



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

City Council

Monday, April 13, 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**

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

6. Blue Folder Items (Supplemental)

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

6.A. For Blue Folder Documents approved at the City Council Meeting

RECOMMENDATION: Receive and file.

7. Public Comment on Non-Agenda Items

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

8. Consent Calendar

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

8.A. Approve Affidavit of Posting for the City Council Regular Meeting of April 13, 2025

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 March 23, 2026: City Council Regular Meeting

RECOMMENDATION: Approve as presented.

8.D. Payment of Bills

RECOMMENDATION: Approve as presented.

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

RECOMMENDATION: Receive and file.

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

RECOMMENDATION: Approve as presented.

9. Excluded Consent Calendar Items

10. Commission Items

11. Public Hearings

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

RECOMMENDATION: Staff recommends that the City Council approve a three-year Professional Services Agreement with John L. Hunter & Associates for TMDL trash

monitoring and reporting required by the Los Angeles Regional Water Quality Control Board.

- 12.B. Consideration and possible action to adopt Resolution No. 1405 approving the award 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.**

RECOMMENDATION: Adopt Resolution No. 1405 approving the award 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.

13. Matters From the City Council

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

RECOMMENDATION: Receive and file. Provide direction to staff.

- 13.B. Discussion and Direction on Structure Height Standards for Williamsburg Lane**

RECOMMENDATION: Receive and file. Provide direction to staff.

14. Matters From Staff

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

RECOMMENDATION: Provide direction to proceed with the development and implementation of the Rolling Hills Civic Engagement Series and authorize staff to launch the inaugural program in 2026.

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

RECOMMENDATION: Staff recommends the City Council provide direction on whether to oppose SB 866 (Blakespear) and, if so, authorize the Mayor to sign and submit a letter of opposition on behalf of the City.

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

RECOMMENDATION: Receive and file.

15. Recess to Closed Session

16. Reconvene to Open Session

17. Adjournment

Next regular meeting: Monday, April 27, 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: 6.A.

Meeting Date: 4/13/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: For Blue Folder Documents approved at the City Council Meeting

Background:

Discussion:

Fiscal Impact:

Recommendation:

Receive and file.

Attachments:

1. CL_AGN_260413_CC_Item12B

BLUE FOLDER ITEM (SUPPLEMENTAL)

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

CITY COUNCIL MEETING April 13, 2026

- 12B. Consideration and possible action to adopt Resolution No. 1405 approving the award 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.**

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

[PW CHC 260320 PearceConcrete&MasonryInc Est rev.pdf](#)

[PW CHC 260326 Stephens Est rev.pdf](#)

[PW CHC 260309 TierOne Est rev.pdf](#)

[PW CHC 260318 VernesPlumbing Est rev.pdf](#)

[PW CHC 260326 Carney Est rev.pdf](#)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.A.

Meeting Date: 4/13/2026

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 13, 2025

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve

Attachments:

1. CL_AGN_260413_CC_AffidavitofPosting



Administrative Report

8.A., File # 2026-71

Meeting Date: 4/13/2026

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 13, 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 13, 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 10, 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: 4/13/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Approve the following Minutes of March 23, 2026: City Council Regular Meeting

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve as presented.

Attachments:

1. CL_MIN_260323_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

Benjamin Johnson, Code Compliance Officer / Planning Technician

Michael Ervin, Assistant City Attorney

Robert Samario, Finance Operations Lead Consultant (remotely)

3. Pledge Of Allegiance – Councilmember Wilson

4. Presentations / Proclamations / Announcements – None

5. Approve Order of the Agenda

Motion by Councilmember Wilson, seconded by Councilmember Pieper to move items 12A and 13B later in the agenda until Mayor Pro Tem Black's arrival. 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 14A. Motion carried unanimously with the following vote:

AYES: Pieper, Mirsch, Wilson, Mayor Dieringer

NOES: None

ABSENT: Black

7. Public Comment on Non-Agenda Items - None

8. Consent Calendar

8.A. Approve Affidavit of Posting for the City Council Regular Meeting of March 23, 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 9, 2026: City Council Regular Meeting

8.D. Payment of Bills

**8.E. Approve the following Minutes of the Finance/Budget/Audit Committee Special Meetings for:
April 28, 2025, March 9, 2026**

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

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

9. Excluded Consent Calendar Items - None

10. Commission Items

10.A. Receive and file Zoning Case No. 25-111: Site Plan Review for construction of a new mixed-use structure with garage and storage, non-exempt grading and other improvements; Conditional Use Permit for a detached mixed-use accessory structure greater than 200 square feet, and finding the project exempt from the California Environmental Quality Act for location at 26 Caballeros Road (Ziegler) (Lot 11-SK)

Presentation by Code Compliance Officer / Planning Technician Johnson.

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to receive and file with the addition of Mayor Dieringer's language revisions to Planning Commission Resolution 2026-03 as follows:

Section 6, Subdivision A, 4th Sentence: adding after "garage," "and shall total 844 square feet of the 1,640 square foot mixed-use accessory structure.";

Section 7: After "...findings," and before "...and the evidence" insert "all of the building plans presented,";

Section 7, Subdivision I: add a second sentence stating "The total structural coverage of the storage and garage portions of the mixed-use accessory structure shall not be less than 844 square feet." and;

Section 7, Subdivision AF: add a second and third sentence stating "These conditions shall also be maintained following the issuance of permits. The City reserves to itself every right and power available to it for enforcing the conditions of the Conditional Use Permit Approval."

Motion carried unanimously with the following vote:

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

11. Public Hearings – None

12. Discussion Items

12.A. Receive and File Fiscal Year 2026-27 Preliminary Projections and Balancing

Presentation by Finance Operations Lead Consultant Samario remotely via Zoom.

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

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

Mayor Dieringer requested to move to Item 14.A. in consideration of Mayor Pro Tem Black's absence. Without objection, so ordered.

14. Matters From Staff

14.A. Consideration of Authorizing the Mayor to Sign a Letter of Support for AB 2517 (Calderon) Regarding Improvements to the Fire Hazard Severity Zone Mapping Process

Presentation by City Manager Bañales.

Motion by Councilmember Mirsch, seconded by Councilmember Wilson authorizing Mayor Dieringer to sign and submit a letter of support. Motion carried with the following vote:

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

Motion by Mayor Dieringer, seconded by Councilmember Mirsch to authorize continued letters of support should AB 2517 come back with any minor amendments that do not change the bill's substance. Motion carried unanimously with the following vote:

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

13. Matters From the City Council

Items 13A and 13B were tabled due to Mayor Pro Tem Black's absence and his request to be present for consideration.

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

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

15. Recess To Closed Session – 7:55 P.M.

15.A. Conference With Legal Counsel - Existing Litigation Government Code Section 54956.9(D)(1) The City Finds, Based on Advice from Legal Counsel, that Discussion in Open Session will Prejudice the Position of the City in the Litigation. (2 Cases) A. Name of Case: City of Rolling Hills v. SCE CPUC Docket No. C.24-10-008 B. Name of Case: City of Rolling Hills v. SoCalGas CPUC Docket No. C.24-10-009

16. Reconvene To Open Session – 8:15 P.M.

17. Adjournment: 8:15 P.M.

The meeting was adjourned at 8:15 p.m. on March 23, 2026 in memory of Jack Smith, active resident and former Caballeros Club President. The next regular meeting of the City Council is scheduled to be held on Monday, April 13, 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: 4/13/2026

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 as presented.

Attachments:

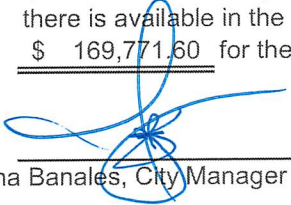
1. CL_AGN_260413_CC_PaymentOfBills_E

CITY OF ROLLING HILLS
AP26-019, ACH26-019
 Check Run 04/08/2026

Check No.	Check Date	Payee	Description	Amount
029191	4/8/2026	Alan Palermo Consulting	March 2026 Svcs - Tennis Crts ADA, Emergency	536.25
029192	4/8/2026	Bergeman Group	February 2026 - Const. Mgmt_TC ADA	12,600.00
029193	4/8/2026	Environmental Design Associates	2025 MWELO Compliance	150.00
029193	4/8/2026	Environmental Design Associates	Landscape Plan Review-19 Chuckwagon Rd	1,500.00
CHECK TOTAL			\$ 1,650.00	
029194	4/8/2026	Fidelity Builders, Inc.	Feb 2026 - TC ADA_Pay App 006	66,994.96
029195	4/8/2026	FLEXTG (formerly CBE-Cell Business	Copies - Jan to April 2026	1,594.83
029196	4/8/2026	County of Los Angeles	Jan 2026 - LA Cty PW-Bldg & Safety	15,053.27
029197	4/8/2026	LA County Sheriff's Department	February 2026 LASD Traffic Enforcement Special	1,582.95
029198	4/8/2026	LSL CPAs	FY24-25 Annual Audit Balance	5,425.00
029199	4/8/2026	Lomita Sheriff Station Foundation	Lomita Station Sheriff Foundation -50th Celebration	800.00
029200	4/8/2026	Mike Ziegler	Plan Rev Refund-Ziegler_26 Caballeros Rd	750.00
029201	4/8/2026	Race Communications	April 2026 - Communications Fiber	1,020.00
029202	4/8/2026	Samantha Crew	S. Crew - Mileage Log & Reimburse 11-19-25 to 03-20-	314.80
ACH-1135	4/8/2026	Abila	April 2026 Monthly Accounting Software	377.64
ACH-1136	4/8/2026	Bennett Landscape	April 2026 Landscape Maint	1,020.00
ACH-1137	4/8/2026	Bolton Engineering Corporation	March 2026 - TC ADA Consulting	860.00
ACH-1138	3/24/2026	CalPERS	CalPERS Retirement Payroll Ending 03-17-26	3,583.50
ACH-1139	4/8/2026	Cox Communications	Phone Service Mar 26 - April 25, 2026	94.14
ACH-1140	4/8/2026	Delta Dental	Dental Coverage April 2026	647.64
ACH-1141	4/8/2026	Executive Suite Services Inc.	January 2026 Janitorial Services	1,150.00
ACH-1142	4/8/2026	Executive Suite Services Inc.	February 2026 Janitorial Services	920.00
ACH-1143	4/8/2026	Executive Suite Services Inc.	March 2026 Janitorial Services	920.00
ACH-1144	4/10/2026	Forum Info-Tech. Inc./Levelcloud	April 2026 Monthly Cloud Hosting	5,226.68
ACH-1145	4/8/2026	County of Los Angeles	December 2025 Animal Care Housing Costs	289.89
ACH-1146	4/8/2026	County of Los Angeles	February 2026 Animal Care Housing Costs	912.46
ACH-1147	4/8/2026	MV CHENG AND ASSOCIATES	Feb 2026 Monthly Accounting Services	9,735.00

ACH-1148	4/1/2026	Nextiva	April 2026 Business Phone Service	289.36
ACH-1149	4/8/2026	Orkin	March 2026 Pest Control	187.00
ACH-1150	4/1/2026	PITNEY BOWES GLOBAL	March 2026-Admin Fee	59.10
ACH-1151	4/8/2026	City of Rolling Hills Estates	Reissue pmt-Emerg Prep MJHMP Cost Share	1,550.67
ACH-1152	4/8/2026	City of Rolling Hills Estates	Reissue pmt-MJHMP Emerg Prep	215.50
ACH-1153	4/1/2026	Standard Insurance Company	April 2026 Life Insurance Policy #161783 Div 0001	235.34
ACH-1154	3/20/2026	Vantagepoint Transfer Agents -	Deferred Comp Contributions PR Ending 03-17-26	1,368.29
ACH-1155	4/1/2026	Vision Service Plan - (CA)	April 2026 Vision Coverage	107.08
ACH-1156	4/8/2026	Willdan Inc.	Feb 2026 - Contract Senior Planner	11,340.00
PR LINK	3/20/2026	PR LINK - Payroll & PR Taxes PR6	Payroll Processing Fee PR#6 _03/04/26 - 03/17/26	93.97
PR LINK	3/20/2026	PR LINK - Payroll & PR Taxes PR6	Pay Period PR#6 _03/04/26 - 03/17/26	20,266.28
REPORT TOTAL				169,771.60

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
\$ 169,771.60 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: 4/13/2026

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 February 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.

Resident Services: Residents may request one free roll-off container for green waste disposal once a year. Monthly Residential Franchise Reports highlight usage of these bins.

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.

ADDITIONAL INFORMATION

Free Residential Roll-Off Bin

As mentioned, the City offers residents the opportunity to request one free roll-off container annually for green waste disposal. According to the current Residential Franchise Reports, entries labeled "Greenwaste – Free Residential Roll-Off Bin" and "Trash-Free Residential Roll-Off Bin." Although the City does not provide free roll-off bins for regular trash collection, the presence of "Trash-Free Residential Roll-Off Bin" in the report may indicate one of two possibilities:

- When Republic Services retrieves the bin and returns it to their facility, they may have identified contamination in the green waste bin, such as non-green waste disposed of improperly.
- Alternatively, this may be due to data entry or keying errors that require correction.

Republic Services continues to work on the reporting of this item. It is important to note that the City is not covering the cost associated with "trash-free" roll-off bins.

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_260413_Feb_TonnageReport
2. VC_REP_260413_Feb_C&D_Report
3. VC_REP_260413_Feb_CallLog_Redacted
4. VC_REP_260413_FebruaryComplaintList



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%
Grand Total		534.71	221.70	313.01	41.46%

CITY OF ROLLING HILLS NON-FRANCHISE 2026

Year 2026
Diversion Requirement

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%
Grand Total		78.10	0.18	77.92	0.23%



Republic Services
C&D Report

City of Rolling Hills
Reporting Period February-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: 2

Summary of Calls by Type		
Final Call		
Final Call Type	Sub-Type	Total
3.Missed Pick Up	Missed Yard Waste - Residential	1
3.Missed Pick Up 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
3.Missed Pick Up	Missed Yard Waste - Residential	20260226-232155894	2/26/2026 2:20 PM	2/28/2026 11:19 PM	Hermie M Bayoy	Sean SEAN F/(562) 572-3345 states they have been missed for the pickup originally scheduled on 2/24/2026. CX REPORTED YA RD WASTE WAS MISSED EARLIER THIS WEEK AND INSISTED MPU	(blank)	RESI	9020003507	1	CURRENT RESIDENT	87 CREST RD E ROLLING HILLS CA	

City of Rolling Hills - February 2026 Republic Services Complaint Log

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse
2/2/2026	3:20 PM	Missed Green Waste		19 Caballeros Rd.	Kash Knudson	Kash Knudson
2/9/2026	11:20 AM	Missed Trash and Green Waste		9 Upper Blackwater Cyn. Rd.	Kash Knudson	Kash Knudson
2/20/2026	1:00 PM	Missed Trash		1 Hummingbird Ln.	Rotilio Baca	Rotilio Baca
2/27/2026	3:40 PM	Mssed Trash and Green Waste		87 Crest Rd. E.	Hernan Acevedo	Hernan Acevedo



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.F.

Meeting Date: 4/13/2026

To: City Council

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

Thru: Karina Bañales, City Manager

Subject: 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

Background:

In June of 2023, the City Council adopted the fiscal year 2023-24 budget, which included funding of \$250,000 from General Fund reserves for a City Hall Solar/Battery Back-Up Project in the Capital Projects Fund (40-949).

On January 12, 2026, the City Council awarded a construction contract to Pacific Power Engineering Technology Inc. for providing construction services on the City Hall Emergency Backup Dual-Fuel Generator Project in an amount not-to-exceed \$288,150 including a 10% contingency and found the project categorically exempt from the California Environmental Quality Act.

On January 26, 2026 the City Council adopted Resolution No. 1402 authorizing a fiscal year 2025-26 budget modification to increase appropriations by \$111,150 in Fund 40-949 from a transfer of General Fund Reserves for providing construction services on the City Hall Emergency Backup Dual-Fuel Generator Project with an understanding that staff would return with a subsequent budget amendment for to-be-determined Southern California Gas (SCG) construction services.

Discussion:

In the Fall of 2025, staff received plans and pricing for the natural gas connection from Palos Verdes Drive North to the proposed generator site from SCG. Upon review, staff noted that a California Public Utilities Commission (CPUC) tax was more than doubling the cost of proposed construction services for a total of \$185,150.

Staff subsequently reached out to SCG to discuss concerns around their proposed pricing for a new service connection and held collaborative meetings on solutions to lower or avoid the additional and unavoidable CPUC tax. SCG's engineer re-evaluated the project's proposed service distribution and was able to design a far less costly plan that avoided Palos Verdes Drive North. The new proposed plans would utilize the existing service line pathway through City Hall's parking lot with periodic

asphalt saw cuts for upgrades to the meter, which would also be upgraded for the increased service capacity. An extension from the existing service line to the generator building would constitute a secondary project. This solution lowers the CPUC tax considerably, with total costs for both projects being less than half of the originally proposed amount.

In March 2026, Southern California Gas submitted both projects to properly service the City Hall Emergency Backup Dual-Fuel Generator Project. The attached resolution authorizes 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 Construction Services on the City Hall Emergency Backup Dual-Fuel Generator Project.

This evening, staff seeks City Council authorization to proceed with the proposed action through adoption of the Resolution as presented.

Fiscal Impact:

At the June 12, 2023 City Council meeting, the FY 23-24 budget was approved, including a capital allocation of \$250,000 to the City Hall campus back-up power project.

The City has already expended \$28,500 as a fee for services provided by SiteLogiQ in pursuit of a Design/Build Solar/Back Generator solution, a \$43,090 fee for the Dual Fuel Generator Engineering Design services by S&K, and \$1,402.50 for Alan Palermo's consulting services, totaling \$72,992.50

On January 12, 2026, the City Council approved a contract with Pacific Power Engineering Technology Inc., for the Dual-Fuel Generator Project No. 2025-04 for an amount not-to-exceed \$288,150.00 (inclusive of a 10% contingency). On January 26, 2026, the City Council approved a budget modification request for \$111,150 to ensure the above contract portion of the project was fully funded.

There is currently \$288,157.50 allocated in the capital fund budget towards this project, which includes a 10% contingency amount for the previously approved bid amount. This resolution would increase the budget by an additional \$77,231 for a total not-to-exceed project amount of \$365,388.50.

Recommendation:

Approve as presented.

Attachments:

1. ResolutionNo1406_SCG_DF_BackupGenerator_CIP_BudgetAmendment_F

RESOLUTION NO. 1406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA 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 FOR THE CITY HALL EMERGENCY BACKUP DUAL-FUEL GENERATOR PROJECT

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

Section 1. Recitals.

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

B. In June of 2023, the City Council adopted the fiscal year 2023-24 budget, which included funding of \$250,000 from General Fund reserves for a City Hall Solar/Battery Back-Up Project in the Capital Projects Fund (40-949).

C. On April 22, 2024, the City Council passed a motion (4/1) approving the pursuit of installing a dual-fuel emergency generator covering the entire City Hall campus.

D. On January 12, 2026 the City Council was presented with bids the City received regarding Construction Services for the City Hall Emergency Backup Dual-Fuel Generator Project, accepted the bid and approved a contract.

E. On January 26, 2026 the City Council adopted Resolution No. 1402 authorizing a fiscal year 2025-26 budget modification to increase appropriations by \$111,150 in Fund 40-949 from a transfer of General Fund Reserves for providing construction services on the City Hall Emergency Backup Dual-Fuel Generator Project with an understanding that staff would return with a subsequent budget amendment for to-be-determined Southern California Gas construction services.

F. In March 2026, Southern California Gas proposed and submitted two projects, a meter upgrade and a line extension, to properly service the City Hall Emergency Backup Dual-Fuel Generator Project.

F. The City desires to appropriate an additional Seventy-seven thousand, two hundred and thirty-one dollars (\$77,231) in Fund 40-949 from a transfer of General Fund Reserves for the City Hall Emergency Backup Dual-Fuel Generator Project.

Section 2. The sum of Seventy-seven thousand, two hundred and thirty-one dollars (\$77,231)) is hereby appropriated in the Fund 40-949 from a transfer of General Fund Reserves for the City Hall Emergency Backup Dual-Fuel Generator Project.

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

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. 1406 entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
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 FOR THE CITY HALL EMERGENCY
BACKUP DUAL-FUEL GENERATOR PROJECT**

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:

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: 12.A.

Meeting Date: 4/13/2026

To: City Council
From: Samantha Crew, Management Analyst
Thru: Karina Bañales, City Manager
Subject: Consideration and Possible Action on Entering into a Three-Year Professional Services Agreement with John L. Hunter & Associates for TMDL Trash Monitoring and Reporting

Background:

The Total Maximum Daily Load (TMDL) program establishes limits on pollutants that may be discharged into receiving waters in order to protect water quality and beneficial uses. TMDLs allocate the allowable pollutant load among various sources and are implemented through regulatory requirements and monitoring programs.

The Los Angeles Regional Water Quality Control Board adopted the Machado Lake Trash TMDL under Resolution No. R4-2007-006 to regulate trash discharges within the Machado Lake watershed. The TMDL was adopted in June 2007 and became effective in March 2008 following approval by the State Water Resources Control Board, the Office of Administrative Law, and the United States Environmental Protection Agency. The Regional Board later adopted the Santa Monica Bay Nearshore and Offshore Marine Debris TMDL under Resolution No. R10-2010-010 to address trash and debris entering coastal waters.

To comply with these requirements, the City of Rolling Hills implemented a Trash Monitoring and Reporting Plan (TMRP) for both TMDLs. The TMRP was originally submitted to the Regional Board in 2008 and approved later that year. A revised plan was submitted in 2011 and approved in 2012, which reduced the required monitoring frequency from quarterly monitoring to twice per year and following the first major storm event of the season. The City's TMRP includes a Minimum Frequency Assessment and Collection (MFAC) program and monitoring activities designed to track trash discharge levels and demonstrate compliance with the applicable TMDLs. Monitoring historically occurred multiple times each year and following major storm events. Over time, monitoring results have consistently demonstrated that trash discharge rates within the City are minimal or effectively zero due to the City's ongoing maintenance practices and implementation of best management practices. Annual monitoring reports submitted to the Regional Board over the past decade have consistently documented negligible trash discharge levels. Based on this performance, the Regional Board approved a reduction in the required monitoring frequency. In June 2021, the Regional Board authorized the City to conduct monitoring once per year following the first major storm event of the

season, while continuing to submit annual monitoring reports.

To assist with compliance activities, the City has historically retained John L. Hunter & Associates (JLHA), a consultant experienced in surface water quality monitoring and regulatory reporting, to perform the required monitoring and reporting services. JLHA's role is distinct from the City's broader stormwater program management consultant, McGowan Consulting, which oversees overall MS4 permit compliance, regulatory coordination, and annual reporting. In contrast, JLHA performs specialized field monitoring and technical trash assessments, which require a narrow and technical skill set. This separation of responsibilities is common practice among municipalities, as stormwater program management and TMDL monitoring involve different areas of expertise. With limited staff capacity and the technical complexity of these requirements, the use of specialized consultants helps ensure continued regulatory compliance while allowing City staff to focus on core municipal operations.

Discussion:

The Los Angeles Regional Water Quality Control Board has confirmed that the City remains a responsible party under both the Machado Lake Trash TMDL and the Santa Monica Bay Nearshore and Offshore Marine Debris TMDL and must continue implementing monitoring activities to demonstrate compliance. Although the monitoring frequency has been reduced over time due to the City's strong performance in controlling trash discharges, the City is still required to conduct field monitoring following the first major storm event of each season and submit an annual report documenting the monitoring results.

In urbanized watersheds, trash and debris can accumulate during the dry season and be transported into storm drain systems during the first significant rainfall event. Monitoring conducted immediately following the first major storm event helps verify that trash is not accumulating at levels that would impair downstream waterways or coastal resources. Continued monitoring ensures that the City's Minimum Frequency Assessment and Collection (MFAC) and Best Management Practices (BMP) program remains effective and that the City maintains the low trash discharge conditions documented in previous monitoring reports.

John L. Hunter & Associates (JLHA) has provided these monitoring and reporting services for the City for several years and is familiar with the City's watershed conditions, monitoring locations, and regulatory reporting requirements. Their services include conducting the required field survey following the first major storm event of the season, compiling and analyzing monitoring data, and preparing the annual compliance report submitted to the Regional Water Quality Control Board.

JLHA has submitted a proposal to continue assisting the City with these regulatory obligations. The proposed scope of work includes:

- Conducting one trash survey event following the first major storm event of the season
- Compiling monitoring data and performing data analysis
- Preparing the annual TMDL monitoring report for submittal to the Los Angeles Regional Water Quality Control Board

The proposed agreement differs from prior agreements by establishing a three-year contract term, from July 1, 2026 through June 29, 2029, and aligns with the City's fiscal year rather than a calendar year. This multi-year approach provides continuity for this recurring regulatory requirement, reduces administrative effort associated with annual renewals, and supports a consistent monitoring and reporting framework.

Fiscal Impact:

The proposed Professional Services Agreement with John L. Hunter & Associates will be on a time-and-materials basis with a total not-to-exceed amount of \$14,167 over the three-year term of the agreement (October 1, 2025 through October 1, 2028). Estimated annual costs are as follows:

Year	Not-to-exceed Cost
Year 1	\$4,582.00
Year 2	\$4,721.00
Year 3	\$4,864.00
The total not-to exceed cost for the three-year term:	\$14,167.00

Funding for these services is included in the City's adopted budget within the stormwater account used for stormwater compliance and water quality monitoring activities.

Recommendation:

Staff recommends that the City Council approve a three-year Professional Services Agreement with John L. Hunter & Associates for TMDL trash monitoring and reporting required by the Los Angeles Regional Water Quality Control Board.

Attachments:

1. Attachment A - CA_AGR_260413_JLHA_F_PE

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 13th day of April, 2026 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and John L. Hunter and Associates with principal offices at 6131 Orangethorpe Ave, Ste 300, Buena Park, CA 90620, hereinafter referred to as "CONSULTANT."

1. RECITALS:

A. The CITY desires to contract the CONSULTANT to collect and evaluate trash at discharge locations in compliance and conformance with the City's Machado Lake TMDL Monitoring Plan.

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

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

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

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services as stated in the attached Exhibit A (hereinafter referred to as "SERVICES").

3. COST

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this AGREEMENT at the rates and in the manner established in the attached Exhibit A.

A. Compensation. Total expenditure made under this AGREEMENT shall not exceed the sum of **\$14,448**. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated.

B. Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed within 30 days of submitting an invoice to City for the SERVICES. CONSULTANT shall submit an invoice for the SERVICES within 10 days of completing each task or portion thereof identified in Exhibit A to this AGREEMENT. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

CONSULTANT shall not be permitted to subcontract any portion of this contract without the express written consent of the CITY.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this AGREEMENT on July 1, 2026.

7. WORK PERFORMED

All work shall be of the highest quality and consistent with industry standards.

8. COMPLIANCE WITH LAW

All SERVICES rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal Law.

9. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office, located at 6131 Orangethorpe Ave, Ste 300, Buena Park, CA 90620, during the contract period and thereafter for five years from the date of final payment.

10. OWNERSHIP OF DATA

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

11. TERM OF CONTRACT

This Agreement shall be valid for 3 years, effective July 1, 2026 through June 30, 2029. The CITY may extend this AGREEMENT for an additional year. Such extensions shall be in writing by the CITY and the CONSULTANT.

12. TERMINATION

This contract may be terminated at any time for breach and the CITY may terminate unilaterally without cause upon 7 days written notice to the CONSULTANT. All work satisfactorily performed pursuant to this AGREEMENT and prior to the date of termination may be claimed for reimbursement.

13. ASSIGNMENT

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

14. AMENDMENT

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

15. NON-SOLICITATION CLAUSE

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

16. INDEMNITY

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

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

17. INSURANCE

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

i. Automobile Liability Insurance. CONSULTANT 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 CONSULTANT 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.

ii. General Liability Insurance. CONSULTANT 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. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

iii. Worker's Compensation Insurance. CONSULTANT shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit C."

iv. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT's operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be

less than \$1,000,000 on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of 3 years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

B. Additional Insured. General liability and automobile liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

C. Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self- insurance shall be called upon to protect it as a named insured.

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

E. Duration of coverage. CONSULTANT shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, their agents, representatives, employees, or subconsultants.

F. City's right of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement.

G. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

H. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants.

I. Enforcement of contract provisions (non-estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

J. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

K. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

L. Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

M. Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by CONSULTANT (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of CONSULTANT

under this Agreement. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONSULTANT's Subcontractor cannot comply with this requirement, which proof must be submitted to the CITY, CONSULTANT may still be able to utilize the Subcontractor provided CONSULTANT shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the CONSULTANT, but in all other terms consistent with the CONSULTANT's requirements under this Agreement. This provision does not relieve the CONSULTANT of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide CONSULTANT with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONSULTANT under this Agreement given the limited scope of work or services provided by the subcontractor. CONSULTANT agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to CITY for review.

N. CITY's right to revise specifications. The CITY reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the CONSULTANT 90 days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

O. Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

P. Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Q. Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. INDEPENDENT CONSULTANT

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

21. ENTIRE AGREEMENT OF THE PARTIES

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

22. NOTICES

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

CITY:	Karina Bañales, City Manager City of Rolling Hills No. 2 Portuguese Bend Road Rolling Hills, CA 90274
CONSULTANT:	John L. Hunter and Associates Attn: Cameron McCullough 6131 Orangethorpe Ave, Ste 300

Buena Park, CA, 90620

23. GOVERNING LAW

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF ROLLING HILLS

CONSULTANT

CITY MANAGER

JOHN L. HUNTER AND ASSOCIATES

KARINA BAÑALES



CAMERON MCCULLOUGH
VICE PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

NICOLAS PAPAJOHN, CITY ATTORNEY

Exhibit A



March 17, 2026

Karina Bañales
City of Rolling Hills
2 Portuguese Bend Rd
Rolling Hills, CA 90274

Subject: Proposal to Assist with the Machado Lake Trash TMDL Trash Monitoring and Reporting Plan and Santa Monica Bay Marine Debris TMDL Monitoring and Reporting

We at John L. Hunter & Associates (JLHA) welcome the opportunity to continue supporting the City of Rolling Hills with the Machado Lake Trash and Santa Monica Bay Marine Debris TMDL Monitoring and Reporting Plans.

Scope of Work

Because the Regional Board requires the City to maintain its TMDL compliance, ongoing monitoring and reporting remain mandatory. JLHA provides the expert personnel to fulfill these requirements by executing the City's revised monitoring plan. Our services include:

- **Annual Monitoring:** Conducting field assessments once a year, immediately following the first major storm event (per the Board's approved 2021 frequency reduction).
- **Annual Reporting:** Preparing and submitting all required annual TMDL compliance reports to the Regional Board.

Timeline & Cost

- **Term:** Three (3) years (July 1, 2026 – June 30, 2029), with the option to extend upon mutual agreement.
- **Budget:** Services will be billed according to the attached Standard Rate Schedule and estimated costs. We will not exceed the total cost estimate without prior City authorization. If scope changes threaten to exceed the estimate, we will notify the City immediately.

If you have any questions, you can reach me at cmccullough@jlha.net or 562.726.4259.

Sincerely,

A handwritten signature in blue ink that reads "Cameron McCullough".

Cameron McCullough
Director, JLHA

JLHA Fee Proposal

JLHA hourly rate schedule for the three (3) year agreement

Company title	Rate (\$/hr)
Principal	\$246
Director	\$233
Senior Program Manager	\$219
Program Manager, Senior Engineer	\$205
Assistant Program Manager, Engineer	\$183
Lead Specialist, Lead Analyst	\$173
Senior Specialist, Senior Analyst	\$162
Specialist II, Analyst II	\$150
Specialist I, Analyst I	\$139
Administrative Assistant or Laborer	\$91

Not-to-Exceed Total Project Cost Proposal for the Three (3) Year Agreement

Task	Year 1 total	Year 2 total	Year 3 total
1. Trash Survey Event	\$3,572	\$3,572	\$3,572
2. Data Compilation and Annual Reporting	\$1,244	\$1,244	\$1,244
Annual Totals	\$4,816	\$4,816	\$4,816

Total for three (3) years:Total for three (3) years: \$14,448



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.B.

Meeting Date: 4/13/2026

To: City Council

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

Thru: Karina Bañales, City Manager

Subject: Consideration and possible action to adopt Resolution No. 1405 approving the award 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.

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.

Discussion:

In late February, staff began soliciting estimates from contractors that could meet the above prevailing wage / DIR requirements and explored additional ways to potentially lower overall repair costs for an emergency infrastructure investment. Staff also requested a quote from current landscaping maintenance provider Bennett Landscape to assist with necessary trenching/backfilling and restoration in their newly landscaped areas alongside City Hall to help lower the originally proposed plumbing estimates from the vendors below. The City received the following five (5) revised proposals:

Contractor	Address	Proposal Amount*
Pearce Concrete & Masonry, Inc.	841 Van Ness Ave., Torrance, CA 90501	\$27,974
Stephens Plumbing	616 W. 6th Street, San Pedro, CA 90731	\$29,785.62
Tier One Mechanical, Inc.	18414 S. Santa Fe Avenue, Rancho Dominguez, CA 90221	\$31,500
Verne's Plumbing	8561 Whitaker Street, Buena Park, CA 90621	\$40,046.25
Carney Engineering Construction, Inc.	18812 Corby Ave., Artesia, CA 90701	\$45,900

Staff validated the estimates received (Attachments C-G) and determined that Pearce Concrete & Masonry Inc. is the lowest responsive and responsible contractor.

Staff recommends that the City Council award the construction contract (Attachment B) to Pearce Concrete & Masonry, Inc. in the amount of \$29,373, including a 5% contingency. Resolution No. 1405, approving this action, is attached as Attachment A and has been approved as to form by the City Attorney.

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). An additional amount of \$3,225 will be expended via the City's current landscape maintenance contract with Bennet Landscape for trenching, backfilling, and landscape restoration.

This project is currently not budgeted. However, it is possible that there will be savings from one or more accounts that will cover the cost of this project. As we approach the end of the fiscal year, staff will have a better sense of whether there are sufficient savings to cover some or all of the project's costs. If needed, staff will return to the Council with a recommended budget adjustment before June 30, 2026.

Recommendation:

Adopt Resolution No. 1405 approving the award 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.

Attachments:

1. Attachment A - ResolutionNo1405_CityHallWaterMain_EmergencyRepair_F
2. Attachment B - CA_AGR_260413_PearceC&M_CHWaterMain_EmergencyContract_F
3. Attachment C - PW_CHC_260320_PearceConcrete&MasonryInc_Est_rev
4. Attachment D - PW_CHC_260326_Stephens_Est_rev
5. Attachment E - PW_CHC_260309_TierOne_Est_rev
6. Attachment F - PW_CHC_260318_VernesPlumbing_Est_rev
7. Attachment G - PW_CHC_260326_Carney_Est_rev

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. 1287 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:

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

PEARCE CONCRETE & MASONRY, INC.

By: _____
City Manager

By: _____
Its: _____
Printed Name: _____

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

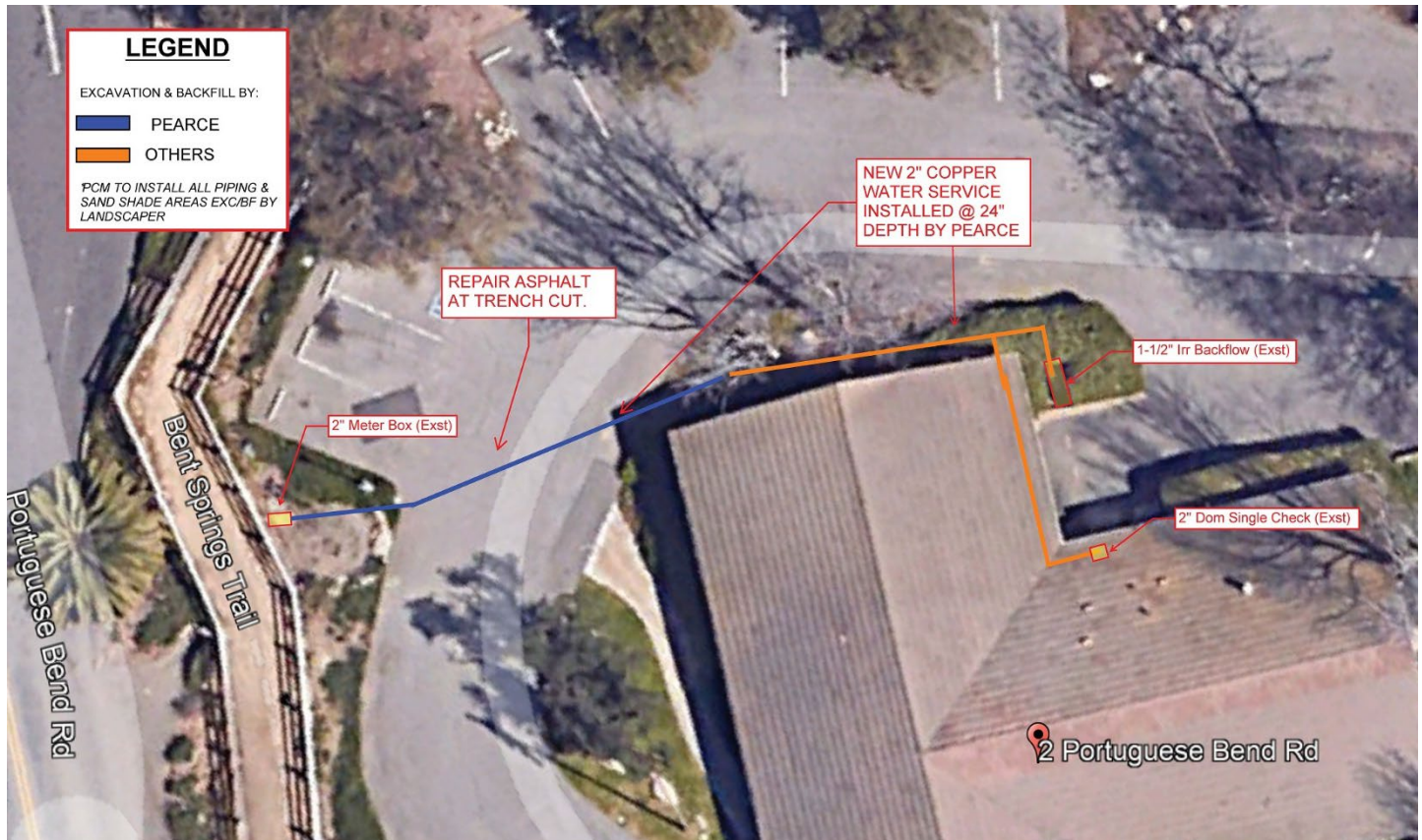


EXHIBIT "C"

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

Name (Print)

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: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

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 _____

Signature _____

Name and Title _____

Dated _____

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 : _____

Signature: _____

Name: _____

Title: _____

Date: _____



Estimate

Date
3/16/2026

Dept	Estimate #	Revision #
U	8355	1

Name
Rolling Hills HOA Christian Horvath 2 Portuguese Bend Rd. Rolling Hills, CA 90274

Project
2 Portuguese Bend Rd. Rolling Hills, CA

Description	Total
The following scope is figured for prevailing wage work / rates. 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 GENERAL NOTES, TERMS & CONDITIONS: Prices are valid for 30 days from the date of this proposal. -Utility work INCLUDES asphalt patching for utility trenches ONLY. **PLEASE NOTE: Public Works may require additional paving, such as grinding/milling and recapping of street from property line to property line. Additional paving work is NOT INCLUDED unless specifically listed in the scope of work. -NO other concrete work is figured unless listed in the scope of work. -NIGHT WORK: Work to be completed during normal business hours (7am – 5pm). If night work is required, additional costs will apply. 6ft machine access required for all trenching. If machine access is not available, additional cost will apply unless hand trenching is specifically indicated in above scope of work. *EXCLUSIONS* -City "Right of Way" permits, inspection fees, plan check fees, and/or public works deposits are NOT INCLUDED. -Cal Trans permits are NOT INCLUDED. -No permits are included unless specifically stated in the proposal. All Terms and Conditions apply	27,974.00
Total	

CONCRETE / MASONRY

LICENSE #785270

841 VAN NESS AVE, TORRANCE, CALIFORNIA 90501

OFFICE: 310-793-1440 CELL: 310-993-2422 FAX: 310-370-1613

PEARCE CONCRETE & MASONRY, INC.



Estimate

Date
3/16/2026

Dept	Estimate #	Revision #
U	8355	1

Name
Rolling Hills HOA Christian Horvath 2 Portuguese Bend Rd. Rolling Hills, CA 90274

Project
2 Portuguese Bend Rd. Rolling Hills, CA

Description	Total
-Striping/painting of street unless specifically listed above. -Water bills associated with construction. -Unforeseen underground utilities damage -Pearce Construction / Pearce Utilities not responsible for street damage due to mobilizing of heavy equipment. -Repairing or replacing of any city off-site concrete or asphalt that is damaged or vandalized during construction off work hours. -Repairs to landscape and irrigation -Survey pins and/or other survey markings: Pearce Construction / Pearce Utilities not responsible for the replacement of survey pins and other markings which are removed with paving, concrete structures/slabs, or anything else we are contracted to remove. It is illegal for an unlicensed surveyor to install survey pins or markings and therefore we will not save existing pins and reinstall. It is the contractor and/or homeowner's sole responsibility to re-survey as needed. -TRAFFIC CONTROL – All traffic control, traffic engineering, including associated fees and time to procure traffic plans and permits are EXCLUDED, unless specifically included in the scopes of work above. ROCK CLAUSE - Any rock, concrete, slurry, or other underground obstructions preventing excavation with a common "mini excavator" and/or requiring chipping/breaking will result in an additional cost. JOINT MEETS DURATION - Joint meets with utility companies for combined work are figured as a maximum 8 hr day during normal working hours (7am-4pm), unless noted in scope of work. Additional time required for joint meets may result in additional charges. ENCASEMENTS – Any unforeseen concrete encasements requiring chipping and removal by our staff or during joint meets will result in an additional charge. SHORING AND TRENCH PROTECTION – Open excavations for joint meet tie-ins include trench protection for up to 4 weeks. If joint meet tie-in is not performed within 4 weeks of preparation, additional charges will apply. All Terms and Conditions apply	
Total	

CONCRETE / MASONRY

LICENSE #785270

841 VAN NESS AVE, TORRANCE, CALIFORNIA 90501

OFFICE: 310-793-1440 CELL: 310-993-2422 FAX: 310-370-1613

PEARCE CONCRETE & MASONRY, INC.

Page 2



Estimate

Date
3/16/2026

Dept	Estimate #	Revision #
U	8355	1

Name
Rolling Hills HOA Christian Horvath 2 Portuguese Bend Rd. Rolling Hills, CA 90274

Project
2 Portuguese Bend Rd. Rolling Hills, CA

Description	Total
Excludes damage to existing hardscape, walls/fence, temporary fencing, sprinkler lines, porta potties etc. Trenches that are requested to be left open for other trades must be backfilled by others. If not, additional fees will incur to return for backfill. ANY PAYMENTS MADE TOWARD THIS PROPOSAL CONFIRMS ACCEPTANCE OF ALL THE TERMS AND CONDITIONS ~~~~~ CHANGE ORDER ~~~~~ March 20, 2026 > Removed 1 Trenching. (-\$14,300.00) > Changed description of Water. (+\$0.00) Total change to estimate -\$14,300.00 ~~~~~	
All Terms and Conditions apply	Total \$27,974.00

CONCRETE / MASONRY

LICENSE #785270

841 VAN NESS AVE, TORRANCE, CALIFORNIA 90501

OFFICE: 310-793-1440 CELL: 310-993-2422 FAX: 310-370-1613

PEARCE CONCRETE & MASONRY, INC.

Page 3

Estimate: 19963946
Project:
Estimate Date: 2/19/2026

Billing Address:
CITY OF ROLLING HILLS
2 PORTUGESE BEND ROAD
ROLLING HILLS, CA 90274

Job Address:
CITY OF ROLLING
HILLS
2 PORTUGESE BEND
ROAD
ROLLING HILLS, CA
90274

Estimate Details

Water service replacement from meter to back flow and building

Will install approximately 140 ft of 2" type L copper pipes and fittings from meter to back and 2" pressure regulator at building. Will saw cut and haul approximately 1ft wide by 30ft of asphalt. Will excavate And trench approximately 140 ft to install new water service. Will backfill and compact earth after repairs are made. Does not include putting back rocks on landscape.

Pricing Information

Financing Options Available

We Gladly Accept:
Cash, Check, Debit Cards
All Major Credit Cards
3% Service Charge Will Be Applied
To All Credit Card Transactions

Estimate Sub-Total	\$33,865.62
Tax	\$0.00
remove trenching in landscaped area	-4,080.00
	\$29,785.62

Total To Pay \$33,865.62

Thank you for choosing STEPHENS PLUMBING, HEATING & AIR CONDITIONING !

Authorization Paragraph

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Stephens Plumbing, Heating & Air Conditioning as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Date: 3/9/2026

To:

Location: Rolling hills City Hall
2 Portuguese Bend Rd.
Rolling Hills, CA. 90275

Job Name: Reroute a new water service from the meter.

Bid By: Cornelio Torres

Bid Amount: \$ **31,500.00**

Bid Number: 26-2056

Scope of work:

- Safe off the work area.
- Saw cut and remove the asphalt.
- Excavate trench 18" deep.
- Install 2" copper pipe Type K from the meter to the pressure regulator next to the A/C units.
- Install a 2" tee and reconnect the 2" irrigation backflow device.
- Make all the necessary connections.
- Backfill and compact.
- Reinstall asphalt.
- Clean up the work area and disposed of all trash offsite.
- Work to be done during regular hours 7am-4pm M-F

Note:

- Permits will be pulled by the client.
- The removal of the rocks on the side of the building will be removed by landscapers.

Exclusions:

Premium time, parking fees, permits, plans, plan check, inspections, non-working valves, coring, x-ray, sonar, electrical, fire protection, unforeseen or concealed site conditions that prevent the intended scope of work, stand by time, delays from (security, freight elevator, engineering, housekeeping,) repairs to existing piping, condensate drains, lawn sprinklers, bathroom accessories, T-bar or concealed spline ceiling removal, ceiling tile replacement, hazardous material handling & or removal, concrete patch, wall and ceiling patch or painting, multiple mobilizations, damage to finished work, force majeure.

Terms and Conditions:

1. Payment shall be made within 30 days of invoice. Past due payment is subject to 4% monthly interest. Provider is entitled to stop work and terminate this Agreement for failure to pay timely.
2. Provider will maintain and adhere to its own safety program, which will meet all applicable federal, state and/or local safety related laws and regulations.
3. Client shall permit Provider free and timely access to all areas and allow Provider to start and stop the system/equipment as necessary. Client shall prepare premises to facilitate the Services including opening/cutting/patching and utility access.
4. Any additional work including materials or labor will be an additional charge. By entering into this Agreement, Client agrees to the hourly rates shown in the attached.
5. Provider is not responsible for design of the system or performance criteria.
6. Provider shall not be liable for any delay caused by force majeure events or by Client.
7. Provider's Services does not include the identification, abatement or removal of asbestos, mold, or any other



18414 South Santa Fe Avenue, Rancho Dominguez, CA 90221
Ph 424.393.4022 • www.t1mechanical.com • CA Lic #1071811

hazardous materials. If such substances are recognized, Provider's will notify the Owner and Provider shall thereafter suspend its work until such material is removed by others and the time for completion of the work shall be extended. Provider expressly disclaims any and all responsibility and liability related to these substances.

8. Provider agrees to defend, indemnify, and hold harmless the Client for claims related to property damage or bodily injury to the extent caused by Provider's negligence or willful misconduct. Client agrees to defend, indemnify, and hold harmless the Provider for claims related to property damage or bodily injury to the extent caused by Client's (or any party for which Client is responsible) negligence or willful misconduct.

9. Provider shall warranty its Services for one (1) year from completion. The warranty is limited to, at Provider's option, repair or replacement and such repair or replacement shall be Client's sole remedy. This warranty is conditioned upon proper operation and maintenance by Client and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse. Provider shall not be liable for any consequential damages including loss of use, loss of profit, increased operating or maintenance expenses, claims of Client's tenants or clients, or any other special or indirect damages. Provider's liability shall not exceed the lesser of the contract sum of this Agreement or the cost of repair/replacement of the defective product and/or workmanship.

10. Provider is not liable for damage to its work caused by others and shall be reimbursed for any damage.

11. This Agreement shall govern the obligations of the parties and supersedes any purchase order or other document issued by Client or plans/specs attached.

12. This Agreement shall be subject to the laws of California and any legal proceeding shall be resolved through binding arbitration in Los Angeles County.

13. In the event Provider must commence legal action, in order to recover any amount payable under this Agreement, The client shall pay all court costs, experts and attorneys' fees, and related expenses.

Note:
Estimate is good for 30 days.

By signing below, Client authorizes Tier One Mechanical to perform the scope listed above and agrees with the terms hereof.

Approved By: _____ Print Name: _____

Purchase order number/Work order number/Contract number: _____

Date: _____



QUOTE

QUOTE NO
26-1142

TO Rolling Hills
2 Portuguese Bend Road
Palos Verdes Estates, CA 90274

Job: 2 Portuguese Bend Rd, Rolling Hills, CA
90274

QUOTE DATE	VALID THRU	FOR	PAGE
3/13/2026	4/11/2026	Water Main Install	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
QUOTE	1	Price Includes: All labor and material to run a new water main line from the meter to the building feed and backflow device. Will saw cut asphalt to trench from meter to across the parking driveway. Will backfill compact the parking driveway and patch asphalt. Customer to dig up the side of building, backfill, remove rocks, and reinstall rocks.	40,046.25	40,046.25*

Labor - \$19,440

Service Charge - \$85.00

Parts - \$3,500.00

Tax - \$271.25

Parts Mark Up - \$700.00

Equipment - \$1500.00

Trench Plate - \$550.00

Demo - \$4000.00

Patch - \$5000.00

Permit - \$5000.00



QUOTE

QUOTE NO
26-1142

TO Rolling Hills
2 Portuguese Bend Road
Palos Verdes Estates, CA 90274

Job: 2 Portuguese Bend Rd, Rolling Hills, CA
90274

QUOTE DATE	VALID THRU	FOR	PAGE
3/13/2026	4/11/2026	Water Main Install	2

Please sign and fax back for approval, thank you

Approved By: _____

Date: _____

Signed: _____

Title: _____

SUBTOTAL \$40,046.25

TAX \$0.00

TOTAL AMOUNT \$40,046.25



18812 Corby Ave
Artesia, CA 90701
Office: (424) 376-3506 | **Fax:** (310) 299-9817
CSLB #: 1078305 | **DIR#:** 1000802072

Bid # 26-043R1

Date: March 20, 2026

Attention: Christian Horvath

Job: City Hall WL

To: City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills CA 90274

**NO PERMITS OR INSPECTION
FEES INCLUDED.**

QUOTATION

<u>Item#</u>	<u>Quantity</u>	<u>UM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
Civil Hall Waterline (2" Copper)					
100010	55	LF	D/S/B Trench (STREET) (Native BF)	\$ 218.00	\$11,990.00
100015	85	LF	PROVIDE & INSTALL SHADING (NOT DUG BY CEC)	\$ 34.00	\$2,890.00
100020	140	LF	2" Copper (K TYPE)	\$ 112.25	\$15,715.00
100030	3	EA	Connect to Existing (MTR/Backflow)	\$ 1,050.00	\$3,150.00
100040	3	EA	Cut/Cap Exst 2" WL	\$ 700.00	\$2,100.00
100050	1	LS	Pressure Test / Flush	\$ 2,250.00	\$2,250.00
100060	105	SF	R & R Asphalt Pavement- trench width only	\$ 57.00	\$5,985.00
MOB	1	LS	Mobilization	\$ 1,820.00	\$1,820.00
TOTAL					\$45,900.00
<u>Optional Items</u>					
OP1	140	LF	2" Municipex (Deduct)	\$ (18.75)	-\$2,625.00
HAUL OFF	1	LD	Haul off Spoils (CEC EXC ONLY)	\$ 900.00	\$900.00

NOTES:

- SCOPE BASED ON JOB WALK 3/10/26 (SEE ATTACHED MARK-UP)
- CEC TO EXCAVATE & BACKFILL STREET PORTION ONLY (BLUE ON MARK-UP). LANDSCAPER TO EXCAVATE/BACKFILL THE REMAINDER (ORANGE)
- ITEM 100015 COVERS SAND SHADING FOR PORTIONS OF TRENCH DUG BY LANDSCAPER (ORANGE)
- LANDSCAPER TO REMOVE & REPLACE ALL LANDSCAPE & HARDSCAPE
- PREVAILING WAGE INCLUDED
- CEC TO ABANDON EXISTING 2in COPPER LINE IN PLACE BY CRIMPING & SOLDERING LINE AT EXCAVATION ENDS.
- EXISTING BACKFLOWS & RISERS TO BE RE-USED.
- **1 EA** Mobilizations are included. Additional mobilizations to be **\$ 2,250.00 /EA by Occurrence**
Due to ongoing market volatility and tariff-related cost increases, all quoted pricing is subject to review and adjustment prior to contract execution.

EXCLUSIONS:

OCIP Insurance SIR/DEDUCTIBLE over \$5,000.00(additional charges will apply for anything over \$5,000.00)

OCIP Credits. All Insurance has been removed from bid if OCIP is applicable to project

Permit/Inspection Cost, Engineering, Survey, Bonds (2.5% Rate)

Fire service signage, chains and locks of any kind

Any finished paving or concrete- unless specified

Haul away of excess excavated materials- unless specified

Slurry or rock backfill- unless specified

Hard Dig / Rock Excavation - Excavation not achievable with 24K Bachoe

Storm Water Pollution or Construction Water Prevention Devices

Chlorination, BacTee Testing And/Or any other testing not mentioned above

Backflow Cages, Brass/Copper Riser and Fittings -unless specified.

Dewatering

Video Camera Lines

Compaction testing

Traffic Control does not include flagging / VMBs / Or Eng TCP Unless Specified

Construction Water

Hazard Material Disposal - Contaminated Dirt, Asbestos Pipe, ect

Stormdrain Screens/Filters - Unless Specified

CARNEY ENGINEERING CONSTRUCTION, INC. RESERVES THE RIGHT TO WITHDRAW THIS BID AT ANY TIME

LEGEND

EXCAVATION & BACKFILL BY:

	CEC
	LANDSCAPER

**CEC TO INSTALL ALL PIPING & SAND SHADE AREAS EXC/BF BY LANDSCAPER*

LEGEND

EXCAVATION & BACKFILL BY:

	CEC
	LANDSCAPER

**CEC TO INSTALL ALL PIPING & SAND SHADE AREAS EXC/BF BY LANDSCAPER*

LEGEND

EXCAVATION & BACKFILL BY:

	CEC
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	LANDSCAPER

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EXCAVATION & BACKFILL BY:

	CEC
	LANDSCAPER

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EXCAVATION & BACKFILL BY:

	CEC
	LANDSCAPER

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	CEC
	LANDSCAPER

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	LANDSCAPER

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LEGEND

EXCAVATION & BACKFILL BY:

	CEC
	LANDSCAPER

**CEC TO INSTALL ALL PIPING & SAND SHADE AREAS EXC/BF BY LANDSCAPER*



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 13.A.

Meeting Date: 4/13/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Consideration of the Fiscal Year 26/27 South Bay Cities Council of Governments annual membership dues

Background:

The South Bay Cities Council of Governments (SBCCOG) is a joint powers authority government agency comprised of 16 cities and Los Angeles County that share the goal of maximizing the quality of life and productivity of the Los Angeles South Bay subregion. South Bay cities and the county maintain the qualities and characteristics that make them unique and independent, while coming together collectively to address issues of common interest for a greater good. Members are motivated by the collective vision of what the SBCCOG can do for individual communities by working together to foster cooperation, collaboration and innovation.

The SBCCOG members are Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Torrance, and the Harbor City/San Pedro/Wilmington communities of the City of Los Angeles, along with the unincorporated areas of the County of Los Angeles District 2 and 4.

Overseen by a board of directors made up of member delegates, the SBCCOG conducts business through committees and working groups made up of city and county elected officials, city and county staff, government partners and community members. These groups focus on areas of regional concern, including but not limited to:

- Conservation of energy and water, along with waste reduction and shared mobility, through the South Bay Environmental Services Center (SBESC)
- Senior and homeless services through Social Welfare, Equity and Access initiatives
- Transportation, particularly administration of Measure R and Measure M funding
- Land use and climate action planning through Sustainable South Bay initiatives
- Broadband access with the South Bay Fiber Network (SBFN)
- Geographic information systems (GIS) mapping through Technology initiatives and Advocacy on legislative positions that address these issues.

The SBCCOG mission is to provide a leadership forum for South Bay local governments to act collaboratively and advocate for regional issues with a focus on improving transportation, the environment, and strengthening economic development.

As part of their stated Guiding Principles, the SBCCOG shall:

- Promote cooperation among member agencies in the discussion of issues of mutual interest.
- Act collaboratively on programs or activities that can be better accomplished collectively than by any one jurisdiction.
- Acknowledge each jurisdiction's independence while advocating for the South Bay with one voice.
- Support member proposals that further the mission, vision and goals of SBCCOG.
- Identify challenges and opportunities that transcend jurisdictional boundaries.
- Seek solutions to issues of common concern without duplicating or harming other agencies' efforts.
- Represent the interests of the South Bay with other governing bodies and organizations.
- Seek resources from county, regional, state, and federal agencies that will benefit the South Bay.

On March 11, 2024, the City Council received a report regarding the SBCCOG's proposed restructuring of their membership dues calculation formula. At that time, the proposed City of Rolling Hills' FY24/25 membership dues were \$8,091. On a motion by Councilmember Dieringer and seconded by Mayor Mirsch, the City Council voted to remain as members under the new proposed dues structure, with Councilmembers Black and Pieper dissenting.

In April 2024, the SBCCOG Board approved a policy stating that each year's dues from 2024 forward would include an annual CPI increase based on the previous calendar year, with a cap (maximum increase limit) of 5%.

At the August 25, 2025 City Council meeting, Councilmember Black requested an item be agendaized in the new year regarding the SBCCOG membership dues.

On February 23, 2026, the City Council received and filed a report on the SBCCOG and directed staff to prepare an analysis on the value the City receives from participation in SBCCOG as related to the annual membership fee, communicate what joint programs are required for the City to utilize, and what the repercussions would be should the City withdraw.

In the event the City Council would like to re-consider its membership, the section of the SBCCOG's JPA agreement that addresses withdrawal is below.

Section 21. Members.

a. Withdrawal. A member may withdraw from the Council by filing its written notice of withdrawal with the Chair of the Governing Board 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the Council, until the effective date of termination of this Fourth Amended and Restated Agreement, except that a withdrawn Member shall be entitled to the balance of the

annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Council.

Discussion:

Value the City receives from SBCCOG participation as related to the annual membership fee:

Staff has updated a brief analysis (Attachment A) depicting topics and areas where the City currently utilizes the SBCCOG. The analysis also communicates whether an item is mandated legislatively or is related to areas of concern that the City must comply with for other purposes, and whether it has a direct or indirect benefit.

Some examples include:

- The Planning Department has received direct support in recent years for housing legislation / new requirements, including an Accessory Dwelling Unit (ADU) study, Climate Action Planning (CAP), and assistance with local planning assessments.
- Senate Bill 1383 (SB1383) compliance efforts — CalRecycle, the state agency responsible for implementing and enforcing SB1383, provided initial Local Assistance Grant funding to support program startup. The City received \$75,000, which has been administered by SBCCOG to deliver direct compliance support. These efforts have included:
 - Two community composting workshops
 - An educational video series
 - Website content
 - Distribution of free compost bins and kitchen pails to residents
 - Grant management, administration and reporting
- Additional access to local Transportation Funding — while the City does not have public roads, it does:
 - Receive local return funding via Metro that allows the City to help supplement the general fund via selling of funds (Prop A), donate to neighboring cities for projects that can positively impact Rolling Hills / Peninsula residents (Prop C), and potentially allow for City campus related mobility upgrades (Measure R/M/TDA-3)
 - Aside from the above, the SBCCOG, in 2025, implemented a new Local Allocation Program that would allocate 10% of additional Measure M funds to member cities, without any local project competition, towards eligible projects. Starting in 2029/30, this amount for Rolling Hills each year will be approximately \$67,733 and would help supplement current Measure R & M monies the city is saving in a Metro capital fund to help execute potential campus projects (assuming eligibility).
- Staff participates quarterly in Energy Efficiency meetings and has utilized services and information to stay abreast of opportunities that may continue helping lower current monthly energy costs.
- Staff participates in monthly City Manager meetings, bi-monthly City Clerk meetings, as well as Community Development meetings and other topics / areas as needed.

There are no joint programs that the City is *required* to utilize. But as stated above, many of the programs serve some benefit or another for participation or awareness, and additional staff support from the SBCCOG.

Potential impacts of withdrawing membership would include:

- Lack of access to information, updates, and educational meetings/forums that aid staff in ensuring the City of Rolling Hills remains in compliance with state law, finding best practices

for administrating city business, or finding cost-saving opportunities via initiatives and programs where cross-jurisdictional collaboration via the SBCCOG can offset City general fund obligations

- Loss of access to the Local Allocation Program funding of \$67K per year starting in FY 29/30 as this is managed directly via the SBCCOG for member cities
- Loss of access to SBCCOG staff and consultants in specific situations would require the City to allocate funding when and if necessary.
- A gap in staff capacity, as the City relies on the SBCCOG to supplement limited internal resources

From a staff perspective, the SBCCOG provides localized programs, forums, and meetings that are generally included as part of membership. By comparison, participation in events and conferences offered by the League of California Cities, Southern California Association of Governments, and California Contract Cities Association may involve additional registration or attendance fees.

Staff recommends continuing membership with the SBCCOG and requests the City Council provide direction and guidance.

Fiscal Impact:

The City of Rolling Hills FY26-27 SBCCOG membership dues will be \$8,625. This reflects an adjustment of 3.2% based on the average CPI for 2025 per the SBCCOG Board's approved policy.

Recommendation:

Receive and file. Provide direction to staff.

Attachments:

1. Attachment A - GV_GVO_260323_COG_Services_Estimates

City of Rolling Hills
Cost Estimates for Work Performed by SBCCOG

South Bay City Council of Governments - Seviles provided to RH	SBCCOG Funds	In-House	Consultant (Estimate)	Opt Out	Legislative Mandate	Benefit	Comments
Facility Equipment Inventory/Energy Efficiency							
SBCCOG maintains the facility equipment inventory for City Hall / RHCA and identified ongoing cost-saving opportunities.	PT Employee & technical support from outside consulting firm at a cost of \$25,000	\$5,292.20*	-	-	California's overarching greenhouse gas (GHG) reduction goals (e.g., SB 32, carbon neutrality by 2045) are not direct, legally binding mandates for cities to adopt specific Climate Action Plans (CAPs), but they act as state-level requirements that necessitate local compliance through land-use planning, building codes, and transportation policies.	Direct	While identifying incentives is not mandated, the state continues to mandate equipment refrigerants and energy consumption. The SBCCOG's partnership with the SoCalREN (energy efficiency) goes out 8 years where a lot can change within that time period. This partnership helps ensure that cities have access to technical resources and incentives now and in the future.
SBCCOG worked on behalf of the City with the Southern California Regional Energy Network (SoCalREN) to try to get the 2023 HVAC unit installation incentivized post project completion - but was unsuccessful.						Direct	
SBCCOG conducted study on cool roof technologies which included criteria assessment of city campus buildings.	PT Employee	\$5,292.20*	\$120,056	-		Indirect	While RH does not meet the current requirements to participate, studies like this are helpful to learn about ways to potentially save costs when undertaking future roof repairs or replacements and help meet energy efficiency goals which ultimately lower energy costs.
Grant Application/Writing							
SBCCOG wrote the application for SB1383 CalRecycle Funding.	PT Employee	\$5,292.20*	\$30,000.00	-	Dependent on city size	Direct	In addition to completing the applications, the SBCCOG seeks opportunities to bring funding to South Bay subregion and member cities
					No	Direct	
SBCCOG submitted a Rivers and Mountains Conservancy (RMC) Grant on behalf of Rolling Hills and other South Bay cities to develop a South Bay biodiversity plan.	PT Employee	\$5,292.20*	\$30,000.00		No	Direct	
Legislative Lobbying Services							
SBCCOG monitors Housing issues, transportation, etc.	PT employee	\$8,228**	\$30,000.00	-	Monitoring is not mandated, but compliance with housing laws is	Direct	In 2021 RH, RPV,RHE and PVE considered a joint professional service agreement with a consulting firm to monitor legislation as it pertains to Peninsula cities. Ultimately, RPV was the only agency that decided to proceed with this action. While CalCities provides similar services at a statewide level, the SBCCOG focuses on direct impacts to the South Bay and hosts quarterly meetings with all legislators to discuss and share
SBCCOG monitors legislation and reports on recommendations and lobbies for member cities in coordination with CalCities as well as other agencies to protect local control.					Some legislation is mandated	Direct	
Metro Deputy to support Board Member.	\$103,954.00	-	-	-	No, but required to support South Bay Metro Board member	Indirect	
Information Technology							
South Bay Fiber Network (SBFN) creation, implementation and ongoing support.	SBCCOG employee	-	\$5,000	-	No	Direct	Rolling Hills is part of the SBFN, which vastly improves the City's ability to host a virtual server and conduct daily operations. SBCCOG monitors the service levels to ensure ongoing month-to-month savings and it provides redundancy to critical city infrastructure. Met with staff to discuss thecurrent status and goals for future fiber / offerings in the city.
General support							
Monitors subregional issues to help ensure the sustainability - housing (RHNA), transportation, homelessness, energy efficiency, water conservation, waste reduction, etc.	SBCCOG employee	-		-	No	Direct	Staff utilizes resources and information shared for potential operational cost savings or service improvements.
SBCCOG proactively anticipates needs in future years to help secure resources, including funding and education, that ensure member cities meet future needs.	SBCCOG employee	-		-	No	Direct	
SBCCOG works with staff and other agencies in supporting educational events like the recent collaboration with West Basin Municipal Water District on Transforming Lawns Event which supports both the ongoing city goals of removing fire prone vegation / home hardening and reducing water use.	SBCCOG employee / volunteers	-		-	No	Direct	
Transportation							
In 2025, SBCCOG implemented a Local Allocation Program (LAP) to allocate 10% of Measure M funds to cities by a formula comprised of a city's dues to the SBCCOG and their proportion of public centerline road miles. This funding is dedicated to each city and does not need to be competed for. Projects must still be Measure M eligible. Funding is allocated each year.	Approx. \$67,733 annually starting in 2029/30 available directly to the City (non-competitive)			-	No	Direct	Although Rolling Hills has no public centerline roadmiles, it still receives LAP funds due to their proportion of SBCCOG dues. The city can choose to collaborate with other Peninsula cities to implement projects using their LAP funds or utilize for projects realted to the City Hall campus with an allowable nexus. The City could choose to request acceleration of monies prior to 2029, but would require available South Bay funds at that time.

City of Rolling Hills
Cost Estimates for Work Performed by SBCCOG

South Bay City Council of Governments - Seviles provided to RH	SBCCOG Funds	In-House	Consultant (Estimate)	Opt Out	Legislative Mandate	Benefit	Comments
Planning							
Climate Action Plan (CAP) including assessing city progress to 2020 goals	75K-100k	-	\$75,000.00	-	While creating a CAP is voluntary, it is heavily encouraged and, for many, practically necessary to meet state-mandated environmental impact (CEQA) requirements and to align with regional targets. agencies request demonstration of sustainability actions as requirements in city planning documents, funding, etc.	Direct	The City's current CAP was created by the SBCCOG. Future iterations will also rely heavily on data and SBCCOG staff time to update and be then used in future RH Planning documents.
Planning Assessment	\$110,000	-	\$75,000- \$100,000	-	No	Direct	Helps save RH staff time in preparation
Accessory Dwelling Unit (ADU) study to assess the current use and affordability of ADUs in Rolling Hills	\$382,660.00	-		California state mandates for Accessory Dwelling Units (ADUs) require cities to streamline approvals, approving permits within 60 days. Key laws mandate minimum size allowances (up to 850-1000+ sq ft), limit setbacks to 4 feet, permit detached heights of at least 16 feet, and allow separate condo sales, largely overriding restrictive local zoning.	Direct	Local ordinances must comply with state standards; the California Department of Housing and Community Development (HCD) actively reviews local rules to ensure compliance. The SBCCOG helps RH and other South Bay Cities Planning Department in a currently ever-changing world of housing law changes.	
Training / Education for Staff							
Housing education forums - conducted by bench of experts	\$101,250.00	-	-	-	No	Direct	Examples of the COG facilitating learning/training and growth opportunities for City Staff.
Leadership in Energy and Environmental Design (LEED) certification for city staff	\$30,000.00					Direct	
Committees and Working Groups - Best practices (City Managers, City Clerks, Community Development, Climate Action & Adaptation Planning, Energy Managers, Parks & Rec.,)	PT employee	-	-	-	No	Direct	Rolling Hills staff attend regularly

Legend:
SBCCOG Funds: 88% grants, 7% dues, 4% Other GF Revenues, 1% Special Assessment
In-House: Rolling Hill staff performing work
Consultant: Estimated cost for consultant to perform work (hired by city)
Opt Out: Cost if City does not perform the work
Legislative Mandate: Various legislation City is required to complete
Direct/Indirect: Work that directly/indirectly impacts RH
* City Clerk hourly rate (fully burdened) \$66.19 at 80 hours a month
**Planning Director hourly rate \$103.53 (fully burdened) at 80 hours a month



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 13.B.

Meeting Date: 4/13/2026

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Discussion and Direction on Structure Height Standards for Williamsburg Lane

Background:

At the March 9 City Council meeting, Mayor Pro Tem Black requested that staff agendize a discussion regarding structure height limits, specifically as they relate to Williamsburg Lane in the City.

On June 23, 2025 (First reading), the City Council approved amendments to the City's development standards establishing a maximum building height of 21 feet for residential structures and 23 feet for barns (Attachment A). These standards were intended to promote consistency, preserve the City's rural character, and maintain compatibility among properties. The adopted standards were subsequently codified through the Municipal Code in August 2025.

Discussion:

In response to City Council direction, staff has prepared this item to facilitate a policy discussion on whether the current, citywide height standards remain appropriate for Williamsburg Lane or if modifications should be considered.

The Rolling Hills Community Association (RHCA) has submitted two documents for consideration: building regulations specific to Williamsburg Lane (Attachment B) and a 2025 design study of existing residences (Attachment C). The RHCA Building Regulations outline architectural and development standards intended to maintain a consistent Colonial-style aesthetic, including requirements related to symmetry, roof pitch, materials, and overall design compatibility. The regulations also include provisions related to building massing, such as limitations on plate heights, restrictions on creating a two-story appearance, and other design elements intended to preserve the neighborhood's character.

The RHCA Williamsburg Design Study (2025) provides an analysis of existing homes along Williamsburg Lane, including data on residence size, roof pitch, ridge heights, and plate height distribution. The study illustrates that while many homes generally align with established guidelines, there is variation in building heights and massing, including some instances where structures exceed typical expectations. This information provides context for understanding how existing development compares to both RHCA guidelines and the City's recently adopted height limits.

In considering this matter, the City Council may wish to evaluate several factors, including neighborhood compatibility, preservation of views, maintenance of the City's rural character, and the benefits of maintaining consistent development standards across all neighborhoods. Additionally, the Council may consider the administrative and policy implications of introducing area-specific regulations.

At this time, staff is seeking direction from the City Council on how to proceed. Options for consideration include maintaining the existing height limits as currently codified, directing staff to explore amendments specific to the Williamsburg Lane area, or requesting additional analysis prior to making a determination. Should the City Council consider amending the language, staff will return the proposed ordinance language to the Planning Commission for review and approval first, then bring it back to the City Council for approval. This is in accordance with the Rolling Hills Municipal Code 17.50.020 Initiation and application and 17.50.030 Proceedings - Planning Commission. Any amendments will require public notice and must be considered through both a first and second reading before adoption.

Fiscal Impact:

None.

Recommendation:

Receive and file. Provide direction to staff.

Attachments:

1. Attachment A - CL_AGN_250623_CC_Item11A
2. Attachment B - RHCA Building Regulations - Williamsburg Lane
3. Attachment C - RHCA Williamsburg Design Study



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.A
Mtg. Date: 05/28/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KARINA BAÑALES, CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONSIDERATION OF ORDINANCE 386 AMENDING CHAPTER 17.16 OF THE MUNICIPAL CODE REGARDING THE HEIGHT LIMITS OF SINGLE-FAMILY RESIDENTIAL HOMES, STABLES AND BARNES; AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER SECTION 21080.17 OF THE PUBLIC RESOURCES CODE

DATE: May 28, 2025

BACKGROUND:

Over the past several months, the Planning Commission has been reviewing the City's regulations related to building height limitations for residential structures, barns, and stables. The intent of this review was to clarify standards and ensure consistency with the City's rural character and development goals.

On October 15, 2024, the Planning Commission directed staff to prepare a report on the City's regulations related to building height limitations. At that time, the Rolling Hills Municipal Code (RHMC) did not specify numeric height limits for these structures. However, the RHMC did state that "a building or structure shall have no more than one story, meaning that there shall be no story on top of another" (Attachment 3). The staff report from this meeting is included as Attachment 9.

At its March 18, 2025 meeting, the Planning Commission reviewed staff's report on existing development patterns and relevant RHMC provisions. Following discussion, the Commission directed staff to prepare a code amendment establishing maximum ridge heights of 18 feet for single-family residences and 20 feet for barns and stables. The staff report from this meeting is included as Attachment 10.

On April 15, 2025, the Planning Commission reviewed and approved the draft ordinance (Attachment 1) and voted 4-0 (with Commissioner Kirkpatrick absent) to adopt Resolution No. 2025-04 (Attachment 2), recommending that the City Council adopt an ordinance amending Chapter 17.16 of Title 17 of the Rolling Hills Municipal Code to codify these height limits. The staff report from this meeting is included as Attachment 11.

This evening, staff is requesting City Council consideration of Ordinance No. 386 (Attachment 1), which proposes clear regulations regarding maximum allowable structure heights. This ordinance is intended to preserve the scenic beauty, natural landscape, and residential character of the community. As the City continues to grow, the proposed height limits would help ensure that new development remains consistent with the community's established aesthetic values and overall harmony.

DISCUSSION:

In recent years, there has been a trend toward increased structure heights and overall massing. At both the October 15, 2024 and March 18, 2025 Planning Commission meetings, staff presented relevant sections of the Rolling Hills Municipal Code (RHMC) addressing height regulations. This allowed the Commissioners to consider these provisions and develop a recommendation for City Council review. To further support the Commission's efforts, staff conducted research on building heights within the City. The data, compiled from approved plans between 2017 and 2024, includes both residences and stables. Heights ranged from 11 to 25 feet, with some newer structures exceeding 25 feet (Attachment 4). Notably, in 2023 and 2024, there has been a trend toward taller stables, many of which fall within the 20 to 25-foot range.

The following sections from the RHMC were reviewed and considered as part of this effort:

Basements - *RHMC Chapter 17.12 – Definitions*

Basements are located below ground and are often not visible. Homes may include multiple basement levels. Basement walls—except those within light wells—may not exceed 5 feet in height and must maintain an average height of no more than 2.5 feet at any point immediately adjacent to the exterior of the basement (Attachment 5).

Stables & Lofts

Stables are considered a valuable asset to each property and contribute significantly to the City's rural, equestrian character. Based on staff research, the RHMC does not establish a specific height limit for stables. Over the past five years, stables have been trending taller. While the average height of buildings in Rolling Hills is approximately 17 feet, the tallest stable recorded was 25 feet. Many stables also include lofts, as defined in RHMC Section 17.18.060. These lofts, which may resemble second stories, must have a plate height that does not exceed 7 feet. They are intended for hay and equipment storage or use as a tack room and may not contain sleeping quarters (Attachment 6).

Aviaries (Bird Homes)

Aviaries larger than 200 square feet may not have a roof peak height that exceeds 16 feet (Attachment 7).

Storage Areas

RHMC Section 17.12.190 defines a storage area as "a space within a building or structure, including attics, used for storing items." Storage areas may be located above or below a story but are not intended to be livable spaces. As such, they cannot include exterior doors, window openings, heating, or air conditioning. The height of a storage area may not exceed 6 feet at any point. Attics may have ceilings that follow the angle of the roofline, which can exceed 6 feet at the peak; however, staff reviews plans to ensure that staircases are not shown leading

to attic storage areas (Attachment 5).

Accessory Dwelling Units (ADUs) – RHMC Chapter 17.28.050

For detached ADUs on lots with an existing or proposed single-family or multifamily dwelling, the maximum height is limited to 16 feet. This height is measured from the existing legal grade or the level of the lowest floor—whichever is lower—to the structure’s peak. If the ADU is attached to the primary dwelling, it may not exceed 25 feet in height or the height limitation imposed by the underlying zone, whichever is lower (Attachment 8).

Based on the information presented, the Planning Commission discussed building heights for residential structures, barns, and stables. At the conclusion of these discussions, the Commissioners agreed that a maximum residential building height of 18 feet was reasonable. For barns and stables, the Commissioners shared the heights of stables on their own properties and used a practical approach to estimate the necessary height to accommodate stall areas and tack room or loft space. This resulted in a consensus that a 20-foot height was appropriate for barns and stables.

Below is language that the City Council is considering this evening:

Municipal Ordinance No. 386

The amendment to the Rolling Hills Municipal Zoning Code Chapter 17.16, Sections 17.16.060 & 17.16.080 are as follows:

Section 17.16.060 (Lot area and dimensions) of Title 17 of the Rolling Hills Municipal Code is hereby amended, with additions in underline and deletions in strikethrough, as follows:

Development Standard	Zone District
	RA-S-1 & RA-S-2
4. Height Limited	One story, <u>no greater than 18’</u> (mezzanines and lofts are not permitted) except for <u>stables and barns which shall be no greater than 20’</u>

Section 17.16.080 (Height limitation) of Title 17 of the Rolling Hills Municipal Code is hereby amended, with additions in underline and deletions in strikethrough, as follows:

17.16.080 - Height limitation.

- A. General Limitation. A building or structure shall have no more than one story, meaning that there shall be no story on top of another, except as specified in subsection (B) below. The maximum height permitted from finished floor to the peak of the structure shall be no greater than eighteen (18) feet except that the maximum height permitted for stables and barns shall be no greater than twenty (20) feet measured from the finished floor to the highest peak of the structure, exclusive of accessory architectural features as determined by the City. The maximum height permitted from finished floor of any structure to finished grade is five feet. The difference between the finished grade and the finished floor level across any elevation shall average no more than two and one-half feet, with maximum difference of five feet.
- B. Exceptions:
 1. A one-story primary residence is permitted over a basement. For the purpose of this section primary residence includes a garage attached to the main residence by

- a solid wall.
2. Stables may have a loft, subject to the requirements of Chapter 17.18 of this title.
 3. A storage area, as defined in Section 17.12.190 "S" may be located above or below a story.

Notice of Public Hearing

This item was publicly noticed in the *Daily Breeze* on May 1, 2025 (Attachment 11).

Public Comment

As of the date of this report, no public comments have been received.

FISCAL IMPACT:

None.

RECOMMENDATION:

Open the public hearing, receive public testimony, close the public hearing, and by motion: Find that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17; and introduce for first reading by title only Ordinance No. 386 regarding the height limits of single-family residential homes, stables and barns.

ATTACHMENTS:

[Attachment 01 - 386_HeightLimit_Ordinance_D.pdf](#)
[Attachment 02 - 2025-04_PC_Resolution_ResidentialHeightLimit_F_E.pdf](#)
[Attachment 03 - PL_SUB_BH_BuildingHeightsReport_Chart.pdf](#)
[Attachment 04 - PL_SUB_BH_STAFF REPORT OF HEIGHTS.pdf](#)
[Attachment 05 - PL_SUB_BH_RHMC_Chapter_17.12_Code_Definitions_Basements.pdf](#)
[Attachment 06 - PL_SUB_BH_RHMC_Section_17.18.060_Stable.pdf](#)
[Attachment 07 - PL_SUB_BH_RHMC_Section_17.18.070_Aviaries.pdf](#)
[Attachment 08 - PL_SUB_BH_RHMC_Chapter17.28_Section17.28.050_GeneralADUandJADURequirements.p](#)
[Attachment 09 - CL_AGN_241015_PC_Item12A_SR.pdf](#)
[Attachment 10 - CL_AGN_250318_PC_Item12A_SR.pdf](#)
[Attachment 11 - CL_AGN_250415_PC_Item10C_SR.pdf](#)
[Attachment 12 - CL_PBN_250528_CC_HeightLimitOrdinance_Affidavit.pdf](#)

ORDINANCE NO. 386

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 17.16 OF TITLE 17 OF THE ROLLING HILLS MUNICIPAL CODE TO AMEND THE RESIDENTIAL HEIGHT LIMIT, AND FINDING THE ORDINANCE TO BE CATEGORICALLY EXEMPT FROM CEQA.

WHEREAS, the City of Rolling Hills, California (“City”) is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, the City is a semi-rural hillside community, characterized by predominantly single-story California ranch-style homes, large parcels with open space, and an abundance of equestrian facilities; and

WHEREAS, one of the unique features of the City is the uniformity of homes throughout the years, which are typically limited to one story in height; and

WHEREAS, in recent years, many homes have been constructed to maximize the building area on the lot, including increased height and a greater amount of grading to prepare many of the steeper properties for a structure; and

WHEREAS, these trends have significantly altered the community’s character and affect surrounding properties, creating a high level of concern among residents related to development and design compatibility issues; and

WHEREAS, the City Council desires to preserve and enhance the community’s character, particularly as it relates to residential building height; and

WHEREAS, pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, safety, and welfare; and

WHEREAS, the City Council desires to amend the Rolling Hills Municipal Code to impose height limits on residential developments in the City; and

WHEREAS, on April 15, 2025, the Planning Commission conducted a duly noticed public hearing to consider the Ordinance, wherein it considered the staff report, supporting documents, public testimony, and all appropriate information submitted with the Ordinance; and

WHEREAS, on May 28, 2025, the City Council conducted a duly noticed public hearing to consider the Ordinance, wherein it considered the staff report and supporting documents, Planning Commission’s recommendation, public testimony, and all appropriate information submitted with the Ordinance; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals above are incorporated by reference and adopted as findings by the City Council.

Section 2. CEQA. The City Council finds that this Ordinance is determined to be categorically exempt from CEQA under Section 15061(b)(3) of the State CEQA Guidelines, which applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposed Ordinance does not involve physical changes to the environment but rather regulates the height of residential developments. Since it does not result in any direct or indirect physical changes to the environment, there is no possibility that it could have a significant environmental impact.

Section 3. General Plan. The City Council finds that this Ordinance is consistent with the goals and policies of the Rolling Hills General Plan. The proposed Ordinance is consistent with Housing Element Goal 2 “*Maintain and enhance the quality of residential neighborhoods in Rolling Hills,*” in support of the following policies:

Policy 2.1: Encourage and assist in the maintenance and improvement of existing homes to maintain optimum standards of housing quality and design.

Policy 2.3: Require compatible design to minimize the impact of residential redevelopment on existing residences.

By imposing a height limit on residential development in the City, this Ordinance will ensure future development is compatible with the surrounding neighborhood and environment.

Section 4. The Development Standard table in Section 17.16.060 of Title 17 of the Rolling Hills Municipal Code is hereby amended, with additions in underline and deletions in ~~striketrough~~, as follows:

<u>Development Standard</u>	<u>Zone District</u>	
	RA-S-1	RA-S-2
4. Height Limitation	One story, <u>no greater than 18'</u> (mezzanines and lofts are not permitted) <u>except for stables and barns which shall be no greater than 20'</u>	

Section 5. Section 17.16.080 of Title 17 of the Rolling Hills Municipal Code is hereby amended, with additions in underline and deletions in ~~striketrough~~, as follows:

17.16.080 - Height limitation.

- A. General Limitation. A building or structure shall have no more than one story, meaning that there shall be no story on top of another, except as specified in subsection (B) below.

The maximum height permitted from finished floor to the highest peak of the structure shall be no greater than eighteen (18) feet except that the maximum height permitted for stables and barns shall be no greater than twenty (20) feet measured from the finished floor to the highest peak of the structure, exclusive of accessory architectural features as determined by the City. The maximum height permitted from finished floor of any structure to finished grade is five feet. The difference between the finished grade and the finished floor level across any elevation shall average no more than two and one-half feet, with maximum difference of five feet.

B. Exceptions:

1. A one-story primary residence is permitted over a basement. For the purpose of this section primary residence includes a garage attached to the main residence by a solid wall.
2. Stables may have a loft, subject to the requirements of Chapter 17.18 of this title.
3. A storage area, as defined in Section 17.12.190 "S" may be located above or below a story.

Section 6. The City Council's actions are made upon review of the Planning Commission's recommendation, the Staff Report, all oral and written comments, and the documentary evidence presented on the Ordinance..

Section 7. Effective Date. This Ordinance takes effect 30 days following its adoption.

Section 8. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or application of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

Section 10. Custodian of Records: The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California 90274. The Director of Planning and Community Services is the custodian of records for the record of proceedings.

PASSED, APPROVED AND ADOPTED THIS ___th DAY OF _____ 2025.

JEFF PIEPER, MAYOR

ATTEST:

CHRISTIAN HORVATH, CITY CLERK

Any action challenging the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in Section 17.54.070 of the Rolling Hills Municipal Code and Civil Procedure Section 1094.6.

RESOLUTION NO. 2025-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING CHAPTER 17.16 OF TITLE 17 OF THE ROLLING HILLS MUNICIPAL CODE TO AMEND THE RESIDENTIAL HEIGHT LIMIT, AND FINDING THE ORDINANCE TO BE CATEGORICALLY EXEMPT FROM CEQA.

WHEREAS, the City of Rolling Hills, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, the City is a semi-rural hillside community, characterized by predominantly single-story California ranch-style homes, large parcels with open space, and an abundance of equestrian facilities; and

WHEREAS, one of the unique features of the City is the uniformity of homes throughout the years, which are limited to one story in height, with few exceptions; and

WHEREAS, in recent years, many homes have been constructed to maximize the building area on the lot, including increased height and a greater amount of grading to prepare many of the steeper properties for a structure; and

WHEREAS, these trends have significantly altered the community's character and affect surrounding properties, creating a high level of concern among residents related to development and design compatibility issues; and

WHEREAS, on October 15, 2024, the Planning Commission requested a report on the City's residential building height regulations to facilitate discussion on the matter; and

WHEREAS, at the March 18, 2025, Planning Commission meeting, City staff presented their report for discussion, whereby the Planning Commission, pursuant to Section 17.50.020 of the Rolling Hills Municipal Code ("RHMC"), directed City staff to draft an ordinance updating the RHMC to impose a height limit on residential buildings; and

WHEREAS, on March 26, 2025, the City gave public notice of the public hearing for Ordinance No. 386 by publishing the required notice in a newspaper of general circulation and posting the notice at City Hall; and

WHEREAS, on April 15, 2025, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning Ordinance No. 386.

THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS DOES
HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The Planning Commission hereby finds and determines that the Recitals above are true and correct and incorporated herein.

SECTION 2. CEQA. The Planning Commission finds that the Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to the following sections of the State CEQA Guidelines: Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), Section 15060(c)(3) (the activity is not a project as defined in Section 15378(a) because it does not have the potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) (the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment). Specifically, the Ordinance does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment because it involves imposing a maximum building height on residential development and does not propose nor authorize any action that would have the potential to cause a physical change in the environment, directly or indirectly. Therefore, the Ordinance is not subject to CEQA.

SECTION 3. General Plan. Based on the entire record before the Planning Commission, including all written and oral evidence presented, the Planning Commission hereby that this Ordinance is consistent with the goals and policies of the Rolling Hills General Plan. The proposed Ordinance is consistent with Housing Element Goal 2 "*Maintain and enhance the quality of residential neighborhoods in Rolling Hills,*" in support of the following policies:

Policy 2.1: Encourage and assist in the maintenance and improvement of existing homes to maintain optimum standards of housing quality and design.

Policy 2.3: Require compatible design to minimize the impact of residential redevelopment on existing residences.

By imposing a height limit on residential development in the City, this Ordinance will ensure future development is compatible with the surrounding neighborhood and environment.

SECTION 4. Recommendation. Based on the foregoing recitals and findings, the Planning Commission hereby recommends that the City Council approve and adopt the proposed Ordinance, attached as Exhibit "A" hereto and incorporated herein by reference.

SECTION 5. Certification. The Planning Commission Chair shall sign and the Secretary shall attest to the adoption of this Resolution.

SECTION 6. Effective Date. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2025.


BRAD CHELF, CHAIRPERSON

ATTEST:


CHRISTIAN HORVATH, CITY CLERK

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

I certify that the foregoing Resolution No. 2025-04 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING CHAPTERS 17.16 AND 17.17 OF TITLE 17 OF THE ROLLING HILLS MUNICIPAL CODE TO AMEND THE RESIDENTIAL HEIGHT LIMIT, AND FINDING THE ORDINANCE TO BE CATEGORICALLY EXEMPT FROM CEQA.

was approved and adopted at a regular meeting of the Planning Commission on April 15, 2025, by the following roll call vote:

AYES: Soo, Douglass, Cardenas, Chair Chelf

NOES:

ABSENT: Kirkpatrick

ABSTAIN:

And in compliance with the law of California was posted at the following:

Administrative Offices.


CHRISTIAN HORVATH, CITY CLERK

Building Heights Report			
RESOLUTION	ADDRESS	ROOF HEIGHT	STRUCTURE TYPE
2023-15	8 Quail Ridge Road N	25'	Stable (Plus 7' Cupola)
2024-09	1 Morgan Lane	24' 8"	Stable
2023-02	9 Portuguese Bend Road	21' 5"	Stable
2024-03	4 Spur Lane	21'	Home
2023-06	20 Upper Blackwater Canyon	21'	Home
2018-01	20 Upper Blackwater Canyon	20'	Stable
2021-05	15 Upper Blackwater Canyon Road	20'	Stable
2017-10	5 Pine Tree Lane	20'	Home
2024-14	2 Possum Ridge	19' 6"	Stable
2024-05	2 Possum Ridge	18' 9"	Home
2019-10	1 Poppy Trail Lane	18' 8 1/4"	Home
2023-16	11 Flying Mane	18' 1 1/2"	Home
2023-13	19 Portuguese Bend Road	18'	Home
2023-04	17 Crest Road East	17' 6"	Home
2019-13	8 Middleridge Lane south	17' 4"	Home
2022-14	2 Flying Mane Road	16' 9 5/8"	Home
2021-02	3 Open Brand Road	16' 8"	Home
2018-16	26 Middleridge Lane South	16' 2"	Home
2018-03	11 Saddleback Road	16'	Stable (Plus 5' Cupola)
2023-11	4 Poppy Trail Lane	15' 5"	Home
Going to PC	2 Quail Ridge Road South	14' 11 1/2"	Home
2022-17	21 Chuckwagon Road	14' 11"	Pool House
2024-06	23 Crest Road East	14' 6"	Home
2017-10	5 Pine Tree Lane	14'	Stable (Plus 5' Cupola)
2025-02	1 Pinto Road	13' 7 3/16"	Garage
2024-02	29 Crest Road West	13'6"	Stable
2024-05	29 Eastfield Drive	13'3"	Home
2023-11	4 Poppy Trail Lane	13' 11"	ADU
2023-14	7 Pine Tree Lane	13' 2"	House
2017-20	16 Pine Tree Lane	12' 11 1/2"	House
2021-09	23 Chuckwagon	12' 3"	ADU
2019-10	1 Poppy Trail Lane	12' 1/4'	Stable
2023-03	74 Portuguese Bend Road	11'	Stable

Average	17
High	25
Low	11

City of Rolling Hills
Building Heights Report

Building Heights Report			
RESOLUTION	ADDRESS	ROOF HEIGHT	STRUCTURE TYPE
2023-15	8 Quail Ridge Road N	25'	Stable (Plus 7' Cupola)
2024-09	1 Morgan Lane	24' 8"	Stable
2023-02	9 Portuguese Bend Road	21' 5"	Stable
2024-03	4 Spur Lane	21'	Home
2023-06	20 Upper Blackwater Canyon	21'	Home
2018-01	20 Upper Blackwater Canyon	20'	Stable
2021-05	15 Upper Blackwater Canyon Road	20'	Stable
2017-10	5 Pine Tree Lane	20'	Home
2024-14	2 Possum Ridge	19' 6"	Stable
2024-05	2 Possum Ridge	18' 9"	Home
2019-10	1 Poppy Trail Lane	18' 8 1/4"	Home
2023-16	11 Flying Mane	18' 1 1/2"	Home
2023-13	19 Portuguese Bend Road	18'	Home
2023-04	17 Crest Road East	17' 6"	Home
2019-13	8 Middleridge Lane south	17' 4"	Home
2022-14	2 Flying Mane Road	16' 9 5/8"	Home
2021-02	3 Open Brand Road	16' 8"	Home
2018-16	26 Middleridge Lane South	16' 2"	Home
2018-03	11 Saddleback Road	16'	Stable (Plus 5' Cupola)
2023-11	4 Poppy Trail Lane	15' 5"	Home
Going to PC	2 Quail Ridge Road South	14' 11 1/2"	Home
2022-17	21 Chuckwagon Road	14' 11"	Pool House
2024-06	23 Crest Road East	14' 6"	Home
2017-10	5 Pine Tree Lane	14'	Stable (Plus 5' Cupola)
2025-02	1 Pinto Road	13' 7 3/16"	Garage
2024-02	29 Crest Road West	13'6"	Stable
2024-05	29 Eastfield Drive	13'3"	Home
2023-11	4 Poppy Trail Lane	13' 11"	ADU
2023-14	7 Pine Tree Lane	13' 2"	House
2017-20	16 Pine Tree Lane	12' 11 1/2"	House
2021-09	23 Chuckwagon	12' 3"	ADU
2019-10	1 Poppy Trail Lane	12' 1/4'	Stable
2023-03	74 Portuguese Bend Road	11'	Stable

Average	17
High	25
Low	11

DEFINITIONS

17.12.020 "B" words, terms and phrases.

Barn. See "stable."

"Basement" means any floor level below the first story of the primary residence, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story as defined herein. Except for walls within light wells, basement walls across any elevation may not exceed a height of five feet above finished grade at any point immediately adjacent to the basement exterior, and shall have no greater than an average of two and one-half feet exterior height. Basements shall comply with the Los Angeles County Building Code requirements. Basement well(s) shall be incorporated into the overall design of the building so that it does not give an appearance of a separate story.

"Building" means any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind or nature.

17.12.030 - "C" words, terms and phrases.

Cellar. See "basement."

17.12.120 "L" words, terms and phrases.

"Loft" means an area above a stable utilized for storage of feed and hay, saddles, bridles, other horse equipment and similar equestrian or agricultural related items, or tack room uses, but excludes sleeping quarters.

17.12.160 - "P" words, terms and phrases.

"Plate height" means the height of a building measured from the finished floor level to the top of the wall.

17.12.190 "S" words, terms and phrases.

"Stable" means the same as "barn" and is a building or a portion of a building designed and constructed to shelter permitted domestic animals and store farm implements, hay, grain, equestrian and horticultural related items and equipment. Stable may include agricultural space, loft and tack room space. Stable shall not be a place for human habitation, except for uses specifically permitted in the tack room; it may not be rented out or be used for human sleeping or commercial purposes.

"Storage area" means space within a building or structure, including attics, used for storing of items. It includes spaces located below or above a story and may not exceed six feet in height at any one point. Attics may have a ceiling that follows the shape and the angle of the roofline, which could be more than six feet high at the peak of the ceiling. Attics and storage areas shall not have doors to the exterior, window openings, heating or air conditioning.

"Storage room, free standing," shall mean an accessory structure used exclusively for storage of household, equestrian, garden and similar items.

"Story" means that portion of a building included between the upper surface of any floor and the ceiling or roof above it. There shall be no story on top of another, except as permitted in Section 17.16.080(B) of this title.

"Structure" means a combination of materials assembled in a form for use, occupancy or ornamentation whether installed on, above or below the surface of land or water and requiring a fixed location or attached to something having a fixed location. Structure shall also include, but not be limited to, fences, retaining walls, covered porches, entryways, porte cochere, latticework, trellises, pilasters, fountains, pools, spas, pool/spa equipment, gazebos, garden walls, decks, and subterranean structures other than basements.

17.18.060 Requirements for stables requiring conditional use permit.

All stables over two hundred square feet shall meet the following requirements:

A. General requirements and uses:

1. The building occupied by a stable shall be designed for rural and agricultural purpose only.
2. Stable structure shall not be permitted in the front yard, and shall be located no less than twenty-five feet from side property line in the RAS-1 zone, no less than thirty-five feet from side property line in the RAS-2 zone and no less than twenty-five feet from side roadway easement line and from the rear property line.
3. Minimum of sixty percent of the entire structure shall be maintained for agricultural space as defined in Chapter 17.12 of this title, except as specified in Section 17.18.060(A)(5).
4. Maximum of forty percent, but not to exceed eight hundred square feet, of the entire structure may be maintained as tack room space as defined in Chapter 17.12 of this title, except as specified in Section 17.18.060(A)(5). Tack room may be detached from the main stable structure.
5. Notwithstanding any other provision of this chapter, an existing stable, legally constructed prior to the effective date of the ordinance from which this chapter derives (August 12, 2010), which has a loft area that is maintained as a tack room and the loft area comprises more than forty percent of the size of the first floor may continue to be maintained provided that the area of the loft used as a tack room does not exceed eight hundred square feet, that no other tack room exists on the property and the remaining of the structure and its uses are in compliance with the remaining sections of this chapter.
6. When calculating the size of the stable, the entire footprint including the loft area shall be included, as measured from the exterior of the walls.
7. If there is more than one stable building on a lot, the tack room space shall be calculated as a percentage of the entire square footage of the structures and such tack room space may only be located in one of the structures; notwithstanding the above, it may not exceed eight hundred square feet.
8. Covered porch shall not be included in the size of the stable for the purpose of calculating the agricultural and tack room space of the stable.
9. Stables shall not be used as sleeping quarters for humans.
10. Stables shall be used for the exclusive purpose of keeping permitted domestic animals and related storage and uses, unless otherwise permitted by this chapter. Commercial uses shall not be permitted.

B. Exterior appearance of stables and areas immediately adjacent thereto:

1. Whether or not the stable is used for keeping permitted domestic animals, the exterior of the stable structure shall continue to appear as a stable.
2. Areas adjacent to the agricultural space entrance/exit of a stable may have a porous, roughened surface but may not be paved. It shall remain such or may be covered with grass or other low growing ground cover during the time when the agricultural space is not used for keeping of horses or other animals.
3. A porous surface (not paved) may be provided by the access to the tack room space of the stable.

-
4. The surface area of a corral, pen, paddock, turnout or riding ring shall be covered with dirt or sand surface. It shall remain such or be planted with grass or other low growing ground cover during the time when the stable structure is not used for keeping of horses or other animals.
- C. Tack Room Space.
1. Tack room shall only be used for activities that impact the senses in a manner similar or less than that of traditional stable activities. Furthermore, all activities that are loud, raucous, annoying, or that produce unusual noises, lighting or other impacts that offend the peace and quiet of persons of ordinary sensibilities and interferes with the comfortable enjoyment of life or property of any neighboring property are prohibited. Such permitted activities shall be deemed to be "passive activities" for the purpose of this chapter.
 2. Tack room shall not be used as sleeping quarters for humans.
 3. Tack room shall not exceed forty percent of the size of the stable, including the size of the loft, if any, except as specified in Section 17.18.060(A)(5) and may not exceed eight hundred square feet.
 4. Tack room may contain furniture, excluding beds.
 5. Tack room may have finished floors, walls and ceiling.
 6. Tack room may have glazed (glass) window openings.
 7. Tack room may have standard size doors.
 8. Tack room may have amenities such as air conditioning, heating, electrical and phone outlets.
 9. Tack room may have a kitchenette and sanitary facility, including shower, sink and toilet.
 10. Building and Safety Department review and building permits shall be required for all modifications.
 11. All modifications and retrofitting of the tack room space shall be made in such a manner so that it could be convertible to a tack room, at such time as the structure is to be used for keeping of animals.
 12. Tack room may be detached from the main stable structure, however it shall meet all the requirements for a tack room as specified in this section.
- D. Agricultural Space Within the Stable.
1. Agricultural space shall be no less than sixty percent of the size of the stable including the size of the loft, if any, except as specified in Section 17.18.060(A)(5). Agricultural space may contain, but not be limited to stalls, wash racks, feed room, hay storage room, grooming area, tools and utilities storage area and other equestrian and agricultural spaces. The agricultural space may be used for storage of vehicles and general household items, but shall have a stable like appearance.
 2. Entry doorways to the stalls shall be a minimum of four feet wide and seven and one-half feet high.
 3. The exterior doors shall provide the appearance of a stable door.
 4. Roll up or overhead doors are prohibited.
 5. Ventilation and drainage facilities shall be subject to building code requirements.
 6. Safety electrical outlets with covers may be installed, however they shall be located out of horses' reach when the space is used for keeping of horses.

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7. Glazed (glass) window openings may be permitted during a time when the stable is not used for keeping of animals, but shall be removable for easy conversion to animal keeping uses.
- E. Loft Space within a Stable.
1. Loft may be permitted above a stable structure.
 2. Loft may be used and counted as part of the agricultural space or as a tack room space, provided it meets the agricultural or tack room space requirements of Section 17.18.060(C) and (D)).
 3. Loft may not be used as a tack room, if another tack room exists within the stable structure or elsewhere on the property.
 4. Glazed (glass) window openings shall not be allowed in a loft if a loft is used for storage of hay, feed or other agricultural use. Notwithstanding the above, if the loft is used as other storage or working area or as a tack room, then removable glazed openings may be allowed.
 5. The plate height for the wall of the loft shall be no greater than seven feet.
 6. If a loft is constructed in such a way that access is provided from the exterior, the area immediately adjacent to the exterior of the loft shall not be paved, but may have a porous surface.
 7. The area immediately adjacent to the exterior of the loft shall not be used for parking of vehicles, except for vehicles delivering agricultural goods and equipment.

(Ord. No. 319, § 22(Exh. A, Pt. A), 7-15-2010; Ord. No. 324, § 9 (Exh. A, Pts. H, I, K), 8-8-2011; Ord. No. 332, §§ 8C, D, 1-14-2013)

17.18.070 Requirements for aviaries requiring conditional use permit.

All aviaries over two hundred square feet shall meet the following requirements:

1. Shall not be located on lots of less than 3.5 acres, as measured by excluding roadway easements.
2. The roof shall not exceed a peak height of sixteen feet.
3. Shall not be located on a portion of the lot where the slope is greater than 4:1.
4. Shall not be permitted in the front yard or in the rear yard setback, shall be located no less than twenty-five feet from side property line in the RAS-1 zone, no less than thirty-five feet from the side property line in the RAS-2 zone and no less than twenty-five feet from side roadway easement line.
5. Shall be located a minimum of thirty-five feet from any residential structure including attached garage or a guest house, located on the same lot, and a minimum of one hundred feet from a residential structure, including attached garage or a guest house located on adjoining lots.
6. Shall be used for the exclusive purpose of keeping permitted birds and small animals indigenous to the State of California. Commercial uses shall not be permitted.
7. Shall be counted towards structural, total, building pad coverage or disturbed area of the net lot for purposes of Chapter 17.16.
8. May be permitted in addition to the construction of a stable and shall not be counted towards the size of the stable for purposes of this chapter.

(Ord. No. 319, § 22(Exh. A, Pt. A), 7-15-2010; Ord. No. 343, § 8, 6-22-2015)

17.28.050 General ADU and JADU requirements.

B. Height.

1. Except as otherwise provided by subsections (B)(2) and (B)(3) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed sixteen feet in height.
2. A detached ADU may be up to eighteen feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of twenty feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
3. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed eighteen feet in height.
4. An ADU that is attached to the primary dwelling may not exceed twenty-five feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (B)(4) may not exceed two stories.
5. For purposes of this subsection (B), height is measured from existing legal grade or the level of the lowest floor, whichever is lower, to the peak of the structure.

RHCA BUILDING REGULATIONS – WILLIAMSBURG LANE

- b. There shall be no Williamsburg or Colonial style homes, except on Williamsburg Lane. Additions to existing residences on Williamsburg Lane must conform to designs on that street. Such houses:
 - i. Are Colonial dwellings, white in color with clapboard siding, have white, earth tone, or Association approved trim.
 - ii. Are generally symmetrical in design with evenly balanced windows around a single front door.
 - iii. Have steeply pitched roofs with narrow rake overhangs and boxed in eaves.
 - iv. Have true divided lite windows.
- c. Design must be of a type or kind as will, in the opinion of the Architectural Committee, be appropriate to its site, harmonize with the surrounding environment, and maintain the quality of the neighborhood.
- d. The design must be viewed as reasonably good of its kind.
- e. Any improvement, whether proposed to be temporary, portable, or permanent, shall meet the standards set forth for permanent structures.
- f. Plans for new residences shall provide a minimum living space of 1300 square feet of floor space, exclusive of garages, porches, and terraces.
- g. Each residence shall have a fully enclosed garage with a minimum capacity for two cars. Garages may not exceed 25% of the footprint of the living area and must be proportionate to the residence. Porte cocheres do not fulfill the two car requirement. Carports are not permitted. Guest houses require additional garage space in the above-referenced garage, attached to the main dwelling. Residences over 4500 square feet, excluding basement area, are required to have a fully enclosed garage with a minimum capacity for three cars.
- h. The construction or erection of an accessory building, swimming pool, or tennis court may not precede construction of the residential building.
- i. Building designs which create a two-story appearance are not allowed.
- j. Basement walls, foundations, or retaining walls must be of a height and design which harmonizes with the proposed residence or addition.
- k. There shall be no habitable space under any accessory building.

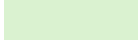
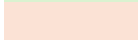
- l. The maximum height permitted from finished floor level of residence to finished grade is 5'. The difference between the finished grade and finished floor level across one elevation should average no more than 2-1/2' with maximum difference of 5'.
- m. To help maintain the low rambling nature of ranch architecture, plate heights are limited and strictly enforced. While the recommended plate height for a residence is 8'6", taller plates are allowed on a case by case basis if harmonious with the design and massing of the overall residence.
 - i. Plate heights are measured from the finished floor level to the top of the wall. If a porch is present, the plate height is measured from the finish floor to the top of the beam. (See Appendix L "Illustrations of Plate Height")
 - ii. The following percentages are the allowable limits for plate heights above 8'6": (Percentages of plate height are calculated by the linear footage of the perimeter.)
 - 1) Minimum of 50% of the residence must have plate heights of 8'6" or lower,
 - 2) Up to 30% of the residence may have a plate height up to 9'6, **
 - 3) Only 20% of the residence may have a plate height up to 10'6. **

** Maximum plate heights may be limited and are considered on a case by case basis to assure the massing of the overall residence is good of its kind.
 - iii. RHCA approvals shall be on a case by case basis and one or more of the above may be modified by the Architectural Committee with the intent of promoting reasonably good of its kind.
- n. All residences must have an enclosed service yard, not less than 8' x 12', or an approved shape, not less than 96 square feet, which shall be enclosed by a fence or wall at least 6' high. Such yards are to be inconspicuous to neighbors and streets and located so as to be convenient for trash storage and collection.



Williamsburg Lane Residence Study
 2025

Address	Residence Size (including garage)	Roof Pitch		Ridge Height	Dormers		Recent Remodel	Plate Heights			
		Main Pitch	Other	Max Height	Front	Rear		8'6"	9'6"	10'6"	OVER
1 Williamsburg	5,062	11:12	4:12	20'	0	0	1986	29%	55%	16%	
2 Williamsburg	3,630	12:12	4:12	21'	0	0	1986	81%	19%		
3 Williamsburg	4,383	10:12	4:12	18'6"	2	1	1982	72%	28% (8'9")		
4 Williamsburg	4,617	7:12		23'6"	0	0	2004	63%		37% (9'9")	
5 Williamsburg	4,997	12:12	4:12	29'	4	0	1989	4%	79%		17% (11')
6 Williamsburg	3,377	8:12	3 or 4:12	21'	0	0	1996	100%			
7 Williamsburg	4,653	11:12	?	20'	0	0	1987	92%	8%		
8 Williamsburg	4,739	9:12	7:12	18'	0	0	1981	94%		6%	
9 Williamsburg	4,327	8:12	4:12	20'	4	6	2022	100%			
10 Williamsburg	3,173	8:12		19'	0	0	2020	57%	30%	13%	
12 Williamsburg	5,655	10:12		23'6"	0	0	1999	52%	48%		
14 Williamsburg	3,701	8:12		17'6"	0	0	2002	100%			
16 Williamsburg	3,175	12:12	4:12	25'	0	5	2022	42%	55%	3%	

 Plate heights comply w/ regulations
 Plate heights do not comply



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.A.

Meeting Date: 4/13/2026

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Consideration of Establishing a Civic Engagement Series and Providing Direction for a 2026 Program

Background:

At the January 26, 2026 City Council meeting (Attachment A), staff presented a discussion item for Council consideration regarding the development of a civic engagement program for Rolling Hills. Many cities offer citizen academies or similar programs designed to educate residents about municipal operations, services, and governance. These programs promote transparency, enhance civic understanding, and encourage community participation.

Rolling Hills has a long-standing tradition of informed and engaged residents who play an active role in the community. Resident involvement takes many forms; to name a few, this includes participation in the City Council, Planning Commission, Traffic Commission, Caballeros Club, Courts Club, Women's Club, Block Captain Program, and the Rolling Hills Community Association Board of Directors. To further strengthen this partnership, staff proposes creating the Rolling Hills Civic Engagement Series, modeled after traditional citizen academies but specifically tailored to the City's unique organizational structure and local priorities.

The proposed program will provide residents with the opportunity to connect directly with City staff, partner agencies, and the Rolling Hills Community Association (RHCA), fostering a collaborative and engaging learning environment.

Discussion:

The Rolling Hills Civic Engagement Series is designed as an informal, educational program that brings residents together for workshops focused on how local government operates. The program aims to promote transparency, build civic knowledge, and encourage thoughtful community participation.

Program Objectives

- Enhance resident understanding of City operations and governance
- Foster transparency in decision-making and financial management

- Strengthen collaboration between the City, RHCA, and residents
- Promote community preparedness and public safety awareness
- Encourage future civic participation (e.g., commissions, committees, volunteer roles)

Proposed Curriculum

The program will consist of three themed workshops, each focused on a core area of City operations:

1. Planning & Development in Rolling Hills

- Overview of permits and entitlement processes
- Roles and responsibilities of the Planning Commission
- Building & Safety services and requirements
- Unique planning considerations within Rolling Hills
- Participation from RHCA to provide context on community standards

2. Transparency & Governance

- Role of the City Clerk, including public records and meeting procedures
- Overview of public meeting laws and opportunities for resident participation
- Budget and finance fundamentals, including how City resources are allocated
- Understanding City Council decision-making processes

3. Public Safety & Emergency Preparedness

- Overview of the City's contract with the Los Angeles County Sheriff's Department
- Policing services and community safety initiatives
- Optional visit to the local Sheriff's station
- Coordination with RHCA on safety protocols
- Roles and responsibilities of the Traffic Commission (often consider projects that go before the Planning Commission)
- Fire safety and response service
- Wildfire preparedness and risk mitigation
- Introduction to the Block Captain Program
- Resident preparedness strategies and available resources

Program Format

- Duration: offered during the summer, fall, or spring (e.g., three sessions in one month — one per week). This can change based on interest, as shown by sign-ups.
- Format: In-person sessions and, if feasible, via an online platform
- Class Size: Limited to ensure meaningful engagement and available space in the Council Chambers
- Eligibility: Open exclusively to Rolling Hills residents, including High School students
- Participation: Residents may register for individual workshops based on their interests; attendance at all sessions is not required. However, participants who do attend all sessions

may receive some form of recognition by the City Council.

CONCLUSION

The proposed Rolling Hills Civic Engagement Series provides an opportunity to further strengthen the City's relationship with its residents through education, transparency, and collaboration. By offering flexible, topic-based workshops, the program is designed to meet residents where they are, encouraging participation without requiring a full program commitment.

This initiative reflects Rolling Hills' tradition of an engaged and informed community, while creating a structured yet approachable way for residents to better understand City operations and governance. With minimal fiscal impact and the ability to leverage existing staff and partnerships, the program can be implemented efficiently and effectively.

Fiscal Impact:

The program is anticipated to have minimal fiscal impact and will primarily utilize existing staff resources. Any incidental costs (e.g., materials or refreshments) can be accommodated within the existing budget or offset through partnerships.

Recommendation:

Provide direction to proceed with the development and implementation of the Rolling Hills Civic Engagement Series and authorize staff to launch the inaugural program in 2026.

Attachments:

1. Attachment A - Jan 26 2026 Staff Report



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.D.

Meeting Date: 1/26/2026

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Consideration of a Civic Engagement Program for Rolling Hills

Background:

Both the City of Rancho Palos Verdes and the City of Palos Verdes Estates have used community education programs as tools to increase civic engagement and help residents better understand how their local governments operate.

The City of Rancho Palos Verdes currently operates a Leadership Academy, which provides residents with an in-depth overview of how the City functions through presentations by department staff and City leadership. Topics typically include municipal governance, budgeting, public safety, community development, infrastructure, and recreation services. The program is designed to build informed community members and encourage participation in advisory bodies, volunteer opportunities, and future civic leadership roles.

The City of Palos Verdes Estates has also offered a Citizens Academy in prior years with similar objectives. That program focused on educating residents about City services, public safety, budgeting, governance, and the City's history, with the goal of improving transparency and fostering a stronger connection between residents and City Hall. While the structure and frequency of the program has varied over time, it reflects a regional interest in using resident education programs as a tool for community engagement.

These types of programs are commonly used by local governments to provide residents with a better understanding of municipal operations, clarify how decisions are made, and help build trust and communication between the community and City staff and officials.

Discussion:

For the purposes of this evening's discussion, staff is seeking direction from the City Council on whether the City of Rolling Hills should explore developing a similar resident education or leadership program focused on the City's operations, services, and governance. Given Rolling Hills' unique governance structure, small staff size, and highly engaged community, such a program could provide residents with greater insight into how the City functions, the challenges it faces, and the roles of the City Council, commissions, and staff.

If the City Council expresses interest in moving forward, staff would return at a future meeting with a more detailed analysis, including potential program structures and formats, recommended topic areas, staffing and resource needs, estimated costs, and potential schedules or delivery methods. This would allow the City Council to evaluate the feasibility, scope, and benefits of a Rolling Hills-specific program before determining whether to proceed with implementation.

At this time, no action is requested beyond providing direction to staff on whether to conduct this additional research and return with options for Council consideration.

Fiscal Impact:

None.

Recommendation:

Discuss and provide direction to staff.

Attachments:

None



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.B.

Meeting Date: 4/13/2026

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Consideration of Authorizing the Mayor to Sign a Letter of Opposition for SB 866 (Blakespear) Regarding Housing Element Mandates specific to Homelessness

Background:

Senate Bill (SB) 866 Homeless Housing, Assistance, and Prevention Program: Housing Element, introduced by Senator Catherine Blakespear on January 5, 2026, and significantly amended on March 25, 2026 (Attachment C), seeks to refine how local jurisdictions must account for unsheltered homelessness within their Housing Elements. The bill specifically targets the Homeless Housing, Assistance, and Prevention (HHAP) program, mandating that cities provide a rigorous assessment of housing needs—including those at risk of homelessness—to remain eligible for state funding and maintain a "compliant" housing status.

1. Mandatory Homelessness Assessment: Under SB 866, any local government that does not receive certain state homelessness funding (HHAP) must still conduct a comprehensive assessment. This assessment must include data on the population of individuals who are unhoused or at risk of becoming unhoused over a 10-year period.
2. Housing Element Integration: The bill amends Section 65583 of the Government Code, requiring the Housing Element to include a "description of key actions" the city will take to reduce its unhoused population based on the aforementioned data.

Discussion:

The League of California Cities (Cal Cities) has issued an action alert urging member cities to oppose SB 866 (Blakespear) unless amended, which would add additional homeless reporting requirements to housing elements for those cities that do not currently qualify to receive direct access to state HHAP funding. SB 866 will be heard in the Senate Housing Committee by April 21, 2026.

What the bill does:

SB 866 requires all but 14 cities in the state to add extensive and burdensome homelessness reporting requirements to their housing elements. This bill specifically targets cities that do not have direct access to state homelessness funding.

Why SB 866 is bad for cities:

- SB 866 only applies to cities that do not have access to direct state funding from the Homeless Housing Assistance and Prevention (HHAP) grant program, placing extensive new reporting burdens on those with the fewest resources.
- SB 866 mandates reporting on metrics that nearly all cities lack the ability to collect. This information could only be collected through regional collaboration with counties, hospitals, jails, and other partners.
- The reporting required in SB 866 does not belong in a long-term housing planning document that, for most cities, is updated every eight years and would quickly become outdated and unresponsive to the evolving needs of unhoused residents.

Additional background:

Since 2019, HHAP has provided state funding to the 14 largest cities, all 58 counties, and 44 Continuums of Care — leaving the other 469 cities in California without direct state support. To receive funding, HHAP recipients must submit regional plans that include system performance metrics. SB 866 applies these same metrics as a new housing element requirement only for cities that do not receive HHAP funding.

What cities need:

Amend SB 866 to instead include all cities in the regional planning process. This will provide transparency into the system metrics that SB 866 includes, but through the same regional process already used by California's largest cities.

The City of Rolling Hills Estates is considering a letter of opposition at their April 14 meeting. The City of Rancho Palos Verdes has expressed they will bring to the Council. The City of Palos Verdes Estates has not confirmed that they will be taking to Council yet, but noted that if the other three Peninsula Cities took action, they would potentially do so as well.

A draft letter of opposition is included for City Council review and consideration (Attachment A), along with the League of California Cities letter of Opposition (Attachment B).

Fiscal Impact:

Unknown.

Recommendation:

Staff recommends the City Council provide direction on whether to oppose SB 866 (Blakespear) and, if so, authorize the Mayor to sign and submit a letter of opposition on behalf of the City.

Attachments:

1. Attachment A - CL_AGN_260413_SB866_OppositionLetter_Draft
2. Attachment B - CL_AGN_260413_SB866_CalCities_OppositionLetter
3. Attachment C - CL_AGN_260325_CA_SB866_Amended

April 13, 2026

The Honorable Catherine Blakespear
California State Senate
1021 O Street, Room 7720
Sacramento, CA 95814

**RE: SB 866 (Blakespear) Homeless Housing, Assistance, and Prevention program:
housing element.**
Notice of OPPOSE UNLESS AMENDED

Dear Senator Blakespear,

The City of Rolling Hills must respectfully **oppose your SB 866 (Blakespear) unless amended**. SB 866 would require all but 14 cities to add extensive homelessness reporting requirements to their housing elements, targeting cities that do not receive state funding to address homelessness.

The state's flagship homelessness grant program, the Homeless Housing, Assistance, and Prevention (HHAP) Grant program, allocates funding to all 58 counties, 44 continuums of care, and cities with populations over 300,000. This means that only 14 cities in California are receiving direct state homelessness funding through HHAP.

To receive HHAP funding, grantees must submit a regionally coordinated homelessness action plan to the Housing and Community Development Department that includes specific system performance measures. SB 866 would **copy** these system performance measures from the HHAP regional plans and impose them as a separate reporting requirement **only** on cities not receiving state funding — forcing them to track these metrics in their housing elements.

Specifically, SB 866 would require all but 14 cities to provide detailed reports on available homelessness resources, actions taken to connect individuals to those resources, and various data points. For example, SB 866 requires cities to share information about the number of people who become homeless after exiting institutional settings, including jails, prisons, and hospitals, and the number of people who become unhoused after moving into permanent housing.

SB 866 also requires cities to describe how they are coordinating services under the Behavioral Health Services Act and identify any available mental and behavioral health funding. Counties, not cities, provide behavioral health services in California and receive all the funding to do so. SB 866 does not currently apply to counties because it only applies to local governments that **do not** receive HHAP. As a result, SB 866 places the burden on cities to report on and plan for services beyond their control, requiring significant reporting on county-led functions within a city's housing planning document – requirements that cities are not well-positioned to fulfill.

There is a reason these system performance metrics are currently in the HHAP regional planning process – because gathering this data requires collaboration with counties, prisons,

hospitals, VAs, and other stakeholders. These requirements create significant administrative burdens for communities that **already** do not receive state financial support to address homelessness. Nearly all cities lack the infrastructure to collect the data required by SB 866, making compliance nearly impossible.

Additionally, while HHAP regional plans are updated each year that funding is available, most communities update their housing elements every eight years. The City of Rolling Hills fails to see how collecting this data every eight years, when much of this information is collected annually through Continuums of Care point-in-time counts, would help address the evolving needs of unhoused residents in our community.

The City of Rolling Hills understands the goal of increasing transparency around the efforts of smaller cities to address the state's homelessness crisis. Currently, cities that do not receive HHAP funding are encouraged to participate in HHAP regional planning but are not required to do so. The City of Rolling Hills is requesting amendments that require smaller cities to have a seat at the table for the regional planning process. This will accomplish the same goal, providing transparency into the same system metrics that SB 866 includes, but through the same regional process already used by California's largest cities.

The City of Rolling Hills is a very small gated community of approximately 700 properties and 1,622 residents where the proposed legislation's requirements are fundamentally incompatible with the city's lack of infrastructure and a municipal staff of only seven people.

Each year, the Legislature introduces bills that change the rules mid-stream, significantly complicating cities' efforts to secure housing element certification. These multiyear planning efforts are already complex, time-consuming, and expensive. SB 866 would add yet another layer of reporting requirements — through a non-reimbursable state mandate — placing a disproportionate burden on smaller cities. For many, the challenge of collecting and reporting this data could further jeopardize their ability to achieve a compliant housing element.

The City of Rolling Hills urges amendments to SB 866 that ensure consistency with the existing HHAP regional planning process and do not unfairly target California's small cities, which continue to be left out of direct state homelessness funding.

For these reasons, the City of Rolling Hills respectfully **oppose your SB 866 (Blakespear) unless amended.**

Sincerely,

Bea Dieringer
Mayor
City of Rolling Hills

cc. Senator Ben Allen, laurel.brodzinsky@sen.ca.gov, Samuel.Liu@sen.ca.gov
Assemblymember Al Muratsuchi, Cody.Bridges@asm.ca.gov
Jeff Kiernan, jkiernan@calcities.org
League of California Cities, cityletters@cacities.org



April 6, 2026

The Honorable Catherine Blakespear
California State Senate
1021 O Street, Room 7720
Sacramento, CA 95814

**RE: SB 866 (Blakespear) Homeless Housing, Assistance, and Prevention program:
housing element.**
Notice of OPPOSE UNLESS AMENDED

Dear Senator Blakespear,

The League of California Cities must respectfully **oppose your SB 866 (Blakespear) unless amended** to address cities' concerns. SB 866 would require all but 14 cities to add extensive homelessness reporting requirements to their housing elements, targeting cities that do not receive state funding to address homelessness.

The state's flagship homelessness grant program, the Homeless Housing, Assistance, and Prevention (HHAP) Grant program, allocates funding to all 58 counties, 44 continuums of care, and cities with populations over 300,000. This means that only 14 cities in California are receiving direct state homelessness funding through HHAP.

To receive HHAP funding, grantees must submit a regionally coordinated homelessness action plan to the Housing and Community Development Department that includes specific system performance measures. SB 866 would **copy** these system performance measures from the HHAP regional plans and impose them as a separate reporting requirement **only** on cities **not** receiving state funding — forcing them to track these metrics in their housing elements.

Specifically, SB 866 would require all but 14 cities to provide detailed reports on available homelessness resources, actions taken to connect individuals to those resources, and various data points. For example, SB 866 requires cities to share information about the number of people who become homeless after exiting institutional settings, including jails, prisons, and hospitals, and the number of people who become unhoused after moving into permanent housing.

SB 866 also requires cities to describe how they are coordinating services under the Behavioral Health Services Act and identify any available mental and behavioral health funding. Counties, not cities, provide behavioral health services in California and receive all the funding to do so. SB 866 does not currently apply to counties because it only applies to local governments that **do not** receive HHAP. As a result, SB 866 places the burden on cities to report on and plan for services beyond their control, requiring significant reporting on county-led functions within a city's housing planning document – requirements that cities are not well-positioned to fulfill.



There is a reason these system performance metrics are currently in the HHAP regional planning process – because gathering this data requires collaboration with counties, prisons, hospitals, VAs, and other stakeholders. These requirements create significant administrative burdens for communities that **already** do not receive state financial support to address homelessness. Nearly all cities lack the infrastructure to collect the data required by SB 866, making compliance nearly impossible.

Additionally, while HHAP regional plans are updated each year that funding is available, most communities update their housing elements every eight years. Cal Cities fails to see how collecting this data every eight years, when much of this information is collected annually through Continuums of Care point-in-time counts, would help address the evolving needs of unhoused residents in our communities.

Cal Cities understands the goal of increasing transparency around the efforts of smaller cities to address the state's homelessness crisis. Currently, cities that do not receive HHAP funding are encouraged to participate in HHAP regional planning but are not required to do so. Cal Cities is requesting amendments that require smaller cities to have a seat at the table for the regional planning process. This will accomplish the same goal, providing transparency into the same system metrics that SB 866 includes, but through the same regional process already used by California's largest cities.

Each year, the Legislature introduces bills that change the rules mid-stream, significantly complicating cities' efforts to secure housing element certification. These multiyear planning efforts are already complex, time-consuming, and expensive. SB 866 would add yet another layer of reporting requirements — through a non-reimbursable state mandate — placing a disproportionate burden on smaller cities. For many, the challenge of collecting and reporting this data could further jeopardize their ability to achieve a compliant housing element.

We urge amendments to SB 866 that ensure consistency with the existing HHAP regional planning process and do not unfairly target California's small cities, which continue to be left out of direct state homelessness funding. For these reasons, Cal Cities has an **oppose unless amended position on SB 866 (Blakespear)**. If you have any questions, do not hesitate to contact me at cgrinder@calcities.org.

Sincerely,

A handwritten signature in blue ink that reads "Caroline Grinder".

Caroline Grinder
Legislative Affairs, Lobbyist

Introduced by Senator Blakespear

January 05, 2026

An act ~~relating to state government.~~ *to amend Section 65583 of the Government Code, relating to homelessness.*

LEGISLATIVE COUNSEL'S DIGEST

SB 866, as amended, Blakespear. ~~Emergency and interim shelters.~~ *Homeless Housing, Assistance, and Prevention program: housing element.*

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Existing law requires the housing element to include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to meeting these needs.

Existing law establishes the Homeless Housing, Assistance, and Prevention (HHAP) program for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified. Existing law provides for the allocation of funding under the program among continuums of care, cities, counties, and tribes in 6 rounds, with rounds 1 to 5, inclusive, administered by the Interagency Council on Homelessness and round 6 administered by the Department of Housing and Community Development, as provided. Existing law establishes round 7 of the program and states the intent of the Legislature to enact future legislation that specifies the parameters, as specified.

For a local government that does not receive HHAP funding, this bill would require the assessment to include, among other things, specified data regarding the population of individuals who are unhoused and a description of key actions that will be taken to reduce individuals who are unhoused based on the data. By imposing additional duties on local governments, this bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

~~Existing law authorizes a governing body to declare a shelter crisis, as specified, and to take such action as is necessary to carry out the provisions relating to shelter crises, upon a finding by that governing body that a significant number of persons within the jurisdiction of the governing body are without the ability to obtain shelter, and that the situation has resulted in a threat to the health~~

~~and safety of those persons. Existing law authorizes a political subdivision, upon a declaration described above, to allow persons unable to obtain housing to occupy designated public facilities during the duration of the state of emergency. Existing law defines terms for these purposes.~~

~~This bill would state the intent of the Legislature to enact the Emergency and Interim Shelter Capacity Act.~~

Digest Key

Vote: majority Appropriation: no Fiscal Committee: ~~no~~yes Local Program: ~~no~~yes

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 65583 of the Government Code is amended to read:

65583. The housing element shall consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and shall make adequate provision for the existing and projected needs of all economic segments of the community. The housing element shall contain all of the following:

(a) An assessment of housing needs, and an inventory of resources and constraints that are relevant to the meeting of those needs. The assessment and inventory shall include all of the following:

(1) An analysis of population and employment trends and documentation of projections and a quantification of the locality's existing and projected housing needs for all income levels. These existing and projected needs shall include the locality's share of the regional housing need in accordance with Section 65584.

(2) An analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition.

(3) An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites, and an analysis of the relationship of the sites identified in the land inventory to the jurisdiction's duty to affirmatively further fair housing.

(4) (A) The identification of one or more zoning designations that allow residential uses, including mixed uses, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit and that are suitable for residential uses. The identified zoning designations shall include sufficient sites meeting the requirements of subparagraph (H) with sufficient capacity, as described in subparagraph (I), to accommodate the need for emergency shelter identified in paragraph (7), except that each local government shall identify a zoning designation or designations that can accommodate at least one year-round emergency shelter. If the local government cannot identify a zoning designation or designations with sufficient capacity,

the local government shall include a program to amend its zoning ordinance to meet the requirements of this paragraph within one year of the adoption of the housing element. The local government may identify additional zoning designations where emergency shelters are permitted with a conditional use permit. The local government shall also demonstrate that existing or proposed permit processing, development, and management standards that apply to emergency shelters are objective and encourage and facilitate the development of, or conversion to, emergency shelters.

(B) Emergency shelters shall only be subject to the following written, objective standards:

- (i) The maximum number of beds or persons permitted to be served nightly by the facility.
- (ii) Sufficient parking to accommodate all staff working in the emergency shelter, provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zone.
- (iii) The size and location of exterior and interior onsite waiting and client intake areas.
- (iv) The provision of onsite management.
- (v) The proximity to other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart.
- (vi) The length of stay.
- (vii) Lighting.
- (viii) Security during hours that the emergency shelter is in operation.

(C) For purposes of this paragraph, "emergency shelter" shall include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care, and all services provided onsite, including the addition or expansion of services that are consistent with any written, objective standards pursuant to subparagraph (B).

(D) The permit processing, development, and management standards applied under this paragraph shall not be deemed to be discretionary acts within the meaning of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(E) If a local government has adopted written, objective standards pursuant to subparagraph (B), the local government shall include an analysis of the standards in the analysis of constraints pursuant to paragraph (5).

(F) A local government that can demonstrate, to the satisfaction of the department, the existence of one or more emergency shelters either within its jurisdiction or pursuant to a multijurisdictional agreement that can accommodate that jurisdiction's need and the needs of the other jurisdictions that are a part of the agreement for emergency shelter identified in paragraph (7) may comply with the zoning requirements of subparagraph (A) by identifying a zoning designation where new emergency shelters are allowed with a conditional use permit.

(G) A local government with an existing ordinance or ordinances that comply with this paragraph shall not be required to take additional action to identify zoning designations for emergency shelters. The housing element must only describe how existing ordinances, policies, and standards are consistent with the requirements of this paragraph.

(H) The zoning designation or designations where emergency shelters are allowed, as described in subparagraph (A), shall include sites that meet at least one of the following standards:

(i) Vacant sites zoned for residential use.

(ii) Vacant sites zoned for nonresidential use that allow residential development, if the local government can demonstrate how the sites with this zoning designation that are being used to satisfy the requirements of paragraph (1) are located near amenities and services that serve people experiencing homelessness, which may include health care, transportation, retail, employment, and social services, or that the local government will provide free transportation to services or offer services onsite.

(iii) Nonvacant sites zoned for residential use or for nonresidential use that allow residential development that are suitable for use as a shelter in the current planning period, or which can be redeveloped for use as a shelter in the current planning period. A nonvacant site with an existing use shall be presumed to impede emergency shelter development absent an analysis based on substantial evidence that the use is likely to be discontinued during the planning period. The analysis shall consider current market demand for the current uses, market conditions, and incentives or standards to encourage shelter development.

(I) The zoning designation or designations shall have sufficient sites meeting the requirements of subparagraph (H) to accommodate the need for shelters identified pursuant to paragraph (7). The number of people experiencing homelessness that can be accommodated on any site shall be demonstrated by dividing the square footage of the site by a minimum of 200 square feet per person, unless the locality can demonstrate that one or more shelters were developed on sites that have fewer square feet per person during the prior planning period or the locality provides similar evidence to the department demonstrating that the site can accommodate more people experiencing homelessness. Any standard applied pursuant to this subparagraph is intended only for calculating site capacity pursuant to this section, and shall not be construed as establishing a development standard applicable to the siting, development, or approval of a shelter.

(J) Notwithstanding subparagraph (H), a local government may accommodate the need for emergency shelters identified pursuant to paragraph (7) on sites owned by the local government if it demonstrates with substantial evidence that the sites will be made available for emergency shelter during the planning period, they are suitable for residential use, and the sites are located near amenities and services that serve people experiencing homelessness, which may include health care, transportation, retail, employment, and social services, or that the local government will provide free transportation to services or offer services onsite.

(5) An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees, and other exactions required of developers, local processing and permit procedures, historic preservation practices and policies and an assessment of how existing and proposed historic designations affect the locality's ability to meet its share of the housing need pursuant to paragraph (1), and any locally adopted ordinances that directly impact the cost and supply of residential development.

(A) The analysis shall also demonstrate local efforts to remove governmental constraints that hinder the locality from meeting its share of the regional housing need in accordance with Section 65584 and from meeting the need for housing for persons with disabilities, supportive housing, transitional housing, and emergency shelters identified pursuant to paragraph (7).

(B) (i) For adoption of the seventh and all subsequent revisions of the housing element, the analysis shall also include a potential and actual governmental constraints disclosure statement containing both of the following:

(I) An identification of each new or amended potential or actual governmental constraint, or revision increasing the stringency of a governmental constraint, adopted

after the due date of the previous housing element and before submittal of the current draft housing element to the department.

(II) An identification of any new or amended potential or actual governmental constraint, or revision increasing the stringency of a governmental constraint, that the governing body of the local government can anticipate adopting during the first three years of the planning period commencing on the date that a local agency's housing element is considered to be in substantial compliance pursuant to Section 65585.03.

(ii) For the purposes of this subparagraph, "anticipate adopting" means a legislative body of the local government had, after the due date of the previous housing element and before submittal of the current draft housing element, identified in an agenda published by a legislative body of the local government pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5) an action to consider the adoption, amendment, or increase in the stringency of a potential or actual governmental constraint.

(iii) This subparagraph shall not be construed to prohibit a local government from adopting, amending, or increasing the stringency of a potential or actual governmental constraint regardless of whether it was included in a potential and actual governmental constraints disclosure statement pursuant to this subparagraph.

(6) An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the availability of financing, the price of land, the cost of construction, the requests to develop housing at densities below those anticipated in the analysis required by subdivision (c) of Section 65583.2, and the length of time between receiving approval for a housing development and submittal of an application for building permits for that housing development that hinder the construction of a locality's share of the regional housing need in accordance with Section 65584. The analysis shall also demonstrate local efforts to remove nongovernmental constraints that create a gap between the locality's planning for the development of housing for all income levels and the construction of that housing.

(7) (A) An analysis of any special housing needs, such as those of the elderly; persons with disabilities, including a developmental disability, as defined in Section 4512 of the Welfare and Institutions Code; extremely low income households; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter. The need for emergency shelter shall be assessed based on the capacity necessary to accommodate the most recent homeless point-in-time count conducted before the start of the planning period, the need for emergency shelter based on number of beds available on a year-round and seasonal basis, the number of shelter beds that go unused on an average monthly basis within a one-year period, and the percentage of those in emergency shelters that move to permanent housing solutions. The need for emergency shelter may be reduced by the number of supportive housing units that are identified in an adopted 10-year plan to end chronic homelessness and that are either vacant or for which funding has been identified to allow construction during the planning period. An analysis of special housing needs by a city or county may include an analysis of the need for frequent user coordinated care housing services.

(B) For the seventh and subsequent revisions of the housing element, the analysis required in subparagraph (A) shall also include an analysis of the housing needs of acutely and extremely low income households.

(8) An analysis of opportunities for energy conservation with respect to residential development. Cities and counties are encouraged to include weatherization and energy efficiency improvements as part of publicly subsidized housing rehabilitation projects. This may include energy efficiency measures that encompass the building envelope, its heating and cooling systems, and its electrical system.

(9) An analysis of existing assisted housing developments that are eligible to change from low-income housing uses during the next 10 years due to termination of subsidy contracts, mortgage prepayment, or expiration of restrictions on use. "Assisted housing developments," for the purpose of this section, shall mean multifamily rental housing that receives governmental assistance under federal programs listed in subdivision (a) of Section 65863.10, state and local multifamily revenue bond programs, local redevelopment programs, the federal Community Development Block Grant Program, or local in-lieu fees. "Assisted housing developments" shall also include multifamily rental units that were developed pursuant to a local inclusionary housing program or used to qualify for a density bonus pursuant to Section 65916.

(A) The analysis shall include a listing of each development by project name and address, the type of governmental assistance received, the earliest possible date of change from low-income use, and the total number of elderly and nonelderly units that could be lost from the locality's low-income housing stock in each year during the 10-year period. For purposes of state and federally funded projects, the analysis required by this subparagraph need only contain information available on a statewide basis.

(B) The analysis shall estimate the total cost of producing new rental housing that is comparable in size and rent levels, to replace the units that could change from low-income use, and an estimated cost of preserving the assisted housing developments. This cost analysis for replacement housing may be done aggregately for each five-year period and does not have to contain a project-by-project cost estimate.

(C) The analysis shall identify public and private nonprofit corporations known to the local government that have legal and managerial capacity to acquire and manage these housing developments.

(D) The analysis shall identify and consider the use of all federal, state, and local financing and subsidy programs that can be used to preserve, for lower income households, the assisted housing developments, identified in this paragraph, including, but not limited to, federal Community Development Block Grant Program funds, tax increment funds received by a redevelopment agency of the community, and administrative fees received by a housing authority operating within the community. In considering the use of these financing and subsidy programs, the analysis shall identify the amounts of funds under each available program that have not been legally obligated for other purposes and that could be available for use in preserving assisted housing developments.

(10) For a local government that does not receive funding pursuant to the Homeless Housing, Assistance, and Prevention program (Chapter 6 (commencing with Section 50216)) or the Regionally Coordinated Homelessness Housing, Assistance, and Prevention Program (Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the Health and Safety Code), all of the following:

(A) An itemized list of the specific federal, state, and local resources available to assist individuals who are unhoused, including interim and permanent housing, and mental and behavioral health services.

(B) A description of the actions taken by the local government to connect individuals who are unhoused to the resources described in subparagraph (A).

(C) (i) Most up-to-date data on the population of individuals who are unhoused, which shall include all of the following:

(I) The number of individuals who are unhoused.

(II) The average length of time individuals are unhoused.

(III) The number and percentage of individuals who are unhoused that moved into permanent housing.

(IV) The number of people who become unhoused after moving into permanent housing.

(V) The number of people who became unhoused for the first time.

(VI) The number of people who become unhoused after exiting institutional settings, including, but not limited to, jails, prisons, and hospitals.

(ii) The data specified in clause (i) shall be disaggregated by age, racial, and ethnic demographics.

(D) A description of key actions that will be taken to reduce individuals who are unhoused based on the data points described in subparagraph (C).

(E) Actions taken to coordinate with cities in the region, counties or council of governments, including entering into a memorandum of understanding as part of a regional action plan as required by the Homeless Housing, Assistance, and Prevention program (Chapter 6 (commencing with Section 50216) of Part 1 of Division 1 of the Health and Safety Code), and identification and analysis of the specific roles and responsibilities regarding all of the following:

(i) Outreach and site coordination.

(ii) Siting and use of available land, the development of shelter, interim, and permanent housing options.

(iii) Coordination and connection to the delivery of services to individuals who are unhoused, or at risk of becoming unhoused, including specifying roles and coordination plans in relation to the Mental Health Services Act or Behavioral Health Services Act, within the region.

(F) Identification programs that prevent individuals from becoming unhoused and other actions taken to prevent vulnerable populations from becoming unhoused, such as current and former foster youth, veterans, persons exiting the judicial system, and persons with special housing needs.

(b) (1) A statement of the community's goals, quantified objectives, and policies relative to affirmatively furthering fair housing and to the maintenance, preservation, improvement, and development of housing.

(2) It is recognized that the total housing needs identified pursuant to subdivision (a) may exceed available resources and the community's ability to satisfy this need within the content of the general plan requirements outlined in Article 5 (commencing with Section 65300). Under these circumstances, the quantified objectives need not be identical to the total housing needs. The quantified objectives shall establish the maximum number of housing units by income category that can be constructed, rehabilitated, and conserved over a five-year time period.

(c) A program that sets forth a schedule of actions during the planning period, each with a timeline for implementation, that may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, the utilization of appropriate federal and state financing and subsidy programs when available, and the utilization of moneys in a low- and moderate-income housing fund of an agency if the locality has established a redevelopment project area pursuant to the Community Redevelopment Law (Division 24 (commencing with Section 33000) of the Health and Safety Code). In order to make adequate provision for the housing needs of all economic segments of the community, the program shall do all of the following:

(1) Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for all income levels that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Section 65584.09. Sites shall be identified as needed to affirmatively further fair housing and to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing.

(A) Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to Section 65584, a program for rezoning of those sites, subject to the following deadlines:

(i) For the adoption of the sixth revision of the housing element, jurisdictions with an eight-year housing element planning period pursuant to Section 65588, including adoption of minimum density and development standards or, for a jurisdiction in the coastal zone, any necessary local coastal program amendments related to land use designations, changes in intensity of land use, zoning ordinances, or zoning district maps, consistent with Sections 30512, 30512.2, 30513, and 30514 of the Public Resources Code, shall be completed no later than three years after either the date the housing element is adopted pursuant to subdivision (f) of Section 65585 or the date that is 90 days after receipt of comments from the department pursuant to subdivision (b) of Section 65585, whichever is earlier, unless the deadline is extended pursuant to subdivision (f). Notwithstanding the foregoing, for a local government that fails to adopt a housing element that the department has found to be in substantial compliance with this article within 120 days of the statutory deadline in Section 65588 for adoption of the housing element, rezoning of those sites, including adoption of minimum density and development standards or, for a jurisdiction in the coastal zone, any necessary local coastal program amendments related to land use designations, changes in intensity of land use, zoning ordinances, or zoning district maps, consistent with Sections 30512, 30512.2, 30513, and 30514 of the Public Resources Code, shall be completed no later than one year from the statutory deadline in Section 65588 for adoption of the housing element.

(ii) For adoption of the seventh and all subsequent revisions of the housing element, rezonings shall be completed no later than one year from the statutory deadline in Section 65588 for adoption of the housing element.

(iii) Notwithstanding clause (ii), for the adoption of the seventh and all subsequent revisions of the housing element, rezonings shall be completed no later than three years and 90 days after the statutory deadline in Section 65588 for adoption of the housing element, unless the deadline is extended pursuant to subdivision (f). This clause shall apply only if the local government complies with all of the following:

(I) The local government submits a draft element or draft amendment to the department for review pursuant to paragraph (1) of subdivision (b) of Section 65585 at least 90 days before the statutory deadline established in Section 65588 for adoption of the housing element.

(II) The local government receives from the department findings that the draft element or draft amendment substantially complies with this article pursuant to paragraph (3) of subdivision (b) of Section 65585 on or before the statutory deadline set forth in Section 65588 for adoption of the housing element.

(III) The local government adopts the draft element or draft amendment that the department found to substantially comply with this article no later than 120 days after

the statutory deadline set forth in Section 65588.

(B) Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to Section 65584, the program shall identify sites that can be developed for housing within the planning period pursuant to subdivision (h) of Section 65583.2. The identification of sites shall include all components specified in Section 65583.2.

(C) Where the inventory of sites pursuant to paragraph (3) of subdivision (a) does not identify adequate sites to accommodate the need for farmworker housing, the program shall provide for sufficient sites to meet the need with zoning that permits farmworker housing use by right, including density and development standards that could accommodate and facilitate the feasibility of the development of farmworker housing for low- and very low income households.

(2) (A) Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.

(B) For the seventh and subsequent revisions of the housing element, the program shall also assist in the development of adequate housing to meet the needs of acutely low income households.

(3) Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. Transitional housing and supportive housing shall be considered a residential use of property and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. Supportive housing, as defined in Section 65650, shall be a use by right in all zones where multifamily and mixed uses are permitted, as provided in Article 11 (commencing with Section 65650).

(4) Conserve and improve the condition of the existing affordable housing stock, which may include addressing ways to mitigate the loss of dwelling units demolished by public or private action.

(5) Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law.

(6) Preserve for lower income households the assisted housing developments identified pursuant to paragraph (9) of subdivision (a). The program for preservation of the assisted housing developments shall utilize, to the extent necessary, all available federal, state, and local financing and subsidy programs identified in paragraph (9) of subdivision (a), except where a community has other urgent needs for which alternative funding sources are not available. The program may include strategies that involve local regulation and technical assistance.

(7) Develop a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at affordable rent, as defined in Section 50053 of the Health and Safety Code, for very low, low-, or moderate-income households. For purposes of this paragraph, "accessory dwelling units" has the same meaning as "accessory dwelling unit" as defined in subdivision (a) of Section 66313.

(8) Include an identification of the agencies and officials responsible for the implementation of the various actions and the means by which consistency will be achieved with other general plan elements and community goals.

(9) Include a diligent effort by the local government to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort.

(10) (A) Affirmatively further fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2. The program shall include an assessment of fair housing in the jurisdiction that shall include all of the following components:

(i) A summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction's fair housing enforcement and fair housing outreach capacity.

(ii) An analysis of available federal, state, and local data and knowledge to identify integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty and affluence, disparities in access to opportunity, and disproportionate housing needs, including displacement risk. The analysis shall identify and examine such patterns, trends, areas, disparities, and needs, both within the jurisdiction and comparing the jurisdiction to the region in which it is located, based on race and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2) and Section 65008.

(iii) An assessment of the contributing factors, including the local and regional historical origins and current policies and practices, for the fair housing issues identified under clauses (i) and (ii).

(iv) An identification of the jurisdiction's fair housing priorities and goals, giving highest priority to those factors identified in clause (iii) that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance, and identifying the metrics and milestones for determining what fair housing results will be achieved.

(v) Strategies and actions to implement those priorities and goals, which may include, but are not limited to, enhancing mobility strategies and encouraging development of new affordable housing in areas of opportunity, as well as place-based strategies to encourage community revitalization, including preservation of existing affordable housing, and protecting existing residents from displacement.

(B) A jurisdiction that completes or revises an assessment of fair housing pursuant to Subpart A (commencing with Section 5.150) of Part 5 of Subtitle A of Title 24 of the Code of Federal Regulations, as published in Volume 80 of the Federal Register, Number 136, page 42272, dated July 16, 2015, or an analysis of impediments to fair housing choice in accordance with the requirements of Section 91.225 of Title 24 of the Code of Federal Regulations in effect before August 17, 2015, may incorporate relevant portions of that assessment or revised assessment of fair housing or analysis or revised analysis of impediments to fair housing into its housing element.

(C) (i) The requirements of this paragraph shall apply to housing elements due to be revised pursuant to Section 65588 on or after January 1, 2021.

(ii) The assessment required pursuant to this paragraph shall be completed before the planning agency makes its first draft revision of a housing element available for public comment pursuant to subdivision (b) of Section 65585.

(D) (i) The department shall develop a standardized reporting format for programs and actions taken pursuant to this paragraph. The standardized reporting format shall enable the reporting

of all of the assessment components listed in subparagraph (A) and, at a minimum, include all of the following fields:

- (I) Timelines for implementation.
- (II) Responsible party or parties.
- (III) Resources committed from the local budget to affirmatively further fair housing.
- (IV) Action areas.
- (V) Potential impacts of the program.

(ii) A local government shall utilize the standardized report format developed pursuant to this subparagraph for the seventh and each subsequent revision of the housing element.

(d) (1) A local government may satisfy all or part of its requirement to identify a zone or zones suitable for the development of emergency shelters pursuant to paragraph (4) of subdivision (a) by adopting and implementing a multijurisdictional agreement, with a maximum of two other adjacent communities, that requires the participating jurisdictions to develop at least one year-round emergency shelter within two years of the beginning of the planning period.

(2) The agreement shall allocate a portion of the new shelter capacity to each jurisdiction as credit toward its emergency shelter need, and each jurisdiction shall describe how the capacity was allocated as part of its housing element.

(3) Each member jurisdiction of a multijurisdictional agreement shall describe in its housing element all of the following:

(A) How the joint facility will meet the jurisdiction's emergency shelter need.

(B) The jurisdiction's contribution to the facility for both the development and ongoing operation and management of the facility.

(C) The amount and source of the funding that the jurisdiction contributes to the facility.

(4) The aggregate capacity claimed by the participating jurisdictions in their housing elements shall not exceed the actual capacity of the shelter.

(e) Except as otherwise provided in this article, amendments to this article that alter the required content of a housing element shall apply to both of the following:

(1) A housing element or housing element amendment prepared pursuant to subdivision (e) of Section 65588 or Section 65584.02, when a city, county, or city and county submits a draft to the department for review pursuant to Section 65585 more than 90 days after the effective date of the amendment to this section.

(2) Any housing element or housing element amendment prepared pursuant to subdivision (e) of Section 65588 or Section 65584.02, when the city, county, or city and county fails to submit the first draft to the department before the due date specified in Section 65588 or 65584.02.

(f) The deadline for completing required rezoning pursuant to subparagraph (A) of paragraph (1) of subdivision (c) shall be extended by one year if the local government has completed the rezoning at densities sufficient to accommodate at least 75 percent of the units for lower income households and if the legislative body at the conclusion of a public hearing determines, based upon substantial evidence, that any of the following circumstances exists:

(1) The local government has been unable to complete the rezoning because of the action or inaction beyond the control of the local government of any other state, federal, or local agency.

(2) The local government is unable to complete the rezoning because of infrastructure deficiencies due to fiscal or regulatory constraints.

(3) The local government must undertake a major revision to its general plan in order to accommodate the housing-related policies of a sustainable communities strategy or an alternative planning strategy adopted pursuant to Section 65080.

The resolution and the findings shall be transmitted to the department together with a detailed budget and schedule for preparation and adoption of the required rezonings, including plans for citizen participation and expected interim action. The schedule shall provide for adoption of the required rezoning within one year of the adoption of the resolution.

(g) (1) If a local government fails to complete the rezoning by the deadline provided in subparagraph (A) of paragraph (1) of subdivision (c), as it may be extended pursuant to subdivision (f), except as provided in paragraph (2), a local government may not disapprove a housing development project, nor require a conditional use permit, planned unit development permit, or other locally imposed discretionary permit, or impose a condition that would render the project infeasible, if the housing development project, (A) is proposed to be located on a site required to be rezoned pursuant to the program action required by that subparagraph and, (B) complies with applicable, objective general plan and zoning standards and criteria, including design review standards, described in the program action required by that subparagraph. Any subdivision of sites shall be subject to the Subdivision Map Act (Division 2 (commencing with Section 66410)). Design review shall not constitute a "project" for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code.

(2) A local government may disapprove a housing development described in paragraph (1) if it makes written findings supported by substantial evidence on the record that both of the following conditions exist:

(A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

(3) The applicant or any interested person may bring an action to enforce this subdivision. If a court finds that the local agency disapproved a project or conditioned its approval in violation of this subdivision, the court shall issue an order or judgment compelling compliance within 60 days. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment has not been carried out within 60 days, the court may issue further orders to ensure that the purposes and policies of this subdivision are fulfilled. In any such action, the city, county, or city and county shall bear the burden of proof.

(4) For purposes of this subdivision, "housing development project" means a project to construct residential units for which the project developer provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of at least 49 percent of the housing units for very low, low-, and moderate-income households with an affordable housing cost or affordable rent, as defined in Section 50052.5 or 50053 of the Health and Safety Code, respectively, for the period required by the applicable financing.

(h) An action to enforce the program actions of the housing element shall be brought pursuant to Section 1085 of the Code of Civil Procedure.

(i) Notwithstanding any other law, the otherwise applicable timeframe set forth in paragraph (2) of subdivision (b) and subdivision (d) of Section 21080.3.1 of the Public Resources Code, and paragraph (3) of subdivision (d) of Section 21082.3 of the Public Resources Code, for a Native American tribe to respond to a lead agency and request consultation in writing is extended by 30 days for any housing development project application determined or deemed to be complete on or after March 4, 2020, and prior to December 31, 2021.

(j) On or after January 1, 2024, at the discretion of the department, the analysis of government constraints pursuant to paragraph (5) of subdivision (a) may include an analysis of constraints upon the maintenance, improvement, or development of housing for persons with a characteristic identified in subdivision (b) of Section 51 of the Civil Code. The implementation of this subdivision is contingent upon an appropriation by the Legislature in the annual Budget Act or another statute for this purpose.

SEC. 2. *The Legislature finds and declares that Section 1 of this act amending Section 65583 of the Government Code addresses a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Section 1 of this act applies to all cities, including charter cities.*

SEC. 3. *No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.*

~~SECTION 1. It is the intent of the Legislature to enact the Emergency and Interim Shelter Capacity Act.~~



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.C.

Meeting Date: 4/13/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Update on City Council Chamber Audio/Visual and Functional Upgrades

Background:

The City Council Chambers serve as the primary venue for municipal governance, emergency operations, and community engagement. The existing audio/visual (AV) infrastructure and furniture have remained largely unchanged for many years, predating modern digital standards and current state transparency mandates.

Historically, the room has been configured with fixed-position furniture that limits its utility for resident programs and events outside official City Council or Commission meetings. Simultaneously, the outdated audio and video systems are reaching the end of their service life, resulting in occasional technical issues and a substandard experience for residents in person or viewing meetings remotely.

Current state and federal laws now require higher standards for public access. Specifically, California Senate Bill 707 (SB 707) and the Americans with Disabilities Act (ADA) necessitate significant upgrades to ensure that all residents—regardless of physical ability or location—can participate meaningfully in the democratic process.

Discussion:

Upgrading the City Council Chambers is an important step towards improving the City's ability to host City Council, Committee, or Commission meetings while complying with existing law.

The Chambers also function as the City's Emergency Operations Center (EOC). The current fixed furniture configuration also does not provide adequate operational readiness, flexibility, and overall functionality to accommodate the five core EOC functions (Management, Operations, Planning, Logistics, and Finance), which are part of the nationally recognized Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) frameworks. This is particularly important given the City's small staff and anticipated reliance on mutual aid personnel during emergencies, which requires a layout that can quickly accommodate additional responders and clearly define operational roles. Furthermore, it limits the room's ability to also easily function as a multipurpose community room for events, workshops, meetings, and presentations.

Other important Chamber / EOC elements include improved audiovisual and display capabilities, enhanced Wi-Fi and connectivity, adequate power access and charging stations, and flexible seating configurations. Attachment A provides a mock-up of adding displays and speakers as well as the type of modular tables staff is exploring..

The City Clerk's office is working to address three critical areas in the coming months: legal compliance, accessibility, and operational flexibility.

1. Compliance with CA Senate Bill 707 (SB 707)

As of July 1, 2026, the Brown Act requires that local agencies provide a "two-way" remote participation option (Attachments B & C).

- Mandatory Remote Access: The City must offer either a two-way telephonic service or a two-way audiovisual platform for all public meetings. Simply broadcasting a view-only stream no longer meets the legal standard for "eligible legislative bodies".
- Disruption Policies: SB 707 requires the City to adopt a formal policy for handling technical disruptions during meetings. If a disruption prevents public access, the meeting must be recessed for at least one hour while a good-faith effort is made to restore service.

2. ADA Remediation and Accessibility

The current chambers contain ADA barriers that could expose the City to legal risk, including:

- Audio Assistive Technology: Modernizing the audio interface allows for seamless integration of assistive listening devices and real-time automated captioning, which is a key requirement for deaf and hard-of-hearing residents.

3. Modernization and Multi-Purpose Utility

The transition to wireless audio, improved presentation displays, as well as utilizing modular, collapsible furniture, will allow the room to easily transform from a single-use room into a multi-functional City asset, as well as provide an improved experience for Councilmembers/Commissioners, public participants, presenters, and staff.

- Flexibility: Nesting tables and wireless microphones allow staff to reconfigure the room in minutes for Emergency Operations Center (EOC) trainings or activation, community workshops/meetings/presentations, or flex voting centers.
- Staff Efficiency: A digital system simplifies the workflow for staff while also removing the clutter of cables and wires.

Fiscal Impact:

Staff has received vendor quotes in recent months that exceed the desired budget. The Clerk's office is currently researching strategies to implement purchases and changes internally with minor support from existing vendors specific to IT, electrical or cabling aspects as necessary. At this time, expenses are or will be built into the current FY25/26 and forthcoming FY26/27 budgets.

Recommendation:

Receive and file.

Attachments:

1. Attachment A - IT_CAV_260413_Chamber_AV_Temp
2. Attachment B - CL_AGN_260126_CC_Item14B
3. Attachment C - CL_AGN_260413_California-2025-SB707-Chaptered

Rolling Hills City Council Chamber Upgrades Update – April 13, 2026
Mock-up showing proposed Visual presentation displays for Council/Staff/Public



Rolling Hills City Council Chamber Upgrade Update – April 13, 2026

Folding modular furniture examples



Folding Modular Tables

These tables adapt to your current needs with ease. As a result, arranging your workspace daily is a cinch with our modular tables. Their unique casters and daisy-chaining capabilities make these great for rooms that serve multiple purposes.





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.B.

Meeting Date: 1/26/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Receive and file an update on recent legislative changes impacting key Brown Act provisions under Senate Bill 707

Background:

On October 3, 2025, Senate Bill 707 (SB 707) was signed by Governor Newsom, bringing significant changes to many public agencies' meetings in 2026. SB 707 is intended to diversify and increase public engagement in local government, and to modernize the Ralph M. Brown Act in light of technological advancements.

SB 707 amends numerous provisions of the Brown Act and places new restrictions, expectations, and duties upon legislative bodies. The changes are best understood in terms of what only applies to "eligible legislative bodies" versus what generally applies to all legislative bodies.

Rules Specific to Eligible Legislative Bodies

The most significant changes in SB 707 will apply to an "eligible legislative body," which is defined as any of the following:

1. A city council of a city with a population of 30,000 or more,
2. A board of supervisors of a county, or a city and county, with a population of 30,000 or more,
3. **A city council of a city located in a county with a population of 600,000 or more, and**
4. A board of directors of large special districts meeting certain thresholds based on boundary areas, population, number of employees and/or revenues.

Practical Considerations:

It should be noted that the requirements applying to "eligible legislative bodies" only impact the main governing body of those agencies, **not** all legislative bodies that are part of the agency. By example, the requirements would only affect the City Council, **not** the Planning Commission, Traffic Commission or other standing and advisory committees.

- **Two-Way Remote Attendance and Disruption Procedures**

Unlike earlier versions of the Brown Act, the new law now requires eligible legislative bodies to offer hybrid meetings. This means the public must be able to participate through a two-way

phone or video platform, unless the technology is not available at the meeting location or the meeting qualifies for an exemption, such as a field trip.

On or before July 1, 2026, an eligible legislative body must also approve in an open session a policy regarding disruption of the above-mentioned services or platform and efforts to restore service. If a disruption prevents the public from attending a meeting, the body must take a recess and try to restore service for at least one hour. Afterward, it must adopt a finding by roll call vote confirming that good-faith efforts were made to fix the issue and that resuming the meeting serves the public interest more than delaying it further.

Furthermore, this bill allows a legislative body or its presiding officer to also remove or limit participation from individuals engaging in disruptive behavior, regardless of whether the individual is attending in-person or via two-way audiovisual or telephonic services.

- **Outreach**

This bill will now require eligible legislative bodies to take specific actions to encourage residents to participate in public meetings, including:

- Provide a system for electronically accepting and fulfilling requests for meeting agendas;*
- Have an accessible internet web page dedicated to information concerning public meetings and how members of the public may participate, including a link to the page on the agency's home page;* and
- Make reasonable efforts to invite groups that do not traditionally participate in public meetings to attend those meetings, such as outreach to media organizations serving non-English-speaking communities or civic engagement organizations. The legislative body has broad discretion to implement these efforts.

- **Language Translation and Interpretation**

Eligible legislative bodies must also:

- Translate the agenda and instructions on how to participate in meetings into any language spoken jointly by 20 percent or more of an applicable population that also speaks English less than "very well" according to the American Community Survey;
- Provide reasonable assistance to members of the public who wish to use personal interpreters, such as arranging space for interpreters and allowing extra time for interpretation;
- The new web page requirements for web pages dedicated to information concerning public meetings must be translated into any language spoken jointly by 20 percent or more of an applicable population that also speaks English less than "very well" according to the American Community Survey;*
- Make a physical location, within reasonable proximity to the location where the agenda is posted, freely accessible to the public so the public may post additional translations of that agenda.

Note: Currently, Rolling Hills does not meet the above threshold per the most recent U.S. Census Data (English only: 74.8%, Spanish: 2.7%, Other Indo-European languages: 7.7%, Other languages: .5%)

Rules Applicable to Legislative Bodies in General

While the rules above apply to eligible legislative bodies, the following rules apply to legislative bodies more broadly and generally.

- **Teleconferencing Updates**

SB 707 reorganizes and expands the teleconferencing provisions of the Brown Act, adding some uniformity to noticing, disclosure, accessibility, and public comment requirements for certain types of teleconferencing. For example, SB 707 revises and restates the existing teleconferencing provisions for states of emergency, just cause, and emergency circumstances, and expands coverage to include:

1. States of emergency declared by localities, and
2. Just cause allowances, including physical or family medical emergencies preventing in-person attendance, and military service. The new law also continues the availability of teleconferencing for neighborhood councils, student body community college associations, and student-run community college organizations.

In addition, SB 707 would allow agencies to permit attendance by a member of the legislative body via teleconferencing as a reasonable accommodation under applicable law, including the Americans with Disabilities Act (ADA). Those attending in accordance with this section must still disclose any present adults and their relationship to them and participate via audio and camera, unless their disability prevents such.

The new law also authorizes remote teleconference meetings by “eligible subsidiary bodies” of local agencies, as long as the subsidiary bodies comply with certain requirements. This compliance is defined as having at least one physical location for the meeting, requiring that members attending remotely appear on camera, and requiring the legislative body that created the subsidiary body to make certain findings prior to authorizing fully remote meetings and at least every six months thereafter. Under SB 707, an “eligible subsidiary body” includes only advisory bodies that cannot take certain final actions and do not have primary subject matter jurisdiction on elections, budgets, police oversight, privacy, library material restrictions, or taxing or spending proposals.

Similarly, SB 707 allows remote teleconference meetings by “eligible multi-jurisdictional bodies” if certain requirements are met, including at least a quorum of the body participating from one or more physical locations that are open to the public, and that members who participate remotely do not receive compensation for attendance. There are also limits on the number of times a member may participate remotely. Under the law, an “eligible multi-jurisdictional body” means a legislative body that includes representatives from more than one local agency, or a legislative body of a joint powers agency.

Finally, SB 707 clarifies that the term “teleconference” does not apply when one or more members of a legislative body watch or listen to a meeting via webcasting, without the ability to interactively speak or discuss.

Note: The limits for just cause teleconferencing applicable to Rolling Hills Councilmembers allow a member to attend up to five meetings per year remotely due to the Council meetings held twice a month.

- **Other Changes**

Copies of the Brown Act: Existing law encourages agencies to provide copies of the Brown Act to each member of a legislative body. SB 707 will now require agencies to provide a copy of the Brown Act to any person elected or appointed as a member of a legislative body.*

Harsher Restrictions: Removes a requirement that members of an appointed legislative body must be appointed by or under the authority of the elected legislative body in order for the legislative body to impose harsher open and public meeting requirements.

Special & Emergency Meetings: Removes a requirement that only specified legislative bodies must comply with the internet website posting and notice requirements for special or emergency meetings, and thus imposes the same posting and notice requirements on all legislative bodies.

Extends the Social Media Rules Indefinitely: Existing law permits a member engaging in separate conversations or communications outside of a meeting with any other person using an internet-based social media platform for specified purposes. However, this is provided that the majority of members do not use the platform to discuss business of a specific nature that falls within the subject matter jurisdiction of the legislative body. This bill makes this exception indefinite.

Notably, some other updates or changes enacted by SB 707 do not actually alter the substance of the law, but simply move and regroup the information into a more readable and trackable format within the Brown Act. These changes were intended to address common complaints and overall feedback on the organization of the Brown Act.

Please note that most updates to the Brown Act under SB 707 will become effective on January 1, 2026, while those specifically applying to eligible legislative bodies will take effect on July 1, 2026. Further, some provisions of SB 707 will expire on January 1, 2030, unless later extended by the Legislature.

**The City of Rolling Hills is already compliant.*

Discussion:

None.

Fiscal Impact:

Staff is working on solutions to upgrade and improve the Council Chambers audio/visual system and functionality to comply with SB707, but also to ensure future-proofing, potential Emergency Operations Center needs, and improve systems for general use of the room.

Staff will return at a future meeting with a report on potential changes to share with the Council.

Recommendation:

Receive and file.

Attachments:

None

Senate Bill No. 707

CHAPTER 327

An act to amend Sections 54952.7, 54953, 54953.5, 54953.7, 54954.2, 54954.3, 54956, 54956.5, 54957.6, 54957.9, and 54957.95 of, to amend and repeal Section 54952.2 of, to add Sections 54953.8, 54953.8.1, 54953.8.2, and 54957.96 to, and to add and repeal Sections 54953.4, 54953.8.3, 54953.8.4, 54953.8.5, 54953.8.6, and 54953.8.7 of, the Government Code, relating to local government.

[Approved by Governor October 03, 2025. Filed with Secretary of State
October 03, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 707, Durazo. Open meetings: meeting and teleconference requirements.

(1) Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate.

This bill would, beginning July 1, 2026, and until January 1, 2030, require an eligible legislative body, as defined, to comply with additional meeting requirements, including that, except as specified, all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, and that the eligible legislative body take specified actions to encourage residents to participate in public meetings, as specified. The bill would require an eligible legislative body, on or before July 1, 2026, to approve at a noticed public meeting in open session a policy regarding disruption of telephonic or internet services occurring during meetings subject to these provisions, as specified, and would require the eligible legislative body to comply with certain requirements relating to disruption, including for certain disruptions, recessing the open session for at least one hour and making a good faith attempt to restore the service, as specified.

(2) Existing law prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body. Existing law defines "meetings" for these purposes to mean any congregation of a majority of the members of a legislative body at the same time and location, as specified, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body. Until January 1, 2026, existing law excepts from the prohibition a member engaging in separate conversations or communications outside of a meeting with any other person using an internet-based social media platform for specified purposes, provided, among other things, that a majority of the members do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body.

This bill would make the above-described exception related to communications on an internet-based social media platform applicable indefinitely.

(3) Existing law requires a legislative body, prior to taking final action, to orally report a summary of a recommendation for a final action on specified forms of compensation for a local agency executive, as defined, during the open meeting in which the final action is to be taken.

This bill would also require the legislative body to make that oral report, as provided above, prior to taking final action on those specified forms of compensation for a department head or other similar administrative officer of the local agency.

(4) Existing law requires a legislative body of a local agency or its designee, at least 72 hours before a regular meeting, to post an agenda that meets specified requirements, including that the agenda contain a brief general description of each item of business to be transacted or discussed at the meeting, as specified.

This bill would, beginning July 1, 2026, and until July 1, 2030, require the agenda for each meeting of an eligible legislative body, as defined, to be translated into all applicable languages. The bill would define "applicable languages" to mean languages, according to data from the most recent American Community Survey, spoken jointly by 20% or more of the applicable population, as specified, provided that 20% or more of the population that speaks that language that in that city or county speaks English less than "very well," as specified, and except as provided.

Existing law requires every agenda for regular meetings to provide an opportunity for members of the public to directly address the legislative body on any item of interest of the public, as specified. Existing law specifies that the agenda is not required to provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, as specified, except if the item has been substantially changed since the committee heard the item, as determined by the legislative body.

This bill would add certain exceptions to the provision related to an item that has already been considered by a committee, including excepting committees whose primary subject matter jurisdiction focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals, except as specified.

(5) Existing law authorizes a legislative body of a local agency to require a copy of the act to be given to each member of the legislative body and specified persons elected to serve as a member of the legislative body, and authorizes an elected legislative body member to require a copy to be given to each member of each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body.

This bill would instead require a local agency to provide a copy of the act to any person elected or appointed to serve as a member of a legislative body of the local agency.

Existing law authorizes legislative bodies of local agencies to impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in the act, and authorizes an elected legislative body of a local agency to also impose those requirements on those appointed legislative bodies of the local agency of which all or a majority of the members are appointed by or under the authority of the elected legislative body.

This bill would remove the above-described requirement that members of an appointed legislative body of a local agency must be appointed by or under the authority of the elected legislative body of a local agency in order for the elected legislative body to impose the above-described requirements on the appointed legislative body.

(6) Existing law provides any person attending an open and public meeting of a legislative body of a local agency with the right to record the proceedings with an audio or visual recorder or a still or motion picture camera, as specified.

This bill would remove the reference to an audio or visual recorder or a still or motion picture camera for purposes of recording the proceedings, as described above.

(7) Existing law authorizes a legislative body of a local agency to use teleconferencing, as specified, and requires a legislative body of a local agency that elects to use teleconferencing to comply with specified general requirements, including that the local agency post agendas at all teleconference

locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified.

Existing law authorizes members who are outside the jurisdiction of a health authority, as defined, that conducts a teleconferencing meeting to, notwithstanding the above-described general teleconference provisions, count towards the establishment of a quorum when participating in the teleconference if, among other things, at least 50% of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction.

Existing law authorizes, in certain circumstances, the legislative body of a local agency to use specified alternative teleconferencing which include provisions related to, among others, notice of the means by which members of the public may access the meeting and offer public comment and identifying and including an opportunity for all persons to attend via a call-in option or an internet-based service option. Those circumstances in which the legislative body of a local agency is authorized to use the alternative teleconferencing provisions include specified circumstances relating to a state of emergency, as defined, and, until January 1, 2026, subject to specified limitations, a member's need to participate remotely due to just cause, defined to include, among other things, a need related to a physical or mental disability, or emergency circumstances, as defined, if certain quorum and disclosure requirements are met.

Existing law also authorizes certain eligible legislative bodies, including neighborhood councils and student body associations and student-run community college organizations to, until January 1, 2026, use alternate teleconferencing if, among other requirements, the city council or board of trustees, as applicable, has adopted an authorizing resolution and $\frac{2}{3}$ of the neighborhood city council or specified student organization, as applicable, votes to use alternate teleconference provisions, as specified.

This bill would revise and recast the above-specified teleconferencing and alternative teleconferencing provisions to uniformly apply certain noticing, disclosure, accessibility, and public commenting provisions. The bill would require a legislative body of a local agency that elects to use teleconferencing pursuant to these alternative teleconferencing provisions to comply with, in addition to any other applicable requirements under the act, specified requirements, including that the legislative body provides at least either 2-way audiovisual platform or 2-way telephonic service and a live webcasting of the meeting as a means by which the public may, among other things, remotely hear and visually observe the meeting, and that a member of the legislative body who participates in a teleconference meeting from a remote location pursuant to these alternative teleconferencing provisions and the specific provision of law that the member relied upon to permit their participation by teleconferencing are listed in the minutes of the meeting. The bill would require a local agency to identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

The bill would specify that nothing in the bill's provisions is to be construed to prohibit a member of a legislative body with a disability, as defined, from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law. The bill would apply certain provisions relative to, among other things, quorum establishment to that circumstance.

The bill would instead authorize a health authority, as defined, to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in a state of emergency, as defined. The bill would also include a local emergency, as defined, as a circumstance in which a legislative body of a local agency is authorized to use the alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in cases of a member's need to participate remotely due to just cause or emergency circumstances, as defined, to remove the provision applicable to emergency circumstances, to revise related definitions, including broadening the definition of just cause to include, among other things, a physical or family medical emergency that prevents a member from attending in person, and to require the minutes for a meeting to identify the specific provision of law that each member relied upon to participate remotely, as specified. The bill would extend the authorization to use the alternative teleconferencing provision until January 1, 2030.

The bill would revise and recast the alternative teleconferencing provisions applicable to neighborhood councils and student body associations and student-run community college organizations. In regards to the alternative teleconferencing provisions applicable to student body associations and student-run community college organizations, the bill would exempt the California Online Community College from specified requirements for an in-person quorum, a physical location for public participation, and certain accommodations under the authorization, and remove the ability for a person with a disability that requires certain accommodations to count towards the in-person quorum requirement. The bill would specify that the student body associations and student-run community college organizations described above are those in any community college recognized within the California Community Colleges system, and would extend the authorization to the Student Senate for California Community Colleges. The bill would extend the authorization to use the alternative teleconferencing provisions applicable to neighborhood councils and student body associations and student-run community college organizations until January 1, 2030.

The bill would, until January 1, 2030, also authorize a specified subsidiary body of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional requirements, including that the subsidiary body designates one physical meeting location within the boundaries of the legislative body that created the subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting, as specified.

The bill would, until January 1, 2030, also authorize specified multijurisdictional bodies of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional requirements, including that the eligible multijurisdictional body has adopted a resolution that authorizes the multijurisdictional body to use teleconferencing at a regular meeting in open session.

The bill would specify that these teleconferencing provisions are cumulative, and would authorize a legislative body to elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

Existing law defines "teleconference" for purposes of the authorization for a legislative body of a local agency to use teleconferencing to mean a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

This bill would specify that "teleconference" does not include the attendance of one or more members of a legislative body in a meeting of the body solely by watching or listening via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(8) Existing law authorizes a special meeting to be called any time by, among other persons, the presiding officer of the legislative body of a local agency, by delivering specified written notices and posting a notice on the local agency's internet website, if the local agency has one. Existing law requires specified legislative bodies to comply with the internet website posting requirement.

The bill would remove the requirement that only specified legislative bodies comply with the internet website posting requirement, thereby imposing that requirement on all legislative bodies.

(9) Existing law authorizes a legislative body of a local agency to hold an emergency meeting without complying with specified notice and posting requirements in the case of emergency circumstances, as specified, and imposes various requirements under these provisions applicable to either legislative bodies generally or legislative bodies which are a school board.

This bill would remove the school board distinction from the above-described provisions, thereby imposing the same requirements to hold an emergency meeting on all legislative bodies of local agencies.

By imposing additional duties on legislative bodies of local agencies, the bill would impose a state-mandated local program.

(10) Existing law authorizes, in addition to other related specified authorizations, the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting the meeting. Existing law defines "disrupting" for these purposes to mean engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, as specified.

This bill would specify that a meeting for purposes of that provision includes any teleconferenced meeting. The bill would specify that the existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, as specified, applies to members of the public participating in a meeting via a 2-way telephonic service or a 2-way audiovisual platform, as those terms are defined.

(11) The bill would make other updates to references in the act.

(12) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(13) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(14) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

(15) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54952.2 of the Government Code, as amended by Section 1 of Chapter 89 of the Statutes of 2020, is amended to read:

54952.2. (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) "Internet-based social media platform" means an online service that is open and accessible to the public.

(iii) "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

SEC. 2. Section 54952.2 of the Government Code, as added by Section 2 of Chapter 89 of the Statutes of 2020, is repealed.

SEC. 3. Section 54952.7 of the Government Code is amended to read:

54952.7. A local agency shall provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

SEC. 4. Section 54953 of the Government Code, as amended by Section 2 of Chapter 534 of the Statutes of 2023, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as expressly provided in this chapter.

(4) The teleconferencing requirements of this subdivision shall not apply to remote participation described in subdivision (c).

(c) (1) Nothing in this chapter shall be construed to prohibit a member of a legislative body with a disability from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law.

(2) A member of a legislative body participating in a meeting by remote participation pursuant to this subdivision shall do both of the following:

(A) The member shall participate through both audio and visual technology, except that any member with a disability, as defined in Section 12102 of Title 42 of the United States Code, may participate only through audio technology if a physical condition related to their disability results in a need to participate off camera.

(B) The member shall disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any of those individuals.

(3) Remote participation under this subdivision shall be treated as in-person attendance at the physical meeting location for all purposes, including any requirement that a quorum of the legislative body participate from any particular location. The provisions of subdivision (b) and Sections 54953.8 to 54953.8.7, inclusive, shall not apply to remote participation under this subdivision.

(d) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) (A) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of either of the following during the open meeting in which the final action is to be taken:

(i) A local agency executive, as defined in subdivision (d) of Section 3511.1.

(ii) A department head or other similar administrative officer of the local agency.

(B) This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(e) For purposes of this section, both of the following definitions apply:

(1) "Disability" means a physical disability or a mental disability as those terms are defined in Section 12926 and used in Section 12926.1, or a disability as defined in Section 12102 of Title 42 of the United States Code.

(2) (A) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(B) Notwithstanding subparagraph (A), "teleconference" does not include one or more members watching or listening to a meeting via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(3) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting.

SEC. 5. Section 54953.4 is added to the Government Code, to read:

54953.4. (a) The Legislature finds and declares that public access, including through translation of agendas as required by this section, is necessary for an informed populace. The Legislature encourages local agencies to adopt public access requirements that exceed the requirements of this chapter by translating additional languages, employing human translators, and conducting additional outreach.

(b) (1) In addition to any other applicable requirements of this chapter, a meeting held by a eligible legislative body pursuant to this chapter shall comply with both of the following requirements:

(A) (i) (I) (ia) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. If adequate telephonic or internet service is operational at the meeting location during only a portion of the meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

(ib) (Ia) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the eligible legislative body shall make to attempt to restore the service.

(Ib) If a disruption of telephonic or internet service that prevents members of the public from attending or observing the meeting via the two-way telephonic service or two-way audiovisual platform occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

(Ic) Upon reconvening the open session, if telephonic or internet service has not been restored, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been

made in accordance with the policy adopted pursuant to sub-sub-subclause (Ia) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

(II) Subclause (I) does not apply to a meeting that is held to do any of the following:

(ia) Attend a judicial or administrative proceeding to which the local agency is a party.

(ib) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

(ic) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(id) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(ie) Meet in an emergency situation pursuant to Section 54956.5.

(ii) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. If an eligible legislative body does not elect to provide a two-way audiovisual platform, the eligible legislative body shall provide a two-way telephonic service for the public to participate in the meeting, pursuant to subclause (I).

(B) (i) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

(2) (A) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

(i) Arranging space for one or more interpreters at the meeting location.

(ii) Allowing extra time during the meeting for interpretation to occur.

(iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

(B) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(C) The eligible legislative body is not responsible for the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision. An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision.

(3) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

(A) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform. Information about how to make a request using this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(B) (i) Create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the eligible legislative body.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(ii) The eligible legislative body shall include a link to the webpage required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(C) (i) Make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:

(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(ii) Legislative bodies shall have broad discretion in the choice of reasonable efforts they make under this subparagraph. No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group pursuant to this subparagraph.

(c) (1) (A) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(B) The accessible internet webpage provided under subparagraph (B) of paragraph (3) of subdivision (b) shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) A translation made using a digital translation service shall satisfy the requirements of paragraph (1).

(3) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in paragraph (1), and shall allow members of the public to post additional translations of the agenda in that location.

(4) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this subdivision. No action shall be commenced or maintained against an eligible legislative body arising from the content, accuracy, posting, or removal of any translation provided by the eligible legislative body or posted by any person pursuant to this subdivision.

(5) For the purposes of this section, the agenda does not include the entire agenda packet.

(d) This section shall not be construed to affect or supersede any other applicable civil rights, nondiscrimination, or public access laws.

(e) For purposes of this section, all of the following definitions apply:

(1) (A) "Applicable languages" means languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than "very well."

(B) For the purposes of subparagraph (A), the applicable population shall be determined as follows:

(i) For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.

(ii) For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:

(I) The population of the county with the greatest population within the boundaries of the special district.

(II) The population of the service area of the special district, if the special district has the data to determine what languages spoken by the population within its service area meet the requirements of paragraph (A).

(C) If more than three languages meet the criteria set forth in subparagraph (A), "applicable languages" shall mean the three languages described in subparagraph (A) that are spoken by the largest percentage of the population.

(D) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence, that the other source provides equally or more reliable data for the territory over which the eligible legislative body exercises jurisdiction.

(2) "Eligible legislative body" means any of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 600,000 or more.

(D) The board of directors of a special district that has an internet website and meets any of the following conditions:

(i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.

(ii) The special district has over 1,000 full-time equivalent employees.

(iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars (\$400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(f) This section shall become operative on July 1, 2026.

(g) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 6. Section 54953.5 of the Government Code is amended to read:

54953.5. (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

SEC. 7. Section 54953.7 of the Government Code is amended to read:

54953.7. Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

SEC. 8. Section 54953.8 is added to the Government Code, to read:

54953.8. (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

(b) A legislative body that holds a teleconference meeting pursuant to this section shall, in addition to any other applicable requirements of this chapter, comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconference meeting held pursuant to this section is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location pursuant to this section and the specific provision of law that the member relied upon to permit their participation by teleconferencing shall be listed in the minutes of the meeting.

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(c) A local agency shall identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(e) A member of a legislative body who participates in a teleconference meeting from a remote location pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

(f) The teleconferencing provisions described in Section 54953 and Sections 54953.8.1 to 54953.8.7, inclusive, are cumulative. A legislative body may elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

(g) For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(5) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

SEC. 9. Section 54953.8.1 is added to the Government Code, to read:

54953.8.1. (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.

(b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.

(c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

SEC. 10. Section 54953.8.2 is added to the Government Code, to read:

54953.8.2. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:

(1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:

(1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.

(2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.

(c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.

(e) For purposes of this section, the following definitions apply:

(1) "Local emergency" means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.

(2) "State of emergency" means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

SEC. 11. Section 54953.8.3 is added to the Government Code, to read:

54953.8.3. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:

(1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.

(2) The member shall participate through both audio and visual technology.

(3) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for just cause for more than the following number of meetings, as applicable:

(i) Two meetings per year, if the legislative body regularly meets once per month or less.

(ii) Five meetings per year, if the legislative body regularly meets twice per month.

(iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(B) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) The minutes for the meeting shall identify the specific provision in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

(c) For purposes of this section, "just cause" means any of the following:

(1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(2) A contagious illness that prevents a member from attending in person.

(3) A need related to a physical or mental condition that is not subject to subdivision (c) of Section 54953.

(4) Travel while on official business of the legislative body or another state or local agency.

(5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.

(6) A physical or family medical emergency that prevents a member from attending in person.

(7) Military service obligations that result in a member being unable to attend in person because they are serving under official written orders for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the member to be at least 50 miles outside the boundaries of the local agency.

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 12. Section 54953.8.4 is added to the Government Code, to read:

54953.8.4. (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:

(1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.

(B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority

of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.

(2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:

(A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.

(B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.

(3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.

(4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.

(b) For purposes of this section, the following definitions apply:

(1) "Accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(2) "Eligible neighborhood council" means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 13. Section 54953.8.5 is added to the Government Code, to read:

54953.8.5. (a) An eligible community college student organization may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) Except as specified in clause (ii), at least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) The requirements described in clause (i) shall not apply to the California Online Community College.

(iii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person is under 18 years of age.

(II) The person is incarcerated.

(III) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(IV) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, "child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) (i) Except as specified in subparagraph (B), if the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(ii) Except as specified in subparagraph (B), if the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, "accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying

locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(B) The requirements described in subparagraph (A) shall not apply to the California Online Community College.

(b) For purposes of this section, "eligible community college student organization" means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter, that is in any community college recognized within the California Community Colleges system and includes the Student Senate for California Community Colleges.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 14. Section 54953.8.6 is added to the Government Code, to read:

54953.8.6. (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible subsidiary body shall designate one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible subsidiary body shall be present at the physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at the physical meeting location, but need not post the agenda at a remote location.

(2) (A) A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member has a physical or mental condition not subject to subdivision (c) of Section 54953 that results in a need to participate off camera.

(B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically infeasible, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video.

(C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance prior to turning off their camera.

(3) An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.

(4) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every six months thereafter:

(i) The legislative body has considered the circumstances of the eligible subsidiary body.

(ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body, and the public has been made aware of the type of remote participation, including audio-visual or telephonic, that will be made available at a regularly scheduled meeting and has been provided the opportunity to comment at an in-

person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.

(iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.

(B) (i) An eligible subsidiary body authorized to use teleconferencing pursuant to this section may request to present any recommendations it develops to the legislative body that created it.

(ii) Upon receiving a request described in clause (i), the legislative body that created the subsidiary body shall hold a discussion at a regular meeting held within 60 days after the legislative body receives the request, or if the legislative body does not have another regular meeting scheduled within 60 days after the legislative body receives the request, at the next regular meeting after the request is received.

(iii) The discussion required by clause (ii) shall not be placed on a consent calendar, but may be combined with the legislative body's subsequent consideration of the findings described in subparagraph (A) for the following 12 months.

(iv) The legislative body shall not take any action on any recommendations included in the report of a subsidiary body until the next regular meeting of the legislative body following the discussion described in clause (ii).

(C) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.

(D) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant to this section at any time.

(b) (1) For purposes of this section, "eligible subsidiary body" means a legislative body that meets all of the following:

(A) Is described in subdivision (b) of Section 54952.

(B) Serves exclusively in an advisory capacity.

(C) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.

(D) Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.

(2) An eligible subsidiary body may include members who are elected officials, members who are not elected officials, or any combination thereof.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 15. Section 54953.8.7 is added to the Government Code, to read:

54953.8.7. (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in

open session.

(2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, "compensation" does not include reimbursement for actual and necessary expenses.

(4) A member of the eligible multijurisdictional body may participate from a remote location provided that:

(A) The eligible multijurisdictional body identifies each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(B) The member shall participate through both audio and visual technology.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles each way from any physical location of the meeting described in paragraph (2).

(6) The provisions of this section shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for more than the following number of meetings, as applicable:

(A) Two meetings per year, if the legislative body regularly meets once per month or less.

(B) Five meetings per year, if the legislative body regularly meets twice per month.

(C) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(D) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) For the purposes of this section, both of the following definitions apply:

(1) "Eligible multijurisdictional body" means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter.

(2) "Multijurisdictional" means either of the following:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 16. Section 54954.2 of the Government Code, as amended by Section 92 of Chapter 131 of the Statutes of 2023, is amended to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

(A) The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political

subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(E) For purposes of this paragraph, both of the following definitions apply:

(1) "Integrated agenda management platform" means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(2) "Legislative body" means a legislative body that meets the definition of subdivision (a) of Section 54952.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

SEC. 17. Section 54954.3 of the Government Code is amended to read:

54954.3. (a) (1) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

(2) (A) Notwithstanding paragraph (1), the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item.

(B) Subparagraph (A) shall not apply if any of the following conditions are met:

(i) The item has been substantially changed since the committee heard the item, as determined by the legislative body.

(ii) When considering the item, a quorum of the committee members did not participate from a singular physical location, that was clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction.

(iii) The committee has primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals. This clause shall not apply to an item if the local agency has adopted a law applicable to the meeting of the committee at which the item that was considered prohibits the committee from placing a limit on the total amount of time for public comment on the item.

(3) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.

(3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public testimony simultaneously.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body.

Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

SEC. 18. Section 54956 of the Government Code is amended to read:

54956. (a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telephone or electronic mail. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

(2) The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.

SEC. 19. Section 54956.5 of the Government Code is amended to read:

54956.5. (a) For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be

deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted. In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

SEC. 20. Section 54957.6 of the Government Code is amended to read:

54957.6. (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

(1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

(2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

(3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

(4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

(5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.

(6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

SEC. 21. Section 54957.9 of the Government Code is amended to read:

54957.9. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

SEC. 22. Section 54957.95 of the Government Code is amended to read:

54957.95. (a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

SEC. 23. Section 54957.96 is added to the Government Code, to read:

54957.96. (a) The existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including existing limitations upon that authority, shall apply to members of the public participating in a meeting via a two-way telephonic service or a two-way audiovisual platform.

(b) For purposes of this section, the following definitions apply:

(1) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(2) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

SEC. 24. The Legislature finds and declares that Section 4 of this act, which amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 19 of this act, which amends Section 54956.5 of, Section 22 of this act, which amends Section 54957.95 of, and Section 23 of this act, which adds Section 54957.96 to, the Government Code, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

SEC. 25. The Legislature finds and declares that Sections 1 and 2 of this act, which amend and repeal Section 54952.2, respectively, of, Section 3 of this act, which amends Section 54952.7 of, Section 4 of this act, which amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Section 6 of this act, which amends Section 54953.5 of, Section 7 of this act, which amends Section 54953.7 of, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 16 of this act, which amends Section 54954.2 of, Section 17 of this act, which amends Section 54954.3 of, Section 18 of this act, which amends Section 54956 of, Section 19 of this act, which amends Section 54956.5 of, Section 20 of this act, which amends Section 54957.6 of, Section 21 of this act, which amends Section 54957.9 of, Section 22 of this act, which amends Section 54957.95 of, and Section 23 of this act, which adds Section 54957.96 to, the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

SEC. 26. The Legislature finds and declares that adequate public access to meetings is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this bill would apply to all cities, including charter cities.

SEC. 27. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.