



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

City Council

Monday, April 27, 2026, 7:00 PM

Regular Meeting
City of Rolling Hills

The meeting agenda is available on the City's website. The City Council meeting will be live-streamed on the City's website. View both the [agenda and the live-streamed video](#).

Members of the public may submit written comments by emailing the City Clerk's office at CityClerk@cityofrh.net. Your comments will become part of the official meeting record if received before 3pm on the meeting day. You must provide your full name, but please do not provide any other personal information that you do not want to be published.

View [recordings to City Council meetings](#) online.

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Presentations/Proclamations/Announcements**
- 5. Approve Order of the Agenda**
- 6. Blue Folder Items (Supplemental)**

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

- 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 April 27, 2026

RECOMMENDATION: Approve.

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 Minutes of April 13, 2026: City Council Regular Meeting

RECOMMENDATION: Approve as presented.

8.D. Payment of Bills

RECOMMENDATION: Approve.

8.E. Republic Services Recycling Tonnage and Complaint Reports for March 2026

RECOMMENDATION: Receive and file.

8.F. Adopt Resolution 1407 authorizing the exchange of Proposition A Funds with the Palos Verdes Peninsula Transit Authority for General Funds; and authorize the City Manager to execute the Fund Exchange Agreement

RECOMMENDATION: Approve as presented.

8.G. Reaffirm approval awarding an emergency construction contract to Pearce Concrete & Masonry, Inc. for the re-routing and repair of City Hall's water main service line in an amount not-to-exceed \$29,373, inclusive of a 5% contingency subject to minor revisions approved by legal counsel to conform insurance requirements to California Joint Powers Insurance Authority guidance; re-authorizing the City Manager to execute the agreement; and finding the project categorically exempt from the California Environmental Quality Act.

RECOMMENDATION: Approve as presented.

9. Excluded Consent Calendar Items

10. Commission Items

11. Public Hearings

12. Discussion Items

12.A. Discussion regarding the City of Rancho Palos Verdes' Emergency AM Radio Program

RECOMMENDATION: Staff seeks City Council direction on the following options:

1. Provide direction to staff to further explore participation in an emergency AM radio program in coordination with the City of Rancho Palos Verdes, including the potential development of a Memorandum of Understanding (MOU) outlining roles, responsibilities, and cost-sharing.
2. Provide direction to staff to continue monitoring the development and implementation of the emergency AM radio program in the City of Rancho Palos Verdes and return to the City Council with updates and options for consideration.
3. Provide alternative direction to staff, as determined appropriate by the City Council.

12.B. Consideration and discussion regarding the Traffic Commission's recommendation to modify the existing Rolling Hills Municipal Code overnight parking restriction ordinance for possible revisions or updates

RECOMMENDATION: Receive and file. Provide further direction to staff on whether to formally modify the Municipal Code as recommended.

13. Matters From the City Council

14. Matters From Staff

14.A. Receive and file the Code Compliance Quarterly Report for the First Quarter of 2026 (January 1 - March 31)

RECOMMENDATION: Receive and file.

15. Recess to Closed Session

16. Reconvene to Open Session

17. Adjournment

Next regular meeting: Monday, May 11, 2026 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

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

Item: 8.A.

Meeting Date: 4/27/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Approve Affidavit of Posting for the City Council Regular Meeting of April 27, 2026

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve.

Attachments:

1. CL_AGN_260427_CC_AffidavitofPosting



Administrative Report

8.A., File # 2026-76

Meeting Date: 4/27/2026

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 27, 2026

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/agendas_meetings.php https://rollinghillsca.portal.civicclerk.com/
Meeting Date & Time	APRIL 27, 2026 7:00pm Open Session

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

Christian Horvath, City Clerk

Date: April 24, 2026



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.C.

Meeting Date: 4/27/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Approve the following Minutes of April 13, 2026: City Council Regular Meeting

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve as presented.

Attachments:

1. CL_MIN_260413_CC_F



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 Dieringer presiding.

2. Roll Call

Councilmembers Present:	Pieper, Mirsch, Wilson, Mayor Dieringer
Councilmembers Absent:	Black
Staff Present:	Karina Bañales, City Manager Christian Horvath, Assistant to the City Manager / City Clerk Samantha Crew, Management Analyst Nicolas Papajohn, City Attorney

3. Pledge Of Allegiance – Councilmember Pieper

4. Presentations / Proclamations / Announcements - None

5. Approve Order of the Agenda

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

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

6. Blue Folder Items (Supplemental)

Motion by Councilmember Pieper, seconded by Councilmember Wilson to receive and file Blue Folder Item 12B. Motion carried unanimously with the following vote:

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

Mayor Pro Tem Black arrived at 7:01 p.m.

7. Public Comment on Non-Agenda Items

Public Comment: Jeanevra Calhoun

8. Consent Calendar

8.A. Approve Affidavit of Posting for the City Council Regular Meeting of April 13, 2026

- 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 Minutes of March 23, 2026: City Council Regular Meeting**
- 8.D. Payment of Bills**
- 8.E. Republic Services Recycling Tonnage and Compliant Reports for February 2026**
- 8.F. Pulled by Councilmember Mirsch**

Motion by Councilmember Pieper, seconded by Councilmember Wilson to approve the Consent Calendar with the exception of Item 8F and with a minor modification to the minutes. Motion carried unanimously with the following vote:

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

9. Excluded Consent Calendar Items

- 8.F. Adopt Resolution No. 1406 authorizing a Fiscal Year 2025-2026 Budget Modification to increase Appropriations by \$77,231 in Fund 40-949 from a transfer of General Fund Reserves for providing additional Southern California Gas Construction Services on the City Hall Emergency Backup Dual-Fuel Generator Project**

Motion by Councilmember Mirsch, Seconded by Councilmember Pieper to approve Resolution No. 1406 as presented. Motion carried unanimously with the following vote:

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

10. Commission Items - None

11. Public Hearings - None

12. Discussion Items

- 12.A. Consideration and Possible Action on Entering into a Three-Year Professional Services Agreement with John L. Hunter & Associates for TMDL Trash Monitoring and Reporting**

Presentation by Management Analyst Crew

Motion by Councilmember Mirsch, seconded by Councilmember Pieper to approve a Three-Year Professional Services Agreement with John L. Hunter & Associates. Motion carried with the following vote:

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

12.B. Consideration and possible action to adopt Resolution No. 1405 approving the ward of an emergency construction contract to Pearce Concrete & Masonry, Inc. for the re-routing and repair of City Hall's water main service line in an amount not-to-exceed \$29,373, inclusive of a 5% contingency; authorizing the City Manager to execute the agreement; and finding the project categorically exempt from the California Environmental Quality Act.

Presentation by Assistant to the City Manager / City Clerk Horvath

Public Comment: Judith Haenel

Motion by Councilmember Mirsch, seconded by Mayor Pro Tem Black to adopt Resolution No. 1405 and award the contract to Pearce Concrete & Masonry, Inc. Motion carried unanimously with the following vote:

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

13. Matters From the City Council

13.A. Consideration of the Fiscal Year 26/27 South Bay Cities Council of Governments annual membership dues

Presentation by Assistant to the City Manager / City Clerk Horvath

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to remain a member of South Bay Cities Council of Government. Motion carried unanimously with the following vote:

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

13.B. Discussion and Direction of Structure Height Standards for Williamsburg Lane

Presentation by City Manager Bañales

Public Comment: Jeanevra Calhoun

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Black to send this item to Planning Commission regarding possible height standard amendments to houses on Williamsburg Lane at a not-to-exceed height of 25 feet. Motion carried with the following vote:

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

14. Matters From Staff

14.A. Consideration of Establishing a Civic Engagement Series and Providing Direction for a 2026 Program.

Presentation by City Manager Bañales

Public Comment: Judith Haenel

Members of the City Council provided their thoughts and directed staff to solicit residents' interest or feedback regarding proposed programs.

14.B. Consideration of Authorizing the Mayor to Sign a Letter of Opposition for SB 866 (Blakespear) Regarding Housing Element Mandates specific to Homelessness

Presentation by Assistant to the City Manager / City Clerk Horvath

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Black to approve Mayor Dieringer to send a short letter of opposition. Motion carried unanimously with the following vote:

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

14.C. Update on City Council Chamber Audio/Visual and Functional Upgrades

Presentation by Assistant to the City Manager / City Clerk Horvath

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

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

Assistant to the City Manager / City Clerk Horvath provided a verbal update on the Tennis Court Improvements and FEMA Grants.

Councilmember Mirsch suggested agendizing a future item recognizing the three residents who donated use of their private tennis courts while the City Courts were undergoing construction.

15. Recess To Closed Session - None

16. Reconvene To Open Session - None

17. Adjournment: 9:09 P.M.

The meeting was adjourned at 9:09 p.m. on April 13, 2026. The next regular meeting of the City Council is scheduled to be held on Monday, April 27, 2026 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,

Bea Dieringer, Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.D.

Meeting Date: 4/27/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Payment of Bills

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve.

Attachments:

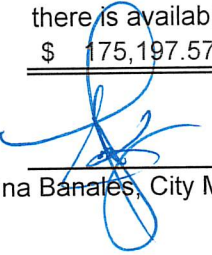
1. CL_AGN_260427_CC_PaymentOfBills

CITY OF ROLLING HILLS
AP26-020, ACH26-020
Check Run 04/22/2026

Check No.	Check Date	Payee	Description	Amount
029203	4/22/2026	County of Los Angeles	*Reissue ck - Nov 2025 LA CO PW Building & Safety	17,930.25
029204	4/22/2026	LA County Sheriff's Department	March 2026 - LASD Contract	38,145.72
029205	4/22/2026	McGowan Consulting	March 2026 - Municipal Stormwater Consulting	4,871.60
029206	4/22/2026	Palos Verdes Peninsula Unified School District	School Security Reimbursement 12-26-25 thru 02-27-26	711.29
029207	4/22/2026	South Bay Cities Council of Governments	Jan to Mar 2026 Cal Recycle Grant-SB1383	4,770.00
029207	4/22/2026	South Bay Cities Council of Governments	Oct thru Dec 2025 Cal Recycle Grant-SB1383	12,516.81
CHECK TOTAL			\$ 17,286.81	
ACH-1157	4/22/2026	Best Best & Krieger LLP	March 2026 - General Services	24,934.00
ACH-1158	4/22/2026	Best Best & Krieger LLP	March 2026 - PC_Land Use	893.00
ACH-1159	4/22/2026	Best Best & Krieger LLP	March 2026 - 79 Eastfield Drive	50.00
ACH-1160	4/17/2026	CalPERS	CalPERS Retirement Payroll Ending 03-31-26	3,583.50
ACH-1161	4/22/2026	FirstNet/AT&T Mobility	March 2026 - Code Compliance Mobile Phone	52.81
ACH-1162	4/16/2026	Forum Info-Tech. Inc./Levelcloud	March 2026 - AWS Usage	877.66
ACH-1163	4/22/2026	The Gas Company	Design 71360527-DF Generator CIP	27,217.14
ACH-1164	4/22/2026	County of Los Angeles	March 2026 Animal Care Control Costs	275.91
ACH-1165	4/22/2026	MV CHENG AND ASSOCIATES	March 2026 Monthly Accounting Services	7,193.75
ACH-1166	4/22/2026	NV5, INC.	January 2026 Services - CORH-22-11241 Flow Monitoring	2,012.16
ACH-1167	4/22/2026	NV5, INC.	March 2026 Services - CORH-22-11241 Flow Monitoring	1,540.63
ACH-1168	4/22/2026	Orkin	April 2026 Monthly Pest Control	187.00
ACH-1169	4/22/2026	Pacific Premier Bank / FNBO	Pac Prem March 2026 Cred Crd Stmt Acct#1746_Horvath	960.54

ACH-1170	4/22/2026	Pacific Premier Bank / FNBO	Pac Prem March 2026 Cred Crd Stmt Acct#4832_Banales	275.98
ACH-1171	3/25/2026	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	Postage Lease 12-27-25 to 03-26-26	557.30
ACH-1172	4/22/2026	Sterling	March 2026-Employee Background Check	63.63
ACH-1173	4/1/2026	Vantagepoint Transfer Agents - 306580	Deferred Comp Contributions PR Ending 03-31-26	1,368.29
ACH-1174	4/22/2026	Willdan Inc.	March 2026 Bldg Plan Check/Permit Project 101749.00.4000.999	3,845.00
PR LINK	4/3/2026	PR LINK - Payroll & PR Taxes PR7	Payroll Processing Fee PR#6 _03/18/26 - 03/31/26	97.31
PR LINK	4/3/2026	PR LINK - Payroll & PR Taxes PR7	Pay Period PR#6_03/18/26 - 03/31/26	20,266.29
REPORT TOTAL				175,197.57

I, Karina Banales, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of
\$ 175,197.57 for the payment of above items.


 Karina Banales, City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.E.

Meeting Date: 4/27/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Republic Services Recycling Tonnage and Complaint Reports for March 2026

Background:

On July 1, 2020, the City entered into an Amended and Restated Agreement with Republic Services for the collection, transportation, recycling, composting, and disposal of solid waste, including recyclables, green waste, bulky items, and brush. The Agreement is scheduled to expire on June 30, 2029.

As part of this partnership, the city regularly receives and reviews Recycling Tonnage and Complaint Reports from Republic Services. These reports serve several important municipal, regulatory, and community functions.

Discussion:

The primary purpose of the Republic Services Recycling Tonnage and Complaint Reports is to provide the City with oversight and transparency regarding its waste management and recycling services. These reports enable the City to monitor the volume of waste and recyclable materials collected and processed, as well as identify any recurring service issues or resident complaints. By regularly reviewing these reports, the City can ensure that Republic Services is fulfilling its contractual obligations, promptly addressing service deficiencies, and making informed decisions related to public education and operational improvements. Additionally, the reports support compliance with recycling and waste diversion, while supplying essential data for planning and reporting to regulatory agencies.

Below are highlights of the types of reports and notes included:

Recycling Tonnage Report: Documents the total weight of recyclable materials collected, helping the City measure progress toward recycling and waste diversion goals and comply with mandated requirements.

Complaint Report: Logs resident complaints related to waste and recycling services—such as missed pickups or other service issues, to enable tracking of service quality and resolution of recurring concerns.

Red Tags Report: Records instances where a "red tag" is issued at an address, indicating a violation or another issue with waste practices.

Missed Pick-Up Report: Details incidents where scheduled waste pickups were missed, including the address, date, and resolution status.

Commercial Recycling: Commercial recycling materials are hauled to various transfer facilities, with a portion separated and recovered. Recovery rates from these facilities are reported monthly and applied to servicing areas.

Greenwaste Reporting: Greenwaste data in the Non-Franchise report may fluctuate monthly due to factors like changes in customer service types, load contamination, or data entry errors.

Greenwaste and Trash - Residential Roll Off Bin

Republic Services provides on-call brush and green waste collection for Rolling Hills residents. Each residence may request one roll-off dumpster of up to 40 cubic yards per calendar year at no additional cost. The reporting of greenwaste is labeled "Greenwaste — Residential Roll Off Bin."

The report also indicates a "Trash – Residential Roll-Off Bin," which signifies that materials other than green waste were placed in these containers. It is important to note that the resident will be invoiced when this occurs.

Diversion Requirements: Under the current Agreement between the City and Republic Services, Republic Services is required to achieve a minimum annual Diversion Rate of 30% for Residential Solid Waste Collection Services, or such amount as may be set in accordance with other changes in law which mandate certain actions of programs for municipalities. The City currently achieves compliance with California's recycling and waste diversion requirements rate of at least 50% by diverting green waste (such as yard trimmings and plant matter) from landfills and incorporating it into its overall waste management program.

The Republic Services team continues to search for mixed waste options, and while they have a prospect that looks promising, they are trying to work through some issues before settling on their decision.

Red Tag Report Abbreviations

COMM: This column refers to Commercial service status. While Republic Services uses a standard red-tag reporting template across all its service jurisdictions, the City of Rolling Hills does not have commercial waste service. Therefore, entries under "COMM" are marked as "NO" for applicable red tags within the City.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Attachments:

1. VC_REP_260427_Mar_TonnageReport
2. VC_REP_260427_Mar_C&D_Report
3. VC_REP_260427_Mar_CallLog
4. VC_REP_260427_Mar_ComplaintList

5. VC_REP_260427_Mar_RedTagList



CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE 2026

Year 2026

Diversion Required

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
1	Greenwaste	89.97	89.97	-	100.00%
	Trash	169.33	-	169.33	0.00%
	Greenwaste - Residential Roll Off Bin	26.16	26.16	-	100.00%
	Trash - Residential Roll Off Bin	5.26	-	5.26	0.00%
	1 Total	290.72	116.13	174.59	39.95%
2	Greenwaste	105.57	105.57	-	100.00%
	Trash	133.77	-	133.77	0.00%
	Trash - Residential Roll Off Bin	4.65	-	4.65	0.00%
	2 Total	243.99	105.57	138.42	43.27%
3	Greenwaste	99.86	99.86	-	100.00%
	Trash	195.06	-	195.06	0.00%
	Greenwaste - Residential Roll Off Bin	4.99	4.99	-	100.00%
	Trash - Residential Roll Off Bin	12.13	-	12.13	0.00%
	3 Total	312.04	104.85	207.19	33.60%
Grand Total		846.75	326.55	520.20	38.57%

CITY OF ROLLING HILLS NON-FRANCHISE 2026

Year 2026
Diversion Required

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
1	Recycle	0.16	0.07	0.09	42.94%
	Trash	64.25	-	64.25	0.00%
	Organics	0.02	0.01	0.01	67.20%
	1 Total	64.43	0.08	64.35	0.12%
2	Recycle	0.18	0.09	0.09	50.45%
	Trash	13.48	-	13.48	0.00%
	Organics	0.02	0.01	0.01	61.64%
	2 Total	13.68	0.11	13.57	0.77%
3	Recycle	0.19	0.09	0.09	50.78%
	Trash	83.53	-	83.53	0.00%
	3 Total	83.71	0.09	83.62	0.11%
Grand Total		161.82	0.28	161.54	0.17%



Republic Services
C&D Report

City of Rolling Hills
Reporting Period March-26

Disposal Site	Material	Loads Taken	Tons Collected
*No C&D to report this month			

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



Republic Services Call Log Report

City: Rolling Hills

Year: 2026

Month/Quarter: 3

Summary of Calls by Type		
Final Call		
Final Call Type	Sub-Type	Total
*No Missed Pick-ups to Report this month	(blank)	1
*No Missed Pick-ups to Report this month Total		1
Grand Total		1



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
*No Missed Pick-ups to Report this month													

City of Rolling Hills - March 2026 Republic Services Complaint Log

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse
3/6/2026	9:10 AM	Missed Green Waste		88 Crest Rd. E.	Hernan Acevedo	Hernan Acevedo
3/6/2026	10:00 AM	Missed Trash		33 Portuguese Bend Rd.	Hernan Acevedo	Hernan Acevedo
3/6/2026	1:30 PM	Missed Trash		3 Eastfield Dr.	Hernan Acevedo	Hernan Acevedo
3/6/2026	4:50 PM	Bulky Item		14 Georgeff Rd.	Hernan Acevedo	Hernan Acevedo
3/10/2026	4:30 PM	Missed Green Waste		36 Portuguese Bend Rd.	Kash Knudson	Kash Knudson

City of Rolling Hills - March 2026 Republic Services Red Tag List

Republic Services - Red Tag List

Date of Issue	Time	Issue	Resident Name	Resident Address	Republic Response
3/27/2026	10:29 AM	Greenwaste Bins Overweight		54 Eastfield Dr.	Kash Knudson



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.F.

Meeting Date: 4/27/2026

To: City Council

From: Christian Horvath, Assistant to the City Manager / City Clerk

Thru: Karina Bañales, City Manager

Subject: Adopt Resolution 1407 authorizing the exchange of Proposition A Funds with the Palos Verdes Peninsula Transit Authority for General Funds; and authorize the City Manager to execute the Fund Exchange Agreement

Background:

The City annually receives countywide tax disbursements from Proposition A, Proposition C, Measure R and Measure M funds to be used for transportation and transit-related purposes. Proposition A and C funds are dedicated to transit and major arterial improvements; they are not eligible for use in Rolling Hills due to the roads within the City being privately owned and maintained. Measure R and Measure M funds are eligible for transportation improvement projects on public properties. In years past, the City would accumulate local return funds and solicit interest in exchanging the local return funds for General Fund monies or gift funds towards other transportation-related purposes with another public agency.

In 2019, the City exchanged Prop A funds with the Palos Verdes Peninsula Transit Authority (PVPTA). In 2021 and 2023, the City exchanged Prop A funds with the City of Beverly Hills. During the past weeks, (PVPTA) expressed interest in doing an exchange with the City of Rolling Hills for \$140,927 of accumulated Proposition A funds since 2023.

Discussion:

PVPTA staff expressed interest in an exchange of Proposition A Funds at the requested exchange rate of \$0.75 in General Funds for \$1.00 in Proposition A Funds. PVPTA proposes to use the Proposition A Local Return funding to provide transit services. Staff recommends that the City Council approve the exchange rate of \$0.75 in General Funds for \$1.00 in Proposition A funds and direct staff to prepare documents to finalize the exchange.

Fiscal Impact:

If the City Council approves the exchange, the City will receive \$105,695.25 in non-restricted General Fund revenues in exchange for \$140,927 in Proposition A restricted funds that the City is unable to

spend.

The following summarizes the disposition of Proposition A funds over the past 17 years:

Fiscal Year (FY)	Amount	Benefiting Agency	Exchange Rate	General Fund Revenue
1999/2000	\$ 40,000	Torrance	\$0.65	\$26,000
2001/2002	\$ 80,000	Torrance	\$0.65	\$52,000
2004/2005	\$ 87,475	Torrance	\$0.65	\$56,858
2007/2008	\$100,000	PVP Transit	\$0.70	\$70,000
2010/2011	\$ 65,000	Rancho PV	\$0.75	\$48,750
2012/2013	\$ 60,000	Rancho PV	\$0.75	\$45,000
2014/2015	\$ 75,000	PVP Transit	\$0.75	\$56,250
2016/2017	\$ 75,000	Rancho PV	\$0.75	\$56,250
2018/2019	\$75,000	PVP Transit	\$0.75	\$56,250
2020/2021	\$84,000	Beverly Hills	\$0.75	\$63,000
2022/2023	\$58,400	Beverly Hills	\$0.75	\$43,800
2025/2026	\$140,927	PVP Transit	\$0.75	\$105,695.25

Recommendation:

Approve as presented.

Attachments:

1. ResolutionNo1407_PropA_PVPTA_FundExchange_F

RESOLUTION NO. 1407

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROLLING HILLS AND THE PALOS VERDES PENINSULA TRANSIT AUTHORITY THAT AUTHORIZES THE EXCHANGE OF PROPOSITION “A” TRANSPORTATION LOCAL RETURN FUNDS FOR GENERAL FUNDS.

WHEREAS, the City of Rolling Hills has uncommitted Proposition “A” Funds within its reserve allocation; and

WHEREAS, Proposition “A” Funds are dedicated to transit and major arterial improvements; and

WHEREAS, the roads within the City are privately owned and maintained, and there are no, and will be no, projects within the City that are eligible for Proposition “A” Funds in the foreseeable future; and

WHEREAS, on April 13, 2026, the City received an email from the Palos Verdes Peninsula Transit Authority inquiring as to interest in an exchange of Proposition “A” Funds at the requested exchange rate of \$0.75 in General Funds for \$1.00 in Proposition “A” Funds for eligible transportation programs; and

WHEREAS, the City subsequently contacted neighboring Peninsula cities inquiring as to their potential interest in an exchange of Proposition “A” Funds and none expressed interest to the City of Rolling Hills staff; and

WHEREAS, the City of Rolling Hills desires to transfer \$140,927 of its Fiscal Years 2023-2025 Proposition A Local Return Funds to Palos Verdes Peninsula Transit Authority and in exchange the Palos Verdes Peninsula Transit Authority shall transfer \$105,695.25 of its unrestricted General Fund revenues to City of Rolling Hills; and

WHEREAS, both agencies agree that this exchange of funds would provide a benefit to both agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, AS FOLLOWS:

Section 1. The City Council approves an Agreement for the acquisition of General Funds from the Palos Verdes Peninsula Transit Authority in exchange for Proposition “A” Funds from the City of Rolling Hills. Said Agreement is hereto attached as Exhibit “A”, and is made a part hereof by reference.

Section 2. The Mayor or her representative is hereby authorized to affix her signature to this Resolution, indicating its approval.

Section 3. The City Manager is hereby directed and authorized to execute any necessary documents, including, but not limited to agreements, amendments, forms, applications, etc., to follow through with the exchange of funds.

Section 4. The City Clerk, or duly appointed deputy, is directed to attest thereto.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ON THIS 27th DAY OF April, 2026.

Bea Dieringer
Mayor

ATTEST:

Christian Horvath
City Clerk

EXHIBIT A

PROPOSITION “A” FUNDS FOR GENERAL FUNDS ASSIGNMENT AGREEMENT

This Agreement is made and entered into this 27th day of April, 2026 by and between the City of Rolling Hills and the Palos Verdes Peninsula Transit Authority, with respect to the following facts:

A. The City of Rolling Hills has accumulated \$140,927 in Proposition “A” Funds, which are dedicated to transit and major arterial improvements;

B. Proposition “A” Funds are not eligible for use in the City of Rolling Hills due to the fact that the roads are privately owned and maintained; and

C. The Palos Verdes Peninsula Transit Authority has expressed an interest in an exchange of Proposition “A” Funds at the requested exchange rate of \$0.75 in General Funds for \$1.00 in Proposition “A” Funds.

Now, therefore, in consideration of the mutual benefits to be derived by the parties, it is mutually agreed as follows:

1. Scope of Agreement.

a. The City of Rolling Hills and the Palos Verdes Peninsula Transit Authority agree that the City will assign \$140,927 of its uncommitted Proposition “A” Funds (at the requested exchange rate of \$0.75 in General Funds for \$1.00 in Proposition “A” Funds) to Palos Verdes Peninsula Transit Authority in exchange for Palos Verdes Peninsula Transit Authority assigning \$105,695.25 of its uncommitted General Funds to the City of Rolling Hills.

b. The City of Rolling Hills and Palos Verdes Peninsula Transit Authority shall assign the agreed upon funds identified in this Section in one payment no later than June 30, 2026.

2. Term.

This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

3. Termination.

Termination of this Agreement may be made by either party before the due date for payment referenced in Section 1 of this Agreement so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination.

4. Notices.

Notices shall be given pursuant to this Agreement by personal service or written notice deposited in the custody of the United States Postal Service as follows:

- a. Karina Bañales, City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
- b. Martin Gombert, Administrator
Palos Verdes Peninsula Transit Authority
P.O. BOX 2656
Palos Verdes Peninsula, CA 90274

5. Assurances. Palos Verdes Peninsula Transit Authority shall use the assigned Proposition "A" funds only for the funds' intended purposes including but not limited to transit and major arterial improvements.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers, duly authorized, on the day and year written above.

CITY OF ROLLING HILLS

PALOS VERDES PENINSULA TRANSIT AUTHORITY

Karina Bañales, City Manager

Administrator

ATTEST:

ATTEST:

Christian Horvath, City Clerk

Approved as to Form:

Approved as to Form:

Nicholas Papajohn, City Attorney

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

The foregoing Resolution No. 1407 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROLLING HILLS AND THE PALOS VERDES PENINSULA TRANSIT AUTHORITY THAT AUTHORIZES THE EXCHANGE OF PROPOSITION “A” TRANSPORTATION LOCAL RETURN FUNDS FOR GENERAL FUNDS.

was approved and adopted at a regular meeting of the City Council on April 27, 2026 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christian Horvath
City Clerk



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.G.

Meeting Date: 4/27/2026

To: City Council

From: Christian Horvath, Assistant to the City Manager / City Clerk

Thru: Karina Bañales, City Manager

Subject: Reaffirm approval awarding an emergency construction contract to Pearce Concrete & Masonry, Inc. for the re-routing and repair of City Hall's water main service line in an amount not-to-exceed \$29,373, inclusive of a 5% contingency subject to minor revisions approved by legal counsel to conform insurance requirements to California Joint Powers Insurance Authority guidance; re-authorizing the City Manager to execute the agreement; and finding the project categorically exempt from the California Environmental Quality Act.

Background:

In March 2023, City staff observed signs of water near the City Hall ADA parking space in the northwest section of the rear parking lot near the service meter. At that time, the City utilized an approved vendor, Stephens Plumbing, to detect the location, assess, and repair. After excavation, the pinhole leak was found approximately 8 feet below grade, repaired, backfilled, compacted, and re-paved over the course of one week. The final costs for parts and labor were \$23,569.70.

In October 2024, City Staff observed signs of water near the installation of the City Hall siren pole in the rear parking lot. Again, the City utilized an approved vendor, Stephens Plumbing, to detect the location, assess, and repair. During detection/excavation, two pinhole leaks were found. The first was in the riser adjacent to the building, approximately 6 feet below grade, and the second was under the asphalt near the air conditioning condenser units, approximately 6.5 feet below grade. Both were repaired, backfilled, compacted, and re-paved over the course of two weeks. The final costs for parts and labor were \$23,485.40.

At that time, Stephen's representative recommended that the City consider rerouting the water main line in the future, as continued development of pinhole leaks in the aging pipes would lead to multiple costly repairs over time.

In late January 2026, City staff observed that recent signs of water on the pavement in City Hall's rear parking lot were causing the water meter to spin irregularly, denoting another water main leak. Based on the aforementioned advice and in consideration of future-proofing the water main to avoid further leaks, staff requested quotes for rerouting the water main in a more direct, linear-foot route alongside City Hall, at a more reasonable industry-standard depth of 18" to 24".

Staff solicited multiple quotes, including from approved city vendors. After receipt of multiple estimates and further consultation with the City Attorney's office, it was determined that projects over \$1,000 must comply with prevailing wage requirements for public works, and those over \$15,000 must comply with California's Department of Industrial Relations (DIR) registration and reporting requirements.

On April 13, 2026, an item was presented to City Council for adoption of Resolution No. 1405 (Attachment A) and awarding of an emergency contract (Attachment B). The City Council unanimously adopted the resolution and approved a contract with not-to-exceed amount of \$29,373 with Pearce Concrete & Masonry, Inc.(including a 5% contingency).

Discussion:

After the City Council approved the contract on April 13, 2026, it was determined that the document's insurance requirements exceeded the recommendations of the California Joint Powers Insurance Authority (CJPIA).

Original Contract Language (Attachment B):

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) **General Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate** for bodily injury, personal injury and property damage; (2) **Automobile Liability: \$5,000,000 per accident** for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

CJPIA Recommendations:

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than **\$1,000,000 per occurrence, \$2,000,000 general aggregate**, for bodily injury, personal injury, and property damage, and a **\$2,000,000 completed operations aggregate**. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount **not less than \$1,000,000 combined single limit for each accident**.

To correct the contract, the City Attorney has recommended bringing the item back to the City Council for a re-affirmation of approval of awarding an emergency construction contract to Pearce Concrete & Masonry, Inc. for the re-routing and repair of City Hall's water main service line, subject to minor revisions approved by legal counsel to conform insurance requirements to California Joint Powers Insurance Authority guidance.

Staff will publish the amended contract as a supplemental blue folder item by Monday, April 27, 2026, and recommends approval of the minor revisions, reauthorizing the City Manager to execute the agreement, and finding the project categorically exempt from the California Environmental Quality

Act.

ENVIRONMENTAL REVIEW

The approval of the construction contract to Pearce Concrete & Masonry Inc. is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15301 [Class 1]. Class 1 applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Here, the project proposes to construct site and plumbing improvements to support the replacement of an existing water main at Rolling Hills City Hall. Further, none of the exceptions outlined in State CEQA Guidelines section 15300.2 apply. Thus, the project fits within the Class 1 exemption, and no further environmental review is required.

Fiscal Impact:

The project has a not-to-exceed amount of \$29,373 (including a 5% contingency). This remains unchanged.

Recommendation:

Approve as presented.

Attachments:

1. Attachment A - ResolutionNo1405_CityHallWaterMain_EmergencyRepair_F_E
2. Attachment B - CA_AGR_260413_PearceC&M_CHWaterMain_EmergencyContract_F_E

RESOLUTION NO. 1405

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS FINDING AND DECLARING THAT AN EMERGENCY CONDITION EXISTS ARISING FROM DAMAGE TO THE CITY HALL WATER MAIN LOCATED AT 2 PORTUGUESE BEND ROAD AND AUTHORIZING EMERGENCY RELOCATION AND REPAIR TO THE WATER MAIN WITHOUT PUBLIC BIDDING

RECITALS

A. Sections 22035 and 22050 of the Public Contracts Code authorize the City of Rolling Hills ("City") to proceed with awarding a public works contract to perform emergency work upon adoption by the City Council by a four-fifths vote of a resolution declaring that the public interest and necessity demand the immediate expenditure of public funds to safeguard life, health, or property;

B. The City Hall water main service located at 2 Portuguese Bend Road ("water main") is in need of emergency relocation/repair as a result of water leaking approximately six to eight feet below the asphalt pavement in the parking lot;

C. This represents the third City Hall water main leak in less than three years with the previous two repairs being significant in costs to the City;

D. Due to the original, aged service line depths, it is warranted to re-route a new service line at 18" to 24" depth with the majority of the linear footage in the landscaped area adjacent to City Hall;

E. The repairs are necessary to preserve the health, safety and welfare of the City;

F. The need for repair of the City's water main requires immediate action that will not permit undergoing the formal competitive bidding process because the leak appears to be growing, releasing a larger volume of water, and increasing the City's utility bill;

G. The Assistant to the City Manager solicited proposals from Pearce Concrete & Masonry, Inc., Stephens Plumbing, Tier One Mechanical, Inc., Verne's Plumbing and Carney Engineering Construction, Inc. and received written acceptable proposals to perform the emergency work from all, and the City now wishes to award an emergency contract for repair of the City's storm drain to Pearce Concrete & Masonry, Inc.;

H. Public Contract Code section 22050 also provides that the City Council may, by resolution, delegate the authority to order any action required by the emergency and to procure the necessary equipment, services, and supplies for those purposes,

without giving notice for bids to let the contracts, to the City Manager, her designee, or any other officer.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

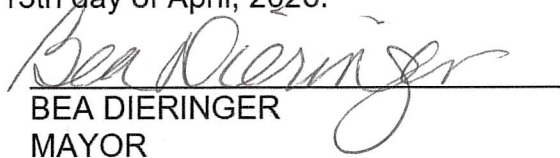
Section 1. Recitals. The above recitals are true and correct.

Section 2. Findings. The City Council finds that the public interest and necessity demand the immediate expenditure of public funds for emergency work for the repair of the City's water main to safeguard life, health and property. The City Council further finds that the emergency will not permit a delay that would result from a competitive solicitation for bids and that action is necessary to respond to the emergency related to the damaged condition of the City's water main. The City Council further finds that based on the foregoing, the approvals herein authorized are necessary to protect the public health, safety and welfare.

Section 3. Award of Contract; Delegation of Emergency Contracting Authority. A contract to perform the necessary emergency repair work to the City's water main is hereby awarded to Pearce Concrete & Masonry Inc. for \$27,974.00 and the City Manager, or her designee, is hereby authorized to execute said contract, and to order any other action required to remedy the emergency relating to the damaged condition of the City's water main, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The City Manager, or her designee, is directed to report to the City Council at the next regularly scheduled meeting and at every meeting thereafter until the action is terminated to determine if there is a need to continue the action.

Section 4. Effective Date. This Resolution shall be effective immediately.

PASSED, APPROVED, AND ADOPTED this 13th day of April, 2026.


BEA DIERINGER
MAYOR

ATTEST:


CHRISTIAN HORVATH
CITY CLERK

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

The foregoing Resolution No. 1405 entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS FINDING AND DECLARING THAT AN
EMERGENCY CONDITION EXISTS ARISING FROM
DAMAGE TO THE CITY HALL WATER MAIN LOCATED
AT 2 PORTUGUESE BEND ROAD AND AUTHORIZING
EMERGENCY RELOCATION AND REPAIR TO THE
WATER MAIN WITHOUT PUBLIC BIDDING**

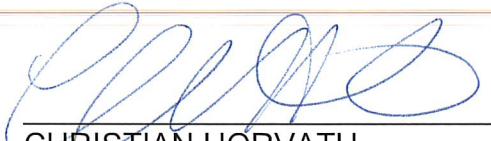
was approved and adopted at a regular meeting of the City Council on the 13th day of
April 2026, by the following roll call vote:

AYES: Mirsch, Wilson, Pieper, Black, Mayor Dieringer

NOES:

ABSENT:

ABSTAIN:



CHRISTIAN HORVATH
CITY CLERK

CITY OF ROLLING HILLS
EMERGENCY CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ROLLING HILLS
AND PEARCE CONCRETE & MASONRY, INC.

WATER MAIN RE-ROUTING REPAIRS

1. PARTIES AND DATE.

This Contract is made and entered into this 13TH day of April, 2026 by and between the City of Rolling Hills, a public agency and public corporation of the State of California ("City") and PEARCE CONCRETE & MASONRY, INC., a California corporation, with its principal place of business at 841 Van Ness Ave, Torrance CA 90501 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing storm drain related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: A.

2.3 Project. City desires to engage Contractor to render such services for the 2026-01 City Hall Water Main Re-Routing Repairs("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment Bond (Exhibit "F")
- Fleet Compliance Certification. (Exhibit "G")

- Addenda
- Change Orders executed by the City
- Latest Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to

substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 5 working days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **Five Hundred (\$500)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who

fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Twenty Seven Thousand Nine Hundred Seventy Four (\$27,974) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All

Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from

progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one

acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality.

Contractor shall fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (Air District) and/or California Air Resources Board (CARB). Although the Air District and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by Air District and CARB to include any item of equipment with a fuel-powered engine.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and any subcontractors' fleet including, without limitation, all Certificates of Reported Compliance, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall indemnify City against any fines or penalties imposed by Air District, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her

written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to

herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$5,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased,

hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages.

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage.

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided

by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton

Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Pearce Concrete & Masonry, Inc
841 Van Ness Ave., Torrance, CA 90501
Attn: Shawn Taylor

CITY:

City of Rolling Hills
2 Portuguese Bend Rd
Rolling Hills, CA 90274
Attn: City Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.17.10 Laws and Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in the Superior Court of California for the County of Los Angeles, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects..

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR EMERGENCY CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ROLLING HILLS
AND PEARCE CONCRETE & MASONRY, INC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 13th day of April, 2026.

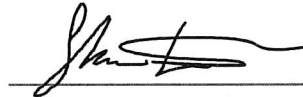
CITY OF ROLLING HILLS

By: _____


City Manager

PEARCE CONCRETE & MASONRY, INC.

By: _____



Its: _____

Printed Name: Shawn Taylor

CSLB License No. 785270
Classification A, C21, C29

ATTEST:

By: _____


City Clerk

EXHIBIT "A"

SERVICES / SCHEDULE

WATER MAIN:

Demo - Sawcut and demo asphalt at parking lot crossing. Protect trench with steel plates.
Trenching and Backfill - Trench from water meter to planter at NW corner of building. Shade pipe with imported sand soil. Backfill and compact remaining trench with native soil. 45 LF Shade all pipe, with imported sand soil, in planter surrounding building. 70 LF. All other trenching and backfill in planter NOT included. Furnish and install 2" Type K Copper water line from meter to POC on building. 115 LF

EXHIBIT "B"
PLANS AND SPECIFICATIONS



EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

PEARCE CONCRETE & MASONRY, INC.

By: 
Signature

Shawn Taylor
Name (Print)

Project Manager
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: Pearce Concrete & Masonry

DIR Registration Number: PW-LR-1000928932

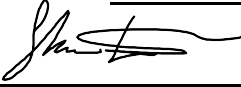
DIR Registration Expiration: 6/30/26

Small Project Exemption: Yes or No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor Pearce Concrete & Masonry

Signature 

Name and Title Project Manager

Dated 4/7/26 

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”
PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Rolling Hills (hereinafter designated as the "City"), by action taken or a resolution passed April 13, 2026 has awarded to PEARCE CONCRETE & MASONRY, INC. hereinafter designated as the "Principal," a contract for the work described as follows:

2026-01 City Hall Water Main Re-Routing Repairs (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated April 13, 2026 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement

herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2026.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

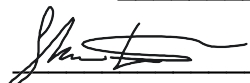
Signer(s) Other Than Named Above

Exhibit G
Fleet Compliance Certification.

Contractor hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Contractor hereby certifies, subject to penalty for perjury, that the option checked below relating to the Contractor's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Contractor and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Contractor shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Contractor shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Contractor : Pearce Concrete & Masonry

Signature: 

Name: Shawn Taylor

Title: Project Manager

Date: 4/7/26



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.A.

Meeting Date: 4/27/2026

To: City Council
From: Samantha Crew, Management Analyst
Thru: Karina Bañales, City Manager
Subject: Discussion regarding the City of Rancho Palos Verdes' Emergency AM Radio Program

Background:

The City of Rancho Palos Verdes (RPV), through its Emergency Preparedness Committee (EPC), initiated exploration of a localized emergency AM radio station to provide continuous, reliable communication during emergencies. Testing demonstrated that a low-power AM station operating on the 1680 kHz frequency could provide broad coverage across the Palos Verdes Peninsula, with approximately 95% signal reach.

As part of this effort, RPV identified Ridgecrest Intermediate School as the preferred site for an emergency broadcast radio transmitter. The location was selected for its central position on the Peninsula and high elevation, which improves signal propagation. Recently, RPV entered into a Memorandum of Understanding (MOU) with the Palos Verdes Peninsula Unified School District (PVPUSD) to utilize the school property for the installation and operation of the system.

AM radio remains a resilient communication tool, as most vehicles and many handheld emergency radios are equipped to receive AM broadcasts, even during widespread infrastructure disruptions. This capability allows residents, particularly those evacuating, to access real-time emergency information when other communication systems are unavailable. As a result, RPV has proceeded with implementing this system and has engaged regional partners to assess potential interest in a broader Peninsula approach.

Discussion:

The city of RPV has shared that the proposed emergency AM radio system would function as a redundant communication layer, complementing existing tools such as Alert SouthBay and the City's outdoor emergency siren system. The system would provide an additional communication pathway when the internet and cellular-based systems are unavailable.

The system would allow for:

- Continuous broadcast of emergency messaging during outages

- Pre-recorded preparedness messaging during non-emergency periods
- Live or remote message updates through multiple upload methods (internet, radio frequency, or manual access)
- Coverage accessible via standard vehicle and handheld radios

In addition to its core functionality, the emergency AM radio system can support both preparedness and real-time response operations. During non-emergency periods, the system can broadcast pre-recorded preparedness messaging, public safety reminders, and information about emergency-related programs and events. During an incident, authorized personnel can upload live or pre-recorded emergency messages to provide timely updates to the public.

To support operational readiness, the system would require the development of internal procedures, including message templates, protocols for activation, and staff training. These materials are typically incorporated into the Emergency Operations Center (EOC) Public Information Officer (PIO) functions to ensure rapid, coordinated communication during emergencies.

Operations and Maintenance Considerations:

If implemented, the system would require ongoing operational oversight to ensure readiness. This may include periodic testing, maintaining a continuous loop message identifying the station as an emergency resource, and updating content with seasonal preparedness messaging or relevant public safety information.

Responsibility for system management would fall within the City's Emergency Services Coordinator (ESC) function, with support from trained staff during activations. Establishing clear roles and responsibilities for message development, approval, and dissemination would be critical to the effective use of the system during emergencies.

In coordinated systems, advance notice is typically provided for non-urgent messaging to ensure alignment across agencies, while urgent life-safety messaging may be disseminated immediately with follow-up coordination.

Technology:

While modern communication systems continue to advance, many rely on power, cellular networks, and internet connectivity, all of which can be disrupted during major disasters. In contrast, AM radio remains a simple and highly resilient technology that has consistently proven reliable in emergency conditions. Its ability to function with minimal infrastructure and be received by standard vehicles and weather/emergency battery-powered radios makes it a dependable communication tool when more advanced systems are unavailable.

The system infrastructure may also include redundant components, such as antennas and backup power sources to ensure continued operation during outages, further reinforcing its reliability as a communication tool when other systems fail.

Public Awareness and Outreach Considerations:

The effectiveness of an emergency AM radio system is highly dependent on public awareness. Outreach efforts would be necessary to ensure residents know when and how to access the station during an emergency. Typical strategies include integration into City communication platforms such as the Blue Newsletter, website, and the Block Captain program, as well as physical signage along evacuation routes and at key community locations.

Outreach materials and messaging should also be incorporated into emergency plans, training

materials, and public education efforts to reinforce familiarity with the system before an incident occurs.

At this time:

- Rancho Palos Verdes is moving forward with implementation (see RPV staff reports in Attachments A and B).
- Rolling Hills Estates and Palos Verdes Estates have indicated they will not participate at this time.

The City of Rolling Hills has not committed to participation and is seeking additional information related to the program's structure, responsibilities, and potential costs.

If Rolling Hills were to participate, it would likely involve:

- Entering into a Memorandum of Understanding (MOU) with Rancho Palos Verdes and Palos Verdes Peninsula Unified School District
- Coordinating on messaging protocols and system access
- Participating in a cost-sharing structure for installation and potentially future expansion, FCC licensing, and maintenance (current and future)
- Integrating the system into the City's broader emergency communications framework
- Ensuring all staff are cross-trained in understanding the radio system

Additional Consideration:

Even if Rolling Hills does not participate, residents would still be able to access the AM radio station, as the broadcast signal is expected to cover much of the Peninsula. However, without participation, messaging would be limited to content developed by Rancho Palos Verdes and may not reflect Rolling Hills-specific conditions, priorities, or localized emergency information. Participation would enable the City to directly input and control messaging for Rolling Hills residents, ensuring more tailored, timely, and jurisdiction-specific communication during emergencies.

The emergency AM radio program represents a potential opportunity to enhance the City's emergency communication capabilities through a resilient, low-tech system that remains functional during widespread outages.

Clarification – Under the Radio Access section of the RPV staff report (Attachment B), the last paragraph states that a draft MOU is currently under review by the Peninsula cities. This reference pertains to the MOU between the City of Rancho Palos Verdes and the Palos Verdes Peninsula Unified School District, which is included as an attachment to the RPV staff report (Attachment A). At this time, there is no existing MOU between the City of Rancho Palos Verdes and the Peninsula cities regarding the emergency radio program.

Conclusion:

Staff recommends that the Council use this opportunity to discuss the program, ask questions, and provide direction on next steps. To assist in this discussion, staff has provided options outlining potential paths forward. The City Council may also provide alternative direction should it wish to pursue a different approach or level of involvement.

Fiscal Impact:

The total one-time installation cost for the emergency AM radio system is currently estimated at approximately \$32,000. If Rolling Hills elects to participate, the City's share of the cost will be dependent on the final program structure and any future participation by other agencies.

At this time:

- No funding has been allocated for this project in the City's upcoming Emergency Preparedness budget
- Ongoing maintenance costs are expected to be minimal but have not been fully defined
- Any financial commitment would be brought back to Council for consideration as part of a future agreement

Recommendation:

Staff seeks City Council direction on the following options:

1. Provide direction to staff to further explore participation in an emergency AM radio program in coordination with the City of Rancho Palos Verdes, including the potential development of a Memorandum of Understanding (MOU) outlining roles, responsibilities, and cost-sharing.
2. Provide direction to staff to continue monitoring the development and implementation of the emergency AM radio program in the City of Rancho Palos Verdes and return to the City Council with updates and options for consideration.
3. Provide alternative direction to staff, as determined appropriate by the City Council.

Attachments:

1. Attachment A - CL_AGN_260427_CC_RPVEmergRadioStaffReport_260317
2. Attachment B - CL_AGN_260427_CC_RPVEmergRadioStaffReport_260421

**CITY COUNCIL
AGENDA REPORT**

MEETING DATE: 03/17/2026
AGENDA HEADING: Consent Calendar

AGENDA TITLE:

Consider installing and operating a Citywide emergency AM radio station.

RECOMMENDED COUNCIL ACTION:

- (1) Approve the installation and operation of a Citywide emergency AM radio station, including installing three antennas, a 10-foot tall antenna to the roof at City Hall; a 27-foot tall antenna to the auditorium roof and a 10-foot tall antenna at Ridgecrest Intermediate School, to communicate critical emergency response and preparedness information to the Rancho Palos Verdes community;
- (2) Authorize the City Manager to sign the Memorandum of Understanding (MOU) between the City of Rancho Palos Verdes and the Palos Verdes Peninsula Unified School District (PVPUSD) to install and operate the emergency AM radio station and associated equipment, including a 27-foot and 10-foot tall antenna, at Ridgecrest Intermediate School; and,
- (3) Direct staff to return with a recommended radio station name for City Council consideration at a future meeting.

FISCAL IMPACT: The installation of an AM radio station will require a one-time cost of approximately \$32,000, which includes equipment, installation, and backup power to operate the radio during an outage. Sufficient funds are available in the Fiscal Year (FY) 2025-26 Budget and no additional appropriation is requested. */R*

Amount Budgeted:	\$71,500
Additional Appropriation:	N/A
Account Number(s):	101-400-1430-5101 <i>/R</i>

ORIGINATED BY: Lubna Mohammad, Emergency Management Coordinator *LM*

REVIEWED BY: Catherine Jun, Deputy City Manager *CJ*

APPROVED BY: Ara Mihranian, AICP, City Manager *AM*

ATTACHED SUPPORTING DOCUMENTS:

- A. MOU with Palos Verdes Peninsula Unified School District (Page A-1)
- B. Cost proposal for AM Emergency Radio Station (Page B-1)

BACKGROUND

Major disasters such as earthquakes, landslides, and wildfires are often accompanied by concurrent outages of power, internet, and/or cell service. These utility outages pose numerous public safety risks, primarily the loss of all communication capabilities. Among the key takeaways from the Palisades Fire in 2025, particularly in the City of Malibu, was the loss of such capabilities and the community's subsequent reliance on a local AM emergency radio station to obtain critical information about the status of the fire, its extent, and evacuations orders routes. This was particularly useful, as most automobiles in the United States are equipped with an AM radio, and the AM band is a feature of most weather and emergency handheld radios. Thus, most residents, including those who are actively evacuating, were able to tune in to receive updates, even during outages.

Testing

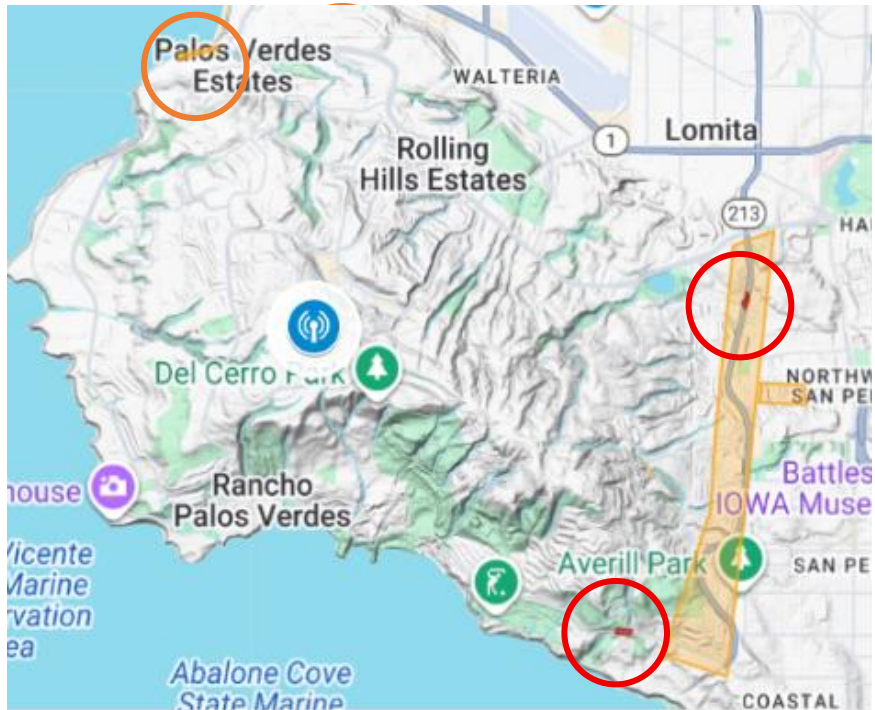
In light of the recent fires, the Emergency Preparedness Committee (EPC) began considering the feasibility of the City deploying its own emergency AM radio station, given its high risk of wildfire, landslides, and other hazards that can cut off wireless, cellular, and landline communication. The EPC, with the support of City Staff, hired Information Station Specialists (ISS), to further explore its feasibility. ISS conducted a radio frequency search to identify any available AM radio frequencies on the Palos Verdes Peninsula and found one on the 1680 kHz AM band.

The City then completed an FCC license application to reserve that frequency for a period of one year, starting May 3, 2025. City Staff, EPC, and ISS then identified Ridgecrest Intermediate School as the most likely site to successfully accommodate an emergency broadcast radio transmitter that could cover nearly the entire Peninsula. This location was chosen due to its central location for the Peninsula, high altitude (which increases signal propagation), distance from other antennas, and large flat roof of the school's auditorium building, where the antenna could be installed. Following discussions with PVPUSD, the City's request to utilize the Ridgecrest Immediate School Auditorium to test the range of the radio station's coverage was accepted.

EPC and HAM radio members conducted this test, with the assistance of PVPUSD and ISS, utilized their car radios, NOAA radios, and/or other equipment to test the clarity of the broadcast. The test, broadcasting at the legal limit of 10 watts, demonstrated that the radio station could cover over 95% of the Peninsula.

Signal levels were lower along the outer edges of the Peninsula to the north and west ends of Palos Verdes Estates, along the southeast borders of Rancho Palos Verdes, and along the eastern border with San Pedro. Despite the lower signal levels, the broadcast was still easy to understand. The handheld radio signal performance was weaker, due to their smaller antennas but generally understandable enough to receive emergency guidance when required.

Even in areas with weak signals (indicated with a yellow highlight and circle on the map to the right) the broadcast could be heard with 60% noise in the background, which is still intelligible enough to be understood in the event of a real emergency. Two small areas highlighted and circled in red along a sliver of Palos Verdes Drive South and Western Avenue, were the only areas where the broadcast was unintelligible. The station could easily be heard north into Torrance on Sepulveda and Hawthorne Boulevards without any impediments.



Based on the results of the testing, the City Council is now being asked to consider establishing a Citywide emergency AM radio station to communicate critical emergency response and preparedness information to the Rancho Palos Verdes community as discussed in the next section.

DISCUSSION

Radio Equipment

The radio antenna needed to operate the AM radio station is approximately 27 feet tall. It transmits at 10 watts and has a reach of 5-10 miles. Radio equipment will be mounted in the boiler room of the Ridgecrest Intermediate School and connected to the antenna that allows pre-recorded looped messaging along with live recordings and can be left on 24/7. Messages can be uploaded via internet, digital radio, or manually through a flash drive. Furthermore, when the City is not in a state of emergency, looped messages can include emergency preparedness tips or information about upcoming emergency prep events or programs.



To ensure functionality of back up message uploading via digital radio, two 10-foot-tall antennas will be installed; one at the northeast corner of the roof over City Hall and the other at Ridgecrest Intermediate School located as close as possible to the permanent location of the broadcast equipment.

Radio Installation

The City will coordinate with ISS to complete all installation work after the City and PVPUSD execute a MOU for the installation, maintenance, and operation of the AM radio. Installation will include the cabinet for radio equipment, antenna installations, and permitting and inspection requirements through the City's Building and Safety Division. PVPUSD will be responsible for checking with the Division of State Architecture to complete any of their inspection or construction requirements and correspond with the City accordingly. PVPUSD will also ensure the room holding the radio equipment is weatherproof.

Maintenance

While there are no ongoing maintenance fees for the radio, the City will complete an FCC renewal every 10 years and perform any repairs as needed.

Back Up Power

While Rancho Palos Verdes City Hall has a backup power system, Ridgecrest Intermediate School does not. To ensure the continuous functionality of the radio during power outages, an Uninterruptable Power Supply (UPS) will be purchased and installed by the City for Ridgecrest Intermediate School. A UPS is capable of supplying power for at least 72 hours, allowing enough time to transport and connect a small portable generator, should the power outage continue beyond the 72-hour time frame. Furthermore, the City has several small generators that can be deployed during an emergency to ensure the radio station remains operational.

Radio Use Protocol

Upon installation, the radio station will continuously broadcast a pre-recorded message on a 24-hour loop identifying the radio station as an emergency channel for the City and PVPUSD.

The primary method for uploaded pre-recorded or live messaging to the radio station will be through the internet, allowing authorized users to remotely add or update messaging. However, recognizing that internet service may be disrupted during a major disaster, a secondary upload method will be available through a digital radio connection operating on the 470 MHz band and using 50-watt radios at City Hall and Ridgecrest Intermediate School. Finally, if both the internet and digital radio connections are unavailable, messaging may be uploaded directly to the broadcast unit at Ridgecrest Intermediate School, by inserting a USB drive containing the message. This is the only instance where physical access would be needed at the facility to upload messaging.

Radio Messaging

The City and PVPUSD leadership will have full access to the radio station and may upload pre-recorded messages or live recordings under the following circumstances:

- A potential or active hazard posing a threat to life or property.
- Emergency-related information, including preparedness, mitigation, response, and/or recovery messaging.
- Announcements of events or programs related to disasters, emergencies, or hazards.

To ensure coordination, newly uploaded messages or recordings should be shared between the City and PVPUSD at least 48 hours in advance by one of the following representatives or their designees for each entity:

- PVPUSD Superintendent or Assistant Superintendent
- Rancho Palos Verdes City Manager, Deputy City Manager, or Emergency Management Coordinator

When messaging pertains to immediate life-safety matters, advance notice is not required; however, every reasonable effort should be made to notify the individuals listed above as soon after the message is uploaded.

Radio Access

PVPUSD will provide City leadership with keys granting access to the room housing the radio equipment, which also provides access to the antennas. This access will allow authorized City personnel to manually upload emergency messaging to the radio station when necessary and perform any required maintenance or repairs.

In the event a neighboring jurisdiction wishes to utilize the emergency radio station for disaster-related messaging, that jurisdiction must submit its proposed message to City leadership for review and approval. If approved, the messaging will be shared with PVPUSD's leadership and uploaded by the City in accordance with the process described above and an established fee.

PVPUSD MOU Approval

On February 25, 2026 the PVPUSD Board approved and signed the MOU, which is under Attachment A and presented tonight for City Council's consideration in order to effectuate this Project.

Radio Station Name

At this time, a name has not been selected for the radio station. Prior to going live, an item will be brought back to the City Council to consider the name of the radio station (i.e. AMRPV, Radio RPV, RPV Emergency AM Radio: 1680 AM).

ADDITIONAL INFORMATION:

Next Steps

Upon approval by City Council and completion of all signatures on the MOU, City Staff will purchase the radio equipment and work with PVPUSD to get all installation work completed. The process should take approximately one month, with the actual installation requiring one to two days. To ensure compliance with the City's FCC license, the radio station must be live by May 3, 2026.

The Vendor will then provide radio use training to City and PVPUSD leadership and coordinate the recording of pre-scripted messaging. The City will also work with PVPUSD to sign any facility access agreements to receive keys to the radio location at Ridgecrest Intermediate School. The radio station will then go live and will be incorporated into City emergency plans and outreach material as a communications tool.

The total cost to install the AM radio station is approximately \$32,000 (Attachment B). Sufficient funds are budgeted in the Emergency Preparedness program budget for FY 2025-26. No additional appropriation is requested.

Peninsula Cities

In late 2025, the City engaged the other three Palos Verdes Peninsula cities to gauge their interest in participating in this project and contributing towards the installation cost. At that time, the three Peninsula cities indicated that they would be willing to discuss participation in the future and to proceed without their participation at this time. It should be noted that if approached by the other three Peninsula cities to participate or to use the system for messaging, a fee or cost share formula will be established.

CONCLUSION:

Installing an emergency radio station for the City enhances communication capabilities during emergencies, strengthening response capabilities and protecting public safety. The City Council is recommended to approve installing the emergency radio station, including associated antennas and equipment, and authorizing the City Manager to sign the MOU between the City and PVPUSD.

ALTERNATIVES:

In addition to the Staff recommendation, the following alternative actions are available for the City Council's consideration:

1. Do not approve the installation of the emergency radio station and subsequent MOU.
2. Take other action, as deemed appropriate.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF RANCHO PALOS VERDES AND THE PALOS
VERDES PENINSULA UNIFIED SCHOOL DISTRICT TO
OPERATE AN EMERGENCY RADIO STATION AT
RIDGECREST INTERMEDIATE SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is effective as of _____, 2026, between the CITY OF RANCHO PALOS VERDES, a general law city & municipal corporation ("City") and the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("School District"). These entities may be referred to collectively or individually as "Parties" or "Party."

RECITALS

- A. The Parties have identified a mutually beneficial opportunity to deliver essential public safety and emergency information to the community.
- B. Major disasters, like earthquakes, landslides, and wildfires are often accompanied by concurrent outages of utilities, internet, and cell service and requiring alternative means of communicating emergency information to ensure public safety.
- C. Emergency radio stations have proven themselves to be valuable tools for communicating emergency information when power and cell service do not work, as shown during the Palisades Fire in 2025. Since most automobiles in the United States are equipped with an AM band radio, and the AM band is a feature of most weather and emergency handheld radios, most residents were able to tune in easily to receive updates, even during cell service and power outages.
- D. Per recommendations from the Rancho Palos Verdes Emergency Preparedness Committee (EPC), the City worked with the School District and a radio vendor (Information Station Specialists) to identify Ridgecrest Intermediate School as an ideal location for an emergency radio station, based on its altitude on the Palos Verdes Peninsula.
- E. Radio testing found that while broadcasting at the legal limit of 10 watts, the broadcast could be heard and understood in approximately 95% of the Palos Verdes Peninsula, along with portions of cities surrounding the Peninsula, up to 10 miles away from the radio.
- F. The City applied for and received an FCC license for 1680 kHz on the AM band on May 3, 2025, and has a year from this date to install the radio.
- G. The Emergency Radio station equipment includes a 27-foot-tall antenna, with a 1.5" diameter at the base, tapers up to ½" at the very top, and weight and lightning arrestors, that must be placed on a flat roof, along with a temperature resistant broadcast box connected to the antenna, held in a separate weather resistant room.

- H. To ensure the functionality of the radio during power outages, an Uninterruptable Power Supply (UPS) will be purchased by the City and utilized to provide backup power to the radio equipment at Ridgecrest Intermediate School in the event of a power outage. The UPS can supply power for 72 hours, at which point the City will bring in its portable generators to recharge the UPS as needed.
- I. The radio station allows pre-recorded looped messaging along with live recordings and can be left on 24/7. Messages can be uploaded remotely via internet or digital radio, or manually at the antenna locations through a flash drive.
- J. The digital radio upload method requires two 10-foot antennas, one antenna needs to be placed at the northeast corner of the roof over City Hall and the other to be placed on the roof of Ridgecrest Intermediate School to be as close as possible to the permanent location of the Broadcast Equipment. The digital radio upload method also requires configuring a WSIE706 back up link with the MGR. 021 message player.

AGREEMENT

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

- 1. Recitals Incorporated. The recitals are incorporated by reference and made a part of this MOU.
- 2. Purposes. The purposes of this MOU are to cooperatively manage the Rancho Palos Verdes Emergency Radio Station.
- 3. Initiation and Termination.
 - (a) Initiation of MOU. Upon approval by both the School District and City, this MOU will become effective.
 - (b) Termination. The MOU will remain in effect from the Effective Date until termination by either party. For either party to terminate the MOU, they must give 60 days' advanced written notice to the other party.
- 4. The City of Rancho Palos Verdes agrees:
 - (a) Equipment. The City, as the sole owner of the radio equipment, will be responsible for its purchase, installation, and operation; and include all back-up power equipment needed to operate the radio station during a power outage.
 - (b) Maintenance. The City will be responsible for all radio station equipment repairs and for completing an FCC license renewal every 10 years.
 - (c) Cost. The City will cover all costs relating to the purchase, installation, maintenance, and operation of the Emergency Radio Station.

5. The Palos Verdes Peninsula Unified School District agrees:

- (a) Facility. The School District will provide the Ridgecrest Intermediate School's auditorium roof at no cost for use by the City to host the radio antennas and a weather resistant room to house the radio box in a cabinet no larger than 40.87" X 31.5" x 30". The School District maintains ownership of the facility housing the equipment and will be responsible for its maintenance and any needed inspector or construction processes through the Division of State Architecture.
- (b) Access. The School District will provide access to the radio station equipment to the City for the purpose of radio installation, maintenance and operations. The School District will provide a use agreement form, that includes the parameters for access to the facility, to the City Manager and designees to sign. Upon signing this form, the School District will provide keys to signees to allow pre-authorized direct access, unless an emergency requires immediate access, to the radio station equipment for the purpose of manually uploading messaging to the radio station and/or managing the backup power for the radio at Ridgecrest Intermediate School.

6. Use Protocols. All Parties agree:

- (a) Radio Messaging. The City and School District leadership will have full access to the radio station to upload additional messaging related to emergencies. In the event a neighboring jurisdiction would like to utilize the emergency radio station for disaster related messaging, they should provide messaging to the City Manager or designee for review and approval. If approved, the messaging will be shared with the School District, then uploaded by the City.
- (b) Use Notification. Parties will advise one another at least 48 hours prior to uploading new messaging onto the radio station, unless the information pertains to matters of life safety, in which case, no advance notice is needed; however, every effort should be made to provide notification about newly added messaging as soon as possible. Once the incident or situation that requires messaging has concluded, the parties will ensure the messaging is removed and/or updated with a more current and applicable message.
- (c) Outreach. To support awareness and functionality of the emergency radio station, a pre-recorded message will run 24/7 on a loop identifying the use of the radio station for listeners. All parties also agree to advertise the radio station using their regular communication channels.

7. Indemnification.

- (a) Generally. Each Party agrees to indemnify, defend, and hold harmless each other Party, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising

from or connected with the respective acts of each Party arising from or related to this MOU; provided, however, that no Party is obligated to indemnify another Party for that Party's own negligence or willful misconduct.

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

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

9. General Provisions.

- (a) Cooperation. The Parties agree to fully cooperate with one another to attain the purposes of this MOU.
- (b) Voluntary. This MOU is voluntarily entered into to attain the purposes of this MOU.
- (c) Notices. Any notices or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder must be in writing and must be delivered to the representatives of the Party at the addresses set below. The Parties must promptly notify each other of any

change of contact information, including personnel changes, provided below. Written notice must include notice delivered via e-mail. A notice will be deemed to have been received on (i) the date of delivery, if delivered by hand during regular business hours, or by e-mail; or (ii) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses below.

City of Rancho Palos Verdes
Attn: Ara Mihranian, City Manager
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

Palos Verdes Peninsula Unified School
District
Attn: Brenna Terrones, Assistant
Superintendent Administrative Services
375 Vía Almar,
Palos Verdes Estates, CA 90274

- (d) Administration. For the purposes of this MOU, the Parties hereby designate as their respective representatives the persons named in Section 9.2. The designated representatives, or their respective designees, will administer the terms and conditions of this MOU on behalf of their respective Party.
- (e) Relationship of the Parties. The Parties are, and will at all times remain as to each other, wholly independent entities. No Party to this MOU will have power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party will be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- (f) Binding Effect. This MOU is binding upon, and will inure to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this MOU without prior written consent of the other Parties.
- (g) Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all Parties.
- (h) Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- (i) Severability. If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- (j) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof.
- (k) Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or

covenant. Waiver by any Parties to any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

- (l) No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the Parties and must be rectified by amending this MOU as described in Section 9(g).
- (m) Corporate Authority. The person(s) executing this MOU on behalf of each of the Parties represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this MOU on behalf of such Party, (iii) by so executing so Party is formally bound to the provisions of this MOU, and (iv) the entering into this MOU does not violate any provision of any other agreement to which such party is bound.

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

CITY OF RANCHO PALOS VERDES

By: _____

Ara Mihanian, City Manager

ATTEST:

By: _____

Teresa Takaoka, City Clerk

APPROVED AS TO FORM:

By: _____

William Wynder City Attorney

**PALOS VERDES PENINSULA
UNIFIED SCHOOL DISTRICT**

By: _____

Brenna M. Terrones
Assistant Superintendent,
Administrative Services

The Information Station - IP & USB Editions

☒ IP Edition

☒ USB Edition

☒ Quote	☐ Estimate	☐ Proforma Invoice	
Number	4b	Date	5-25-25
Author Contact Info	Tom Coviak tom@theRADIOsource.com		
Version	Addl MGR021	Frequency	1680
Comments:	20% safety discount included. Complete system with antenna to be installed building (flat) roof, wall rack cabinet, 100' cable, hybrid package (network and USB audio), PC mic / headphones for recording, recording software at no added charge, Streamcasting for 2 years and InfoRadio Format. Includes shipping and lifetime support. Consider options: Alexa Advisories on StreamCast, On-site electronic installation and training, 2-hr UPS and add'l UPS time, audio processor, flashing signage. Credit card surcharge may be added if that method of payment is used. See "Services" below.		

Agency	City of Rancho Palos Verdes
Contact	Luna Mohammad
Mail To	
Ship To	
Email	lmohammad@rpvca.gov
Phone Number	310 544 5209
Customer Reference Number	WSIE706

Description	Unit Price	Quantity	Amount	
Deliverables				
Information Station (*)	\$15,975.00	1	\$15,975.00	☐
Antenna Installation Options				
Yard Style (with electronics in building, antenna on pole in yard - no added charge)	\$0.00		\$0.00	☐
Isolated Style (with electronics in outdoor cabinet - no added charge)	\$0.00		\$0.00	☐
Roof Style (Flat) – AN2X Antenna (with nonpenetrating stand, mast, mounts, feedline, mats, 10' standard flexibility [PPSF] groundplane, install kit, lightning arrestor & grounding enclosure)	\$2,795.00	1	\$2,795.00	☐
Vertical Profile Antenna Support & Grounding System (for yard or Isolated Styles)(**)	\$4,995.00		\$0.00	☐
Audio Options				
HQ 5.2 Broadcast Quality Audio Processor	\$1,188.00		\$0.00	☐
Audio Recording Software (no added charge with purchase)	\$0.00	1	\$0.00	☐
Microphone and Headset (for quality recording + live operation with Hybrid Package)	\$220.00	1	\$220.00	☐
Hybrid Package (adds USB/flash drive or network control to audio package plus multichannel mixer for live mic operation)	\$1,395.00	1	\$1,395.00	☐
Flashing ALERT Sign System Options (***)				
Sign Panel	\$872.00		\$0.00	☐
Remote Control and Power Unit (for up to 4 signs)	\$4,500.00		\$0.00	☐
Special Additions				
Uninterruptible Power Supply (2 hours)	\$1,250.00	0	\$0.00	☐
Additional UPS Time (per add'l 14 hours; 2RU height; cabinet size may limit)	\$1,250.00	0	\$0.00	☐
Signal Measurement Radio Receiver for FCC-Compliance Tests (includes batteries)*	\$188.00		\$0.00	☐
HearMoreInfo StreamCAST Electronics Package	\$1,512.00	1	\$1,512.00	☐
Floor-Mounted 19" Rack Cabinet	\$995.00		\$0.00	☐
Coaxial Cable (additional for fixed-location operation - per foot)	\$4.00	0	\$0.00	☐
				☐
MGR.021 Message Player (for DMR backup link)	\$495.00	1	\$495.00	☐
* Already owned from testing				☐
Deliverables Subtotal			\$22,392.00	
Discount % .20			- \$4,478.40	
Deliverables Discounted			\$17,913.60	



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Description	Unit Price	Quantity	Amount	
Services (****)				
Design & Facilitation	\$250.00	1	\$250.00	☐
System Engineering and Planning				☐
Frequency Search - Already Performed	\$350.00	1	\$0.00	☐
FCC License - Already licensed	\$895.00	1	\$0.00	☐
Transmitter Site Preparation				☐
Electronics Installation on Prepared Site with Onsite Training and FCC Study	\$4,700.00	0	\$0.00	☐
Flashing ALERT Sign System Installation				☐
StreamCAST Service: Stream continuous audio programming to websites for listening on PCs and portable devices - Monthly Rate	\$29.95	24	\$718.80	☐
SSL Encryption Upgrade: Optional SSL encryption for Streamcast Service (recommended). Required for Alexa Advisories - Monthly Rate	\$29.95	24	\$718.80	☐
Alexa Advisories: Allow the public to gain access to StreamCAST programming by asking Amazon's Alexa attendant for current information on your agency or group (requires the SSL Encryption Upgrade listed immediately above) - Monthly Rate	\$29.95	0	\$0.00	☐
InfoRadio Format (custom recorded program)	\$795.00	1	\$795.00	☐
Lifetime Support (required)	\$495.00	1	\$495.00	☐
				☐
				☐
				☐
Surcharge for Purchases over \$2,000 (2% for MasterCard, 3% for Visa & PayPal)	\$0.00	0	\$0.00	☐
			<i>Services</i>	
			\$2,977.60	
State sales tax will be applied to all deliverables and services on this document, unless you are remitting the tax to your state as "use tax" or you are exempt. We denote partial taxation by checking applicable boxes to the right of line items. If you feel we have not applied tax correctly, please let us know before ordering. We will also send you a "State Tax Information Form" to complete and submit, after we receive your order. If sales tax is not to be applied on this quote, please indicate at the time of ordering if you are ☐ tax exempt ☐ or paying use tax.	<i>Packaging and Handling</i>		\$0.00	
	UPS Ground Shipping		\$0.00	
	<i>Subtotal</i>		\$20,891.20	
	<i>State Sales Tax % .0975</i>		\$2,036.89	
	<i>Grand Total</i>		\$22,928.09	

Quotations are valid for 180 days from quotation date.

Footnotes

(*) The **Information Station basic package** includes yard or isolated antenna/groundplane installation equipment, a transmitter; a digital message player.

(**) **Installations of Vertical Profile Antenna Systems** assume adequate room and no underpaving excavation work required.

(***) **Flashing ALERT Signs** are 42" x 24" aluminum with LED beacons and custom text. Each sign must be physically wired to the RCPU for power and control. Each RCPU includes a receiver, cabinet and LED/flasher, solar-charging system and support and attachment hardware. RCPUs are powered by the sun and triggered to activate Flashing ALERT Sign beacons via your 2-way radio system. Each RCPU can power and control up to 4 signs. Flashing ALERT Sign System installation is not included unless specified. Installation is typically done locally.

(****) **Services:** (a) **Frequency Planning Package** includes Frequency Search and Signal Monitor Radio Receiver. (b) The **FCC License** includes the engineering study, FCC filing and FCC-required construction notification, as well as tracking, changes, temporary test licenses and notifications. (A FCC license is required for 10-watt Information Stations, except for federal agencies, which obtain an authorization separately thru their agencies.) (c) **Transmitter Site Preparation Package** typically includes connection to services, installation of coaxial cables, cabinets, groundplanes, conduits and excavation. (d) The **Electronics Installation Package** typically includes installation, tuning and testing of electronics. (e) The **Training and FCC Signal Intensity Survey** typically include FCC-required signal documentation, complete staff training, certification and customer materials. Unless otherwise specified, the buyer is responsible for providing telephone, network, leased line or other services to the site. (f) **Required Services:** life-time remote technical assistance for product operation, maintenance and troubleshooting during the life of the equipment. Unless required by the purchase contract, **the following are not included:** wood antenna support poles, ordering of telephone, network, paging, cellphone or other services from third-party providers; connection to customer computer networks; cutting and replacing pavement for buried services installation; restoration of landscaping or yards; securing work permits.



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Notes

We prepay ground freight within the 48 contiguous United States, if the total of the order before tax exceeds \$7,500. Freight to Alaska and Hawaii bears an additional charge. The product is typically available for shipment 30-60 days after we receive your order and the equipment configuration is provided.

Terms for Government Entities: Net 30 days to government entities and their agents.

Terms for Private Entities: Payment is required at the time of order or shipment. Check clearance time will apply. Terms may be extended after initial orders.

Payment Methods: Check, money order, credit card or wire and electronic funds transfer (EFT).

Warranty: See "Warranty and Service Information" at the end of this document.

The Agreement

This agreement comprises an order for the aforementioned products and services. Purchases are subject to the "Standard Terms and Conditions" presented on the next page, which becomes part of the contract. Please submit the below information in association with or in lieu of a purchase order document.

Customer Information:

Organization or Agency Name _____
Your Name & Title _____ Today's Date _____
Local Contact's Name (if different) _____ Phone _____ Email _____
Federal Tax ID Number (if applicable) _____
State Sales Tax Exemption Number (if applicable). Or attach certificate. _____
Shipping Address _____
Billing Address _____
Purchase Order # (Net 30, Government Agencies Only) _____

Credit Card Information:

Person and Phone Number to Call for Credit Card Info _____

For charges exceeding \$2,000, please note that a surcharge of 2% for MasterCard or 3% Visa and PayPal will be added.

☐ MasterCard ☐ Visa ☐ Send PayPal Invoice

Credit Card Number _____

Expiration Date _____ 3-Digit Security Number _____ Name on Card _____

Billing Address _____



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Standard Terms and Conditions

These terms and conditions shall be part of any purchase contract with Information Station Specialists, Inc., unless, by agreement between buyer and sellers, modified in writing.

Orders

Orders for products and services will be accepted and will be entered for implementation only when configuration information is provided to Information Station Specialists. This information, if not provided by the buyer on the purchase order, is to be provided by the completion and return of special questionnaires sent to the buyer immediately after the order is received. Purchase orders are deemed incomplete and are not accepted until configuration information is received by Information Station Specialists.

Billing

Payment terms by the buyer of Information Station Specialists' equipment and services shall be net 30 days (maximum government buyers only). Information Station Specialists reserves the right to invoice for equipment at the time of delivery and separately for labor at the time of completion. Deliveries of equipment and provision of services may be in stages. Partial billing may occur as the project proceeds. Information Station Specialists reserves the right to postpone or cancel field labor or subsequent equipment shipments in the event that invoices beyond 30 days are unpaid. Net-30 payment terms are independent of any arrangement or contract the buyer has with any other party, including his customer, if any. For credit card charges exceeding \$2,000, a surcharge of 2% for MasterCard or 3% for Visa and PayPal will be added. A PayPal invoice can be sent. Other credit card payments are not currently accepted. A 1.5% interest charge shall be levied against invoices not paid within the 30-day period, beginning on the date 30 days have elapsed and monthly on that calendar date thereafter. Return of components and materials to Information Station Specialists are subject to a 20% restocking fee to cover freight and labor, a cost the purchaser shall bear.

Field Labor

Information Station Specialists reserves the right to invoice for additional field labor and travel-related expenses required of Information Station Specialists' technicians due to lack of preparation on the part of the customer or his/her agents or contractors under his/her direction. A 30-Day minimum leadtime is required to schedule field labor.

Submittals

By entering into this agreement, the buyer agrees that Information Station Specialists' product specifications are acceptable to him/her as well as to his/her customer, if said product(s) is(are) to be resold.

FCC Licensing

Information Station Specialists cannot guarantee FCC approval of license applications in advance of such grants. If the buyer elects to build the station in advance of a regular license grant, components that might subsequently require return or modification are subject to additional freight, labor, parts or restocking fees.

Interference

Information Station Specialists is not responsible for signal interference from the environment, including, but not limited to: other radio stations, power lines, computer or communication systems. Signal reception cannot be guaranteed at any location unless a signal test is performed in advance of the provision of equipment and services. In such a case, similar reception can be guaranteed only given the same environmental conditions and equipment configuration present during testing. IMPORTANT: For AM antennas installed on/near buildings, the installation of an AM antenna on or within 50 feet of other communications systems increases the likelihood of interference to such systems (telephone, computer, radio and other AV systems). The buyer will accommodate or otherwise be responsible for rectifying any resulting interference to these systems.

Insurance

If the buyer stipulates insurance coverage levels or exposure protections that exceed Information Station Specialists' standard insurance policies, costs to provide the requirements may be added to the purchase contract at the discretion of Information Station Specialists.



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Warranty and Service Information

Lifetime Product Support

Information Station Specialists provides remote technical support 24 hours a day, 7 days a week, for the life of your Information Station Specialists system.

By telephone: Call 616.772.2300 and press 2, 9 am to 5 pm Eastern Time. After hours, press 3 to contact a technician.

By email: Send to info@theRADIOsource.com, 24 hours a day. You will receive a response within 24 hours and/or on the next business day.

For assistance with computer-based audio control systems: Call between the hours of 9 am and 5 pm Eastern Time at 616.772.2300 (and press 2) to have an Information Station Specialists technician work with you live online.

General Warranty

Information Station Specialists, Inc., warrants its new products against defects in workmanship for one year from the date the products are placed into service. Defective components may be returned prepaid to Information Station Specialists for repair or replacement at no charge during the one-year warranty period. Damage that occurs after delivery, such as from lightning or other physical, electrical/digital sources, including improper use or abuse, is not covered by this warranty. The warranty is void should the configuration of components, hardware or software, including the total system, be modified (or modified with respect to the operating environment) subsequent to delivery.

This is the full and complete warranty for new products and services. Information Station Specialists assumes no obligation or liability for additions or modifications to the above warranty unless made in writing and signed by an officer of Information Station Specialists, Inc. Information Station Specialists supplies this warranty in lieu of all other warranties expressed or implied, including warranties of fitness of the product(s) for a particular purpose. In no event shall Information Station Specialists be liable for incidental or consequential damage to the full extent that might be disclaimed by law.

Warranty periods for preowned / reconditioned products, may vary and will be stated on associated quotations.

Certain personal computer components, peripherals and software might have warranties that exceed the one-year Information Station Specialists warranty and might begin on the date of sale, e.g.: Dell-brand computer hardware has a three-year onsite warranty with next-day service.

The Information Station Specialists general warranty may be extended beyond one year for an annual charge.

Service Information

The warranty service location is Zeeland, Michigan, USA.

Service contracts are available after expiration of the warranty period. These contracts provide for prompt repair and replacement of defective components in the field. Please inquire for pricing.

Repair parts may be purchased directly from Information Station Specialists, Inc., maintains a 24-hour access line and email service to make contact simple and immediate.

The proposed equipment includes diagnostic equipment operators might use to easily identify defective components. Typically, defective modules are removed by users and sent to Information Station Specialists for immediate replacement or repair.

Technical training may be requested of Information Station Specialists at the time of system installation and/or by calling 616.772.2300 to arrange an appointment.



Information Station Specialists

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**CITY COUNCIL
AGENDA REPORT**

MEETING DATE: 04/21/2026
AGENDA HEADING: Consent Calendar

AGENDA TITLE:

Consider naming and outreach efforts for the City's emergency radio station.

RECOMMENDED COUNCIL ACTION:

- (1) Approve the City's emergency radio name as 1680 AM: Peninsula Emergency Updates; and,
- (2) Approve the community outreach strategies for the 1680 AM Peninsula Emergency Radio Station.

FISCAL IMPACT: The signs and banners needed for community outreach efforts for the City's AM radio station are estimated at \$3,000. Sufficient funds are available in the Fiscal Year (FY) 2026-27 Budget and no additional appropriation is requested. */R*

Amount Budgeted:	\$3,000
Additional Appropriation:	N/A
Account Number(s):	101-400-1430-4310 <i>/R</i> (General Fund – Emergency Preparedness) – Operating Supplies)

ORIGINATED BY: Lubna Mohammad, Emergency Management Coordinator *LNM*

REVIEWED BY: Catherine Jun, Deputy City Manager *CJ*

APPROVED BY: Ara Mihranian, AICP, City Manager *Am*

ATTACHED SUPPORTING DOCUMENTS:

- A. [March 17, 2026 Staff Report \(Linked\)](#)

BACKGROUND

Major disasters such as earthquakes, landslides, and wildfires are often accompanied by concurrent outages of power, internet, and/or cell service. These utility outages pose numerous public safety risks, primarily the loss of all communication capabilities. For this reason, the City Council, on March 17, 2026, authorized the installation and operation of a citywide emergency AM radio station, in partnership with the Palos Verdes Unified School District (PVPUSD). Additional detail about the required equipment, its location, and coverage across the Palos Verdes Peninsula are outlined in the March 17 Staff Report under Attachment A. The AM emergency radio station serves as a backup means of sharing critical public information about emergencies during communication disruptions.

and is accessible in most vehicles and weather/emergency handheld radios. Thus, most residents, including those who are actively evacuating, will be able to tune in to receive safety information and evacuation guidance, even during outages. Following City Council authorization of the AM Radio Station, Staff indicated it would return to a future Council meeting with a recommended radio station name and outreach strategy to raise public awareness about this emergency resource.

DISCUSSION

Name and Logo

The emergency radio station is recommended to be named “1680 AM: Peninsula Emergency Updates”. Place the station number in the front of the name helps residents remember where to tune in during an emergency. Using the term “Peninsula” articulates the range of the radio to broadcast messaging throughout the area, which includes all PVPUSD schools and the City. While use of the City’s and PVPUSD’s names within the station’s name were initially considered, it was ultimately determined that this would take away from the simplified message this radio station seeks to portray, which is to tune into 1680 AM for local emergency updates throughout the Peninsula.



While the Palos Verdes Peninsula does include other cities who are not currently a part of this partnership, this radio station name is appropriate as PVPUSD schools exist in all four Peninsula cities and provides an opportunity for the other Peninsula cities to join the radio partnership in the future without a major renaming and rebranding effort. Moreover, the radio protocols and agreement have been written to allow the other Peninsula cities to work through the City to broadcast messaging on the radio during emergencies, since the radio reaches most of the entire Peninsula.

Outreach Strategy

The City will utilize the following platforms to advertise the new emergency radio station:

- Social Mediaemail listserv messages, websites, quarterly newsletters, MyRPV app and the City Manager’s Weekly Report
- RPVtv Public Service Announcements on Channel 33 and YouTube
- Emergency Preparedness Committee (EPC) booth at events, monthly messages, and meetings
- City Meetings

Additionally, to amplify messaging, City staff will work to post signs on all major egress routes throughout the City, City facilities, local businesses, nonprofits, within neighborhoods (where possible), Homeowners' Associations (including Council of Homeowners Associations (CHOA), and Neighborhood Watch.

Upon approval by City Council of the emergency radio's name and outreach strategy, City staff will begin distributing flyers, banners, and roadway signs that will be posted after the installation and testing of the radio in May to June 2026. City Staff will incorporate the outreach material into radio procedures, guidance, templates and scripts and host these in SharePoint and within the EOC position binders to ensure staff is able to quickly utilize the radio station for emergency messaging.

ADDITIONAL INFORMATION:

Radio Procedure Implementation

After the radio station is installed and tested, City staff will begin outreach on the radio station, along with training staff to operate the radio during emergencies. Installation and testing will occur during Spring 2026 and outreach will begin in Summer 2026.

The City's Emergency Management Coordinator will be responsible for maintaining the radio station when there is no emergency; conducting monthly testing and uploading a generic message that will run on a loop 24/7 on the radio station, identifying it as a backup form of communication for the City and PVPUSD during emergencies. The Emergency Management Coordinator will also upload emergency related information, such as preparedness messaging, safety reminders during inclement weather, and advertising for emergency related events regularly, adding this information to the looped message when appropriate.

The Emergency Management Coordinator will work with the vendor to train City Staff on the radio operation and use, along with developing and incorporating procedures, training manuals, and pre-scripted messaging into the Public Information Officer (PIO) Section of the City's Emergency Operations Center (EOC). While the Emergency Management Coordinator will take on the primary responsibility of maintaining and operating the radio station on behalf of the City, the PIO Section of the EOC may be called upon during an emergency to help quickly share messaging on the radio station.

Radio Access

The City and PVPUSD leadership will have full access to the radio station and may upload pre-recorded messages or live recordings under the following circumstances:

- A potential or active hazard posing a threat to life or property.
- Emergency-related information, including preparedness, mitigation, response, and/or recovery messaging.

- Announcements of events or programs related to disasters, emergencies, or hazards.

To ensure coordination, newly uploaded messages or recordings should be shared between the City and PVPUSD at least 48 hours in advance by one of the following representatives or their designees for each entity:

- PVPUSD Superintendent or Assistant Superintendent
- Rancho Palos Verdes City Manager, Deputy City Manager, or Emergency Management Coordinator

When messaging pertains to immediate life-safety matters, advance notice is not required; however, every reasonable effort should be made to notify the individuals listed above as soon as possible after the message is uploaded.

In the event a neighboring jurisdiction wishes to utilize the emergency radio station for disaster-related messaging, that jurisdiction must submit its proposed message to City leadership for review and approval. If approved, the messaging will be shared with PVPUSD's leadership and uploaded by the City in accordance with the process described above and an established fee. This procedure is called out in the draft Memorandum of Understanding (MOU) currently under review by the three other Peninsula cities.

Peninsula Cities

City Staff have reached out to the other Peninsula cities to provide details about the project with the offer to be partners on the emergency radio station, leaving the door open to the possibility of a future partnership on this project, if the other Peninsula cities voice interest. City staff continue to provide updates and information to the other Peninsula cities as major project milestones are reached and as questions are presented.

CONCLUSION:

Ensuring a sound outreach strategy is critical to the success of the City's emergency AM radio station, helping inform both City staff and the public about the radio station and its purpose. The City Council is recommended to approve the name and outreach strategy for the emergency radio station, as outlined above.

ALTERNATIVES:

In addition to the Staff recommendation, the following alternative actions are available for the City Council's consideration:

1. Do not approve the emergency radio station name and outreach strategy.
2. Identify a different name for the emergency radio station
3. Approve the emergency radio station name and outreach strategy with certain modifications.
4. Take other action, as deemed appropriate.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.B.

Meeting Date: 4/27/2026

To: City Council

From: Christian Horvath, Assistant to the City Manager / City Clerk

Thru: Karina Bañales, City Manager

Subject: Consideration and discussion regarding the Traffic Commission's recommendation to modify the existing Rolling Hills Municipal Code overnight parking restriction ordinance for possible revisions or updates

Background:

At the May 22, 2025 Traffic Commission meeting (Attachment B), the Commission requested that this item be continued for further discussion based on input provided by LA County Battalion Chief Butorovich, specific to ingress/egress, public safety, and the City of Los Angeles Ordinance regarding parking restrictions within canyons during Red Flag Events.

At the July 24, 2025, Traffic Commission meeting (Attachment B), the Commission considered all information present and unanimously recommended that the City Council consider an Ordinance excluding street parking on Red Flag days.

On August 11, 2025, the City Council unanimously created a limited Ad Hoc Council Subcommittee to discuss potential Red Flag Warning Municipal Code changes related to parking and potential prohibition on high-risk outdoor activities, and also provided direction to the Traffic Commission to look at all existing parking ordinances for possible revisions or updates and to bring information back to the City Council for further consideration

At the September 24, 2025, Traffic Commission meeting (Attachment B), staff was directed to evaluate conflicting rules or inconsistencies with the municipal code, look at similar communities as mentioned (Hidden Hills, Bradbury, and La Habra Heights), and return with high-level recommendations for the Commission to consider.

At the January 22, 2026 Traffic Commission meeting, the Commission reviewed Municipal Code sections from Hidden Hills, Bradbury, and La Habra Heights to compare with the Rolling Hills Municipal Code. After discussion, the Commission directed staff to bring back more equitable and enforceable language to update the existing municipal code on overnight parking.

At the March 26, 2026 Traffic Commission meeting, the Commission unanimously approved recommending that the City Council approve revisions of RHMC 10.52.210 to read as follows: "no

person shall stop, leave standing, or park any motor vehicle between the hours of 2 a.m. and 4. am, except for authorized emergency vehicles, city or association approved construction staging sites, and/or the vehicle of any regularly licensed physician when engaged in making professional calls.”

Discussion:

At the direction of the Traffic Commission, staff evaluated the existing Rolling Hills Municipal Code (RHMC) specific to overnight parking, as seen below,

10.52.210 All-night parking prohibited. No person shall stop, stand, or park a vehicle on any road for a period of time longer than one hour between the hours of two a.m. and four a.m. of any day, except authorized emergency vehicles and the vehicle of any regularly licensed physician when engaged in making professional calls. (*Ord. 261 § 1(part), 1996*).

and recommended simplifying the existing language to be more in line with Bradbury (see matrix in Attachment A), which denotes a set window of time during overnight hours when parking is disallowed. This change would remove any ambiguity that currently exists and reinforce the intent of the original language to prohibit overnight parking.

At the March 26, 2026 Traffic Commission meeting, the Commission unanimously approved recommending that the City Council approve revisions of RHMC 10.52.210 to read as follows: *“no person shall stop, leave standing, or park any motor vehicle between the hours of 2 a.m. and 4.am, except for authorized emergency vehicles, city or association approved construction staging sites, and/or the vehicle of any regularly licensed physician when engaged in making professional calls.”*

If the Council directs staff to draft an Ordinance change, the Council may want to also consider directing staff to conduct a "resident educational campaign" ahead of any potential change(s) to the municipal code to ensure that the community is aware of the potential for ticketing. It is important to note that any changes will require a first and second reading.

Fiscal Impact:

None.

Recommendation:

Receive and file. Provide further direction to staff on whether to formally modify the Municipal Code as recommended.

Attachments:

1. Attachment A - CL_AGN_260326_TC_MuniCode_ComparisonMatrix
2. Attachment B - CL_AGN_250925_TC_Item10C

Municipal Code Parking Comparisons

as presented to Traffic Commission on 03/26/26

Rolling Hills	Hidden Hills	Bradbury	La Habra Heights
10.52.090 Parking on narrow roads. The City Manager is authorized to place signs or markings indicating no parking upon any road when the width of the roadway does not exceed twenty feet or upon one side of a road as indicated by such markings when the width of the roadway does not exceed thirty feet. When official signs or markings prohibiting parking are erected upon narrow roads as authorized herein, no person shall park a vehicle upon any such road in violation of any such sign or marking. (Ord. 261 § 1(part), 1996).	4-4D-3: F. Narrow Streets: The Building Official is authorized by the City Council to place signs or markings indicating no parking upon any street when the width of the roadway does not exceed 20 feet or upon one side of a street as indicated by such signs or markings when the width of the roadway does not exceed 32 feet.		6.5.20 On-Street parking prohibitions B. On-street parking is never allowed if such causes a significant increase in hazards for users of the road by narrowing useable pavement width to a degree causing impeded passage or access or by obstructing sight distance.
	4-4D-3: C. Parkways: No person shall stop, park or leave standing any vehicle within or upon any parkway between the hours of 3:00 a.m. and 6:00 a.m., provided, the City Clerk may permit parking during such hours when the driveway or drive approach is unavailable for parking due to repair, reconstruction and similar causes.		
10.52.250 Parking over seventy-two hours prohibited. No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any road for more than a consecutive period of seventy-two hours. (Ord. 261 § 1(part), 1996).		Sec. 4.01.1000. Stopping, standing or parking on city streets during certain hours. (a) No person shall park any motor vehicle or leave standing any motor vehicle for a period exceeding two hours between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday on Braewood Drive.	6.5.20 On-Street parking prohibitions D. No person shall park, leave standing, or store upon any roadway or other place open for vehicular travel within the City limits of the City of La Habra heights, any vehicle, as defined in Vehicle Code Section 670, for more than 72 consecutive hours
10.52.210 All-night parking prohibited. No person shall stop, stand or park a vehicle on any road for a period of time longer than one hour between the hours of two a.m. and four a.m. of any day, except authorized emergency vehicles and the vehicle of any regularly licensed physician when engaged in making professional calls. (Ord. 261 § 1(part), 1996).		Sec. 4.01.1000. (b) ☐ No person shall park any motor vehicle or leave standing any motor vehicle between the hours of 4:00 a.m. and 5:00 a.m.	6.5.20 On-Street parking prohibitions In addition to those restrictions imposed by state law... A. Overnight on-street parking is prohibited on all roads in the City of La Habra Heights. Temporary on-street parking is permitted when and where it does not interfere with or obstruct the safe use of the street or adjacent properties.
10.52.140 Parking on equestrian path prohibited. No person shall stop, park or leave standing any vehicle; whether attended or unattended, upon any bridle trail or equestrian path so as to cause equestrians to use the road instead of such trail or path. (Ord. 261 § 1(part), 1996).			

Municipal Code Parking Comparisons

as presented to Traffic Commission on 03/26/26

Rolling Hills	Hidden Hills	Bradbury	La Habra Heights
10.52.130 Hazardous parking prohibited. No person shall stop, park or leave standing any vehicle, whether attended or unattended, which, when so stopped or parked, constitutes a hazard to other traffic, except when necessary to avoid conflict with other traffic or in compliance to the directions of a Deputy Sheriff or official traffic control device. (Ord. 261 § 1(part), 1996).			
10.52.220 Blocking driveway prohibited. No person shall stop, park or leave standing any vehicle, whether attended or unattended, in front of a public or private driveway, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control device. (Ord. 261 § 1(part), 1996).			
10.52.240 Parking near traffic control devices prohibited. No person shall stop, park, or leave standing any vehicle, whether attended or unattended, within twenty feet of a stop sign, official electric flashing device or any other official traffic control device or sign. (Ord. 261 § 1(part), 1996).			
	4-4D-6: EMERGENCY PARKING SIGNS. Whenever the Building Official determines that an emergency traffic congestion is likely to result from the holding of public or private processions or assemblages, he as authorized by the local authority and shall place temporary signs indicating that the operation, parking or standing of vehicles is prohibited on such streets and alleys. Such signs shall remain in place only during the existence of such emergency, and the Building Official shall remove such signs thereafter. (Ord. 215, 1-19-89; 1993 Code)	Sec. 4.01.1000. (c) Upon application to the City Manager, or designee, on a form created for such purpose, any resident may be granted authority to park on the streets or portions of streets described in subsections (a) or (b) adjacent to their property for the duration provided in this subsection to allow out-of-town visitors to park in front of the residence which they are visiting for a limited time period during the hours otherwise prohibited by subsections (a) or (b). (1) Parking passes shall be issued by the City Manager or designee. (2) To obtain a parking pass, each applicant shall furnish their name and address, the license number of the vehicle, the date of issuance and the day the parking pass is valid. Such pass shall be placed in the interior of the vehicle in such a manner as to be clearly visible to traffic enforcement officers. (3) The vehicle parking pass shall be issued and shall include the identifying license number of the vehicle and the location at which the applicant desires to park the vehicle. (4) The parking pass shall be valid for a maximum of five days. Prior to expiration of a vehicle parking pass issued under this section, the applicant may apply for and be granted a new vehicle parking pass for three days if the applicant still qualifies under the conditions set forth herein. In no event shall more than two vehicle parking passes be issued to an applicant within a 30-day period. (5) The City Council shall, by resolution, establish a fee for issuance of a vehicle parking pass.	



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 10.C.

Meeting Date: 9/25/2025

To: Traffic Commission
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Consideration and discussion regarding existing parking ordinances for possible revisions or updates

Background:

At the May 22, 2025 Traffic Commission meeting, the Commission requested that this item be continued for further discussion based on input provided by LA County Battalion Chief Butorovich specific to ingress/egress, public safety, and the City of Los Angeles Ordinance regarding parking restrictions within canyons during Red Flag Events.

At the July 24, 2025 Traffic Commission meeting, the Commission considered all information present and unanimously recommended the City Council consider an Ordinance excluding street parking on Red Flag days. The Administrative Report and attachments from July can be found as Attachment A.

On August 11, 2025, the City Council unanimously created a limited Ad Hoc Council Subcommittee to discuss potential Red Flag Warning Municipal Code changes related to parking and potential prohibition on high-risk outdoor activities and also provided direction to the Traffic Commission to look at all existing parking ordinances for possible revisions or updates and to bring information back to the City Council for further consideration

Discussion:

Attachment A includes the municipal code areas regarding parking. Staff had highlighted the sections most germane to the discussion specific to Red Flag Warnings / Evacuations.

Staff recommends the Traffic Commission begin discussions, provide direction to staff, continue the item for additional discussion if needed, and/or provide recommendations to the City Council.

Fiscal Impact:

Unknown at this time.

Recommendation:

Receive and file. Provide direction to staff, continue the item for additional discussion, and/or provide recommendations to the City Council.

Attachments:

1. CL_AGN_250724_TC_Item10A_RedFlagWarning



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 10.A.

Meeting Date: 7/24/2025

To: Traffic Commission

From: Christian Horvath, Assistant to the City Manager / City Clerk

Thru: Karina Bañales, City Manager

Subject: Consideration and discussion regarding vehicles parked within roadside easements and potential public safety impacts on major evacuation routes as well as ingress/egress access on smaller roads

Background:

At the May 22, 2025 Traffic Commission meeting, the Commission requested that this item be continued for further discussion based on input provided by LA County Battalion Chief Butorovich specific to ingress/egress, public safety, and the City of Los Angeles Ordinance regarding parking restrictions within canyons during Red Flag Events. The Administrative Report from May can be found as Attachment A.

Staff has collected further information for the Commission to consider and discuss.

Discussion:

At the May 22, 2025 Traffic Commission meeting, LA County Battalion Chief Butorovich provided input specific to ingress/egress, public safety, and the City of Los Angeles Ordinance (Attachment B) specific to parking restrictions within their canyons or other Very High Fire Hazard Severity Zones (VHFHSZ) during Red Flag Events. Staff has also included a map of those areas (Attachment C).

The City of Los Angeles implemented their Red Flag Parking Restrictions program in January 2006. When a Red Flag Day is declared by the Los Angeles Fire Department (LAFD), parking is strictly prohibited in posted areas within the VHFHSZ. Zones include narrow roads, sharp curves, hairpin turns and key intersections or areas where parked vehicles can block access for emergency responders and trap residents during an evacuation.

More than 1700 signs were installed to clearly mark the restricted areas. Illegally parked vehicles are towed to ensure roadways remain clear for emergency access during Red Flag Events.

LAFD have a specific web page regarding Red Flag Parking restrictions (Attachment D) as does the Laurel Canyon Association (Attachment E). Both pages are meant to provide information for residents in any designated areas.

Staff recommend the Commission continue the discussion in consideration of the new information provided and provide further direction to staff and/or recommendations to the City Council.

Fiscal Impact:

Unknown at this time.

Recommendation:

Receive and file. Provide direction to staff and/or recommendation to City Council.

Attachments:

1. Attachment A - CL_AGN_250522_TC_Item11B_AR_F
2. Attachment B - CL_AGN_250724_TC_CoLA_RedFlag_ParkingOrd
3. Attachment C - CL_AGN_250724_TC_LA_RedFlagOrd_Map-GIS
4. Attachment D - CL_AGN_250724_TC_LAFD_RedFlag_Website
5. Attachment E - CL_AGN_250724_TC_LaurelCanyonAssoc_RedFlag_WebPage



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.B
Mtg. Date: 05/22/2025

TO: HONORABLE CHAIR AND MEMBERS OF THE TRAFFIC COMMISSION

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONSIDERATION AND DISCUSSION REGARDING VEHICLES PARKED WITHIN ROADSIDE EASEMENTS AND POTENTIAL PUBLIC SAFETY IMPACTS ON MAJOR EVACUATION ROUTES AS WELL AS INGRESS/EGRESS ACCESS ON SMALLER ROADS

DATE: May 22, 2025

BACKGROUND:

In recent years, the topic of vehicular parking within roadside easements has been brought up by Commissioners under agenda item discussions or Matters from the Traffic Commission. At the March 27, 2025 Traffic Commission meeting, during the verbal report by the Los Angeles Sheriff's Department (LASD), conversation ensued regarding parking within easements specific to potential issues or concerns on major evacuation routes (Portuguese Bend Road, Eastfield Drive and Crest Road) and questions as to whether the LASD issues citations for parked vehicles, per the Rolling Hills Municipal Code (RHMC), between 2am and 4am.

As a result of the discussion between the LASD Deputy and Commissioners (Attachment A), LASD conducted proactive parking enforcement and issued parking citations along a variety of streets within Rolling Hills on April 9, 2025 between 2am and 4am. Staff was subsequently informed by residents expressing discontent with the ticketing and existing policy.

DISCUSSION:

Considering the expressed concerns specific to public safety, staff is bringing this item formally for discussion and/or direction as to whether the Traffic Commission would like to recommend potential changes to the existing Municipal Code (Attachment B) regarding:

- Parking within easements along major evacuation routes
- Parking within easements along narrow roads
- All-night parking

Los Angeles County Fire and Sheriff Department representatives will be in attendance at the meeting to answer any potential questions.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file. Provide direction to staff or continue the item to July when Vice Chair Bobit returns.

ATTACHMENTS:

[Attachment A - CL_AGN_250327_Item9A_DiscussionSummary.pdf](#)

[RHMC_10.52_StoppingStanding&Parking.pdf](#)

Summary of March 27, 2025 Traffic Commission discussion during the Presentation of Traffic Stats by Los Angeles Sheriff's Department

- **Around the 7:40 mark** – Vice Chair Bobit asked about whether parking citations were ever issued as he sees parking for extended periods of time along major routes and expressed concern about possible issues in the event of a potential evacuation.
- **Around the 8:34 mark** – Deputy Lopez-Beltran noted that she could let the early morning shift know to give out citations during the 2am-4am window and maybe that would help out.
- **Around the 8:58 mark** – Vice Chair Bobit reiterated his intent was “on the major routes... doesn’t mean going on every little street” that it might be helpful.
- **Around the 9:10 mark** – Chair Wilson noted that he believed Deputies only responded if it was complaint driven, but he could be wrong. He assumed there was no reason a ticket could not be administered.
- **Around the 9:30 mark** – Deputy Lopez-Beltran noted that in the past the LASD had received emails specific to overnight parking. But they had not received anything recently. She further stated that deputies could patrol.
- **Around the 9:59 mark** – Vice Chair Bobit noted that it wouldn’t be high-priority, but if they were coming through to keep an eye out.
- **Around the 10:25 mark** – Staff notes that previous conversations had been had by the commission related to overnight parking and that the Commission could have a broader discussion around parking at a future meeting with a safety nexus built in.

Chapter 10.52 STOPPING, STANDING AND PARKING¹

Sections:

10.52.010 Applicability of regulations.

The provisions of this title prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times herein specified, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control.

(Ord. 261 § 1(part), 1996).

10.52.020 Stop sign erection.

Whenever any ordinance or resolution of the City designates and describes any road or portion thereof as a through road, or any intersection at which vehicles are required to stop at one or more entrances thereto, the City Manager shall erect and maintain stop signs. A stop sign shall be erected on each and every road intersecting such through road or portion thereof so designated and at those entrances to other intersections where a stop is required. Every such sign shall conform with, and shall be placed as provided in, the California Vehicle Code.

(Ord. 261 § 1(part), 1996).

10.52.030 Through roads and intersections.

Those roads and parts of roads established by resolution of the Council are through roads for the purposes of this title. The provisions of this title shall also apply at one or more entrances to the intersections as such are established by resolution of the Council.

(Ord. 261 § 1(part), 1996).

10.52.040 Emerging from driveway.

The driver of a vehicle emerging from a driveway shall stop such vehicle immediately prior to driving into the bermed area extending across such driveway.

(Ord. 261 § 1(part), 1996).

10.52.050 Stops required at stop signs.

- A. The driver of any vehicle approaching a stop sign at the entrance to, or within, an intersection, or railroad grade crossing shall stop at a limit line, if marked, otherwise before entering the crosswalk on the near side of the intersection.

¹ Prior history: Ords. 116 and 138.

If there is no limit line or crosswalk, the drive shall stop at the entrance to the intersecting roadway or railroad grade crossing.

- B. The City Manager may, with the review of the Traffic Commission and the approval of the City Council, provide for the placement of a stop sign at any location on a road where the stop sign would enhance traffic safety.

(Ord. 261 § 1(part), 1996).

10.52.060 Stop for school bus.

- A. The driver of any vehicle, upon meeting or overtaking, from either direction, any school bus equipped with signs as required in this code, that is stopped for the purpose of loading or unloading any schoolchildren and displays a flashing red light signal and stop signal arm if equipped with a stop signal arm, visible from front or rear, shall bring the vehicle to a stop immediately before passing the school bus and shall not proceed past the school bus until the flashing red light signal and stop signal arm, if equipped with a stop signal arm, cease operation.
- B. The driver of a vehicle upon a road with separate roadways need not stop upon meeting or passing a school bus which is upon the other roadway. The driver of a vehicle need not stop upon meeting or passing a school bus when the school bus is stopped at an intersection where traffic is controlled by a traffic officer or official traffic control signal, or when the school bus is stopped at a place where traffic is controlled by a traffic officer or official traffic control signal.
- C. 1. If a vehicle was observed overtaking a school bus in violation of subsection A of this section, and the driver of the school bus witnessed the violation, the driver may, within twenty-four hours, report the violation and furnish the vehicle license plate number and description and the time and place of the violation to the Sheriff's Department. The Sheriff's Department shall issue a letter of warning prepared in accordance with subdivision (2) of this subsection with respect to the alleged violation to the registered owner of the vehicle. The issuance of a warning letter under this subdivision shall not be entered on the driving record of the person to whom it is issued, but does not preclude the imposition of any other applicable penalty.
2. The Attorney General shall prepare and furnish to every law enforcement agency in the state a form letter for purposes of subdivision (1) of this subsection, and the Sheriff's Department may issue those letters in the exact form prepared by the Attorney General. The Attorney General may charge a fee to any law enforcement agency that requests a copy of the form letter to recover the costs of preparing and providing that copy.
- D. This section also applies to a roadway upon private property.

(Ord. 261 § 1(part), 1996).

10.52.070 Temporary parking signs.

Whenever the City Manager shall determine that unusual traffic congestion is likely to result from the holding of public or private assemblages, gatherings or functions, or for other reasons, the City Manager shall have the power and authority to order temporary signs to be erected or posted indicating that the operation, parking or standing of vehicles is prohibited on such roads as the City Manager shall direct, during the time such temporary signs are in place. Such signs shall remain in place only during the existence of such assemblages, gatherings or functions, and the City Manager shall cause such signs to be removed promptly thereafter. When signs authorized by the provisions of this section are in place giving notice thereof, no person shall operate, park or stand any vehicle contrary to the directions and provisions of such signs.

(Ord. 261 § 1(part), 1996).

10.52.080 Parking adjacent to schools.

The City Manager is authorized to erect signs indicating no parking upon that side of any road adjacent to any school property when such parking would, in his opinion, interfere with traffic or create a hazardous situation. When official signs are erected prohibiting parking upon that side of a road adjacent to any school property, no person shall park a vehicle in any such designated place.

(Ord. 261 § 1(part), 1996).

10.52.090 Parking on narrow roads.

The City Manager is authorized to place signs or markings indicating no parking upon any road when the width of the roadway does not exceed twenty feet or upon one side of a road as indicated by such markings when the width of the roadway does not exceed thirty feet. When official signs or markings prohibiting parking are erected upon narrow roads as authorized herein, no person shall park a vehicle upon any such road in violation of any such sign or marking.

(Ord. 261 § 1(part), 1996).

10.52.100 Parking in intersection prohibited.

No person shall park, stop or leave standing any vehicle, whether attended or unattended, within an intersection, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.110 Parking in crosswalk prohibited.

No person shall stop, park or leave standing any vehicle; whether attended or unattended, within a crosswalk, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.120 Parking near fire station prohibited.

No person shall stop, park or leave standing any vehicle whether attended or unattended within fifteen feet of the driveway entrance to any fire station, except when necessary to avoid conflict with other traffic or in compliance to the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.130 Hazardous parking prohibited.

No person shall stop, park or leave standing any vehicle, whether attended or unattended, which, when so stopped or parked, constitutes a hazard to other traffic, except when necessary to avoid conflict with other traffic or in compliance to the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.140 Parking on equestrian path prohibited.

No person shall stop, park or leave standing any vehicle; whether attended or unattended, upon any bridle trail or equestrian path so as to cause equestrians to use the road instead of such trail or path.

(Ord. 261 § 1(part), 1996).

10.52.150 Parking near fire hydrant prohibited.

No person shall stop, park or leave standing any vehicle within fifteen feet of a fire hydrant except as follows:

- A. If the vehicle is attended by a licensed driver who is seated in the front seat and who can immediately move such vehicle in case of necessity;
- B. If the City Council adopts an ordinance or resolution reducing that distance. If the distance is less than ten feet total length when measured along the curb or edge of the road, the distance shall be indicated by signs or markings;
- C. If the vehicle is owned or operated by a fire department and is clearly marked as a fire department vehicle.

(Ord. 261 § 1(part), 1996).

10.52.160 Setting brakes and stopping motor required when parking.

- A. No person driving, or in control of, or in charge of, a motor vehicle shall permit it to stand on any road unattended without first effectively setting the brakes thereon and stopping the motor thereof.
- B. No person in control of, or in charge of, any vehicle, other than a motor vehicle, shall permit it to stand on any road without first effectively setting the brakes thereon, or blocking the wheels thereof, to effectively prevent the movement of the vehicle.

(Ord. 261 § 1(part), 1996).

10.52.170 Leaving person locked in vehicle prohibited.

No person shall leave standing a locked vehicle in which there is any person who cannot readily escape therefrom.

(Ord. 261 § 1(part), 1996).

10.52.180 Opening doors of vehicle.

No person shall open the door of a vehicle on the side available to moving traffic unless it is reasonably safe to do so and can be done without interfering with the movement of such traffic, nor shall any person leave a door open upon the side of a vehicle available to moving traffic for a period of time longer than necessary to load or unload passengers.

(Ord. 261 § 1(part), 1996).

10.52.190 Parking near posted areas prohibited.

No person shall stop, park or leave standing any vehicle, whether attended or unattended, upon any road or in an area adjacent to and within fifteen feet of the road which is posted with official signs prohibiting such parking, stopping or standing, except on the property of the owner or driver of the vehicle.

(Ord. 261 § 1(part), 1996).

10.52.200 Blocking wheels required when.

No person driving, or in control of or in charge of a motor vehicle shall permit it to stand on any road unattended when upon any grade exceeding three percent without blocking the wheels of the vehicle by turning them against the curb or by other means.

(Ord. 261 § 1(part), 1996).

10.52.210 All-night parking prohibited.

No person shall stop, stand or park a vehicle on any road for a period of time longer than one hour **between the hours of two a.m. and four a.m.** of any day, except authorized emergency vehicles and the vehicle of any regularly licensed physician when engaged in making professional calls.

(Ord. 261 § 1(part), 1996).

10.52.220 Blocking driveway prohibited.

No person shall stop, park or leave standing any vehicle, whether attended or unattended, in front of a public or private driveway, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.230 Parking near excavation prohibited when.

No person shall stop, park or leave standing any vehicle, whether attended or unattended, alongside or opposite any street or road excavation or obstruction when such stopping, standing or parking would obstruct traffic, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.240 Parking near traffic control devices prohibited.

No person shall stop, park, or leave standing any vehicle, whether attended or unattended, within twenty feet of a stop sign, official electric flashing device or any other official traffic control device or sign.

(Ord. 261 § 1(part), 1996).

10.52.250 Parking over seventy-two hours prohibited.

No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any road for more than a consecutive period of seventy-two hours.

(Ord. 261 § 1(part), 1996).

10.52.260 Parking for sale prohibited.

No person shall park any vehicle on any road for the principal purpose of advertising or displaying it for sale. This section includes areas adjacent to and within fifteen feet of the roadway, except on the property of the owner of the vehicle.

(Ord. 261 § 1(part), 1996).

10.52.270 Repairing vehicles on roads prohibited when.

No person shall construct or cause to be constructed, repair or cause to be repaired, grease or cause to be greased, dismantle or cause to be dismantled any vehicle or any part thereof upon any road in the City. Temporary emergency repairs may be made upon a road.

(Ord. 261 § 1(part), 1996).

10.52.280 Washing vehicles on road for charge prohibited.

No person shall wash or cause to be washed, polish or cause to be polished, any vehicle or any part thereof upon any road in this City, when a charge is made for such service.

(Ord. 261 § 1(part), 1996).

10.52.290 Vehicle removal—Traffic obstructions or hazards.

A Deputy Sheriff may remove a vehicle from a road when any vehicle is left standing upon a road in such a position as to obstruct the normal movement of traffic or in such condition as to create a hazard to other traffic upon the road.

(Ord. 261 § 1(part), 1996).

10.52.300 Vehicle removal—Blocking entrances.

A Deputy Sheriff may remove a vehicle from a road when it is left standing blocking any driveway, entrance to a private road or bridle trail.

(Ord. 261 § 1(part), 1996).

10.52.310 Vehicle removal—Blocking fire hydrant.

A Deputy Sheriff may remove a vehicle from a road or adjacent area when such vehicle is left standing so as to prevent access by fire fighting equipment to a fire hydrant.

(Ord. 261 § 1(part), 1996).

10.52.320 Vehicle removal—Incapacitated driver.

A Deputy Sheriff may remove a vehicle from a road when the person or persons in charge of such vehicle are by reason of physical injuries or illness incapacitated to such an extent as to be unable to provide for its custody or removal.

(Ord. 261 § 1(part), 1996).

10.52.330 Vehicle removal—Arrested driver.

Any peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, or Deputy Sheriff; or any regularly employed and salaried employee, who is engaged in directing traffic or enforcing parking laws and regulations of the City may remove a vehicle located within the City: (1) when the officer or Deputy Sheriff arrests any person driving or in control of a vehicle for an alleged offense and the officer or Deputy Sheriff is, by this title or other law, required or permitted to take, and does take, the person into custody; or (2) when an officer or Deputy Sheriff serves a notice of an order of suspension or revocation.

(Ord. 261 § 1(part), 1996).

10.52.340 Vehicle removal—Hit-and-run investigations.

- A. When any peace officer, as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, or Deputy Sheriff, has reasonable cause to believe that a motor vehicle on a road or on private property open to the general public onto which the public is explicitly or implicitly invited, located within the City, has been involved in a hit-and-run accident, and the operator of the vehicle has failed to stop and comply with the provisions of Chapter 10.20 of this title, the officer may remove the vehicle from the road or from public or private property for the purpose of inspection.
- B. Unless sooner released, the vehicle shall be released upon the expiration of forty-eight hours after such removal from the road or private property upon demand of the owner. When determining the forty-eight-hour period, weekends, and holidays shall not be included.
- C. Notwithstanding subsection B of this section, when a motor vehicle to be inspected pursuant to subsection A of this section is a commercial vehicle, any cargo within the vehicle may be removed or transferred to another vehicle.

This section shall not be construed to authorize the removal of any vehicle from an enclosed structure on private property which is not open to the general public.

(Ord. 261 § 1(part), 1996).

10.52.350 Vehicle removal—Over seventy-two hours.

A Deputy Sheriff may remove a vehicle from a road when such vehicle is left parked or standing for seventy-two hours in violation of this title.

(Ord. 261 § 1(part), 1996).

10.52.360 Curb markings.

The City Manager is authorized to place the following berm (also known as "curb") markings and/or signs to indicate parking or standing regulations. Such markings shall have the following meanings:

- A. Red means no stopping, standing or parking at any time except as permitted by this title, and excepting that a school bus may stop in a red zone marked or signed as a bus loading zone.
- B. White means stopping for loading or unloading of passengers, or for depositing mail in an adjacent mailbox.
- C. Green means no standing or parking for a period of time longer than twenty minutes at any time between the hours of eight a.m. and five p.m. of any day, excepting Sundays and holidays.
- D. Blue means parking is limited exclusively to the vehicles of disabled persons and disabled veterans.

(Ord. 261 § 1(part), 1996).

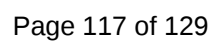
SEC. 80.72. PARKING PROHIBITED OR LIMITED ON CERTAIN STREETS ON RED FLAG ALERT DAYS.
(Added by Ord. No. 177,215, Eff. 2/8/06.)

(a) Whenever, with reference to any street or portion of a street in the City of Los Angeles' Very High Fire Hazard Severity Zone, the Fire Department determines that parking on one or both sides of the street would create a hazard to life or property by interfering with emergency vehicle access and resident evacuation during a major brush fire, the Department of Transportation is hereby authorized to install and maintain at that place signs giving notice that no person shall park a vehicle during a Red Flag Alert in the City of Los Angeles. The Department of Transportation is further authorized to include notice, on any sign that prohibits the parking of vehicles on Red Flag days, that vehicles parked in violation of the sign may be removed.

(b) It shall be unlawful, when authorized signs are in place giving notice, to park any vehicle on any of the streets or portions of streets in the City's Very High Fire Hazard Severity Zone in violation of the signs.

(c) Signs prohibiting parking installed pursuant to this section are only enforceable on Red Flag Alert days in the City of Los Angeles as declared by the Mayor or the Mayor's designee.

(d) The provisions of Section 88.01.1 of this chapter are not applicable to signs erected pursuant to this section.





THE LOS ANGELES FIRE DEPARTMENT

RED FLAG PARKING RESTRICTIONS

Sign up for notifications



RED FLAG STATUS

Red Flag restrictions are NOT in effect

NOTE: In July 2025, the Red Flag website moved to this platform. Those already subscribed who do not want to change their contact details do not need to take any action. Those wishing to update their information will need to create a new account via the link [HERE](#) or at the top of the page.

How To Video:

LAFD: Red Flag Parking Restrictions Has a New Home



To protect lives and property during wildfire conditions, the City of Los Angeles implemented the Red Flag Parking Restrictions Program, active since January 1, 2006.

When a Red Flag Day is declared by the Los Angeles City Fire Department, parking is strictly prohibited in posted areas within the Very High Fire Hazard Severity Zones.

These zones include narrow roads, sharp curves, hairpin turns, and key intersections, areas where parked vehicles can block access for emergency responders and trap residents during evacuation.

More than 1,700 signs were installed by the Department of Transportation to clearly mark these restricted areas. Illegally parked vehicles will be towed to ensure roadways remain clear for emergency access.

[View the Red Flag restricted parking areas map.](#)

WHAT IS A RED FLAG DAY?

The City of Los Angeles declares a Red Flag Day when the weather conditions are such that the potential for a fast-moving brush fire is extremely high. The conditions are defined as wind speeds 25 mph or more and humidity 15% or less.

HOW OFTEN WILL THERE BE RED FLAG DAYS?

Over the past years, the maximum number of Red Flag days has been 12. The average of Red Flag days per year is 4 to 7.

HOW WERE THE AREAS IDENTIFIED?

Fire Department Station Commanders were asked to survey their districts and identify the areas that would create a problem for citizens while evacuating and for fire companies entering the area during a fast moving brush fire. Station Commanders were directed to identify narrow roads, tight curves, and critical intersections that

would create choke points. The areas identified were reviewed by the Fire and Transportation Departments to make sure the criteria for posting was accurate. Once identified, the Department of Transportation took the role of posting signs.

WHY IS THERE ENFORCEMENT ONLY DURING RED FLAG DAYS?

The potential for a choke point being created is a daily concern in the identified areas, but during a situation of mass exodus during a brush fire event a choke point can trap, hinder, or delay lifesaving efforts from first responders.

HOW WILL I KNOW IF THERE IS A RED FLAG DECLARATION?

- Residents can choose to receive push-notifications (text, phone, email) via the LAFD Red Flag Notification System
 - Residents can visit www.lafd.org to check the current status of the flag located in www.lafd.org/redflag
 - Every local news outlet has agreed to broadcast during traffic, and weather segments that the City of Los Angeles is in a Red Flag situation
 - Every fire station will fly a red flag during the declaration.
-

WHY DO WE HEAR ON THE RADIO OR TELEVISION THAT THERE IS A RED FLAG CONDITION YET THE CITY OF LOS ANGELES IS NOT ENFORCING THE PARKING RESTRICTIONS?

Radio and Television weather reports are broadcast to a wider community than the City of Los Angeles, and the information they share on “Red Flag Warnings” for instance, may not apply to the areas served by Your LAFD. Visit www.lafd.org or contact your local LAFD fire station to determine if the Red Flag Parking Restrictions have been enacted.

HOW DOES THE RED FLAG ALERT SYSTEM WORK?

When fire weather conditions in the City of Los Angeles dictate that special parking restrictions be enacted, Fire Department staff will activate the Red Flag Alert System. The System will send a notification to all subscribers of the system via text, phone, or email depending on the selections made during registration.

IS MY CONTACT INFORMATION STORED IN THE RED FLAG ALERT SYSTEM'S DATABASE?

The Red Flag Alert System is an Opt-In System and as such does not store any information other than that which was provided by the registrant.

WHAT PRECAUTIONS ARE TAKEN TO PROTECT PERSONAL CONTACT INFORMATION STORED IN THE SYSTEM? STILL ACCURATE?

Red Flag Alert System data is not shared, distributed, traded, leased, or loaned to any private or public party. Access to the information stored is only accessible to a limited number of members in the City of Los Angeles Fire Department.

HOW DOES THE RED FLAG ALERT SYSTEM RESPOND TO BUSY SIGNALS OR NO-ANSWER SITUATIONS?

When the System encounters a busy signal, the system will attempt to deliver the message to the secondary point of contact provided by the registrant; if one is provided.

WILL THE RED FLAG ALERT SYSTEM BE USED FOR EMERGENCIES?

The System is an Opt-In system; hence, it is considered incomplete for a resident outreach campaign. As an advisory system, the System only provides important versus critical information. During an established emergency the City, County, and other government entities will coordinate to disseminate information through all available communication channels.

IF I HAVE PROVIDED MORE THAN ONE PHONE NUMBER, WHAT NUMBER WILL BE CALLED? STILL ACCURATE?

The System will call your primary number, if there is no answer the system will call your secondary number if one is provided. The System is programmed to leave a message if it encounters a recording device. Furthermore, the System will only make one attempt per device.

WILL THE RED FLAG ALERT SYSTEM CALL NUMBERS OUTSIDE THE CITY'S AREA CODES?

Yes. The area code does not impact whether or not a call is made. In addition, the program is aware that, from time to time, guests, visitors, and other entities can have an extended visit to the City and as such we owe the same courtesy to all registrants.

WILL THE RED FLAG ALERT SYSTEM WORK IF I SCREEN MY COMMUNICATION?

The System works with call screening devices but it is best practice to add the communication information to your screening device. Failure to add the Red Flag Alert System information may result in a failed delivery. In relation to E-mail's spam filters, the System cannot circumvent such technology. To receive an prompt and accurate message the System's E-mail address must be allowed to pass.

IF I AM LISTENING TO A MESSAGE LIVE, IS THERE A WAY TO REPEAT IT?

The System is interactive. The registrant is given options on how to process the call. At a given time during the call, the registrant is given an option to repeat the message or terminate the call.

How do I change or delete the information I registered? The registrant may use the log in feature in the System to change or delete contact information.



Red Flag Days

In an attempt to increase public safety, the Los Angeles Fire Department and Department of Transportation created a program to remove illegally parked vehicles in posted locations within the Very High Fire Hazard Severity Zones. These are essentially the narrow streets in our canyon where it may be difficult to move a high amount of traffic through. You will see signs all over the neighborhood that look like this:

How Do I know when it's a Red Flag Day?

To determine if an LAFD red flag is in place, you can check lafd.org/redflag for the current status. While the duration of each red flag lasts 24 hours, it may be renewed once that period is over, so it's a good idea to recheck the website [or LAFD's Twitter](#).



JOIN LCA CONTACT US





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.A.

Meeting Date: 4/27/2026

To: City Council

From: Benjamin Johnson , Code Compliance Officer / Planning Technician

Thru: Karina Bañales, City Manager

Subject: Receive and file the Code Compliance Quarterly Report for the First Quarter of 2026 (January 1 - March 31)

Background:

The Code Compliance Division provides quarterly updates on cases, including dead vegetation and other code violations. The attached reports summarize cases opened and closed during the first quarter (January 1 through March 31), as well as a cumulative list of open cases.

Discussion:

During the first quarter of 2026, eight new code cases were opened, and all were closed (Attachment A). Since the last quarterly update, the Code Compliance Officer has been managing four open cases (Attachment B). When property owners remain unresponsive and fail to comply, cases are referred to the City Attorney's Office for further action. As a result, four cases have been assigned to the City Attorney for review (Attachment C), bringing the total to eight active cases.

A total of eleven cases were closed during this quarter (Attachment D). As this reports the first quarter of the year, the total number of cases closed year-to-date is equal to the number closed during the quarter.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Attachments:

1. Attachment A - CE_QRP_2026_FirstQuarter_260422_Q1_OpenedCases
2. Attachment B - CE_QRP_2026_FirstQuarter_260422_Q1_OpenCases_CURRENT
3. Attachment C - CE_QRP_2026_FirstQuarter_260422_CityAttorney
4. Attachment D - CE_QRP_2026_FirstQuarter_260422_ClosedCases_2026_ALL



City of Rolling Hills
Opened Cases
First Quarter Update

Case #	Case Date	Case Status	Address of Violation	Description	Notes
478	3/9/2026	Closed	1 Morgan Ln.	Long-term parking in the easement	Closed 3/15/2026
477	2/23/2026	Closed	20 Buggy Whip Dr.	Dead pine tree	Closed 4/3/2026
475	2/9/2026	Closed	1 Lower Blackwater Canyon Rd.	Persistent dog barking	Closed 3/2/2026
471	1/20/2026	Closed	11 Buggy Whip Dr.	Illegal planting (pine trees)	Closed 3/10/2026
469	1/15/2026	Closed	5 Buggy Whip Dr.	Aggressive dog	Closed 1/20/2026
470	1/12/2026	Closed	9 Buggy Whip Dr.	Unpermitted construction	Closed 1/20/2026
474	1/6/2026	Closed	67 Saddleback Rd.	Dead green waste	Closed 2/10/2026
473	1/6/2026	Closed	64 Saddleback Rd.	Dead green waste	Closed 1/23/2026

Total: 8



City of Rolling Hills
All Open Cases
First Quarter Update

Case #	Case Date	Case Status	Address of Violation	Description	Notes
467	11/26/25	Open	65 Portuguese Bend Rd.	Property in disrepair	Drafting 2nd NOV due to lack of progress.
476	10/29/2025	Open	Unknown	Aggressive dog	Aggressive dog, owner unknown
472	10/24/25	Open	6 Possum Ridge Rd.	Aggressive dog	Homeowner to possibly install electric fence.
401	1/14/2025	Open	8 Quail Ridge Rd. North	Unpermitted Construction	Working with property owner on calculations for legalization.

Total: 4



City of Rolling Hills
City Attorney Cases
First Quarter Update

Case #	Case Date	Case Status	Address of Violation	Description	Notes
465	8/21/2025	City Attorney	6 Saddleback Rd.	Dilapidated fence and portable toiler	Working with City Attorney to begin abatement proceedings.
453	5/1/25	City Attorney	6 Running Brand Rd.	Attractive nuisance	Held meeting with GMED on site to discuss feasibility of repairs.
443	2/27/25	City Attorney	77 Portuguese Bend Rd.	Dried & overgrown vegetation	Owners have made clean-up progress; City Staff are working to schedule an inspection & discuss further clean-up efforts.
407	5/28/24	City Attorney	10 Flying Mane Rd.	Illegal grading & retaining walls	Code Compliance Officer is working to schedule a meeting with the homeowners to discuss legalization efforts.

Total: 4



City of Rolling Hills
All Closed Cases
First Quarter Update

Case #	Case Date	Case Status	Address of Violation	Description	Notes
478	3/9/2026	Closed	1 Morgan Ln.	Long-term parking in the easement	Closed 3/15/2026
477	2/23/2026	Closed	20 Buggy Whip Dr.	Dead pine tree	Closed 4/3/2026
475	2/9/2026	Closed	1 Lower Blackwater Canyon Rd.	Persistent dog barking	Closed 3/2/2026
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469	1/15/2026	Closed	5 Buggy Whip Dr.	Aggressive dog	Closed 1/20/2026
470	1/12/2026	Closed	9 Buggy Whip Dr.	Unpermitted construction	Closed 1/20/2026
474	1/6/2026	Closed	67 Saddleback Rd.	Dead green waste	Closed 2/10/2026
473	1/6/2026	Closed	64 Saddleback Rd.	Dead green waste	Closed 1/23/2026
452	4/22/2025	Closed	2 Crest Rd. East	Dead tree	Closed 1/4/2026
421	8/27/2024	Closed	7 Portuguese Bend Rd.	Unpermitted storage container	Closed 3/10/2026
367	7/13/2023	Closed	79 Eastfield Dr.	Unfinished construction	Closed 2/19/2026

Total: 11