. only.
G006478-0	Kit, Adapter Mobile Link L/C (Required for QT and RG Series)	The Harness Adapter Kit is required to make liquid-cooled units compatible with Mobile Link®.
G007992-0	Cold Weather Kit	If the temperature regularly falls below 32 °F (0 °C), install a cold weather kit to maintain optimal battery temperature. Kit consists of battery warmer with thermostat built into the wrap.
G007990-0	Extreme Cold Weather Kit	Recommended where the temperature regularly falls below 32 °F (0 °C) for extended periods of time. For liquid cooled units only.
G005651-0	Base Plug Kit	Add base plugs to the base of the generator to keep out debris.
G005703-0 - Bisque	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch-up a generator enclosure.
G007991-0	Scheduled Maintenance Kit	The Liquid-Cooled Scheduled Maintenance Kits offer all the hardware necessary to perform complete maintenance on Generac liquid-cooled generators.
G006664-0	Local Wireless Monitor	Completely wireless and battery powered, Generac's wireless remote monitor provides you with instant status information without ever leaving the house.
G006665-0	Wireless Remote Extension Harness	Recommended for use with the Wireless Remote on units up to 60 kW, required for use on units 70 kW or greater.
G007993-0	E-Stop	E-stop allows for immediate fuel shutoff and generator shutdown in the event of an emergency.
G007005-0	Wi-Fi LP Fuel Level Monitor	The Wi-Fi enabled LP fuel level monitor provides constant monitoring of the connected LP fuel tank. Monitoring the LP tank's fuel level is an important step in making sure your generator is ready to run during an unexpected power failure. Status alerts are available through a free application to notify when your LP tank is in need of a refill.
G007000-0 (50 amp) G007006-0(100 amp)	Smart Management Module	Smart Management Modules (SMM) are used to optimize the performance of a standby generator. They manage large electrical loads upon startup and shed them to aid in recovery when overloaded. In many cases, using SMM's can reduce the overall size and cost of the system.
A0000018981	Ultrasonic Cleaner Solution	An ultra-concentrated anti-corrosive cleaning solution engineered to reach the smallest cavities to clean the toughest contaminants. This water based formula is non-toxic, biodegradable, safe for both metal and plastic surfaces, and is superior in rinsability.
A0000019001	All Surface Protectant	All surface protectant for vinyl, rubber, plastics creates a barrier that seals & protects surfaces from water, UV rays while renewing the look of the surface.

48 kW

Drawing #A0000293718-C (1 of 2)

GENERAC®
 installation layout

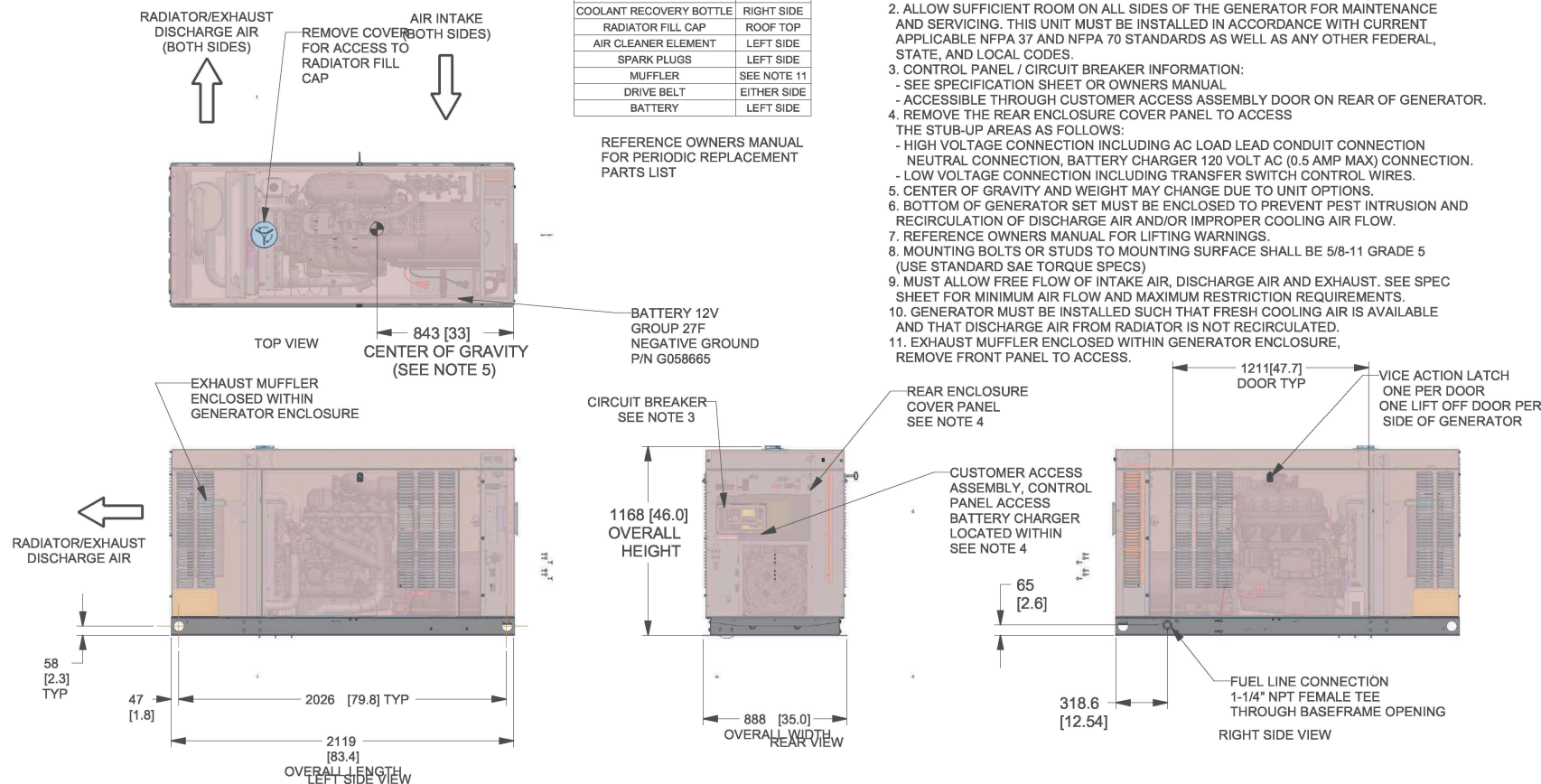
WEIGHT DATA				
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENSET ONLY KG [LBS]	WEIGHT SHIPPING SKID KG [LBS]	SHIPPING WEIGHT KG [LBS]
4.5L/48KW	AL	808 [1781]	51 [112]	859 [1893]

SERVICE ITEM	4.5L
OIL FILL CAP	LEFT SIDE
OIL DIP STICK	LEFT SIDE
OIL FILTER	LEFT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	RIGHT SIDE
COOLANT RECOVERY BOTTLE	RIGHT SIDE
RADIATOR FILL CAP	ROOF TOP
AIR CLEANER ELEMENT	LEFT SIDE
SPARK PLUGS	LEFT SIDE
MUFFLER	SEE NOTE 11
DRIVE BELT	EITHER SIDE
BATTERY	LEFT SIDE

 REFERENCE OWNERS MANUAL
 FOR PERIODIC REPLACEMENT
 PARTS LIST

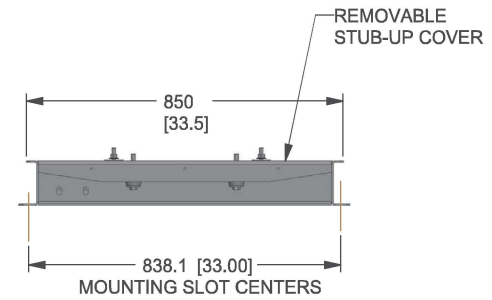
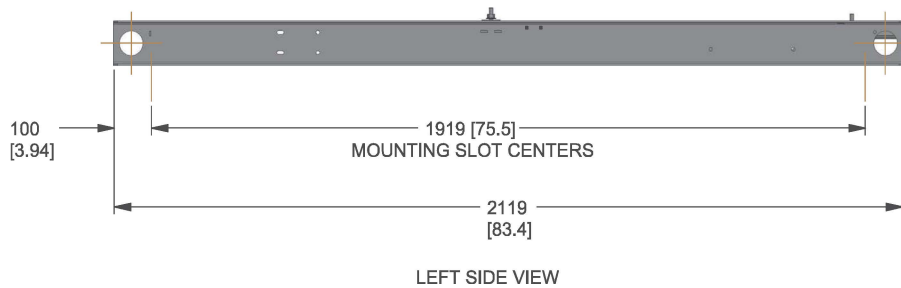
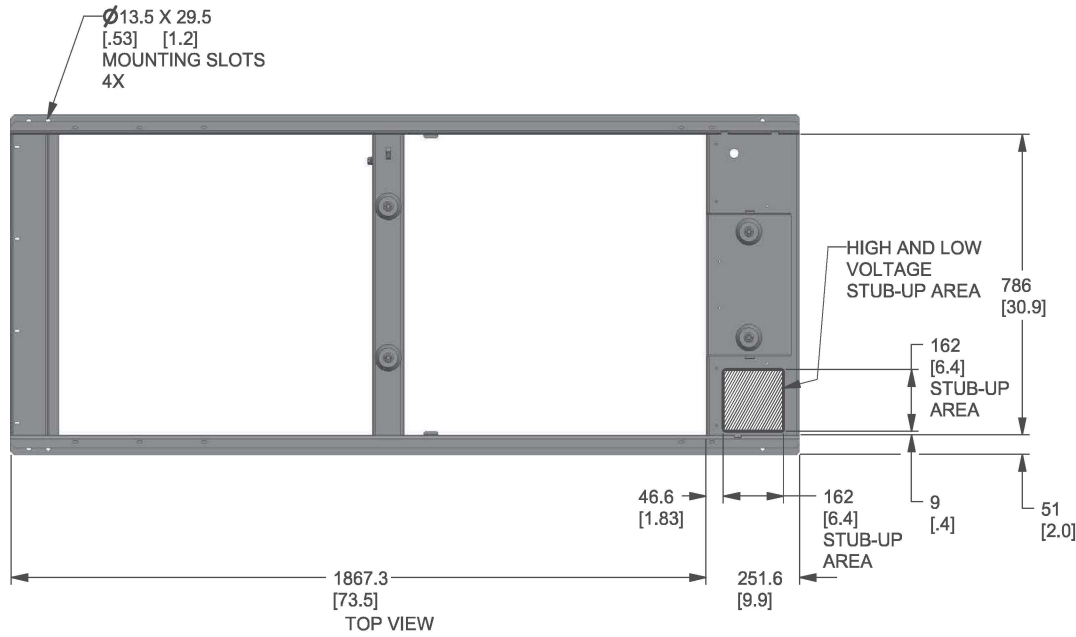
NOTES:

1. MINIMUM RECOMMENDED CONCRETE PAD SIZE IS 6" OFFSET OF OVERALL LENGTH AND WIDTH OF GENERATOR. {1193.8 (47") WIDE X 2423.2 (95.4") LONG}. REFERENCE INSTALLATION GUIDE SUPPLIED WITH THE UNIT FOR CONCRETE PAD GUIDELINES. REFERENCE MANUFACTURER'S SPECIFICATIONS IF USING ENGINEERED, PREFABRICATED SLABS.
2. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
3. CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
 - SEE SPECIFICATION SHEET OR OWNERS MANUAL
 - ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR.
4. REMOVE THE REAR ENCLOSURE COVER PANEL TO ACCESS THE STUB-UP AREAS AS FOLLOWS:
 - HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION
 - NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION.
 - LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
5. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
6. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
7. REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
8. MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)
9. MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
10. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
11. EXHAUST MUFFLER ENCLOSED WITHIN GENERATOR ENCLOSURE, REMOVE FRONT PANEL TO ACCESS.



DIMENSIONS: MM [INCH]

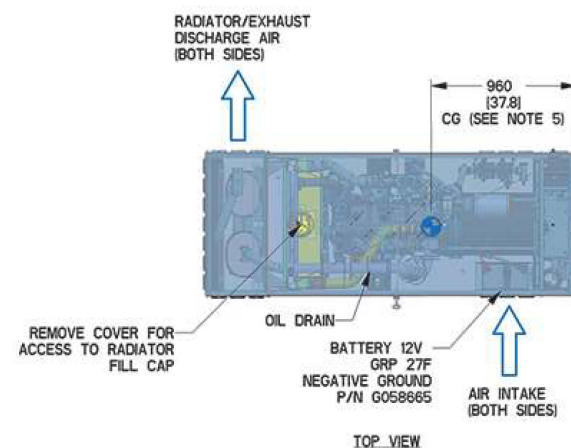
*NOTE:
STUB-UP AREA FOR HIGH AND LOW
VOLTAGE CONNECTIONS, CIRCUIT BREAKER,
NEUTRAL AND CUSTOMER CONNECTION OPENING.



DIMENSIONS: MM [INCH]

60 / 80 kW

Drawing #A0000293264 (1 of 2)

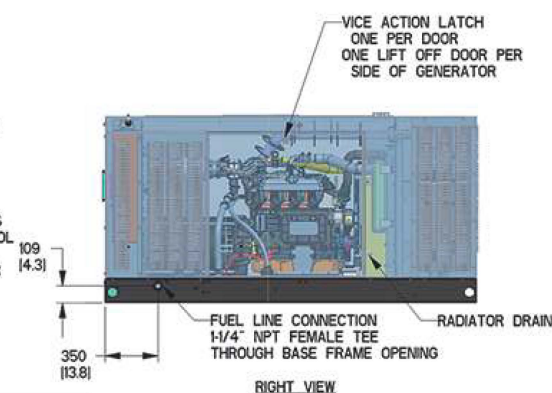
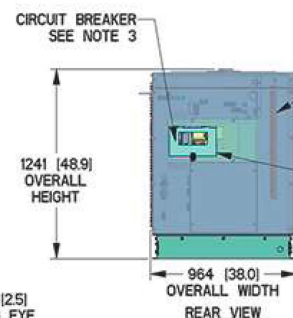
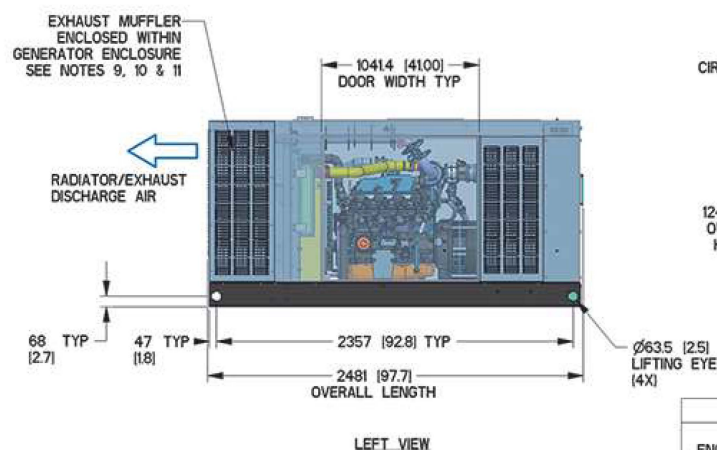


SERVICE ITEM	4.5L
OIL FILL CAP	LEFT SIDE
OIL DIP STICK	LEFT SIDE
OIL FILTER	LEFT SIDE
OIL DRAIN HOSE	LEFT SIDE
RADIATOR DRAIN HOSE	RIGHT SIDE
COOLANT RECOVERY BOTTLE	RIGHT SIDE
RADIATOR FILL CAP	ROOF TOP
AIR CLEANER ELEMENT	EITHER SIDE
SPARK PLUGS	LEFT SIDE
MUFFLER	SEE NOTE 11
FAN BELT	EITHER SIDE
BATTERY	LEFT SIDE

REFERENCE OWNERS MANUAL
FOR PERIODIC REPLACEMENT
PART LISTINGS.

NOTES:

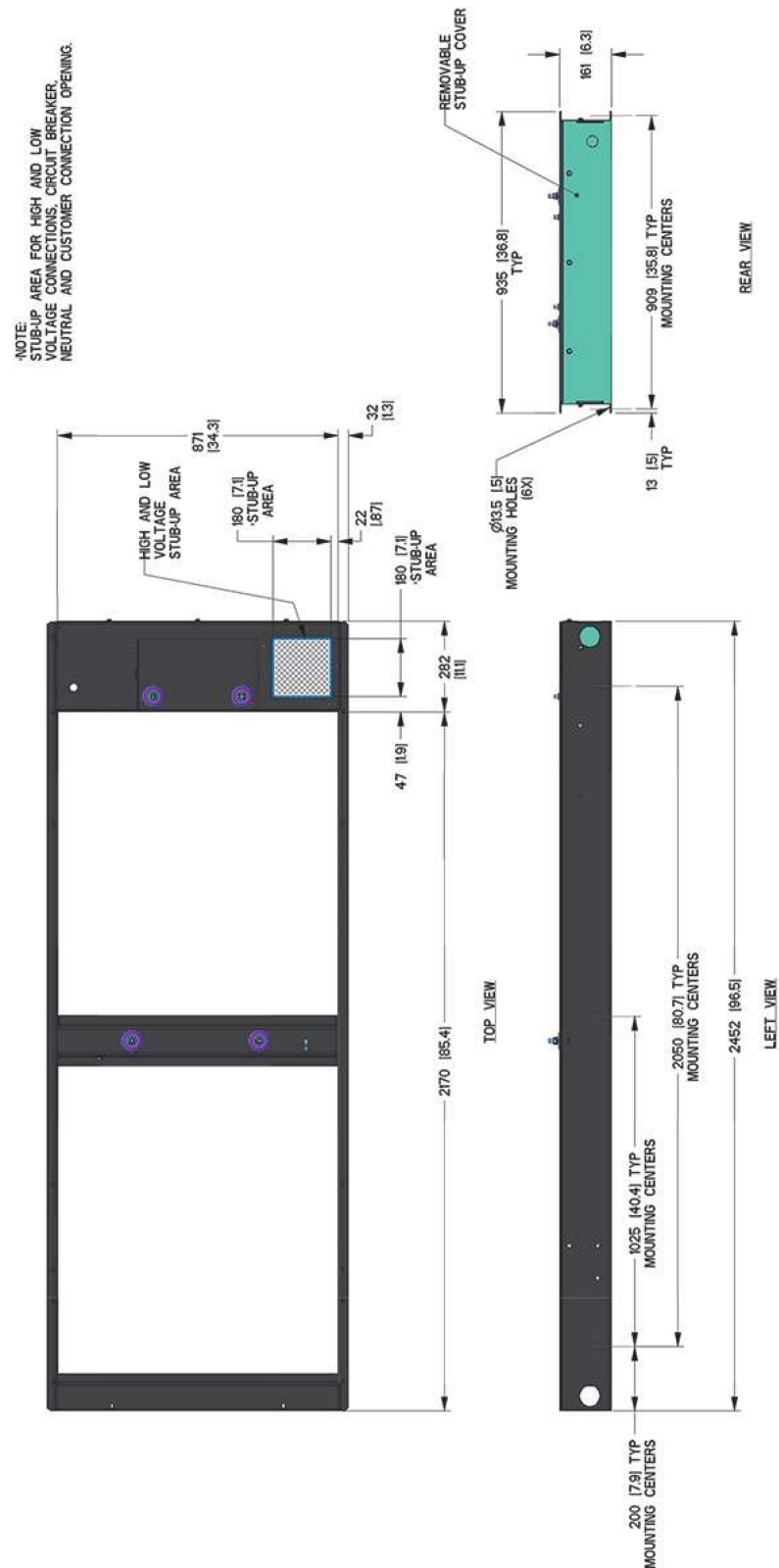
1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: (6" LARGER PER SIDE THAN GENERATOR) 1269 (50") WIDE 2786 (110") LONG.
REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
2. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
3. CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
- SEE SPECIFICATION SHEET OR OWNERS MANUAL
- ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY ON REAR OF GENERATOR.
4. INSIDE STUB-UP AREA FOR AC LOAD LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (5 AMP MAX) CONNECTION AND ACCESS TO TRANSFER SWITCH CONTROL WIRES. REMOVE REAR COVER FOR ACCESS.
5. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
6. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
7. REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
8. MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)
9. MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
10. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
11. REMOVE FRONT END PANEL TO ACCESS EXHAUST MUFFLER. ACCESS AVAILABLE THROUGH DOORS TO FAN BELT.



WEIGHT DATA				
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENSET ONLY KG (LBS)	WEIGHT SHIPPING SKID KG (LBS)	SHIPPING WEIGHT KG (LBS)
4.5L/60KW	AL	857 (1890)	79 (175)	936 (2064)
4.5L/80KW	AL	903 (1990)	79 (175)	983 (2165)

60 / 80 kW

Drawing #A0000293264 (2 of 2)



48-80kW PROTECTOR® SERIES

GENERAC®

Automatic Standby Gaseous Generator



The premium in home and business
backup power protection

Power your home or business with a Protector[®] Series backup generator

Thousands of homeowners and business owners trust their Protector Series automatic backup generator to preserve their quality of life and/or business profitability during a power outage. A Protector Series generator senses a power outage, turns on automatically, and delivers backup power to all lights, appliances, electronics, pumps, heating and air-conditioning, allowing you to continue living life comfortably and keep business operating without interruption.

Features & Benefits:



GENERAC DESIGNED & BUILT ENGINE

Purpose-built exclusively for generator use. Utilizes the first in class, dual-valve ultra-low pressure fuel delivery system and intelligent proprietary engine controls that manage over 100 performance functions to ensure peak efficiency in all temperature ranges and elevations.



QUIET-TEST[™] SELF-TEST MODE

Runs at a lower, quieter RPM for a five or twelve minute test, to ensure the system is running properly while consuming less fuel. Quiet-Test Self-Test mode can be programmed to run weekly, bi-weekly, or monthly.



TRUEPOWER[™] TECHNOLOGY

Delivers best-in-class power quality with less than 5% total harmonic distortion for clean, smooth operation of sensitive electronics and appliances.



SMALL FOOTPRINT

Generac liquid-cooled product packs more power into a small footprint – ideal when space is a premium. The neutral styling, color and small footprint fits unobtrusively into landscaping.



24/7/365 CUSTOMER SUPPORT TEAM

Standing by all day, every day from our headquarters in Wisconsin to answer any questions you might have.



SMART, USER-FRIENDLY CONTROLS

Generac's Evolution[™] Controller is visible and accessible without opening the generator enclosure. The Evolution Controller features a multilingual LCD display that allows users to monitor and track maintenance intervals to ensure your generator is always in top operating condition.



BUILT IN THE USA*

Generac generators and engines are engineered and built in the USA*

**Assembled in the USA using domestic and foreign parts.*



18" OFFSET

Generators can be installed just 18" from a structure* – ideal for areas with tight lot lines or other space constraints.

**48kW models only*



TOUGH, DURABLE ALL-ALUMINUM ENCLOSURES

Our RhinoCoat[™] powder-coated finish helps make corrosion-resistant aluminum perfect for all weather conditions

Mobile Link™



Standard on 48-80kW Protector Series models. Mobile Link allows you to monitor the status of your generator from anywhere in the world using a smartphone, tablet, or PC. Easily access information, such as the current operating status and the generator's maintenance schedule. Connect your account to an authorized service dealer for fast, friendly and convenient assistance. With Mobile Link, your generator is taken care of before the next outage.

Additional functionality available with paid subscription.

A Protector Series standby generator is a quiet, affordable back up power solution for larger homes and small-to-medium-sized businesses and is equipped with Mobile Link Connectivity so you stay informed of the status of your generator from any device at any time. All of these features, backed by a standard 5-Year Limited Warranty, make a Protector Series generator the right backup power solution for your home or business.

IDEAL INDUSTRIES/APPLICATIONS:

- Convenience Stores & Gas Stations
- Small Outpatient & Dental Clinics
- School Offices & District Buildings
- Banks & Financial Institutions
- Manufacturing Industry & Distribution
- Restaurants & Bars
- Offices with Small Server Rooms
- Larger Homes or Homes with Guest Houses
- Green Houses

Automatic Standby Gaseous Generator

SPECIFICATIONS (LP/NG)	48kW	60kW	80kW
Model Number	RG04845	RG06045	RG08045
Output Amperage LP/NG 120/240 V, 1ø 1.0 pf	200/200	250/250	Contact Factory / 333
Output Amperage LP/NG 120/208 V, 3ø 0.8 pf	167/167	208/208	Contact Factory / 277
Output Amperage LP/NG 120/240 V, 3ø 0.8 pf	144/144	180/180	Contact Factory / 240
Output Amperage LP/NG 277/480 V, 3ø 0.8 pf	72/72	90/90	Contact Factory / 120
Engine/Alternator RPM	1800		
Engine	4.5L, in-line 4-cyl.	4.5L Turbo, in-line 4-cyl.	4.5L Turbo, in-line 4-cyl.
Fuel Consumption @ full load - LPG cu. ft/hr (gal/hr)	240.4 (6.61)	305.6 (8.4)	393.2 (10.8)
Fuel Consumption @ full load - NG cu. ft/hr	604	808	1063
Quiet-Test Mode	Yes		
db(A) at Exercise	68		
db(A) Normal Operating Load	70	72	74
Dimensions (L" x W" x H")	83 x 35 x 46	97 x 38 x 49	97 x 38 x 49
Generator Weight (lbs.)	1781	1912	2022
Mobile Link Connectivity Standard via Wi-Fi Ethernet Module	Yes		
SCAQMD Model	•	•	•



NATIONWIDE DEALER SERVICE NETWORK

Generac's commitment to service includes scheduled maintenance programs, warranty assistance and emergency service to ensure that Generac customers are never left powerless. The largest nationwide dealer network has factory-trained technicians on staff and maintains large inventories of Generac parts, components and accessories. Find a dealer near you at Generac.com.

Generac Power Systems, Inc.
S45 W29290 Hwy. 59, Waukesha, WI 53189

www.Generac.com | 888-GENERAC (436-3722)

201902154 REV 06/20

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Specifications are subject to change without notice.

GENERAC®



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.A
Mtg. Date: 03/25/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEPHANIE GRANT, ASSISTANT PLANNER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE PROPOSED CITY HALL CAMPUS LANDSCAPE DESIGNS AND ACCEPTANCE OF CALIFORNIA WATER SERVICES 2024 TURF REPLACEMENT REBATE PROGRAM OFFER TO ASSIST IN EFFECTUATING HOME HARDENING STRATEGIES AND REFRESHED WATERWISE PLANTINGS AND IRRIGATION

DATE: March 25, 2024

BACKGROUND:

Between 2017 and 2020, the City Hall campus was poorly maintained, with diseased vegetation, broken irrigation lines, and sprinklers. Repairs were made, replacement irrigation parts were installed, diseased vegetation was removed, and new vegetation was isolated without a holistic plan for the entire campus. The City lacked as-builts, including the existing irrigation system and plant palette.

In 2022, a survey of the existing irrigation system was conducted by a licensed landscape architect, which resulted in a list of recommended actions to improve the system's operation.

With limited open space, the City desired to keep the City Hall campus functional at all times and provide an aesthetically pleasing campus with attention to detail in the plant palette. The west side of the City Hall campus is one of the three main entryways to the community. Residents have expressed to staff that the rose bushes and ground covering adjacent to Portuguese Bend Road are the first visuals upon entering the city, and this area should be reflective of the care that the City has for the greater community.

In the fall of 2022, the City issued an RFP for Landscaping Services. Two firms submitted proposals, and the City Council ultimately unanimously voted to select Bennett Landscape for a one-year period and directed staff to prepare a professional service agreement on November 14, 2022.

The service contract with Bennett Landscape was finalized in early January 2023. Prior to the execution of the current agreement, staff worked with Bennett Landscaping to identify campus-wide issues and needs. Based on conversations and site walks with staff, Bennett

Landscape submitted four proposals covering the following services:

- Landscape Design - \$2,875
- Landscape Improvements - \$6,786
- Irrigation deficiencies and spot repairs - \$499
- Gopher mitigation - \$55/site visit, with a minimum of two visits and \$65/CO2 smoke

Bennett Landscape noted that the above-listed services are outside of routine maintenance and would cost a total of \$10,335.

On February 13, 2023, City staff presented the above information and requested approval from the City Council while noting that there appeared to be sufficient funds budgeted for FY22/23 in the General Fund that would cover the \$10,335 in Repairs & Maintenance fees as proposed under 01-65-930. Some of those costs (Landscape Design / Irrigation deficiencies and spot repairs) were used, but others were not.

For the landscape improvements, beautification, and upgrades on the City's main campus, Ric Dykzeul (Landscape Architect) was hired by Bennett Landscape to provide updated and cohesive designs with the intention of removing the existing landscape and replacing it with drought-resistant, low-water usage, and low maintenance plants. Mr. Dykzeul was also tasked with evaluating how to ensure the City Hall and RHCA campus complied with Home Hardening requirements to serve as an example for the greater community.

In the Spring of 2023, Mr. Dykzeul provided City Staff with his initial designs and plant palette. Around the same time, the previous City Manager was transitioning out of the City, and the plans were put on hold until the City had new management in place.

On June 30, 2023, resident Judith Haenel informed City Staff about the California Water Service (Cal Water) Lawn-to-Garden rebate. She suggested that staff contact Cal Water to request information and determine if the City would be eligible.

On July 12, 2023, City Staff connected with Cal Water's Conservation Coordinator and arranged an on-site meeting/walk-through to discuss the qualifications and requirements of the Lawn-to-Garden Rebate program and see if there was potential to help defray costs specific to the removal of plantings/turf as well as the installation of drip irrigation and low-water plants as part of the proposed campus design. The Lawn-to-Garden Rebate program is currently designed to pay residential customers \$3.00 per square foot of living lawn/turf when at least 50 percent of the high-water use surface is removed and converted to landscaping utilizing California-friendly, drought-tolerant plant material.

On July 17, 2023, City Staff and Rolling Hills Community Association (RHCA) staff met with Cal Water. They performed an on-site audit and provided feedback. They requested City staff provide a square-foot estimate of the campus areas and submit it for evaluation.

On July 21, 2023, City Staff provided Cal Water with a general estimate calculating the City Hall Campus at 26,877 square feet and Tennis Court Area at 1,300 square feet for a total of 28,177 square feet. Staff also sent the City Campus landscape plans prepared by Mr. Dykzeul and Tennis Court landscape plans prepared by Richie-Bray Inc., to Cal Water to review, along with the square footage area estimates. Over the subsequent five months, staff periodically reached out to Cal Water to ascertain the status of the City's eligibility and qualifications but

never received any status updates.

On December 15, 2023, staff was contacted by Cal Water's Director of Water-Use Efficiency, Christy Colby. She conveyed that the City was eligible for the Lawn-to-Garden Rebate program. Based upon the eligible square footage at \$3.00 per square foot, the City Hall Campus allowable area was 16,299 square feet with a rebate amount of \$48,897. The tennis courts allowable area was 1,300 square feet with a rebate amount of \$3,900. The grand total eligible for the rebate was \$52,797. (Attachment B)

On January 11, 2024, City and RHCA staff met with Ms. Colby to discuss the conditionally approved rebate estimates. City staff had questions regarding the application, duration of the project, and funding. Ms. Colby provided the following information:

- The Lawn-to-Garden Rebate program is not a grant, and there is no match;
- The City is conditionally approved for \$3.00 per square foot of high-water usage lawn/turf to be removed and replaced with drought-resistant Cal Water-approved plants and proper irrigation;
- The Lawn-to-Garden Rebate program project must be completed within the 2024 calendar year;
- The City was approved for a six-month completion period, starting upon the City Council formally approving acceptance of the rebate program.

Staff also discussed the City's Tennis Court Capital Improvement Project (CIP). Although Cal Water approved a \$3,900 potential rebate, it cannot be used at this time as the tennis court project will most likely not be completed until 2025.

On January 30, 2024, City Staff met with Mr. Dykzeul and Bennett Landscape to discuss the Lawn-to-Garden Rebate project as it related to the designs presented last Spring. The Cal Water rebate program could be used to reimburse associated costs for design, removal of existing turf, hedges and plants, replacement of existing spray irrigation with drip irrigation, and planting of new materials that meet the rebate guidelines. Mr. Dykzeul has worked on other Lawn-to-Garden Rebate projects and is familiar with the qualified plant list. The current plans would require some revisions based on the allowable rebate area and three to four proposed plant species.

On January 31, 2024, City Staff met with RHCA staff to discuss the Cal Water rebate conditional offer and the requirement for any proposed landscape design plans to be approved by the RHCA's Landscape Committee.

On March 6, 2024, the RHCA Landscape Committee approved the proposed landscape designs. (Attachment A)

DISCUSSION:

The benefits of replacing turf with water-efficient plants are cost-effective, beautiful, and low maintenance. The Lawn-to-Garden Rebate program (Attachments C,D,E) aims to update the City's existing landscape design in a cost-effective manner by being an example for home hardening strategies, water conservation, irrigation modification with drip system, rainwater retention, planting native and drought-resistant plants, and sustainability.

In September of 2021, in the midst of a drought and the record driest month for California since 1895, Cal Water expanded its efforts to help customers save water every day with the

launch of a lawn-to-garden program that offers incentives for Cal Water customers to improve the efficiency of their landscaping.

Cal Water's lawn-to-garden program offers a rebate of \$3.00 per square foot of lawn removed for residential properties and \$1.00 per square foot for commercial properties. Program requirements include that at least 50 percent of the grass removed must be converted to landscaping utilizing California-friendly, drought-tolerant plant material. Artificial or synthetic turf, lawn that is already dead, or grass previously removed does not qualify for the rebate, in addition to turf that has not been established for at least 5-years.

For the proposed project, Cal Water extended the \$3.00 per square foot residential rebate to the City and included some of the existing shrubbery on the property in the qualified rebate area. The Lawn-to-Garden program makes it even easier for Cal Water customers to beautify their landscapes while also reducing water use and saving money, all reflective of Cal Water's commitment to deliver quality, service, and value. Cal Water is hopeful that the City's landscape transformation will inspire residents to take advantage of the lawn-to-garden program.

Residents may voluntarily participate in Cal Water's rebate program by applying for the rebate for their own homes.

Staff seeks approval of the proposed Landscape Designs as well as authorization to accept Cal Water's conditional approval of the Lawn-to-Garden Rebate program. Staff would bring back a resolution at the April 8, 2024, City Council meeting for formal acceptance of the rebate.

Staff has also attached estimates from Bennett Landscape (Attachment F and G) for implementation of the proposed Landscape Design broken into two phases. The attached presentation (Attachment H) shows the phased areas.

Phase 1 would encompass only the campus areas that fall within the Lawn-to-Garden Rebate program square footage and is required to be completed within 6 months from acceptance. Bennett's estimated costs are \$53,977 not including removal of existing hedges and aspects that the City can potentially request RHCA maintenance staff to perform as part of the accrued work hours via the lease agreement.

Phase 2 would encompass the outer perimeters of the campus and are not subject to the rebate's cost offsets. Bennett's estimated costs are \$36,150 not including removal of existing plat material or aspects that the City can potentially request RHCA maintenance staff to perform as part of the accrued work hours via the lease agreement.

Staff requested an itemized breakdown of the Bennett Landscape estimates and was told there are too many variables within the pricing to breakout. Bennett Landscape would perform the proposed work over a period of time (less than 6 months for rebate area) under our existing landscape maintenance contract and agreed upon pricing as can be found in the City's existing Professional Services Agreement Exhibit B. (Attachment I)

FISCAL IMPACT:

The potential fiscal impact for Phase 1 based on an estimate from Bennett Landscape is \$53,977. Assuming the city can only reasonably use 14,550sf considering a large section of lawn in between the two buildings will not be removed, we can estimate that the rebate amount will be approximately \$43,650. This would leave a FY23/24 non-budgeted city expenditure of approximately \$10,327 and would require a budget amendment transferring money from the General Fund Reserves, or staff could build into the FY24/25 Area Landscaping budget.

The potential fiscal impact for Phase 2 based on an estimate from Bennett Landscape is \$36,150. If approved by the City Council, staff would budget as part of the FY24/25 Area Landscaping budget.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[Attachment A - CL_AGN_240325_CC_Dykzeul_CampusDesign.pdf](#)

[Attachment B - CL_AGN_240325_CC_CalWater_Rebate_Approval.pdf](#)

[Attachment C - CL_AGN_240325_CC_CalWaterProgramOverviewPrintout.pdf](#)

[Attachment D - CL_AGN_240325_CC_CalWaterFrequentlyAskedQuestionsPrintout.pdf](#)

[Attachment E - CL_AGN_240325_CC_CalWaterTerms&ConditionsPrintout.pdf](#)

[Attachment F - CL_AGN_240325_CC_Bennett_Phase1_Estimate.pdf](#)

[Attachment G - CL_AGN_240325_CC_Bennett_Phase2_Estimate.pdf](#)

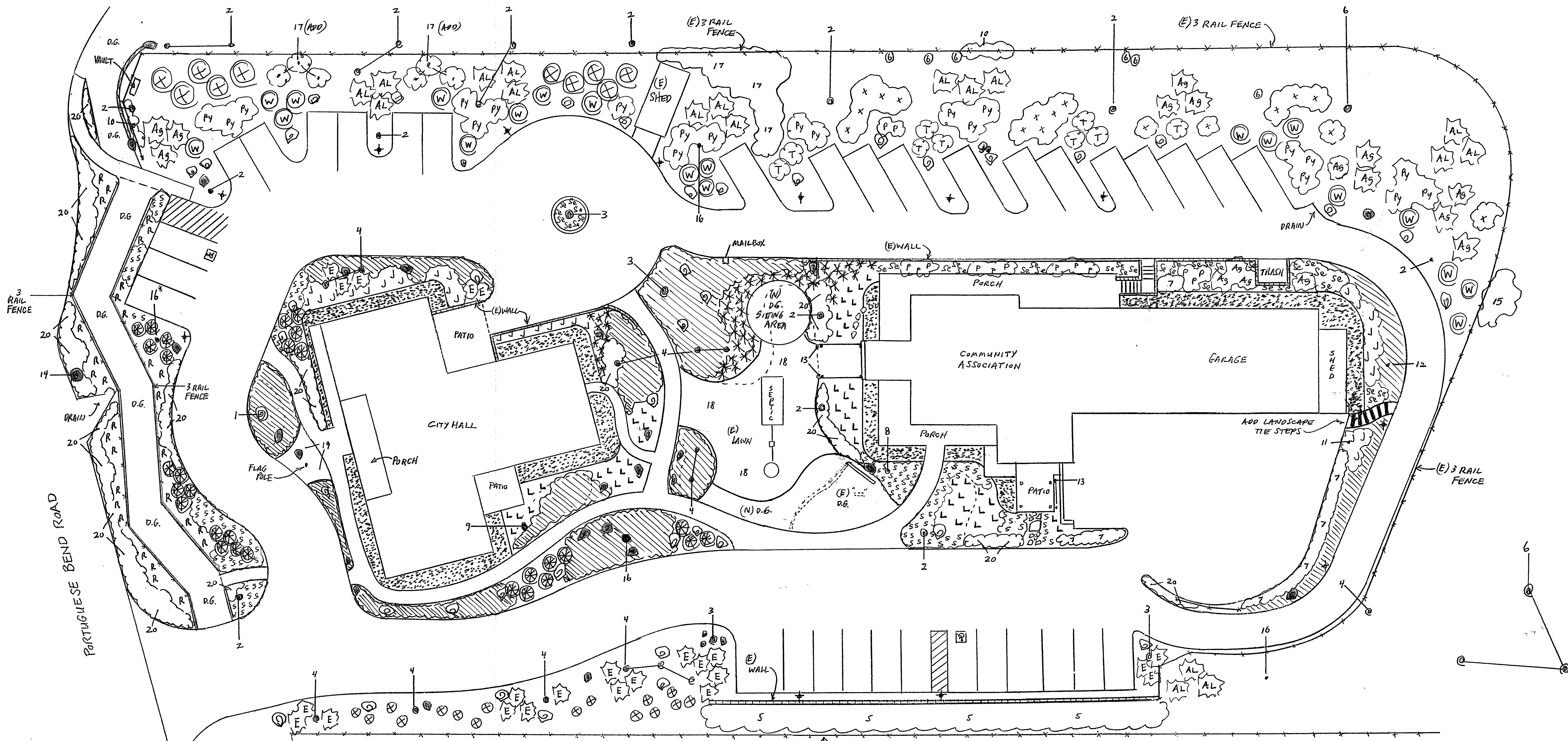
[Attachment H - CL_AGN_240325_CC_LandscapeDesign-Rebate_Presentation.pdf](#)

[Attachment I - CA_AGR_221213_PSA_BennettLandscape_Maintenance_E.pdf](#)

REVISIONS	BY
2/8/24	Rc

CITY OF ROLLING HILLS
CITY HALL/COMMUNITY ASSO.
#2 PORTUGUESE BEND RD.
ROLLING HILLS

Date	3/31/23
Scale	1/16"=1'
Drawn	Rc
Job	BYZSEUL
Sheet	1
Of	1 Sheets



(E) P.V. BOULDERS
 = ADD P.V. BOULDERS 240
 EXSTG. SOFT SET PYSTONE
 (E) LAMP POSTS
 = 2-5" DIA. CRUSHED P.V. STONE
 OR 'APACHE BROWN'
 W/ 1" COMPOSITE HEADER BOARD
 AND WEED BLOCK FABRIC
 BENEATH STONE
 D.G. = DECOMPOSED GRANITE
 (E) = EXISTING (REFRESH + NEW) 1" HEADER BOARD
 (N) = NEW (ADD)
 + 1" COMPOSITE HEADER BOARD

#	QTY	SIZE	PLANT
1	1	EXSTG	OLEA EUROPAEA - OLIVE
2	18	EXSTG	SCHINUS MOLLE - CA PEPPER
3	4	EXSTG	PLATANUS RACEMOSA - SYCAMORE
4	14	EXSTG	LIQUIDAMBAR STYRACIFLUA - SWEET GUM
5	1	EXSTG	NERIUM OLEANDER / PITTOSPORUM TOBIRA
6	4*	EXSTG	FRAXINUS UHOEI - EVERGREEN ASH * (E) → REMOVE VOLUNTEERS
7	1	EXSTG	LIGUSTRUM JAPONICUM - TEXAS PRIVET
8	1	EXSTG	GEJERA PARVIFLORA - AUSTRALIAN YOLLOU
9	1	EXSTG	PYRUS KAWAKAMI - EVERGREEN PEAR
10	1	EXSTG	BOUGAINVILLEA 'BARBARA KARST'
11	1	EXSTG	AVOCADO → REMOVE
12	1	EXSTG	CITRUS 'EUREKA' LEMON
13	4	EXSTG	WISTERIA SINENSIS
14	1	EXSTG	PHOENIX CANALIENSIS - CANARY ISLAND PALM
15	1	EXSTG	RHUS INTEGRIFOLIA - LEMONADE BERRY
16	3	24" GAL	TABAEUBIA IMPETIGINOSA - PINK TRUMPET TREE * EXSTG
17	6*	56AL	PLUMBAGO CAPENSIS - CAPE PLUMBAGO * + EXSTG
18	1400	SOFT.	LAWN AREA TO REMAIN (RESHAPE)
19	5	FLAT	DYMONDIA MARGARETAE - SILVER CARPET
20	1	EXSTG	TRACHELOSPERMUM JASMINOIDES - STAR JASMINE → CLIP TO 6" IN SPRING TO REJUVENATE → FERTILIZE AND TOP MULCH → MAINTAIN 2 1/2" TALL, HAND CLIP
S	120	16AL	TRACHELOSPERMUM JASMINOIDES - STAR JASMINE
X	1	EXSTG	XYLOSMA CONGESTUM - SHINY XYLOSMA
(X)	10	56AL	XYLOSMA CONGESTUM - SHINY XYLOSMA
AL	18	*	ALOE ARBORESCENS HYBRID * CUTTINGS FROM RIC

#	QTY	SIZE	PLANT	WATER RANTS	HEIGHT
✓ Ag	16	56AL*	ABOVE ATTENUATA * OR LARGE CUTTINGS	Low	6'x6'
E	23	16AL	LEYMUS (ELYMUS) CONDENSATUS 'CANYON PRINCE'	Low	3'x4'
✓ J	31	56AL	CRASSULA ARBORESCENS - SILVER JADE	Low	3'x3'
L	50	56AL	LOMANDRA 'PLATINUM BEAUTY'	Low	2'x2'
✓ P	14	56AL	PORTULACARIA AFRA 'VARIEGATA' - RAIN BOW BUSH	Low	4'x4'
Py	21	56AL	PYRACANTHA 'SANTA CRUZ' - BUSH TYPE PYRACANTHA - MAINTAIN 36" TALL	Low	3'x4'
R	31	56AL	ROSE FLORIBUNDA 'ICEBERG' - WHITE SHRUB ROSE → TO REPLACE EXISTING	Mod	3'x3'
✓ S	38	16AL	SENECIO CYLINDRICA - NARROW LEAF CHALK STICKS	Low	18"x18"
T	9	56AL	TEUCRIUM FRUTICANS 'AZUREA' - BUSH GERMANDER	Low	4'x4'
W	20	56AL	WESTRINGIA FRUTICOSA 'GRAY BOX' - DWARF WESTRINGIA	Low	2'x3'
* (*)	EXSTG		AGAPANTHUS AFRICANUS - LILY OF THE NILE (*) DIVIDE, RELOCATE EXSTG.	Mod	18"x18"
(X)	16	EXSTG	DIETES VEGETA 'VARIEGATA' - VARIEGATED FORTNIGHT LILY	Low	3'x3'
(X)	29	56AL	MUHLENBERGIA SEYCEA 'WHITE CLOUD' - WHITE MUHLY	Low	3'x3'
	1200	16AL	COTONEASTER DAMMERI 'LOW FAST' → MAINTAIN 4 1/2" TALL PLANT 36" O.C.	Low	12'x3'

NOTE:
 DRIP IRRIGATE
 PLANTING AREAS
 W/ 'NETAFIM'
 + 3" LAYER
 'WALK ON BARK' @
 INNER CIRCLE
 TOP DRESS
 EXPOSED SOIL @
 OUTER CIRCLE
 W/ 3" LAYER
 ALL WOOD
 TREE CHIPPINGS

N
 1/16"=1'

From: Colby, Christy

Sent: Monday, December 18, 2023 8:07 AM

To: Stephanie Grant <sgrant@cityofrh.net>

Cc: Baeza, Agustin <ABaeza@calwater.com>; Felix, Ralph <rfelix@calwater.com>; Gilbride, Angie <agilbride@calwater.com>; Meyer, Anthony <Ameyer@calwater.com>; Christian Horvath <chorvath@cityofrh.net>; Karina Banales <kbanales@cityofrh.net>; John Signo <jsigno@cityofrh.net>; 'Kathryn Bishop' <kbishop@rhca.net>; Kristen Raig - RHCA (<kraig@rhca.net>) <kraig@rhca.net>; Art Beckler (<abeckler@rhca.net>) <abeckler@rhca.net>

Subject: RE: Cal Water Landscape Square Foot Estimates_City of Rolling Hills

Good Morning Stephanie,

Congratulations! Your lawn-to-garden application has been conditionally approved. Based on our pre-inspection, you have 17,599 square feet of lawn pre-qualified or available for removal.

It is important to understand that the final incentive payment is calculated only on the amount of living grass that is removed, not the total project size. If the final project does not meet all the minimum requirements during post-inspection, it may be denied.

Once you accept these terms, you may start your project. Please note that you have until April 30, 2024, to complete your project. Please let me know if you need more time.

Good luck with your project and please let me know if you have any questions.

Thank you,

Christy J. Colby

Director of Water-Use Efficiency

CALIFORNIA WATER SERVICE

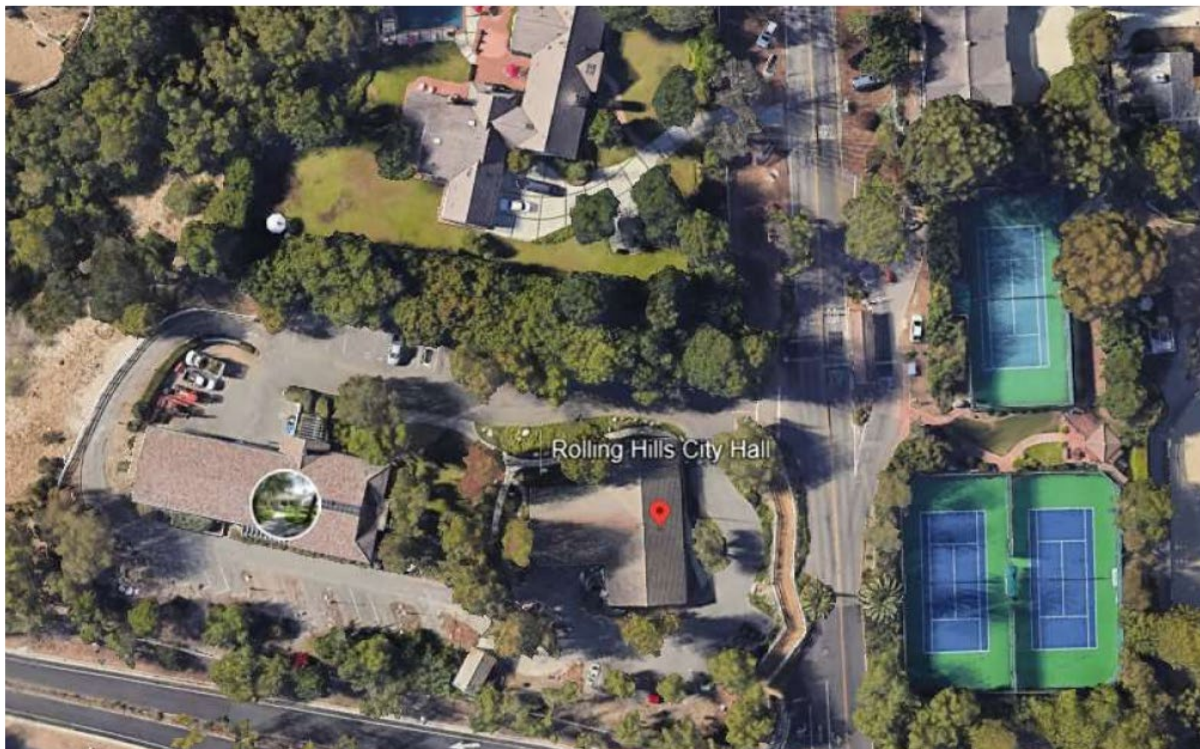
+1 (310) 2571467 x71467



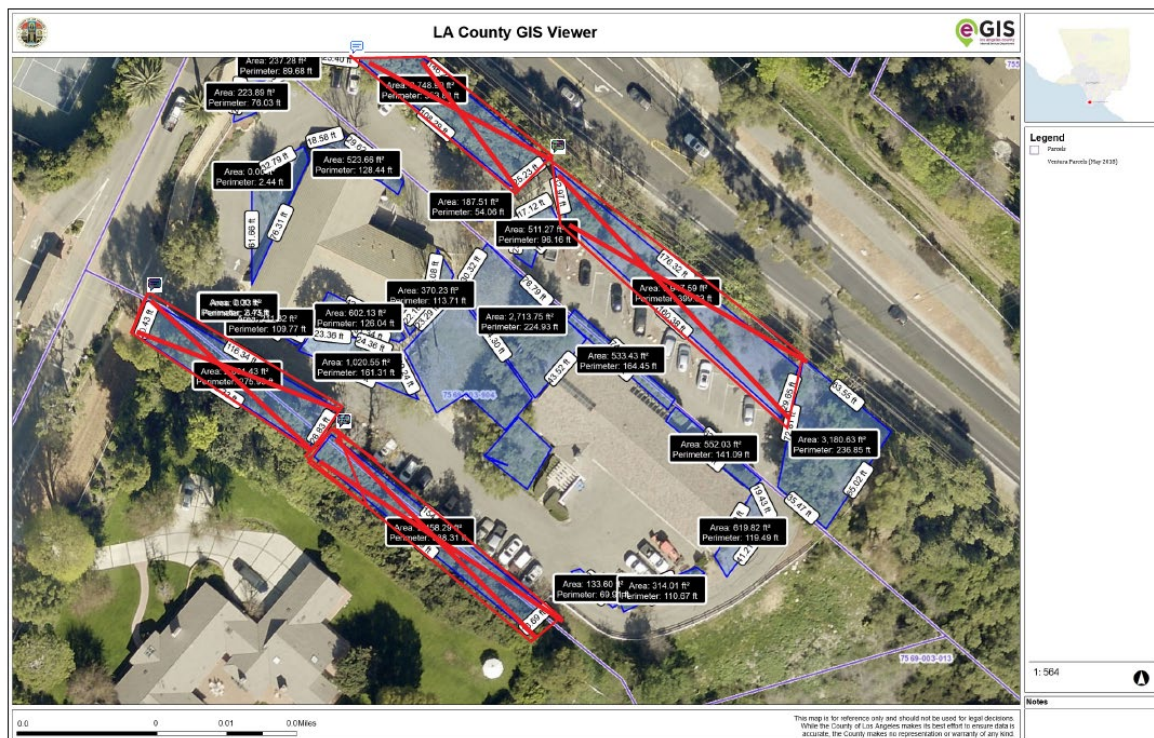
Quality. Service. Value.

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Location	SQ FT	ADJ	TOTAL	L2G	MAX REBATE	
City Hall	26,877	-10,578	16,299	\$ 3	\$ 48,897	Adj. in rear & front parking area
Tennis Courts	1,300	0	1,300	\$ 3	\$ 3,900	
	Maximum SQ FT		17,599		\$ 52,797	REQUESTED REBATE AMOUNT



CITY OF ROLLING HILLS—CITY HALL PROJECT





Cal Water Conservation Rebates

Lawn-to-garden program

Program overview

Cal Water will pay \$3.00 for residential customers and for every square foot of living lawn that is transformed into a water-wise landscape for residential customers and \$1.00 per square foot for multi-family residential and non-residential customers. Restrictions apply, so be sure to review the [Application Process](#), [Frequently Asked Questions](#), and [Terms and Conditions](#) sections of this website before you begin your project.

Thank you for your interest in helping us conserve water!

Program Facts:

- Lawn-to-garden
 - \$3.00 per square foot incentive for removing living lawn for residential customers, and \$1.00 per square foot for multi-family residential and non-residential customers
 - For single-family residential customers, the maximum rebate is \$4,500 for removing 1,500 square feet of lawn and for multi-family residential and non-residential customers, the maximum rebate is \$25,000 for removing 25,000 square feet of lawn
 - A minimum of 250 square feet of living lawn must be removed
 - At minimum, 50% of the project area must be transformed into a water-wise landscape
 - **Artificial turf is not allowed** in the converted landscape area
 - This program is designed to save outdoor water use. If your lawn is dead at the time of submitting your application, you will not be eligible to participate in the program
 - **Do not remove your lawn prior to receiving a “[Notice to Proceed](#)” email approval from Cal Water**
 - Participants have 90 days to complete their project after receiving the “Notice to Proceed” approval
 - Photo submissions must be clear, current, and colored. Illegible project plans and blurry photos may disqualify you from receiving the rebate. Google street view images are not acceptable
 - Computer, internet, and email access are required to participate. Applications must be submitted through this website; paper applications will not be accepted
 - The completed project must remain in compliance with all program [Terms and Conditions](#) for at least 5 years from the date of project approval

Get Started



Lawn-to-garden program Frequently Asked Questions

Do I need to be a Cal Water customer to apply for the lawn-to-garden program?

Yes. Only Cal Water residential and commercial customers with an account number are eligible to apply for the program.

How much does it cost to remove lawn and plant new (non-grass) landscape?

Cal Water does not make any representation or warranty regarding the actual or estimated cost of converting any particular project area. In general, there are some sources of information that indicate the actual conversion will run about \$2 to more than \$5 per square foot, depending on the elaborateness and detail of the converted landscaping. The intent of the program is to help participants realize long-term savings from significantly reduced maintenance and water costs.

My lawn has been dead for several months. Do I still qualify for the program?

No. In order to receive the rebate, you must have living lawn at the time of submitting your application. See the lawn-to-garden [Terms and Conditions](#) for further details.

I began letting my lawn die several months ago. Do I still qualify for the program?

No. In order to receive the rebate, you must have living lawn at the time of submitting your application. See the lawn-to-garden [Terms and Conditions](#) for further details.

I already replaced my lawn with water-efficient plants. Can I still get the rebate?

No. In order to receive the rebate, you must have living lawn at the time of submitting your application. See the lawn-to-garden [Terms and Conditions](#) for further details.

What plants can be used for the lawn-to-garden program?

Plant selections must meet program guidelines and can be chosen from many varieties found in the [WUCOLS](#) database, or low water use plants listed in the [Qualified Plants List](#). You can also refer to the [California Native Plant Society](#) plant database, or discover the latest low water use plants being researched by the [University of California](#).

Can I replace my lawn with other grass varieties? Will these types of plant selections qualify for the rebate?

No. The specific purpose of this rebate is to assist our customers in eliminating water-thirsty lawns. Warm-season turfgrass such as Bermuda grass or St. Augustine are not acceptable plant choices for this program, even though they are used for other purposes such as landscaping recreational areas for children and pets.

Can I use artificial grass as part of my new landscape?

No. Artificial turf is not allowed in the converted portion of the landscape.

How much plant material needs to be planted in my new landscape?

At least 50% of the newly landscaped area must be planted with water-wise, drought-tolerant, or California-friendly landscaping.

Since plants change size over time, how do you determine the percentage of plant cover?

The Cal Water conservation rebate application system uses the eventual mature size of each species of shrub or groundcover. You can plant any size or age you desire, it won't change your percentage of plant cover. The only exception are trees –where you are allotted a maximum of 78 square feet (five foot radius) per tree for the purposes of calculating your percentage of plant cover. This is to prevent someone from planting all trees and nothing else.

Is mulch required in the converted landscape area?

Yes. Your new landscape is required to have a 2” layer of organic or inorganic mulch type to cover exposed soil. Organic mulch is recommended because it helps prevent runoff and holds moisture in the soil.

Do I have to replace my irrigation system?

Your irrigation system in the converted landscape must be an efficient, low-flow system that meets program guidelines. This essentially means you must cap existing spray heads, use drip, rotating stream, rotating nozzles, or hand water to meet your irrigation needs. See our website to find out about [Cal Water’s high efficiency nozzle rebate program](#).

Why do you not allow unnatural colored rock and discourage gray pea gravel?

Because the goal of our program is to demonstrate that water-efficient landscapes can be beautiful while also enhancing property values.

What is the “Notice to Proceed” email approval?

Once a Cal Water conservation representative reviews and approves your application materials (including “before” project photos, landscape site plans, and plant selections), you will receive a “Notice to Proceed” email that will give you permission to begin your project. Do not begin your project unless you have received a “Notice to Proceed” email approval from Cal Water.

How long do I have to complete my lawn-to-garden project?

Lawn-to-garden projects must be completed within 90 days after receiving the “Notice to Proceed” email approval. You may request one 30 day extension if the project cannot be completed within 90 days. The terms and conditions of any extension, and the determination of whether to grant an extension, will be made at the discretion of Cal Water.

How long will it take to receive my rebate check?

Rebate checks will be mailed within 6-8 weeks after your final project materials are approved by a Cal Water conservation representative.

Get Started



Lawn-to-garden program

Terms and conditions

1. Program Eligibility and Requirements

- Participants shall be a California Water Service (Cal Water) residential or commercial account holder
- Cal Water customers with one account number and multiple service addresses are eligible to apply for one lawn-to-garden project per address
- The project must replace lawn with low water use, California-friendly, drought-tolerant landscaping; see our [Qualified Plants List](#) for reference
- A minimum of 250 square feet of lawn must be removed for the landscape conversion project
 - Single-family residential customers:
 - The maximum incentive for the project is \$4,500 (\$3.00 per square foot for a maximum of 1,500 square feet of lawn removed)
 - Multi-family residential and non-residential customers:
 - The maximum incentive for the project is \$25,000 (\$1.00 per square foot for a maximum of 25,000 square feet of lawn removed)
- Any waivers to these limits shall be made at the sole discretion of Cal Water. Cal Water, in its sole discretion, may consider exceptions to these limits on an individual project basis when reviewing projects for approval. Cal Water may conduct pre and post inspections to verify that the landscape conversion follows the Terms and Conditions of the program
- Participants must complete their project within 90 days from the date they receive their “[Notice to Proceed](#)” email approval. Projects that are underway or already completed prior to receiving the “Notice to Proceed” email from Cal Water are not eligible to apply. Do not begin your lawn-to-garden project until you receive your “Notice to Proceed” email and accept the Terms and Conditions of the lawn-to-garden program
- In the event the participant does not complete the project within **90 days**, the participant may request one 30-day extension. The Terms and Conditions of any extension, and the determination of whether to grant an extension, will be made at the discretion of Cal Water. Any such request for an extension must be submitted via email to Cal Water at least 10 days prior to expiration of the project completion date
- Photo requirements: An application must be submitted online with clear, current, and colored "before" and "after" pictures of the project. Photos must be taken during daylight hours, at appropriate angles, with visible points of reference, and at a sufficient distance to allow for review
 - BEFORE you start your project:
 - At minimum, 1 picture of each proposed lawn area to be converted
 - At minimum, 1 picture of the current irrigation system in each area to be converted
 - At minimum, 1 picture showing the house number or address along with a view of the surrounding landscape. Google street view pictures are not acceptable
 - Pictures must include all lawn areas as identified in the project plans. Sites that are not pictured with lawn prior to receiving the “Notice to Proceed” email from Cal Water will be disqualified from participating
 - AFTER you complete your project:
 - At minimum, 1 picture of each converted landscape area
 - At minimum, 1 picture showing capped sprinklers and drip/high efficiency sprinkler nozzles in each landscape area
 - Pictures should show drought tolerant or water-wise plant selections represented on the Planted Plant List or [WUCOLS](#) resource page. See the lawn-to-garden [Frequently Asked Questions](#) for additional plant resources
 - Completed project pictures must show at least a 2” layer of inorganic or organic mulch covering exposed soil
- A landscape plan and plant list (which can be combined) must be submitted to Cal Water. If you need help creating plans, we recommend contacting local nurseries and contractors to see if they offer design services
 - The following information must be included in your plan/plant lists:
 - The plan and plants must be drawn to approximate scale
 - The plan must include dimensions/measurements of all areas where your lawn will be removed
 - The plan must include major plant materials that will be used including locations and quantities (Trees, shrubs, groundcover areas)
 - The plan must include the location and dimensions of new hardscape areas to be installed such as patios, walkways, retaining walls, etc. Hardscape materials must be permeable

- The plan must include an irrigation plan, including type of irrigation used and its overall layout

2. Landscaping Requirements for Converted Areas

- **Artificial/Synthetic Turf is not allowed** as part of the converted landscape
- Existing sprinklers within the project area must be capped off and converted to drip, or the customer must indicate if they plan to convert their irrigation system to use high efficiency sprinkler nozzles. If part of a lawn is converted, the sprinkler system must be properly capped off, removed, or hand watered. Check out Cal Water's High Efficiency (HE) sprinkler nozzle rebate program that is available for both [Residential](#) and [Commercial](#) customers. Only HE sprinkler nozzles listed on Cal Water's Qualified Products List are rebate eligible
- At a minimum 50% of the converted area must have low water use, climate-appropriate, native, and non-invasive plants; this minimum coverage requirement can be satisfied using the eventual mature size of the plant material
- This program only applies to front yards, side yards, backyards, common landscape areas, median islands, and parkways (small strips of landscape located between sidewalk and curb)
- Once the project begins, all lawn in the approved project area must be removed. No incentive will be paid if the participant ends up removing less lawn than stated on the approved application, or otherwise fails to complete all of the requirements of the program
- The entire project area other than paths and groundcover areas must be covered with at least a 2" layer of organic or inorganic mulch. Mulched areas must be permeable; i.e., they must allow water to pass through. Examples of mulch types are bark, wood chips, gravel, decomposed granite, mortarless pavers, and river rock
- No painted or dyed rock or rubber mulch is allowed
- Areas replaced with non-porous concrete are not eligible for the rebate under this program and should not be included in the project area. project areas covered with pavers that are adequately spaced, at a minimum of 2 inches between pavers, may be installed and are rebate eligible
- The completed project must comply with all program Terms and Conditions for at least five years from the date of project approval

3. Terms of Incentive

- The incentive will be calculated based on the amount of square footage of lawn removed; the incentive amount cannot exceed the cost of the project
- Only one lawn-to-garden project (regardless of square footage amount) for each site with a Cal Water customer account is allowed. If the account holder name changes for the same project address, this limitation still applies
- Payments will be made by check approximately 6-8 weeks after Cal Water provides final approval of the project
- Incentive payments may be considered taxable income, and a signed IRS W-9 form will be required for incentives of \$600 or more

4. Additional Terms

- Participants are responsible for checking their email regarding routine notifications about the status of their application
- Participants are responsible for complying with all applicable laws, codes, ordinances, policies, covenants, and conditions that may apply to performance of the landscape conversion work under any project as said conditions may be imposed by the applicable governmental or regulatory entity
- If a customer lives in an HOA, Cal Water requires that participants obtain approval from their HOA before applying to the program. Customers residing within an HOA must receive approval from their HOA prior to submitting any landscape plans or plant lists
- Rebates are limited to one program. Customers cannot apply for the same rebate under multiple rebate programs
- Cal Water does not endorse any products, suppliers, designers, or contractors. Participants who desire to use a landscape contractor are encouraged to retain the services of a duly licensed landscape contractor and to obtain more than one bid for the project. The following websites provide additional resources that may help you to identify licensed landscape contractors. However, Cal Water is not representing that the following websites are the only sources of such information, nor does Cal Water provide any representation or warranty regarding the information or references on the following websites
 - [California State Contractor's License Board](#)
 - [California Landscape Contractors Association](#)
- The lawn-to-garden program, and the Terms and Conditions set forth herein, are subject to change without notice. Incentives are offered on a first-come, first-served basis subject to program funding availability
- Cal Water reserves the right to disapprove an incentive disbursement for the project if Cal Water determines the project, as planned or completed, is inconsistent with the purpose of the program or detrimental to the intent of the program



(310) 534-3543, Fax (310) 534-3176
www.bennett-landscape.com
 Contractors Lic. C27-479003
 Certified Pesticide Applicator #30123

Page 1

Date: 3/19/2024

Estimate #: RHCityHallPH1-mb

Billing:

City of Rolling Hills
 2 Portuguese Bend Rd.
 Rolling Hills, CA 90274
 Attn: Christian 310-377-1521
chorvath@cityofrh.net

Phase 1

Job:

Rolling Hills City Hall
 2 Portuguese Bend Rd.
 Rolling Hills, CA 90274
 Plans: Ric Dykzeul Dated:2/8/24
 Pages: 1 sheet

Qty	Description	Price	Amount
	LANDSCAPE IMPROVEMENTS		
	Site Prep: removals by RHCA personnel		
	Planting:		
200	1 gal Cotoneaster 'Lowfast'		
50	5 gal Lomandra 'Platinum Beauty'		
120	1 gal Trachelospermum jasminoides		
31	5 gal Iceberg Rose 'White'		
31	5 gal Crassula arborescens		
14	5 gal Portulacaria afra 'Variegata'		
	divide and relocate existing Agapanthus as shown on plan		
29	5 gal Muhlenbergia sericea 'White Cloud'		
4	5 gal Agave attenuata		
1	24" box Tabebuia impetiginosa		
38	1 gal Senecio cylindrica		
4	1 gal Leymus 'Canyon Prince'		
5	flats Dymondia		
	subtotal:		17,454.00
	Automatic Irrigation System: convert to drip irrigation Sprinkler alterations would be based on T & M (Time & Material) at the hourly rate of \$60.00/hr. for foreman, and \$45.00/hr for each laborer, plus material cost		T&M
	Miscellaneous: 2x systemic herbicide application - demo small section of grass for DG soil prep/amendments/fertilizers		
2	tree stakes/ties		
700	sq.ft. decomposed granite sitting area and addition to existing DG		
111	Lf. 1x4 composite header installation		
15	PV boulder installation 18"- 30" size		
6	new landscape tie steps - DG treads		

Continued On Page 2

(Payment in full is due UPON completion of work unless otherwise arranged prior to start of work.) A Service fee of 1 ½% percent per month shall be charged on all 30 days past due accounts. In the event this account becomes delinquent and it is necessary to institute legal proceedings, purchaser agrees to pay reasonable attorney's fees and court costs.	Pg Subtotal	\$ 17,454.00
	Tax Total	\$ -

LICENSING: Contractor is duly licensed under the law and statutes of the State of California. Contractors are required by law to be licensed and regulated by the Contractor's License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 2600, Sacramento, California 95826 (800) 233-2562

"NOTICE TO OWNER"

(Section 7018, 7019 - Contractors License Law)

Under the Mechanics Lien Law, any contractor, subcontractor, laborer, material or other Person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Under the law you may protect yourself against such claims by filing before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall an amount not less than fifty percent (50%) of the contract price and shall, in addition to any be in conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.



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Contractors Lic. C27-479003
Certified Pesticide Applicator #30123

Page 2

Date: 3/19/2024
Estimate #: RHCityHallPH1-mb

Qty	Description	Price	Amount
1,768	sq.ft. crushed Apache Brown (or equivalent) 3"- 5" size		
75	refresh existing decomposed granite, re-use existing header		
	cu.yds shredded cover mulch, 3" depth installation		
	subtotal:		36,523.00
	Notes: This Is A Unit Based Quotation This Quote Is Effective For 30 Days Irrigation: Complete 1 year guarantee on new irrigation (2 years mfr. guarantee on materials) we install for parts and labor except due to vandalism, neglect and/or acts of God. Trees: 1 yr. Guarantee on 15 gallon or more trees except due to neglect, vandalism and/or acts of God. Irrigation: Complete 1 year guarantee on new irrigation (2 years mfr. guarantee on materials) we install for parts and labor except due to vandalism, neglect and/or acts of God. Landscape Ties: We would like to note that the ties are treated with chromated copper arsenate and may leach to the soil. We do not recommend these ties for use in vegetable gardens. ☐ Grade +/- .10 ☐ All materials are subject to availability ☐ Sawcutting Excluded ☐ Boring Excluded ☐ Augering Excluded ☐ Patching Excluded ☐ Coring Excluded ☐ Import / Export of Dirt /Topsoil (additional \$200.00/per ton if desired) ☐ Permits Excluded ☐ Approvals Excluded We remove any debris generated from our work. However, we are not responsible for damage due to hidden conditions. Especially under ground installations. Plantings include soil amendments/planting tablets Progress payments are due upon completion of individual tasks. UNDERGROUND SERVICE ALERT BY OWNER Dial 811 CONFIRMATION NUMBER: _____ Yes, I acknowledge the above scope of work. I have signed and dated this form giving permission to proceed. You may bill me accordingly. x _____ Date: _____		
(Payment in full is due UPON completion of work unless otherwise arranged prior to start of work.) A Service fee of 1 ½% percent per month shall be charged on all 30 days past due accounts. In the event this account becomes delinquent and it is necessary to institute legal proceedings, purchaser agrees to pay reasonable attorney's fees and court costs.		Pg Subtotal	\$ 36,523.00
		Tax Total	\$ 53,977.00



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www.bennett-landscape.com
Contractors Lic. C27-479003
Certified Pesticide Applicator #30123

Page 1

Date: 3/19/2024

Estimate #: RHCityHallPH2-mb

Billing:

City of Rolling Hills
2 Portuguese Bend Rd.
Rolling Hills, CA 90274
Attn: Christian Horvath 310-377-1521
chorvath@cityofrh.net

Phase 2

Job:

Rolling Hills City Hall
2 Portuguese Bend Rd.
Rolling Hills, CA 90274
Plans: Ric Dykzeul Dated: 2/8/24
Pages: 1 sheet

Qty	Description	Price	Amount
	LANDSCAPE IMPROVEMENTS		
	Site Prep: removals by RHCA personnel		
	Automatic Irrigation System: convert to drip irrigation Sprinkler alterations would be based on T & M (Time & Material) at the hourly rate of \$60.00/hr. for foreman, and \$45.00/hr for each laborer, plus material cost		T&M
	Planting:		
2	24" box Tabebuia		
6	5 gal Plumbago		
10	5 gal Xylosma		
18	cuttings Aloe arborescens hybrids		
12	5 gal Agave attenuata		
19	1 gal Leymus 'Canyon Prince'		
21	5 gal Pyracantha 'Santa Cruz'		
9	5 gal Teucrium fruticans 'Azurea'		
20	5 gal Westringia 'Gray Box'		
	subtotal:		6,900.00
	Miscellaneous:		
	1x systemic herbicide application		
	soil prep/amendments/fertilizers		
4	tree stakes/ties		
225	cu.yds shredded cover mulch, 3" depth installation		
25	PV boulder installation, 18"- 30" size		
	1x pre-emergent herbicide application		
	subtotal:		29,250.00
	Yes, I acknowledge the above scope of work. I have signed and dated this form giving permission to proceed. You may bill me accordingly.		
	x _____ Date: _____		
(Payment in full is due UPON completion of work unless otherwise arranged prior to start of work.) A Service fee of 1 ½% percent per month shall be charged on all 30 days past due accounts. In the event this account becomes delinquent and it is necessary to institute legal proceedings, purchaser agrees to pay reasonable attorney's fees and court costs.		Pg Subtotal	\$ 36,150.00
		Tax Total	\$ 36,150.00
LICENSING: Contractor is duly licensed under the law and statutes of the State of California. Contractors are required by law to be licensed and regulated by the Contractor's License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 2600, Sacramento, California 95826 (800) 233-2562			
"NOTICE TO OWNER" (Section 7018, 7019 - Contractors License Law) Under the Mechanics Lien Law, any contractor, subcontractor, laborer, material or other Person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid. Under the law you may protect yourself against such claims by filing before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall an amount not less than fifty percent (50%) of the contract price and shall, in addition to any be in conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.			

City Hall Campus Proposed Landscape Design and 2024 Cal Water Rebate



Stephanie Grant

Background

- 2017 to 2020: Campus was poorly maintained with diseased vegetation, broken irrigation lines, and sprinklers
- City lacked as-builts for existing irrigation system and plant palette
- 2022: Irrigation system survey conducted yielding list of recommended actions to improve the system's operation
- 2022: City issued RFP for Landscaping Services - Bennett Landscape selected
- February, 2023: Council approved \$2,875 for Landscape Design services utilizing Ric Dykzeul

Background cont.

Mr. Dykzeul was hired by Bennett Landscape to:

- Provide updated and cohesive designs with intention of removing the existing landscape and replacing it with drought-resistant, low-water usage, and low maintenance plants
- Evaluate Home Hardening requirements so campus could serve as an example for the greater community

Background cont.

- Spring 2023: Initial designs and plant palette presented to staff
- Put on hold while new City Manager selection underway
- Summer 2023: Per resident suggestion, staff contacted Cal Water to explore rebate cost reduction options for implementation
- December, 2023: Select project areas deemed eligible by Cal Water
- January, 2024: Staff met with Mr. Dykzeul and Bennett Landscape regarding rebate and potential revisions for compliance
- March, 2024: RHCA Landscape Committee approved designs

Cal Water Lawn-to-Garden Rebate Program



Christy Colby

Cal Water Lawn-to-Garden Rebate Program

Aims to update the City's existing landscape design in a cost-effective manner by being an example for:

- home hardening strategies
- water conservation
- irrigation modification with drip system
- rainwater retention
- planting native / drought-resistant plants
- sustainability

Cal Water Lawn-to-Garden Rebate Program

September 2021: Cal Water expands efforts to help customers save water every day with the launch of a lawn-to-garden program that offers incentives for improving efficiency of landscaping

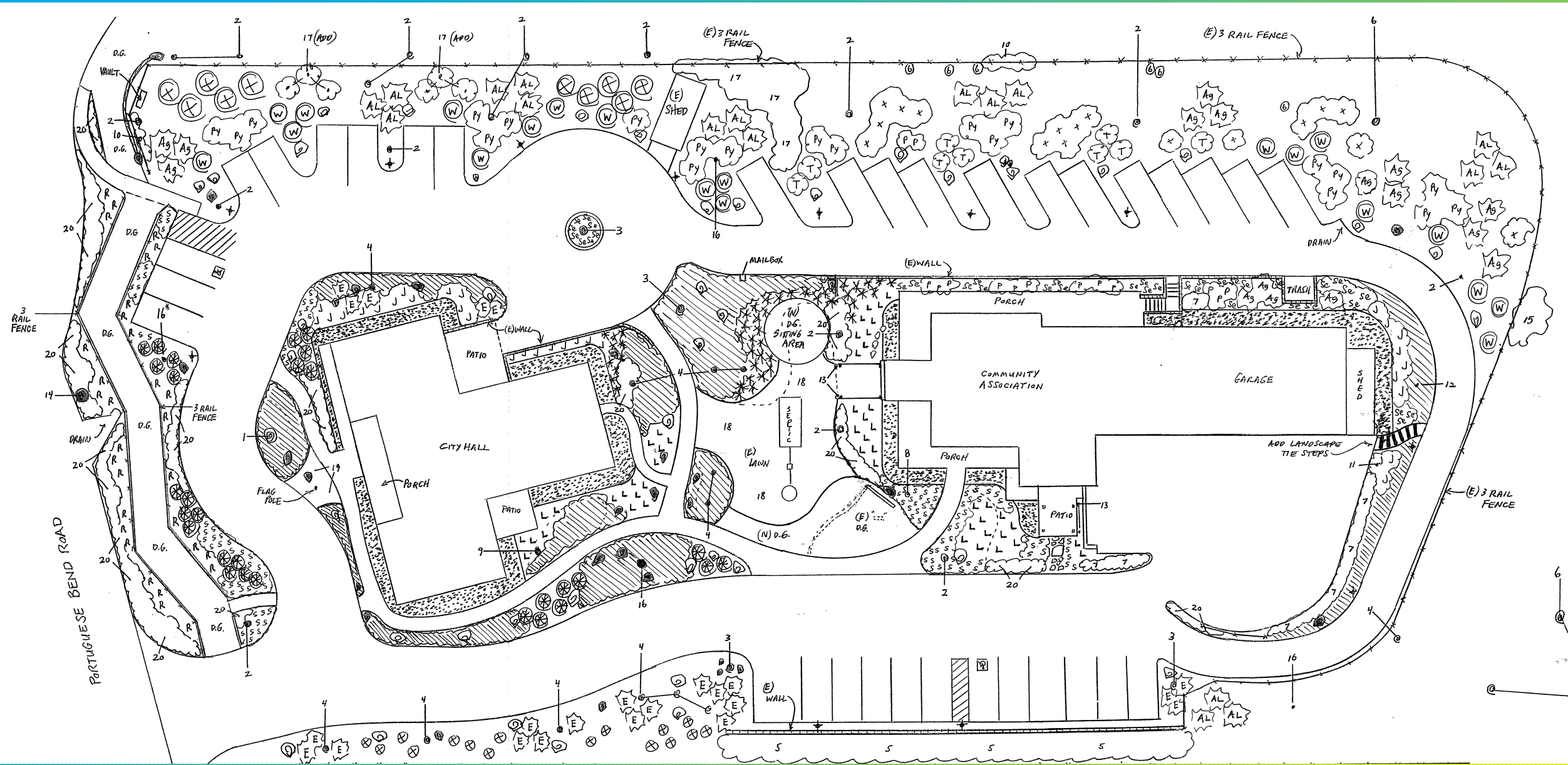
- \$3.00 rebate per square foot of lawn removed for residential
- \$1.00 per square foot for commercial properties
- 50% of grass removed must be converted to landscaping utilizing California-friendly, drought-tolerant plant material

Cal Water Lawn-to-Garden Rebate Program

- Not a grant, and there is no match
- Conditionally approved for \$3.00 per square foot of high-water usage lawn/turf to be removed and replaced with drought-resistant Cal Water-approved plants and proper irrigation
- City Hall Campus allowable area of 16,299 square feet with a rebate amount of \$48,897
- Project must be completed within the 2024 calendar year
- Six-month completion period, starting upon the City Council formally approving acceptance of the rebate program

Proposed Landscape Design

Ric Dykzeul and Sean Bennett



QTY	SIZE	PLANT	WATER RANTS	HEIGHT/ WIDTH
✓ Ag 16	56AL	AGAVE ATTENUATA * OR LARGE CUTTINGS	Low	6'x6'
E 23	16AL	LEYMUS (ELYMUS) CONDENSATUS 'CANYON PRINCE'	Low	3'x4'
✓ J 31	56AL	CRASSULA ARBORESCENS - SILVER JADE	Low	3'x3'
L 50	56AL	LOMANDRA 'PLATINUM BEAUTY'	Low	2'x2'
✓ P 14	56AL	PORTULACARIA AFRA 'VARIEGATA' - RAIN BOW BUSH	Low	4'x4'
Py 21	56AL	PYRACANTHA 'SANTA CRUZ' - BUSH TYPE PYRACANTHA - MAINTAIN * 36" TALL	Low	3'x4'
R 31	56AL	ROSE FLORIBUNDA 'ICEBERG' - WHITE SHRUB ROSE → TO REPLACE EXISTING	Mod	3'x3'
✓ S 38	16AL	SENECIO CYLINDRICA - NARROW LEAF CHALK STICKS	Low	18" x 18"
T 9	56AL	TEUCRIUM FRUTICANS 'AZUREA' - BUSH GERMANDER	Low	4'x4'
W 20	56AL	WESTRINGIA FRUTICOSA 'GRAY BOX' - DWARF WESTRINGIA	Low	2'x3'
* (*)	EXSTG	AGAPANTHUS AFRICANUS - LILY OF THE NILE (*) DIVIDE, RELOCATE EXSTG.	Mod	18" x 18"
⊕ 16	EXSTG	DIETES VEGETA 'VARIEGATA' - VARIEGATED FORTNIGHT LILY	Low	3'x3'
⊗ 29	56AL	MUHLENBERGIA SERICEA 'WHITE CLOUD' - WHITE MUHLY	Low	3'x3'
/// 200	16AL	COTONEASTER DAMMERLI 'LOW FAST' → MAINTAIN 4 1/2" TALL PLANT * 36" O.C.	Low	12" x 3'

✓ = Succulent

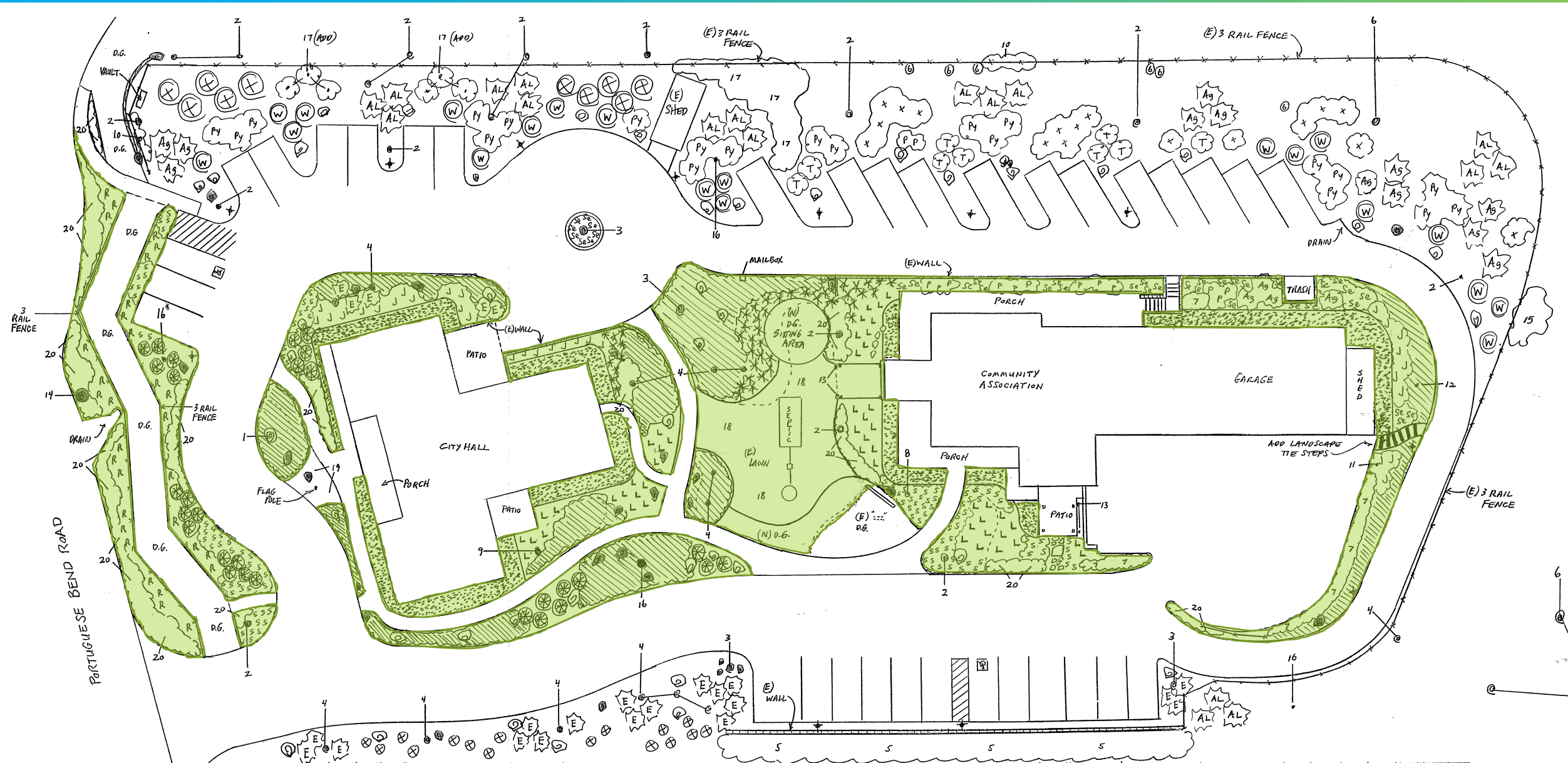
QTY	SIZE	PLANT	WATER RANTS	HEIGHT/ WIDTH
1	EXSTG	OLEA EUROPAEA - OLIVE		
2	18	EXSTG SCHINUS MOLLE - CA PEPPER		
3	4	EXSTG PLATANUS RACEMOSA - SYCAMORE		
4	14	EXSTG LIQUIDAMBAR STYRACIFLUA - SWEET GUM		
5	EXSTG	NERIUM OLEANDER / PITTOSPORUM TOBIRA		
6	4*	EXSTG FRAXINUS UHOEI - EVERGREEN ASH * (E) → REMOVE VOLUNTEERS		
7	EXSTG	LIGUSTRUM JAPONICUM - TEXAS PRIVET		
8	1	EXSTG GEJERA PARVIFLORA - AUSTRALIAN WILLOW		
9	1	EXSTG PYRUS KAWAKAMI - EVERGREEN PEAR		
10	1	EXSTG BOUGAINVILLEA 'BARBARA KARST'		
11	1	EXSTG AVOCADO → REMOVE		
12	1	EXSTG CITRUS 'EUREKA' LEMON		
13	4	EXSTG WISTERIA SINENSIS		
14	1	EXSTG PHOENIX CANARIENSIS - CANARY ISLAND PALM		
15	EXSTG	RHUS INTEGRIFOLIA - LEMONADE BERRY		
16	3	24" bbl TABAEBUA IMPETIGINOSA - PINK TRUMPET TREE * EXSTG		
17	6*	56AL PLUMBAGO CAPENSIS - CAPE PLUMBAGO * + EXSTG	Low	6'x6'
18	1400	SQFT. LAWN AREA TO REMAIN (RESHAPE)		
19	5	FEET DYMONDIA MARGARETHAE - SILVER CARPET	Low	1" x 12"
20	EXSTG	TRACHELOSPERMUM JASMINOIDES - STAR JASMINE → CLIP TO 6" IN SPRING TO REJUVENATE → FERTILIZE AND TOP MULCH → MAINTAIN < 12" TALL, HAND CLIP		12" x 18"
S	120	16AL TRACHELOSPERMUM JASMINOIDES - STAR JASMINE	Mod	12" x 18"
X	EXSTG	XYLOSMA CONGESTUM - SHINY XYLOSMA		
⊗ 10	56AL	XYLOSMA CONGESTUM - SHINY XYLOSMA	Low	6'x6'
AL	18	* ALOE ARBORESCENS HYBRID * CUTTINGS FROM Ric	Low	5'x5'

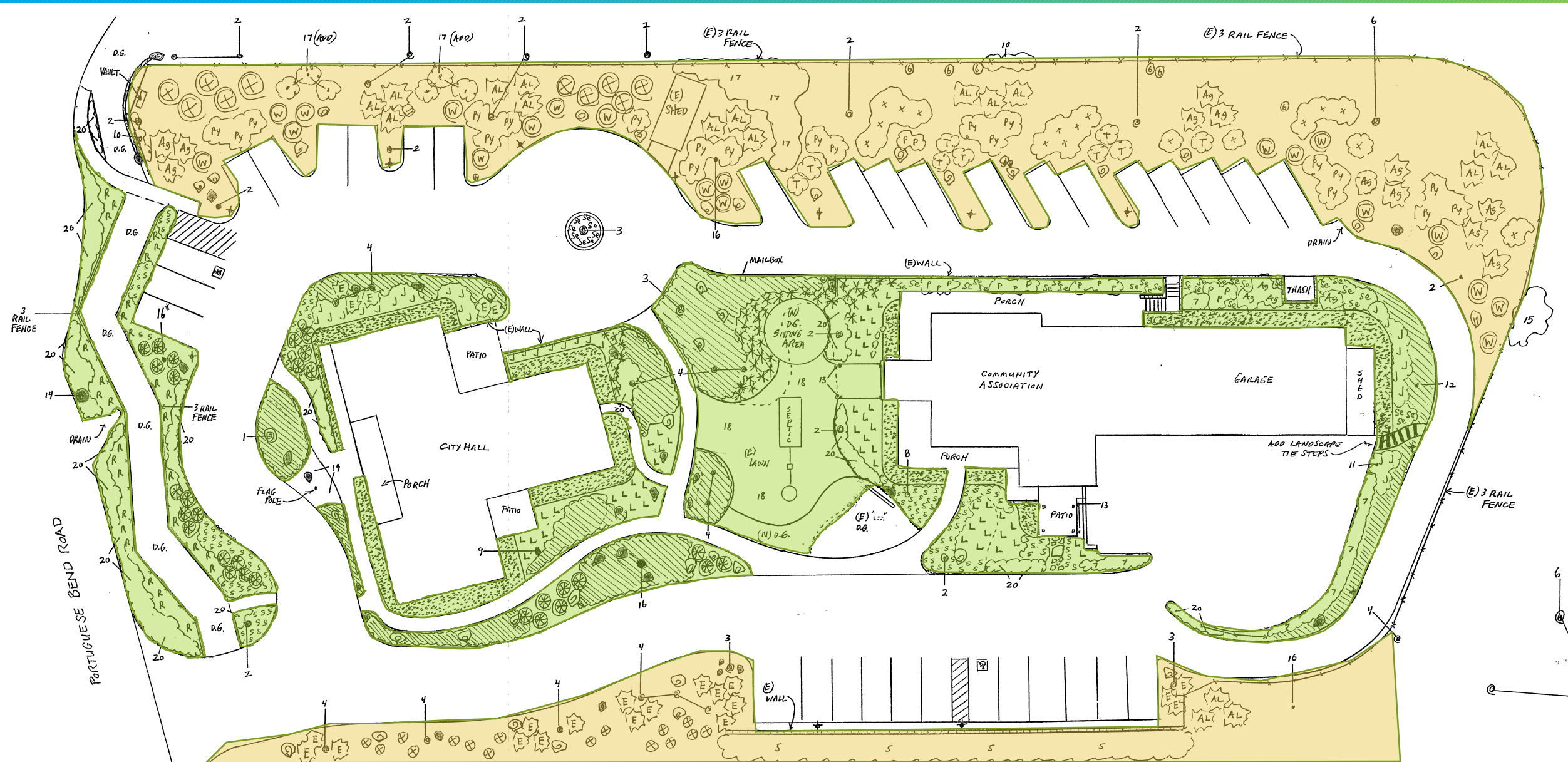
(E) P.V. BOULDERS
 = ADD P.V. BOULDERS * 40
 EXSTG. SOFT SET PY STONE
 (E) LAMP POSTS

= 2"-5" DIA. CRUSHED P.V. STONE
 OR 'APACHE BROWN'
 w/ 1" Composite Header Board
 AND WEED BLOCK FABRIC
 BENEATH STONE
 'RG.' = DECOMPOSED GRANITE
 (E) = EXISTING → (REFRESH + NEW 1" Header Board)
 (N) = NEW (ADD)
 + 1" Composite Header Board

NOTE:
 DRIP IRRIGATE
 PLANTING AREAS
 W/ 'NETAFIM'
 + 3" LAYER
 'WALK ON BARK' @
 INNER CIRCLE

TOP DRESS
 EXPOSED SOIL @
 OUTER CIRCLE
 W/ 3" LAYER
 ALL WOOD
 TREE CHIPPINGS

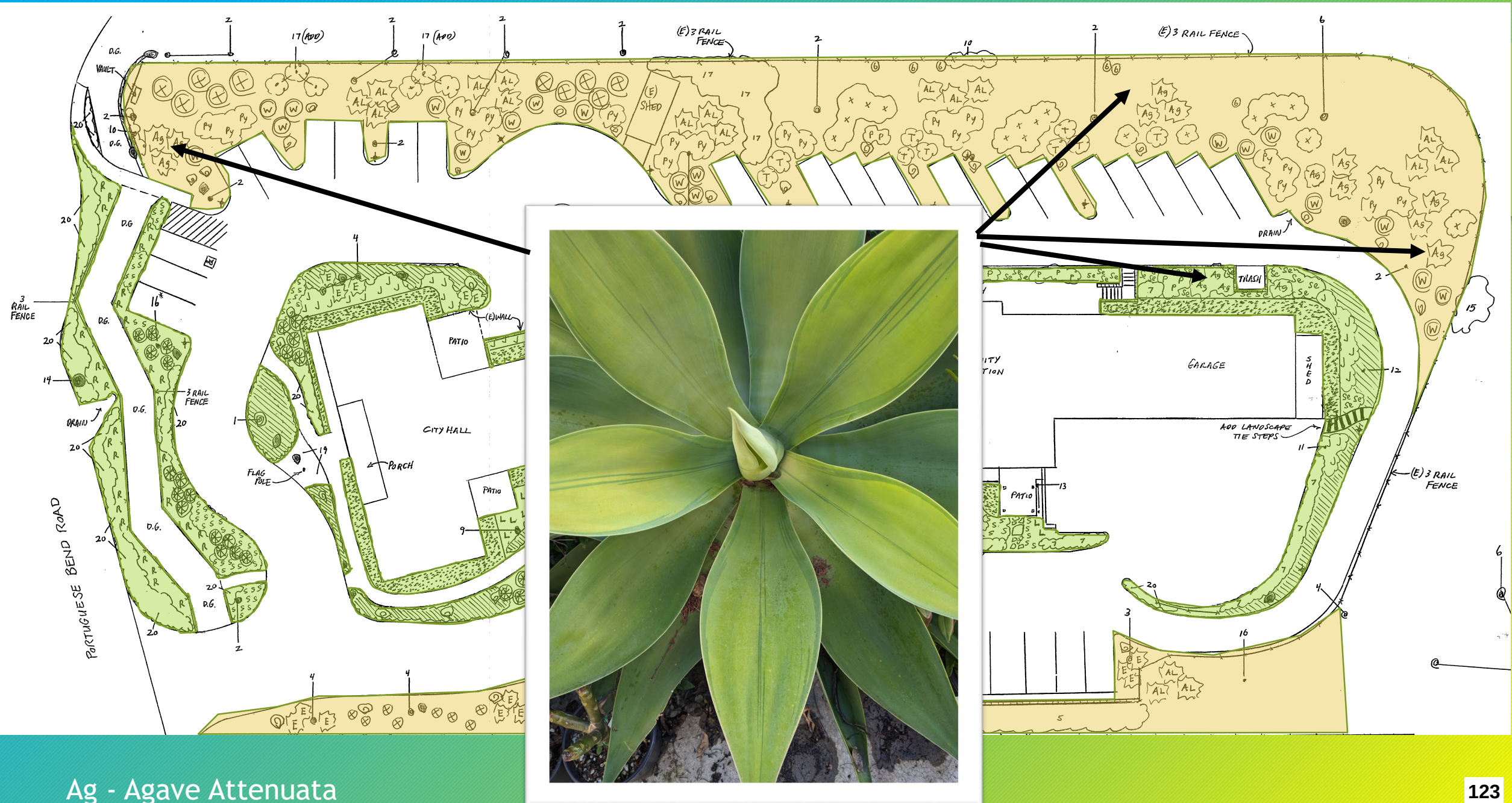




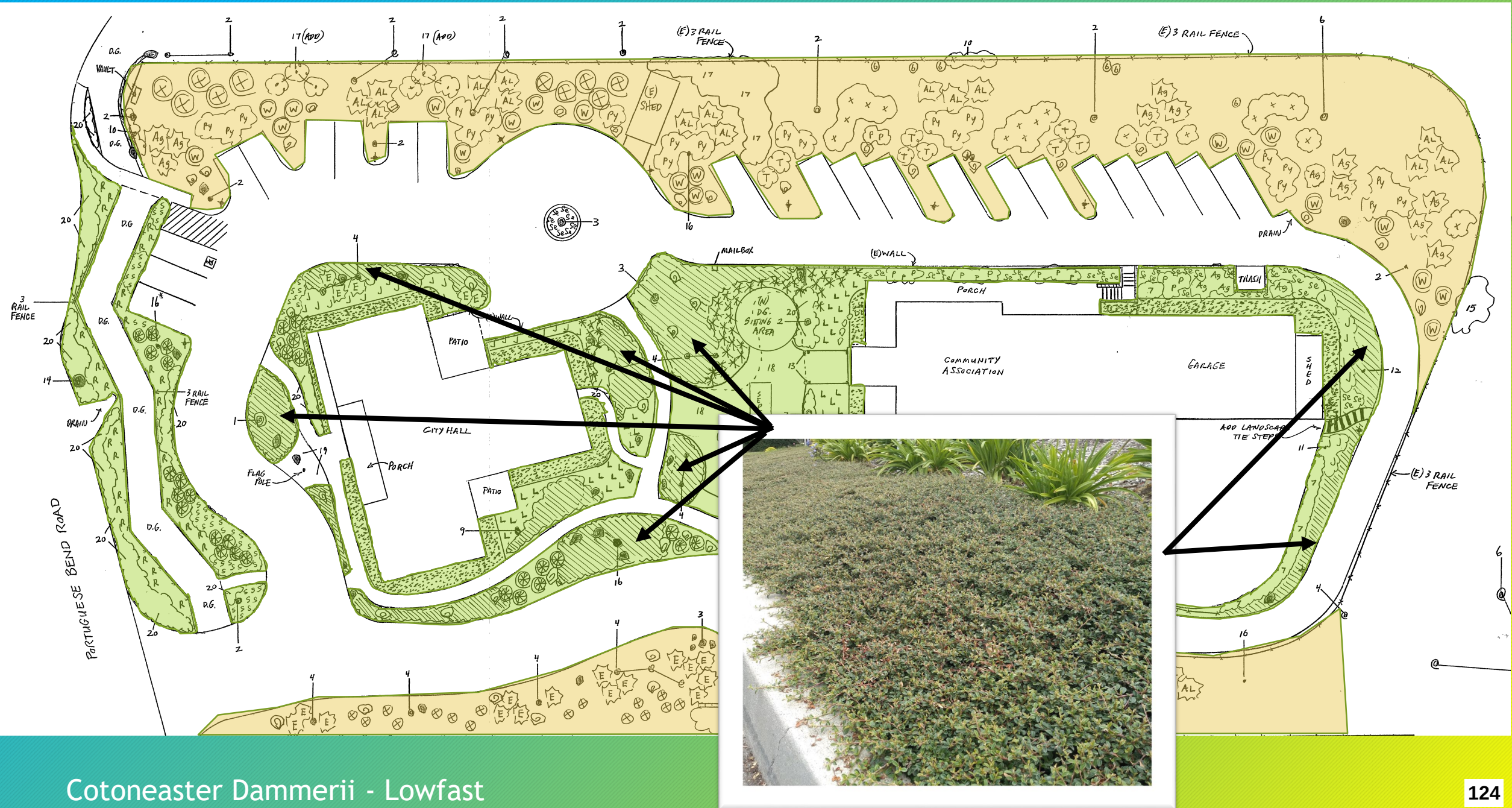
Proposed Landscape Design- Phase 1 & 2



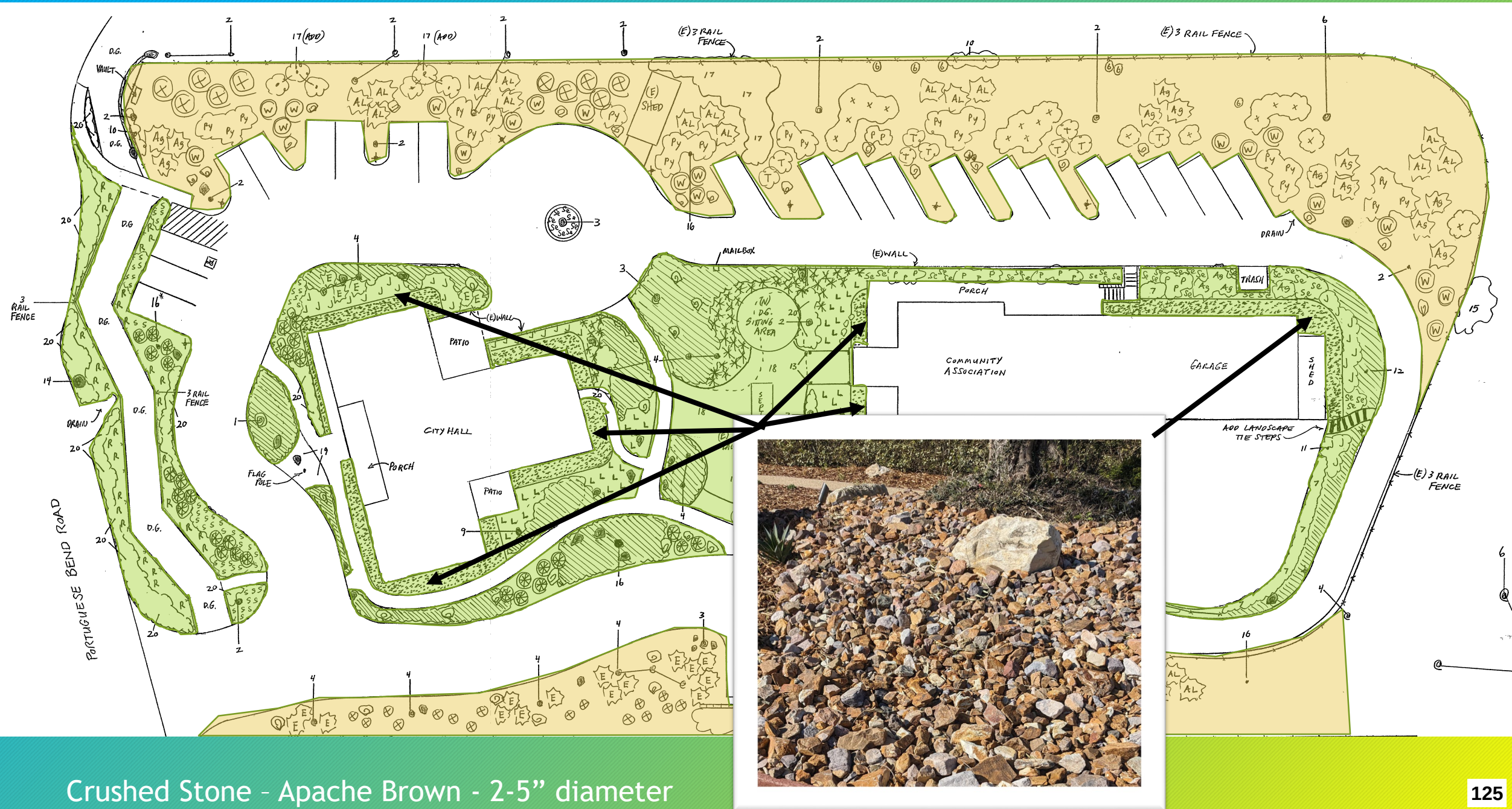
122



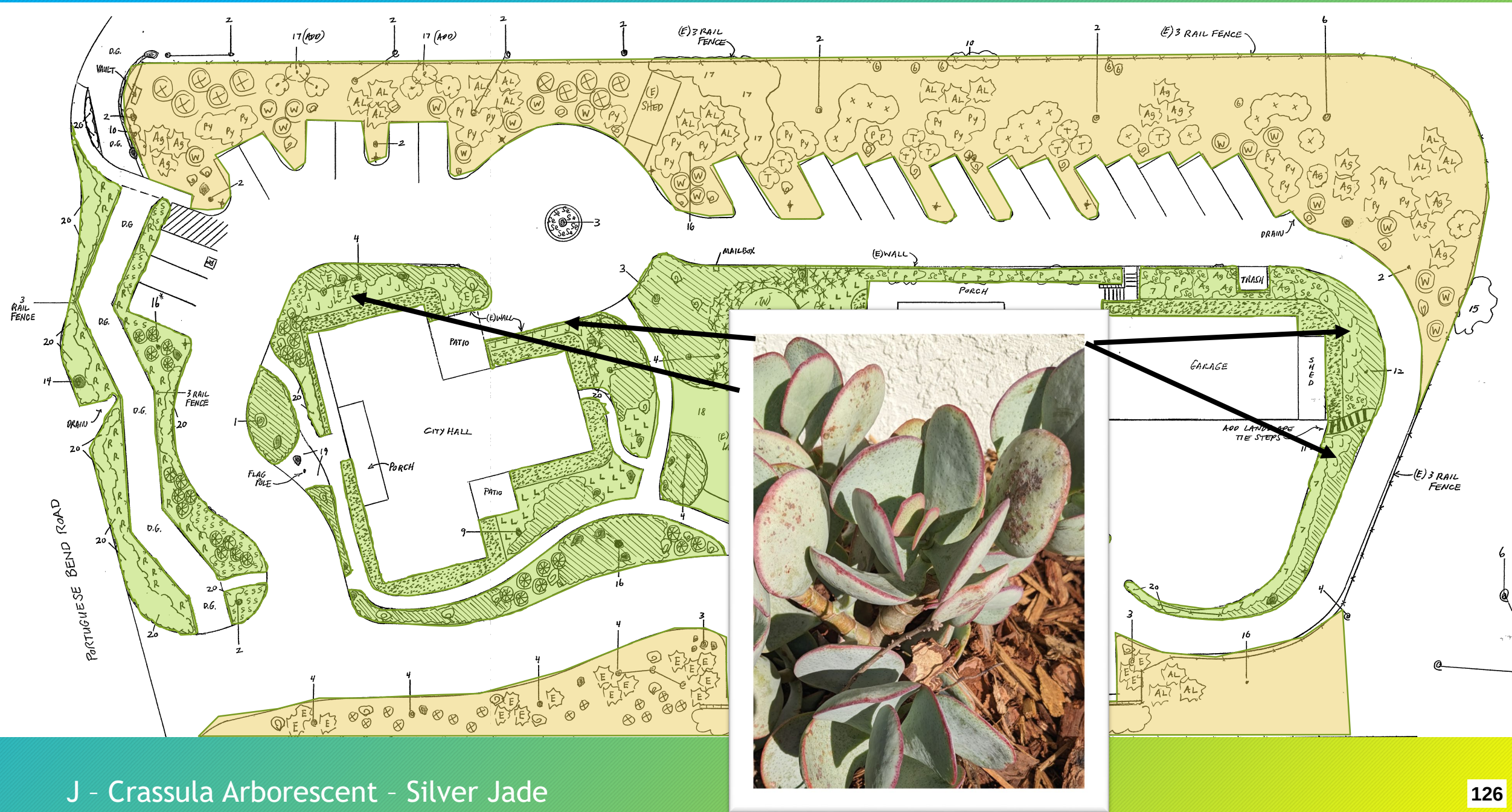
Ag - Agave Attenuata



Cotoneaster Dammerii - Lowfast



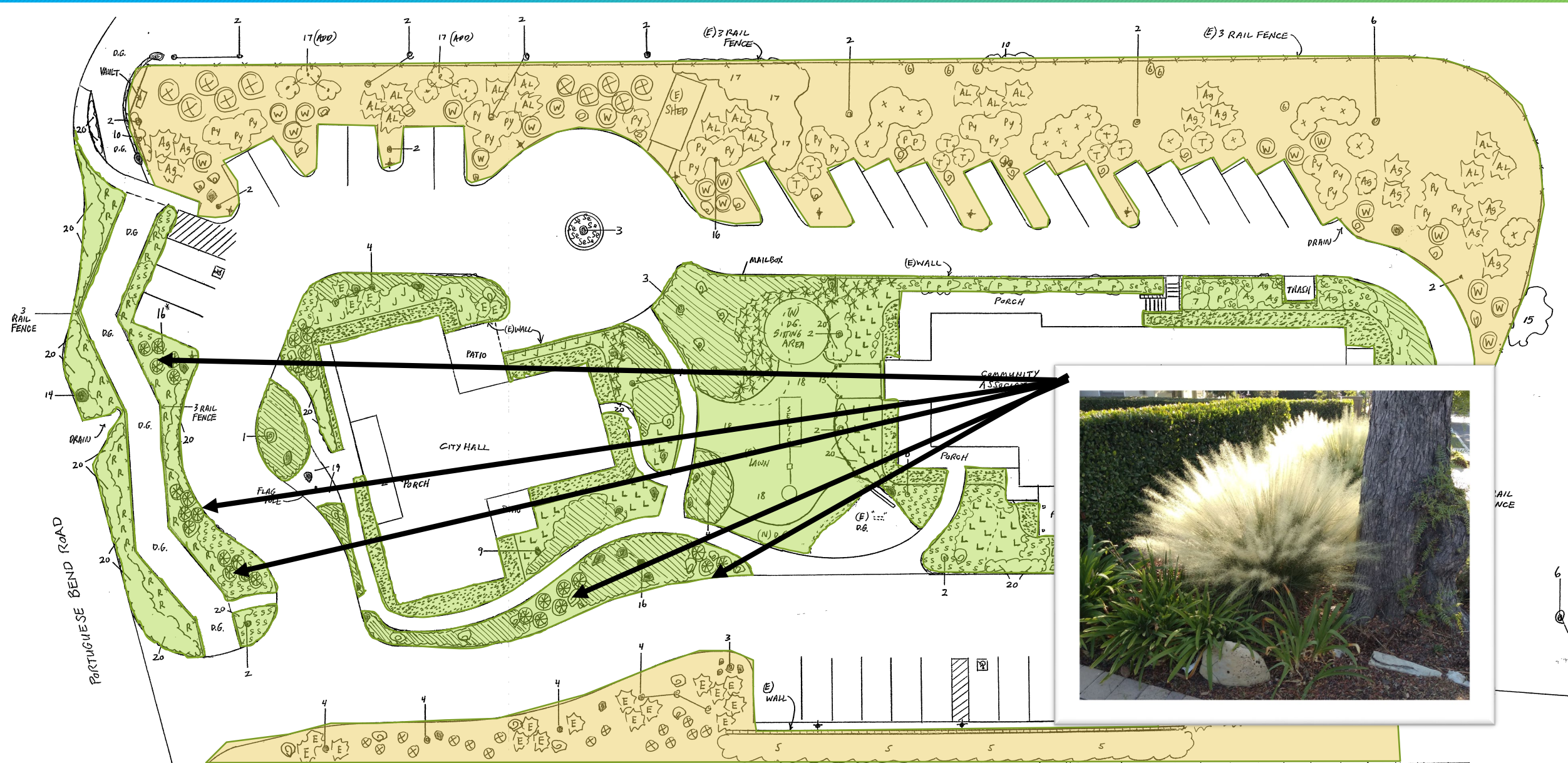
Crushed Stone - Apache Brown - 2-5" diameter



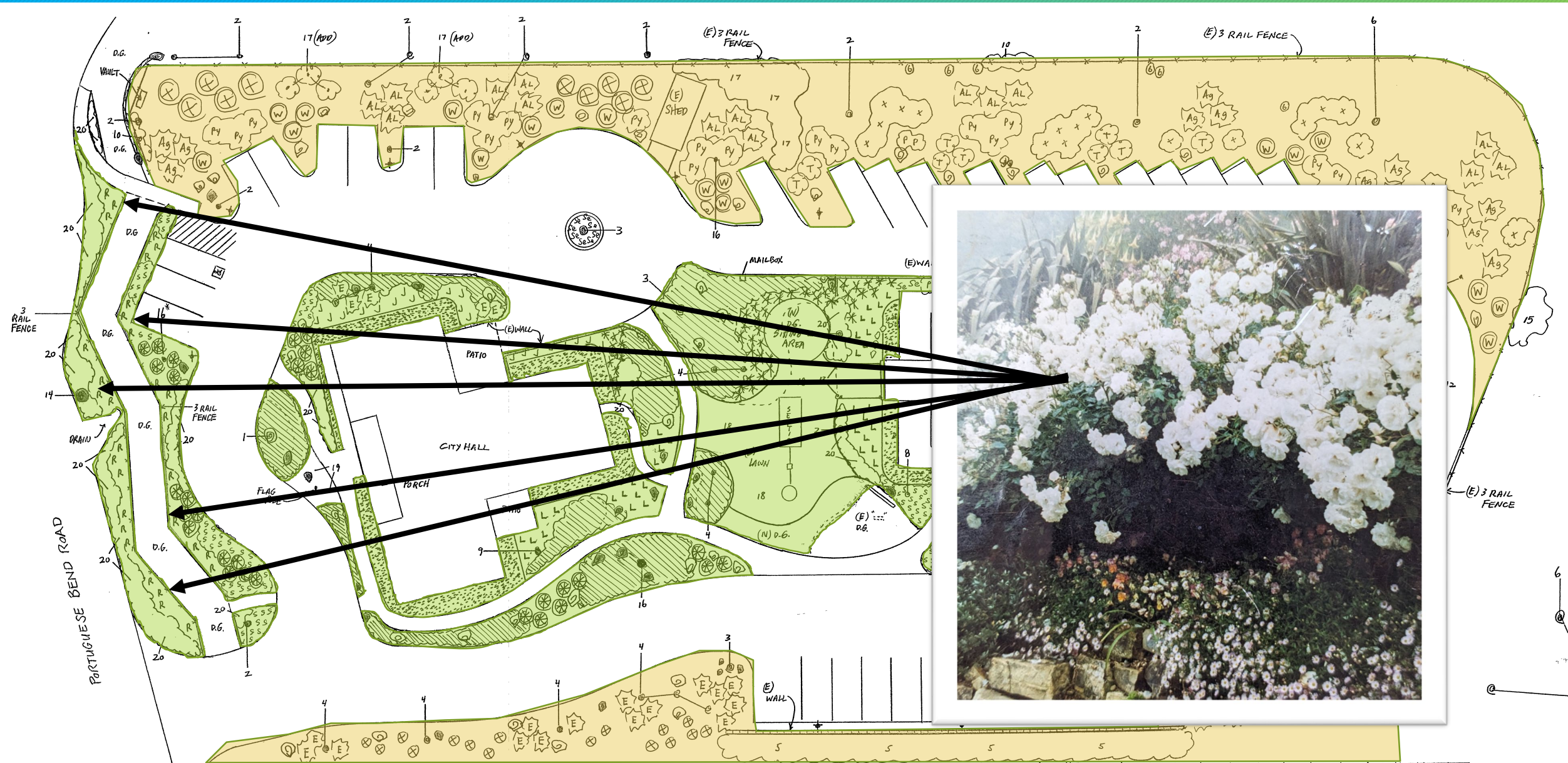
J - Crassula Arborescent - Silver Jade



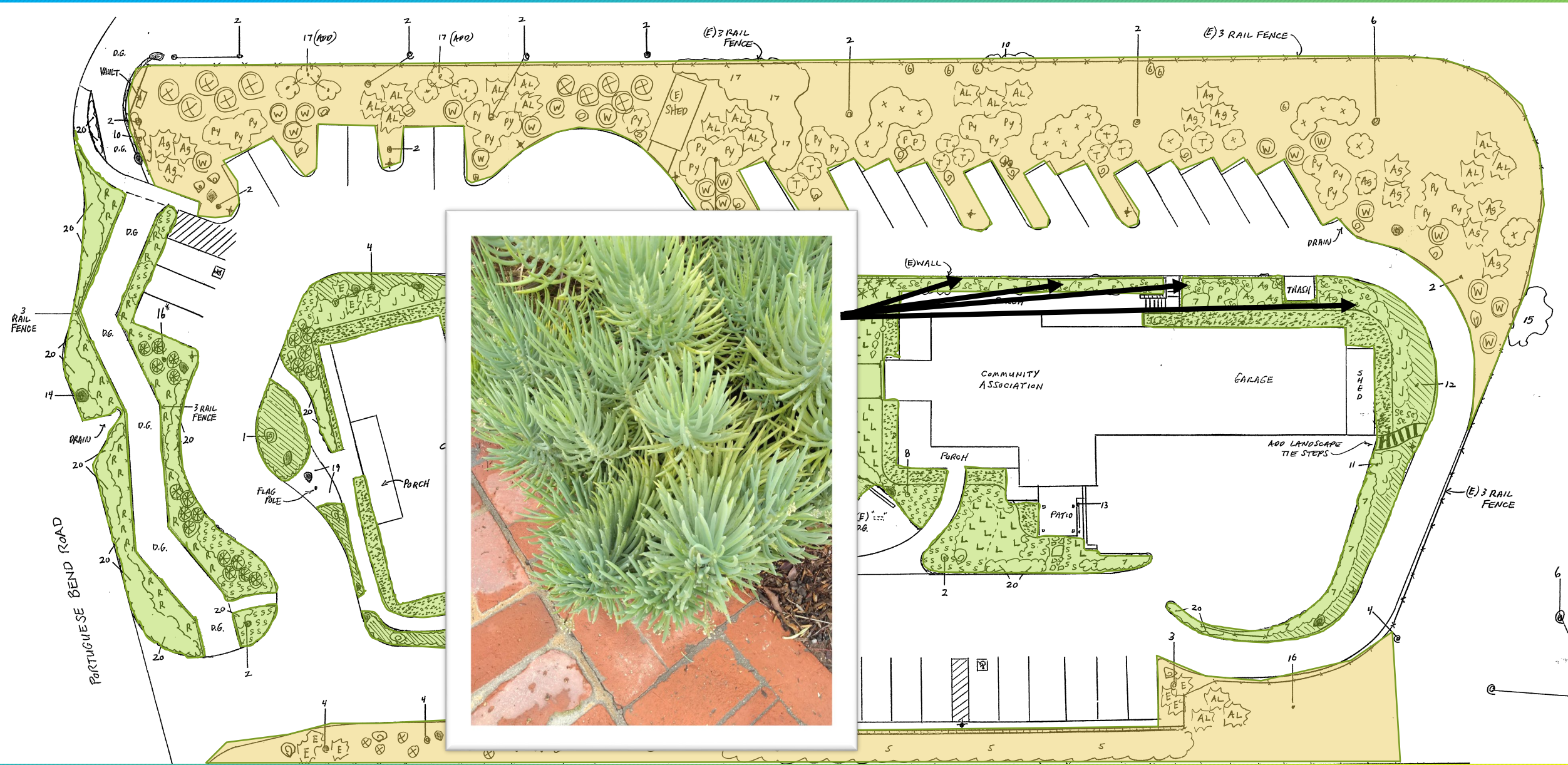
127



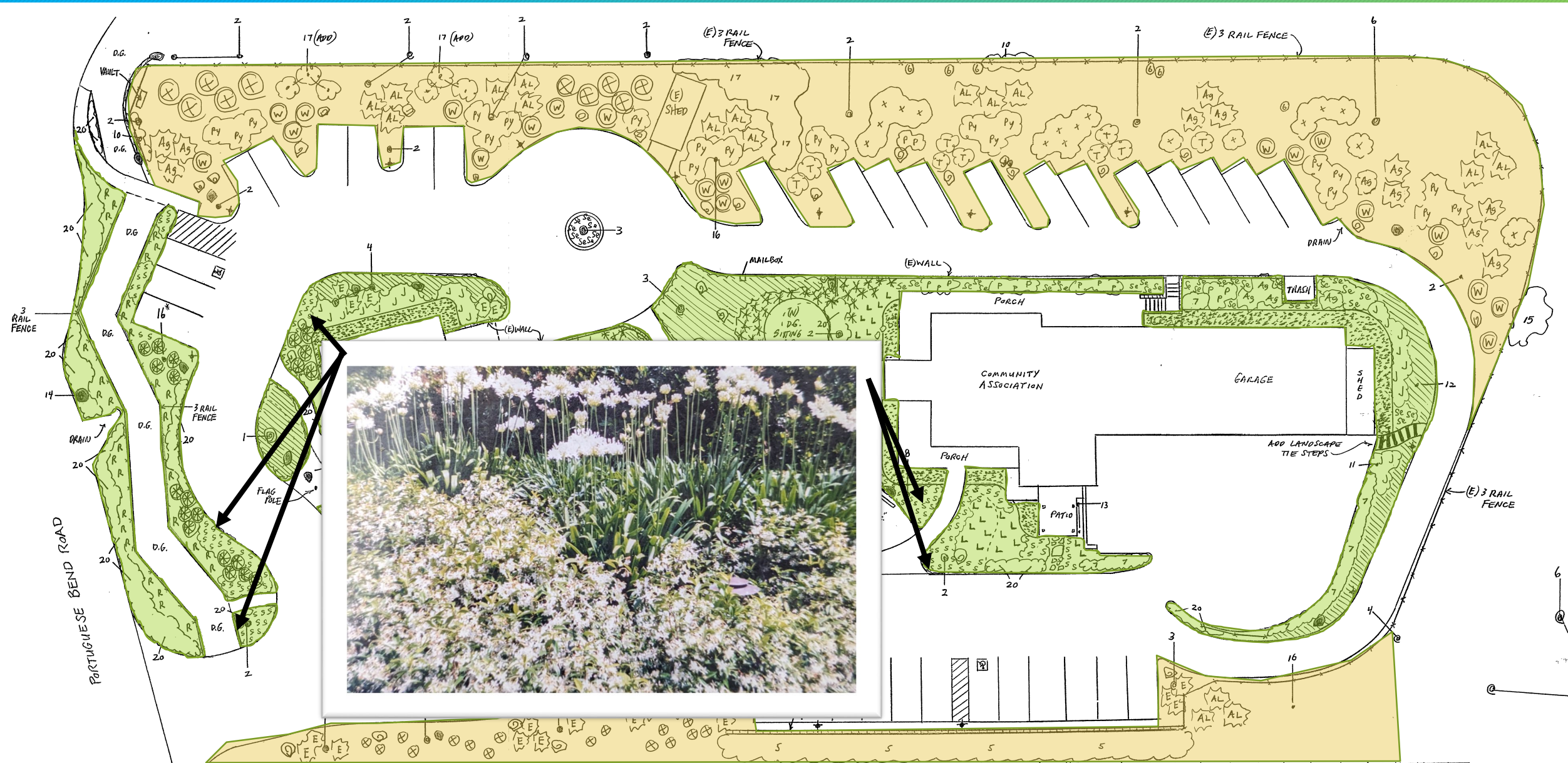
Muhlenbergia - White Cloud - White Muhly



R - Rose Floribunda - Iceberg



Sc - Senecio Cylindrica - Narrow Leaf Chalk Sticks



S - Trachelospermum Jasminoides - Star Jasmine



133



Dymondia Margarethe - Silver Carpet

City Hall Campus Proposed Landscape Design / Rebate Fiscal Impact



Stephanie Grant

Fiscal Impact

- Phase 1: Bennett Landscape estimate is \$53,977
- Phase 1 Rebate: approximately \$43,650
 - Assumes smaller 14,550 sf area as large section of lawn in between buildings will not be removed
- Leaves a FY23/24 non-budgeted city expenditure of approximately \$10,327 requiring budget amendment
 - Or if approved, staff could add to FY24/25 Area Landscaping budget
- Phase 2: Bennett Landscape estimate is \$36,150
 - If approved, staff would add to FY24/25 Area Landscaping budget

City Hall Campus Proposed Landscape Design and 2024 CalWater Rebate



Questions?

CITY OF ROLLING HILLS
AGREEMENT FOR LANDSCAPE MAINTENANCE

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

RECITALS

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

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

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

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

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

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

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

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

- 1 -

Landscape Maintenance
Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

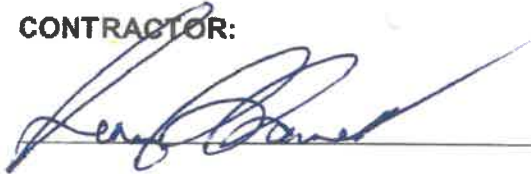
17. **Authorized Signature.** Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and corporate officers having a principal interest herein.

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

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

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

CONTRACTOR:



Sean A. Bennett
President and Founder

1/3/23

Contractor's License No. 479003

Agency Business License No. _____

Federal Tax Identification No. 33-0105672

CITY:



Elaine Jeng,
City Manager of the City of Rolling Hills

Attested:



Christian Horvath,
City Clerk of the City of Rolling Hills

Date: 1/4/23

EXHIBIT A

Scope of Work

I. Turf Management

Contractor is expected to perform the tasks listed below:

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

II. Ground Covers and Shrubs

Contractor is expected to perform the tasks listed below:

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

III. Small Trees

Contractor is expected to perform the tasks listed below:

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

4. Removal of tree stakes shall be considered as soon as possible to encourage tree development.
5. Trees and stumps requiring removal due to storm damage, proximity to buildings, walks, utilities, or other reasons shall be performed as directed and invoiced as extra work following written approval by the City.
6. Contractor shall inspect trees for insects and diseases. Approved chemical sprays shall be applied if required for common and controllable insect and disease infestations. Spraying shall be limited to one application. Additional treatments necessary due to unusual conditions may be invoiced as extra work following written approval by the City. Spraying shall be limited to trees measuring 15 feet or less in overall height.
7. The City may ask that a tree or large shrub be lowered to protect a view. If this requires a non-standard trimming practice that can result in deformity or seriously impact the health of the tree, the ultimate responsibility will be borne by the City.
8. Olive trees shall be sprayed in the spring to reduce the production of olives and shall be performed as part of the monthly service at no additional charge to the City.
9. Contractor shall not be responsible for tree damage caused by tree roots.

IV. Replacement

Contractor is expected to perform the tasks listed below:

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

V. Debris Control

Contractor is expected to perform the tasks listed below:

1. On a weekly basis, all lawns, planting beds, and walkways shall be cleaned of papers, bottles, excessive dust, and other types of debris.
2. On a weekly basis, rake and remove leaf debris after tree trimming.
3. As work in each area is completed, the clippings, trimmings, and debris shall be picked up and removed from the property at the end of each workday to leave a clean condition.

VI. Pest Control

Contractor is expected to perform the tasks listed below:

- 8 -

1. A pervasive pest infestation that is out of the ordinary (e.g. an influx of snails, whitefly, and lerp psyllid, etc.) requiring repeated pesticide applications may be invoiced as extra work following written approval by the City. Contractor will bear the responsibility to hire a California licensed pest control and fumigation subcontractor when the application of services is deemed necessary.
2. Contractor's employees and subcontractors shall exercise the proper use of chemical controls and spray equipment and take all established safety precautions.
3. Contractor shall assume all supervision and responsibility for the application of chemicals and insecticides that are used by Contractor's employees and subcontractors in performing contracted work.
4. Contractor will not be held responsible for children or pets that may ingest pellets, granular products, or treated foliage, unless negligence on the part of the Contractor is the cause.

VII. Irrigation Systems

Contractor is expected to perform the tasks listed below:

1. Continually inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition, which hampers the normal operation of the irrigation system.
2. The crew foreman shall manually sequence each automatic irrigation controller on a scheduled basis to ensure that the irrigation system facets are operating properly.
3. Contractor shall replace sprinkler heads damaged by normal landscape maintenance operations at no charge to the City.
4. On a monthly basis, Contractor shall inspect sprinkler heads and make adjustments, if necessary to conserve water and to provide the best possible coverage and least possible spray onto buildings, fences, and tennis courts while conserving water.
5. Contractor will not be held responsible for water damage resulting from sprinkler heads located in close proximity to structures that over-spray in an unavoidable manner.
6. Maintenance crew shall schedule watering area plant material on automatic irrigation controllers in quantities and frequencies consistent with seasonal requirements of the area plant materials.
7. Where practical, watering all vegetation shall be done at night or early morning if the system is automatic, or unless directed otherwise by the City.

8. Repairs and/or replacement of automatic irrigation clocks, major valves, and major piping may be performed and invoiced as extra work following written approval by the City.
9. Minor replacement and repairs to sprinkler heads and pipes shall be performed at no additional cost to the City.
10. Maintenance crew must immediately report to the City any vandalism or accidental damage caused by others. Repairs may be made and invoiced as an extra charge following written approval by the City.
11. If the maintenance crew has determined that the automatic irrigation controller has failed or malfunctioned, the City shall be instructed as to location of clocks and backflow valves so that they may be turned off.
12. Contractor shall provide the City with a 24-hour emergency service telephone number and designate a company person to receive emergency calls. Contractor agrees to respond to City emergency calls during normal business hours (7:30am to 5pm) and during non-business hours (5pm to 7:30am).
13. Contractor shall inspect and clean all drainage swales, grates, and rain gutters on all structures on and leading from the property.

VIII. Irrigation Systems

Contractor is expected to perform the tasks listed below:

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

EXHIBIT B

See attached two pages "Fees"



PROPOSAL REQUIREMENTS

Fees

Landscape Maintenance Services

\$263 weekly

Tree Trimming

Campus tree trimming services allotment \$11,200.

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

Irrigation Repairs

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

New Plantings

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

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

Construction

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



Emergency Services – After 4pm, weekends, holidays

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

After Hours:

Main telephone line – listen to prompts	(310) 534-3543
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One -time Services Unit Prices – Monday – Friday 7-4pm

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

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

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

Implement Landscape Architect Recommendations

Licensed landscape architect



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 03/25/2024

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 PROFESSIONAL SERVICES AGREEMENT WITH REVIZE LLC. AKA REVIZE SOFTWARE SYSTEMS FOR A ONE-YEAR EXTENSION OF WEBSITE REDESIGN, HOSTING, AND SOFTWARE SERVICES

DATE: March 25, 2024

BACKGROUND:

In April 2019, the City engaged the services of Revize LLC (Revize) to provide a new website and host the site for five years at a cost of approximately \$4,940 per year. The City had previously contracted with CivicPlus at a cost of \$6,256 annually for an earlier website iteration and hosting. The website became functional and publicly accessible in March 2020. The City's current contract is comprised of basic services and access to the Revize Content Management System (CMS) for periodic updating by City staff.

DISCUSSION:

The current contract with Revize expires on April 3, 2024. While staff is interested in finding a lower-cost website hosting /content management system for future use, there is not enough time to currently pursue other options and migration. As a result, staff met with Revize and negotiated a design refresh, content management system upgrade and a one-year extension for \$2,400. The city would also, if desired, have an option to renew for an additional three years (\$2,400 for year two and \$3,400 for years three and four.) The City retains the ability to terminate the contract upon a 30-day written notice to Revize.

FISCAL IMPACT:

There are sufficient funds in the approved FY 23-24 budget to support the one-year extension and exploration of a more economical solution beyond that.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[CA_AGR_240325_Revize_Amendment01.pdf](#)

[CA_AGR_190416_Revize_E.pdf](#)

CITY OF ROLLING HILLS

FIRST AMENDMENT TO AGREEMENT FOR WEBSITE REDESIGN, HOSTING, AND SOFTWARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR WEBSITE REDESIGN, HOSTING, AND SOFTWARE SERVICES ("First Amendment") is made and entered into as of April 3, 2024 by and between the **CITY OF ROLLING HILLS**, a municipal corporation ("City"), and **REVIZE LLC. AKA REVIZE SOFTWARE SYSTEMS**, a limited liability company (the "Consultant").

RECITALS

A. On April 4, 2019, the City and Consultant entered into an agreement for website redesign, hosting, and software services (the "Agreement");

B. On or around November 18, 2020, the City and Consultant entered into a "Revise Web Services Sales Agreement" for minor changes and services related to the website features and additional components for a cost of \$1,950.00

B. City and Consultant now desire to amend the Agreement to expand the scope of services, extend the term of the Agreement and increase the total amount of the Agreement (although the yearly cost is less than previous years) ("First Amendment");

C. Consultant is well qualified by reason of education, training, and experience; and

D. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

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

1. Paragraph 1 (SERVICES) of the Agreement is amended to add the following services:

Consultant shall provide the products and services as described in Exhibit B, which is attached hereto and incorporated herein by reference. In the event on any conflict between the Agreement or this First Amendment and Exhibit B, the Agreement and/or this First Amendment shall control.

2. Paragraph 2 (PAYMENT) of the Agreement is amended to read as follows:

2. Payment.

City agrees to pay Consultant for the services required by this Agreement as set forth in Exhibit B, which is attached hereto and incorporated herein by reference, representing the total cost for all labor, equipment, supplies, expenses, and materials incurred by Consultant portal to portal. Consultant shall submit invoices to City, and City will make payment for all work performed to City's reasonable satisfaction within 30 days of receipt of an invoice. The Agreement shall not exceed a total amount of \$2,400.00

per year. Any services not provided for in this Agreement may be authorized by the City in writing by way of amendment to this Agreement, and compensation therefore shall be agreed upon in advance by the parties in advance and in writing by way of amendment to this Agreement.

3. Paragraph 5 (TERM AND TERMINATION) of the Agreement is amended to read as follows:

5. Term and Termination.

The term of this Agreement shall commence upon execution by both parties and terminate on April 3, 2025. The City, consistent with the pricing found in Exhibit B, shall have the option to extend the Agreement for one additional year (*i.e.*, to April 3, 2026).

This Agreement may be terminated at any time without cause by either party giving thirty (30) days' advance written notice of termination to the other party. All work satisfactorily performed pursuant to the Agreement and prior to the date of termination may be claimed for reimbursement. In the event of a breach or a default in the performance of this Agreement, the non-defaulting party may terminate the Agreement immediately, provided that the defaulting or breaching party has failed to cure or to make reasonable progress towards curing the default within ten (10) calendar days of receipt of notice demanding a cure.

If this Agreement is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the City, the Consultant shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to the City all of its preparation and work on documents which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all other data and materials of whatever type that have been gathered by the Consultant, and contemplated to be used or actually used, in the preparation of the services identified in Section 1 of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date and year first above written, and it is effective as of April 3, 2024.

[Signature Page to Follow]

CITY OF ROLLING HILLS

CONSULTANT

KARINA BAÑALES
CITY MANAGER

THOMAS JEAN
PROJECT MANAGER

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit B

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Rolling Hills, California ("CLIENT") and Revize LLC, aka Revize. Federal Tax ID# 20-5000179 Date: 3-7-2024

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Rolling Hills</u>	Revize
Company Address:	<u>2 Portuguese Bend Road</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Rolling Hills, CA 90274</u>	Troy, MI 48084
Contact Name:	<u>Christian Horvath 310.377.1521</u>	248-269-9263
Billing Dept. Contact:	<u>chorvath@cityofrh.net</u>	
CLIENT Website Address:	<u>www.rolling-hills.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Kickoff Meeting and Discovery/Project Planning:	Included
1	Phase 2 – Design Mockups/Wireframes: 1 mockup with 3 rounds of revisions - Home page template and inner page design and layout	Included
1	Phase 3 & 4 – HTML Development & Revize CMS Integration: - Set-up all CMS modules listed in this agreement - Integration with all 3rd party web applications	Included
1	Phase 5 – Quality Assurance Testing & Accessibility, onetime fee:	Included
1	Phase 6 – “As is” content migration. Content will be moved into new site with same sitemap and content existing on current website: Client will be responsible for content cleanup after initial migration	Included
1	Phase 7 –Content Editing Training, onetime fee:	Included
1	Phase 8 – Go Live:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 30GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$3,400.00
1	Current Client Discount	(\$1,000.00)
1	Grand Total First Year	\$2,400.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 2,400.00	3/15/2024	Year 1 of Annual Hosting & Maintenance
\$ 2,400.00	3/15/2025	Year 2 of Annual Hosting & Maintenance
\$ 3,400.00	3/15/2026	Year 3 of Annual Hosting & Maintenance
\$ 3,400.00	3/15/2027	Year 4 of Annual Hosting & Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. One-year contract with CLIENT option to renew for additional three years according to payment schedule listed on page 2 of this agreement. CLIENT may terminate this agreement upon 60 day written notice to Revize before annual service renewal date listed within payment schedule on page 2 of this agreement. Revize will provide a free redesign of the website in year 4 if CLIENT agrees to extend for a 4th year of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
14. Revize requires a 60-day written termination notice in advance before the next annual renewal date
15. As part of the original contract between CLIENT and Revize (dated 4/29/2021) Revize included a redesign of the websites anytime in year 4 or thereafter. Upon successful completion of this redesign, Revize and CLIENT will have fulfilled their obligations for the original contract dated 4/29/2021. Additional services, features, customizations, migration, anticipated support or storage increases may require an additional charge. Revize and CLIENT will modify or add to this agreement to accommodate those possible future requests.

Enterprise Revize CMS License

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

Project Timeline Statement of Understanding

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

RECEIVED

APR 04 2019

CITY OF ROLLING HILLS

City of Rolling Hills

AGREEMENT FOR WEBSITE REDESIGN, HOSTING, AND ~~SOFTWARE SERVICES~~

THIS AGREEMENT FOR WEBSITE REDESIGN, HOSTING, AND SOFTWARE SERVICES ("Agreement") is made and entered into as of 04/03/2019, by and between the CITY OF ROLLING HILLS, a municipal corporation ("City"), and REVIZE LLC. AKA REVIZE SOFTWARE SYSTEMS, a limited liability company (the "Consultant").

RECITALS

- A. City desires to retain Consultant to provide the City with website redesign, hosting, and software services;
- B. Consultant is well qualified by reason of education, training, and experience; and
- C. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

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

1. Services.

A. Consultant shall furnish all materials and perform all work required for performance of the following Services including, but not limited to, the following:

i. **Website Design Services**

1. Phase 1: project planning and analysis

Consultant will set up the initial internal project planning meeting with City staff to discuss the overall management of the project, establish a timeline, and devise a Consultant-City Communication Strategy to keep the City up-to-date on the progress of the project.

Consultant will address the specific technical requirements of the project and the content strategy of the new site, any new content that needs to be written, and how to fit the existing content into the new site.

Consultant will develop a Statement of Work and provide it to City for review and approval.

2. Phase 2: website design, 1 concept, multiple rounds of changes until design is finalized

Consultant will conduct an interview with City staff about City's vision for the look of the website.

3. Phase 3 & 4: Revise template development and Content Management System ("CMS") module integration

Consultant will transform the approved designs into HTML/CSS and Revise Smart Tag enabled web page templates. In this phase, all of the features and modules will be made functional and will be tested in the CMS module integration.

4. Phase 5: quality assurance testing

Consultant will ensure that City's website meets functionality, performance, and security standards. Consultant will perform input validation to ensure that security mechanisms cannot be bypassed if a person tampers with data sent to the application. Consultant will ensure that when errors occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

5. Phase 6: site map development and content migration of up to 400 webpages and documents

Consultant will develop all of the pages for the City's site to make the initial content available upon site deployment.

6. Phase 7: content editing and administrator training

City will be able to revise its content. Consultant will train City staff on how to operate the Administrative and Content Editor functions so the City can manage its website.

7. Phase 8: go live

Consultant will redirect the City's website domain name from the old site to new one. Once this is completed, Consultant will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

ii. **Website Hosting Services**

1. **Scalability.** The hosted system must be easily scaled to accommodate site usage during peak use times.
2. **Response to Issues.** Consultant will provide verbal or written responses to issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Service Level Agreement as defined under Exhibit A.
3. **Business Continuity.** Consultant will use commercially reasonable efforts to ensure that all hardware (including server, routers, and other related equipment) on which the Services are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience

of Consultant at its deployment location and consistent with the Tier rating of the data center. Consultant shall provide redundant systems and internet connectivity to ensure maximum service security, availability, and performance.

4. **Upgrades and Advance Notice:** Consultant shall give advance notice to City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. All unnoticed service interruptions will be considered outages and will count against the service level agreement commitments.
5. **Data Location:** All of the City's data will be hosted in a data center within the continental United States. The location of the data center that will be used to host the Data is as follows:

Primary Data Center:

Lansing, MI

Back-up Data Center:

Lansing, MI

iii. **Software Services, including but not limited to the following:**

1. Revise annual software subscription
2. Technical support
3. CMS support
4. CMS updates
5. Unlimited users
6. Unlimited GB website storage, including SSL security certificate

B. Phases 1 through 8 identified in Section 1 (A)(i), above, shall be completed within four months of execution of this Agreement.

C. Consultant shall integrate the following applications and features into the City's website:

- i. Citizen's Communication Center Apps, including the following:

1. Home page alert and announcement center
 2. E-notify (email & text notifications)
 3. Searchable document center
 4. Searchable how do I? (FAQs)
 5. News center with Facebook/Twitter integration
 6. Online web forms
 7. Photo gallery
 8. Quick link buttons
 9. Revize web calendar
 10. "Share This" social media fly-out app
 11. Sliding feature bar
 12. Language translator
- ii. Citizen's Engagement CENTER Apps, including the following:
1. Citizen request center with re-captcha
 2. Public service request system
 3. Online bill pay
 4. RSS feed
- iii. Staff Productivity Apps, including the following:
1. Image manager
 2. iCal integration
 3. Link checker
 4. Menu manager
 5. Bid posting management system via vendor registry
 6. Website content archiving
 7. Website content scheduling
- iv. Site Administration and Security Features, including the following:
1. Audit trail
 2. Drag and drop menu management
 3. Drag and drop picture management
 4. Drag and drop document management
 5. History log
 6. URL redirect setup
 7. Roles and permission-based security mode
 8. Secure site gateway
 9. SSL security certificate
 10. Unique login/password for each content editor
 11. Web statistics and analytics
- v. Mobile Device and Accessibility Features, including the following:
1. Font size adjustment
 2. Alt-tags

3. Responsive Website Design (RWD) for mobile friendly viewing and navigation on smart phones and tablets

C. Consultant shall provide free website re-design during the five-year period of this Agreement.

D. Consultant shall provide additional content migration, if requested, for \$3 per web page or document.

E. Consultant shall make it possible to link staff reports and other attachments to agenda items on City Council and Commission agendas.

2. **Payment.**

City agrees to pay Consultant for the services required by this Agreement \$4,940.00 per year, representing the total cost for all labor, equipment, supplies, expenses, and materials incurred by Consultant portal to portal, for a five year period. The City's first payment of \$4,940.00 for the first year shall be paid upon complete execution of this Agreement so that Consultant may begin providing the services under this Agreement. All subsequent, annual payments shall be paid on the anniversary of the project kick off meeting. Consultant shall submit invoices for those subsequent, annual payments to the City thirty calendar days before the anniversary of the project kick off meeting. City will make payment for all work performed to City's reasonable satisfaction within 30 days of receipt of an invoice. The Agreement shall not exceed a total amount of \$24,700.00 over the course of the five-year period. Any services not provided for in this Agreement may be authorized by the City in writing by way of amendment to this Agreement, and compensation therefore shall be agreed upon in advance by the parties in advance and in writing by way of amendment to this Agreement.

3. **Accounting Records.**

Consultant must maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at the Consultant's California office during the contract period and thereafter for three years from the date of final payment. Consultant shall provide the City access to such records for approval, funding, or auditing the project, during normal business hours upon reasonable notice, the reasonable cost of which shall be borne by the City.

4. **City Data.**

A. Type of data. City Data includes: (a) the City's data that is collected, used, processed, stored, or generated as a result of the use of Consultant's services; and (b) personally identifiable information (PII) collected, used, processed, stored, or generated as the result of the use of Consultant's services, including without limitation, any information that identifies an individual, such as the individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. City will own all rights, including all

intellectual property rights, in and to City Data to the extent allowable by law and any derivative works of City Data will remain the exclusive property of City.

The records prepared by Consultant under Section 1 of this Agreement shall be the property of the City and may be used, modified, updated, and replaced in City's sole and absolute discretion. It is understood that these records are public records subject to inspection and copying under the California Public Records Act.

Notwithstanding the foregoing, the City acknowledges that Consultant has an intellectual property interest in the process, methods, and materials utilized to prepare the records for the City, and has acquired copyright protection of those interests. Accordingly, the City acknowledges that those records are intended solely and exclusively for the City's internal records management, and the City agrees not to market, advertise, or exploit the records for commercial purposes. Nothing herein shall be deemed to grant directly or by implication, estoppel or otherwise, any right or license with respect to any process, methods, or other intellectual property rights Consultant may own or control prior to the date of this Agreement, and Consultant retains all right, title, and interests in and to such of its own process, methods, and other intellectual property rights.

B. Data protection.

i. Protection of personal privacy and City Data shall be an integral part of the business activities of Consultant to ensure there is no inappropriate or unauthorized access or use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity, and availability of City Data and comply with the following conditions:

1. Consultant shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures shall be in accordance with recognized industry practice.

2. All City Data obtained by Consultant in the performance of this Agreement shall become and remain property of City.

3. Consultant shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service without City's express written consent.

ii. Consultant is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Consultant's own purposes or later use. Consultant shall not access City Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Agreement, or (4) at City's written request. Unauthorized use of City Data by Consultant or third parties is prohibited. For purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by the service for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

C. Data breach. In the event of any City Data security breach, act, error, omission, negligence, or misconduct that compromises or is suspected to compromise security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, or integrity of City Data, Consultant shall comply with the provisions of California Civil Code Section 1798.82.

5. Term and Termination.

The term of this Agreement shall commence upon execution by both parties and terminate upon expiration of the five-year term of this Agreement unless extended by mutual agreement of the parties.

This Agreement may be terminated at any time without cause by either party giving thirty (30) days' advance written notice of termination to the other party. All work satisfactorily performed pursuant to the Agreement and prior to the date of termination may be claimed for reimbursement. In the event of a breach or a default in the performance of this Agreement, the non-defaulting party may terminate the Agreement immediately, provided that the defaulting or breaching party has failed to cure or to make reasonable progress towards curing the default within ten (10) calendar days of receipt of notice demanding a cure.

If this Agreement is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the City, the Consultant shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to the City all of its preparation and work on documents which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all other data and materials of whatever type that have been gathered by the Consultant, and contemplated to be used or actually used, in the preparation of the services identified in Section 1 of this Agreement.

6. Insurance.

A. Without limiting Consultant's obligations arising under Section 7 of this Agreement (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 with minimum coverage of \$300,000 for property damage, \$300,000 for injury to one person/single occurrence, and \$300,000 for injury to more than one person/single occurrence.

ii. General Liability Insurance, insuring City, its elected and appointed officers, agents, and employees from claims for damages for bodily injury, personal injury, and property damage, including contractual liability and products and completed operations liability, 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.

iii. Worker's Compensation Insurance for all Consultant's employees to the extent required by the State of California.

iv. Professional Liability Coverage. The Consultant shall maintain 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 be by the Consultant or by its employees, subconsultants, or subcontractors. 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.

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

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

D. Primary Insurance. The insurance required in subparagraphs A(i), (ii), and (iv) 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.

7. Indemnity.

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 attorney's fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with and to the extent of Consultant's negligence or other wrongful conduct in 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. 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.

8. **Quality of Work Performed.** All work shall be performed to the highest professional standards.

9. **Personnel.** City has engaged Consultant by virtue of the specialized expertise and reputation in the field of website design for government agencies. Consequently, all work shall be performed by Consultant.

10. **Compliance with All Laws.** Consultant shall comply with all City, State, and Federal laws in the performance of its services.

11. **Assignment/Subcontracting.** Consultant shall not be permitted to subcontract or assign any portion of this Agreement without the express written consent of the City. The performance of either party's duties are also not delegable without the prior written consent of the other party. Any attempted or purported subcontract, assign, or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

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

13. **Non-discrimination.** Consultant shall not discriminate in the hiring of employees or in the employment of subconsultants on any basis prohibited by law.

14. **Independent Contractor.** Consultant is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Consultant or any of the Consultant's employees, except as herein set forth. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. City shall issue Consultant a Form 1099 in connection with the compensation paid hereunder, and Consultant shall pay all required taxes on amounts paid hereunder.

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

CITY: **City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274
ATTN.: Elaine Jeng, City Manager
Facsimile: 310-377-7288
Email: ejeng@cityofrh.net**

CONSULTANT: **Revize LLC
Revize Software Systems
1890 Crooks, Suite 340
Troy, Michigan 48084**

ATTN.: Robert Suchomel, Account Manager
Facsimile: 1-866-346-8880
Email: Robert@revize.com

Notice shall only be given by personal delivery, facsimile, e-mail, overnight delivery, or certified or registered mail with return receipt. Notice will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt if sent by certified or registered mail with return receipt requested.

16. Conflict of Interest. Consultant affirms and warrants that she has no financial, contractual, or other interest or obligation that conflicts with or is harmful to the performance of her obligations under this Agreement. Consultant shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

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

18. Entire Agreement; Modification. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if signed by the party to be charged. The parties acknowledge and agree that their respective obligations under the Agreement have been fully discharged.

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

CITY OF ROLLING HILLS



ELAINE JENG
CITY MANAGER

DATE: 04/04/2019

CONSULTANT



ROBERT SUCHOMEL
ACCOUNT MANAGER

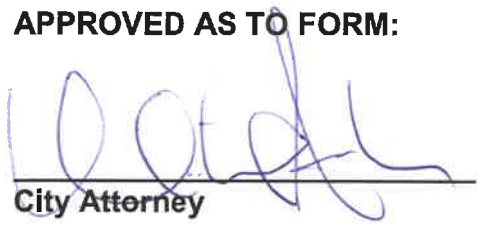
DATE: 04/03/2019

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT A

SERVICE LEVEL AGREEMENT

Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Till this every error is resolved, the website is essentially halted. A large number of users and or core program functionality a severely impacted.

Critical issues are defined as website errors that are an inconvenience or causes an consistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but user would eventually want changed.

Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.A
Mtg. Date: 03/25/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: RECEIVE AND FILE NOTIFICATION FROM CONGRESSMAN LIEU'S OFFICE REGARDING FISCAL YEAR 2024 LOCAL COMMUNITY PROJECT FUNDING AWARD OF \$1 MILLION DOLLARS TOWARDS PHASE 1 OF THE PORTUGUESE BEND ROAD / ROLLING HILLS ROAD 8" SEWER MAIN PROPOSED CAPITAL PROJECT

DATE: March 25, 2024

BACKGROUND:

In 2020, the City Council engaged the services of NV5 to provide engineering design for the 8" sewer main along Portuguese Bend Road/Rolling Hills Road. Since the commencement of the design work, NV5 has met the 65% design, 90% design, and 100% design milestones. This proposed sewer main crosses several jurisdictions, and approval from Rolling Hills Estates and the City of Torrance is necessary before the project is deemed complete.

Phase 1 would include the new 8-inch sewer main along Portuguese Bend Road from the RHCA's main gate to Lariat Lane in Rolling Hills Estates. Phase 2 would involve the downstream sewer improvements in the City of Torrance (upsizing existing sewer mains) along Rolling Hills Road from Lariat Lane to Crenshaw Boulevard.

Per the City Council's direction at the April 25, 2022 meeting, staff confirmed with the cities of Rolling Hills Estates and Torrance, as well as the LA County Department of Public Works, that the proposed 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road could be phased on the condition that the Sanitary Sewer Improvement Feasibility Study prepared by Willdan Engineering be updated. All agencies wanted to confirm that the existing sewer main lines in Rolling Hills Estates and the City of Torrance have the capacity to accept effluent from the City Hall campus and the Tennis Courts (Phase 1) without upsizing.

In June 2022, Willdan Engineering provided a proposal to amend the Sanitary Sewer Improvement Feasibility Study for \$9,010. At the June 27, 2022 meeting, the City Council reviewed Willdan Engineering's proposal and directed staff to bring this item back in six months.

At the December 13, 2022, meeting, the City Council approved an amendment to Wildan's contract to amend the Sanitary Sewer Feasibility Study in support of the first phase of construction of the proposed sewer main from Rolling Hills connecting to the sewer main in Rolling Hills Estates. Wildan completed the amended feasibility study, and this study was approved by Rolling Hills Estates on February 15, 2023.

At the February 13, 2023 meeting, City Council authorized staff to execute an amendment with NV5 to update and phase the 8" Sewer Main Improvement Plans for the section from Rolling Hills connecting to the existing sewer in Rolling Hills Estates. NV5 proceeded to update the plans and the plans were approved by Rolling Hills Estates on December 1, 2023. NV5 subsequently prepared an updated Engineer's Opinion of Probable Construction Costs for these approved plans and submitted it to the City on January 5, 2024. This estimate is for the total amount of \$1,219,000, which includes a Field Order Allowance of \$60,000 and a 10% Contingency Amount of \$111,230

The project is pending city direction to solicit construction bids.

The City submitted a Fiscal Year 2024 Community Funding request to Congressman Lieu's office in March of 2023 and was successful in securing funding.

DISCUSSION:

On March 18, 2024, the City received notice that the City's application for FY24 Local Project funding through Congressman Lieu's office had been signed into law by President Biden. (Attachment A)

City staff recommends agendaizing a discussion item before the final preparation and presentation of the FY 24/25 Budget and Capital Projects for consideration, acceptance, and potential action.

FISCAL IMPACT:

The adopted Fiscal Year 23-24 budget did not include funds to progress towards construction of the 8" Sewer Line Project Phase 1.

RECOMMENDATION:

Receive and file. Direct staff to agendaize a discussion item regarding the potential Portuguese Bend Road/Rolling Hills Road 8" Sewer Line project Phase 1.

ATTACHMENTS:

[CL_AGN_240325_Lieu_FY24_CF_PressRelease.pdf](#)

From: [Calderon, Karen](#)
Subject: REP LIEU SECURES OVER \$11 MILLION FOR LOCAL COMMUNITY PROJECTS
Date: Friday, March 15, 2024 11:00:10 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hello!

I hope this message finds you well! If you haven't heard the news already, I wanted to share that Rep. Lieu has secured over \$11 million in federal funds through the FY2024 Community Project Funding process. We are so happy to share this and glad that this much needed funding is coming to California's 36th Congressional District. Please see the press release below for more information. Please feel free to share this news as you see fit.

Best,

KAREN CALDERON

Field Representative

Office of Congressman Ted W. Lieu (CA-36)

1645 Corinth Ave., Suite 101

Los Angeles, CA 90025

Phone: (323) 651-1040

Fax: (323) 655-0502



Subscribe to periodic e-mail updates from Rep. Ted Lieu [here](#).

<https://lieu.house.gov/media-center/press-releases/rep-lieu-secures-over-11-million-local-community-projects>



REP LIEU SECURES OVER \$11 MILLION FOR LOCAL COMMUNITY PROJECTS

WASHINGTON – Today, Congressman Ted W. Lieu (D-Los Angeles County) announced that he

secured over \$11 million in federal funding for 14 local projects in California's 36th Congressional District. The Fiscal Year 2024 appropriations bills were signed into law by President Biden on Saturday, March 9, 2024. The federal funding will support local efforts to improve infrastructure, protect the environment, reduce homelessness, and more.

"One of the best parts of serving in Congress is being able to bring home federal dollars for important local projects," said Rep. Lieu. **"This money will go directly back into our community for projects like making pedestrian sidewalks safer, protecting communities from landslides and helping vulnerable neighbors secure housing. These projects will make our community safer and healthier. I am pleased to have fought for this funding and look forward to seeing how our local governments and organizations will use these funds to make our community even stronger."**

Rep. Lieu championed funding for 14 projects that will directly benefit California's 36th District residents. These include:

- **\$1,000,000** for the **Rolling Hills Landslide Mitigation Project**
- **\$963,000** for the **Hermosa Beach Real Time Crime Center**
- **\$963,000** for the **UCLA Quantum Information Science Hub**
- **\$200,000** for the **Downtown Lomita Stormwater Project**
- **\$200,000** for the **Peck Avenue Storm Drain Infrastructure Improvement Project**
- **\$959,752** for the **City of Beverly Hills Water Resiliency Project**
- **\$959,752** for the **Culver City Stormwater Diversion Project**
- **\$469,100** for the **Cloverfield Services Center Interim Housing Program Renovations**
- **\$850,000** for the **Columbia Park Water Conservation Project**
- **\$1,000,000** for the **California Abilities Network (ICAN) Individuals With Disabilities Workforce Training Center**
- **\$500,000** for the **Lincoln Neighborhood Corridor Safety Enhancements**
- **\$1,466,279** for the **Redondo Beach Marina Dock System Replacement**
- **\$850,000** for the **Santa Monica Affordable Housing Rehab Project**
- **\$850,000** for the **Venice Beach Restroom Replacement Project**

House Democrats were successful in removing harmful extreme House Republican policies from these bills that attempted to make abortion illegal everywhere, slash efforts to fight climate change, and threaten our national security. Instead, these final bipartisan 2024 funding bills will help keep our communities safe, fight inflation, and boost our economy. Taken together, the funding for California's 36th District and the funding increases for critical government programs will continue to grow our local economy and support our communities.

Read more about each CA-36 project [here](#).



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.B

Mtg. Date: 03/25/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KARINA BAÑALES, CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: VERBAL UPDATE ON REPUBLIC SERVICES CLEANUP EVENTS

DATE: March 25, 2024

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file.

ATTACHMENTS: