City of Rolling Hills INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
FAX (310) 377-7288

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, November 08, 2021** | **7:00 PM**

All Councilmembers will participate in-person wearing masks per Los Angeles County Health Department's Health Officer Order effective Saturday, July 17, 2021. The meeting agenda is available on the City's website. The City Council meeting will be live-streamed on the City's website. Both the agenda and the live-streamed video can be found here: https://www.rolling-hills.org/government/agenda/index.php

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

Recordings to City Council meetings can be found here:
https://cms5.revize.com/revize/rollinghillsca/government/agenda/index.php

Next Resolution No. 1287 *Next Ordinance No. 372*

1. **CALL TO ORDER**

2. **ROLL CALL**

PLEDGE OF ALLEGIANCE

3. **OPEN AGENDA - PUBLIC COMMENT WELCOME**
*This is the appropriate time for members of the public to make comments regarding the items on the consent calendar or items **not** listed on this agenda. Pursuant to the Brown Act, no action will take place on any items not on the agenda.*

4. **CONSENT CALENDAR**
Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

4.A. REGULAR MEETING MINUTES OF OCTOBER 25, 2021.
RECOMMENDATION: Approve as presented.
10.25.2021_CCMinutes_P.docx

4.B. PAYMENT OF BILLS.
RECOMMENDATION: Approve as presented.
PaymentofBills.pdf

4.C. APPROVE AMENDED AGREEMENT WITH ALAN PALERMO CONSULTING TO EXTEND PROJECT MANAGEMENT SERVICES TO JUNE 30, 2022.
RECOMMENDATION: Approve amended agreement and direct the City Manager to execute the amended agreement.
Second Amendment to Professional Services Agreement - Project Manager Alan Palermo-UNSIGNED.DOC
Alan Palermo Agreement - Signed_July_2019.pdf
Alan Palermo Service Agreement FINAL 2020.28.09.pdf

4.D. APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH WORLDWISE PRODUCTIONS FOR EDUCATIONAL VIDEOS ON MANAGING VEGETATION IN THE CANYONS FOR AN AMOUNT NOT-TO-EXCEED $24,950.
RECOMMENDATION: Approve a professional service agreement with Worldwise Productions and direct the City Manager to execute the agreement.
Canyon Management Videos Proposal.PDF
PSA with Worldwise for Canyon Management Video.DOCX

4.E. APPROVE MINOR CORRECTIONS AND ADDITION TO THE EMPLOYEE HANDBOOK AND PERSONNEL POLICY MANUAL.
RECOMMENDATION: Approve as presented.
Rolling Hills Employee Handbook- FINAL 11.1.2021 FOR 11.08.2021 Approval.PDF

4.F. APPROVE SUBMITTAL OF THE ENDANGERED SPECIES ACT (ESA) COMPLIANCE MEMORANDUM AND CONSENT TO THE POST CONSTRUCTION REPORTING AS REQUIRED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE EASTFIELD DRIVE ELECTRIC UTILITY UNDERGROUNDING GRANT PROJECT NUMBER 4382-177-07.
RECOMMENDATION: Approve as presented.
Eastfield Drive Electrical Utility Undergrounding.pdf
ESA Compliance Package Transmittal Letter_Rolling Hills 4382-177-07.pdf
4382-177-07_RollingHills_ESAReviewForm_ForSignature.pdf
Copy of FEMA_Post-construction_Notification_Reporting_Form-1.pdf
Final USFWS-Carlsbad PBO to FEMA (05.31.2019).pdf

4.G. APPROVE THE PROPOSAL FROM LANCE, SOLL & LUNGHARD, LLP (LSL) TO PERFORM ANNUAL AUDIT FOR FISCAL YEAR 2020-2021 FOR AN AMOUNT NOT TO EXCEED $17,623 AND DIRECT THE CITY ATTORNEY TO PREPARE AN AMENDED AGREEMENT WITH LSL.
RECOMMENDATION: Approve as presented.
Rolling Hills 1 year extension FY 2021.pdf
Audit LSL fullyExecuted2016-2019.pdf

5. COMMISSION ITEMS

6. PUBLIC HEARINGS

7. OLD BUSINESS

7.A. REVIEW AND DISCUSS DRAFT CITY ORDINANCE TO COMPLY WITH SENATE BILL (SB) 9, INCREASE DENSITY IN SINGLE FAMILY ZONE.
RECOMMENDATION: Review draft and provide direction to staff.
Senate_Bill_9.PDF
Draft_Ordinance_Implementing_SB_9-c1-SUPPLEMENTAL.pdf

8. NEW BUSINESS

8.A. CONSIDER PROPOSAL FROM THE TENNIS CLUB TO EXPAND COURT 1 FOR ADDITIONAL PICKLE BALL COURTS.
RECOMMENDATION: Review, consider and provide direction to staff.
2 Portuguese Bend Rd - Google Maps.pdf
L-1 051917.pdf
Screen-Shot-2018-09-10-at-12.12.29-PM.png

8.B. DISCUSS THE FORMAT OF THE CITY COUNCIL MEETING MINUTES AND PROVIDE DIRECTION TO STAFF.
RECOMMENDATION: Discuss and provide direction to staff.

8.C. CONSIDER HOLDING CITY COUNCIL 2022 STRATEGIC PLANNING WORKSHOP ON SATURDAY,Â JANUARY 22, 2021 AND APPROVE DRAFT AGENDA.
RECOMMENDATION: Approve as presented.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

9.A. CITY COUNCIL PERSONNEL COMMITTEE REPORT ON THE NOVEMBER 8, 2021 COMMITTEE MEETING.
RECOMMENDATION: Receive and file a report by the Personnel Committee on the November 8, 2021 meeting.

10. MATTERS FROM STAFF

11. CLOSED SESSION

11.A. EMPLOYEE PERFORMANCE EVALUATION Â GOVERNMENT CODE SECTION 54957, TITLE CITY MANAGER.
RECOMMENDATION: Review annual performance evaluation for City Manager.

12. ADJOURNMENT
Next regular meeting: Monday, November 22, 2021 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

Public Comment is welcome on any item prior to City Council action on the item.

Documents pertaining to an agenda item received after the posting of the agenda are available for review in the City Clerk's office or at the meeting at which the item will be considered.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting due to your disability, please contact the City Clerk at (310) 377-1521 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility and accommodation for your review of this agenda and attendance at this meeting.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A
Mtg. Date: 11/08/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REGULAR MEETING MINUTES OF OCTOBER 25, 2021.

DATE: November 08, 2021

BACKGROUND:
Approve as presented.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
10.25.2021_CCMinutes_P.docx

MINUTES OF A
REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, OCTOBER 25, 2021

1. CALL TO ORDER

The City Council of the City of Rolling Hills met in person on the above date at 7:02 p.m.

Mayor Bea Dieringer presiding.

2. ROLL CALL

Present:	Mayor Dieringer, Black, Pieper, Mirsch, and Wilson
Absent:	None.
Staff Present:	Elaine Jeng, City Manager
	Ashford Ball, Senior Management Analyst
	Stephanie Grant, Code Enforcement Officer/Assistant Planner
	Jane Abzug, City Attorney
Resident	Leslie Stetson, 71 Saddleback Road
	Gene Honbo, 33 Portuguese Bend Road

PLEDGE OF ALLEGIANCE BY MAYOR DIERINGER.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Resident Leslie Stetson, 71 Saddleback Road, raised her concerns regarding coyote trapping and the need to educate the residents on coyotes.

4. CONSENT CALENDAR

A. REGULAR MEETING MINUTES OF OCTOBER 11, 2021.

The City Council agreed to discuss the format of the meeting minutes at the next City Council meeting.

MOTION: Councilmember Pieper motioned to approve the minutes as amended by Mayor Dieringer and Mayor Dieringer seconded the motion.

AYES:	COUNCILMEMBERS:	Mayor Dieringer.
NOES:	COUNCILMEMBERS:	Black, Mirsch, Pieper, and Wilson.

ABSENT:	COUNCILMEMBERS:	None.
ABSTAIN:	COUNCILMEMBERS:	None.

SECOND MOTION: Councilmember Pieper motion to approve the minutes as presented with the grammatical corrections and Councilmember Wilson seconded the motion.

AYES:	COUNCILMEMBERS:	Mirsch, Pieper and Wilson.
NOES:	COUNCILMEMBERS:	Mayor Dieringer, and Black.
ABSENT:	COUNCILMEMBERS:	None.
ABSTAIN:	COUNCILMEMBERS:	None.

B. PAYMENT OF BILLS.

C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR SEPTEMBER 2021.

D. APPROVE SOUTH BAY CHAMBER MUSIC SOCIETY'S REQUEST FOR AN ADDITIONAL $600 CONTRIBUTION FOR FISCAL YEAR 2021-2022.

MOTION: Councilmember Pieper motioned to approve consent items 4B, 4C and 4D as presented, and Mayor Pro Tem Black seconded the motion.

AYES:	COUNCILMEMBERS:	Mayor Dieringer, Black, Pieper, Mirsch, and Wilson.
NOES:	COUNCILMEMBERS:	None.
ABSENT:	COUNCILMEMBERS:	None.
ABSTAIN:	COUNCILMEMBERS:	None.

5. <u>COMMISSION ITEMS</u>

ZONING CASE NO. 21-07: REQUEST FOR APPROVALS FOR: 1) VARIANCES FOR THE PROPOSED NEW RETAINING WALLS TO ENCROACH INTO THE REQUIRED SETBACKS; 2) VARIANCE TO EXCEED THE MAXIMUM 35% LOT COVERAGE; 3) SITE PLAN REVIEW FOR GRADING; AND 4) SITE PLAN REVIEW FOR THE RETAINING WALLS TO EXCEED MAXIMUM 3 FT. HEIGHT LOCATED AT 1 QUAIL RIDGE ROAD SOUTH, ROLLING HILLS, CA 90274 (LOT 1-B-CH), (ABRACOSA).

Councilmember Mirsch recused herself from the City Council Chamber at 7:23 PM.

MOTION: Mayor Pro Tem Black motioned to move to take jurisdiction of the project. The motion did not receive a second. Councilmember Pieper motioned to receive and file the item and Councilmember Wilson seconded the motion.

AYES:	COUNCILMEMBERS:	Mayor Dieringer, Pieper, and Wilson.
NOES:	COUNCILMEMBERS:	Black.
ABSENT:	COUNCILMEMBERS:	None.
ABSTAIN:	COUNCILMEMBERS:	None.

Councilmember Mirsch returned to the City Council Chamber at 7:40 PM.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

A. SELECT A LAYOUT OPTION FOR THE CITY HALL ADA IMPROVEMENTS AND DIRECT STAFF TO COMPLETE THE PREPARATION OF PROJECT CONSTRUCTION DOCUMENTS.

MOTION: Councilmember Mirsch motioned to hold deliberation on this item and place a hold on all capital improvement projects with the exception of the first and second phases of the generator removal and replacement project, until the City Council discusses priorities at the 2022 Strategic Planning Workshop. Mayor Pro Tem Black seconded the motion.

AYES:	COUNCILMEMBERS:	Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
NOES:	COUNCILMEMBERS:	None.
ABSENT:	COUNCILMEMBERS:	None.
ABSTAIN:	COUNCILMEMBERS:	None.

8. NEW BUSINESS

A. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WORLDWISE PRODUCTION LLC TO PRODUCE CANYON MANAGEMENT EDUCATIONAL VIDEOS.

Resident Gene Honbo presented the storyboard for the proposed videos and informed the Council that seven videos are planned as a part of Worldwise proposal.

MOTION: Mayor Pro Tem Black motioned to approve Worldwise Production LLC to produce educational videos at cost not to exceed $25,000 and Councilmember Mirsch seconded the motion.

AYES:	COUNCILMEMBERS:	Mayor Dieringer, Black, Pieper, Mirsch, and Wilson.
NOES:	COUNCILMEMBERS:	None.
ABSENT:	COUNCILMEMBERS:	None.
ABSTAIN:	COUNCILMEMBERS:	None.

B. CONSIDER ENGAGING THINK MARKETING AGENCY TO PROVIDE OUTREACH AND MARKETING SUPPORT THE EDUCATIONAL INITIATIVES OF THE BLOCK CAPTAIN PROGRAM.

MOTION: Councilmember Pieper motioned to table this item and Mayor Dieringer seconded the motion.

AYES:	COUNCILMEMBERS:	Mayor Dieringer, Black, Pieper, Mirsch, and Wilson.
NOES:	COUNCILMEMBERS:	None.
ABSENT:	COUNCILMEMBERS:	None.
ABSTAIN:	COUNCILMEMBERS:	None.

C. APPROVE THE PROPOSAL FROM ALAN PALERMO CONSULTING TO PROVIDE PROJECT MANAGEMENT SERVICES FOR CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEAR 2021-2022.

MOTION: Councilmember Pieper motioned to extend the contract to June 30, 2022 and Councilmember Wilson seconded the motion.

AYES:	COUNCILMEMBERS:	Mayor Dieringer, Black, Pieper, Wilson, and Mirsch.
NOES:	COUNCILMEMBERS:	None.
ABSENT:	COUNCILMEMBERS:	None.
ABSTAIN:	COUNCILMEMBERS:	None.

9. <u>MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS</u>

A. SPECIAL STUDIES RELATING TO SB 9. (MAYOR BEA DIERINGER)

Mayor Pro Tem Black left the meeting at 10:00 PM citing early surgery the next day.

Councilmember Wilson read an email from a resident to Kristen Raig regarding Storm drains and his property.

10. <u>MATTERS FROM STAFF</u>

A. DRAFT OF CITY ORDINANCE IMPLEMENTING SENATE BILL (SB) 9.

The City Council directed staff to bring back this item at next meeting to allow the Council time to review the draft.

11. CLOSED SESSION

A. EMPLOYEE PERFORMANCE EVALUATION GOVERNMENT CODE SECTION 54957, TITLE CITY MANAGER.

The City Council directed staff to bring back this item at the next meeting so that Mayor Pro Tem Black can participate.

12. ADJOURNMENT

Hearing no further business before the City Council, the meeting was adjourned at 10:24 p.m. The next regular meeting of the City Council is scheduled to be held on Monday, November 08, 2021 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

Respectfully submitted,

Elaine Jeng, P.E.
Acting City Clerk

Approved,

Bea Dieringer
Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.B
Mtg. Date: 11/08/2021

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT**
THRU:	**ELAINE JENG P.E., CITY MANAGER**
SUBJECT:	**PAYMENT OF BILLS.**
DATE:	**November 08, 2021**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PaymentofBills.pdf

The City of Rolling Hills
Check/Voucher Register - Council Report - created by DB
From 10/27/2021 Through 11/1/2021

City of Rolling Hills

10/27/2021 check Run A 11/03/2121 Check Run B

Check Number	Effective Date	Payee	Transaction Description	Check Amount
27246	10/27/2021	Abila	1-User Abila Cloud Bundle	192.94
27247	10/27/2021	Brian Williams Construction Inc	C&D Reimbursement- 8 Pack Saddle Road- Permit#1277	1,000.00
27248	10/27/2021	Cell Business Equipment	Office Supplies - Red Post Ink Cartridge	27.00
27249	10/27/2021	Complete Fire Service Inc.	2021 Annual Service - Fire Extinguishers	59.90
27250	10/27/2021	ICMA	ICMA Membership Renewal - City Manager	1,400.00
27251	10/27/2021	County of Los Angeles	September 2021 Animal care Housing Costs	338.72
27252	10/27/2021	LA County Sheriff's Department	September 2, 2021 Special Events	382.11
27253	10/27/2021	Los Angeles Times	LA Times Digital	8.44
27254	10/27/2021	McGowan Consulting	September 2021 Consulting Services-Municipal Stormwater	9,512.70
27255	10/27/2021	Rogers, Anderson, Malody & Scott, LLP	August 2021 Monthly Accounting Services	7,758.00
27256	10/27/2021	City of Rancho Palos Verdes	7% Monthly ALPR Camera Cnctvty - August-September 2021	135.92
27257	10/27/2021	Warriner Associates	July-Oct 2021 Site Visits, 38 Crest Rd & Caballeros	1,000.00
27258	10/27/2021	Willdan Inc.	September 2021 TE Services	1,636.00
27259	11/1/2021	Delta Dental	November 2021 Dental Insurance	538.94
27260	11/1/2021	Standard Insurance Company	November 2021 Life Insurance	198.60
27261	11/1/2021	Vision Service Plan - (CA)	November 2021 Vision Insurance	108.85
27262	11/3/2021	Executive Suite Services	October Monthly Janitorial Services	1,700.00
27263	11/3/2021	File Keepers LLC	Document Scanning	2,405.68
27264	11/3/2021	Worldwise Productions	Rolling Hills Canyon Management Videos - Retainer	12,475.00
PR Link	11/3/2021	Payroll Link - Payroll and PR Taxes	Payroll Processing Fees 10/19/21 to 11/3/2021	50.09
PR Link	11/3/2021	Payroll Link - Payroll and PR Taxes	Pay Period 10/19/21 to 11/3/21	15,536.65
			Report Total	56,465.54
				40,878.80

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of $56,465.54 for the payment of above items.

11/04/2021

Elaine Jeng, P.E., City Manager

City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.C
Mtg. Date: 11/08/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ASHFORD BALL, SENIOR MANAGEMENT ANALYST

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE AMENDED AGREEMENT WITH ALAN PALERMO CONSULTING TO EXTEND PROJECT MANAGEMENT SERVICES TO JUNE 30, 2022.

DATE: November 08, 2021

BACKGROUND:
In July 2019, the City Council engaged the services of Alan Palermo Consulting (APC) to manage capital improvement projects for Fiscal Year 2019-2020 for four projects. In September 2020, the City Council amended APC's contract to include additional projects. APC's project management contract expired on September 1, 2021. The remaining budget on the contract is $29,360 as of September 30, 2021.

DISCUSSION:
At the October 25, 2021 meeting, the City Council decided to extend APC's contract to end of the fiscal year June 30, 2022 using existing remaining funds to provide City staff assistance with capital improvement projects. The City Council expects to hold a strategic planning workshop in January 2022 to prioritize capital improvement projects. The City Council may revisit APC's contract to review the list of projects managed by APC after the anticipated January 2022 City Council strategic workshop.

FISCAL IMPACT:
The remaining budget of $29,360 on the contract will be funded from the Administration Department contractual services.

RECOMMENDATION:
Approve amended agreement and direct the City Manager to execute the amended agreement.

ATTACHMENTS:
Second Amendment to Professional Services Agreement - Project Manager Alan Palermo-UNSIGNED.DOC
Alan Palermo Agreement - Signed_July_2019.pdf
Alan Palermo Service Agreement FINAL 2020.28.09.pdf

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 1st day of November 2021 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

R E C I T A L S

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. On September 14, 2020, City and Consultant amended the Agreement for the first time to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment") (the "First Amendment");

C. City and Consultant now desire to amend the Agreement for the second time to extend the term of the agreement to June 30, 2022 (the "Second Amendment").

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

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

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

1. Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. **TERM OF CONTRACT**

This Agreement shall be valid until June 30, 2022 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date and year first above written, and it is effective as of August 31, 2021.

CITY OF ROLLING HILLS	**ALAN PALERMO CONSULTING**
_________________________	_________________________
ELAINE JENG, City Manager	ALAN PALERMO
DATE:___________	DATE:_____________

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
MICHAEL JENKINS
CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July 2019 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

1. RECITALS:

A. The CITY desires to retain CONSULTANT to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program; and

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

C. The 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 set forth in Exhibit A, which is attached to this Agreement and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit B, which is attached to this Agreement and incorporated herein by reference.

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B an amount not to exceed $53,120.00. This fee includes all expenses, travel and mileage, and attendance at meetings. CITY shall pay the cost of any applicable reimbursable expenses. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling Hills, CA 90274 before the end of each month on a monthly basis. CITY shall remit payment for all work performed to City's reasonable satisfaction within thirty (30) days of receiving this invoice.

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this Agreement within twenty-four (24) hours upon receipt of a notice to proceed from the CITY.

7. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred. Records and documents shall be kept available at the CONSULTANT's Los Angeles, California office, located at 455 30th Street, Hermosa Beach, California 90254, during the Agreement period and thereafter for five years from the date of final payment.

8. OWNERSHIP OF DATA

All data, maps, photographs, and other material collected or prepared under the Agreement shall become the property of the CITY. CITY's reuse of such materials for a purpose other than the project which is the subject of this Agreement shall be at CITY's sole risk.

9. TERM OF CONTRACT

This Agreement shall be valid until August 1, 2020 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

10. TERMINATION

This Agreement may be terminated by either party at any time for material breach. The CITY may also terminate unilaterally this Agreement without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed to the reasonable satisfaction of City pursuant to the Agreement and prior to the date of termination may be claimed for reimbursement.

11. ASSIGNABILITY

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

12. AMENDMENT

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

13. 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, to obtain any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. INDEMNITY

A. CITY shall indemnify and save harmless CONSULTANT, its officers, employees, and agents from all claims, damages, suits, costs, or actions of every name, kind, or description arising from performance of this Agreement that resulted from the fault or negligence of the CITY, its officers, employees, or agents in connection with this Agreement.

B. CONSULTANT shall indemnify and save harmless CITY, its officers, employees, and agents from all claims, damages, suits, costs, or actions of every name, kind, or description arising from performance of this Agreement that resulted from the fault or negligence of the CONSULTANT, its officers, employees, or agents in connection with this Agreement.

C. Survival. The obligations established by this paragraph will survive termination of this Agreement.

15. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 14 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of $300,000 for property damage, $300,000 for injury to one person/single occurrence, and $300,000 for injury to more than one person/single occurrence. If CONSULTANT or CONSULTANT's employees will use personal automobiles in any way on this project, CONSULTANT shall obtain evidence of personal automobile liability coverage for each such person.

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

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. In addition, if CONSULTANT obtains CITY's written consent to employ a subcontractor, CONSULTANT shall also require any and every subcontractor to similarly maintain Worker's Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for CITY.

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."

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

C. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-: VII. Each general liability and automobile liability insurance policy shall be endorsed with the language of Sections (i) – (vi) below. CONSULTANT also agrees to require all consultants and subconsultants to do likewise.

(i) Additional Insured Clause. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

(ii) Primary Insurance Clause. This policy shall be considered primary insurance as respect to the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute to this policy.

(iii) Separation of Insured Clause. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(iv) Failure to Report to Insurer. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

(v) Waiver of Right to Subrogation Clause. CONSULTANT, and its insurer through endorsement, waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to have all subcontractors and subcontractors' insurers through endorsement, to do likewise.

(vi) Notice of Change in Insurance. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

D. Notice to CITY. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. CONSULTANT also agrees to provide immediate written notice to CITY if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. CONSULTANT agrees to have all subconsultants to do likewise.

E. Claims-made policies. Should any of the required insurance be provided under a claims-made form, CONSULTANT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Defense costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

G. Acknowledgment of the Minimum Amount of Coverage. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the CITY.

H. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT's behalf upon the CONSULTANT's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

I. Certificates of Insurance. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONSULTANT shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

J. Failure to Procure Insurance. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of this Agreement under which the CITY may terminate this Agreement.

16. NOTICE All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

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

Attention: City Manager, Elaine Jeng, PE

CONSULTANT:
Alan Palermo Consulting
455 30th Street
Hermosa Beach, California 90254
Attention: Alan Palermo

17. 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.

18. 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.

19. INDEPENDENT CONSULTANT

The CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, 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.

20. ENTIRE AGREEMENT OF THE PARTIES

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

21. 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.

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

CITY OF ROLLING HILLS	ALAN PALERMO CONSULTING
ELAINE JENG, City Manager	ALAN PALERMO
DATE: 7/18/19	DATE: 7/18/19

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
Scope of Services

1. **Project/Construction Management of the Bid and Construction of Tennis Court Improvements (ADA and Aesthetic):** Coordinate with City and Rolling Hills Community Association (RHCA) to identify the aesthetic improvements to the area outside the tennis courts that will be included with the tennis court design plan improvements in the notice inviting bid to procure a contractor for the proposed improvements. Once the scope of the construction work is confirmed, coordinate with the City and oversee the construction bid advertising for the proposed improvements. Upon selection of the contractor, provide construction management services through completion and acceptance of the tennis court improvements by the City and the RHCA.

2. **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:** Upon approval of the City's ADA transition plan (expected July 2019), prepare a phasing plan with estimated costs to implement the recommended ADA improvements over a three-year period. Upon the City's acceptance of this three-year phasing plan, prepare a Request for Proposal (RFP) for the design of the first phase of the City Hall ADA improvements with the objective that the design costs shall remain within the allocated budget of $30,000. After the RFP is released, assist is the evaluation of proposals received and management of the selected design firm to facilitate the construction documents for approval.

3. **Project Management for Sewer Feasibility Study Phase II:** Receive and review the contract and scope of work for Willdan Engineering to become familiar with the contractual requirements and schedule for the Sewer Feasibility Study Phase II. Provide project management services in overseeing and providing direction to Willdan Engineering and coordinating with City staff to obtain the required information necessary for completion of the 30% design for this Sewer Feasibility

Study. Establish and manage milestones for the process to ensure the project remains on schedule and within the allocated budget.

4. Project Management for the Annual signage and Striping: FY 2019/2020:

Obtain all available information from previous field observations, reports from residents, and RHCA's roadway rehab plan and conduct follow up field observations based on the information obtained and reviewed. Upon review of all information and follow up field observations, provide recommendations to the City for roadways that need rehabilitation. Once direction is received from the City on the roadways that will receive rehabilitation, prepare the construction bid documents (assumption, using front end specifications provided by the City) and coordinate with the City and oversee the construction bid advertising for the proposed roadway rehabilitation. Upon selection of the contractor, provide construction management services through completion and acceptance of the roadway rehabilitation improvements by the City.

EXHIBIT B
Deliverables

Project	Tennis Court Improvements	City Hall ADA Improvements	Sewer Feasibility Study Proj. Mg'mt	Annual Signage/Striping FY 2019/2010	Total Hours	Total Fee
Task						
Task 1: Point of Contact with City/Proj. Mg'mt	12	20	32	12	76	$ 12,160
Task 2: RFP Preparation		16			16	$ 2,560
Task 3: Construction Bid Document Preparation / Const. Mg'mt	48			48	96	$ 15,360
Task 4: Coordination with all stakeholders/interested parties	16	12	16	16	60	$ 9,600
Task 5: Project Documentation	8	8	8	8	32	$ 5,120
Task 6: Monthly Status Meetings/Conf. Calls w/ City	13	13	13	13	52	$ 8,320
Total Hours	97	69	69	97	332	
Total Fee	$ 15,520	$ 11,040	$ 11,040	$ 15,520		$ 53,120

SCHEDULE OF BILLING RATES
Effective July 1, 2019

Principal/Owner $160.00/Hour

TENNIS COURTS IMPROVEMENTS

Milestone	Completion Date	Responsible Party
Plans, Specs and Cost Estimate	October 31, 2019	Association/City
Council Approval of PSE and authorize advertisement of construction bid	November 11, 2019	Alan Palermo Consulting (APC)
Open bids	January 6, 2020	APC
Award of bids	January 27, 2020	APC
Begin construction	March 2, 2020	APC oversight
Complete construction	June 30, 2020	APC oversight
Project acceptance	July 27, 2020	APC

TENNIS COURT LIGHTING UPGRADE

Milestone	Completion Date	Responsible Party
Lighting study/bids clarification	July 22 – August 2, 2019	APC
Vendor selection	August 26, 2019	APC

Noticing to tennis clubs, neighbors	September 2 – October 31, 2019	APC
Close tennis courts/begin installation	November 4, 2019	APC oversight
Complete installation	December 2, 2019	APC oversight
"After" lighting study	December 2 – December 12, 2019	APC oversight
Comparison before/after lighting study, report out to Council	January 13, 2020	APC
Project acceptance	January 13, 2020	APC

CITY HALL AMERICAN WITH DISABILITY ACT (ADA) IMPROVEMENTS

Milestone	Completion Date	Responsible Party
Review ADA transition plan relating to City Hall improvements	July 22 – August 30, 2019	APC
Release Request for Proposal for architect/designer	September 23, 2019	APC
Consultant selection, City Council to approve PSA	November 9, 2019	APC
Begin design	December 2, 2019	APC oversight
Complete design	June 1, 2020	APC oversight
City Council approve PS&E and advertise for construction	June 22, 2020	APC

PHASE II OF THE PORTUGUESE BEND ROAD SEWER MAIN FEASIBILITY STUDY

Milestone	Completion Date	Responsible Party
Notice to Proceed to Willdan	July 22, 2019	APC
Willdan complete study	December 16, 2019	APC oversight
Present study results to City Council, discuss next steps	January 13, 2019	Willdan/APC

ANNUAL ROADWAY SIGNING AND STRIPING

Milestone	Completion Date	Responsible Party
Review and gather scope of work	July 22 – September 2, 2019	APC
Complete bid package	October 31, 2019	APC
Traffic Commission	December 5, 2019	APC
City Council to approve scope of work and advertise for construction	January 13, 2020	APC

bids		
Open bids	February 19, 2020	APC
Award of bids	March 9, 2020	APC
Begin Construction	April 6, 2020	APC oversight
Complete Construction	June 1, 2020	APC oversight
Project Acceptance	June 22, 2020	APC

EXHIBIT C

Certificate of Exemption from Workers' Compensation Insurance

TO:	City of Rolling Hills
SUBJECT:	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of Rolling Hills that I am a

☐ sole proprietor
☐ partnership
☐ nonprofit organization
☐ closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance**. Therefore, I do not carry worker's compensation insurance coverage.

CONSULTANT Signature ____________________________

Printed Name of CONSULTANT ____________________________

Date

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 14th day of September 2020 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. City and Consultant now desire to amend the Agreement to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment");

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

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

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

1. CITY and CONSULTANT agree to replace Exhibit A that was attached to the Agreement with Exhibit A that is attached to this First Amendment and incorporated herein by reference.

2. CITY and CONSULTANT agree to replace Exhibit B that was attached to the Agreement with Exhibit B that is attached to this First Amendment and incorporated herein by reference.

3. Paragraph 3 (COST) of the Agreement is amended to read as follows:

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B an amount not to exceed $74,240.00. This fee includes all expenses, travel and mileage, and attendance at meetings. CITY shall pay the cost of any applicable reimbursable expenses. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment executed by the CITY and CONSULTANT.

4. Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. TERM OF CONTRACT

This Agreement shall be valid until September 1, 2021 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date and year first above written, and it is effective as of July 31, 2020.

CITY OF ROLLING HILLS	**ALAN PALERMO CONSULTING**
ELAINE JENG, City Manager	ALAN PALERMO
DATE: 9/22/2020	DATE: 9/10/2020

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
Scope of Services

Alan Palermo Consulting

August 20, 2020 **2020-RH002_V2**

Ms. Elaine Jeng
City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

Re: **Professional Services – Project Management Services/Consulting Agreement for:**
1. Special Active Land Development Projects
2. Special Assignments/Projects

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects:

1) **Project Management for Tennis Court Improvements (ADA and Aesthetics):**

   a) Serve as the liaison and extension of City Staff to the Rolling Hills Community Association to achieve a set of coordinated design plans including phasing plan for construction activities.

   b) Review plans on behalf of City

2) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:** continue work from FY2019-2020:

   a) Oversee and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture)

   b) Upon completion of ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements

   c) Upon City's award of construction for the ADA Improvements, provide oversight and coordination for commencement of construction activities

3) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road:**

   a) Evaluate RFP responses for engineering design services

   b) Oversee design consultant, serve was the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the community and provide assistance with internal functions relevant to the project including drafting of staff reports.

c) Upon completion of Sewer Improvement Plan Construction Documents, prepare Bid Documents to solicit construction bids for the Sewer Improvements

4) **Project Management for Block Captain Program Communications Project:**

a) Work with the Lead Block Captains to evaluate the best and the most appropriate communication device for Block Captains to communicate during emergencies. Identify device type, research implementation measures, and assist the city in procuring devices for the Block Captain program.

~~5. Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68)~~

5) **Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68):**

a) The City of Rolling Hills allocated $177,952 from the Per Capita Program through the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) to implement an improvement project at the City Hall campus with allocated funds: The City is seeking to secure these funds and to use the funds to improve the City Hall campus, including the tennis courts. The City Hall campus functions as open space for the community. The Project Manager would develop project concepts with City staff, work with OGALS to secure funds, and approvals for the project concept and solicit professional services to meet the needs of the project. The Project Manager will also fulfill reporting requirements with OGALS

6) **Project Management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program:**

a) The project will underground 2,640 linear feet of power line generally along Crest Road East. Based on the grant award letter, the City will receive $1,145,457 of Federal funds and the non-Federal share of $381,819 will be provided by the City using Rule 20A credit. The Project Manager will serve as the liaison with the utility companies to complete the design and construction of the project. The Project Manager will also provide support with the granting agencies to complete and submit reports as required by the grant. The Project Manager will also solicit professional services to meet the needs of the project.

EXHIBIT B
Deliverables

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty ($160) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

	Project Description	Time Period	Total Hours	Total Fee
1	**Project Management for Tennis Court Improvements (ADA and Aesthetics)**	8/1/2020 - 7/31/2021	60	**$ 9,600**
2	**Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan**	8/1/2020 - 7/31/2021	40	**$ 6,400**
2A	**Prepare Bid Documents, Bid Phase, Construction Oversight**	8/1/2020 - 7/31/2021	60	**$ 9,600**
3	**Project Management for the Design of the 8 inch sewer main along Portuguese Bend Road/Rolling Hills Road**	8/1/2020 - 7/31/2021	60	**$ 9,600**
3A	**Prepare Bid Documents, Bid Phase**	8/1/2020 - 7/31/2021	32	**$ 5,120**
4	**Project Management for Block Captain Program Communications Project**	8/1/2020 - 7/31/2021	40	**$ 6,400**
5	**Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68)**	8/1/2020 - 7/31/2021	72	**$ 11,520**
6	**Project Management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program**	8/1/2020 - 7/31/2021	100	**$ 16,000**
	Total Hours		**464**	
	Total Fee	**$ -**		**$ 74,240**

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.D
Mtg. Date: 11/08/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ASHFORD BALL, SENIOR MANAGEMENT ANALYST

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH WORLDWISE PRODUCTIONS FOR EDUCATIONAL VIDEOS ON MANAGING VEGETATION IN THE CANYONS FOR AN AMOUNT NOT-TO-EXCEED $24,950.

DATE: November 08, 2021

BACKGROUND:
In April 2021, the City Council engaged Worldwise Productions LLC (Worldwise) to produce educational videos on home hardening. The project was led by the Lead Block Captains Gene Honbo and Block Captain Debra Shrader. Five videos were produced and at the May 24, 2021 City Council meeting, staff showcased the finalization of the videos. These videos have been used with the intention to educate the community and motivate current homeowners to harden their homes.

As of June 25, 2021, just over one month after official release, the home hardening educational videos received a total of 407 views. One of the action items that the Fire Fuel Committee discussed is to produce educational videos to help the community understand the appropriate ways to manage fuel in the canyons.

DISCUSSION:
At the City Council meeting on October 25, 2021 lead Block Captain Gene Honbo presented his storyboard of the new videos with intentions to provide education to the community of "Fuel Load Management in the Canyons". The proposal included three days of shooting: aerial shots, shots in the canyons, and some of the hallows.

Deputy Forrester Trevor Moore of the Los Angeles County Fire Department will be involved in the video providing support on the content. The Council proceeded to approve the proposal by WorldWise Productions for cost not to exceed $25,000. Accordingly, the City Attorney's office prepared a Professional Service Agreement to engage WorldWise Productions for services.

FISCAL IMPACT:
There is sufficient budget in the Administration Department to engage WorldWise Productions to produce educational videos on fire fuel management in the canyons for amount not to exceed $24,950.

RECOMMENDATION:
Approve a professional service agreement with Worldwise Productions and direct the City Manager to execute the agreement.

ATTACHMENTS:
Canyon Management Videos Proposal.PDF
PSA with Worldwise for Canyon Management Video.DOCX

Jinah Kim
WorldWise Productions
1829 Seasons St
Simi Valley, CA 93065

October 8, 2021

Elaine Jeng
City Manager
City of Rolling Hills
2 Portuguese Bend Rd.
Rolling Hills, CA 90274

Dear Elaine,

Thank you very much for giving WorldWise Productions the opportunity to partner with your city in creating a public education video about canyon management. As the producer of thousands of training, educational and marketing videos for large public agencies and corporate clients nation-wide, we come with years of relevant and professional experience that will benefit your project.

Based on what we discussed, we estimate the following:

Canyon Management – Educational Videos

SCOPE

- Consult with client to understand the goals of the video.
- Create a clear, informative video script with visual references.
- Schedule shoot, talent and crews.
- Shoot high-quality, professional video on-site in Rolling Hills.
- Produce 7 videos, each up to 3 minutes in length on a variety of topics about canyon management.
- WWP to incorporate motion graphics to create informative, engaging videos.
- First draft of videos will be delivered to client via private website link.
- Client is entitled to one round of editing revisions per video. *
- If revisions are requested, we will make the edits and deliver version 2 of each video.
- Once the final videos are approved, we will send downloadable video files.

Pre-Production

1. Script writing, research: $3,000
2. Site survey: $350
3. 10 hours pre-production: $600
   - Includes pre-interviews, calls, research, scheduling, concept creation, etc.

Production

1. 2 full shoot days – (up to 10 hours from arrival to departure): $5,000
   a. Videographer, 4K camera package, light package, basic audio: $1,600/day
   b. Producer / Director / Script Supervisor / Talent Coach: $750/day
   c. Teleprompter rental: $300 (one day)
2. 1 full aerial shoot day – (up to 10 hours from arrival to departure:
   a. Drone videography, 4K camera (FAA licensed): $850
   b. Producer / Director: COMP

Post-Production

1. 14 days video editing: $13,300
2. 10 hours motion graphics: $2,000
3. Copyright-free music: $700
4. Closed captioning: $350

Total production estimate: $26,150
Courtesy discount: -$1,200
Total cost: $24,950

The shoot includes: On-camera direction and coaching. HD camera package, all necessary gear, basic lights and audio. Professional and experienced production crew. Light hair & makeup. Full day is 10 hours from arrival to departure.

The edit includes: Ingesting of all raw footage into digital files, color correction, audio mixing, graphics incorporation.

The first edits will be delivered to client online for review. The link to the videos can be emailed to as many stakeholders as needed.

*The client is then entitled to one editing revision of each video, free of charge. This complimentary edit does not apply to script and content that were approved prior to production, or to any changes that would be considered out-of-scope of the original project parameters. Those, and additional revisions will be billed at $150 per hour.

Once the videos are approved and finalized, the client receives the final products on a computer-and-web-friendly HD format (.mov, mp4, etc..).

Overtime beyond 10 hours for the shoots will be billed at time-and-a-half per crew member.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, is made and entered in the City of Rolling Hills, California on November 1, 2021 by and between the CITY OF ROLLING HILLS, a municipal corporation, hereinafter referred to as "CITY," and WORLDWISE PRODUCTION, LLC, a limited liability company, hereinafter referred to as “CONSULTANT.”

RECITALS

A. CITY desires to engage CONSULTANT to produce educational videos about canyon management in response to wildfire risks within the community; and

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

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

D. 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:

1. SCOPE OF WORKS

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A and incorporated herein by reference except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The first edit of the video identified in scope of work shall be produced to CITY by _____________. The final product of the video identified in the scope of work shall be produced to CITY by ___________ (the “Deliverable”).

2. CITY RESPONSIBILITIES

CITY shall provide information and documents as may be reasonably necessary to assist with the performance of the obligations by CONSULTANT under this Agreement.

3. COST

CITY agrees to pay CONSULTANT for the services required by this Agreement an amount not to exceed twenty four thousand dollars nine hundred and fifty dollars ($24,950), inclusive of all expenses and travel, and as set forth in Exhibit A. Any increase in the Agreement amount or scope shall be approved by express written amendment to this Agreement executed by CITY and CONSULTANT. Upon full execution of the Agreement and presentation of an invoice, 50% of the cost will become due in accordance with Section 4 of this Agreement. The remaining cost will become due upon delivery of the final product and presentation of an invoice in accordance with Section 4.

4. METHOD OF PAYMENT

CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling Hills, CA 90274 on a monthly basis for the services performed in the preceding month. Each invoice shall itemize the services performed. CITY shall remit payment for undisputed amounts within thirty (30) days of receiving an invoice.

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this Agreement upon execution of this Agreement. All activities performed by the Consultant shall be coordinated with the City Manager and are subject to approval by the City Manager which approval shall not be unreasonably withheld.

7. RECORDS

CONSULTANT must maintain the documents and communications arising from performance of its obligations under this Agreement at CONSULTANT's California office during this Agreement period and thereafter for five years from the date of final payment.

8. WARRANTIES AND LIMITATIONS

CONSULTANT represents and warrants to CITY that the Deliverable created by CONSULTANT shall be original work and shall not infringe upon the intellectual property rights of any third party. CITY represents and warrants to CONSULTANT that it has the right to use any trademark, content, or other intellectual property that has been provided by CITY to CONSULTANT for use in the Deliverable.

9. OWNERSHIP OF RECORDS

All records, data, documents, and other material prepared under this Agreement shall become the property of CITY. CONSULTANT is creating the Deliverable as a work made for hire and agrees that all intellectual property rights associated with the Deliverable, including without limitation, all copyright and associated rights, will be owned by CITY upon the payment of the fees pursuant to this Agreement. Such ownership includes, without limitation, the world wide right to display, use, distribute, stream, modify, copy, license, sub-license, merchandise, and create derivative works of the Deliverable in tangible and digital form. CONSULTANT will execute such documents as may reasonably be requested by CITY to evidence the ownership of all intellectual property rights. CITY shall not be obligated to designate or credit CONSULTANT as the creator of the Deliverable. The Deliverable is being provided by CONSULTANT in requested digital file formats (such HD format .mov, mp4, etc.) that will be readable by software that is compatible with such formats and will not contain any proprietary software or source code of CONSULTANT. Following the delivery of the Deliverable to CITY, CONSULTANT shall not make any use of the Deliverable, provided, however, that CONSULTANT may make use of a sample of the Deliverable that has been approved by CITY in advance for display in CONSULTANT's portfolio of work to show other potential customers. At the same time as the delivery of the Deliverable, CONSULTANT shall also deliver all of the raw footage captured under this Agreement. Thereafter, CONSULTANT shall delete all copies of the Deliverable and the raw footage with the exception of the sample of the Deliverable that has been approved by the CITY in advance for display in CONSULTANT's portfolio of work to show other potential customers.

10. TERM OF AGREEMENT

This Agreement shall be valid for one (1) year upon the full execution of this Agreement. Extension of the term of this Agreement shall be made in writing and agreed upon by CITY and CONSULTANT through written amendment to this Agreement.

11. TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination or, in the event no date is specified, upon the thirtieth (30th) day following delivery of notice. The termination without cause of this Agreement shall not terminate the parties' rights and obligations with respect to work and work product provided during the term of this Agreement or any extension thereof. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation or within any other time period agreed to by the parties.

12. ASSIGNABILITY

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

13. AMENDMENT

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

14. NON-SOLICITATION CLAUSE

CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, by any fee, commission, percentage, brokerage fee, gifts, or any 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 annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

15. 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. Should CITY in its sole discretion find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorneys' fees, experts fees, and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. 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.

16. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 15 - 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. <u>Automobile Liability Insurance</u> with minimum coverage of $300,000 for property damage, $300,000 for injury to one person/single occurrence, and $300,000 for injury to more than one person/single occurrence. If CONSULTANT or CONSULTANT's employees will use personal automobiles in any way on this project, CONSULTANT shall obtain evidence of personal automobile liability coverage for each such person and promptly provide it to CITY before such person performs work under this

Agreement. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall also obtain evidence of personal automobile liability coverage for each such person and promptly provide it to CITY before such person performs work under this Agreement.

ii. General Liability insuring CITY its elected and appointed officers, employees, agents, and volunteers from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $1,000,000. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall insure CITY its elected and appointed officers, employees, agents, and volunteers from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from such subcontractor's actions.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall also require every subcontractor to similarly maintain Worker's Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, employees, agents, and volunteers for losses arising from work performed by CONSULTANT for CITY.

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

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 CONSULTANT's operations under this Agreement, whether such operations be by CONSULTANT or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis or a combined single limit per occurrence basis.

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

C. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-: VII. Each general liability and automobile liability insurance policy shall be endorsed with the language of Sections (i) – (vi) below. CONSULTANT also agrees to require all subcontractors to do likewise.

i. Additional Insured Clause. “The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT.”

ii. Primary Insurance Clause. This policy shall be considered primary insurance as respect to CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute to this policy.

iii. Separation of Insured Clause. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Failure to Report to Insurer. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers

v. Waiver of Right to Subrogation Clause. CONSULTANT, and its insurer through endorsement, waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, agents, and volunteers regardless of the applicability of any insurance proceeds, and CONSULTANT agrees to have all subcontractors, and subcontractors’ insurers through endorsement, to do likewise.

vi. Notice of Change in Insurance. The insurance provided by this policy shall not be suspended, voided, or reduced in coverage or limits except after thirty (30) days’ written notice has been submitted to CITY and approved of in writing, except in the case of cancellation, for which ten (10) days’ written notice shall be provided.

D. Notice to CITY. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. CONSULTANT also agrees to provide immediate written notice to CITY if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. CONSULTANT agrees to have all subcontractors do likewise.

E. Claims-made policies. Should any of the required insurance be provided under a claims-made form, CONSULTANT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Defense costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

G. Acknowledgment of the Minimum Amount of Coverage. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to CITY.

H. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT's behalf upon CONSULTANT's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

I. Certificates of Insurance. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

J. Failure to Procure Insurance. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of this Agreement under which CITY may terminate this Agreement.

17. NOTICE All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

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

Attention: City Manager, Elaine Jeng, PE

CONSULTANT:
Worldwise Productions, LLC
1829 Seasons Street
Simi Valley, CA 93065

Attention: Jinah Kim

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 CITY and no other officer, employee, or agent of 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 CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

20. INDEPENDENT CONTRACTOR

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

21. PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT's services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing such services.

22. CONFIDENTIALITY

CONSULTANT in the course of its duties may have access to confidential data of CITY, CITY officers, employees, agents, or volunteers, or private individuals. CONSULTANT covenants that all data, documents, discussion, or other information received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

23. 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 retaining CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect to such retention 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.

24. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date of the signature of the parties below.

CITY OF ROLLING HILLS	**WORLDWISE PRODUCTIONS, LLC**
______________________________	______________________________
ELAINE JENG, CITY MANAGER	JINAH KIM
DATE:______________________________	DATE:______________________________

ATTEST:

____

CITY CLERK

APPROVED AS TO FORM:

____
MICHAEL JENKINS, CITY ATTORNEY

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

Certificate of Exemption from Workers' Compensation Insurance

TO:	City of Rolling Hills
SUBJECT:	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of Rolling Hills that I am a

☐ sole proprietor
☐ partnership
☐ nonprofit organization
☐ closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance**. Therefore, I do not carry worker's compensation insurance coverage.

CONSULTANT Signature ______________________________

Printed Name of CONSULTANT ______________________________

Date

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.E
Mtg. Date: 11/08/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ASHFORD BALL, SENIOR MANAGEMENT ANALYST

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE MINOR CORRECTIONS AND ADDITION TO THE EMPLOYEE HANDBOOK AND PERSONNEL POLICY MANUAL.

DATE: November 08, 2021

BACKGROUND:
At the October 11, 2021 meeting, the City Council approved updates to Employee Handbook and Personnel Manual with one minor correction. The length of employee probationary period was changed from six months to 12 months. This change was not captured in Chapter VI Benefits page 19 sections 2A and 2B.

DISCUSSION:
Subsequent to the City Council action, staff prepared the updated handbook for distribution to all employees and discovered that the vacation accrual rate for employees with less than three years of employment was not listed. The referenced accrual rate was accidently removed during the update of the handbook. Staff worked with legal counsel to reinstate the vacation accrual rate (5/6 of a day per month) for employees with less than three years of employment.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Rolling Hills Employee Handbook- FINAL 11.1.2021 FOR 11.08.2021 Approval.PDF

CITY OF ROLLING HILLS

EMPLOYEE HANDBOOK

AND

PERSONNEL POLICY MANUAL

Update: November 8, 2021

INTRODUCTION

Welcome to the City of Rolling Hills! We trust you will find working for the City professionally challenging, an excellent career opportunity, a positive experience and an environment that strives to provide a work / life balance. The City prides itself on excellent customer service, the highest level of professionalism, being responsive and communicative, maintaining a small-town, rural atmosphere, and sustaining the privacy of the community. City staff are committed to public service, excellence and efficiency in the provision of services, the ICMA Code of Ethics, and the principles of democracy and professional management afforded by the Council-Manager form of government. As a member of the City team, we look forward to your positive contributions in these areas.

This handbook has been developed to provide new staff persons with important introductory information regarding the City's personnel benefits and policies on matters relevant to all employees. On subjects not included in this handbook, please ask the City Manager or the Human Resources Director. Updates to the policies herein will be provided in separate announcements throughout your career with the City.

CITY ORGANIZATION

The City of Rolling Hills is a "contract city" that operates under the Council-Manager form of government. As a contract city, Rolling Hills contracts with the Los Angeles County Sheriff Department (Lomita Station) and Building & Safety Department (Lomita Office) for police and building permit services, respectively. Fire protection, water, electricity, natural gas, and road maintenance are also the responsibility of other non-City agencies. Under the Council-Manager form of government, the City is governed by five Council members who are elected at-large in municipal elections held every two years. City Council terms are staggered so that in one election, three members will be elected and in the next election, two members will be elected. The City Council hires a City Manager who is responsible for day-to-day operations of the City, implementing City Council policy and all aspects of staff supervision. The City Council also hires a City Attorney for legal counsel.

Rolling Hills is a "general law" city and, as such, its authority is established under the California State Constitution. The City has an adopted Municipal Code that contains the ordinances of the City.

UNIQUE FEATURES OF THE CITY OF ROLLING HILLS

Rolling Hills is a private, gated community under the rules and regulations of two separate and unrelated agencies, the City of Rolling Hills and the Rolling Hills Community Association (RHCA). The RHCA has authority and responsibility for road maintenance, access into the City, architectural review, and all easements and trails. Under the auspices of the RHCA, the roads in the City are not public. They are private property maintained by the RHCA. The City of Rolling Hills, in contrast, is responsible for land use regulation, building permits, environmental issues, traffic safety (e.g., roadway striping and signage), law enforcement through a contract with the Sheriff's Department, emergency preparedness, municipal elections, and other typical city functions. Approximately 75% of the City's revenues derive from property taxes with the remaining 25% basically from building permits.

Rolling Hills is also a residential community with no business or industrial activities. The community consists of only one-story, ranch-style, single-family homes. Properties are typically one or two acres. Each lot is required to have a barn and corral or area designated for a barn and corral. There are a total of twenty-three miles of equestrian and hiking trails. Some trails are connected to trails in the Palos Verdes Peninsula Land Conservancy or other peninsula-wide trails. There is also no leash law; dogs are free to roam throughout the community. These characteristics are intended to maintain the integrity and identity of Rolling Hills as a rural community.

As a City team member, it is important to understand the distinction between the City and RHCA in order to provide residents and the public with the best customer service.

IN ROLLING HILLS, SERVICE IS THE BUSINESS!

Local government is a service-oriented and public profession. City employees directly connect with the public in many different ways. In Rolling Hills, it is an expectation that members of the City team maintain a pleasant, friendly, and cooperative demeanor to each other and in all capacities when working and communicating with the public. Care should be taken to act in a professional and respectful, courteous manner at all times, for example, on the telephone, in written communications (emails and letters), and during encounters in public settings (at meetings, the public counter, and events). City staff must keep in mind that they are ambassadors of the City and represent the organization.

With service as our business, it is the responsibility of City staff to be responsive and helpful to residents and assist the public. In that capacity, City staff also has the responsibility to exercise sound judgment and appropriate discretion to circumstances and situations.

TABLE OF CONTENTS

CHAPTER I
PURPOSE AND APPLICATION

Section 1. Purpose: The purpose of the City of Rolling Hills Employee Handbook and Personnel Policy Manual is to establish lawful procedures for dealing with personnel matters.

The personnel provisions set forth herein constitute the personnel rules and regulations for the City of Rolling Hills. Employees are expected to read this Handbook carefully, and to know and understand its contents. The City reserves the right to make changes to this Handbook at any time without prior notice. Employees' at-will employment can only be changed by the City Council and by written agreement signed by the employee and the City Manager. Except as otherwise provided in this Handbook, no one has the authority to make any promise or commitment contrary to what is in this Handbook. Employees are responsible for knowing about and understanding those changes once they have been disseminated. The City also reserves the right to interpret the provisions of this Handbook.

This Handbook replaces all earlier Handbooks and supersedes all prior inconsistent policies, practices, and procedures.

Section 2. Application: These rules apply to all employees of the City of Rolling Hills unless a specific rule or procedure indicates otherwise.

Section 3. No Contract Created: These rules do not create any contract of employment, express or implied, or any right in the nature for a contract.

Section 4. Handbook Acknowledgement: Employees should sign the acknowledgement form at the end of this Handbook and return it to the City Manager or Designee. This will provide the City with a record that each employee has received this Handbook.

CHAPTER II
DEFINITION OF TERMS

DEFINITION OF TERMS

Unless the context indicates otherwise the following terms, whenever used in this document, shall be defined as follows:

Advancement: A salary increase within the limits of the pay range established for the position.

At-Will: All employment at the City is "at-will." This means that both employees and the City have the right to terminate employment at any time, with or without advance notice, and with or without cause. Employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of the City. Only the City Council has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this at-will status. Any such agreement must be in writing, must be signed by the employee and the City Manager, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

Nothing contained in this Handbook or any other documents provided to employees is intended to be, nor should it be, construed as a guarantee that employment (or any benefit) will be continued for a specific time period. For example, any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience. They are not intended to create an employment contract for one or more months or years. Employees should ask the City Manager if they have any questions about their status as an employee at-will.

City Manager's Designee: The person assigned to the Human Resources function (Human Resources Director).

Demotion: The movement of an employee from one class to another class having a lower maximum rate of pay. A demotion may be voluntary or involuntary.

Domestic Partner: A domestic partnership is legally established in California when all of the following requirements are met: both persons file a Declaration of Domestic Partnership with the Secretary of State; both persons have a common residence; neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity; two persons are not related by blood in a way that would prevent them from being married to each other in another state; both persons are at least 18 years of age;

either of the following: (a) both persons are members of the same sex; or (b) one or both of the persons are over the age of 62, and meet certain eligibility criteria pursuant to the Social Security Act; and both persons are capable of consenting to the domestic partnership.

Eligible: When used as a noun, means a person whose name is considered for appointment to a position.

Employment Eligibility List: A list of one or more names of persons who are being considered for a position vacancy generated from candidate resumes, the results of an examination, or some other method of identifying eligible persons.

Examinations:

(a) Open-competitive examination: An examination for a particular position which is open to all persons meeting the qualifications for the class.

(b) Promotional examination: An examination for a particular position, admission to the examination being limited to employees identified by the City Manager or Designee.

(c) Continuous examination: An open competitive examination which is administered periodically and as a result of which names are placed on an employment list, in order of final scores, for a period of not more than one (1) year.

Exempt: An employee not entitled to overtime compensation under the Fair Labor Standards Act.

Job Classifications: For the purposes of the City's personnel rules and regulations, each position title shall correspond to the City's list of classifications and salary range.

(a) Full-time Exempt: Various executive, administrative, and professional positions exempt from overtime requirements.

(b) Full-time Non-Exempt: Positions subject to overtime requirements and working 37.5 hours per week.

(c) Hourly Benefited: Positions known as regular part-time working twelve (12) months per year and an average of twenty (20) or more hours per week on a year-round basis. Benefits are provided to regular part-time employees on a pro-rated basis.

(d) Hourly Non-benefited: At-will positions also known as either seasonal part-time or part-time. These employees are sometimes referred to as "Temporary".

(e) Seasonal Part-time: A position utilized up to 37.5 hours per week on a seasonal or partial year basis, but not more than 1,000 hours per fiscal year. If an employee identified as seasonal part time works more than 1,000 hours in a fiscal year he or she does not acquire regular employee status.

(f) Part-time: A position with an average of 19.5 hours or less per week and no more than 1,000 hours per fiscal year. If an employee identified as part time works more than 1,000 hours in a fiscal year he or she does not acquire regular employee status.

Layoff: The involuntary separation of a regular status employee or reduction to a position in a lower classification because the position is no longer needed.

Personnel Ordinance: City of Rolling Hills Municipal Code, Title 2, as amended from time to time.

Probationary Period: A working test period during which an employee is required to demonstrate his or her fitness for the duties to which he or she is appointed by actual performance of the duties of the position. The probationary period or initial period of employment is considered a part of the examination process and shall be utilized for closely observing the employee's work to determine the employee's fitness for the position.

Promotion: The movement of an employee from one position to another position having a higher maximum rate of pay and different job duties from the previous position.

Provisional Appointment: A temporary appointment of a person who possesses the minimum qualifications established for a particular class, and who has been appointed to a position in the absence of available eligible personnel. This is sometimes referred to as an "Interim Appointment".

Reclassification: The change of a position from one position to another as a result of the gradual accretion or reduction of duties and/or responsibilities over time.

Regular Employee: A full-time employee who has successfully completed his or her probationary period and has been retained as an employee.

Regular Part-Time Employee: An employee who has successfully completed his or her probationary period.

Rejection: The separation of an employee from employment during the probationary period or examination process.

Reinstatement: The re-employment, without examination, of a former regular employee.

Temporary Employee: An employee who has been appointed to a full-time or part-time position of limited duration.

Transfer: A change of an employee from one position to another position in having the same maximum salary limits, involving the performance of similar duties and responsibilities, and requiring the same qualifications.

Y Rate: When an employee is moved to a different position with a lower salary range, the employee will retain his/her current salary until the salary of the new position has a maximum salary rate that is equal to or higher than the current salary.

CHAPTER III
GENERAL PROVISIONS

Section 1. Equal Employment Opportunity: It is the City's policy to provide equal employment opportunity for all applicants and employees. The City does not unlawfully discriminate on the basis of race, color, religion, religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws. Consistent with the law, the City also makes reasonable accommodations for disabled applicants and employees; for pregnant employees who request an accommodation [with the advice of their health care providers] for pregnancy, childbirth, or related medical conditions; for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.

The City prohibits sexual harassment and the harassment of any individual on any of the other protected bases listed above. The City also prohibits retaliation against a person who reports or assists in reporting suspected violations of this policy, cooperates in investigations or proceedings arising from a violation of this policy, or engages in other activities protected under this policy.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with the City Manager's Designee.

Section 2. Political Activity Prohibited: City employees shall not engage in political activities in violation of Government Code Section 3201 *et seq.* No one employed by the City may engage in political activities on City premises, while engaged in official duties, using City equipment, or wearing an official City uniform.

Section 3. Outside Employment: No employee may hold outside employment that is incompatible with his/her City employment. Each regular employee who holds any other position in addition to City employment shall submit a written request to the City Manager prior to accepting such employment.

Section 4. Employee Duties: Employees are required to carry out the primary duties and responsibilities of their employment.

Section 5. Violation of Rules: Violation of the provisions of these rules shall be grounds for disciplinary action.

Section 6. Amendment and Revision of Rules: Amendments and revisions to these rules must be recommended by the City Manager and approved by the City Council.

Section 7. Employee Standards of Conduct and ICMA Code of Ethics: Employees are requested to be mindful of the ICMA Code of Ethics and uphold the intent of the tenets and guidelines of the Code. Employees are required to adhere to the Employee Standards of Conduct (Chapter XXIII).

Section 8. Federal Taxes: Completion of appropriate IRS forms will be required of all personnel at the time of employment. The number of exemptions claimed will determine the amount of federal tax deductions.

Section 9. Social Security: All employees, full and part time, will be required to have a Social Security number and/or meet other legal requirements including proof of citizenship or permanent residency status at the time of employment. Social Security deductions will be made according to established schedule provided by government agencies.

CHAPTER IV
CLASSIFICATION

Section 1. Classification Plan: The City of Rolling Hills has an established list of classifications as follows:

Full-time Exempt
City Manager
Planning and Community Services Director
City Clerk/Executive Assistant to the City Manager
Senior Management Analyst
Senior Planner

Full-time Non-Exempt
Administrative Assistant, City Clerk Department
Code Enforcement Officer/Assistant Planner

Hourly Non-Benefited
Finance Director
Human Resources Director
Account Manager
Part-time Planning Technician, Planning Department

Each position in the City service is defined by specifications, including title, definition of the position, supervision received and exercised, a description of the duties and responsibilities of positions in each class, and the training, experience, and other qualifications to be required of applicants for positions in each class.

Section 2. Adoption, Amendment, and Revision of Plan: The list of classifications may be amended from time to time by resolution of the City Council.

Section 3. New Positions: When a new position is created, an employment eligibility list will be established before an appointment is made, unless the position is filled by a promotional appointment.

Section 4. Classification Studies: Classification studies shall be conducted from time to time to determine if the duties and responsibilities of a position have substantively changed, have become inequitably aligned in relation to other classifications within the City service, and/or are otherwise incorrectly designated. The City Manager or Designee shall conduct the classification study and as a result, a position may be reclassified to a more appropriate classification, whether new or already authorized, at a higher or lower maximum salary level.

After conducting a classification study of the position(s), the City Manager will recommend classification changes, if any, to the City Council for approval.

Section 5. Qualifying Examination: A reclassification with a title change that results in a salary increase above the old classification may require of the incumbent a qualifying examination to determine whether or not the incumbent possesses the minimum qualifications for the new class. The method for the qualifying examination shall be determined by the City Manager or Designee. It may be an interview, demonstration of skills and abilities, or a written examination. An incumbent proposed for a reclassification who does not pass the qualifying examination shall retain his or her original title until such time as he or she does pass the qualifying examination.

An employee whose position is being reclassified upward and who has demonstrated competency for the position, need not take a qualifying examination.

Section 6. Y-Rate: When a reclassification results in a lower maximum rate of pay for the incumbent, the incumbent shall be "Y-Rated" at the salary level he/she has earned up to that time.

CHAPTER V
COMPENSATION

Section 1. Compensation Plan: The City has established salary ranges covering all positions in the City service, showing the minimum and maximum rates of pay. The salary ranges can be found on the City's website under the Finance Department.

Section 2. Amendment of Plan: The compensation plan may be amended from time to time by action of the City Council.

Section 3. Comprehensive Compensation Survey: A Comprehensive Compensation Survey will be conducted as needed, to assure that the City's jobs are paid equitably against the labor market. The Survey will include each position and include labor market comparisons to:

Carson
El Segundo
Hermosa Beach
Hidden Hills
La Habra Heights
Lawndale
Lomita
Palos Verdes Estates
Rancho Palos Verdes
Rolling Hills Estates
Signal Hill

Section 4. Salary upon Initial Hire: The City Manager shall have the discretion to place the employee at a salary level within the salary range of the position into which the employee is hired.

Section 5. Merit Advancement: The City Manager has the authority and discretion to adjust all regular and part-time employee salaries within their range at any time. The City Manager shall justify a salary change within the range with documentation and based on the performance and skill-level of the employee.

Section 6. Evaluation: Each employee will be formally evaluated annually on the anniversary of his or her employment in regards to the employee's performance of his or her work responsibilities. In the evaluation, the City Manager will consider and evaluate the employee's salary for a potential merit advancement. If the evaluation is untimely and in the evaluation, the employee is deemed meritorious of a salary adjustment within the salary range, the employee will receive the increase retroactively. Performance evaluations and Annual Work Plans will be tracked by the City Manager or his or her Designee.

Section 7. Probationary Period: At the end of the probation period and annually thereafter on the anniversary date of hire, each employee will be evaluated by the City Manager with regard to work performance. An adjustment to the base salary within the salary range will be considered. Adjustments to the base salary are subject to the determination and approval of the City Manager; adjustments to the base salary upon completion of the probation period are not automatic.

Section 8. Effective Date of Increase: Salary increases shall be effective the first day of the pay period following the approved effective date.

Section 9. Salary on Promotion: An employee promoted to a position having a greater maximum salary will be placed at a salary that results in not less than a three and one-half percent (3.5%) increase above the employee's current regular salary. The City Manager may establish the salary at a higher level within the range.

Section 10. Salary on Demotion: An employee who is demoted will be placed within the salary range for the position into which demoted. The salary will be set at a level that is lower and closest to the salary the employee was receiving before the demotion.

Section 11. Salary on Reclassification: An employee whose position title is changed but will be performing similar duties will receive the salary set forth below.

(a) If the new position title maintains the same salary range, the salary will not change.

(b) If the new position title has a higher salary range, at the discretion of the City Manager, the salary adjustment will be determined in the same manner as a promotion.

(c) If the new position title has a lower salary range, the employee will be Y-rated.

Section 12. Pay Periods: Employees shall be compensated by paycheck or electronic transfers every two weeks. Checks or electronic transfers in payment for compensation will be made available by the City to employees.

Section 13. Bilingual Pay: The City does not provide a bilingual premium pay differential in addition to regular pay for employees who are requested by the City to use bilingual skills during their scheduled work hours on a recurring basis.

Section 14. Overtime:

(a) As a matter of general policy, the City does not permit employees to work overtime and will provide adequate staff to handle normal operations. However, non-exempt employees may be required to work overtime at the discretion of the City Manager.

(b) Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked in excess of thirty-seven and one-half (37.5) hours in the designated work week.

(c) Non-exempt employees working overtime when not expressly authorized to do so shall be subject to discipline.

(d) Overtime assigned and worked by non-exempt employees shall be compensated at time and one-half their regular rate of pay. The employee may request, and the City Manager shall have the unrestricted discretion to approve or not approve, compensation in the form of accrued compensatory time at time and one-half pay, except an employee may not accrue more than thirty-seven and one-half (37.5) hours compensatory time at any time.

(e) If a non-exempt employee is required to work on an observed holiday beyond the regular thirty-seven and one-half (37.5) hour work week, he or she shall be entitled to pay at the rate of two (2) times the regular rate of pay.

(f) Employees who are exempt from the Fair Labor Standards Act (FLSA) are compensated on a salary basis and are not eligible for overtime.

Section 15. Acting Pay: An employee who is provisionally appointed to an acting or interim position that is in a higher salary range than that of the position title in which the employee is normally assigned shall receive acting compensation.

(a) Acting pay shall be provided only for appointments with duration greater than twenty-one (21) consecutive calendar days and shall be retroactive to the effective date of the acting appointment and continue until completion of appointment.

(b) Such acting appointments shall be made in writing by the City Manager.

(c) Compensation shall be at the entrance of the salary range of the acting position or a minimum of three and one-half percent (3.5%) higher than the employee receives, whichever is greater.

Section 16. Cost of Living Adjustment (COLA): Annually, employees will receive a COLA in their salary or hourly rate based on the month of March, Los Angeles/Orange County/Riverside Consumer Price Index (CPI) for all items. The COLA will be applied to employee salaries or hourly rates automatically not to exceed 3.5% on July 1 of every year based on the March CPI.

On July 1 of every year, position salary ranges will also adjust automatically. The salary range will adjust based on the month of March, Los Angeles/Orange County/Riverside CPI for all items not to exceed 3.5%.

Section 17. Exceptional Performance Recognition: The City's program for recognizing an employee's exceptional performance is described in Chapter XX.

CHAPTER VI
BENEFITS

Section 1. Retirement Plan:

(a) The City is a member of the Public Employees Retirement System (PERS). Eligible Regular employees of the City hired prior to December 31, 2012 are enrolled in the 2%@60 retirement program. Under PERS Regulations, employees hired on or after January 1, 2013 and who are considered “Classic” employees will be enrolled in the 2%@60 retirement program. Eligible Regular employees of the City hired on or after January 1, 2013 are enrolled in the 2%@62 and 2.5%@67 retirement program consistent with State Assembly Bills 340 and 197 enacted September 12, 2012 and City Resolution No. 1136. All conditions of PERS apply to all eligible Regular employees of the City of Rolling Hills.

(b) The pensionable compensation used to calculate the defined benefits paid to employees hired after December 31, 2012 will not exceed the maximum amount specified in the federal retirement system (United States Code Title 42 § 430(b), as may be amended from time to time); as adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

(c) Regular employees hired after December 31, 2012 pay 100% of the employee portion of the retirement program or 50% of the “normal cost,” defined as that portion of the present value of projected benefits under the defined benefit plan that are attributable to the current year of service (also known as the “Member Contribution Rate as a percentage of payroll”), whichever is higher. Exercising its authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC), all employee’s payments for the retirement program are tax deferred. For employees hired after December 31, 2012, the City is prohibited from making contributions greater than the amount specified in the federal retirement system.

(d) The final compensation is the average full time monthly pay rate for the highest 36 consecutive months. If the service is coordinated with Social Security, the final compensation will be reduced according to State law. “Compensation” is defined as the normal monthly rate of pay or base pay for the employee for services rendered on a full-time basis during normal working hours, pursuant to the City’s pay schedule. It does not include pay for unused sick leave or time off or overtime pay.

(e) Employees are permitted to replenish their PERS out of their own funds, if they have chosen to remove those funds from PERS following termination of previous employment.

(f) All employees, full and part time, are required to participate in the Social Security System.

(g) Newly retired former employees, or employees of another PERS member, are required to sit out for at least 180 days before returning to work for the City to avoid forfeiture of their retired status. Such employees also cannot serve more than 960 hours in a calendar year. This subsection shall not apply to employees hired to fill a critically needed position, where the appointment has been approved by City Council in a public meeting.

(h) Any public official or employee who is convicted of a felony related to performance of his or her official duties, related to seeking an elected office or appointment, in connection with obtaining benefits, or committed against a child who the official or employee has contact with as part of his or her official duties, forfeits all pension benefits earned or accrued after the date of the conviction.

Section 2. Health and Life Insurance:

(a) The City maintains Workers' Compensation Insurance for work-related injuries. Group term life insurance, long-term disability insurance, health insurance, prescription drug, dental insurance, and vision insurance is also provided for all Regular Exempt and Non-Exempt full-time employees who have successfully completed their twelve month probationary period.

(b) The City of Rolling Hills provides 100% of the single-party premium for health, dental, and vision insurance, inclusive of prescription drug coverages within the health plans, of each Regular employee who has successfully completed their probationary period. The City will pay 80% of the premium for the eligible dependents of Regular employees up to a maximum monthly family premium of $1,642.21 based on the 2015 rate for the Anthem Traditional HMO plan. The City will contribute up to a maximum monthly premium of $202 for dental insurance based on the 2015 rate for Met Life DPPO plan and up to a maximum monthly premium of $30 for vision insurance based on the 2015 rate for VSP plan[1] following successful completion of the Regular employee's probationary period.

[1] Resolution 1249 sets the City's monthly contribution to insurance premiums for the eligible dependents of regular employees for calendar year 2020, 2021, 2022 and 2023 as follows: (1) health insurance up to a maximum of $1,658.42; (2) dental insurance up to a maximum of $204.02; (3) vision insurance up to a

Information describing coverage is available from the Finance Department.

(c) Through the implementation of an IRS compliant Section 125 plan, the City will provide Regular employees with the ability to withhold pre-tax income from his/her salary to pay his/her portion of insurance premiums.

Section 3. Credit Union:

(a) Applications are available to all employees for membership in the F & A Federal Credit Union. Automatic payroll deductions may be arranged.

Section 4. Deferred Compensation and Employment Longevity Plan:

(a) The City of Rolling Hills offers an employee funded deferred compensation program. Applications are available in the Finance Department.

(b) According to the following schedule, effective July 1, 2009, the City of Rolling Hills will match employee contributions up to the IRS limit.

Years of service	***City match to employee's contribution (up to __% of salary)***
0 - 1.99	***0%***
2 – 2.99	***1%***
3 – 5.99	***2%***
6 – 8.99	***3%***
9 – 11.99	***4%***
12 – 14.99	***5%***
15+	***6%***

Section 5. Other benefits:

(a) The City provides single-party health coverage for its Regular employee retirees through PERS. Heath plan options and terms of the program are governed through the City's contract with PERS. Regular employees hired after December 31, 2012 will be qualified to receive single-party retiree health coverage from the City providing 1) the Regular employee retires from the City of Rolling Hills and 2)

maximum of $30.30. The maximum contribution for each policy will be increased by 2% for calendar year 2024 and beyond.

the Regular employee has been in the employment of the City of Rolling Hills for a minimum of 5 consecutive, uninterrupted years.

(b) A surviving beneficiary of a current or former employee hired before January 1, 2013 will receive benefits through PERS, as appropriate to individual circumstances. The terms of these benefits are specified in the City's contract with PERS.

CHAPTER VII
HOURS OF WORK

Full-time employees are assigned to the 9/75 flex plan under which they will work seventy-five (75) hours in a nine (9) day period.

Section 1. The 9/75 Plan: Full-time employees work 37.5 hours over a 5-day workweek exclusive of meal periods as follows:

Alternating Week 1		Alternating Week 2	
Mon - Wed:	7:30am to 5:00pm	Mon - Wed:	7:30am to 5:00pm
Thursday:	7:30am to 5:00pm	Thursday:	7:30am to 3:30pm
Friday:	7:30am to 5:00pm	Friday:	off

Section 2. Alternate Work Schedule: Full-time employees may be assigned to work days or hours other than those set forth in Section 1.

Section 3. Work Week Defined: The work period or work week will begin at 12:01 p.m. on Friday and end the following Friday at 12:00 noon for all full-time employees working under the 9/75 work schedule if the employee is scheduled to be off every other Friday.

Section 4. Work Week Schedule Change: The City may change the work week when public necessity or convenience so requires.

Section 5. Request to Change Schedule: Employees for whom personal necessity requires a different schedule than above, may make a request for the alternate schedule to the City Manager. Alternate schedules must begin no earlier than 7:00 a.m. and end no later than 6:00 p.m. and will not include a shorter meal period than below.

Section 6. Meal Period: Because City employees are public employees the sections of the California Labor Code regarding mandatory meal and rest periods are not applicable. Meal periods are non-paid and nonworking time and shall be one hour for all full-time employees. Every effort will be made to schedule such meal period during the middle of the shift.

CHAPTER VIII
APPLICATIONS AND APPLICANTS

Section 1. Announcement: All recruitments for positions shall be publicized by means as the City deems advisable. The announcements shall specify the title and pay of the position, duties and responsibilities of the work to be performed, minimum requirements established, the manner of making application, and other pertinent information.

Section 2. Application: Applications shall be made as prescribed on the announcement. Application forms shall require information covering training, experience, and other pertinent information. All applications must be signed by the person applying.

Section 3. Disqualification: The City Manager or Designee may reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position or for any material cause which, in the judgment of the City Manager or Designee would render the applicant unsuitable for the position. Falsification of any information presented on the employment application shall be grounds for rejection/disqualification from the recruitment and/or termination from employment, if applicant is appointed to the position.

Section 4. Prohibition Against Nepotism: It is the policy of the City to seek the best possible candidates through appropriate search procedures. The City seeks to eliminate or limit even the appearance of impropriety where possible. As such, the City has adopted the following policy regarding application and/or hiring of employee relatives.

For purpose of this policy, “relative” shall mean a spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sibling, step-sibling, sibling-in-law, child, step-child, child-in-law, legal ward, grandchild, or grandparent.

Each applicant is required to disclose the identity of any relative who is a current employee. An applicant’s failure to disclose a relative who is a current employee may result in the rejection of the applicant or future disciplinary action against the applicant after employment, up to and including termination.

Relatives of current employees shall not be hired into positions in which one relative may supervise, directly or indirectly, any other relative. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute direct or indirect supervision:

1. Occupying a position in an employee’s direct line of supervision;

2. Functional supervision, such as a lead worker, crew leader, or shift supervisor; or

3. Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

Relatives of current employees shall not be hired into positions in which one relative may work in a capacity which would allow a current employee to evaluate or control the terms, conditions, and/or performance circumstances of employment of a relative. Relatives of current employees shall not be hired into any position in which the employment of such relative has the potential for adversely impacting the supervision, safety, security, or morale of other employees. The City shall review each applicant who is a relative of a current employee to determine whether hiring the applicant would result in any of the prohibited situations. If the City Manager or Designee finds that any of those situations exists, then the applicant may be rejected, or may be considered for employment in a position that does not present the above situations.

Current employees shall not participate, directly or indirectly, in the recruitment or selection process for a position for which a relative is an applicant. Current employees having hiring powers or authority to recommend hires shall not, either directly or indirectly, seek to influence or assist in the hiring of any relative to any position within the City. Current employees shall not participate or interfere in, or otherwise attempt to influence, any personnel actions affecting his or her relative including, but not limited to, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

Change In Status. Current employees must report a change of status to the City Manager or Designee in advance of the effective date where feasible, but in no event later than a reasonable time after the effective date of the change of status. For purposes of this policy, “a change of status” is the change in the legal status or personnel status of one or more current employees.

1. Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a current employee becomes a relative or ceases to be a relative of another current employee.

2. Changes in personnel status include but are not limited to promotion, demotion, transfer, re-assignment, resignation, retirement, or termination of a current employee who is a relative of another current employee.

Within thirty (30) days from receipt of notice, the City shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the change of status has the potential for creating an adverse impact on supervision, safety, security, or morale. The City Manager or Designee shall make a good faith effort to regulate, transfer, condition, or assign duties in such a way as to minimize problems of supervision, safety, security, or morale. Notwithstanding this, the City retains the right to exercise its discretion to refuse to implement a change in personnel status due to its potential for creating an adverse impact on supervision, safety, security, or morale.

The City shall reasonably monitor and regulate both relatives' conduct and performance for a period of one (1) year from the date of the determination. If the City determines that a change of status has caused potential for creating an adverse impact on supervision, safety, security, or morale, the City shall re-visit the prior determination.

Depending on the nature and severity of the situation, the City may transfer one of the relatives to a similar position that would not be in violation of this policy. The transfer will be granted provided the relative qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level. If the situation cannot be resolved by transfer or by good faith efforts to regulate, transfer, condition, or assign duties in such a reasonable way that would not be in violation of this policy, one of the relatives must separate from City employment.

Pre-Existing Relationships. Where situations exist prior to the effective date of this policy that may be in conflict with these rules, reasonable efforts shall be made to address the situation so as to minimize potential problems of supervision, safety, security, or morale and to avoid future conflict.

CHAPTER IX
EXAMINATIONS

Section 1. Types of Examinations: The selection techniques used in the examination process shall measure the knowledge and abilities of the applicants to execute the duties and responsibilities of the position to which they seek to be appointed.

Examinations shall consist of selection techniques which will test fairly the qualifications of candidates. The City Manager or Designee may select the appropriate examination(s) to be utilized in the selection process.

Section 2. Promotional Examinations: All candidates for promotion must meet the minimum qualifications identified by the City Manager or Designee.

The City Manager or Designee will determine whether the examination is open competitive or a promotional appointment.

Section 3. Continuous Examinations: Open-competitive examinations may be administered periodically for a single position as the needs of the service require. Names shall be placed on employment lists, in order of final scores, for a period of not more than one (1) year, unless extended by the City Manager or Designee.

Section 4. Conduct of Examinations: The City Manager or Designee will determine the manner and methods and by whom examinations shall be prepared and administered.

Section 5. Reasonable Accommodation in Testing: Should an otherwise qualified applicant who is disabled request a reasonable accommodation for any part of the testing process the City may modify the process to reduce or eliminate the testing barrier.

Section 6. Background Investigations: Following a conditional offer of employment, each prospective employee shall submit to a criminal background check. The City does not consider, distribute, or disseminate information about any of the following while conducting a criminal background check in connection with a job application: an arrest not followed by a conviction, except when the applicant is out on bail or his/her own recognizance pending trial; a referral to or participation in a pre-trial or post-trial diversion program; and a conviction that has been sealed, dismissed, expunged, or statutorily eradicated pursuant to law.

If the City's criminal background check reveals an applicant's prior conviction, the City shall conduct an individualized assessment to determine whether the conviction has a direct and adverse relationship with the specific job duties that may justify denying employment. The following factors shall be considered as part of the individualized assessment: the nature and gravity of the offense or conduct; the time that has passed since the offense or conduct and completion of the of the sentence; and the nature of the job held or sought.

If the results of the City's individualized assessment justify denying employment the applicant shall be provided with notice and an opportunity to respond within five business days. Written notice of the preliminary decision to deny employment shall be provided to the applicant. The written notice shall contain the identity of the disqualifying conviction, a copy of the conviction history report, an explanation of the applicant's right to respond to the notice before a final decision is made, notice of the deadline to respond within five business days, and an explanation informing the applicant that the response can include evidence challenging the accuracy of the conviction history report and/or evidence of rehabilitation or mitigating circumstances.

If the City makes a final decision not to hire the applicant based on the conviction history after considering the applicant's response the City shall provide a final determination notice that includes notice of the final denial, any existing procedure the City has for the applicant to challenge the final decision, and the applicant's right to file a complaint with the Department of Fair Employment and Housing.

Section 7. Immigration Reform and Control Act of 1986: In compliance with the Immigration Reform and Control Act of 1986, all new employees must verify identity and entitlement to work in the United States by providing required documentation.

Section 8. Notification of Selection Process Results: Each person competing in an employment selection process shall be given notice of the results from the examination.

CHAPTER X
EMPLOYMENT ELIGIBILITY LISTS

Section 1. Employment Eligibility Lists: As soon as possible after the completion of a continuous examination, the City Manager or Designee will prepare and keep available an employment eligibility list consisting of the names of applicants who qualified in the examination, arranged alphabetically.

Section 2. Removal of Applicants from Lists: The name of any person appearing on an employment eligibility list shall be removed by the City Manager or Designee if the person eligible requests in writing that his or her name be removed, fails to respond to a notice mailed to his or her last known address, or has been certified for appointment and has not been appointed.

Section 3. Use of Employment Eligibility Lists: A vacant position may be filled by the appointment of a person whose name is on an employment eligibility list for the position.

CHAPTER XI
METHOD OF FILLING VACANCIES

Section 1. Types of Appointment: All vacancies shall be filled by re-employment, transfer, voluntary demotion, promotion, or from eligible applicants by a process deemed appropriate by the City Manager or Designee.

Section 2. Appointment: After interview(s) and an examination if deemed necessary for the selection of a candidate, the City Manager or Designee shall thereupon notify the person of the conditional offer of appointment, subject to passing a required medical examination and all background investigations.

Section 3. Temporary Assignments: Employees may be temporarily assigned higher or lower duties without a change in pay. Such action shall not be deemed as a transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal needs, the temporary change of duties or a change of the work schedule shall be considered as incidental to the position.

Section 4. Extended Assignment to Vacant Higher Position: Employees assigned to perform duties in a vacant higher level regular position in excess of twenty-one (21) consecutive calendar days as authorized by the City Council shall be entitled to a salary rate increase to the higher level for the time actually worked in the assignment. (See CHAPTER V, Section 15, Acting Pay.) The duration of such assignment to a vacant higher position shall not exceed one (1) year. It is the responsibility of the City Manager to adjust the salary rate increase.

CHAPTER XII
PROBATIONARY PERIOD

Section 1. Probationary Period: Upon initial and promotional appointment to a position, an employee must serve a probationary period of 1 year of actual and continuous service. Periods of time on paid or unpaid leave excluding five (5) days or less automatically extends the probationary period by the number of days the employee is on leave. The City Council may, by resolution, establish a longer probation period for a specified classification prior to the time of an appointment. Continuous service with the City in a temporary position may be calculated into the probationary period upon hiring the individual into a regular position at the discretion of the City Manager. Completion of the probationary period does not entitle an employee to continued employment for any length of time. Completion of the probationary period does not alter the at-will nature of the employment.

Section 2. Purpose of Probationary Period: During the probationary period, the City Manager shall review, examine, and monitor the conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness of an employee to determine whether the employee is fully qualified for employment in the position to which the employee has been appointed.

Section 3. Extension of Probationary Period: The probationary period may be extended by the City Manager for a period up to six (6) months by written notice to the employee prior to the expiration of the original probationary period.

Section 4. Reduction of Probationary Period: The probationary period may be shortened by the City Manager.

Section 5. Rejection During Probation: At any time during the probationary period an employee may be rejected from employment without cause and without right of appeal.

Section 6. Rejection During Probation From a Promotional Position: A promoted employee who has attained regular status in another position of City employment who does not successfully complete the probationary period in the promoted position may be returned to the former position without right to review or appeal unless terminated for cause.

Section 7. Use of Leave During Probation: Accrued sick leave may be used any time by the probationary employee during the probationary period. Vacation leave hours are accrued during the probationary period, but shall be available for use upon completion of 1 year of service unless otherwise approved by the City Manager.

CHAPTER XIII
ATTENDANCE AND LEAVES

Section 1. Attendance: Full-time employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leave. Absence of any employee without leave may result in disciplinary action, including discharge.

Section 2. Vacation Leave: Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation may be used for sick leave upon request of the employee and with approval of the City Manager.

(a) Employees shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned; however, vacation allowance shall be available for use after one year by a probationary employee.

(b) All Full-time employees accrue vacation as follows:

Years of Service Completed	Vacation Days Accrual
0 – 3	5/6 day per month
3	1 day per month
5	1 1/4 days per month
10	1 2/3 days per month

(c) Maximum Accrual: Employees shall be permitted to accumulate a maximum of 40 days of vacation leave or the maximum amount accumulated in a two-year period of employment, whichever is less. Employees who have accumulated the maximum amount of vacation leave shall accrue no further vacation leave until they use sufficient leave to fall below the maximum that may be accumulated.

(d) Waiver of Maximum Accrual: A waiver must be requested by the employee and approved by the City Manager, for a period not to exceed thirteen (13) pay periods per fiscal year. If, at the end of the waiver period the maximum accrual amount is exceeded, vacation accrual for the affected employee will stop. No further vacation time will be accrued until the employee's vacation leave balance is below the maximum accrual amount. In the event that the failure to utilize vacation past the thirteen pay period waiver is due to the City's inability to allow an employee to take vacation (as opposed to an employee's delay and/or failure to request vacation time off), the employee may, with City Manager authorization, continue to accrue vacation.

(e) Vacation Leave Cash Out Option: In December of each year, if an employee has over two weeks of accrued vacation after using accrued vacation leave for one week (37.5 hours) of vacation during the calendar year, he or she may "cash out" up to two weeks of the accrued vacation (75 hours) at his or her base rate of pay.

(f) The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay.

(g) The time during a calendar year at which an employee may take his or her vacation shall be determined by the City Manager with due regard for the wishes of the employee and particular regard for the needs of the City.

(h) All vacation leave requests shall be made with as much advance notice as possible, and prior approval must be given by the City Manager. When circumstances warrant and advance notice is impractical, the City Manager may approve the use of vacation leave for emergency absences. If an employee does not request time off in advance and simply does not show up for work, the City Manager may deny the use of vacation time or any leave accruals, and said employee may be subject to disciplinary action.

(i) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

(j) Employees who terminate or retire shall be paid for all accrued vacation leave earned at their base rate of pay at the time of their separation of employment.

(k) Employees on Unpaid Leave: Employees on Unpaid Leave do not accrue Vacation Leave.

(l) Employees not Eligible for Vacation: All part-time employees including temporary, emergency, and seasonal part time, do not accrue Vacation Leave.

Section 3. Paid Sick Leave: Employees who are hired to work at least thirty days are eligible for California Paid Sick Leave.

Paid Sick Leave may be taken for below prescribed purposes:

1. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or

2. To attend legal proceedings, or to obtain medical treatment, counseling, or other victims' services for domestic violence, sexual assault, or stalking.

A "family member" for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild, and sibling. Additionally, Paid Sick Leave may be used for an employee who is a victim of domestic violence, sexual assault, or stalking.

Accrual: Employees shall accrue one day of sick leave (7.5 hours) with full pay for each month of service. Sick leave shall be available for use the first day following the payroll period in which it is earned. If the employee does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year, to a maximum of 30 days. Separation of Employment: Upon separation of employment (voluntary termination, involuntary termination, retirement, etc.) employees are not entitled to be compensated for unused Paid Sick Leave. However, previously unused paid sick days must be reinstated if an employee separates from employment and then is rehired within one year.

To the extent possible, employees must provide reasonable advance notice of their need for Paid Sick Leave under this policy. If the need is not foreseeable, the employee must provide notice as soon as practicable. Paid Sick Leave under this policy will not constitute a break in service for the purpose of City benefits or seniority.

Minimum Use: The minimum charge against accumulated sick leave shall be fifteen (15) minutes or multiples thereof. Approved sick leave with pay shall be compensated at the employee's base rate of pay.

Notification: Employees should notify the City Manager prior to, or within 45 minutes after the time set for the beginning of his/her regular duties if using paid sick leave. The City Manager may request a certificate issued by a licensed physician or other satisfactory proof of illness if the sick leave extends more than 3 consecutive days.

Violations: Violation of sick leave privileges may result in disciplinary action when in the opinion of the City Manager, the employee has been excessively absent or has abused such privileges. Employees who do not call in within 45 minutes of the start of their assignment may be denied use of sick leave.

Employees on Unpaid Leave: Employees on unpaid leave do not accrue Paid Sick Leave.

Employees may donate accrued paid sick time up to two (2) days per calendar year to other employees in need of additional paid time off to seek medical treatment for themselves. Donation of paid sick time to another employee will only be permitted after that recipient employee has exhausted all other available accrued leave. The donation of paid sick time is strictly voluntary.

Section 4. Occupational Injury or Illness Leave: Whenever a person is compelled to be absent from employment with the City on account of injury or illness arising out of or in the course of that employee's employment as determined by the Workers' Compensation Act, the employee may elect to apply pro-rated accrued sick leave, if any, to such absence to receive compensation of an amount of the difference between the compensation received under the Workers' Compensation Act and that of the employee's regular pay, not to exceed the amount of the employee's earned sick leave. An employee, in such instance, may also elect to use any earned vacation time in like manner after sick leave is exhausted. An employee, in such instance, may also elect to use any earned Floating Holiday hours in like manner after sick leave and earned vacation time is exhausted. Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first twenty-four (24) hours following an occupational injury or illness, if authorized absence is by order of an accepted physician under the Workers' Compensation sections of the California Labor Code.

Section 5. Bereavement Leave: When circumstances are such and the City Manager determines that conditions warrant, full-time employees may be granted up to three (3) days of paid bereavement leave per occurrence following completion of one year of employment in the event of the death of a spouse, domestic partner, child, brother, sister, parent, parents-in-laws, or grandparent.

Section 6. Jury Duty and Witness Leave: If a regular full-time employee is required to serve as a juror, such employee shall receive regular pay less amounts received while actually performing jury service for a period of service not to exceed 10 days of jury service. The City will not pay mileage or other additional expenses incurred by jury duty. Employees will be required to provide a Jury Duty Certification form to their supervisor, to be attached to their time sheet for that time period.

Employees shall be granted leave with pay when subpoenaed to testify as a witness other than as a party or an expert.

Employees absent from work due to jury duty or witness leave must notify the City Manager of the status of their leave daily.

Section 7. California CFRA Leave:

The California Family Rights Act (CFRA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave is twelve (12) weeks within a 12-month period. All employees who have worked at least twelve (12) months in the preceding seven (7) years and have worked at least 1,250 hours within the twelve (12) months preceding the date the leave commences are eligible for CFRA leave.

(a) Reasons for leave: CFRA leave may be used for the following reasons:

(1) To care for or bond with a newborn child.

(2) To care for or bond with a child placed with the employee and/or the employee's registered domestic partner for adoption or foster care.

(3) To care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child, sibling, grandparent, or grandchild) with a serious health condition.

(4) For the employee's serious health condition that makes the employee unable to perform his or her job (except pregnancy, which is covered under PDL and does not run concurrently with CFRA).

(5) For a qualifying military exigency related to the covered active duty or call to covered active duty of a spouse, domestic partner, child, or parent in the United States armed forces.

Eligible employees may take CFRA leave in a single block of time, intermittently, or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member. Employees may choose to use accrued paid sick leave or vacation time with some or all of the CFRA leave.

When seeking leave under this policy, employees must provide the City Manager or Designee with the following: (1) Thirty (30) days' notice of the need to take CFRA leave (if foreseeable), or notice as soon as practicable in the case of unforeseeable leave; (2) Medical certification supporting the need for leave within fifteen (15) calendar days of the company's request for the certification. Failure to do so may result in the delay of the commencement of leave or denial of a leave request; (3) Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work; and (4) A return-to-work release before returning to work if the leave was due to the employee's serious health condition.

The City will maintain health insurance coverage for employees and /or their families when CFRA leave is taken on the same terms as if the employee had continued to work. In some instances, the City may recover premiums paid to maintain health coverage or other benefits for employees and/or their families.

Section 8. California Paid Family Leave: The City participates in a private voluntary disability insurance program that it offers to its employees as a legal alternative to the mandatory State Disability Insurance (SDI). Employees may inquire into this program with the City Manager or Human Resources Director.

Section 9. Pregnancy Disability Leave: A full-time employee is eligible for up to four (4) months of unpaid leave for an actual disability caused by the employee's pregnancy, childbirth, or related medical condition.

(a) During the pregnancy disability leave time, paid leave may be charged to accrued benefit time such as vacation and floating holiday, at the employee's request. In addition, accrued sick leave may be used at the employee's request, in accordance with Section 3.

(b) Health insurance benefits shall continue for the duration of the pregnancy disability leave under the same conditions as if the employee had continued employment. If the employee fails to return to work after the period of leave to which the employee is entitled has expired, the City is entitled to recover the premiums paid on behalf of the employee for maintaining coverage.

(c) The City Manager may require the employee to file a physician's certificate or personal affidavit and to provide reasonable notice of the date the leave will begin and the estimated duration of the leave.

(d) Employees disabled by pregnancy may also take intermittent leave or be provided reasonable accommodation to continue work.

(e) Employees returning from Pregnancy Disability Leave generally are entitled to be reinstated in the same position, subject to certain conditions, and consistent with applicable law.

Section 10. Lactation Accommodation Policy: The City provides accommodations to lactating employees who need to express breast milk during work hours in accordance with applicable law. The City will provide the employee with the use of a room or other location (not a bathroom) to express breast milk that is in close proximity to the employee's work area, shielded from view, and free from intrusion. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

Employees who are nursing have a right to request a lactation accommodation. Such requests may be made verbally or in writing, and should indicate the need for an accommodation in order to express breast milk at work, and should be directed to the City Manager or Designee. The City will promptly respond to such requests and indicate the approval or denial of the break request. The City reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt City operations.

The requested break time should, if possible, be taken concurrently with other scheduled break periods.

The City prohibits any form of discrimination or retaliation against an employee for exercising or attempting to exercise any rights provided by this policy. Any such conduct or other violations of this policy should be reported to the City Manager or Designee. Employees have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in this policy.

Section 11. Election Leave: If a full-time employee does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time, which when added to the voting time available outside of working hours will enable the voter to vote. Regular part-time employees are eligible for election leave based upon hours scheduled to work. No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular work shift, whichever allows for the greatest free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed upon. The employee shall give the City Manager at least two working days' notice that time off for voting is desired.

Section 12. Leave of Absence Without Pay: The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed one (1) month. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. Approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Such leave of absence shall not be counted as a break in service for purposes of satisfying the continuous employment requirement for vacation allowance.

An employee on leave of absence without pay does not accrue sick leave, vacation time, or receive benefits while on leave. Such employee does not lose or forfeit any sick leave or unpaid vacation time that had been accumulated prior to the time being granted.

Section 13. Military Leave: Military leave shall be granted to City employees in accordance with the provisions of current federal and state law.

Section 14. Administrative Leave: At the discretion of the City Manager and in special circumstances, Regular employees may be provided administrative leave without loss in pay or the deduction of other leave accrued.

Section 15. Disability Accommodation: It is the City's policy to comply with the Americans with Disabilities Act (ADA), as well as applicable state and local laws relating to disability issues. The City will not discriminate against any employee with respect to any terms, privileges, or conditions of employment because of his or her physical or mental disability. The City will also reasonably accommodate all employees and applicants with disabilities who are otherwise qualified to safely perform the essential duties of the job unless any such accommodations would impose an undue hardship in the City's operations.

If an employee needs a reasonable accommodation to perform the essential job duties of his or her position, the employee should make the request to the City Manager or Designee. The City believes in an interactive process with the employee to identify and consider possible accommodations that would enable the employee to perform his or her position's essential job duties.

Reasonable accommodation is available to all disabled employees, where his or her disability affects the performance of job functions and when such accommodations would not impose undue hardship. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

CHAPTER XIV
HOLIDAYS

Section 1. Holidays Observed: The City observes the following paid holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (observed the third Monday in January)
3. President's Day (observed the third Monday in February)
4. Memorial Day (observed the last Monday in May)
5. Independence Day (July 4)
6. Labor Day (observed the first Monday in September)
7. Veteran's Day (November 11)
8. Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday including Thanksgiving Day
9. Friday following Thanksgiving Day
10. Christmas Eve (December 24)
11. Christmas Day (December 25)

Holidays which fall on Saturday shall be observed the preceding Friday and holidays which fall on Sunday shall be observed on the following Monday. Paid holidays are only for the observed days.

If an observed holiday falls on an eight and one-half (8.5) hour work day under the 9/75 work schedule, those employees on the 9/75 schedule shall receive eight and one-half (8.5) hours of holiday pay.

If an observed holiday falls on a seven (7) hour workday under the 9/75 work schedule, those employees on the 9/75 schedule shall receive seven (7) hours of holiday pay.

If the holiday falls on a regular day off for that employee, that employee will take the preceding day off.

Section 2. Floating Holiday:

(a) Each full-time employee is allowed eight and one-half (8.5) hours per calendar year, January through December with the approval of the City Manager.

(b) Floating holiday hours are not cumulative and must be used during the above period or said employee will lose the allocated hours.

(c) Each employee must submit a request in advance.

(d) An employee is eligible to use floating holiday hours as they are allocated.

(e) Floating holiday hours may be used in lieu of sick leave only if all other benefit time has been exhausted.

Section 3. Eligibility for Holidays: All employees are eligible for holiday pay except the following:

(a) Seasonal and part-time employees.

(b) Temporary employees.

CHAPTER XV
CHANGES IN EMPLOYMENT STATUS

Section 1. Transfer: An employee may be transferred by the City Manager at any time from one position to another position. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in these rules. No person shall be transferred to a position for which he/she does not possess the minimum qualifications.

Section 2. Promotion: When practicable and consistent with the best interests of the City, vacancies may be filled by promotion. All candidates for promotion must meet the minimum qualifications identified by the City Manager or Designee.

If, in the opinion of the City Manager or Designee, a vacancy in the position could be filled better by an open, competitive recruitment instead of a promotional appointment, he/she shall arrange for an open competitive examination.

Section 3. Demotion: The City Manager may demote an employee whose ability to perform his/her required duties falls below standard. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

Section 4. Suspension: The City Manager may suspend an employee at any time for cause.

Section 5. Reclassification: The City Manager may reclassify a position from one position to another if there has been a gradual accretion or reduction of duties and/or responsibilities over time.

CHAPTER XVI
SEPARATION FROM EMPLOYMENT

Section 1. Job Abandonment: An employee is deemed to have resigned if the employee is absent for three (3) consecutive workdays without prior authorization and without notification during the period of absence. On the second working day of unauthorized absence, the City Manager shall send an overnight letter to the employee's last known address informing the employee that if the employee fails to report to work within one (1) workday, or receive authorization for such absence, the employee will be deemed to have resigned and extending to the employee an informal pre-disciplinary conference. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for absence such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right to appeal if deemed to have resigned as a result of job abandonment.

Section 2. Discharge: An at-will employee may be discharged at any time with or without cause or notice.

Section 3. Lay-off: The City Manager may lay off an employee because of change in duties or organization or shortage of work or funds.

(a) Notification: Employees to be laid off shall be given, whenever possible, at least ten (10) calendar days prior notice.

(b) Order of Layoff: Employees shall be laid off in the inverse order of their seniority and with regard to their responsibilities. Seniority shall be determined based upon date of hire in the position. A lay off out of the inverse order of seniority may be made if, in the City's judgment, retention of special job skills is required.

(c) Re-employment Rights for Laid-off Employees: Regular employees, who have received a satisfactory or better evaluation for the twelve (12) months prior to lay off, have completed their probationary period, and who have been laid off shall be automatically placed on a re-employment list for one year for the classification from which they were laid off.

Section 4. Resignation: An employee wishing to leave City service in good standing shall file with the supervising official at least ten (10) working days before leaving the service, a written resignation stating the effective date and reasons for leaving. Failure to give such notice shall mean the employee did not terminate in good standing, unless the City Manager has waived the two-week notice requirement. Failure to comply with this Chapter shall be entered on the service record of the employee and be cause for denying future employment by the City. A resignation becomes final when accepted by the City Manager and only at the City Manager's discretion can be withdrawn.

Section 5. Reinstatement: A regular employee who has resigned, or has otherwise been separated while in good standing, may be considered for reinstatement by the City Manager, to a position in the former employee's same or comparable position for a period of two (2) years after resignation or separation provided such a position is vacant and available. The employee shall be reinstated to the salary range and step held at the time of resignation or separation and shall receive a new anniversary date which shall be the first date of employment upon reinstatement. The employee will serve a new probationary period.

CHAPTER XVII
REPORTS AND RECORDS

Section 1. General: The City maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the City's personnel program. Personnel files are the property of the City, and access to the information they contain is restricted.

Section 2. Notifying City of Changes in Personal Information: Each employee is responsible to promptly notify the City Manager or Designee of any changes in relevant personal information, including:

- Mailing address
- Telephone number
- Persons to contact in emergency
- Number and names of dependents

Section 3. Location of Personnel Files: The personnel files will be kept secure and confidential by the City Manager or Designee.

Section 4. Medical Information:

(a) Separate Confidential Files. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with federal and state law.

(b) Information in Medical Files. The City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the City to obtain certain medical information, the employee or applicant may need to sign an authorization for release of employee medical information.

(c) Access to Medical Information. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for City business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

Section 5. References and Release of Information in Personnel Files:

(a) Public Information: Upon request, the City will release to the public information about its employees as required by the Public Records Act. The City will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.

(b) Reference Checks: All requests from outside the City for reference checks or verification of employment concerning any current or former employee must be referred to the City Manager or Designee. Information will be released only if the employee signs an authorization for release of employment information, except that without such authorization, the following limited information will be provided: dates of employment and job title.

Section 6. Employee Access to Personnel File: An employee may inspect his or her own personnel file at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the City Manager or Designee to arrange an appointment. The review must be done in the presence of the City Manager or Designee.

Section 7. Destruction of Records: Personnel files, payroll records, and records relating to personnel recruitment, including correspondence, applications, examinations, and reports will be destroyed according to the City's Records Retention Schedule.

CHAPTER XVIII
GRIEVANCE PROCEDURES

Section 1. Definition:

(a) Grievance: A "grievance" is a written allegation by an employee, submitted as herein specified, claiming violation(s) of the specific express terms of the Employee Handbook and Personnel Policy Manual, or expressing concern relating to an aspect of employment, and for which there is no other specific method of review provided by City law.

(b) Grievant: A grievant is an employee or group of employees adversely affected by an act or omission of the City.

(c) Day: A day is any day the agency is open to the public, that is any day except Saturdays, Sundays, and legal holidays recognized by the City.

Section 2. Procedure:

Step A: Informal Discussion: The grievant shall discuss the controversy with the City Manager on an informal basis in an effort to resolve the situation.

The issue will be considered resolved if not presented to the City Manager within ten (10) working days following the day the event occurred upon which the controversy is based. The City Manager shall respond within five (5) working days following the meeting with the grievant. Failure of the City Manager to respond within such time limit shall entitle the grievant to process the controversy to the next step.

Step B: First Level of Review: If the controversy is not settled at Step A, the grievant may submit the grievance in writing to the City Manager within five (5) working days of the receipt of the grievance response at Step A. Failure of the grievant to deliver the written grievance shall constitute a waiver of the grievance. The City Manager shall meet with the grievant and a written decision and statement of facts and issues shall be rendered to the grievant within ten (10) working days from the date of the written grievance. Failure of the City Manager to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review. If the City Manager is the subject of the grievance the grievance shall be submitted to the Personnel Committee instead of the City Manager.

Step C: Second Level Review: If the grievance is not settled at Step B, the grievant may place the grievance in writing to and present it to the Rolling Hills City Council within five (5) working days of receipt of the Step B grievance response. Failure of the grievant to deliver such written notice shall constitute a waiver of the grievance. The City Council shall hear the grievance at a regular meeting, and a written decision and statement of facts and issues shall be rendered to the grievant. The decision of the City Council shall be final and binding.

Section 3. Reprisals: Employees shall be insured freedom from reprisal for using the grievance procedure.

CHAPTER XIX
DISCIPLINE

Nothing in this Section is intended to alter the at-will status of employment with the City. Consistent with the City's Employment At Will policy, you and the City each have the right to terminate the employment relationship at any time with or without cause and with or without prior notice. As well, the City reserves the right to terminate any employment relationship, to demote, and to otherwise discipline an employee without resort to the below disciplinary procedures.

Section 1. Types of Disciplinary Action:

(a) Oral Warning: A formal discussion with an employee, by the City Manager, about performance or conduct problems, the need for the employee to improve, and what specific improvement is expected. The City Manager shall make a written record of the warning.

(b) Written Reprimand: A formal written notice to the employee regarding performance or conduct problems, the need for the employee to improve, and what specific improvement is expected. The written reprimand goes in the employee's personnel file.

(c) Suspension: Removal of an employee from duty without pay for a specified period.

(d) Reduction in Pay: A reduction in pay from the employee's current salary to a lower salary.

(e) Demotion: A reduction in position title and salary.

(f) Dismissal or Discharge: Separation from employment of an employee for cause.

Section 2. Grounds for Disciplinary Action Involving Regular Employees: Grounds for discipline include, but are not limited to, the following:

(a) Fraud in securing employment or making a false statement on an application for employment.

(b) Incompetency; i.e., the inability to comply with the minimum standard of an employee's position for a significant period of time.

(c) Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his/her position.

(d) Willful disobedience or insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position, or insulting or demeaning any fellow employee.

(e) Dishonesty.

(f) Possession, distribution, sale, use, or being under the influence of alcohol or illegal drugs or narcotics while on duty or while operating a vehicle in the course of City business or potentially dangerous equipment leased or owned by the City.

(g) Excessive absenteeism.

(h) Inexcusable absence without leave.

(i) Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.

(j) The conviction of either a misdemeanor or a felony related to the position held will constitute grounds for dismissal of any employee. The record of conviction will be conclusive evidence of the fact that the conviction occurred. The City Manager may inquire into the circumstances surrounding the commission of the crime in order to support the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere, is deemed to be a conviction within the meaning of this Section.

(k) Discourteous treatment of the public or other employees.

(l) Improper or unauthorized use of City property.

(m) Refusal to subscribe to any oath or affirmation which is required by law in connection with agency employment.

(n) Any willful act or conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the City.

(o) Inattention to duty or negligence in the care and handling of City property.

(p) Violation of the rules and regulations of the City.

(q) Outside employment not specifically authorized.

(r) Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.

(s) The refusal of any officer or employee of the City to testify under oath before any Grand Jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in agency office is involved shall constitute of itself sufficient ground for the immediate discharge of such officer or employee.

(t) Willful violation of any of the provisions of an ordinance, resolution, rule, regulation, or policy prescribed by the City.

(u) Improper political activity. Example: Campaigning for or espousing the election or non-election of any candidate in national, state, county, or municipal elections while on duty and/or during working hours or in City uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform.

(v) Working overtime without authorization.

(w) Possession of weapons on agency property unless authorized.

(x) Making false or malicious statements concerning any employee, the City, or the City's policies or practices.

CHAPTER XX
PERFORMANCE EVALUATIONS AND ANNUAL WORK PLANS

Section 1. General: Performance evaluation is the process of evaluating and recording the performance of each employee. The performance evaluation is best used:

(a) To maintain a high level of efficiency or assist in raising efficiency by commending the employee.

(b) To indicate to the employee those points in which he/she shows weak performance, and suggest the proper means of raising his/her working performance to the standard level.

(c) To inform the employee of good performance.

(d) To encourage better working relationships and mutual understanding by letting the employee know where he/she stands with relation to the City Manager's evaluation of his/her work.

(e) To establish an annual work plan consisting of goals and tasks to be accomplished.

Section 2. Responsibility for Evaluation: The City Manager is responsible for proper preparation of the performance evaluation for each employee. The City Manager should carefully review the complete position description, and the goals and objectives for the employee, if any, before beginning each evaluation, to remind himself/herself of what should be expected from the employee.

Section 3. Discussion with Employee: The performance evaluation must be discussed with the employee. During the interview, as well as in the performance evaluation documentation, special attention should be given to discussing specific ways in which the employee can improve his/her performance. An opportunity should also be afforded to the employee to comment and bring up any questions he or she may have.

Section 4. Schedule: Performance evaluations for probationary employees are to be presented at the end of the first six (6) months, and after the first twelve (12) months, to correspond to the completion of the one year probationary period. After the probationary evaluation, an evaluation should be done on an annual basis on the employee's anniversary date.

Section 5. Appeal Procedure: It is the intent of the City to offer fair and equitable appeals procedures for employees' performance evaluations. Below are the official guidelines.

(a) Employee and City Manager meet to review and discuss the employee's performance evaluation.

(b) The employee may respond in writing to the contents of the evaluation. The employee must submit this response to the City Manager within ten (10) working days immediately following receipt of the evaluation. The decision shall be rendered in writing within fifteen (15) working days by the City Manager, and the decision of the City Manager shall be final.

Section 6. Exceptional Performance Recognition: Based on fiscal year finances and Council approval, the City Manager is provided a pool of funds to recognize an employee's exceptional performance. Annually, the City will endeavor to budget a 5% increase in salaries. The amount of funds potentially available in the bonus pool is the difference between the CPI adjustment provided to staff in July (see Chapter V) and 5%. An employee can be given exceptional performance recognition of no more than the difference between the CPI and 5% as a one-time check, gift card, or item (the recognition, in other words, does not become part of the employees' salary) for exceptional performance during the prior fiscal year. The recognition will require the City Manager to document and justify the action.

CHAPTER XXI
VEHICLE USE

Section 1. Use of Private Vehicles: Private automobiles are not to be used for the City business except as authorized. The City Manager may authorize such use at the reimbursement rate equal to that set forth by the Internal Revenue Service. Payments shall be based upon the most direct route to and from the destination and garage and parking expenses shall be paid in addition to the current rate, upon submission of paid receipts within the fiscal year of the trips. To receive mileage reimbursement, the employee must acknowledge and be in compliance with the City's Vehicle Use Policy.

Section 2. Auto Allowance: Select employees will receive a monthly car allowance. This stipend will be in lieu of any mileage reimbursement and is intended to cover all actual expenses incurred. If additional garage, parking, and other related auto expenses are incurred above the monthly allowance, they are reimbursable.

CHAPTER XXII
PROFESSIONAL DEVELOPMENT

Section 1. Training: The City Manager and employees of the City are eligible to request specialized training in the form of symposiums, special courses, forums, professional association meetings, professional development courses, etc., at the City's expense. The City retains the sole authority to approve or deny requests for specialized training.

CHAPTER XXIII

EMPLOYEE STANDARDS OF CONDUCT

Section 1. Code of Ethics:

(a) Each officer, official, and employee has an obligation to the residents, to the people's elected representatives, and to fellow employees to meet the highest ethical and professional standards and to enhance the public's respect and trust for the City government and its operations.

(b) Employees of the City have responsibilities unique from their counterparts in the private industry. Employment with the City carries an obligation of personal integrity and conduct that serves to establish public respect, confidence, and trust.

(c) Employees represent the City of Rolling Hills and the quality of City service is judged through their performance and conduct. The residents of Rolling Hills have the right to expect that City employees will provide services in an efficient, thorough, and courteous manner.

(d) The City, as a condition of employment, expects to receive from the employee:

(1) Initiative and a conscientious effort to perform productive work.

(2) Cooperative, positive, responsive, and courteous relations with fellow employees, supervisors, subordinates, and the public.

(3) A continuous effort to strive for greater knowledge and skill on the job in order to maintain performance at a high level.

(4) Compliance with all policies, regulations, rules of conduct, and ordinances established by the City.

(5) Responsible work habits demonstrated by:

a. Dependability, promptness, reliable attendance, and performing required duties competently,

b. Keeping informed of developments and matters affecting job performance,

c. Being flexible and adaptable to change,

d. Accepting constructive suggestions and criticism.

(6) Neat and clean grooming and attire appropriate to the job assignment.

a. Work days

Appropriate dress shall be professional and business casual, representative of an office environment and appropriate for meetings and interaction with the public.

b. Other

As appropriate for the position, the employee is required to have shoes and clothing for meetings in the field, visits to construction sites, and walking on trails.

(7) Support in principle of the ICMA (International City/County Management Association) Code of Ethics and related tenants.

No employee will accept a fee, compensation, gift, payment of expenses, or any other thing of monetary value in any circumstances in which acceptance may result in or create the appearance of any one or more of the following:

1. Use of public office and/or employment for personal or private gain.
2. Preferential treatment of any person.
3. Loss of complete independence or impartiality.
4. Making a City decision outside of official channels.
5. Reduction of public confidence in the integrity of City government and/or its employees.
6. Impeding government efficiency or economy.

Section 2. Policy Against Harassment, Discrimination, and Retaliation

The City strictly prohibits and has “zero tolerance” for discrimination and harassment in any phase of the employment, including but not limited to recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. This includes sexual harassment (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race, color, religion, religious creed (including religious dress and religious grooming practices), sex, national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault, or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by federal, state, or local laws.

Discrimination and Harassment Defined. Discrimination and harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex or membership in one of the above-described protected classifications, and: (1) Submission to the offensive conduct is an explicit or implicit term or condition of employment; (2) Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or (3) The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Examples of Sexual Harassment. For the purpose of clarification, examples of what may constitute prohibited sexual harassment include, but are not limited to, the following:

1. Making unsolicited sexual advances or written, verbal, physical, or visual contact with sexual overtones. (Written examples: suggestive or obscene letters, notes, invitations. Verbal examples: derogatory comments, slurs, jokes, epithets. Physical examples: touching, assault, blocking or impeding access, leering gestures, display of sexually suggestive objects or pictures, cartoons, or posters.)

2. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.)

3. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. (For example, implying or actually withholding support for an appointment, promotion, or change of assignment; suggesting a poor performance report will be prepared; or suggesting probation will be failed.)

4. Engaging in implicit or explicit coercive sexual behavior which is used to control, influence, or affect the career, salary, or work environment of another employee.

5. Offering favors or employment benefits, such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors. (Similar conduct when applied to other protected classes such as race, color, creed, national origin, age, disability, medical condition, religion, sexual orientation, or marital status may constitute harassment and violation of this Policy. For example, racial jokes or degrading comments about age or ethnic background can constitute harassment under this policy). Accordingly, in order to avoid the risk of discipline, such acts should be avoided in all circumstances.

Internal Complaint Procedure. Any applicant or employee who believes that he or she has been the victim of sexual or other prohibited discrimination or harassment by co-workers, supervisors, clients or customers, visitors, vendors, corporate officers, or others must immediately notify the City Manager or Designee of the alleged conduct. If the employee believes that, for any reason, the City Manager is the source of the conduct or is biased, the employee may submit the complaint to the Personnel Committee.

Internal Investigation and Resolution. Following receipt of a discrimination or harassment grievance, the City shall begin an immediate and thorough investigation to determine if sexual or other discrimination/harassment has occurred. The investigation shall be conducted in an impartial manner and all information shall be maintained confidential to the extent possible. After full consideration of all relevant facts and circumstances involving the inquiry, a timely decision will be made by the City and appropriate disciplinary or other action will be taken, up to and including termination of employment.

Prohibition Against Retaliation. Retaliation against anyone for opposing conduct prohibited by the City's anti-discrimination/harassment policies or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by the City, or any authorized governmental agency, is strictly prohibited and may subject the offending person to, among other things, disciplinary action, up to and including termination of employment.

External Reporting. In addition to the City's internal complaint procedure, an employee may file a complaint with the California Department of Fair Employment and Housing (DFEH) or the U.S. Equal Employment Opportunity Commission (EEOC).

Section 3. Injury and Illness Policy

The City of Rolling Hills has an adopted Injury and Illness Policy for the purpose of preventing injury and illness at work. The policy applies to all employees.

Section 4. Information Technology Policy

The City of Rolling Hills has an adopted Information Technology Policy for the purpose of defining inappropriate use of the electronic information, technological equipment (e.g., computers), and technological systems (e.g., email). The policy applies to all employees.

Section 5. Smoking Policy

The City of Rolling Hills is a smoke-free City. Employees are not permitted to smoke within the City limits.

Section 6. Drug and Alcohol Use Policy

The City strictly prohibits its employees from using alcohol or drugs in connection with their employment, as it constitutes a threat to the safe and efficient performance of an employee's duties. At no time shall any employee be under the influence of any controlled drug or alcohol while on the job, including but not limited to marijuana (with, or without, prescription). Please note that, while Proposition 64 (2016) legalized use of recreational marijuana in California, the City still will find a positive test for marijuana as a valid basis for discipline, up to and including termination of employment. (Employees who are taking lawful medications pursuant to a physician's prescription, except in the case of medical marijuana, who has also certified that they may efficiently perform their duties without jeopardizing the health or safety of others will not be considered to have violated this policy for taking such prescription medicine).

Prohibitions. The following conduct is prohibited and may result in discipline, up to and including termination:

1. Using or possessing alcohol or other controlled substances while on duty.

2. Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not

adversely affect the employee's ability to safely operate a vehicle or otherwise perform the employee's job.

3. Reporting for duty or remaining on duty if the employee tests as having a blood alcohol concentration of 0.02 or greater.

4. Reporting for duty or remaining on duty if the employee tests positive for controlled substances (including, but not limited to, marijuana, whether prescribed or not).

5. Refusing to submit to any alcohol or controlled substances test required by this Policy. An employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.02 or greater on a blood alcohol test or tested positively on a controlled substances test. A "refusal to submit" to an alcohol or controlled substances test required by this policy includes, but is not limited to:

- A refusal to provide a urine sample for a drug test;

- An inability to provide a urine sample without a valid medical explanation;

- A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;

- An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;

- Tampering with or attempting to adulterate the urine specimen or collection procedure;

- Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;

- Leaving the scene of an accident without a valid authorization.

Reasonable Suspicion Testing. All employees may be required to submit to an alcohol or drug test if a supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances. Reasonable suspicion alcohol and drug testing will generally be administered within two hours of the observation. If not, the supervisor should provide written documentation as to why the test was not promptly conducted.

Consequences of Failing an Alcohol or Drug Test. A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination, even for a first offense. The City also reserves the right to discipline or terminate an employee convicted of an offense which involves the use, distribution, or possession of illegal drugs. If an employee is not terminated, the employee:

1. Must be removed from performing any job function and immediately placed in an unpaid status.

2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment for his or her alcohol or drug abuse. The City is not required to pay for this treatment.

3. Shall not be returned to his or her former position until the employee submits to a return to duty controlled substance and/or blood alcohol test (depending on which test the employee failed) which indicates and alcohol concentration level of less than 0.02 or a negative result on a controlled substance test.

4. Will be required to submit to unannounced follow up testing and, possibly other conditions if he or she has been returned to his or her position.

Compliance With State and Federal Law. At all times, the City will comply with current applicable state and federal law concerning drug and alcohol testing. Issues or inconsistencies that are not addressed in this policy will be determined by referring to state or federal law and regulations governing drug and alcohol testing. The City reserves the right to make changes to this policy at any time, for the purpose of complying with state and/or federal law or regulation as it exists now or as it may be amended.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge receipt of the City of Rolling Hills Employee Handbook and warrant and represent that I have read and understand the document. I had an opportunity to ask questions and receive clarification from the City regarding conditions of employment, policies, and rules contained in this Handbook. I agree to observe and abide by the conditions of employment, policies, and rules contained in this Handbook.

I understand and agree that my relationship with the City is ‘‘at-will,’’ which means that my employment is for no definite period and may be terminated by me or by the City at any time and for any reason with or without cause or advance notice. I understand that the City retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the City.

I understand and agree that nothing in the Handbook creates or is intended to create a promise or representation of continued employment and that employment at the City is employment “at-will”; employment may be terminated at the will of either the City or myself with or without cause. I understand and agree that the terms of my at-will employment may not be modified or superseded except by the City Council and by written agreement signed by me and the City Manager, that no other employee or representative of the City has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing, approved by the City Council and signed by me and the City Manager.

My signature below certifies that I understand that the foregoing agreement on “at-will” status is the sole and entire agreement between the City and me concerning my employment and the circumstances under which my employment may be terminated. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment. This Handbook supersedes all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the Handbook that I can discuss them with the City Manager’s Designee.

Name	Date

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.F
Mtg. Date: 11/08/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE SUBMITTAL OF THE ENDANGERED SPECIES ACT (ESA) COMPLIANCE MEMORANDUM AND CONSENT TO THE POST CONSTRUCTION REPORTING AS REQUIRED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE EASTFIELD DRIVE ELECTRIC UTILITY UNDERGROUNDING GRANT PROJECT NUMBER 4382-177-07.

DATE: November 08, 2021

BACKGROUND:

In April 2019, the City submitted the Eastfield Drive Electric Utility Undergrounding project for funding by FEMA/California Governor's Office of Emergency Services (CalOES). The City's grant application requested $1,972,500 of grant funds to underground electric utility infrastructure along Eastfield Drive. The grant provision requires a local match of 25% or $657,500 for this project.

Since the grant application was submitted in 2019, the granting and program agencies has requested additional information on the project. In December 2019, CalOES requested duplicates of application forms. In December 2020, FEMA requested technical information to the project. In 2021, FEMA conducted site visits of the project locations. In November 2021, FEMA informed City staff that the Environmental and Historic Preservation (EHP) of the agency received the Endangered Species Act (ESA) review form signed by the U.S. Fish and Wildlife Services (USFWS).

DISCUSSION:

Per the USFWS' evaluation of the City's grant project, if FEMA awards the requested grant funds to the City, the City is required to implement applicable General Avoidance and Minimization Measures (AMMs) and Species-Specific Conservation Measures (CMs) for the duration of the proposed project. FEMA is requesting that the City acknowledge and confirm receipt and understanding of the ESA compliance requirements by signing the ESA Review Form. Accordingly, FEMA is also requesting that the City conduct monitoring and submit reporting post construction of the project per the requirements of the FEMA Programmatic Biological Opinion (PBO) with the USFWS and the National Marine Fisheries Services (NMFS).

FISCAL IMPACT:

The submission of the requested documents to FEMA would provide the opportunity for the City to receive $1,972,500 of grant funds for electric utility undergrounding along Eastfield Drive with a local match of $657,500. The grant funds would offset General Funds for the proposed project. There is no fiscal impact to submitting the requested documents to FEMA.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Eastfield Drive Electrical Utility Undergrounding.pdf
ESA Compliance Package Transmittal Letter_Rolling Hills 4382-177-07.pdf
4382-177-07_RollingHills_ESAReviewForm_ForSignature.pdf
Copy of FEMA_Post-construction_Notification_Reporting_Form-1.pdf
Final USFWS-Carlsbad PBO to FEMA (05.31.2019).pdf

DR-4382-0177 Eastfield Drive Electrical Utility Undergrounding

TABLE OF CONTENTS

HAZARD MITIGATION GRANT PROGRAM
PROJECT SUBAPPLICATION

DISASTER NUMBER:	DR-4382
JURISDICTION NAME:	City of Rolling Hills
PROJECT TITLE:	Eastfield Drive Electrical Utility Undergrounding
PROJECT NUMBER:	0177

PROJECT NUMBER IS THE CONTROL NUMBER RECEIVED AT TIME OF SUCCESSSFUL NOI SUBMITTAL

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

HAZARD MITIGATION GRANT PROGRAM (HMGP)
INTRODUCTION

INTRODUCTION

As a result of the declaration of a major federal disaster, the State of California is eligible for HMGP funding. The State has established priorities to accept project subapplications from subapplicants state-wide, state agencies, tribal governments, local governments, and Private Non-Profits.

Hazard mitigation activities are aimed at reducing or eliminating future damages. Activities include cost effective hazard mitigation projects and hazard mitigation plans approvable by the Federal Emergency Management Agency (FEMA).

HMGP is successful in meeting the FEMA requirements to qualify as an Enhanced State Hazard Mitigation Plan (ESHMP) state. ESHMP accreditation has resulted in additional millions of dollars available for local agencies' hazard mitigation plan and project funding. In order to maintain ESHMP status, further information is requested by FEMA. This information is requested as a means of assessing the pro-activity of your community or agency.

PUBLIC ASSISTANCE

HMGP does not fund repairs for damages that result after a disaster. If your project is aimed at repairing a damaged facility resulting from a federally declared disaster, contact the Public Assistance (PA) Program at disasterrecovery@caloes.ca.gov.

TIME EXTENSIONS

Time extensions may be requested, and will be approved or denied on a case-by-case basis. To request additional time to submit a subapplication, send an email to the HMA@caloes.ca.gov mailbox. The subject line must include: "Subapplication Time Extension Request (include Disaster Number and Project Control Number)". The body of the message must include justification and specific details supporting why more time is needed and how much additional time is requested.

QUESTIONS

Submit all HMGP subapplication questions to the following mailbox: HMA@caloes.ca.gov

HAZARD MITIGATION GRANT PROGRAM
REGULATIONS

REGULATIONS

Federal funding is provided under the authority of the Robert T. Stafford Emergency Assistance and Disaster Relief Act (Stafford Act) through FEMA and the California Governor's Office of Emergency Services (Cal OES). Cal OES is responsible for identifying program priorities, reviewing subapplications and forwarding recommendations for funding to FEMA. FEMA has final approval for activity eligibility and funding.

The federal regulations governing HMGP are found in Title 44 of the Code of Federal Regulations (44CFR), Part 201 (Planning) and Part 206 (Projects) and in Title 2 of the Code of Federal Regulations (2CFR), Part 200 (Uniform Administrative Requirements).

The Council on Environmental Quality (CEQ) has developed regulations to implement the National Environmental Policy Act (NEPA). These regulations, as set forth in Title 40, Code of the Federal Regulations (CFR) Parts 1500-1508, require an investigation of the potential environmental impacts of a proposed federal action, and an evaluation of alternatives as part of the environmental assessment process. The FEMA regulations that establish the agency-specific process for implementing NEPA are set forth in 44 CFR Part 10. FEMA will lead the NEPA clearance process.

The subapplicant is responsible for complying with the regulations set forth in the California Environmental Quality Act (CEQA) (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000–15387) and any other state/local permits or requirements.

FEMA GUIDANCE

FEMA requires that all projects adhere to the Hazard Mitigation Assistance Unified Guidance 2015.

HAZARD MITIGATION GRANT PROGRAM
ELIGIBILITY CHECKLIST

Before completing the subapplication, review the following HMGP eligibility checklist to ensure project meets the requirements for HMGP funding.

☒ **Construction/Ground Breaking:** No construction or ground breaking activities are allowed prior to FEMA approval. HMGP does not fund projects that are in progress or projects that have already been completed.

☒ **Approved Notice of Interest:** Subapplicant must have an approved Notice of Interest (NOI) to submit a subapplication for HMGP funding. Only activities approved through the NOI process can be submitted for HMGP funding consideration.

☒ **Scope of Work:** The project scope of work (SOW) must be consistent with the SOW provided in the approved Notice of Interest (NOI).

☒ **Benefit Cost Analysis:** Benefit Cost Analysis (BCA) Toolkit Version 5.3.0 must be used to conduct the BCA. FEMA will only consider subapplications that use a FEMA-approved BCA methodology. Documentation to support BCA must be included in subapplication. Projects with a benefit cost ratio (BCR) of less than 1.0 will not be considered. BCA will be verified by FEMA and Cal OES upon subapplication submittal. 5% Initiative Projects do not need a BCA.

☒ **Subapplicant Eligibility:** Subapplicant must be an eligible State Agency, Local Government (City, County, Special Districts), Federally Recognized Tribe or Private Nonprofit (PNP) Organization. PNP is defined as private nonprofit educational, utility, emergency, medical, or custodial care facility, facilities providing essential governmental services to the general public and such facilities on Indian reservations (see 44 CFR Sections 206.221(e) and 206.434(a)(2)).

☒ **LHMP/MJHMP:** Subapplicant must have a FEMA approved and adopted Local or Multi Jurisdictional Hazard Mitigation Plan (LHMP or MJHMP) to be eligible for HMGP funding. If a jurisdiction has its own governing body, jurisdiction must be covered under its own plan. LHMP's/MJHMP's expire five years after FEMA approval. Failure to update plan before expiration date may cause project deobligation.

☒ **Cost Share:** Local funding match of 25% of the total project cost is required by the subapplicant. HMGP matching funds must be from a non-federal source. State does not contribute to local funding match.

☒ **Period of Performance:** Projects must be completed (including close-out) within the 36 month Period of Performance (POP). POP begins upon FEMA approval of the subapplication.

HAZARD MITIGATION GRANT PROGRAM
ELIGIBILITY CHECKLIST
(continued)

☒ **Complete Subapplication:** Failure to include all required documentation will delay the processing of your subapplication and may result in denial of project. The SOW, cost estimate, cost estimate narrative, work schedule and BCA must accurately mirror each other to be considered for funding. The budget narrative must include a detailed description of every cost estimate line-item, including the methodology used to estimate each cost.

☒ **Regulations:** Subapplications that are inconsistent with state and federal HMGP regulations, or do not meet eligibility criteria will not be considered.

☒ **Duplication of Programs:** HMGP funding cannot be used as a substitute or replacement to fund activities or programs that are available under other federal authorities, known as Duplication of Programs (DOP).

☒ **Time Extensions:** Unless a time extension has been approved before the deadline, subapplications must be postmarked by the applicable deadline to be considered for funding.

☒ **CEQA Requirement:** The subapplicant is responsible for complying with the regulations set forth in the California Environmental Quality Act (CEQA) (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000–15387). Environmental data is required for project. Environmental review is typically the most time consuming aspect of project funding approval.

STOP **SUBAPPLICANT MUST BE ABLE TO CHECK EVERY BOX TO QUALIFY FOR HMGP FUNDING.**

SUBAPPLICATION FORMAT INSTRUCTIONS

Cal OES requires the following format to be used for all HMGP subapplications. Two complete subapplications must be submitted to Cal OES. Each subapplication must be in separate binders. The first copy is logged and retained for Cal OES records. The second copy will be forwarded to FEMA for review and final determination.

COMPLETE SUBAPPLICATION PACKAGE CONSISTS OF THE FOLLOWING:

☒ **TWO** identical printed subapplications must be provided in 3-ring binders

- Each binder section must be tabbed in the format outlined below
- Each binder must be large enough to hold all of the contents
- The use of additional binders is permitted as needed
- All printed attachments must be clearly titled

☒ **TWO** identical CD-RWs must include functional electronic versions of all documents/attachments

- Attachments must be in one of the following formats: Microsoft Word Version 2007 (or newer), Microsoft Excel or Adobe PDF
- Benefit Cost Analysis (BCA) 5.3.0 must be included in a .zip file format
- All electronic attachments must be clearly titled

ORGANIZATION OF THE BINDER SECTIONS MUST BE TABBED IN THE FOLLOWING FORMAT:

0. Table of Contents
1. Subapplication
2. Scope of Work
3. Designs
4. Studies
5. Maps
6. Photos
7. Schedule (Additional documentation work schedule components, Gantt chart, etc.)
8. Cost Estimate (HMGP Cost Estimate Spreadsheet and cost estimate narrative)
9. Match (Local Match Commitment Letter Template)
10. BCA Report (BCA Version 5.3.0 report and BCA supporting documentation)
11. Maintenance (Project Maintenance Letter Template)
12. Environmental (FEMA's Site Information, Environmental Review and Checklist and all other environmental documentation)
13. Authorization (Agent Resolution Form and Subrecipient Grants Management Assessment Form)
14. Supporting Docs (Any additional supporting documentation)

MAIL OR DELIVER COMPLETED SUBAPPLICATIONS TO:

California Governor's Office of Emergency Services
Hazard Mitigation Grants Program Unit
Attention: HMGP
3650 Schriever Avenue
Mather, CA 95655

PROJECT SUBAPPLICATION FORM

SUBAPPLICANT INFORMATION

1. SUBAPPLICANT: City of Rolling Hills

NAME OF STATE AGENCY, TRIBAL GOVERNMENT, LOCAL GOVERNMENT, PRIVATE NON-PROFIT OR SPECIAL DISTRICT APPLYING FOR FUNDING

2. TYPE:

STATE/LOCAL GOVERNMENT	TRIBAL GOVERNMENT	PRIVATE NON-PROFIT	SPECIAL DISTRICT
☒	☐	☐	☐

3. FIPS #: 06037

IF YOU DO NOT KNOW YOUR FEDERAL IDENTIFICATION PROCESSING SYSTEM NUMBER (FIPS #), REQUEST BY EMAILING THE HMA@CALOES.CA.GOV MAILBOX

4. DUNS #: 018945170

IF YOU DO NOT KNOW YOUR DATA UNIVERSAL NUMBERING SYSTEM (DUNS) #, CALL DUN & BRADSTREET (D&B) @ 1-866-705-5711 FOR INFORMATION

5. COUNTY: Los Angeles

THE NAME OF THE COUNTY WHERE THE PROPOSED PROJECT IS LOCATED

6. POLITICAL DISTRICT NUMBERS:

CONGRESSIONAL:	33
STATE ASSEMBLY:	66
STATE LEGISLATIVE:	26

PROVIDE ONLY THE NUMBERS OF THE POLITICAL DISTRICTS FOR THE SUBAPPLICANT

7. PRIMARY CONTACT:

POINT OF CONTACT FOR YOUR PROJECT. CAL OES WILL CONTACT THIS PERSON FOR QUESTIONS AND/OR REQUESTS FOR INFORMATION

NAME: ☐ Mr. ☒ Ms. **FIRST:** Yolanta **LAST:** Schwartz

TITLE: Planning Director

ORGANIZATION: City of Rolling Hills

ADDRESS: 2 Portuguese Bend Road

CITY: Rolling Hills **STATE:** CA **ZIP CODE:** 90274

TELEPHONE: 310-377-1521 **FAX:** 310-377-7880

EMAIL: ys@cityofrh.net

8. ALTERNATIVE CONTACT:

BACK-UP POINT OF CONTACT FOR YOUR PROJECT. CAL OES WILL CONTACT THIS PERSON IF PRIMARY CONTACT IS UNAVAILABLE

NAME: ☐ Mr. ☒ Ms. **FIRST:** Julia **LAST:** Stewart

TITLE: Senior Planner

ORGANIZATION: City of Rolling Hills

ADDRESS: 2 Portuguese Bend Road

CITY: Rolling Hills **STATE:** CA **ZIP CODE:** 90274

TELEPHONE: 310-377-1521 **FAX:** 310-377-7880

EMAIL: jstewart@cityofrh.net

LOCAL HAZARD MITIGATION PLAN INFORMATION

9. LOCAL HAZARD MITIGATION PLAN (LHMP) REQUIREMENT:

A FEMA approved and locally adopted LHMP is required to receive federal funding for all project subapplication activities. Subapplicants for HMGP funding must have a FEMA-approved Mitigation Plan in place at the time of sub-award. Subapplication will be reviewed to ensure that the proposed activity is in conformance with subapplicant's plan.

A. NAME/TITLE OF YOUR LHMP: Eastfield Drive Electrical Utility Undergrounding

B.

LOCAL **SINGLE** JURISDICTIONAL MULTIHAZARD MITIGATION PLAN:	
DATE SUBMITTED TO CAL OES:	2/11/19
DATE APPROVED BY FEMA:	3/12/19
DATE ADOPTED BY LOCAL AGENCY:	12/29/18

OR

LOCAL **MULTI** JURISDICTIONAL MULTIHAZARD MITIGATION PLAN:	
DATE SUBMITTED TO CAL OES:	
DATE APPROVED BY FEMA:	
DATE ADOPTED BY LOCAL AGENCY:	
LEAD AGENCY:	

C. IF YOUR PROJECT IS REFERENCED IN YOUR LHMP, INDICATE WHERE THE PROPOSED PROJECT CAN BE FOUND; USE N/A FOR NOT APPLICABLE BOXES:

CHAPTER	PART	SECTION	PAGE
n/a	n/a	8	121

STOP **DO NOT INCLUDE A COPY OF YOUR PLAN WITH SUBAPPLICATION.**

D. PROVIDE A SHORT NARRATIVE DETAILING HOW YOUR PROJECT ALIGNS WITH THE RISK AND HAZARD ASSESSMENTS, STRATEGIES, GOALS AND/OR OBJECTIVES OF YOUR PLAN:

The City of Rolling Hills is requesting funding to undergrounding power lines for fire prevention. This project is consistent with state and federal HMGP regulation, and will meet local planning, zoning, building, and all other applicable codes.

The project would underground approximately of 4,735 linear feet of utility lines along Eastfield Drive which is a street that is located in a "Very High Fire Hazard Severity Zone" (designated by the Los Angeles County Fire Department). Many of the properties along the East side of Eastfield Drive slope away from the street, which makes these slopes prone to fires. The total cost of the project is $2,630,000. The City will use Rule 20A Tariff Funds for the local match requirement of $657,500.

COMMUNITY INFORMATION

10. COMMUNITY PARTICIPATION:

A. CHECK BOX(ES) IF YOUR COMMUNITY PARTICIPATES IN ANY OF THE FACTORS BELOW: Select a column appropriate to your type of project. Acronyms include: Community Wildfire Protection Plan (CWPP), California Environmental Quality Act (CEQA), Community Rating System (CRS) Plan and Unreinforced Masonry (URM) Participation.

FIRE	FLOOD	EARTHQUAKE

☐ CWPP, FIRE WIRE, FIRE SAFE	☐ CRS PLAN	☐ SHAKEOUT DRILL PARTICIPATION
☐ CURRENT CEQA ACTIVITY	☐ CURRENT CEQA ACTIVITY	☐ CURRENT CEQA ACTIVITY
☐ DEFENSIBLE SPACE	☐ HYDROLOGY STUDY	☐ URM PARTICIPATION

B. PROVIDE A NARRATIVE DESCRIPTION OF ALL OF FACTORS SELECTED FROM LIST ABOVE:

n/a

C. IS YOUR JURISDICTION REQUIRED TO PROVIDE PUBLIC NOTICE OF THIS PROJECT?

☐ Yes ☒ No If yes, provide details:

PROJECT INFORMATION

11. PROJECT TITLE: Eastfield Drive Electrical Utility Undergrounding

MUST USE THE SAME PROJECT TITLE ORIGINALLY USED IN THE APPROVED NOTICE OF INTEREST (NOI). IF YOU NEED TO CHANGE YOUR PROJECT TITLE, CONTACT CAL OES AT HMA@CALOES.CA.GOV

12. PROJECT LOCATION:

A. IDENTIFY THE COUNTY/COUNTIES WHERE THE ACTIVITY WILL OCCUR:

Los Angeles County

B. LATITUDE/LONGITUDE COORDINATES:

FEMA requires that all projects be geo-coded using latitude and longitude (lat/long) using NAD-83 or WGS-84 datum. The lat/long coordinates must be expressed in degrees including five or more decimal places (e.g., latitude 36.999221, longitude –109.044883).

LATITUDE	LONGITUDE
33.754743	-118.334902

STOP **IF THERE ARE MORE THAN ONE SET OF LAT/LONG COORDINATES, PROVIDE ON SEPARATE DOCUMENT AND ADD TO MAP SECTION OF BINDER.**

C. STRUCTURE COORDINATES:

- For projects that protect buildings or other facilities, provide coordinates for each structure at either the front door of the structure or the intersection of the public road and driveway that is used to access the property.
- For large activity areas, such as detention basins or vegetation management projects, the location must be described by three or more coordinates that identify the boundaries of the project.
- The polygon created by connecting the coordinates must encompass the entire project area.

This project is for the undergrounding of utilities on Eastfield Drive.

D. STAGING AREA:

Describe the project staging area. This is the area where the project equipment, materials and/or debris will be staged. Include a vicinity map with the proposed staging area(s) in the map section of the binder.

Construction staging will be in the roadway easements along Eastfield Drive. The roadway easements are specifically designated for parking. See map for designated locations.

STOP **AERIAL MAP(S) OF STAGING AREA(S) MUST BE INCLUDED IN SUBAPPLICATION.**

E. SEA LEVEL RISE (SLR):

1. Is the risk to the project increased by SLR due to project location and project activity type? Yes ☐ No ☒
2. Was SLR considered and included in the mitigation measures implemented in this project? Yes ☐ No ☒

F. SITE PHOTOS:

☒ A minimum of three ground photos per project site are required. Include in photo section of the binder.

G. MAPPING REQUIREMENTS:

Provide the following mapping elements in the map section of the binder:

☐ If project area has been mapped using GIS software, include the completed Shapefiles on CD-RW.

☒ Include a vicinity map of the general area showing major roads. Aerial photographs may be used as vicinity maps.

☒ Prominently mark the project location on the vicinity map.

☒ Provide a detailed project map that clearly identifies the project boundaries.

☒ Project map must show all lat/long coordinates provided in the project description.

☒ Vicinity map and the project map must both have a north arrow and scale.

DO NOT SEND ROLLED MAPS – MAPS MUST BE FOLDED UNTIL 8.5" x 11" IN SIZE.

H. PUBLIC ASSISTANCE (PA) PROGRAM FUNDING:

List any Public Assistance Disaster Survey Reports (DSR) or Project Worksheets (PWs) that were completed at the project location from previous disasters. List all current engagement with PA for this current disaster and include date(s) if known:

N/A

I. DEED RESTRICTIONS THAT LIMIT FEDERAL FUNDING:

Is there a deed restriction or permanent conservation easement on the property at the project site that would prohibit federal disaster funding (e.g., a previously FEMA funded acquisition of a structure on this property)? If yes, describe in detail.

No

13. PROJECT DESCRIPTION:

A. APPLICATION TYPE:

☒ Project ☐ 5% Activity

5% activities are defined as mitigation actions that are consistent with your local hazard mitigation plan and meet all HMGP requirements, but may be difficult to conduct a standard BCA to prove cost-effectiveness. Examples: early earthquake warning system, back-up generators for critical facilities, public awareness campaign, mitigation specific community outreach activities.

B. PROJECT TYPE:

Select at least one project type; select as many as needed to accurately describe project.

☒ EARTHQUAKE		☒ FIRE		☐ FLOOD		☒ OTHER			
☐	CODE ENFORCEMENT	☒	DEFENSIBLE SPACE	☐	ACQUISITION	☐	CRITICAL FACILITY GENERATOR(S)		
☒	NON-STRUCTURAL	☐	FIRE RESISTANT BUILDING MATERIALS	☐	DRY FLOOD PROOFING	☐	DROUGHT	☐	TSUNAMI
☐	STRUCTURAL	☐	FIRE VEGETATION MANAGEMENT	☐	FLOOD CONTROL	☒	WIND		
☐	NON-STRUCTURAL & STRUCTURAL	☐	SOIL STABILIZATION	☐	ELEVATION	☐	OTHER:		
☐	CLIMATE RESILIENCY MITIGATION ACTION (CRMA): Projects that mitigate risk through restoration of the natural environment								

C. DESCRIBE PROBLEM/HAZARDS/RISKS:

Describe the problem this project is attempting to solve and the expected outcome. Describe the hazards and risks to life, safety and any improvements to property in the project area for at least the last 25 years. Describe in detail how the project reduces hazard effects and risks.

The City of Rolling Hills is designated as a Very High Fire Hazard Severity Zone by the Los Angeles County Fire Department (see Maps section). The City has historically been subject to fires/wildfiles threatening loss of life and property, and with the City's aging population and lack of dual street egress, the risk of loss is increased. These fires are primarily caused by one of the following three events and are typically exacerbated by the winds which impact the City regularly:

-Nature: Wildlife (squirrels, raccoons, rodents) interfering with power lines causing a transmitter spark and immediately following, catching surrounding vegetation and trees on fire;

-Equipment: Transmitter sparks and catches fire to any surrounding vegetation and trees; and

-Natural or Human: Wildfires created by natural (lightning strikes, earthquake ground shaking, or other) or human causes in the abutting Portuguese Bend Reserve. The natural vegetation (which is left untended in the Reserve) creates significant fuel and causes any fire to burn quickly and at a higher intensity. Earthquake ground shaking can topple wooden utility poles and cause arcing lines resulting in fires near property, people, and animals.

This project will solve multiple issues for the City. The location of the project is Eastfield Drive. Currently, Eastfield Drive is a long, winding street on the east side of the City. Many of the properties along the East side of Eastfield Drive slope away from the street, and these slopes are prone to fire. Eastfield Drives touches one adjacent city and is the only egress on that side of the City. Of the last twenty (20) poles removed, it was determined that:

- 9 were over 50 years old, installed between 1948 and 1969.
- 1 was installed in 2006
- 10 were installed between 2013 and 2016

The trees which line the street intertwine dangerously with the utility wires, and due to the trees' growth patterns, it has been nearly impossible to keep the wires free and clear for any length of time (see Photos section). Under AB 2911, trees would be subject to severe cutback or removal if they threaten utility lines. However, these trees, as with all trees in the County, are a valuable source of GHG reduction and it is imperative to preserve them.

The City is located in Los Angeles County and sits very close to several active earthquake faults. Los Angeles County is a hotbed of seismic activity with over 50 active and potentially active faulty segments, as well as an underdetermined number of buried faults, and multiple blind-thrust faults. All of these faults are capable of producing severe earthquakes, downing poles and arching transmission, which adds to the threat of fires. As with all communities in the Palos Verdes/Long Beach area, the City of Rolling Hills is located in an especially seismically-active area, even by Los Angeles County standards.

Undergrounding utility lines on Eastfield Drive is an action item found in the City's Local Hazard Mitigation Plan (MH 8) and furthers the plan goals of:
1) Protect Life and Property; and
2) Partnerships and Implementation

The Eastfield Drive Electrical Utility Undergrounding is a one-time project. The project area will have an approximate useful life of more than 100 years. Once complete, this will eliminate the need for future federal or state federal disaster assistance and remove the threat of a fire hazard should the electrical power line be knocked down due to high winds, earthquakes or wildfire. The utility company Southern California Edison (SCE) will be responsible for on-going underground maintenance as prescribed by General Order 165.

D. DESCRIBE RECENT EVENTS THAT INFLUENCED THE SELECTION OF THIS PROJECT:
Describe recent events (e.g. changes in the watershed, discovery of a new hazard, zoning requirements, inter-agency agreements, etc.) that influenced the selection of this project.

The most recent fire in Rolling Hills was in October 2018. The small fire erupted when an animal scurried along the above ground electrical line and touched the transformer. The transformer blew up and the pole caught on fire. At the same moment, a spark fell to the ground and the vegetation and fence adjacent to the pole caught fire. Several feet from the fence was a structure, and it is only due to swift action of a neighbor who notified the Fire Department and took a hose to the fire on the ground to prevent further damage.

Another fire took place between August 27 and 28, 2009. The wildfire burned through approximately 230 total acres. The fire is believed to have originated from wildlife interference and was exacerbated by wind in the Portuguese Bend Nature Reserve in Rancho Palos Verdes where 165 acres were charred. The remaining 65 acres were burned in Rolling Hills. Dozens of homes were threatened and approximately 1,200 residents were forced to evacuate. Although some structures were reported damaged, no homes were lost (City of Rolling Hills Local Hazard Mitigation Plan, pg. 82).

The fall of 2003 marked one of the most destructive wildfire seasons in California history. Between October 21 and November 4, twelve separate fires raged across Southern California in Los Angeles, Riverside, San Bernardino, San Diego, and Ventura counties. The massive "Cedar Fire" in San Diego County alone consumed 2,800 homes and burned over a quarter of a million acres. Altogether over 739,597 acres burned; 3,631 homes, 36 commercial properties, and 1,169 outbuilding were destroyed; 246 people were injured;

and 24 people died, including one firefighter. At the height of the siege, 15,631 personnel were assigned to the fight the fires (State of California, "Governor's Blue-Ribbon Panel Fire Commission Report to the Governor," 2004).

Four years after the "Fire Siege of 2003" in 2007, again in the late October, Southern California experienced an unusually severe fire weather event characterized by intense, dry, gusty Santa Ana winds. The weather event drove a series of destructive wildfires that took a devastating toll on people, property, natural resources, and infrastructure. Although some fires burned into early November, the heaviest damage occurred during the first three days of the siege when the winds were the strongest.

During this siege, 17 people lost their lives, 10 were killed by the fires outright, three were killed while evacuating, four died from other fire siege related causes, and 140 firefighters, and an unknown number of civilians were injured. A total fo 3,069 homes and other buildings were destroyed, and hundreds more were damaged. Hundreds of thousands of people were evacuated at the height of the siege.

The fires burned over 500,000 acres, including populated areas, wildlife habitat, and watershed. Portions of the electrical power distribution network, telecommunications systems, and even some community water sources were destroyed. Transportation was disrupted over a large area for several days, including numerous road and highway closures.

Both the Governor of California and the President of the United States toured the ongoing fires. Governor Schwarzenegger proclaimed a state of emergency in seven counties before the end of the first day. President Bush quickly declared a major disaster. While the total impact of the 2007 fire siege was less than the disastrous fires of 2003, it was unquestionabley one of the most devasting wildfire events in the history of California. Source: http://www.fire.ca.gov/fire_protection/downloads/siege/2007/Overview_Introduction.pdf.)

Contributing factors to the severity of the fires is the weather and winds. The winds that are commonly referred to as the "Santa Ana" winds occur during the fire season which is typically from June to November. This "fire weather" that is characterized by hot dry weather and high winds, result in low fuel moisture in vegetation. The most severe fire protection problem in the area is wildland fire during Santa Ana wind conditions. Fire is at its peak of danger in the City of Rolling Hills during the late summer and fall months, especially when Santa Ana weather conditions prevail. Plant fuels pose the greatest threat during this period are those located on the south-facing slopes.

E. SCOPE OF WORK (SOW):

STATE EXACT SOW DOCUMENT TITLE: Eastfield Drive Electrical Utility Undergrounding

1. Describe the entire SOW of the project in clear, concise, ample detail.
2. Must provide a thorough description of **all tasks and activities** to be undertaken.
3. Must be written in sequential order from start to finish of the project.
4. Describe any land acquisition activities, and/or right-of-way or access easements that need to be obtained.

5. If structural, discuss how the structure/building/facility will be constructed or retrofitted.
6. Include building or structure dimensions, material types, depth and width of excavations, volume of materials excavated, type of equipment to be used, staging and parking areas, and any phasing of the project.
7. If any tunneling is proposed, describe the method and any temporary trenches or pits.
8. Describe any demolition activities that need to occur prior to construction or retrofitting.

STOP ☒ **INSERT THIS DOCUMENT IN THE SOW SECTION OF THE BINDER.**

F. HAS YOUR JURISDICTION PREVIOUSLY RECEIVED HMGP FUNDING?

☐ Yes ☒ No ☐ Unknown | If yes, provide disaster number(s):

G. HAS YOUR JURISDICTION RECEIVED ANY OTHER FUNDING?

Describe all other funding received for this project and all other recent projects. Identify the funding source (i.e., Federal, State, Private, etc.).

No

H. RELATED PROJECTS:

Describe any other projects or project components (whether or not funded by FEMA), which may be related to the proposed project, or are in (or near) the proposed project area. FEMA must look at all projects to determine a cumulative effect. FEMA reviews all interrelated projects under NEPA regulations.

The City of Rolling Hills submitted a subapplication to CalOES on September 4, 2018 under DR-4353.

I. HAZARD ANALYSIS TYPE:

Select the hazard(s) below that this project will protect against. Select as many as needed.

☐ BIOLOGICAL	☒ EARTHQUAKE	☐ LAND SUBSISTENCE	☐ TERRORIST
☐ CHEMICAL	☒ FIRE	☐ MUD/LANDSLIDE	☐ TORNADO
☐ CIVIL UNREST	☐ FISHING LOSSES	☐ NUCLEAR	☐ TOXIC SUBSTANCES
☐ COASTAL STORM	☐ FLOOD	☐ SEVERE ICE STORM	☐ TSUNAMI
☒ CROP LOSSES	☐ FREEZING	☐ SEVERE STORM(S)	☐ WINDSTORM
☐ DAM/LEVEE BREAK	☒ HUMAN CAUSE	☐ SNOW	☐ OTHER (describe below):
☐ DROUGHT	☐ HURRICANE	☐ SPECIAL EVENTS	

J. DESIGN PLANS:

☒ If your project requires design plans, plans should be prepared to supplement the SOW and attached in the design section of the binder. If the project involves ground disturbance, (e.g. enlarging ditches or culverts, diversion ditches, detention basins, storm water improvements, etc.) include the following:

1. **Scale:** Plans should be drawn to scale (e.g. 1" to 100' or 1" to 200') depicting the entire land parcel, showing buildings, improvements, underground utilities, other physical features, dimensions and cross sections.
2. **Identification:** Indicate agency name, land owner, civil engineer, soil engineer, geologist, map preparer, and date of map preparation. Also, indicate the name of the project.
3. **Legend/Orientation:** Include a legend explaining all lines and symbols. Identify property acreage and indicate direction with a north arrow (pointing to top or right hand side of the plan).
4. **Dimensions:** Show property lines and dimensions. Also, show boundary lines of project and their dimensions if only a portion of the property is being utilized for the project.
5. **Structures:** Identify all existing and proposed buildings and structures including storm drains, driveways, sidewalks and paved areas.
6. **Utilities:** Indicate names and location of utilities on property (water, sewage, gas, electric, telephone, cable).
7. **Roads/Easements:** Indicate location, names, and centerline of streets and recorded roads. Identify any

utility, drainage or right-of-way easements on the property.

8. **Drainage:** Show the location, width and direction of flow of all drainage courses on site.
9. **Grading/Topographic Information:** Show existing surface contours on-site and bordering the property
10. **Parking:** Show all construction parking and staging areas and provide dimensions.
11. **Cross Sections:** Provide cross sections of proposed buildings, structures or other improvements, and any trenches, temporary pits or catchment basins.

☐ If applicable, provide studies and engineering documentation, including any Hydrology and Hydraulics (H&H) data.

☐ If applicable, provide drawings or blueprints that show the footprint and elevations.

STOP **DO NOT SEND PRINTED COPIES OF DESIGN PLANS, DRAWINGS OR BLUE PRINTS LARGER THAN 8.5' x 11" SIZE. DO NOT SEND ROLLED COPIES (FOLD TO OBTAIN 8.5" x 11" SIZE).**

K. PROJECT ALTERNATIVES:

Identify three project alternatives:

1. ALTERNATIVE #1 – NO ACTION:

Describe the No Action alternative below. The No Action alternative evaluates the consequences of taking no action and leaving conditions as they currently exist.

Based on the history of fires in the City and the surrounding areas in the county that, with no action, the area could expect to suffer further damage, along with possible injury or death. Should there be a wildfire or an earthquake that brings down a utility pole or perhaps even a spark near a tree has the potential to start a wildfire.

2. ALTERNATIVE #2 – PROPOSED ACTION:

Describe the Proposed Action alternative below. The Proposed Action alternative is the proposed project to solve the problem. Explain why the proposed action is the preferred alternative. Identify how the preferred alternative will solve the problem, why the preferred alternative is the best solution for the community, why and how the alternative is environmentally preferred and why the project is the economically preferred alternative.

Undergrounding reduces the risk of overhead electrical utility wires being downed and causing a wildfire. In addition, should a wildfire disaster take place, the wires would be relocated underground, and the residents would be far less likely to lose essential electrical and communications services. The biggest challenge to undergrounding wires is the cost. Estimates for utility burial can range from $500,000 to $3 million per mile, in comparison to $120,000 per mile per the erection of overhead lines. The cost is high due to the expense of burying the utility wires in conduits, which is the best method of burying wires to ensure reliability and facilitate repairs. Additional technology is required to maintain underground lines. Coordinating the burial of several utility wires, such as from telephone and cable television wires that rely on the use of poles, is another expense, but necessary for the overall benefit. Due to these reasons, the City reviewed the alternatives to undergrounding the power lines.

3. ALTERNATIVE #3 – SECOND ACTION ALTERNATIVE:

Describe the Second Action alternative below. The Second Action alternative described must also solve the described problem. State why this alternative wasn't chosen. It must be a viable project that could be substituted in the event the proposed action is not chosen.

Reduction- The fewer wires that contact the ground after an earthquake, the reduced risk of fire. One of the easiest ways to reduce wires is to consolidate lines along one side of the roadway on a single pole and wrap them. Although the City could employ this alternative, such an alternative would not reduce the risk of fire by any significant margin to justify the expense.

Relocation of Wires- The City of Rolling Hills could work with the local utility company to move wires and poles to areas that offer minimal fire hazards. Such an alternative has limited use in Rolling Hills. Since the community is purely residential, there are few areas that offer lower potential fire hazards than others. Even if the wires are moved, nearby structures would continue to lie in the high voltage wires' path.

COST ESTIMATE INFORMATION

15. HMGP COST ESTIMATE SPREADSHEET:

A. COST ESTIMATE INSTRUCTIONS:

☒ **Using the HMGP Cost Estimate Spreadsheet, provide a detailed cost estimate breakdown.**

- Cost estimate describes the anticipated costs associated with the SOW for the proposed mitigation activity. Cost estimates must include detailed estimates of cost item categories.
- Only include costs that are directly related to performing the mitigation activity. If additional work, such as remodeling, additions, or improvements are being done concurrently with the mitigation work, do not include these costs in the submitted budget.
- Documentation that supports the budget must be attached to the subapplication in the budget section of the binder.
- Total costs must be consistent with the requested federal share plus the matching funds and must be consistent with the project cost in the Benefit Cost Analysis (BCA), SOW and work schedule.

HMGP COST ESTIMATE SPREADSHEET EXAMPLE

#	ITEM NAME	Unit Qty	UNIT	UNIT COST	COST EST TOTAL
1.	Pre-Award Costs: Develop BCA	4	HR	$150	$600
2.	Temp. Inlet Filter Rolls	4	EA	$250	$1000
3.	Temp. Fiber Roll	1850	LF	$3	$5550
4.	Hydraulic Mulch	1000	SQYD	$2	$2000
5.	Plane Asphalt Concrete Pavement	650	SQYD	$22	$14300
6.	Street Sweeping for 30 days	30	EA	$350	$10500
7.	Roadway Excavation	70	CY	$40	$2800
8.	Aggregate Base, Class 2	210	CY	$75	$15750
9.	Remove Concrete Pavement	650	SQYD	$340	$10540
10.	Asphalt Concrete, Type B	180	TON	$150	$27000
11.	Asphalt Concrete, Leveling	10	TON	$300	$3000
12.	Asphalt Concrete Dike, Type A	235	LF	$15	$3525
13.	Asphalt Concrete Dike, Type F	125	LF	$8	$120
14.	Place Asphalt Concrete	15	SQFT	$8	$120
15.	18" Corrugated Steel Pipe Riser	5	LF	$125	$625
16.	24" Reinforced Concrete Pipe	275	LF	$170	$46750
17.	84" Reinforced Concrete Pipe Install	572	LF	$400	$228800
18.	Precast Triple Concrete Box Culvert	44	LF	$1500	$66000
19.	Curb Inlet - Type B-1 (L=9')	1	EA	$6000	$6000
20.	Curb Inlet - Type B-1 (L=13')	1	EA	$6300	$6300
21.	Curb Inlet - Type B-1 (L=15')	1	EA	$6800	$6800
22.	Storm Drain Cleanout - Type A-8	3	EA	$7500	$22500
23.	8" PVC Sewer	89	LF	$100	$8900
24.	Cellular Block (Precast)	4100	SQFT	$20	$82000
25	Project Identification Sign	2	EA	$1000	$2000
				Total Project Cost Estimate:	$573480

B. INELIGIBLE COSTS:

The following are ineligible line items:

- Lump Sums
- Contingency Costs
- Miscellaneous Costs
- "Other" Costs
- Indirect Charges
- Overhead Costs
- Cents (must use whole dollar amounts, round unit prices up to whole dollars)

C. PRE-AWARD COSTS:

Eligible pre-award costs are costs incurred after the disaster date of declaration, but prior to grant award. Pre-award costs directly related to developing the application may be funded.

- Developing a BCA
- Preparing design specifications
- Submission of subapplication
- Gathering environmental and historic data
- Workshops or meetings related to development

Subapplicants who are not awarded funds will not receive reimbursement for pre-award costs.

D. COST ESTIMATE NARRATIVE:

FEMA requires a cost estimate narrative that explains all projected expenditures in detail. The cost estimate narrative is intended to mirror the cost estimate spreadsheet and should include a full detailed narrative to support the cost estimates listed in the HMGP Project Cost Estimate Spreadsheet. If your cost estimate includes City, County, or State employees' time (your agency), include personnel titles and salary/hourly wages plus benefits for a total hourly cost. Detailed timesheets must be retained.

☒ Title the document "Cost Estimate Narrative" and include in the budget section of the binder.

16. FEDERAL/NON-FEDERAL SHARE INFORMATION:

A. FUNDING RESTRICTIONS:

There is no restriction or cap on the federal share that may be requested for each project subapplication. FEMA will contribute no more than 75 percent of the total project cost. A minimum of 25 percent of the total eligible costs must be provided from a non-federal source. State does not contribute to local cost share.

For example: for a $10,000,000 total project cost, the federal requested share (75 percent) would be $7,500,000. The non-federal match share (25 percent) provided would be $2,500,000.

*The sum of the federal and non-federal shares must equal the total project cost.

*The federal share **MUST NOT** exceed 75 percent.

B. TOTAL PROJECT COST ESTIMATE:

Enter total cost formulated on HMGP Cost Estimate Spreadsheet

$2,630,000
ENTER $ IN BOX ABOVE

FEDERAL SHARE (75% MAXIMUM)	REQUESTED AMOUNT:	$1,972,500
		ENTER $ IN BOX ABOVE
	PERCENTAGE AMOUNT:	75%
		ENTER % IN BOX ABOVE

NON-FEDERAL SHARE (25% MINIMUM)	REQUESTED AMOUNT:	$657,500
		ENTER $ IN BOX ABOVE
	PERCENTAGE AMOUNT:	25%
		ENTER % IN BOX ABOVE

STOP

VERIFY ALL AMOUNTS ENTERED ARE ACCURATE.

INCORRECT AMOUNTS WILL DELAY PROCESSING OF YOUR SUBAPPLICATION.

C. NON-FEDERAL MATCH SOURCE: MATCH COMMITMENT LETTER:

☒ Use the Local Match Commitment Letter Template to complete this section and add completed letter to the match section of the binder.

- A signed Match Commitment Letter must be provided on agency letterhead.
- The non-federal source of matching funds must be identified by name and type.
- If "other" is selected for funding type, provide a description.
- Provide the date of availability for all matching funds .
- Provide the date of the Funding Match Commitment Letter.
- The funds must be available at the time of submission unless prior approval has been received from Cal OES.
- If there is more than one non-federal funding source, provide the same information for each source on an attached document.
- Match funds must be in support of cost items listed in the cost estimate spreadsheet.
- Requirements for donated contributions can be found in 2 CFR 200.306.

BENEFIT/COST EFFECTIVENESS INFORMATION

17. BENEFIT/COST EFFECTIVENESS INFORMATION

A. BCA INSTRUCTIONS:

FEMA will only consider subapplications from subapplicants that use a FEMA-approved methodology to conduct the Benefit Cost Analysis (BCA). BCA must be legible, complete and well-documented.

- Project BCAs must demonstrate cost-effectiveness through a Benefit Cost Ratio (BCR) of 1.0 or greater.
- Projects with a BCR of less than 1.0 will not be considered for funding.
- Total project cost must be used in the BCA.
- Maintenance of a completed HMGP project is not an eligible reimbursement activity, but must be included in the BCA.

☒ BCA Version 5.3.0 is the only software that is allowed to conduct a BCA. Some project types may qualify for pre-calculated benefits. Additional information on the BCA Toolkit is available at: https://www.fema.gov/benefit-cost-analysis.

ℹ The FEMA BCA Technical Assistance Helpline is available to provide assistance with FEMA's BCA software by calling 1-855-540-6744 or via email at BCHelpLine@FEMA.dhs.gov. The FEMA helpline is only to be utilized for technical assistance questions. The FEMA helpline will not verify the accuracy of your BCA.

B. BCA INFORMATION:

Once the BCA is completed, enter information requested below.

1. **NET PRESENT VALUE OF PROJECT BENEFITS:** $5,706,871
2. **TOTAL PROJECT COST ESTIMATE:** $2,877,509
3. **BENEFIT COST RATIO:** 1.98

C. ANALYSIS TYPE:

☐ FLOOD ☐ WILDFIRE ☐ EXEMPT (5% PROJECTS) ☐ EARTHQUAKE
☐ HURRICANE WIND ☐ DROUGHT ☐ PRE-CALCULATED ☐ LANDSLIDE
☒ DAMAGE FREQUENCY ASSESSMENT (DFA)

D. ANALYSIS DATE (date BCA was conducted): 4/17/2019

E. PROVIDE BCA HARD AND SOFT COPIES IN FORMAT DESCRIBED BELOW:

☒ Copy the exported BCA in a .zip file format and add to the CD-RW.
☒ Provide a hard copy of the report in the BCA section of the binder.

MAINTENANCE ASSURANCE INFORMATION

18. PROJECT MAINTENANCE INFORMATION:

A. MAINTENANCE ASSURANCE LETTER:

☒ Using the Project Maintenance Letter Template, identify all maintenance activities required to preserve the long-term mitigation effectiveness of the project.

- Examples of maintenance include: inspection of the project, cleaning and grubbing, trash removal, replacement of worn out parts, etc.
- Attach a maintenance schedule, estimated annual costs, and a signed maintenance commitment letter for the useful life of the project.

NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

19. NFIP INFORMATION:

CONTACT YOUR COUNTY OR LOCAL FLOODPLAIN ADMINISTRATOR FOR NFIP INFORMATION.

A. NFIP PARTICIPATION:

1. Is the jurisdiction where the project is located participating in the NFIP? YES ☐ NO ☒
   a. If yes, are they in good standing? YES ☐ NO ☐
   b. If no, explain:

B. PROJECT LOCATION:

1. Is this project located in a floodplain or floodway designated on a FEMA Flood Insurance Rate Map (FIRM)? YES ☐ NO ☒
   ☐ a. Mark the project location on the FIRM and attach to subapplication in the maps section of the binder.
2. Provide the following information for the location of the project:
   a. FIRM panel number:
   b. FIRM zone designations:
   c. NFIP community ID number:

C. LAST COMMUNITY ASSISTANCE VISIT (CAV) DATE: N/A

ENVIRONMENTAL INFORMATION

20. ENVIRONMENTAL INFORMATION:

A. FEMA ENVIRONMENTAL CHECKLIST:

☒ Complete the FEMA Site Information, Environmental Review, and Checklist and attach to the environmental section of the binder. Provide a detailed response to each question. Attach supporting documentation in compliance with FEMA's frontloading requirements.

SCOPE OF WORK

DR-4382-0177 Eastfield Drive Electrical Utility Undergrounding

INTRODUCTION

The City of Rolling Hills spans three (3) square miles, with a population of 1,860 (2010 U.S. Census). The City is comprised of one-story ranch style residences along with agricultural and equestrian accessory structures and uses. The City of Rolling Hills is 100% residential, with no hospitals, commercial buildings, corporations, or transportation corridors located within City limits. One public school is located off Crest Road West and is operated by the Palos Verdes Peninsula Unified School District. The City owns the Civic Center comprised of City Hall and the Rolling Hills Community Association administration building as well as several parcels of land that have no structures. Any hazard mitigation projects and plans must be paid for by residents, through the City's General Fund, or applying for grant opportunities through public agencies such as the California Governor's Office of Emergency Services. The City maintains a staff of five (5) full-time employees and a relatively small budget of $2.2 million (FY 2019/2020).

The City of Rolling Hills, throughout history, has dealt with various natural hazards that include earthquakes, wildfires, droughts, and land movements. As the city population increases, the city becomes more vulnerable to a variety of hazards.

Incorporated on January 24, 1957, the City of Rolling Hills has maintained a rural ranch-like character, with no traffic lights, large spaces between houses, and wide equestrian paths along streets. Prior to incorporation, a portion of the City known as the Flying Triangle was determined to be in a landslide area. In 1948, the County of Los Angeles performed soil and geology studies for potential development below the Flying Triangle. At the time, the area was vacant and due to lack of restrictions and technology, the County allowed this area to be developed. Since incorporation, the City has adopted the County of Los Angeles Building Codes and continued to allow limited construction utilizing those same building standards.

The City of Rolling Hills is characterized by beautifully wooded deep canyons and hilly terrain located on the San Pedro Hills of the Palos Verdes Peninsula in Southern California. However, the potential impacts of hazards associated with the terrain make the environment and population vulnerable to disasters. The City of Rolling Hills is located in the northwestern quadrant of Los Angeles County. It is bordered on three sides by the City of Rancho Palos Verdes and on the north and northeast by the City of Rolling Hills Estates.

Summary of Hazards

The City of Rolling Hills is designated as a Very High Fire Hazard Severity Zone (VHFHSZ) by the California State Fire Marshall. The City has historically been subject to fires/wildfires threatening loss of life and property. Due to the City's aging population and lack of dual street egress, the loss of life risk is increased. Fires are primarily caused by one of the following three events and are typically exacerbated by winds which impact the City regularly:

- **Nature:** Wildlife (squirrels, raccoons, rodents) interfering with power lines causing a transmitter spark and immediately following, igniting surrounding vegetation and trees on fire;
- **Equipment:** Transmitter sparks that catches fire and ignites any surrounding vegetation and trees; and
- **Natural or Human:** Wildfires created by natural (lightning strikes, earthquake ground shaking, or other natural occurrence) or human causes in the abutting Portuguese Bend Reserve. When left untended in the Portuguese Bend Reserve, natural vegetation becomes significant fuel and may cause any fire to burn quickly and at a higher intensity. Earthquake ground shaking may topple wooden utility poles and cause arcing lines, resulting in fires near property, people, and animals.

To decrease human impact, the City has developed a number of fire mitigation tactics, such as:

- Policies that require property owners to create a defensible space around their home
- City-wide smoking ban;
- Educational information on the City's website; and
- A monthly electronic newsletter (posted to the City's website and via mail) keeping all residents updated on fire hazards and mitigation guidelines.

To eliminate fires caused by wildlife interference with utility lines or equipment failure, the City is working toward undergrounding as many utility lines along the most heavily trafficked streets. It should be noted that some utility lines cross out of the city and into adjacent communities, thus it is imperative for the city to pursue undergrounding at this time.

The project is included in the City's latest Hazard Mitigation Plan Update and is considered a priority. The project is also consistent with state and federal HMGP regulation and will meet local planning, zoning, building, and all other applicable codes.

Tasks and Activities

Eastfield Drive is a long, winding street on the east side of the City of Rolling Hills. It touches one adjacent city and is the only egress point on that side of the City. The trees that line the street intertwine dangerously with the utility wires, and due to the trees' growth patterns, it has been nearly impossible to keep the wires free and clear for any length of time. Under AB 2911, the trees would be subject to severe cutback or removal if they threaten the utility lines. However, these trees, as with all tress in the Country, are a valuable source of GHG reduction and it is imperative to preserve them.

The City is in Los Angeles County and sits very close to active earthquake faults. Los Angeles County is a hotbed of seismic activity due to the presence of over 50 active and potentially active fault segments, an undetermined number of buried faults, and multiple blind-thrust faults. All of these faults are capable of producing severe earthquakes which could potentially down pole and arc transmission lines, which adds to the threat of fires. As with all communities in the Palos Verdes/Long Beach area, the City of Rolling Hills is in an especially seismically active area, even by Los Angeles County standards.

This fire mitigation project will underground approximately 4,735 lineal feet of utility lines along Eastfield Drive. The total project cost will be $2,630,000. The City will use Rule 20A Tariff Funds for the local match requirement ($657,500).

The high-level Scope of Work includes the City purchasing available Rule 20A Electric Distribution Tariff Funds (with funds from the City's General Fund) and hiring Southern California Edison (SCE) to:

- Work with the City's designated Project Manager and the Rolling Hills Community Association (RHCA);
- Attend regular coordination meetings and provide project updates;
- Complete the preliminary design and engineering phases of the project for SCE utility lines;
- Secure the appropriate rights-of-way and easement use from RHCA as necessary for construction staging;

- Coordinate with Frontier and Cox cable utility companies to prepare design and engineering plans for their utility lines (the cable companies will create their design in conjunction with SCE and lay their lines in the same trenches);
- Prepare an RFP and bid process to hire the construction contractor for the project;
- Oversee and coordinate with the construction contractor;
- Ensure that the construction contractor completes the appropriate undergrounding of utility lines and removal of wooden poles;
- Restore any landscaping, hardscape and the street to the same condition as before the construction and undergrounding; and
- Remove all equipment from the area.

The City of Rolling Hills will enter into an agreement with SCE to perform and manage the design, engineering, and construction of the project. SCE will be fully responsible for all construction management, materials, and labor oversight, and will hire a construction contractor to perform the actual trenching, all other construction duties, and restoration of landscaping and roadway as required.

The Eastfield Drive Electrical Utility Undergrounding is a one-time project and will have an approximate useful life of more than 100 years. Once complete, this will eliminate the need for future FEMA Public Assistance funding for wildfires caused by overhead lines/transmitters combined with wooden poles. The utility company, SCE, will be responsible for on-going underground maintenance as prescribed by General Order 165.

SOUTHERN CALIFORNIA ELECTRICAL FIRM

PROPOSAL FOR SERVICES

April 16, 2019

OVERVIEW

Southern California Electrical Firm is pleased to submit this proposal for services to support City of Rolling Hills as it relates to Rule 20 design and consulting for Eastfield Rd. Several factors influence the cost, schedule and execution of electrical utility construction. It's imperative that suitable communication and discussion points are occurring between the Utilities and designated consultant.

Southern California Electrical Firm has extensive experience in the utility industry. As former Southern California Edison supervisors, we've managed the Planning (Design), Scheduling, and Operations departments in the South Bay District. In total, over 60 years of service in the district capacities. Given the cumbersome work order process, it's imperative to channel the efforts through a qualified firm that possesses the experience and capacity to serve your best interests.

STATEMENT OF WORK

Southern California Electrical Firm (SCEF) proposes the following services related to electrical utility consulting and design services:

- Complete Rule 20 application with all necessary project information and submit to all utilities on the poles.
- Review and submit project plans to all utilities.
- Coordinate and complete site walks with all utilities.
- Complete a proposed design per SCE standards with input from City and submit to utilities. This allows us to have input on location of structures and trench route prior to a final design.
- Third party authorization form to be endorsed by the City and SCEF. This form grants SCEF as the authorized agent to act on the applicant's behalf to acquire work order project information from SCE or to execute new SCE forms and other SCE documents as designated. This form is designed to expedite the cumbersome paperwork and negotiating process without requiring approvals from the City.
- Permit submittals to necessary agencies for the installation of the utilities.
- Leverage SCE and other utility relationships as needed.
- Communication to be done via email, meetings, phone and any additional forms as requested by the City.
- SCEF will attend necessary meetings when requested by the Owner or as needed for processing and discussing utility design.

- SCE executive engagement and CPUC filings (formal complaint) may be necessary in the event utilities fail to cooperate, communicate and perform in a reasonable fashion. Facilitation and filings to be administered by SCEF after review and approval of Contract Officer.
- Excluded from this proposal are permit fees, underground construction costs and utility installation costs. These fees will be paid by the City.

Fees and Payment

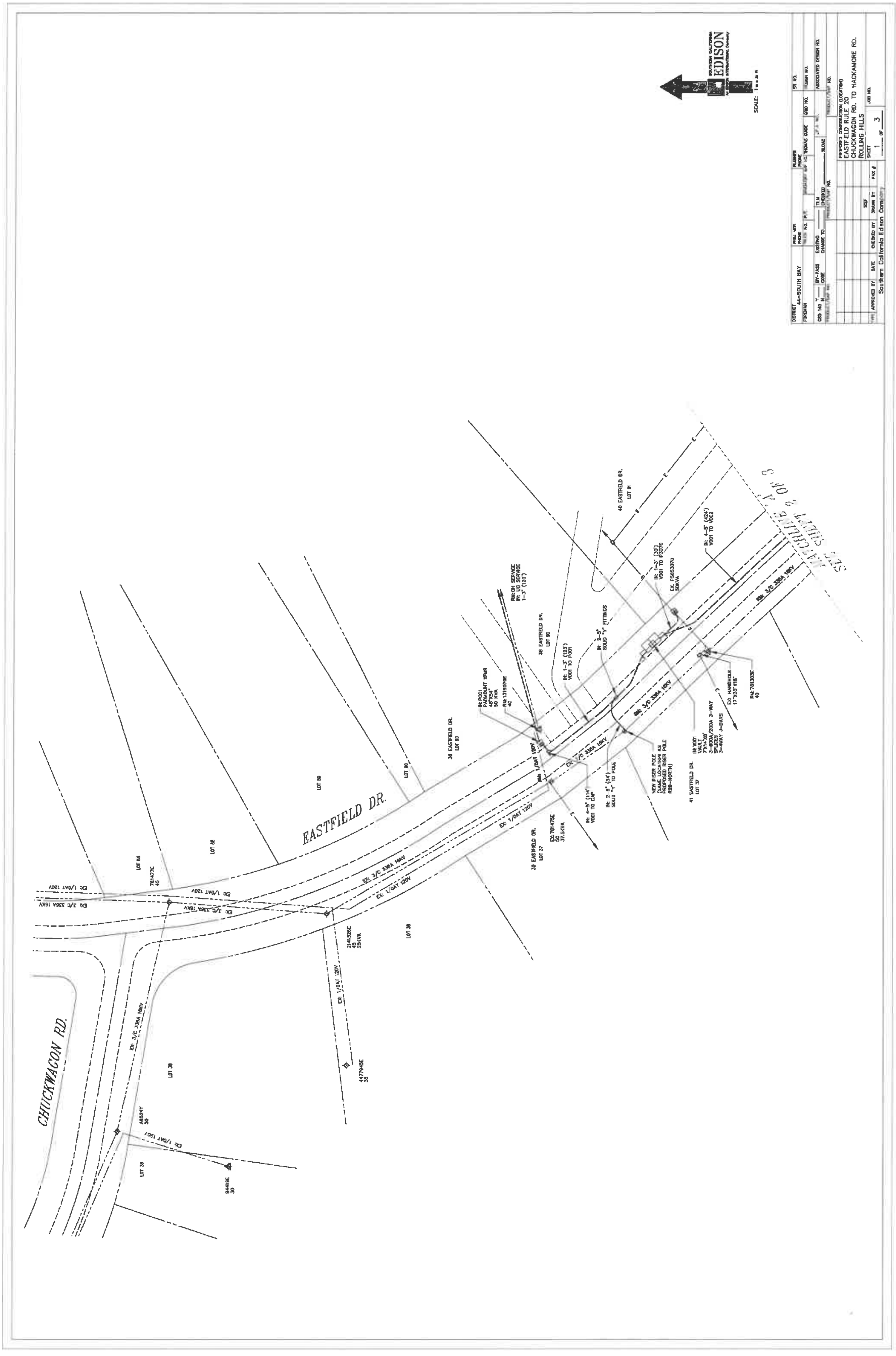
Services Cost	Total
Utility Design Consultation and Initial Preliminary Design	$ 75,000.00

Billing includes all routine expenses including meetings, reporting/documenting, communication, coordination, accounting, travel and any other administrative costs. Payment due within thirty (30) days of invoice. Total consulting fee not to exceed $75,000 USD unless agreed upon by both parties. This proposal is valid for thirty (30) days from the date it is presented.

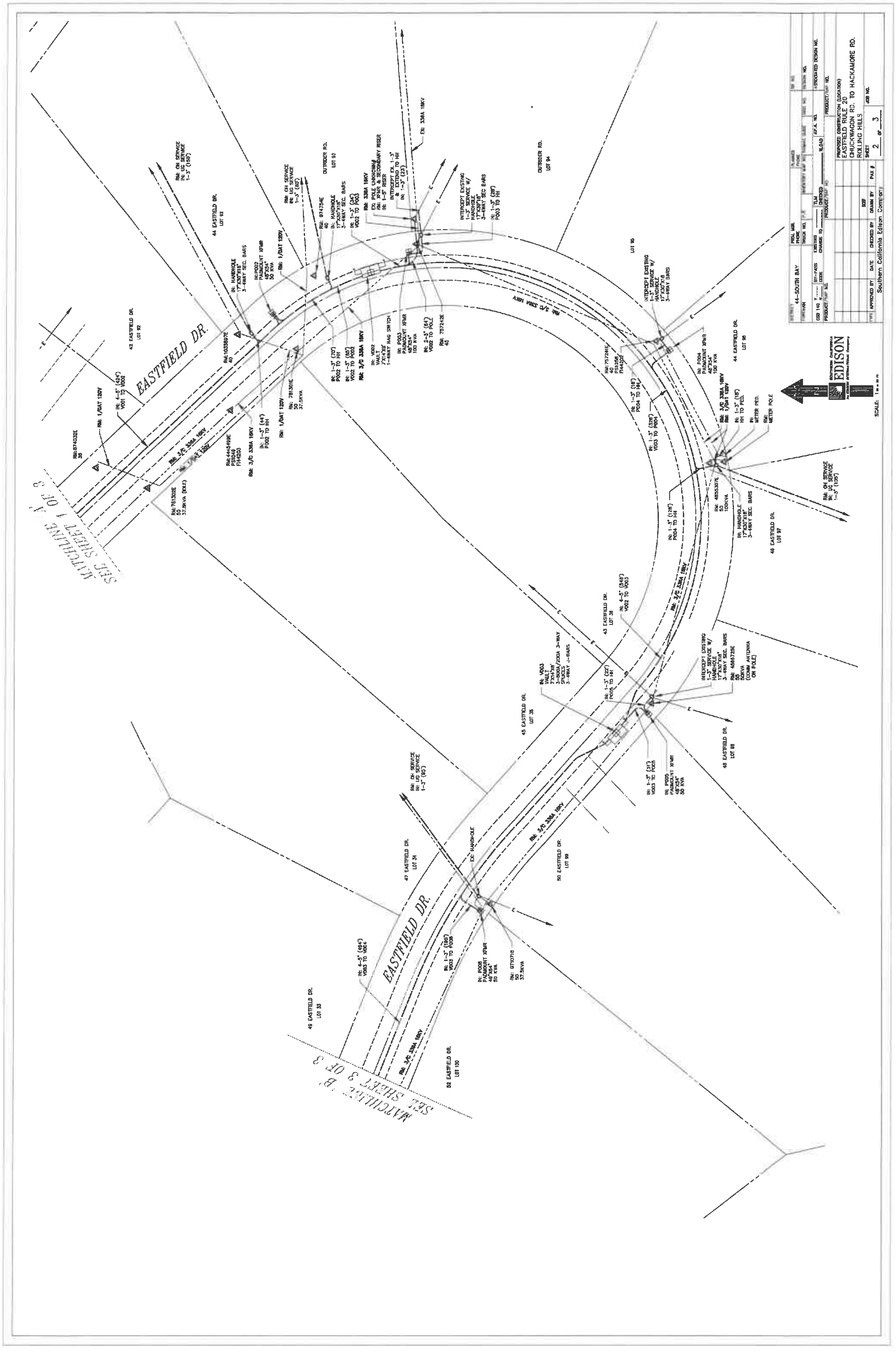
If you have questions on this proposal, feel free to contact David Kanowsky at your convenience by email at dkanowsky@scelectricalfirm.com or by phone at (951) 536-2092.

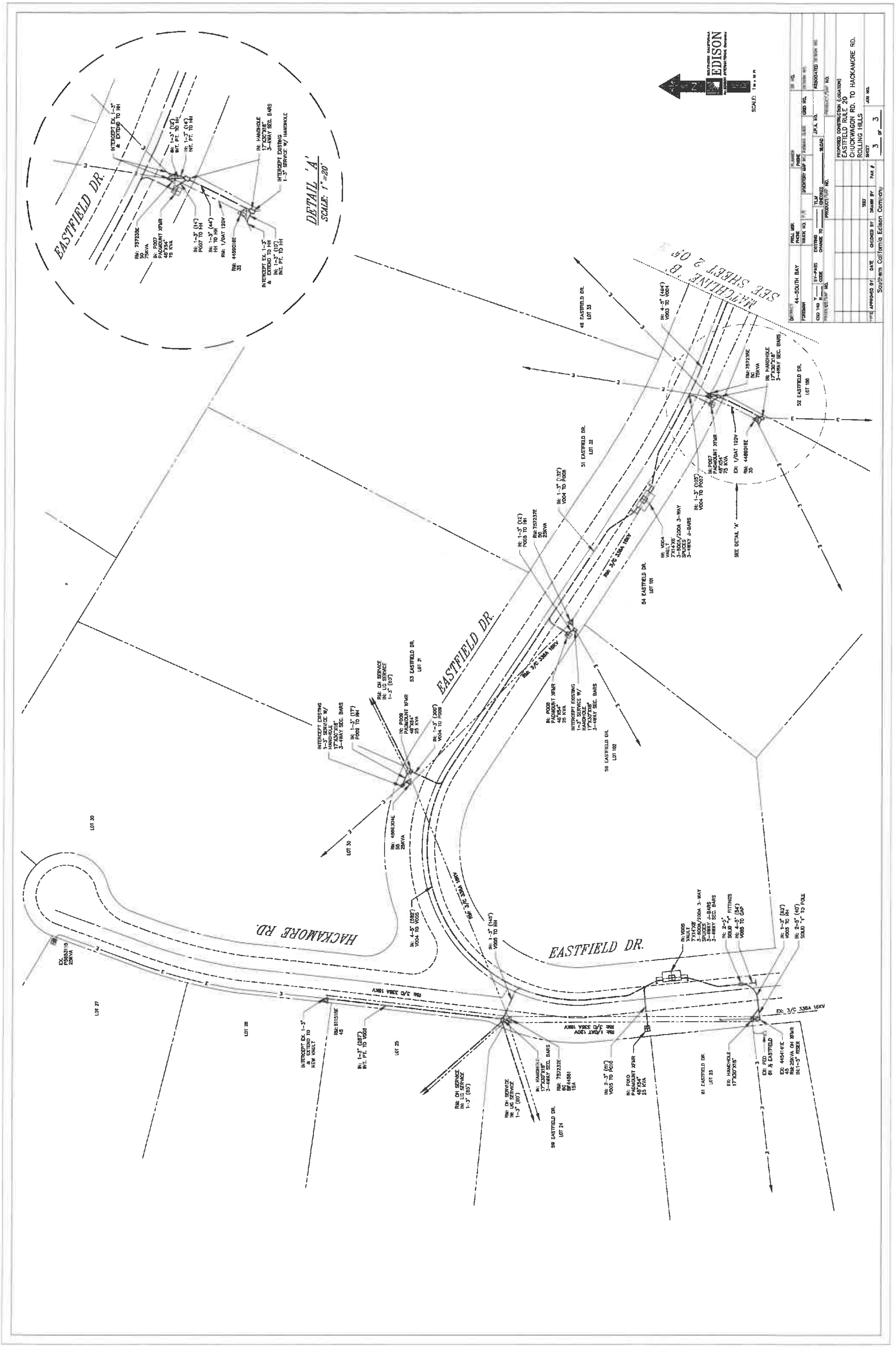
Thank you for your consideration,

David Kanowsky
Vice President
Southern California Electrical Firm

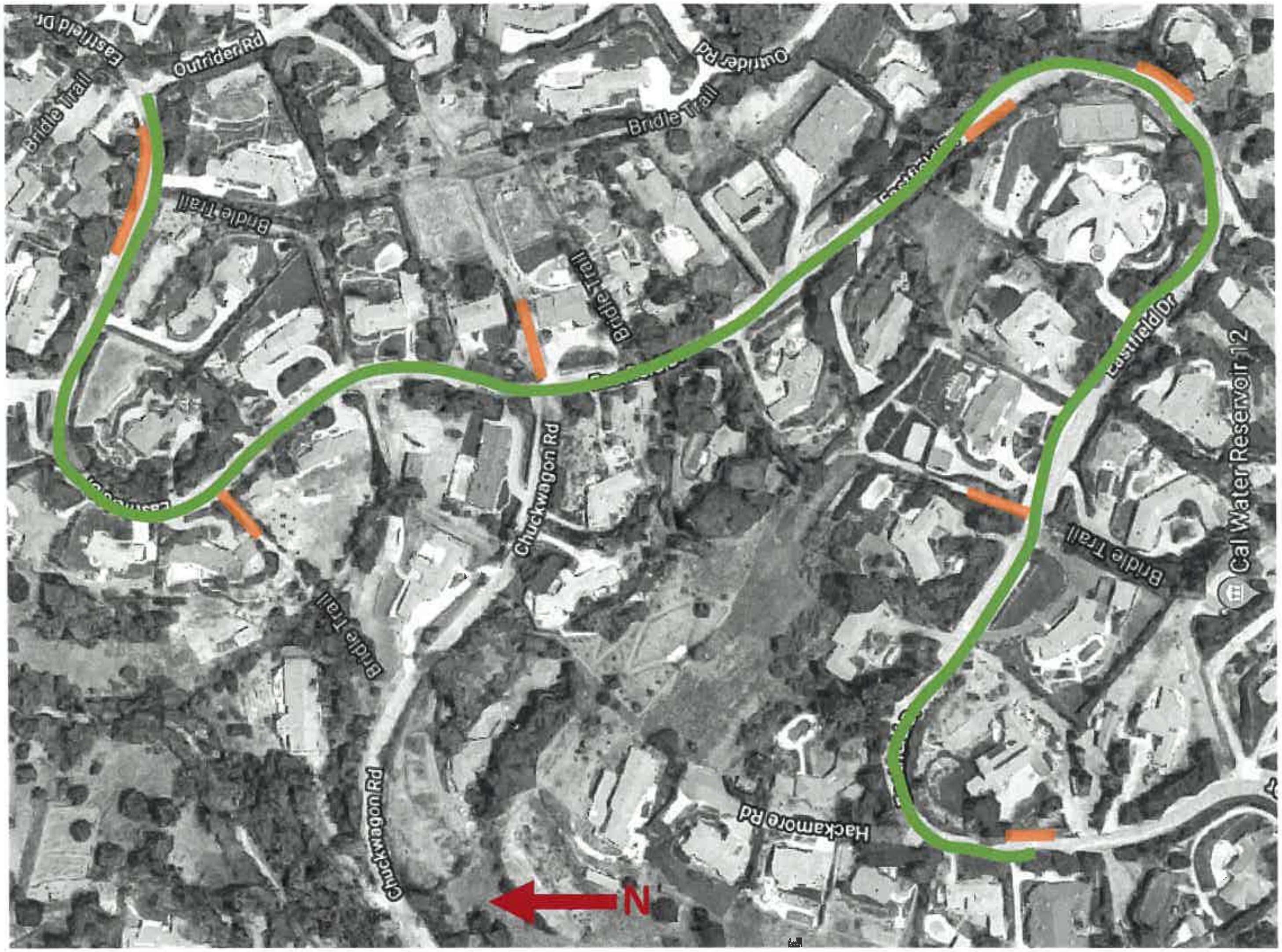


EDISON
SOUTHERN CALIFORNIA
44-SOUTH BAY
EASTFIELD RULE 20
CHUCKWAGON RD. TO HACKAMORE RD.
ROLLING HILLS
SHEET 1 OF 3
Southern California Edison Company
EASTFIELD DR.
CHUCKWAGON RD.
SEE SHEET 2 OF 3


EASTFIELD DR.
EASTFIELD DR.
SEE SHEET 1 OF 3
MATCHLINE A
SEE SHEET 3 OF 3
MATCHLINE B
44-SOUTH BAY
PROPOSED CONSTRUCTION (LOCATION)
EASTFIELD RULE 20
CHUCKWAGON RD. TO HACKAMORE RD.
ROLLING HILLS
SHEET 2 OF 3
Southern California Edison Company
EDISON



EASTFIELD DR.
HACKAMORE RD.
DETAIL 'A'
SCALE: 1"=20'
EDISON
SEE SHEET 2 OF 3
44-SOUTH BAY
EASTFIELD RULE 20
CHUCKWAGON RD. TO HACKAMORE RD.
ROLLING HILLS
Southern California Edison Company



CITY OF ROLLING HILLS, CALIFORNIA

EASTFIELD DRIVE UTILITY
UNDERGROUNDING PROJECT
STAGING AREAS

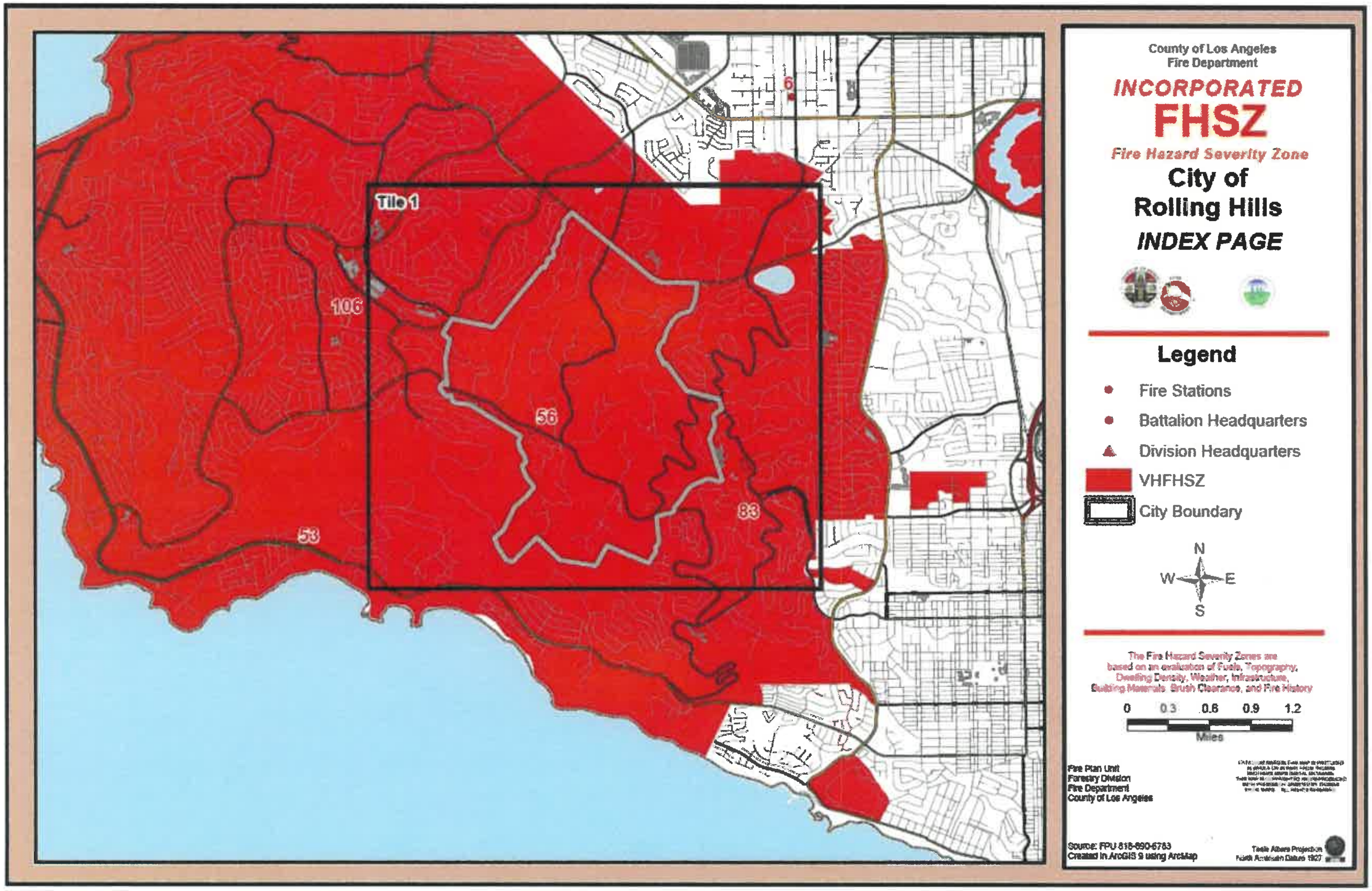
PROJECT LIMITS

POTENTIAL CONSTRUCTION
STAGING AREAS

MNS ENGINEERS INC

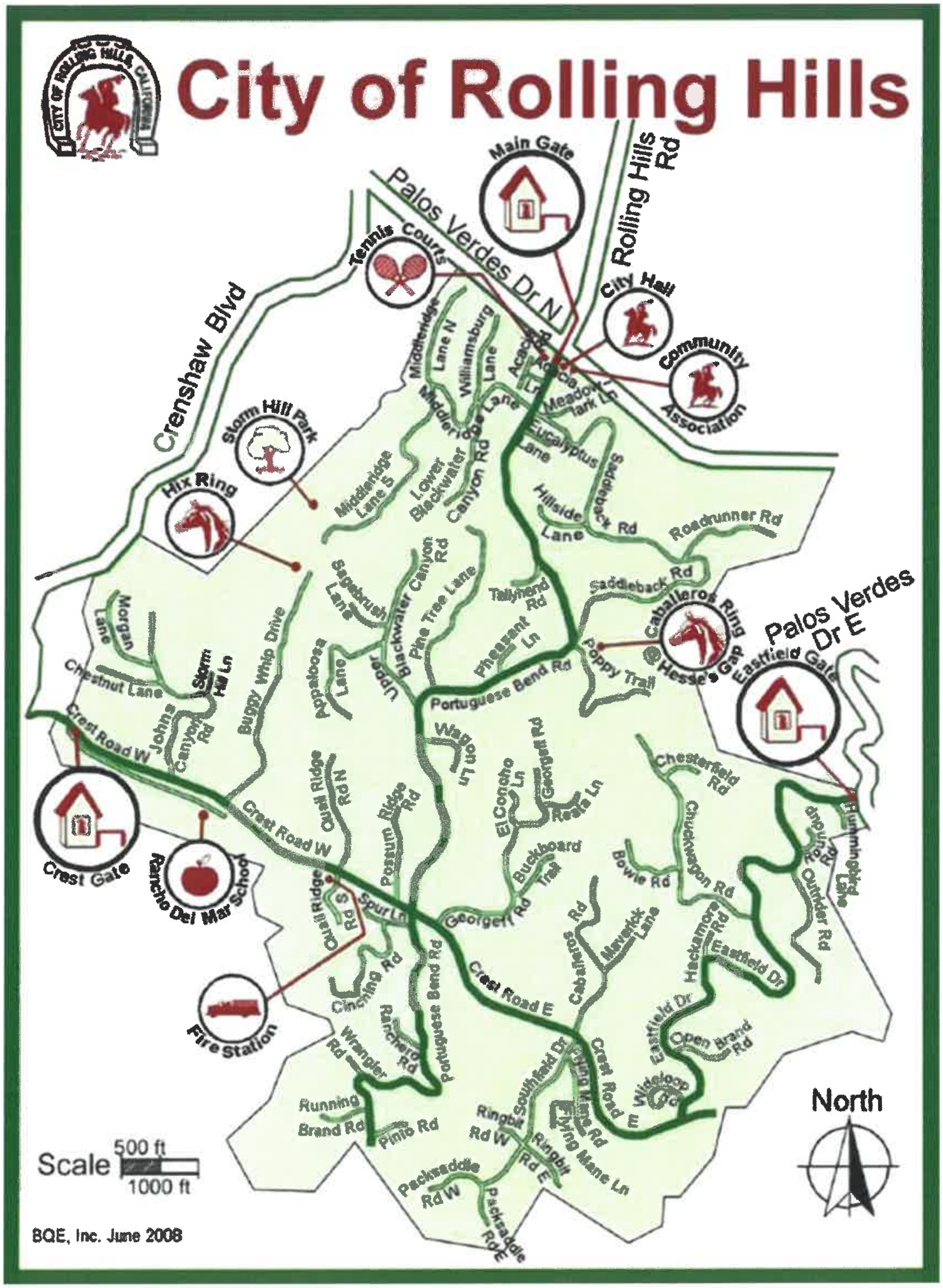
NOT TO SCALE

Map: City of Rolling Hills - Fire Hazard Severity Zone (Source: Los Angeles County Fire Department)



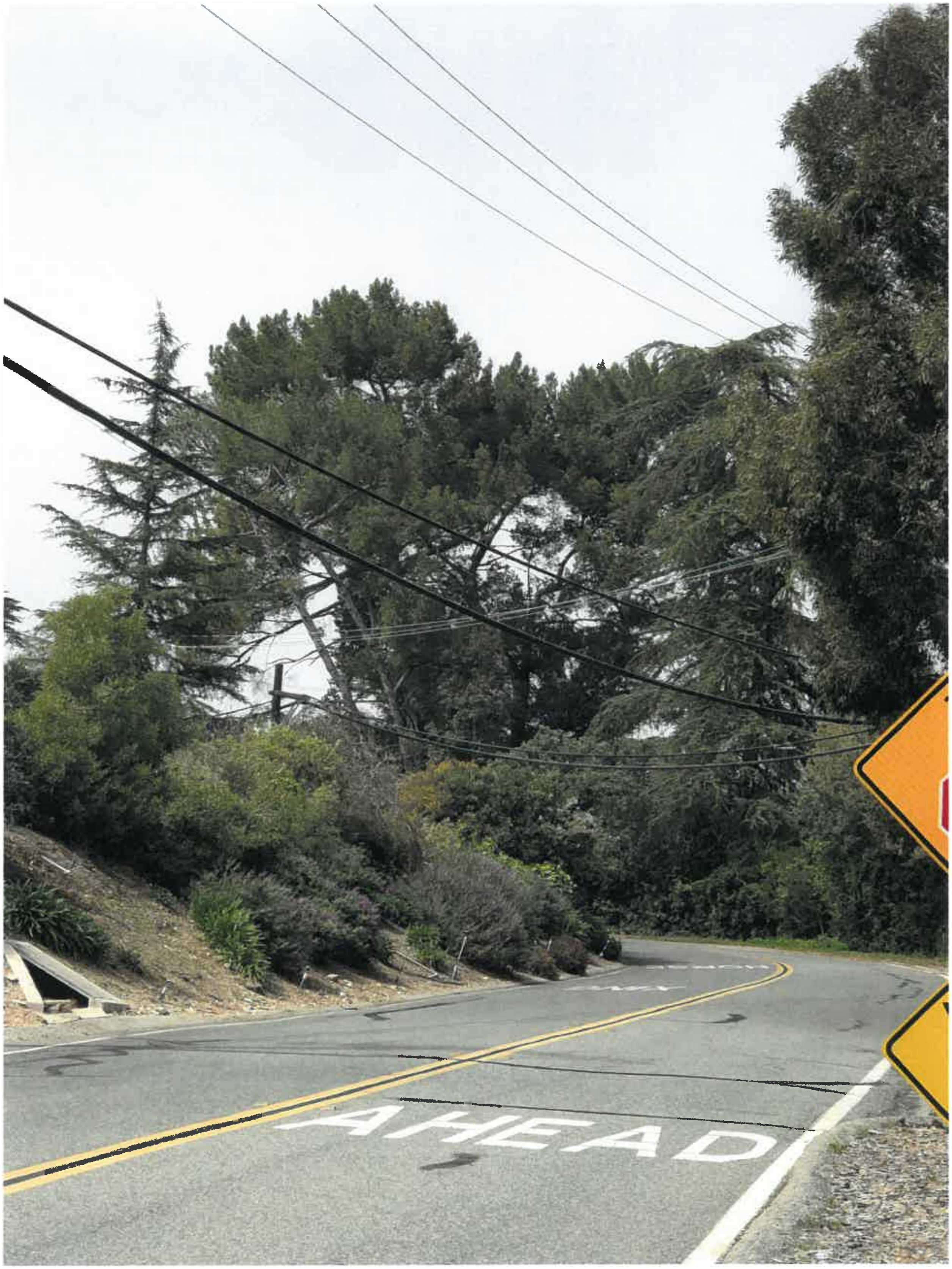
MAP: *Proximity of Rolling Hills to nearby seismic faults. Epicenters of major earthquakes that devastated the region are also shown.*

Map: City Map of Rolling Hills
(Source: City of Rolling Hills)



Existing Utility Lines on Eastfield Drive (2019)

Existing Utility Wires on Eastfield Drive (2019)



Existing Eastfield Drive Utility Lines Over Trees (2019)

Existing Utility Lines on Eastfield Drive (2019)

Existing Utility Lines Over Intersection on Eastfield Drive (2019)

Existing Utility Lines Over Eastfield Drive (2019)

Existing Utility Pole Over Eastfield Drive (2019)

HMGP Cost Estimate Spreadsheet

ATE	JURSIDICTION NAME	DISASTER & PROJECT OR PLANNING #	PROJECT OR PLANNING TITLE

#	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate Total
1	Vault - 7'x14'x8' Tub Style - Concrete - 2 piece	5	EA	$ 22,000.00	$ 110,000
2	Excavation (7'x14')	5	EA	$ 16,000.00	$ 80,000
3	10" PVC Standpipe	10	EA	$ 1,400.00	$ 14,000
4	10" PVC Vent pipe (20' per vault)	100	FT	$ 70.00	$ 7,000
5	Vent pipe excavation	100	FT	$ 120.00	$ 12,000
6	Pad - 48"x54" w/ 17"x30"x15" plastic handhole	10	EA	$ 1,900.00	$ 19,000
7	Excavation (48"x54")	10	EA	$ 2,600.00	$ 26,000
8	Handhole - 17"x30"x18" - polymer - light traffic	11	EA	$ 450.00	$ 4,950
9	Excavation (17"x30")	11	EA	$ 550.00	$ 6,050
10	Handhole intercept	6	EA	$ 700.00	$ 4,200
11	Conduit - 5"	9140	FT	$ 11.00	$ 100,540
12	Conduit - 3"	3226	FT	$ 10.00	$ 32,260
13	5" Solid "Y"	4	EA	$ 350.00	$ 1,400
14	Excavation ("Y")	2	EA	$ 900.00	$ 1,800
15	Trench - 1-2 conduits	1469	FT	$ 80.00	$ 117,520
16	Trench - 3-4 conduits	796	FT	$ 100.00	$ 79,600
17	Trench - 5-6 conduits	1163	FT	$ 100.00	$ 116,300
18	Trench - 7-8 conduits	34	FT	$ 200.00	$ 6,800
19	Rubberized/Standard Perm. Asphaltic Concrete	9416	SF	$ 20.00	$ 188,320
20	Asphaltic concrete berm	329	FT	$ 55.00	$ 18,095
21	Landscape repair	3850	SF	$ 36.00	$ 138,600
22	Mandrel	46	EA	$ 2,000.00	$ 92,000
23	Pothole - > 2 cu. Yds	5	EA	$ 3,550.00	$ 17,750
24	Pothole - pole/anchor	1	EA	$ 3,550.00	$ 3,550
25	Tie-in to existing xfmr pad	1	EA	$ 2,100.00	$ 2,100
26	Tie-in to existing handhole	2	EA	$ 1,300.00	$ 2,600
27	Intercept existing conduit (no encasement)	5	EA	$ 1,900.00	$ 9,500
28	Traffic control - medium/1 location/8hrs	15	DAY	$ 1,800.00	$ 27,000
29	ITCC Taxes on Trench (Total Trench Cost x 35%)	1	LS	$ 112,077.00	$ 112,077
30					$ -
31	**Cable & Communications Civil**			$ -	$ -
32	Conduit - 5"	6924	FT	$ 11.00	$ 76,164
33	Junction box	22	EA	$ 450.00	$ 9,900
34	Excavation (17"x30")	22	EA	$ 550.00	$ 12,100
35					$ -
36	**Utility Installation Cost Estimates**				$ -
37	SCE Installation of Cable and Equipment	1	LS	$ 450,000.00	$ 450,000
38	COX Installation of Cable and Equipment	1	LS	$ 70,000.00	$ 70,000
39	Frontier Installation of Cable and Equipment	1	LS	$ 560,000.00	$ 560,000
40	Other Unkown Utility Installation of Cable and Equipment	1	LS	$ 100,000.00	$ 100,000
				Total Project Cost Estimate:	$ 2,629,176

WORK SCHEDULE INFORMATION

14. PROJECT WORK SCHEDULE:

The intent of the work schedule is to provide a realistic appraisal of the time and components required to complete the project.

- Describe each of the major work elements and milestones in the description section below.
- Project subapplication examples are: construction, architectural, design, engineering, inspection, testing, permits, project management, mobilization and de-mobilization.
- State the total timeframe anticipated for each of the work elements.
- State the total timeframe anticipated to complete the project.
- Work schedule must mirror SOW, budget and BCA.OPTIONAL: Provide the work schedule in GANTT chart form as supplemental documentation in the work schedule section of the binder Include this information as an example.

WORK SCHEDULE EXAMPLE

#	DESCRIPTION	TIMEFRAME
1.	Kick-off, 90% design meetings	3 months
2.	Final contract drawing development	5 months
3.	Open bids and award contract	4 months
4.	Construction – Mobilization	5 months
5.	Construction – Demolition	4 months
6.	Construction – Concrete and conduit work	2 months
7.	Construction – Trenching	2 weeks
8.	Construction – Utility relocation	4 months
9.	Construction – Electrical Installation	1 month
10.	Construction – Site Restoration	1 week
11.	Construction – Complete punch list	2 months
12.	Construction – Demobilization	1 week
13.	Project Close-out and record drawings	2 months
14.	Grant Close out	3 months
	TOTAL MONTHS:	36 months

TOTAL PROJECT DURATION (INCLUDING CLOSE-OUT) MUST NOT EXCEED A 36 MONTH PERIOD OF PERFORMANCE (POP).

#	DESCRIPTION	TIMEFRAME
1.	Technical Evaluations Finalized	2 months
2.	Geotechnical and Surveying	2 months
3.	Final Design Plans, Specs., and Cost Estimates	7 months
4.	Development of CEQA documents (as applicable)	2 months
5.	Preparation and Advertisement for Bid	3 months
6.	Board Approval of Construction Awards: 1) Contractor Award, 2) Construction Management Consultant, 3) Design Engineer Support Services Amendment	3 months
7.	Construction Begins	1 month
8.	Construction Mobilization	1 month
9.	Undergrounding	10 months
10.	Punchlist Completion	1 month
11.	Demobilization	1 month
12.		
13.		
14.		
15.		
16.		
17.		
18.	Project Close-out	
19.	**STANDARD VALUE (DO NOT CHANGE)** Grant Close-out	3 months

TOTAL MONTHS: 36

If more lines are needed than provided, indicate the title of document in box 1 and attach a separate work schedule in the schedule section of binder.

SOUTHERN CALIFORNIA ELECTRICAL FIRM

April 8, 2019

RULE 20 EASTFIELD PROJECT – ESTIMATED COSTS

Southern California Electrical Firm completed a preliminary Rule 20 underground design based on SCE design standards. The costs below are estimates to be used for the application to Cal OES. These costs are based off prior underground installation experience and costs from similar projects. Actual costs can be supplied given more time and further consulting with utilities.

SCE, Frontier & Cox Underground Civil Construction	$1,450,000
SCE Installation of Cable and Equipment	$450,000
Cox Installation of Cable and Equipment	$70,000
Frontier Installation of Cable and Equipment	$560,000
Other Unknown Utilities	$100,000
Total:	**$2,630,000**

If you have questions, feel free to contact David Kanowsky at your convenience by email at dkanowsky@scelectricalfirm.com or by phone at (951) 536-2092.

Thank you,

David Kanowsky
Vice President
Southern California Electrical Firm

DR-4382-0177 Eastfield Drive Electrical Utility Undergrounding

Cost Estimate Narrative

The attached HMGP Cost Estimate Spreadsheet contains material, quantities, and costs required to underground a portion of SCE's Statler 16kV overhead mainline distribution circuit. The Statler 16kV circuit currently feeds approximately 1,000 homes in Rolling Hills and surrounding areas. This portion of the Statler 16kV circuit runs approximately 3,500 feet along Eastfield Drive from Chuckwagon Road to Hackamore Road in the city of Rolling Hills. 21 poles will be removed along with all overhead wire and equipment attached to them.

The project scope entails the installation of a conventional underground conduit and structure system to accommodate the installation of SCE equipment, including underground cable, transformation, and switching devices.

This estimate has been created using SCE standards and includes the following:

- 3,462 feet of trench, approximately 24" wide, deep enough to provide 30" of cover over the top of the PVC conduits. These trench quantities have been split out based on the amount of PVC conduits in the corresponding sections.
- 9,140 feet of 5" PVC conduit and 3,226" of 3" PVC conduit. These conduits are installed in the trench to accommodate the installation of SCE's underground cable.
- (5) 7'x14'x8' concrete vaults. These vaults are installed to accommodate SCE underground switches and splicing.
- (10) 48"x54" transformer pads. These pads are installed at ground level to accommodate SCE underground-fed transformers. This equipment is needed to step down the voltage to re-feed the surrounding customers.
- (11) 17"x30"x18" Handholes. These structures are needed to split services to individual customers.
- Asphalt/Concrete/Landscaping/Tie-in/Traffic control costs. These costs are all associated with trenching in the public right of way and restoring the area to its original condition once work is complete.

Additional costs have been added for the undergrounding of communication and cable facilities also existing on the pole line.

- 6,924' of 5" PVC conduit to accommodate underground communication cables.
- (22) junction boxes to accommodate underground communication splicing equipment.

Procurement and installation of all cable and equipment is performed by the utilities in the area. An estimate of this cost has been provided based on similar projects in the area.

AC	ACRE
CF	CUBIC FOOT
CY	CUBIC YARD
DAY	DAY
EA	EACH
HR	HOUR
LF	LINEAR FOOT
LS	LUMP SUM
MBF	MILLION BOARD FEET
MI	MILE
SEAT	NUMBER OF SEATS
SF	SQUARE FOOT
SQ	UNKNOWN
SY	SQUARE YARD
SY/IN	SQUARE YARD PER INCH
TON	TON
FT	FOOT
IN	INCH

Total Benefits: **$5,706,871** Total Costs: **$2,877,509** BCR: **1.98**

Project Number: 0177 Disaster #: DR-4382 Program: HMGP Agency: **City of Rolling Hills**

St **California** Point of Contact: Yolanda Schwartz Analyst: Linda Palmquist

Project Summary:

Project Number:	0177	Disaster #:	DR-4382
Program:	HMGP	Agency:	City of Rolling Hills
Analyst:	Linda Palmquist	Discount Rate:	0.070
Point of Contact:	Yolanda Schwartz	Phone Number:	(310) 377-1521

Address: 2 Portuguese Bend Road, Rolling Hills, California, 90274

Email: ys@cityofrh.net

Comments:

Str re Summary For:

Power Line Undergrounding, 2 Portuguese Bend Road, Rolling Hills, California, 90274, Los Angeles

Structure Type: Utility Historic Building: No Contact: Yolanta Schwartz

Benefits: $5,706,871 Costs: $2,877,509 BCR: 1.98

Mitigation	Hazard	BCR	Benefits	Costs
TBD	Damage-Frequency Assessment	1.98	$5,706,871	$2,877,509

Total Benefits:	**$5,706,871**	Total Costs:	**$2,877,509**	BCR:	**1.98**
Project Number:	0177	Disaster #: DR-4382	Program: HMGP	Agency:	**City of Rolling Hills**
St	**California**	Point of Contact:	Yolanda Schwartz	Analyst:	Linda Palmquist

Structure and Mitigation Details For: Power Line Undergrounding, 2 Portuguese Bend Road, Rolling Hills, California, 90274, Los Angeles

Benefits: $5,706,871 Costs: $2,877,509 BCR: 1.98

Hazard: **Damage-Frequency Assessment - Other**

Mitigation Option: TBD

Latitude: Longitude: Project Useful Life: 50

Mitigation Information

Basis of Damages: Historical Damages

Number of Estimated Damage Events: 3

Number of Events with Know Recurrence Intervals: 0

Utilities

Type of Service: Electrical

Other:

Number of Customers: Served: 19,417

Value per Unit of Service: 148.00

Total Value of Service per Day $2,873,716

Facility Description:

Electrical Service on Eastfield Drive in Rolling Hills

Total Benefits: **$5,706,871** Total Costs: **$2,877,509** BCR: **1.98**

Project Number: 0177 Disaster #: DR-4382 Program: HMGP Agency: **City of Rolling Hills**

St **California** Point of Contact: Yolanda Schwartz Analyst: Linda Palmquist

Historic Damages Before and After Mitigation

Analysis Year: 2019
Analysis Duration: 65
Utilities ($/day): $2,873,716.00
Year Built: 1955
User Input Analysis Duration:
Buildings ($/day):
Roads/Bridges ($/day):

Damages Before Mitigation

Damage Year: 1994
RI:
Are Damages In Current Dollars? Yes
Buildings (Days):
Utilities (Days): 5.0
Roads (Days):

Total	$14,386,940
Total Inflated	$14,386,940

Damages After Mitigation

RI: 30.00
Are Damages In Current Dollars? Yes
Buildings (Days):
Utilities (Days): 1.0
Roads (Days):

Total	$2,873,716

Volunteers Cost

Number of Volunteers Required: 20.0
Cost of Volunteers Time ($/Hour/Person): 21.0
Per-Person Cost of Lodging for a Volunteer:150.0
Number of Hours Volunteered/Person: 8.0
Number of Days Lodging/Volunteer: 5.0
Cost of Volunteers: 18,360

Damage Year: 1971
RI:
Are Damages In Current Dollars? Yes

Buildings (Days):
Utilities (Days): 1.0
Roads (Days):

Total	$2,880,076
Total Inflated	$2,880,076

Volunteers Cost

Number of Volunteers Required: 20.0
Cost of Volunteers Time ($/Hour/Person): 21.0
Per-Person Cost of Lodging for a Volunteer:150.0
Number of Hours Volunteered/Person: 8.0
Number of Days Lodging/Volunteer: 1.0
Cost of Volunteers: 6,360

Damage Year: 1968
RI:
Are Damages In Current Dollars? Yes

Buildings (Days):
Utilities (Days): 2.0
Roads (Days):

Total	$5,759,132
Total Inflated	$5,759,132

Volunteers Cost

Number of Volunteers Required: 25.0
Cost of Volunteers Time ($/Hour/Person): 21.0
Per-Person Cost of Lodging for a Volunteer:150.0
Number of Hours Volunteered/Person: 8.0
Number of Days Lodging/Volunteer: 2.0
Cost of Volunteers: 11,700

Damage Year: 1973
RI:
Are Damages In Current Dollars? Yes

Buildings (Days):
Utilities (Days): 2.0
Roads (Days):

Total	$5,766,512
Total Inflated	$5,766,512

Volunteers Cost

Number of Volunteers Required: 60.0
Cost of Volunteers Time ($/Hour/Person): 21.0
Per-Person Cost of Lodging for a Volunteer:150.0
Number of Hours Volunteered/Person: 8.0
Number of Days Lodging/Volunteer: 1.0
Cost of Volunteers: 19,080

Damage Year: 2009
RI:
Are Damages In Current Dollars? Yes

Buildings (Days):
Utilities (Days): 1.0
Roads (Days):

Total	$2,950,516
Total Inflated	$2,950,516

Volunteers Cost

Number of Volunteers Required: 100.0
Cost of Volunteers Time ($/Hour/Person): 21.0
Per-Person Cost of Lodging for a Volunteer:150.0
Number of Hours Volunteered/Person: 8.0
Number of Days Lodging/Volunteer: 4.0
Cost of Volunteers: 76,800

Social Benefits

Mental Stress and Anxiety

Number of Person:

Lost Productivity

Number of Worker:

Total Benefits: **$5,706,871** Total Costs: **$2,877,509** BCR: **1.98**

Project Number: 0177 Disaster #: DR-4382 Program: HMGP Agency: **City of Rolling Hills**

St[illegible] **California** Point of Contact: Yolanda Schwartz Analyst: Linda Palmquist

Treatment Costs per person:	$2,443.00	Productivity Loss per person:	$8,736.00
Total Mental Stress and Anxiety Cost:	$0.00	Total Lost Productivity Cost:	$0.00

BCR Calculation Results

Expected Annual Damages Before Mitigation		Expected Annual Damages After Mitigation		Expected Avoided Damages After Mitigation (Benefits)	
Annual:	$509,309	Annual:	$95,790	Annual:	$413,519
Present Value:	$7,028,844	Present Value:	$1,321,973	Present Value:	$5,706,871

Mitigation Benefits:	$5,706,871	Mitigation Costs:	$2,877,509
Benefits Minus Costs:	$2,829,362	Benefit-Cost Ratio:	1.98

Cost Estimate

[illegible]ct Useful Life (years):	50	Construction Type:	
Mitigation Project Cost:	$0	Detailed Scope of Work:	Yes
Annual Project Maintenance Cost:	$12,500	Detailed Estimate for Entire Project:	No
Final Mitigation Project Cost:	$2,877,509	Years of Maintenance:	50
Cost Basis Year:		Present Worth of Annual Maintenance Costs:	$172,509
Construction Start Year:		Estimate Reflects Current Prices:	Yes
Construction End Year:		Project Escalation:	

Phase and Item	Pub	Hist	Contr	Qty	Unit	Unit Cost	Task Cost
PRE-CONSTRUCTION COSTS							
Pre-Construction							
Lump Sum							$75,000
CONSTRUCTION COSTS							
Construction Costs							
Lump Sum							$2,630,000

Justification/Attachments

Total Benefits: **$5,706,871** Total Costs: **$2,877,509** BCR: **1.98**

Project Number: 0177 Disaster #: DR-4382 Program: HMGP Agency: **City of Rolling Hills**

St **California** Point of Contact: Yolanda Schwartz Analyst: Linda Palmquist

ANNUAL PROJECT MAINTENANCE COSTS

Project Maintenance

Lump Sum $12,500

CONSTRUCTION MARKUPS

Field	Description	Attachments
Analysis Year	The 03 Sep 2018 BCA includes Historic Damages.	Historic Damages.pdf
Facility Description	The current overhead electrical service and proposed underground electrical service are shown in the attached plans.	SCEF Design - Eastfield R20_CITY BASE.pdf
Historic damages before mitigation	From 09 Sep 2018 BCA DR-4344-0526.	Historic Damages.pdf
Number of Customers Served	The attached documents show the customers served.	Customers Served.pdf; Customers Served.docx
Project useful life	Benefit Cost Analysis Reference Guide, page D-1, indicates that the Useful Life is 50 years. Attached documents include Scope of Work, Design Drawings, Pre Costs, Construction Costs, Maintenance Costs.	SOW Eastfield Drive HMGP Project Subapplication.docx; SCEF Rule 20 Estimated Costs - Eastfield Dr. Rolling Hills.pdf; SCEF Design - Eastfield R20_CITY BASE.pdf; Proposal - City of Rolling Hills Rule 20.pdf; HMGP Project Subapplication - Fire Breaks Project Maintenance Letter TemplateR22.docx; bca_reference_guide, page D-1.pdf
Unknown Frequency - Damages after Mitigation	The 03 Sep 2018 BCA includes Historic Damages.	Historic Damages.pdf
Y Built	While some homes have been rebuilt, the homes on Eastfield Drive were originally built in 1955 and therefore electrical service was established then. While some poles have been replaced, electric service was established in 1955.	

PRINT THIS PAGE – ORIGINAL SIGNATURE IS REQUIRED

PROJECT CONDITIONS

Indicate by checking each box below that you will adhere to these listed project conditions.

- ☒ If during implementation of the project, ground-disturbing activities occur and artifacts or human remains are uncovered, all work will cease and FEMA, Cal OES, and the State Historic Preservation Officer (SHPO) will be notified.

- ☒ If deviations from the approved scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or will result in any other unanticipated changes to the physical environment, FEMA will be contacted and a re-evaluation under NEPA and other applicable environmental laws will be conducted.

- ☒ If wetlands or waters of the U.S. are encountered during implementation of the project, not previously identified during project review, all work will cease and FEMA will be notified.

- ☒ Due to the Federally mandated Environmental and Historic Preservation (EHP) review; no construction will occur for this project prior to FEMA and Cal OES approval.

AUTHORIZATION

The undersigned does hereby submit this subapplication for financial assistance in accordance with the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) and the State Hazard Mitigation Administrative Plan and certifies that the subapplicant (e.g., organization, city, or county) will fulfill all requirements of the program as contained in the program guidelines and that all information contained herein is true and correct to the best of our knowledge.

Subapplicant Authorized Agent

NAME: Elaine Jeng

TITLE: City Manager

ORGANIZATION: City of Rolling Hills

SIGNATURE:

DATE: 4/16/2019

Placeholder for

AGENT RESOLUTION FORM

DR-4382-0172

Will be submitted by May 2, 2019

FW: Request for extension - Message (HTML)

File Message Help ADOBE PDF Tell me what you want to do

Delete Archive Move Reply Reply All Forward Move to: ? Mark Unread Find Zoom Customer Manager

FW: Request for extension

YS Yolanta Schwartz <ys@cityofrh.net>
To Greg Jaquez; Monica Killen
Cc Julia Stewart

Reply Reply All Forward
Tue 4/16/2019 10:32 AM

You replied to this message on 4/16/2019 10:37 AM

Get more add-ins

WARNING: Computer viruses can be transmitted by e-mail. The recipient should check this e-mail and any attachments for the presence of viruses. The CITY OF ROLLING HILLS accepts no liability for any damage caused by any virus transmitted by this e-mail.

From: "Hogan, Jennifer @CalOES" <Jennifer.Hogan@CalOES.ca.gov>
Date: Tuesday, April 16, 2019 at 7:53 AM
To: Yolanta Schwartz <ys@cityofrh.net>
Cc: CalOES Hazard Mitigation Assistance <HMA@Caloes.ca.gov>
Subject: RE: Request for extension

Good morning Yolanta,

I was contacted yesterday by Monica Killen about a time extension for your jurisdiction. Consistent with our standard practice, we will only consider a time extension for jurisdictions within the declared counties for the event the funding is associated with. DR-4382 (Carr Fire) included declared counties of Shasta and Mariposa. Unfortunately, I am not able to approve your request for a time extension. However, you may submit the full sub-applications by the April 18, 2019 deadline with a cover letter indicating you will send us the additional forms by May 2. If we do not receive the additional forms by the date you establish, we will consider your sub-applications incomplete and will not review them.

Respectfully,

Jennifer L. Hogan, Branch Chief
State Hazard Mitigation Officer (SHMO)
Recovery, Hazard Mitigation Assistance Branch
California Governor's Office of Emergency Services

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Office: (916) 845-8205
Cell: (916) 833-6164

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: City of Rolling Hills	**DUNS #** 18945170	**FIPS #:** 06037
Grant Disaster/Program Title: DR-4382 Hazard Mitigation Grant Program (Planning)		
Performance Period: to	**Subaward Amount Requested:** $ 123,750	
Type of Non-Federal Entity (Check Box)	☐State Gov. ☒Local Gov. ☐JPA ☐Non-Profit ☐Tribe	

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	None
4. What is the approximate total dollar amount of all grants your organization receives?	$0
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*	
Signature: (Authorized Agent)	**Date:** 4-16-2019
Print Name and Title Elaine Jeng, P.E., City Manager	**Phone Number:** 310-377-1521
Program Specialist Only: SUBAWARD #	

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
SITE INFORMATION, ENVIRONMENTAL REVIEW, AND CHECKLIST

A. PURPOSE:

Federal agencies are required by law to independently assess the potential environmental impacts resulting from their proposed actions. This form will be used to screen applications for necessary compliance with those laws. It will be used to assess the amount of available information for environmental compliance and the cost burden of environmental compliance relative to the total project cost. It is extremely important that the information provided be in accurate and sufficient detail to permit FEMA to evaluate the environmental conditions and/or features for providing financial assistance to Subapplicants.

Although the information may be obtained from FEMA's own observations, previous environmental studies and/or research must be utilized. Such information is available from the jurisdictional Federal, state and local resource/regulatory agencies responsible for protecting or regulating resources such as wetlands, floodplains, coastal zones, threatened and endangered species, farmland, or properties listed in or considered eligible for listing to the National Register of Historic Places.

This information is designed to obtain an understanding by FEMA of the project site's present environmental condition and the proposed project's elements that may affect the environment. It is important to understand the comprehensive nature of the information requested. Information must be provided for the site and immediate surrounding area that will be directly or indirectly affected by implementation (construction and operation) of the Subapplicant's proposal.

B. PURPOSE AND NEED:

FEMA will provide federal financial assistance to State and Local governments and certain non-profit entities to respond to, recover from or help mitigate disasters by providing financial assistance from the grant programs within its jurisdiction.

C. PROJECT DESCRIPTION:

APPLICATION ID: DR-4382-0177

PROPOSED PROJECT LOCATION: Eastfield Drive in the City of Rolling Hills, CA 90274
(ADDRESS, CITY, COUNTY, STATE, ZIP CODE)

LATITUDE/LONGITUDE: 33.754743, -118.334902

PROPOSAL: Underground Power Lines and Removal of Poles

SITE SIZE: ~4,735 lineal ft.

D. PROJECT COORDINATION, PERMITS AND APPROVALS:

Will the proposal require the following agency coordination, permits and/or approvals?

		YES	NO
1.	CWA Section 404/RHA Section 10	☐	☒
2.	Clean Water Act Section 401/402	☐	☒
3.	EO 11988 Floodplains 8-step Process	☐	☒
4.	EO 11990 Wetlands 8-step Process	☐	☒
5.	CZMA CC/Negative Determination	☐	☒
6.	Section 7 ESA	☐	☒
7.	NHPA Section 106	☐	☒
8.	FLPA Farmland Conversion Form AD-1006	☐	☒
9.	CAA General Conformity Determination	☐	☒
10.	Migratory Bird Treaty Act	☐	☒
11.	Fish and Wildlife Coordination Act	☐	☒
12.	Magnuson-Stevens Fishery & Management Act	☐	☒
13.	Other: ______	☐	☒

E. POTENTIAL ENVIRONMENTAL IMPACT:

Are any of the following land uses or environmental resources located on, or adjacent to the project site, and are directly or indirectly impacted by the proposed project?

	Physical Characteristics of site(s) or vicinity:	YES	NO	POSSIBLE	EXHIBITS*
1.	Flat, rolling, hilly, steep slopes, mountainous?	☐	☐	☒	☐
2.	Soil type?	☐	☒	☐	☐
3.	Any surface water bodies (streams, saltwater, lakes, ponds, rivers, wetlands) on or near the project area?	☐	☒	☐	☐
4.	Will the project require work over, in or adjacent to waters of the U.S.?	☐	☒	☐	☐
5.	Alter existing drainage pattern of the site, alter course of surface waters?	☐	☒	☐	☐
6.	Create increased stormwater runoff or otherwise degrade water quality?	☐	☒	☐	☐
7.	Source of collection and disposal of storm water runoff?	☐	☒	☐	☐
8.	Will the proposal alter surface water quality?	☐	☒	☐	☐
9.	Affect a sole source aquifer?	☐	☒	☐	☐
10.	Affect a Wild and Scenic River?	☐	☒	☐	☐
11.	Involve construction in the Coastal Zone?	☐	☒	☐	☐
12.	Could the proposal lead to increased erosion by clearing, grading, excavation?	☐	☒	☐	☐
13.	Could the proposal cause changes in geological substructures?	☐	☒	☐	☐
14.	Do seismic hazards exist in the area?	☐	☐	☒	☐

		YES	NO	POSSIBLE	EXHIBITS*
15.	Could the proposal increase mudslides, landslides, ground failure, subsidence or liquefaction?	☐	☒	☐	☐
16.	Located in a non-attainment or maintenance area for criteria air pollutants?	☐	☒	☐	☐
17.	Increase emission levels of regulated air pollutants and exceed *de minimis* standards?	☐	☒	☐	☐
18.	What types of noise would be created by this project (traffic, construction, operation)? Will the source produce short-term or long-term impacts?	☐	☐	☒	☐
19.	Affect sensitive receptors (residences, institutions, hospitals, schools within ¼ mile of project area?	☐	☐	☒	☐
20.	Will views in the immediate vicinity be altered or obstructed?	☐	☒	☐	☐
21.	Would the proposal result in an aesthetically negative site open to public view?	☐	☒	☐	☐
22.	Will the proposal produce light or glare?	☐	☒	☐	☐
23.	Could light or glare be a safety hazard or interfere with views?	☐	☒	☐	☐

Biological Characteristics:		YES	NO	POSSIBLE	EXHIBITS*
1.	Vegetation type? (Deciduous, coniferous, shrubs, grasses, pasture, cropland, hydrophytic)	☐	☒	☐	☐
2.	Wildlife observed on site or known to exist within immediate vicinity (Birds, mammals, fish)?	☐	☐	☒	☐
3.	Potential for endangered or threatened species and/or critical habitat in the project area?	☐	☒	☐	☐
4.	Result in the deterioration of existing or critical habitat?	☐	☒	☐	☐
5.	Have a substantial adverse effect on any riparian habitat?	☐	☒	☐	☐
6.	Interfere substantially with the movement of any migratory fish?	☐	☒	☐	☐
7.	Located in a migratory flyway or migration route?	☐	☒	☐	☐
8.	Conflict with any local ordinances protecting resources such as tree preservation?	☐	☒	☐	☐
9.	Introduce or cause the spread of invasive species during construction and/or operation?	☐	☒	☐	☐
10.	Affect any national/state/local wildlife/waterfowl refuges on or adjacent to project area?	☐	☒	☐	☐

Land Use and Socioeconomic Characteristics:		YES	NO	POSSIBLE	EXHIBITS*
1.	Have a disproportionate impact on low income or minority populations?	☐	☒	☐	☐
2.	Physically divide a community?	☐	☒	☐	☐
3.	Induce substantial population growth?	☐	☒	☐	☐
4.	Alter the present or planned use of an area?	☐	☒	☐	☐

		YES	NO	POSSIBLE	EXHIBITS*
5.	Displace a substantial number of people, housing or businesses?		X		
6.	Would the proposal affect existing housing?			X	
7.	Convert important farmland?		X		
8.	Be located within two miles of a public airport?		X		
9.	Has any part of the site been classified an environmentally sensitive area?		X		
10.	Displace any existing recreational uses?		X		

Historic and Cultural Characteristics:

		YES	NO	POSSIBLE	EXHIBITS*
1.	Result in an effect to historic properties on-site or adjacent to the site listed on or eligible for listing on the National Register of Historic Places?		X		
2.	Is the proposed site on or adjacent to tribal lands?		X		
3.	Result in excavation of soil?	X			
4.	Would the proposal alter or destroy prehistoric or historic archeological sites?		X		
5.	Result in an effect to properties designated as National Historic Landmarks?		X		
6.	Would the proposal result in an adverse physical or aesthetic affect to a historic property?		X		
7.	Anticipated level of effort for Section 106 compliance?		X		

Hazardous/Toxic Materials:

		YES	NO	POSSIBLE	EXHIBITS*
1.	Does the site presently have known USTs or ASTs?		X		
2.	Is there any evidence of existing USTs, such as vent pipes, fill caps, etc.?		X		
3.	Have UST's ever been located on the property?		X		
4.	Do the past uses of the site suggest hazardous or toxic materials may be present at or near the site?			X	
5.	Are there curb cuts, footings, or other evidence of former buildings on site?		X		
6.	Does the site or building contain any of the following: • PCB electric transformers? • Urea formaldehyde? Friable asbestos? • Lead-based paints? Radioactivity? • Radon? • Soil contamination?			X	
7.	Is the site on or near an EPA or State Superfund or priority cleanup?		X		

Energy and Utilities:

		YES	NO	POSSIBLE	EXHIBITS*
1.	What kinds of energy (electric, natural gas, oil) will be used to meet the project's needs for construction/operation?		X		

	YES	NO	POSSIBLE	EXHIBITS*
2. Are utilities available to the site? What type (electricity, natural gas, water, garbage, telephone, sanitary sewer)?	☐	☐	☐	☐

Public Services and Facilities:	YES	NO	POSSIBLE	EXHIBITS*
1. Will the project result in an increased need for public services (fire, police, health care, schools)?	☐	☒	☐	☐
2. Would the proposal result in a decrease in parks or open space?	☐	☒	☐	☐

Transportation:	YES	NO	POSSIBLE	EXHIBITS*
1. Will the project change traffic patterns or volumes in the area?	☐	☐	☒	☐
2. Does the site have access constraints?	☐	☒	☐	☐
3. Will the project require any new roads or streets, or improvements to existing roads or streets?	☐	☒	☐	☐
4. Will the proposal result in an increase of vehicular trips per day to the site?	☐	☐	☒	☐
5. Will the proposal result in increased hazards to motor vehicles, bicyclists or pedestrians?	☐	☒	☐	☐

Construction Activities:	YES	NO	POSSIBLE	EXHIBITS*
1. Would the proposal result in the following?	☐	☐	☐	☐
a) increased ambient noise due to equipment?	☒	☐	☐	☐
b) degrade local air quality due to dust, equipment exhaust and/or burning debris?	☐	☒	☐	☐
c) deteriorate water quality from erosion or pollutant runoff?	☐	☒	☐	☐
d) disrupt off-site and local traffic patterns?	☒	☐	☐	☐

Alternatives Considered: EXHIBITS*

1. Alternative locations (identify): ☐

2. Alternative designs (identify): ☐

CEQ Significance Factors (40 CFR 1508.27):	**YES**	**NO**	**POSSIBLE**	**EXHIBITS***
1. Is there anything in the context of the project that would suggest impacts might be significant?	☐	☒	☐	☐
2. Is the intensity of any of the following factors such that the impacts might be significant?	☐	☐	☐	☐
a) Beneficial and adverse impacts?	☐	☒	☐	☐
b) Human health or safety impacts?	☐	☒	☐	☐
c) Impacts on unique characteristics of the area, such as historic or cultural resources, park lands, prime farmlands, wetlands, floodplains, wild and scenic rivers, or ecologically critical areas?	☐	☒	☐	☐
d) Impacts that are likely to be highly controversial?	☐	☒	☐	☐
e) Impacts that are highly uncertain or involve unique/unknown risks?	☐	☒	☐	☐
f) The action establishes a precedent for future actions with potentially significant effects?	☐	☒	☐	☐
g) Impacts that are reasonably expected to be cumulative?	☐	☒	☐	☐
h) Adverse impacts on districts, sites, highways, structures, or objects listed in or eligible for listing in the National Register of Historic Places, or impacts that may cause loss or destruction of significant scientific, cultural, or historical resources?	☐	☒	☐	☐
i) Adverse impacts on threatened or endangered species or its critical habitat as determined under the Endangered Species Act?	☐	☒	☐	☐
j) The action threatens a violation of Federal, state or local law or requirements imposed for the protection of the environment?	☐	☒	☐	☐

F. Does the proposal result in FEMA's Extraordinary Circumstances?

I.	Greater scope or size than normal for a particular category of action?	☐ Yes	☒ No
II.	High level of public controversy?	☐ Yes	☒ No
III.	Potential to degrade already poor environmental conditions?	☐ Yes	☒ No
IV.	Use of unproven technology with the potential for adverse effect?	☐ Yes	☒ No
V.	Presence of endangered or threatened species or their critical habitat?	☐ Yes	☒ No

VI. Presence of archaeological, cultural or historic properties? ☐ Yes ☒ No

VII. Presence of hazardous or toxic substances at levels that exceed Federal, state, or local regulations or standards requiring action? ☐ Yes ☒ No

VIII. Potential to affect adversely special status areas such as wetlands, coastal zones, wildlife refuges, wilderness areas, wild and scenic rivers or sole source drinking water aquifers? ☐ Yes ☒ No

IX. Potential to adversely affect human health and safety? ☐ Yes ☒ No

X. Would the project violate federal, state, local laws or tribal law or requirement imposed for the protection of the environment? ☐ Yes ☒ No

XI. Potential for significant cumulative impact with other RFFAs? ☐ Yes ☒ No

XI. Potential for significant cumulative impact with other RFFAs? ☐ Yes ☒ No

If yes, identify: ______________________________

G. **Is the proposed project for HMA funding part of a larger proposal that would subject the entire project to Federal environmental review?** ☐ Yes ☒ No

H. **Does the application contain measures to avoid, reduce, minimize, or compensate potential environmental impacts?** ☒ Yes ☐ No

If yes, describe: Power poles treated with a known carcinogen would be removed appropriately based on Cal OSHA standards to avoid any risk to workers.

I. Were mitigation measures included in the proposal's budget? ☐ Yes ☒ No

J. What is the potential EHP cost of compliance relative to the requested federal share (cost of compliance refers to FEMA or FEMA contractor preparation of compliance activities not cost for mitigation measures that the Subapplicant would be responsible for):

High (>50% of requested Federal share) ☐
Medium (25-50% of requested Federal share) ☐
Low (<25% of requested Federal share) ☒

K. What is the anticipated Environmental compliance costs associated with the overall project?

High (>50% of requested Federal share) ☐
Medium (25-50% of requested Federal share) ☐
Low (<25% of requested Federal share) ☐
Not enough information to determine ☒

*** IF APPLICABLE, ADDITIONAL INSTRUCTIONS FOR NARRATIVE RESPONSES AND EXHIBITS**

1. **Floodplains** – Provide FEMA FIRM Map with site location clearly marked.

2. **Wetlands** – If the primary site alternative and/or its practicable alternative require a Section 10 of the Rivers and Harbors Act or a CWA Section 404 permit. Provide status of USACE permit receipt. Attach NWI wetlands map, as necessary.

3. **Viewshed** – If the proposed project is located in or adjacent to a residential or historic district, perform and provide a Visual Impact Assessment.

4. **Existing habitat** – Identify and describe any existing, observed in the field, or known or expected to exist flora and fauna species at the project site and immediately surrounding the site.

5. **Endangered/threatened species and/or critical habitat** – Contact local Ecological Services Field Office of the U.S. Fish and Wildlife Service (FWS) and obtain information and listing of any E/T **known to exist at the site or in the immediate vicinity.**

6. **Migratory Flyway or migration barrier** – If the proposed project is new construction or extension of an existing tower of 30' in height or more complete Tower Site Evaluation Form.

7. **Invasive Species** – Provide information about Subapplicant's plans for re-vegetation and avoidance of spreading invasive species during construction.

8. **Minority of low-income populations** – If the proposed project will impact minority and low- income populations as identified in Executive Order 12898, perform evaluation in accordance with EPA guidance on performing Environmental Justice Analysis.

9. **Farmland** – If alternative would convert or impact important farmland, complete and submit NRCS Form AD 1006 to the Natural Resources Conservation Service for rating. Attached completed and signed form (by NRCS).

10. **Historic and Cultural Characteristics** – Identify any listed, eligible or potentially eligible historic/archaeological resources the APE. Provide CHRIS, data sheets or other sources obtained from State Historic Preservation Officers used to identify such properties.

11. **Hazardous Substances** – Provide a description of any hazardous, toxic materials found at the site.

12. **Roadway and Access** – Provide description of what, where, how, length, width, depth, material, permanent or temporary and drawings including site plan and cross sectional drawing. If roadway is temporary, how will fill material (If CWA fill permit required, see #2 above) or roadway surfacing be removed and site restored.

13. **Alternatives Considered** – Provide a description and a justification for elimination of other proposed project locations and designs considered.

PREPARED BY:	Yolanta Schwartz
TITLE:	Planning Director
TELEPHONE:	310-377-1521
DATE:	4/18/2019

U.S. Department of Homeland Security
Region IX
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

October 27, 2021

Elaine Jeng
City Manager, City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, California 90274

Subject: Notice of Endangered Species Act Compliance
FEMA HMGP 4382-177-07
Subapplicant: City of Rolling Hills

Dear Ms. Jeng,

FEMA Environmental and Historic Preservation (EHP) received the enclosed ESA Review Form signed by the U.S. Fish and Wildlife Service (USFWS). This completes the Section 7 consultation for the following FEMA Project:

FEMA Project #	Title	ESA Effects Determination
HMGP 4382-177-07	Eastfield Drive Electricity Utility Undergrounding	NLAA: Coastal California gnatcatcher

The proposed actions are covered activities and have been appended under a Programmatic Biological Opinion (PBO) issued by the U.S. Fish and Wildlife Service, Carlsbad Office on May 31, 2019. The Programmatic Biological Opinion and ESA Review Form describes the potential impacts and contains a list of applicable General Avoidance and Minimization Measures (AMMs) and Species-Specific Conservation Measures (CMs) which the City of Rolling Hills (Subapplicant) shall implement for the duration of the proposed project. The corresponding AMMs and CMs are described in detail in the May 31, 2019 PBO. It is responsibility of the Subapplicant to comply with all applicable AMMs, CMs, and terms and conditions of the ESA Review Form submitted by FEMA.

Please sign the enclosed ESA Review Form confirming receipt and understanding of the ESA compliance requirements and return to FEMA EHP at your earliest convenience.

If you require additional information related to this correspondence, please contact me at david.cohen@fema.dhs.gov or (510) 627-7063. For information regarding the USFWS concurrence, contact Jesse Bennett, Fish and Wildlife Biologist at jesse_bennett@fws.gov or (760) 750-0632.

Sincerely,

SCOTT SOBIECH Digitally signed by SCOTT SOBIECH
Date: 2019.05.31 10:30:54 -07'00'

David R. Cohen
for Michael Audin
Acting Environmental Officer
FEMA Region IX

ESA Review Form for FEMA Funded Projects To be Covered Under the PBO from the Carlsbad FWO Jurisdiction in California (to be submitted to USFWS)

INSTRUCTIONS: This Endangered Species Act (ESA) Review Form is for proposed projects that may be funded under various Federal Emergency Management Agency (FEMA) grants programs in California and that would be covered under the U.S. Fish and Wildlife Service (USFWS) Programmatic Biological Opinion (PBO) from the Carlsbad Fish and Wildlife Office (FWO). This form must be filled out by a qualified Biologist[1]. This form provides information for FEMA to make a determination of effects on federally listed species[2] and their Critical Habitat[3] from the Subapplicant's proposed project for compliance with the ESA. For Subapplicant's proposed projects that meet the criteria for coverage under the PBO, FEMA would submit this completed form to the USFWS and request coverage under the PBO from the Carlsbad FWO.

There are five sections and a summary table in this form (check the sections being submitted):

- ☒ **Summary Table**,
- ☒ **Section A:** Information on the proposed project,
- ☒ **Section B:** Determination of effects to federally listed species and/or Critical Habitat protected under the ESA,
- ☒ **Section C:** ESA Review for Not Likely to Adversely Affect (NLAA) and Likely to Adversely Affect (LAA) determinations for proposed projects,
- ☐ **Section D:** For the Carlsbad FWO to complete and sign, and
- ☐ **Section E:** For Subapplicant to complete and sign.

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1 A qualified Biologist consists of an environmental professional with at least a Bachelor's degree in Biology, Ecology, Natural Resources, Environmental Sciences, or similar field, and has at least two years of experience working with federally listed species, their habitats, and Endangered Species Act implementation in the State of California.

2 In this form, the term "federally listed species" includes species listed or proposed to be listed as threatened or endangered under Endangered Species Act.

3 In this form, the term "Critical Habitat" refers to designated Critical Habitat and proposed Critical Habitat for federally listed species protected under the Endangered Species Act.

After completing all the applicable sections in this form, please fill out the Summary Table below:

Summary Table:
Summary of ESA Effects Determination on Federally Listed Species and Critical Habitat

<table>
<tr><th>Site/LOP #</th><th>Species Name</th><th>ESA Effects Determination</th><th>Critical Habitat</th></tr>
<tr><td colspan="4">FEMA Grant # or Disaster # and Project Worksheet #:
(Note: if multiple Grant Projects, PWs, or sites are included in this ESA Review form, list each one separately)</td></tr>
<tr><td>Eastfield Drive Electricity Utility Undergrounding project areas</td><td>Coastal California gnatcatcher (Polioptila californica californica)</td><td>May affect, but is not likely to adversely affect</td><td>May affect, but is not likely to adversely affect critical habitat</td></tr>
<tr><td colspan="4">Is there a concurrent ESA consultation for this project to address federally listed species <u>not</u> covered under the PBO issued by the Carlsbad FWO?
☐ YES ☒ NO</td></tr>
</table>

Note 1: If the Subapplicant's proposed project is under another Federal agency's jurisdiction (e.g., U.S. Forest Service, National Park Service, Bureau of Land Management, Bureau of Reclamation, etc.) or another Federal agency is functioning as the Lead Federal Agency (e.g., U.S. Army Corps of Engineers), then there is no need to prepare this FEMA form.

Note 2: FEMA is not requesting concurrence from the USFWS for sites with a No Effect determination. Instead, FEMA is simply documenting its No Effect determinations for specific sites for internal record-keeping.

Name of Qualified Biologist, Organization, and Date of Preparation:
Sam Bankston, CDM Smith, June 17, 2021

Biologist's Qualifications:
Professional Degree: B.S. Aquatic Biology, University of California at Santa Barbara

Years of experience working with federally listed species, their habitats, and Endangered Species Act implementation in the State of California: 8 years

SECTION A. INFORMATION ON PROPOSED PROJECT (press F11 to advance to the next field)

A.1. Name of Subapplicant[4] (Agency Name):
City of Rolling Hills

A.2. Project Name, and FEMA Grant # or Disaster and Project Worksheet (PW) #s:
Eastfield Drive Electricity Utility Undergrounding, HMGP 4382-177-07

A.3. Project Location (street address, latitude/longitude, or UTM and Datum/Zone), and Municipality/County/State:
The project area is located along Eastfield Drive—with the exception of two proposed staging areas along Crest Road—in the southeastern portion of the incorporated City of Rolling Hills, Los Angeles County, California. The following latitude/longitude coordinates correspond to the approximate center of the overall project area: 33.752115, -118.336924.

A.4. Description of Subapplicant's Proposed Project:

Select the applicable project type(s)[5]:

- ☐ **Non-Emergency Debris Removal**
- ☐ **Road and Trail Construction**
- ☒ **Utility Construction**
- ☐ **Rail Line Construction**
- ☐ **Flood Control Activities**
- ☐ **Culvert Construction**
- ☐ **Bridge Construction**
- ☐ **Bank Protection, Stabilization, and Erosion Control Activities**
- ☐ **Detention/Retention, or Basin Water Storage Facility Construction**
- ☐ **Linear Water Conveyance Facility Construction**
- ☐ **Shoreline Facilities - Recreational or Maritime Use**
- ☐ **Shoreline Facilities - Protection**
- ☐ **Wildfire Risk Reduction**
- ☐ **Airport Runway Construction**
- ☐ **Facility Disaster Mitigation Activities**
- ☐ **Building and Facility Construction**
- ☐ **Channelization**
- ☐ **Stormwater Management**
- ☐ **Dam Construction**

Provide a detailed narrative of the project that clearly describes the scope of work at a sufficient level of detail to support all analysis needed for compliance with the ESA (please note, this will likely include additional detail found in project plans, design drawings, site visits, etc.). Please explain construction methods here (e.g., equipment to be used, access routes, construction work areas, construction staging areas, pile driving methods and materials, etc.), and see Section A.6 below to add further details concerning construction duration and timing. Include the Subapplicant's best management practices[6] (BMPs) to be implemented and other Subapplicant-planned measures and post-construction activities, if applicable.

[4] In the case of a Tribe, the term to be used is "Applicant" or "Subapplicant" depending on the specific grant circumstance.

[5] The term "construction" may include repairing, replacing, relocating, modifying, or demolishing an existing facility or constructing a new facility.

[6] The BMPs are measures proposed by the Subapplicant, which are different from the general avoidance and minimization measures and species-specific conservation measures required in the PBO from the Carlsbad FWO.

The City of Rolling Hills (City) proposes to bury existing overhead utilities lines and to remove associated wooden utility poles along Eastfield Drive to reduce the risk of wildfire and the associated risk of loss of life, property, and services in the area. The project area is situated in the San Pedro Hills of the Palos Verdes Peninsula. This area is characterized by deep canyons and hilly terrain and has been designated as a Very High Fire Hazard Severity Zone by the Los Angeles County Fire Department. Eastfield Drive is a long, winding residential street on the southeast side of the City. Many of the properties to the east side of Eastfield Drive slope away from the street, and according to the City, are prone to fire. The trees that line Eastfield Drive intertwine with the existing utility wires, and because of continual tree growth, it is difficult to keep these wires clear of tree branches. In the event of equipment malfunction or disturbance from adverse natural events (e.g., high winds or earthquakes), existing powerlines may generate sparks that would likely ignite adjoining trees—resulting in the potential for fires that could spread to surrounding residential areas.

The City would work with Southern California Edison to perform and manage the design, engineering, and construction of the project. The project would entail burying approximately 4,735 feet of overhead 16 kilovolt utility lines along Eastfield Drive and the removal of up to 35 utility poles, along with the overhead wire and equipment attached to them. In addition, 5 concrete vaults, 10 transformer pads, and 11 handholes would be installed. The concrete vaults would accommodate underground switches and splicing, the transformer pads would accommodate underground-fed transformers (this equipment is needed to step down the voltage supplied to surrounding residences), and handholes would accommodate modifications necessary to supply electrical services to individual residences.

To place the 9,140 feet of 5-inch diameter polyvinyl chloride (PVC) conduit and 3,226 feet of 3-inch diameter PVC conduit required for installation of underground cables, trenches measuring 2 feet in width and approximately 4 feet in depth would be excavated over a distance of approximately 3,462 feet. To construct the vaults, excavations measuring 14 feet long, 7 feet wide, and 8 feet deep for each vault would be required. Excavation activities would be limited to previously disturbed areas along existing roads and would involve the removal of some existing roadway asphalt, landscape soil, and concrete driveways. Asphalt and concrete removal would be completed using a backhoe and/or jackhammer or by hand digging. Once removed, excavated materials would be properly disposed of or recycled, and it is anticipated that sand bedding topped with a slurry would be used as backfill.

Vegetation removal activities would be conducted at existing pole locations and at the proposed vault locations. Ground-disturbing activities—including vegetation removal—associated with utility pole removal would occur within an approximate 5-foot radius of each pole, to a depth of approximately 5 feet.

Construction staging areas would be used to temporarily store equipment and materials such as PVC conduits and spools of wire. No ground disturbance would be necessary to prepare staging areas for use. The work sites and staging areas would be accessed using existing paved roads. Areas that are disturbed during project implementation would be restored to their original condition once work is complete.

Attach project plans, layouts, engineering drawings, if available. Reference those attachments below.
Attachment C contains engineering drawings.

Describe the construction equipment:
It is anticipated that the construction contractor would use at least 2 backhoes, 2 equipment trucks (i.e., flatbed trucks), 2 boom trucks (to facilitate work on overhead wires), and 5 work trucks (to haul equipment and personnel) on a daily basis. Additionally, jackhammers and saws would be used where asphalt and/or concrete removal is required.

Describe the access routes:
Personnel and equipment would most likely enter the Eastfield Gate off of Palos Verdes Drive East to access the site via Eastfield Drive. All vehicle access would be on existing roads.

Describe the construction staging and work areas:
The work area includes paved portions of Eastfield Drive in addition to existing disturbed utility easements and road shoulders. These road shoulders and utility easements are generally characterized by residential

development and ornamental landscaping. Construction staging areas would be on existing road shoulders along Crest Road—approximately 0.4 mile southwest of the work area (Attachment A, Figure 1).

If the Subapplicant's proposed project includes vegetation removal and/or trimming, describe the vegetation type and the extent that would be removed and/or trimmed. Describe the planned revegetation efforts, which should be consistent with the measures described in the PBO from the Carlsbad FWO.
Vegetation removal is anticipated at existing pole locations and proposed vault locations. It is anticipated that vegetation would be cleared within an approximate 5-foot radius of existing pole locations and for an area commensurate with the expected extent of excavation at proposed vault locations (i.e., approximately 14 feet long and 7 feet wide). Not all poles and vaults would require vegetation removal, but vegetation removal is assumed for this analysis.

A.5. Description of the Action Area[7]:

Please attach a map(s), aerial image, photographs, GIS data layers, and other information on the Action Area.
Attachment A contains figures depicting the Action Area (AA) and surrounding landscape.
Attachment B contains representative photographs of the AA and a summary of the site assessment conducted on May 27, 2021.

Briefly describe the project footprint[8], and include the size of the project footprint (acres, square feet, etc.):
The overall project footprint consists of the estimated extent of ground disturbance—comprising those areas that would be subjected to excavation and vegetation removal activities—as well as proposed staging areas. Therefore, it is conservatively estimated that the overall project footprint would encompass approximately 1 acre.

Briefly describe the Action Area in a few sentences including the size of the Action Area (acres, square feet, etc.) and explain the buffer or distance from the project footprint used to define the Action Area:
The AA consists of the overall project footprint in addition to a 500-foot buffer where there could be effects from noise, vibration, and dust associated with vegetation clearing, excavation, and equipment operation. This buffer does not apply to staging areas because disturbance levels associated with construction staging activities are expected to be minimal and comparable to ambient levels. Therefore, the overall AA encompasses approximately 107 acres.

Please include a description of the vegetation communities, aquatic habitats, slope, elevation, ambient noise levels, and any sensitive biological resources in the Action Area.
A reconnaissance-level site assessment was conducted by a FEMA-qualified biologist on May 27, 2021—as described in Section B.1. Based on the site assessment, the AA (approximately 155 acres) is primarily comprised of residential development, ornamental landscaping, paved roads, and managed road shoulders. The AA extends into several canyons with steep terrain with vegetation classified as holly leaf cherry - toyon - greenbark ceanothus (approximately 3.8 acres), composed of toyon (*Heteromeles arbutifolia*), California sagebrush (*Artemisia californica*), and lemonade berry (*Rhus integrifolia*). The AA also includes numerous dense patches (approximately 8.1 acres) of nonnative black mustard (*Brassica nigra*), short pod mustard (*Hirschfeldia incana*), and/or radish (*Raphanus* spp.), and an area (approximately 0.009 acre) situated south of the westernmost staging area that was classified as California sagebrush - black sage scrub and co-dominated by California sagebrush and black sage (*Salvia mellifera*) (refer to Attachment B, Figure 2).

The AA is characterized by moderate to very steep slopes and is situated at an elevation of approximately 1,120 feet above mean sea level (Google Earth 2021). There are no aquatic habitats or features within or near the

7 Action Area is defined as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action (50 CFR §402.02).

8 Project footprint corresponds to all the areas directly disturbed by implementation of the Subapplicant's proposed project, including structures, construction staging areas, access routes, any areas of ground disturbance, etc.

AA. There is likely a significant amount of ambient noise within the project footprint due to regular vehicular traffic and residential uses.

Figure 2 (Attachment A) shows all sensitive biological resources in the California Natural Diversity Database (CNDDB) (California Department of Fish and Wildlife [CDFW] 2021) within a 10-mile radius of the AA. Figure 3 (Attachment A) shows all designated Critical Habitat within a 10-mile radius of the AA (USFWS 2021). Attachment B contains a summary of the site assessment as well as representative site photographs. Attachment D contains the Information for Planning and Consultation (IPaC) Species List (USFWS 2021).

Are any water bodies including rivers, streams, seasonal wetlands (i.e., vernal pools, ponds, wet meadows, etc.), estuaries, or coastal water bodies located within the Action Area?
☐ **YES** ☒ **NO**

If Yes, will in-water work be needed for completion of the Subapplicant's proposed project?
☐ **YES** ☐ **NO**
Not applicable

If No, how far is the water body from the limits of ground disturbance and/or vegetation removal?
Not applicable

What is the name of the river, stream, estuary, or coastal water body? If the river/stream is a tributary, provide the name of the receiving water body. For seasonal/annual bodies of water, describe the time of year and the duration of time that water is typically present. Describe the flow of water (i.e., still, slow moving, swift, etc.) anticipated during the scheduled activities for the proposed project.
Not applicable

A.6. Proposed Project Schedule and Duration:
Please provide start and end dates (including month and year) of project implementation, number of work days, and number of work hours per day (e.g., 5 days of work for 10 hours per day).

Start Date August 31, 2021 **End Date** August 31, 2025
No work would occur during the typical Coastal California gnatcatcher (CAGN) breeding season (February 15–August 30) in accordance with species-specific conservation measure CAGN-2 (Seasonal Avoidance).

Number of work days: Approximately 590 work days.

Number of work hours per day: 8 hours

Will any work activities occur during nighttime? If so, please describe them.
The project would not involve any night work.

A.7. Outside of FEMA's Memorandum of Understanding[9] (MOU) coordination with USACE, has a previous formal or informal ESA consultation or Technical Assistance with the Carlsbad FWO been initiated or completed for the Subapplicant's proposed project? This may include a larger project by another Federal agency (e.g., Corps 404 permit, Bureau of Reclamation grant funded project, etc.) that encompasses the proposed project.

☐ **YES** ☒ **NO**

If so, please include a copy of this documentation.

SECTION B. DETERMINATION OF EFFECTS TO FEDERALLY LISTED SPECIES AND/OR CRITICAL HABITAT PROTECTED UNDER ESA

B.1. Does the Action Area for the Subapplicant's proposed project have the potential to support federally listed species and/or does it contain Critical Habitat including physical or biological features essential for the conservation of the species? Also, describe the methods and results of any listed species surveys and/or habitat assessments conducted.

Surveys/Habitat Assessment:

☐ **NO**

It has been determined that the Action Area occurs either:

☐ **a) Outside the range of any federally listed species,**

☐ **b) Within the range of a federally listed species but outside of occupied or suitable habitat and outside Critical Habitat, or**

☐ **c) Within Critical Habitat designation but lacks the physical or biological features essential for the conservation of the species.**

<u>Go to B.2</u>.

☒ **YES. <u>List the federally listed species and Critical Habitat</u> that are present or potentially present in the Action Area of the Subapplicant's proposed project (<u>go to B.2</u>)**

- Coastal California gnatcatcher (*Polioptila californica californica*)
- CAGN Critical Habitat

As previously noted, a reconnaissance-level site assessment was performed on May 27, 2021. This assessment consisted of a pedestrian survey of the AA, including the project footprint and 500-foot buffer. The study area was assessed for presence of federally listed species and for the presence suitable habitat for federally listed species with the potential to occur in the AA. Existing vegetation communities and land cover types were mapped using methods prescribed in *A Manual of California Vegetation Online* (California Native Plant Society. 2021). Because of access limitations, most of the 500-foot buffer was assessed from a distance using binoculars. However, visibility was limited in some areas, and consequently, vegetation mapping of the 500-foot buffer was partially completed via desktop analysis by comparing aerial signatures with existing vegetation datasets for nearby areas (refer to Attachment B, Figure 2). Portions of the AA overlap a total of approximately 27 acres of designated critical habitat for CAGN, including the eastern edge, the northwestern corner, the southwestern corner of the AA, and parts of both staging areas (Attachment A, Figure 1).

<u>References</u>

California Native Plant Society. 2021. A Manual of California Vegetation, Online Edition. Available at: http://www.cnps.org/cnps/vegetation/. Accessed May 2021.

[9] The MOU refers to the 2015 Executed Memorandum of Understanding Regarding National Environmental Policy Act, Endangered Species Act, Magnuson-Stevens Fishery Conservation and Management Act, National Historic Preservation Act, Rivers and Harbors Act Section 10 Permits, and Clean Water Act Section 404 Permits for Federal Emergency Management Agency Projects in California, Nevada, and Arizona (and subsequent annual updates).

B.2. Could the Subapplicant's proposed project affect federally listed species and/or Critical Habitat (i.e., the physical or biological features essential for the conservation of the species) in the Action Area?

☐ **NO**

No Effect. **FEMA has determined that implementation of the proposed project would have no effects on federally listed species and/or Critical Habitat. If a No Effect determination has been made for the proposed project, you do not need to complete this form. No notification to FEMA is required.**
No consultation with the USFWS is required under the ESA.

☒ **YES (go to B.3)**

B.3. Briefly describe the species potential to occur onsite, starting with the Information for Planning and Consultation (IPaC) report, and including but not limited to, the closest California Natural Diversity Database (CNDDB) occurrences, suitable habitat, surveys nearby, Recovery Plan Core Areas, etc.

Based on the proposed scope of work, environmental conditions, land-use history, and biogeography of the species with potential to occur on-site, only one federally-listed species has the potential to occur in the AA—CAGN. Attachment E provides a table summarizing ESA effect determinations for the remaining federally listed species that were considered for their potential to occur in the AA and a rationale for why these species were dismissed from further review.

The nearest documented CNDDB occurrence of CAGN is approximately 200 feet south of the southern extent of the AA (i.e., the westernmost staging area). The site assessment determined that the project footprint is entirely composed of developed land and landscape vegetation. Portions of the AA classified as holly leaf cherry - toyon - greenbark ceanothus and California sagebrush - black sage scrub could support nesting pairs; however, these suitable areas are relatively far from the work areas and are fragmented by the residential lots. The project footprint provides only marginal dispersal habitat for individuals moving to or from these areas. Adult CAGN generally avoid movement through disturbed habitats unless such areas are interspersed with patches of suitable sage scrub habitat (Atwood and Bontrager 2020). Juveniles are known to use highly modified landscapes—including residential development—during post-breeding dispersal (Bailey and Mock 1998).

There is potential for some portions of the AA to support CAGN breeding. However, no work would occur during the typical CAGN breeding season from February 15 to August 30. It is expected that CAGN presence within the project footprint itself would be limited to transitory occurrences of juveniles during post-breeding movements toward the end of the breeding season—during May and June—when peak fledgling dispersal is anticipated and when project implementation would not occur (Grishaver et al. 1998).

References

Atwood, J. L. and D. R. Bontrager. 2020. California Gnatcatcher (*Polioptila californica*), version 1.0. In Birds of the World (A. F. Poole and F. B. Gill, Editors). Cornell Lab of Ornithology, Ithaca, NY, USA. https://doi.org/10.2173/bow.calgna.01

Bailey, E.A. and P.J. Mock. 1998. Dispersal capability of the California Gnatcatcher: a landscape analysis of distribution data. Western Birds 29: 351-360.

Grishaver, M.A., P.J. Mock, and K.L. Preston. 1998. Breeding behavior of the California Gnatcatcher in southwestern San Diego County, California. Western Birds 29: 299-322.

B.4. Select the federally listed species that may occur in the Action Area, and select the appropriate ESA determination based on the highest level of potential effects as described below:

- **If FEMA has determined that the proposed project May Affect, but is Not Likely to Adversely Affect (NLAA) federally listed species and/or their Critical Habitat, the effects would be insignificant, discountable or wholly beneficial[10]. No adverse effects to listed species, take of individual(s) of a listed species, and/or adverse effects to Critical Habitat will occur. Complete Sections C.1, C.2, C.3, and C.5 (skip Sections C.4 and C.6) of this form.**

- **If FEMA has determined that the proposed project May Affect, and is Likely to Adversely Affect (LAA) at least one federally listed species and/or their Critical Habitat, adverse effects to at least one federally listed species or at least one physical or biological feature of Critical Habitat may occur to reach an LAA determination. This may include, but is not limited to, incidental take[11] of a federally listed species. Complete Sections C.1 through C.6 of this form.**

Federally Listed Species or Critical Habitat	**Applicable ESA Determination**
☒ Coastal California gnatcatcher (CAGN) (*Polioptila californica californica*)	☒ NLAA or ☐ LAA
☒ CAGN Critical Habitat	☒ NLAA or ☐ LAA

[10] Beneficial effects are contemporaneous positive effects without any adverse effects to the species. Insignificant effects relate to the size of the impact and should never reach the scale where take occurs. Discountable effects are those extremely unlikely to occur. Based on best judgment, a person would not: (1) be able to meaningfully measure, detect, or evaluate insignificant effects; or (2) expect discountable effects to occur. (1998 ESA Section 7 Consultation Handbook)

[11] Take: Under the ESA "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct [ESA §3(19)].

SECTION C. ESA REVIEW FOR NLAA AND LAA DETERMINATIONS FOR PROPOSED PROJECTS

C.1.

a. Briefly describe the potential effects[12] from implementation of the Subapplicant's proposed project(s) in the Action Area. Refer to the PBO or LOC (see Appendix A) from the Carlsbad FWO for a description of potential effects, and describe <u>additional details</u> as applicable. Please clearly differentiate the appropriate response for each project or project site.

Potential Effects of the Subapplicant's Proposed Project.	Applicable Project or Site(s)	List Species Potentially Affected	Is Critical Habitat Potentially Affected, including Effects on Specific Physical and Biological Features[13]
☐ **Erosion, turbidity, and/or sedimentation -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☒ **Hazardous materials spills –** The accidental release of hazardous materials used to maintain construction equipment could degrade the quality of nearby suitable habitat—including critical habitat that supports the physical and biological features necessary for CAGN nesting (PBF 1).	AA	CAGN	☒
☒ **Change in noise, vibration, lighting, dust, or temperature** – Construction noise and associated visual disturbances could disrupt normal CAGN dispersal behavior if either were to occur during the CAGN breeding season.	AA	CAGN	☐ Not applicable
☒ **Introduction of invasive species and pathogens** - The proposed project has the potential to spread invasive plant species to adjacent habitats that are suitable for CAGN—including designated critical habitat (PBF 1)—through contaminated construction equipment and materials. The spread of invasive species could affect species composition leading to decreased habitat suitability for CAGN in affected areas.	AA	CAGN	☒

[12] 'Effects of the action' is defined as all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (50 CFR § 402.17).

[13] Per 81 *FR* 7414, the physical or biological features refer to the features that are present that are essential to the conservation of the species and may require special management considerations or protection, which were formerly referred to as "Primary Constituent Elements."

☐ **In-water disturbance -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ **Dewatering of streams, creeks, or wetlands -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ **Streambed, bank, or shoreline modification, or other alteration of hydrology -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ **Underwater noise, vibration and sound pressure -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ **Loss or alteration of vernal pool habitat -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ **Riparian habitat removal or degradation –** Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ **Riparian habitat modification or fragmentation -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ **Loss or alteration of other suitable habitat for listed species -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ **Trampling, crushing or entrapment -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ **Species capture and relocation -** Not applicable	Not applicable	Not applicable	☐ Not applicable
☒ **Barriers to migration and species movement –** Project-related disturbance may hinder CAGN movement by precluding use of the AA as a dispersal corridor during the construction period.	AA	CAGN	☐ Not applicable
☐ **Herbicide use -** Not applicable	Not applicable	Not applicable	☐ Not applicable

b. Describe any additional details on the potential effects on federally listed species not discussed above, including beneficial effects.

The proposed action would have long-term beneficial effects on CAGN by reducing the risk of wildfires sparked by electrical lines that could spread to surrounding areas resulting in significant habitat loss.

c. Describe any additional details on the potentials effects on Critical Habitat not discussed above, including beneficial effects. If there are adverse effects, quantify the area (in acres, square feet, etc.) of Critical Habitat affected.

Where portions of the AA overlap approximately 27 acres of designated critical habitat for CAGN—the eastern edge, the northwestern corner, the southwestern corner of the AA, and parts of both staging areas—such areas largely consist of residential and road development, patches annual grassland interspersed with small patches of scrub-shrub habitat, and wooded hillslopes. As such, these areas are expected to serve primarily as dispersal habitat or marginal foraging habitat for CAGN. Implementation of the proposed action is not expected to cause effects that would decrease the existing conservation value of CAGN designated critical habitat where it overlaps the AA because such areas would only be subjected to temporary noise disturbance that would occur outside of the nesting season.

C.2.

a. Please use the check boxes to select the general *Avoidance and Minimization Measures* from the PBO from the Carlsbad FWO that are applicable and will be implemented by the Subapplicant to avoid and minimize effects. If any AMMs are not applicable, include a brief justification for exclusion.

General Avoidance and Minimization Measures	Applicable Site(s) or Rationale for AMM Exclusion
☒ GEN AMM-1: Erosion and Sedimentation Prevention Measures	AA
☐ GEN AMM-2: Bank Stabilization	No bank stabilization activities would be required because no work would occur on or near existing streambanks.
☒ GEN AMM-3: Dust Control Measures	AA
☒ GEN AMM-4: Spill Control Planning	AA
☒ GEN AMM-5 Spill Prevention and Pollution Control Measures	AA
☒ GEN AMM-6 Equipment Inspection and Maintenance	AA
☒ GEN AMM-7 Fueling Activities	AA
☒ GEN AMM-8: Equipment Staging	AA
☒ GEN AMM-9: Materials Storage and Disposal	AA
☒ GEN AMM-10: Fire Prevention	AA
☒ GEN AMM-11: Waste Management	AA
☐ GEN AMM-12: Work Involving Boats and Barges	No in-water work would be performed.
☒ GEN AMM-13: Work Area Designation to Minimize Disturbance	AA
☒ GEN AMM-14: Access Routes and Staging Areas	AA
☒ GEN AMM-15: Environmental Awareness Training for Construction Personnel	AA
☐ GEN AMM-16: Biological Monitor	A biological monitor would not be necessary because presence of CAGN onsite during project implementation would be very unlikely and other AMMs and CMs would be implemented to avoid or minimize the potential for direct interactions
☒ GEN AMM-17: Daily Work Hours	AA
☐ GEN AMM-18: Entrapment Prevention	Neither excavation activities nor construction materials would pose an entrapment risk to listed species that may occur within the AA.
☒ GEN AMM-19: Water Quality Protection	AA
☐ GEN AMM-20: Revegetation of Stream Banks	No riparian vegetation would be affected.
☒ GEN AMM-21: Restoration of Upland Areas to Pre-Project Conditions	AA
☐ GEN AMM-22: Invasive Aquatic Species	No work would be conducted within or near aquatic habitat.
☐ GEN AMM-23: Work below Mean Higher High Water	No work would be conducted within or near aquatic habitat.

☐ GEN AMM-24: Avoidance of Submerged Vegetation	No work would be conducted within or near aquatic habitat.
☐ GEN AMM-25: Minimization of Shading by Overwater Structures	No work would be conducted within or near aquatic habitat.
☐ GEN AMM-26: Water Diversion and Dewatering	No work would be conducted within or near aquatic habitat.
☐ GEN AMM-27: Fish Relocation	No work would be conducted within or near aquatic habitat.

b. List any additional general AMMs or BMPs developed for the Project(s) that would be incorporated into the Subapplicant's proposed project(s) to avoid and minimize adverse effects. If there are none, simply put "not applicable" below.

Not applicable

C.3. Please use the check boxes to select the species-specific *Conservation Measures* that are applicable from the PBO or LOC (see Appendix B) from the Carlsbad FWO, and indicate why implementation of others is not necessary for the Subapplicant's proposed project to avoid and minimize effects. Delete the tables for the species that do not pertain to this project. Remember to select the species-specific *Conservation Measures* that are applicable for either NLAA (i.e., incidental take coverage is <u>not</u> exempt) or LAA (i.e., adverse effects to federally listed species and Critical Habitat may occur) for each species as appropriate.

☒ **This project has the potential to affect the Coastal California Gnatcatcher (CAGN) and/or its Critical Habitat. The following Species-Specific Conservation Measures will be implemented in the Subapplicant's proposed project to avoid and minimize effects:**

Species-Specific Conservation Measures Coastal California Gnatcatcher	Applicable Site(s) or Rationale for AMM Exclusion
☐ CAGN-1: Habitat Assessment	A FEMA-qualified biologist conducted a reconnaissance-level assessment to determine whether suitable habitat for CAGN is present within the AA on May 27, 2021.
☒ CAGN-2: Seasonal Avoidance	AA
☐ CAGN-3: Work Restrictions Near Active Nests	All work would occur outside of the breeding season.
☒ CAGN-4: Habitat Avoidance	AA
☒ CAGN-5: Habitat Restoration Plan	AA
☒ CAGN-6: Limits on Habitat Disturbance	AA
☒ CAGN-7: No Permanent Loss of Habitat	AA

C.4. For LAA projects only. Briefly describe the mechanism(s) of take as it may occur from implementation of the Subapplicant's proposed project in the Action Area.

This Section is not applicable to this project because no take is anticipated.

C.5. Provide a summary of FEMA's NLAA and/or LAA Determinations for Federally Listed Species and Critical Habitat from implementation of the Subapplicant's proposed project. List all the federally listed species and/or Critical Habitat that could be affected, and summarize those effects as they are presented in this Section. An ESA determination for each federally listed species and/or Critical Habitat is required.

Species: Coastal California gnatcatcher

Determination Rationale for Species: This project *may affect, but is not likely to adversely affect* CAGN because, with the implementation of AMMs and CAGN-specific CMs listed in Sections C.2 and C.3, proposed activities would take place when CAGN are unlikely to occur in the AA (outside of the CAGN breeding season) and would not result in decreased habitat availability or function for CAGN within the AA.

Determination Rationale for Critical Habitat: This project *may affect, but is not likely to adversely affect* designated critical habitat for CAGN with the implementation of AMMs and CAGN-specific CMs that would avoid and/or minimize effects on critical habitat during project implementation.

C.6. For projects with an LAA determination, are there any cumulative effects[14] anticipated from implementation of the Subapplicant's proposed project, including construction activities? If so, please describe them.

SECTION D. FOR THE CARLSBAD FWO TO COMPLETE AND SIGN

Project Name: Eastfield Drive Electricity Utility Undergrounding (FWS-16B0293-21I1393)

FEMA Grant # or Disaster and Project Worksheet #s: HMGP 4382-177-07

☒ **I concur with FEMA's determination on federally listed species and critical habitat as described in this ESA Review Form, pursuant to Section 7 of the Endangered Species Act. The proposed projects are covered activities, and the effects to the listed species presented in this ESA Review Form have been analyzed in FEMA's May 31, 2019, *Section 7 Consultation on FEMA Disaster, Mitigation, and Preparedness Programs in Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties, California* (FWS-CFWO-16B0293-18F1358) (Programmatic Biological Opinion, PBO).**

☐ **Take for listed species presented in Section D of this ESA Review Form are exempt under the May 31, 2019, programmatic biological opinion.**

The proposed projects are appended to the May 31, 2019, programmatic biological opinion under Service File Number FWS-CFWO-16B0293-18F1358-___.Therefore, no further action pursuant to the Act is necessary for the proposed projects unless new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered; the action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered; or a new species is listed or critical habitat designated that may be affected by the identified action.

Signature is listed below:

Carol A Roberts — Digitally signed by CAROL ROBERTS Date: 2021.10.18 14:01:20 -07'00'

October 18, 2021

for **Assistant Field Supervisor** — **Date**

Carlsbad Fish and Wildlife Office

U.S. Fish and Wildlife Service

[14] Cumulative effects are those effects of future State or private activities, not involving Federal activities, that are reasonably certain to occur within the action area of the Federal action subject to consultation (50 CFR §402.02).

SECTION E. FOR SUBAPPLICANT TO COMPLETE AND SIGN
On behalf of the City of Rolling Hills, I have read the requirements from FEMA's Programmatic Biological Opinion (PBO) with the USFWS that are specific to the subject project and plan to implement them accordingly. I understand that failure to implement the required General Avoidance and Minimization Measures and Species-Specific Conservation Measures may jeopardize funding for the subject project. The City of Rolling Hills accepts implementation of the required measures described in this ESA Review Form as a stipulation of funding for Eastfield Drive Electricity Utility Undergrounding, HMGP 4382-177-07. Signature is listed below: ___________________________________ ___________________________________ Print and sign name Date City of Rolling Hills

FEMA Programmatic Biological Opinion (PBO) with the U.S. Fish and Wildlife Service (USFWS)
Post-Construction Monitoring and Reporting Requirements

Information Type	Information Request	Subapplicant/Subrecipient Provided Information
Information on the Project	***A1*** *. FEMA Grant # or Disaster and Project Worksheet (PW) #s*	
	A2. *Project Name*	
	A3. *Name of Subapplicant/Subrecipient (Agency Name)*	
	A4. *Project Location (street address, latitude/longitude, or UTM and Datum/Zone)*	
	A5. *Municipality / County /State*	
	A6. *Date of project initiation*	
	A7. *Date of project completion*	
	A8. *Is this project 100% complete?*	
Information on Impacts to Covered Federally Listed Species under USFWS Jurisdiction	***Impacts to Covered Federally Listed Species A***	
	A9. *Species name*	
	A10. *Actual acres of habitat affected for this Covered Federally Listed Species*	
	A11. *Brief description of restoration efforts for the affected habitat. Attach a report if applicable.*	
	A12. *Number of individuals of this species that were killed, if any, and the date.*	
	A13. *Number of individuals of this species that were injured, if any, and the date.*	
	A14. *Number of individuals of this species that were harassed, if any, and the date.*	
	A15. *Number of observations of live, uninjured individuals, date observed, and the GIS coordinates where observed*	
	A16. *If this project required implementation of* ***AMM-20, Revegetation of Stream Banks*** *, provide the Revegetation Monitoring Report (attach separately if necessary).*	
	A17. *If this project required the handling, capture, and/or relocation of individuals of this species per the Species-Specific Conservation Measures in the USFWS PBO, provide the associated Monitoring Report (attach separately if necessary).*	
	A18. *Information regarding success in meeting the Avoidance and Minimization Measures (AMMs) and Species-Specific Conservation Measures required in the PBO.*	
	A19. *Explanation of any failure to follow the AMMs and Species-Specific Conservation Measures required in the PBO.*	
	A20. *Indicate if a written report of biological survey and monitoring results is attached, if applicable*	
Information on Impacts to Covered Federally Listed Species under USFWS Jurisdiction	***Impacts to Covered Federally Listed Species B***	
	A9. *Species name*	
	A10. *Actual acres of habitat affected for this Covered Federally Listed Species*	
	A11. *Brief description of restoration efforts for the affected habitat. Attach a report if applicable.*	
	A12. *Number of individuals of this species that were killed, if any, and the date.*	
	A13. *Number of individuals of this species that were injured, if any, and the date.*	
	A14. *Number of individuals of this species that were harassed, if any, and the date.*	
	A15. *Number of observations of live, uninjured individuals, date observed, and the GIS coordinates where observed*	
	A16. *If this project required implementation of* ***AMM-20, Revegetation of Stream Banks*** *, provide the Revegetation Monitoring Report (attach separately if necessary).*	

Information Type	Information Request	Subapplicant/Subrecipient Provided Information
	A17. *If this project required the handling, capture, and/or relocation of individuals of this species per the Species-Specific Conservation Measures in the USFWS PBO, provide the associated Monitoring Report (attach separately if necessary).*	
	A18. *Information regarding success in meeting the Avoidance and Minimization Measures (AMMs) and Species-Specific Conservation Measures required in the PBO.*	
	A19. *Explanation of any failure to follow the AMMs and Species-Specific Conservation Measures required in the PBO.*	
	A20. *Indicate if a written report of biological survey and monitoring results is attached, if applicable*	
Information on Impacts to Covered Federally Listed Species under USFWS Jurisdiction	***Impacts to Covered Federally Listed Species C***	
	A9. *Species name*	
	A10. *Actual acres of habitat affected for this Covered Federally Listed Species*	
	A11. *Brief description of restoration efforts for the affected habitat. Attach a report if applicable.*	
	A12. *Number of individuals of this species that were killed, if any, and the date.*	
	A13. *Number of individuals of this species that were injured, if any, and the date.*	
	A14. *Number of individuals of this species that were harassed, if any, and the date.*	
	A15. *Number of observations of live, uninjured individuals, date observed, and the GIS coordinates where observed*	
	A16. *If this project required implementation of* ***AMM-20, Revegetation of Stream Banks*** *, provide the Revegetation Monitoring Report (attach separately if necessary).*	
	A17. *If this project required the handling, capture, and/or relocation of individuals of this species per the Species-Specific Conservation Measures in the USFWS PBO, provide the associated Monitoring Report (attach separately if necessary).*	
	A18. *Information regarding success in meeting the Avoidance and Minimization Measures (AMMs) and Species-Specific Conservation Measures required in the PBO.*	
	A19. *Explanation of any failure to follow the AMMs and Species-Specific Conservation Measures required in the PBO.*	
	A20. *Indicate if a written report of biological survey and monitoring results is attached, if applicable*	
Information on Impacts to Covered Federally Listed Species under USFWS Jurisdiction	***Impacts to Covered Federally Listed Species D***	
	A9. *Species name*	
	A10. *Actual acres of habitat affected for this Covered Federally Listed Species*	
	A11. *Brief description of restoration efforts for the affected habitat. Attach a report if applicable.*	
	A12. *Number of individuals of this species that were killed, if any, and the date.*	
	A13. *Number of individuals of this species that were injured, if any, and the date.*	
	A14. *Number of individuals of this species that were harassed, if any, and the date.*	
	A15. *Number of observations of live, uninjured individuals, date observed, and the GIS coordinates where observed*	
	A16. *If this project required implementation of* ***AMM-20, Revegetation of Stream Banks*** *, provide the Revegetation Monitoring Report (attach separately if necessary).*	
	A17. *If this project required the handling, capture, and/or relocation of individuals of this species per the Species-Specific Conservation Measures in the USFWS PBO, provide the associated Monitoring Report (attach separately if necessary).*	

Information Type	Information Request	Subapplicant/Subrecipient Provided Information
	A18. *Information regarding success in meeting the Avoidance and Minimization Measures (AMMs) and Species-Specific Conservation Measures required in the PBO.*	
	A19. *Explanation of any failure to follow the AMMs and Species-Specific Conservation Measures required in the PBO.*	
	A20. *Indicate if a written report of biological survey and monitoring results is attached, if applicable*	
Information on Impacts to Covered Federally Listed Species under USFWS Jurisdiction	***Impacts to Covered Federally Listed Species E***	
	A9. *Species name*	
	A10. *Actual acres of habitat affected for this Covered Federally Listed Species*	
	A11. *Brief description of restoration efforts for the affected habitat. Attach a report if applicable.*	
	A12. *Number of individuals of this species that were killed, if any, and the date.*	
	A13. *Number of individuals of this species that were injured, if any, and the date.*	
	A14. *Number of individuals of this species that were harassed, if any, and the date.*	
	A15. *Number of observations of live, uninjured individuals, date observed, and the GIS coordinates where observed*	
	A16. *If this project required implementation of* ***AMM-20, Revegetation of Stream Banks****, provide the Revegetation Monitoring Report (attach separately if necessary).*	
	A17. *If this project required the handling, capture, and/or relocation of individuals of this species per the Species-Specific Conservation Measures in the USFWS PBO, provide the associated Monitoring Report (attach separately if necessary).*	
	A18. *Information regarding success in meeting the Avoidance and Minimization Measures (AMMs) and Species-Specific Conservation Measures required in the PBO.*	
	A19. *Explanation of any failure to follow the AMMs and Species-Specific Conservation Measures required in the PBO.*	
	A20. *Indicate if a written report of biological survey and monitoring results is attached, if applicable*	

United States Department of the Interior

U.S. FISH AND WILDLIFE SERVICE
Ecological Services
Carlsbad Fish and Wildlife Office
2177 Salk Avenue, Suite 250
Carlsbad, California 92008

In Reply Refer To:
FWS-CFWO-16B0293-18F1358

May 31, 2019
Sent by Email

Federal Emergency Management Agency
Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, California 94607

Subject: Section 7 Consultation on FEMA Disaster, Mitigation and Preparedness Programs in Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties, California

This document transmits the U.S. Fish and Wildlife Service's (Service) biological opinion on the Federal Emergency Management Agency's (FEMA) proposed Disaster, Mitigation and Preparedness programs in California and its effects on the federally endangered Quino checkerspot butterfly (*Euphydryas editha quino*; Quino), arroyo toad (*Anaxyrus californicus*), and least Bell's vireo (*Vireo bellii pusillus*; vireo); the federally threatened Santa Ana sucker (*Catostomus santaanae*; sucker) and coastal California gnatcatcher (*Polioptila californica californica*; gnatcatcher); and associated critical habitats for these species, in accordance with section 7 of the Endangered Species Act of 1973 (Act), as amended (16 U.S.C. 1531 *et seq*.). We received your request for formal consultation and biological assessment on June 21, 2018. This biological opinion is primarily based on that biological assessment. The project file for this consultation is located at the Carlsbad Fish and Wildlife Office (CFWO[1]).

Your agency also determined that the proposed action was not likely to adversely affect the federally endangered southwestern willow flycatcher (*Empidonax traillii extimus*), California least tern (*Sternula antillarum browni*) or light-footed Ridgway's rail (*Rallus obsoletus levipes (R. longirostris levipes*) or the federally threatened western snowy plover (*Charadrius nivosus nivosus*) and requested our concurrence. We have determined that the proposed action is not likely to adversely affect these species as documented in Appendix A. Also, while you requested formal consultation for the federally endangered San Diego fairy shrimp (*Branchinecta sandiegonensis*), Riverside fairy shrimp (*Streptocephalus woottoni*), and tidewater goby (*Eucyclogobius newberryi*), we have determined that the proposed action is not likely to adversely affect these species, and the basis for this determination is also documented in Appendix A. Thus, these species are not addressed further in this document.

[1] CFWO includes the Carlsbad Fish and Wildlife Office and Palm Springs Fish and Wildlife Office

CONSULTATION HISTORY

On June 21, 2018, we received a request for section 7 consultation on the proposed action.

On July 17, 2018, we provided a letter documenting initiation of formal consultation as of June 21, 2018.

On December 20, 2018, we provided a draft biological opinion to FEMA for review and comment. Comments were received on March 6, 2019, and have been addressed or incorporated into this final biological opinion.

Endangered Species Act Compliance Process

This consultation relies on a two-tiered process, which includes this programmatic biological opinion and follow-up documentation to complete the section 7 consultation for each individual project addressed by the programmatic biological opinion. A description of this process is as follows:

1. If FEMA makes a no effect determination for a subapplicant's proposed project, no notification or consultation with the Service is required.

2. If FEMA makes a not likely to adversely affect determination for a subapplicant's proposed project, then FEMA will submit a completed *Act Review Form* and request concurrence from the CFWO.

    a. If the CFWO concurs with the not likely to adversely affect determination, a response to FEMA will be provided in writing within 30 days confirming that the activity is addressed and concluded by this section 7 consultation.

    b. If the CFWO does not concur with the not likely to adversely affect determination, then FEMA may resubmit the project with additional avoidance and minimization measures tailored to the specific project, or they may request formal consultation and resubmit the *Act Review Form*.

3. If FEMA makes a likely to adversely affect determination for a subapplicant's proposed project, then FEMA will submit a completed *Act Review Form* to the CFWO and request confirmation that the project is consistent with this biological opinion. The CFWO will then take one of the following actions:

    a. If the CFWO agrees that the project is consistent with the biological opinion, confirmation to FEMA will be provided in writing, including a specific incidental take statement (if applicable) for the proposed project;

    b. If the CFWO agrees that the project can be addressed by the biological opinion provided the subapplicant implements additional conservation measures tailored to the specific project, confirmation to FEMA will be provided in writing, including the conservation measures and a specific incidental take statement (if applicable) for the proposed project; or

c. If the CFWO does not agree that the proposed project is consistent with the biological opinion and/or determines that incidental take is likely but is beyond that addressed by the associated incidental take statement and provides this determination to FEMA in writing; FEMA will then prepare a separate consultation request for that subapplicant's proposed project.

4. This biological opinion does not cover emergency consultations or FEMA's implementation of the National Flood Insurance Program.

BIOLOGICAL OPINION

DESCRIPTION OF THE PROPOSED ACTION

FEMA proposes the funding of grant programs related to disaster, mitigation, and preparedness in California over the next 5 years. The following subsections generally describe the actions that FEMA may fund as part of the Proposed Action.

Non-Emergency Debris Removal

For purposes of this document, debris removal performed in non-emergency situations includes:

1. Removing rock, silt, sediment, or woody debris that floodwaters have deposited in harbors and ports, stream channels, bridge and culvert openings, canals, sedimentation basins, sewage treatment ponds, ditches, and other facilities in such a manner as to disrupt normal flows, navigation, recreation, or municipal services;

2. Removing woody debris and other vegetation following events that damage or destroy trees;

3. Removing rock and earth from landslides caused by events such as earthquakes or heavy rains; and

4. Removing rubble after earthquakes.

All removed debris will be disposed of at approved and licensed disposal sites, in compliance with existing laws and regulations. Any hazardous materials or other contaminants will be removed and disposed of in an appropriate manner. Woody debris and construction materials can be recycled if recycling facilities exist.

Constructing, Modifying, or Relocating Facilities

Relevant actions include:

1. Upgrading or otherwise modifying structures;
2. Providing temporary facilities;
3. Acquiring and demolishing existing facilities;
4. Repairing, realigning, or otherwise modifying roads, trails, utilities, and rail lines;
5. Constructing new facilities or relocating existing facilities;
6. Relocating the function of an existing facility; and
7. Developing demonstration projects.

Upgrading or Otherwise Modifying Facilities

FEMA may provide funds to implement changes required by current building codes and standards, or otherwise modify existing structures. Often, these changes make the structure more resistant to damage in future events. Typical activities will include:

1. Making structures more fire-resistant (e.g., by replacing roofs and doors with fire-resistant materials);
2. Installing bracing, shear panels, shear walls, anchors, or other features so that structures are better able to withstand seismic events or high wind or snow loads;
3. Modifying structures to reduce the risk of damage during floods by elevating structures above the expected flood level or by floodproofing; and
4. Modifying structures to meet another need of a subapplicant, such as through an improved project or an alternate project under the Public Assistance Program.

Structures may also be upgraded to meet current codes unrelated to damage from natural hazards, such as upgrades required by changes in capacity or function and upgrades necessary to meet the requirements of the Americans with Disabilities Act.

Providing Temporary Facilities

FEMA may provide temporary housing facilities when a disaster renders homes uninhabitable for long periods. Such facilities typically consist of manufactured housing. Typical activities may involve:

1. Developing the pads for dwellings;

2. Constructing ancillary facilities, such as roads, streets, and parking lots;

3. Installing utilities, such as potable water lines, sewer hookups, electricity (including street lighting), and telephones lines; and

4. Installing manufactured homes.

FEMA may provide temporary facilities if other housing options, such as vacant hotel rooms or available rental units, are not feasible. Sites will not be located in a floodplain, wetlands, or critical habitat; affect historic properties or archaeological sites; or contain hazardous materials. Installation of housing units and utilities is to be accomplished in accordance with current codes and standards. After temporary housing is no longer needed at the disaster site, FEMA will remove the temporary housing units and associated ancillary facilities, and restore the land to its original use. All removed materials are stored for future use or disposed of in accordance with applicable laws and regulations.

Another method that FEMA will use to provide temporary housing involves modifying existing facilities to serve as temporary housing. These facilities could consist of existing residential property or the adaptive reuse of non-residential facilities. Specific activities range from conducting repairs and minor upgrades to complete reconstruction of a building's interior. This action may involve acquisition or leasing of facilities. Modifying existing facilities for temporary housing may be conducted by FEMA directly or by providing funding to a subapplicant.

FEMA may also provide funding for temporary relocation of essential public services, in the event that the structures that house these services are damaged, destroyed, or otherwise rendered inaccessible by a disaster. Funds may also be provided for upgrades necessary to meet current codes and standards and for the installation or modification of appurtenances, such as utilities, that are necessary to operate facilities.

Acquiring and Demolishing Existing Facilities

FEMA may provide funds for the acquisition and demolition of existing facilities, particularly if they are located in high-hazard areas and are subject to repetitive loss. Typically, these facilities are at a high risk because of: (1) damage from flooding; (2) erosion of stream banks, beaches, slopes, or bluffs; (3) landslides; or (4) wildfire. These facilities may consist of private properties, such as houses and commercial buildings, or publicly-owned facilities, such as utilities, roads, and bridges. A local government entity will purchase private properties on a willing-seller basis and, after the property is purchased, the property will be dedicated and maintained in perpetuity for uses compatible with open space, recreation, or wetlands management practices, pursuant to 44 CFR Part 206.434(d).

Existing facilities will be either removed or demolished. All demolition materials will be disposed of at approved and licensed disposal sites, in compliance with applicable laws and regulations. Any hazardous materials or other contaminants will be removed and disposed of in an appropriate manner. Construction debris and household materials may be recycled if recycling facilities exist. Once structures are removed, lots will be graded to conform to the local topography, and disturbed areas will be revegetated with species approved for the local area. Frequently, the local government will develop the acquired land for recreational or open space uses, such as parks, athletic fields, or walking and biking trails.

Repairing, Realigning, or Otherwise Modifying Roads, Trails, Utilities, and Rail Lines

Roads, trails, utilities[2], and rail lines are typically damaged when floods or heavy rains cause erosion, subsidence, or landslides. Earthquakes may cause similar damage. Repairs are accomplished by replacing earthen material lost during the disaster and replacing the damaged surface, utility line, or, in the case of rail lines, ballast, and track. Stabilizing the replacement fill using rock, grout, timber walls, or steel sheet piling may be necessary. Hazard mitigation measures may be performed to prevent or limit future damage. For example, a pipe may be installed to convey drainage beneath a road to prevent future washouts, or a utility line may be encased in concrete in an area vulnerable to erosion.

If the area of damage is unstable, does not allow for repair, or is subject to repetitive loss, a facility may be realigned so that the area of damage is avoided. Property acquisition or a change in easement may be necessary.

Facilities may also be modified as part of improved projects or alternate projects under the Public Assistance Program to meet additional needs of the subapplicant.

Constructing New Facilities or Relocating Existing Facilities

If a facility is located in a floodplain or other hazardous area[3], is subject to repetitive damage, or has been damaged in such a way that restoration in the current location is not practical or cost-effective, FEMA may fund the construction of a new facility or the physical relocation of the existing facility. Examples of this action include construction of roads, trails, utilities and utility lines, and rail lines in a different area from the existing facility; construction and relocation of buildings; construction of safe rooms; and construction of drainage improvements.

In both new facility construction and physical relocation, FEMA may fund the cost of land acquisition and the construction of appurtenant features, such as access roads and utilities. For properties in the hazard area, FEMA acquires damaged properties, demolishes existing structures (except in cases of physical relocation), and places deed restrictions that will limit future uses to open space in perpetuity. However, FEMA does not acquire land directly nor does it become a land-owning agency as a result of this process.

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[2] Utilities refer to water, sewer, natural gas, and power/electrical systems and similar types of infrastructure.
[3] Hazard areas are susceptible to some type of natural hazard, such as flooding, seismic activity, coastal inundation, or mudslide.

Relocating the Function of an Existing Facility

FEMA may fund the relocation of a function of a facility to an existing facility that has adequate capacity to handle the additional load with minor modifications, if necessary. For structures, the occupants and materials will be relocated to alternative structures, traffic will use alternate routes, and utility services will be provided by alternative methods. This action will not entail any major physical construction or addition to the existing facility and, if any work is required, it will consist of only minor modifications. A typical example is transferring students from a damaged or flood-prone school to a suitable existing school nearby, if feasible in terms of capacity and convenience for students, families, and teachers. For properties in the hazard area, FEMA will acquire damaged properties, demolish existing structures, and place deed restrictions that will limit future uses to open space in perpetuity.

Developing Demonstration Projects

Demonstration projects focus on public education and are designed to highlight procedures that the public can use to reduce property damage during flood, earthquake, wildfire, wind, and rainstorm disasters. Demonstration projects may involve the development of a model facility to demonstrate how hazard mitigation technologies can be used to reduce potential damage during a disaster. Flood demonstration projects may involve items such as elevating a structure or waterproofing windows and doors that are below the base flood elevation. A fire demonstration project may include vegetation management around a facility and replacing roofs, doors, and windows with fire-resistant materials. Wind and earthquake demonstration projects may include changes to the structural design of buildings to allow them to withstand higher wind velocity or more movement during an earthquake.

Actions Involving Watercourses and Coastal Features

Many FEMA activities pertain to inland water sources, such as streams, rivers, and lakes, and coastal features, such as harbors and beaches. Inland water sources may be perennial or dry during the summer months. During construction, avoidance and minimization measures are typically used and incorporated as part of the action. Work in a stream channel often includes temporary diversion of the channel using sandbags or a cofferdam constructed of fill. Heavy equipment is typically operated from an adjacent road, bank, or other feature; however, in some cases, operating equipment in a channel area once flow has been diverted may be necessary. A pipe or a temporary secondary channel may be used to convey the diverted water.

If the action involves channel modifications, changes to the capacity of bridges and culverts, or the installation of attenuation structures, then it may be necessary to conduct hydraulic/hydrologic analyses.

Relevant categories of activities include the following:

1. Repairing, stabilizing, or armoring embankments;
2. Creating, widening, clearing, or dredging a waterway;
3. Constructing or modifying a water crossing;
4. Constructing or modifying a water detention, retention, storage, or conveyance facility;
5. Constructing or modifying other flood control structures; and
6. Constructing or modifying a coastal feature.

Repairing, Stabilizing, or Armoring Embankments

Repairing, stabilizing, or armoring embankments will involve the repair of earthen or rock embankments damaged by floodwaters. Examples are natural stream banks (such as those in parks); road, trail, and rail line embankments; embankments for irrigation and navigation canals; and levees used for flood control and reclamation. In addition to repair of damaged features, FEMA may fund measures designed to prevent damage in future flood events.

In addition to replacing fill material, embankments may be stabilized or armored through:

1. Placing of rock riprap;
2. Hardening with concrete or soil cement;
3. Installing retaining walls, gabions, or geotextile fabrics; and/or
4. Using bioengineering techniques, such as planting vegetation, placing root wads, or placing willow bundles.

A combination of these techniques may be employed. For example, rock and geotextiles, when used with root wads and willow bundles, may provide mitigation from erosion while enhancing the natural values of a stream corridor.

Creating, Widening, Clearing, or Dredging a Waterway

Creating, widening, clearing, or dredging a waterway may be used to reduce the flood hazard to adjacent lands, facilities, or populated areas. New channels may be constructed to convey excess flows around flood-prone areas during flood events. Drainage swales, earthen channels, concrete channels, or subsurface concrete pipes can also be used as a means of conveyance. A new channel may be constructed in a dry environment and connected to a stream after completion. This channel may have an inlet weir higher than the elevation of the normal flow so that the normal flows remain in the natural channel. The outlet may be armored with concrete or rock riprap to prevent excessive erosion of the existing channel.

Existing channels may be widened to allow a channel to convey a larger volume of water. Conveyance may also be increased by replacing earthen banks or channel bottoms with concrete. To the extent possible, construction will be conducted from the top of the bank, but many activities may require construction equipment to work in the stream channel. In perennially flowing streams, work in a stream channel will generally be restricted to the low-flow period, and the flow will be diverted around the construction area. A pipe or a temporary secondary channel will be used to convey the diverted water.

As an alternative to constructing a bypass or modifying an existing channel, the existing channel may be cleared of vegetation or sediment to increase conveyance. This action will often be used in developed areas where modifications are not feasible, as well as in areas where years of inadequate maintenance have allowed trees and brush to grow within the channel or sediment and debris to accumulate in the channel or around culverts and bridges. Vegetation may be removed through mechanical means, by hand, or by application of herbicides. Vegetation may be removed not only from the channel but also from the banks and high-water areas, reducing the risk that floating debris will be trapped by trees or heavy brush. Sediment and debris may be removed by dredging, through use of heavy equipment, or by hand. All removed debris will be disposed of at approved and licensed disposal sites, in compliance with applicable laws and regulations. Woody debris and vegetation can be recycled if recycling facilities exist.

Constructing a Water Crossing

FEMA may fund the repair or replacement of damaged water crossings, the enlargement of openings to allow greater conveyance and reduce the risk that debris will get trapped during floods, or the installation of bank protection or other means to reduce the risk of erosion. Crossings may also be relocated or improved to avoid high-hazard areas, repetitive damage, or areas where reconstruction is not cost-effective or feasible.

Culverts may consist of corrugated metal pipes, reinforced concrete pipes, or reinforced concrete box culverts. The capacity of a culvert crossing may be increased to reduce the risk of flooding to the surrounding area, or the culvert may be modified to prevent overtopping or erosion of the crossing. Typical measures will include:

1. Increasing the size of a culvert or adding culvert barrels;

2. Changing the type of culvert;

3. Changing the location or alignment of a culvert; and

4. Adding features, such as a headwall, discharge apron, or riprap to reduce the risk of erosion or damage to a culvert or the crossing.

Similarly, bridges may be modified to increase capacity to reduce the risk of flooding or to reduce the risk of damage to the crossing. Typical activities will include:

1. Widening existing openings or constructing new openings;

2. Reconfiguring bracing to reduce the risk that debris will be trapped;

3. Installing protective features, such as concrete abutments or riprap, to reduce the risk of damage due to erosion and scour; and

4. Replacing a multi-span structure with a clear-span structure.

A bridge may be installed to replace a culvert to increase the flow capacity of a crossing. Low-water crossings may be installed or improved as an alternative to repairing or replacing a culvert or bridge. Constructing or upgrading a low-water crossing will typically involve hardening the banks and bottom of a water body. A temporary diversion may be necessary during construction activities.

Constructing a Water Detention, Retention, Storage, or Conveyance Facility

Constructing a water detention, retention, storage, or conveyance facility may include the construction, enlargement, or restoration of detention basins, retention basins, sediment ponds, reservoirs, or conveyance facilities, such as irrigation ditches or flumes, to reduce flood flows or to provide a water source for fighting fires in an area of high fire hazard. The creation and/or enlargement of water storage reservoirs will be most frequently associated with flood disasters and to a lesser extent, fire disasters.

Detention basins, retention basins, sediment ponds, and reservoirs will be constructed to temporarily store floodwater to reduce downstream peak flows. The stored water will be released at a slower rate so that the existing drainages can convey water without contributing to downstream flooding. All areas that will be disturbed during the construction of these features will be revegetated with native plant species. This action will also include the repair or restoration of water retention or conveyance structures. All sediment removed from these features will be disposed of in a manner consistent with Federal, State, and local laws and regulations.

Frequently in rural areas, firefighting is heavily constrained by the lack of water that firefighters can use. In response to this need, proposed activities may also include the creation of retention facilities in locations that firefighters can readily access, either as a direct source of water or as a source of water to fill water supply trucks. All areas that will be disturbed during the construction of a retention facility will be revegetated with native plant species.

Constructing Other Flood-Control Structures

A flood-control structure is a facility designed to prevent floodwaters from entering a flood-prone area. Typical examples are levees (also referred to as dikes) and floodwalls. Activities will include:

1. Repairing damaged facilities, usually during emergency situations;
2. Installing embankment protection;
3. Raising the height of existing facilities to prevent overtopping in future floods;
4. Constructing new facilities to protect flood-prone areas from damage during future floods; and
5. Modifying or installing interior drainage systems to reduce the risk of damage behind levees and floodwalls during heavy rains or flooding events on tributary streams.

Levees will be repaired or constructed using compacted fill and, in some cases, riprap protection. Bare earth will be seeded with grasses to prevent erosion. Typically, a gravel road will be installed on the levee's crest to allow for maintenance. Floodwalls, typically built in urban areas, will be constructed using reinforced concrete or grouted, reinforced concrete block. Excavation will be necessary to install footings. Levees and floodwalls will both have interior drainage systems that may include pumps for removing accumulated water.

Constructing a Coastal Feature

Constructing a coastal feature will involve the repair, replacement, or construction of facilities in coastal environments, such as estuaries, inlets, harbors, and beaches. These facilities include:

1. Recreational facilities, such as piers and boat ramps;
2. Facilities for maritime use, such as docks and slips;
3. Shoreline protection devices, such as seawalls, groins, jetties, and revetments; and
4. Coastal flood control structures, such as levees.

Construction activities will be expected to occur in water and involve driving piles, placing rock or soil, or dredging sand, mud, or other sediment.

Wildfire Risk Reduction

Vegetation management is intended to reduce the risk of loss and damage due to wildfire and increase the ability of channels to convey flows; thus, reducing the risk of flood damage. Vegetation management for wildfire risk reduction may be accomplished using mechanical means, hand-clearing, application of herbicides, or grazing. Some activities may include a combination of these methods.

Relevant categories of activities are:

1. Mechanical or hand clearing of vegetation;
2. Herbicidal treatments; and
3. Biological control.

In biological control, cattle, horses, goats, sheep, or other livestock will be allowed to graze on grasses and other vegetation as a means of control. The area proposed for grazing will be fenced. The type of animals, timing, duration, and stocking rate will be selected based on the targets of the vegetation management plan (i.e., the quantity and quality of residue to remain). However, biological control will not occur in occupied or designated critical habitat for federally listed species.

Mechanical or Hand Clearing of Vegetation

Mechanical or hand clearing of vegetation will be used for the selective removal of vegetation so that a certain proportion of vegetation is left in place. This will be done to reduce the amount of vegetative fuels in an area where mechanical removal of vegetation is impractical or the remaining vegetation needs to be protected. Vegetation may be removed to create defensible space around buildings and structures and to protect life and property beyond defensible space perimeters but proximate to (less than 2 miles from) at-risk structures. The creation and maintenance of firebreaks, access roads, and staging areas is not eligible for FEMA funding.

In mechanical removal, heavy equipment will be used to uproot, crush, pulverize, or cut the trees and brush being removed. Hand removal will involve the use of chainsaws, axes, and hoes to cut and uproot vegetation. Depending on the location of the vegetation removal project and State and local regulations, vegetation downed as a result of mechanical or hand removal will be piled and burned on site, chipped and spread on site, or loaded and hauled away from the site. After the removal of the targeted vegetation, cleared areas may be revegetated with native, fire-resistant species. Vegetation hauled off-site can be recycled, but it must be disposed of in accordance with appropriate requirements.

Herbicidal Treatments

Activities generally associated with herbicidal treatment will include the removal of targeted nonnative species within specific areas and the prevention of growth and re-sprouting of undesirable vegetation once an area has been cleared of excessive vegetation by mechanical removal and/or hand removal. Only U.S. Environmental Protection Agency-approved herbicides will be used to control the growth of undesired vegetation in a manner consistent with labeling instructions and applicable Federal and State regulations. After treatment, some areas may be revegetated with native vegetation that is fire resistant.

Conservation Measures

GEN AMM-1 Erosion and Sedimentation Prevention Measures

The subapplicant will prepare an Erosion Control Plan, as needed. The Erosion Control Plan will detail the erosion and sedimentation prevention measures required. As part of this plan, the subapplicant will ensure that sediment-control devices are installed and maintained correctly. For example, sediment will be removed from engineering controls once the sediment has reached one-third of the exposed height of the control. The devices will be inspected frequently (i.e., daily or weekly, as necessary) to ensure that they are functioning properly. Controls will be immediately repaired or replaced or additional controls will be installed as necessary. Sediment that is captured in these controls may be disposed of on site in an appropriate, safe, approved area or off site at an approved disposal site.

Areas of soil disturbance, including temporarily disturbed areas, will be seeded with a regionally appropriate erosion control seed mixture. On soil slopes with an angle greater than 30 percent, erosion control blankets will be installed or a suitable and approved binding agent will be applied. Runoff will be diverted away from steep or denuded slopes.

Where habitat for federally listed species is identified within, or adjacent to, the project footprint, all disturbed soils at the site will undergo erosion control treatment before the rainy season starts and after construction is terminated. Treatment may include temporary seeding and sterile straw mulch.

GEN AMM-2 Bank Stabilization

If bank stabilization activities are necessary, then such stabilization will be constructed to minimize erosion potential and will contain design elements suitable for supporting riparian vegetation, if feasible.

GEN AMM-3 Dust Control Measures

To reduce dust, all traffic associated with the subapplicant’s construction activities will be restricted to a speed limit of 20 miles per hour when traveling off of highways or county roads.

Stockpiles of material that are susceptible to wind-blown dispersal will be covered with plastic sheeting or other suitable material to prevent movement of the material.

During construction, water or other binding materials will be applied to disturbed ground that may become windborne. If binding agents are used, all manufacturers’ recommendations for use will be followed.

GEN AMM-4 Spill Control Planning

The subapplicant will prepare a Spill Prevention and Pollution Control Plan to address the storage of hazardous materials and emergency cleanup of any hazardous material and will be available on site, if applicable. The plan will incorporate hazardous waste, stormwater, and other emergency planning requirements.

GEN AMM-5 Spill Prevention and Pollution Control Measures

The subapplicant will exercise every reasonable precaution to protect federally listed species and their habitats from pollution due to fuels, oils, lubricants, construction by-products, and pollutants such as construction chemicals, fresh cement, saw-water, or other harmful materials. Water containing mud, silt, concrete, or other by-products or pollutants from construction activities will be treated by filtration, retention in a settling pond, or similar measures. Fresh cement or concrete will not be allowed to enter the flowing water of streams, and curing concrete will not come into direct contact with waters supporting federally listed species. Construction pollutants will be collected and transported to an authorized disposal area, as appropriate, per all Federal, State, and local laws and regulations.

To reduce bottom substrate disturbance and excessive turbidity, removal of existing piles by cutting at the substrate surface or reverse pile driving with a sand collar at the base to minimize resuspension of any toxic substances is preferable; hydraulic jetting will not be used.

No petroleum product chemicals, silt, fine soils, or any substance or material deleterious to federally listed species will be allowed to pass into or be placed where it can pass into a stream channel. There will be no side-casting of material into any waterway.

All concrete or other similar rubble will be free of trash and reinforcement steel. No petroleum-based products (e.g., asphalt) will be used as a stabilizing material.

The subapplicant will store all hazardous materials in properly designated containers in a storage area with an impermeable membrane between the ground and the hazardous materials. The storage area will be encircled by a berm to prevent the discharge of pollutants to ground water or runoff into the habitats of federally listed species. A plan for the emergency cleanup of any hazardous material will be available on site, and adequate materials for spill cleanup will be maintained on-site.

GEN AMM-6 Equipment Inspection and Maintenance

Well-maintained equipment will be used to perform the work and, except in the case of a failure or breakdown, equipment maintenance will be performed off site. Equipment will be inspected daily by the operator for leaks or spills. If leaks or spills are encountered, the source of the leak will be identified, leaked material will be cleaned up, and the cleaning materials will be collected and disposed of properly. Fueling of land- and marine-based equipment will be conducted in accordance with procedures to be developed in the Spill Prevention and Pollution Control Plan.

Vehicles and equipment that are used during the course of a project will be fueled and serviced in a “safe” area (i.e., outside of sensitive habitats) in a manner that will not affect federally listed species or their habitats. Spills, leaks, and other problems of a similar nature will be resolved immediately to prevent unnecessary effects on federally listed species and their habitats. A plan for the emergency cleanup of any spills of fuel or other material will be available on site, and adequate materials for spill cleanup will be maintained onsite.

GEN AMM-7 Fueling Activities

Avoidance and minimization measures will be applied to protect federally listed species and their habitats from pollution due to fuels, oils, lubricants, and other harmful materials. Vehicles and equipment that are used during project implementation will be fueled and serviced in a manner that will not affect federally listed species or their habitats. Machinery and equipment used during work will be serviced, fueled, and maintained on uplands to prevent contamination to surface waters. Fueling equipment and vehicles will be kept more than 200 feet away from waters of the State. Exceptions to this distance requirement may be allowed for large cranes, pile drivers, and drill rigs, if they cannot be easily moved.

GEN AMM-8 Equipment Staging

No staging of construction materials, equipment, tools, buildings, trailers, or restroom facilities will occur in a floodplain during flood season at the project location, even if staging is only temporary.

GEN AMM-9 Materials Storage and Disposal

Stockpiled soils will be adequately covered to prevent sedimentation from runoff and wind. All hazardous materials will be stored in upland areas in storage trailers and/or shipping containers designed to provide adequate containment. Short-term laydown of hazardous materials for immediate use will be permitted provided the same containment precautions are taken as described for hazardous materials storage. All construction materials, wastes, debris, sediment, rubbish, trash, and fencing will be removed from the site once project construction is complete and transported to an authorized disposal area, as appropriate, in compliance with applicable Federal, State, and local laws and regulations. No disposal of construction materials or debris will occur in a floodplain. No storage of construction materials or debris will occur in a floodplain during flood season.

GEN AMM-10 Fire Prevention

With the exception of vegetation-clearing equipment, no vehicles or construction equipment will be operated in areas of tall, dry vegetation.

The subapplicant will develop and implement a fire prevention and suppression plan for all maintenance and repair activities that require welding or otherwise have a risk of starting a wildfire. Also, fire extinguishers will be required for all vehicles used within or adjacent to undeveloped open spaces.

GEN AMM-11 Waste Management

The work area will be kept free of loose trash, including small pieces of residual construction material, such as metal cuttings, broken glass, and hardware.

All food waste will be removed from the site on a daily basis.

All construction material, wastes, debris, sediment, rubbish, vegetation, trash, and fencing will be removed from the site once the project is completed and will be transported to an authorized disposal area, as appropriate, per all Federal, State, and local laws and regulations.

GEN AMM-12 Work Involving Boats and Barges

For projects that involve in-water work for which boats and/ or temporary floating work platforms are necessary, buoys will be installed so moored vessels will not beach on the shoreline, anchor lines will not drag, and moored vessels and buoys are not located within 25 feet of vegetated shallow waters. Temporary floating work platforms will not anchor or ground in fish spawning areas in freshwater or in eelgrass, kelp, or macro algae. To reduce the likelihood of introducing aquatic invasive species, vessels will use the State's Marine Invasive Species Program. Drip pans and other spill control measures will be used so that oil or fuel from barge-mounted equipment is properly contained.

GEN AMM-13 Work Area Designation to Minimize Disturbance

The subapplicant will reduce, to the maximum extent practicable, the amount of disturbance at a site to the absolute minimum necessary to accomplish the project. Wherever possible, existing vegetation will be salvaged from the project area and stored for replanting after earthmoving activities are completed. Topsoil will be removed, stockpiled, covered, and encircled with silt fencing to prevent loss or movement of the soil into federally listed species habitats. All topsoil will be replaced in a manner to recreate pre-disturbance conditions as closely as possible.

Project planning must consider not only the effects of the action itself, but also all ancillary activities associated with the actions, such as equipment staging and refueling areas, topsoil or spoils stockpiling areas, material storage areas, disposal sites, routes of ingress and egress to the project site, and all other related activities necessary to complete the project.

GEN AMM-14 Access Routes and Staging Areas

When working on stream banks or floodplains, disturbance to existing grades and vegetation will be limited to the actual site of the project and necessary access routes. Placement of all roads, staging areas, and other facilities will avoid and limit disturbance to sensitive habitats (e.g., stream banks, stream channel, riparian habitat) as much as possible. When possible, existing ingress or egress points will be used and/or work will be performed from the top of the stream banks. After completion of the work, the contours of the streambed, vegetation, and stream flows will be returned to their pre-construction condition or better.

All staging and material storage areas, including the locations where equipment and vehicles are parked overnight, will be placed outside of the flood zone of a watercourse, above areas of tidal inundation, away from riparian habitat or wetland habitat, and away from any other sensitive habitats. When possible, staging and access areas will be situated in areas that are previously disturbed, such as developed areas, paved areas, parking lots, areas with bare ground or gravel, and areas clear of vegetation.

GEN AMM-15 Environmental Awareness Training for Construction Personnel

All construction personnel will be given environmental awareness training by the project's environmental inspector or biological monitor before the start of construction. The training will familiarize all construction personnel with the federally listed species that may occur on site, their habitats, general provisions and protections afforded by the Act, measures to be implemented to protect these species, and the project boundaries. This training will be provided within 3 days of the arrival of any new worker.

As part of the environmental awareness training, construction personnel will be notified that no dogs or any other pets under control of construction personnel will be allowed in the construction area, and that no firearms will be permitted in the construction area, unless carried by authorized security personnel or law enforcement.

GEN AMM-16 Biological Monitor

If a project involves activities that may result in any potential take, as defined by the Act, of a federally listed species, a CFWO-approved biological monitor will be present on site for all construction activities that occur within 100 feet of habitats for those species. If a biological monitor is needed, the subapplicant will submit the biological monitor's qualifications to the CFWO for approval 30 days prior to project construction. The biological monitor will ensure that all applicable avoidance and minimization measures are implemented during project construction. The biological monitor will also ensure that all vehicles entering the site are free of debris that may harbor organisms that could be introduced to the site, such as vegetation or mud from other aquatic areas. The biological monitor will also ensure that turbidity, sedimentation, and the release of materials such as dust or construction runoff are controlled and that spill control measures are enacted properly.

The biological monitor will oversee construction activities to ensure that the project does not result in adverse effects to federally listed species beyond those anticipated/authorized in this biological opinion. The biological monitor will have the authority to stop any work activities that could result in potential adverse effects to federally listed species and/or their habitats.

Approval requests from the subapplicants for Service-approved biologists will include, at minimum:

a. Relevant education;

b. Relevant training concerning the listed species for which approval is requested, including species identification, survey techniques, handling individuals of different age classes, and handling of different life stages by a permitted biologist or recognized species expert authorized by the Service for such activities;

c. A summary of field experience conducting requested activities (to include project/research information);

d. A summary of biological opinions under which they were authorized to work with the requested species and at what level (such as construction monitoring versus handling), this will also include the names and qualification of persons under which the work was supervised as well as the amount of work experience on the actual project;

e. A list of federal recovery permits [10(a)1(A)] held or under which they are authorized to work with the species requested (to include the permit number, authorized activities and name of permit holder); and

f. Any relevant professional references with contact information.

GEN AMM-17 Daily Work Hours

Construction activities that could affect suitable habitat for federally listed species will be limited to daylight hours during weekdays, leaving a nighttime and weekend period for the species. Work will be allowed on weekends if the proposed construction is 14 days or less in length.

GEN AMM-18 Entrapment Prevention

To prevent entrapment of covered species, all vertically-sided holes or trenches will be covered at the end of the workday, or have escape ramps built into the walls of the excavation. If pipes are stored onsite or in associated staging areas, they will be capped when not in use. Construction materials that have the potential to entangle or entrap wildlife will be properly contained so that wildlife cannot interact with the materials. If a covered species is identified onsite, crews will immediately stop work within 50 feet of the individual, and inform the construction supervisor and the Service-approved biologist. Work will not continue within 50 feet of the individual until it has traveled off the project site of its own volition. For covered species, please refer to the species-specific Conservation Measures section of the programmatic biological opinion.

GEN AMM-19 Water Quality Protection

Contractors will exercise every reasonable precaution to protect federally listed species and their critical habitats from construction byproducts and pollutants, such as construction chemicals, fresh cement, saw-water, or other deleterious materials. Fresh cement or uncured concrete will not be allowed to come into contact with any waterway. Construction waste will be collected and transported to an authorized upland disposal area, as appropriate, and per Federal, State, and local laws and regulations.

The subapplicant will follow the best management practices described in *The Use of Treated Wood Products in Aquatic Environments* guidelines (NOAA Fisheries 2009). Although this guidance focuses on the effects of the contaminants on Pacific salmonids protected under the Act, this guidance may still apply for general water quality protection and other Act-protected species. This guidance will be used in conjunction with site-specific evaluations of other potential impacts. Riprap will be clean and durable, free from dirt, sand, clay, and rock fines and will be installed to withstand the 100-year flood event. If applicable, appropriate measures will be taken to minimize disturbance to potentially contaminated sediments.

GEN AMM-20 Revegetation of Stream Banks

For projects that require revegetation of stream and river banks as a result of riparian vegetation removal during construction activities, the subapplicant will implement revegetation techniques. Where such revegetation is needed, the subapplicant will prepare and implement a revegetation plan that includes information regarding monitoring for success. Revegetation plantings will be replaced at a 3:1 ratio with an 80 percent planting survival within 5 years of the plantings.

GEN AMM-21 Restoration of Upland Areas to Pre-Project Conditions

For projects that require restoration of upland areas to pre-project conditions as a result of ground disturbance during construction activities, the subapplicant will use native plants to the maximum extent practicable. Similarly, when hydroseeding, only native seed mix will be used.

GEN AMM-22 Invasive Aquatic Species

The subapplicant will follow the guidelines in the California Department of Fish and Wildlife's (CDFW's) *California Aquatic Invasive Species Management Plan* to prevent the spread of nonnative aquatic plant and animal species (CDFW 2008).

Construction equipment will be clean of debris or material that may harbor seeds or nonnative pests before entering the work area. This debris or material includes dirt on construction equipment, tools, boots, pieces of vegetation, and water in the bilge of boats. All aquatic sampling equipment will be sterilized using appropriate guidelines before its use in aquatic habitats.

GEN AMM-23 Work below Mean Higher High Water

In freshwater, estuarine, and marine areas that support covered species, disturbance to habitat below mean higher high water will be limited to the maximum extent possible.

GEN AMM-24 Avoidance of Submerged Vegetation

The removal of submerged vegetation (such as eelgrass and kelp estuarine or marine areas, or submerged aquatic vegetation in freshwater areas) will be avoided to the maximum extent possible.

GEN AMM-25 Minimization of Shading by Overwater Structures

To reduce shading effects, new and replacement structures placed over freshwater, estuarine, and marine waters (such as bridges, piers, floating docks, and gangways) will incorporate design elements (such as metal grating or glass paver blocks) that allow light transmission when feasible.

GEN AMM-26 Water Diversion and Dewatering

In-channel work and channel diversion of live flow during project construction will be conducted in a manner to reduce potential impacts to sucker. Dewatering will be used to create a dry work area and will be conducted in a manner that minimizes turbidity into nearby waters. Water diversion and dewatering will include the following measures:

- Heavy equipment will avoid flowing water other than temporary crossing or diverting activities.
- Water pumped or removed from dewatered areas will be treated before its release so that it does not contribute to turbidity in nearby waters.
- Temporary culverts to convey live flow during construction activities will be of an adequate size as to not increase stream velocity and placed at stream grade.
- Silt fences or mechanisms to avoid sediment input to the flowing channel will be erected adjacent to flowing water if sediment input to the stream may occur.

GEN AMM-27 Fish Relocation

Fish relocation will only be conducted by a CFWO-approved fisheries biologist. If a fisheries biologist is needed, the subapplicant will submit the fisheries biologist's qualifications and a detailed description of the specific relocation methodology to the CFWO for approval 30 days prior to project construction. The fisheries biologist will have knowledge and experience in listed fish species biology and ecology, fish/habitat relationships, biological monitoring, and handling, collecting, and relocating listed fish species or other relevant experience. The biologist will relocate any stranded fish to an appropriate place depending on the life stage of the fish and flow conditions in the vicinity. The fish will be relocated to the nearest suitable habitat within the potentially affected watershed and occupied habitat. The biologist will note the number of individuals observed in the affected area, the number of individuals relocated, the approximate size of individuals, and the date and time of the collection and relocation. One or more of the following methods will be used to capture listed fish: electrofishing, dip net, seine, throw net, minnow trap, and hand.

Species-Specific Conservation Measures

Quino

QUINO 1 Habitat Assessment: A habitat assessment will be conducted by a biologist no more than 30 days prior to the onset of ground disturbance to determine whether suitable habitat for the Quino occurs in the action area, in accordance with the Service survey guidelines. The Service guidelines for this species provide a map displaying the areas in southern California where habitat assessments are recommended. During the survey, any locations of Quino or host plants will be clearly marked. Host plants include, but are not limited to, dwarf plantain (*Plantago erecta*), purple owl's clover/Indian paintbrush (*Castilleja exserta* spp. *exerta*), Patagonian plantain (*Plantago patagonica*), white snapdragon (*Anterrhinum coulterianum*), Chinese houses (*Collinsia concolor*), and thread-leaved bird's beak (*Cordylanthus rigidus*). If suitable habitat for this species is identified in the action area and the proposed project may affect suitable habitat that is not known to be occupied by Quino, the CFWO will be contacted regarding the need for surveys according to Service protocol, and those surveys will be conducted, as appropriate. With CFWO concurrence, FEMA may also forgo surveys by making a determination that suitable habitat is occupied for the purposes of section 7 consultation.

QUINO 2 Fencing/Flagging: Any host plants within Quino occupied or designated critical habitat (Quino habitat) and within 150 feet of the project footprint will be clearly marked and avoided to the maximum extent practicable. Fencing/flagging will be placed along the edge of the work area near any host plants to prevent workers and vehicles from entering this area. Fencing/flagging will be installed prior to any ground-disturbing or vegetation removal activities. A CFWO-approved biologist will supervise the installation of flagging or fencing around host plants. The fencing/flagging will be placed the maximum distance from the plants that is feasible, while still allowing work to occur in the adjacent area. No construction activities will occur in the fenced/flagged area.

QUINO 3 Biological Monitor: Each day that work occurs within 150 feet of Quino habitat, the CFWO-approved biologist will monitor for Quino, inspect the fencing/flagging, and immediately address any necessary fencing/flagging repairs. If the CFWO-approved biologist recommends that work be stopped because Quino or their host plants will be affected to a degree that exceeds the levels anticipated (i.e., impacts to areas flagged for avoidance or project impacts exceeding 2 acres), they will notify the resident engineer (the engineer that is directly overseeing and in command of construction activities) immediately. The resident engineer will either resolve the situation by eliminating the unanticipated effect(s) immediately, or require that all actions causing these effects be halted. If work is stopped, the Service will be notified as soon as is reasonably possible.

QUINO 4 Seasonal Avoidance: If complete avoidance of Quino or its habitat is not possible, then construction will be avoided during the host plant growing season, adult flight season, and larval feeding season (March 1-June 30).

QUINO 5 Dust Control: Dust will be controlled during construction by periodically watering down construction areas within 100 feet of Quino occupied habitat, as necessary.

QUINO 6 Habitat Avoidance and Disturbance Limits: No permanent impacts to Quino habitat will occur under the proposed project and permanent or temporary impacts to core occurrence complexes (Service 2009a, 2003) will be avoided unless the impacts to habitat are determined to be insignificant via project-level consultation with the CFWO (i.e., small impacts that will have a negligible effect on habitat quality for Quino). Temporary impacts will not result in more than 2 acres of ground disturbance of Quino habitat for a given project. In addition, not more than 50 acres of Quino habitat will be impacted in total.

QUINO 7 Restoration of Disturbed Areas: Restoration of temporary impacts to Quino habitat will occur in accordance with a restoration plan that is reviewed and approved by the CFWO prior to implementation of the proposed project. All temporary impacts will be restored with an assemblage of native species consistent the habitat affected and include host plants found in the vicinity of the action area.

QUINO 8 Invasive Non-Native Plant Species Prevention: The spread of nonnative weeds during construction activities and revegetation efforts will be controlled. All vehicles will be cleaned and free of mud and debris prior to entering the action area, and all erosion and other sedimentation controls used during and after construction will be certified weed free, as applicable. Weed free hay, straw bales, or mulch maybe available through the California Interagency Noxious Weed Free Forage and Mulch Program.

QUINO 9 Site Restrictions: Access routes, staging areas, and total project footprint within Quino habitat will be limited to the minimum necessary to achieve the project goal.

Arroyo Toad

ARTO 1 Habitat Assessment: A habitat assessment will be conducted by a CFWO-approved biologist to determine whether suitable habitat for the arroyo toad occurs in the action area. If suitable habitat for this species is identified in the action area and the proposed project may affect suitable habitat that is not known to be occupied by the arroyo toad, the CFWO will be contacted regarding the need for surveys according to Service protocol, and those surveys will be conducted, as appropriate. With CFWO concurrence, FEMA may also forgo surveys by making a determination that suitable habitat is occupied for the purposes of section 7 consultation.

ARTO 2 Amphibian Protection Guidelines: A capture and relocation plan for arroyo toads will be implemented during activities in occupied habitat using a CFWO-approved biologist(s). Biologists must follow the Declining Amphibian Task Force's Fieldwork Code of Practice to prevent the spread of pathogens.

ARTO 3 Seasonal Avoidance: To minimize direct effects to breeding arroyo toads, all project activities within designated critical habitat and occupied habitat will occur outside the breeding season (i.e., the breeding season is March 15 - July 15 for arroyo toad) to the maximum extent practicable. If the breeding season cannot be avoided, a CFWO-approved biologist will conduct surveys no more than 48 hours prior to project work; if no arroyo toads of any life stages or clutches are found to occur within the action area, project activities may proceed. If the breeding season cannot be avoided and arroyo toads are found to occur within the action area, a CFWO-approved biologist will conduct daily surveys prior to project work within the action area until the beginning of the non-breeding season or project activities have ceased.

ARTO 4 Pre-construction Survey: If a project is located in designated critical habitat or occupied habitat for the arroyo toad, a CFWO-approved biologist must conduct preconstruction surveys no more than 48 hours prior to project work to determine if arroyo toads are present in the action area.

ARTO 5 Heavy Machinery Limitations: If project location is located in an occupied area, use of heavy machinery will be avoided when juvenile arroyo toads are known to occupy the bordering banks of suitable water features (i.e., April 15-October 1).

ARTO 6 Biological Monitor: Project activities in arroyo toad occupied habitat will be monitored using a CFWO-approved biological monitor with the authority to stop work. The biological monitor will search the action area daily for arroyo toads.

ARTO 7 Avoidance of Occupied Habitat: No permanent impacts will occur to arroyo toad occupied habitat, habitat determined to be occupied through surveys or otherwise by FEMA, or designated critical habitat unless the impacts to habitat are determined to be insignificant via project-level consultation with the CFWO (i.e., small permanent impacts that will have a negligible effect on habitat quality for arroyo toad). Temporary impacts to arroyo toad habitat will be restricted to 1 acre per project and 10 acres overall.

Least Bell's Vireo

LBV 1 LBV-1 Habitat Assessment: A habitat assessment will be conducted by a biologist to determine whether suitable habitat (including foraging, nesting, and dispersal) for the vireo occurs in the action area. If suitable habitat for this species is identified in the action area and the proposed project may affect suitable habitat that is not known to be occupied by the vireo, the CFWO will be contacted regarding the need for surveys according to Service protocol, and those surveys will be conducted, as appropriate. With CFWO concurrence, FEMA may also forgo surveys by making a determination that suitable habitat is occupied for the purposes of section 7 consultation

LBV 2 LBV-2 Seasonal Avoidance: To minimize effects to nesting vireos, all clearing of vegetation within occupied habitat will occur outside the breeding season (i.e., March 15-September 15) to the maximum extent practicable. If the breeding season cannot be avoided, a CFWO-approved biologist will conduct preconstruction nesting bird surveys, at least 48 hours before and no more than 1 week prior to vegetation removal. If no active nests are found to occur within 300 feet of the project area, project activities may proceed.

LBV 3 LBV-3 Work Restrictions Near Active Nests: If an active nest is detected during the survey, either work will be suspended until the young have fledged/beginning of the non-breeding season, or the following will apply:

a. An exclusionary buffer will be established around the nest. The buffer distance will be determined by the CFWO-approved biologist considering several factors: presence of natural buffers (vegetation/topography), nest height, location of foraging territory, nature of the proposed activities, and baseline levels of noise and human activity. The buffer may range from 50 feet to over 300 feet in width. AND

b. A biologist will monitor the nest during construction for signs of adverse effects including distress/disturbance. If adverse effects are detected then the

CFWO-approved biologist will have the authority to stop all construction in the vicinity of the nest and will coordinate with the Service to determine whether additional conservation measures will avoid or minimize effects on the nesting birds. Construction may resume only with approval from the Service. AND

c. The biologist will continue to monitor the nest and determine when young have fledged. Once young have left the nest, the buffer and exclusion zone may be removed, and construction activities within these areas may resume.

LBV 4 Habitat Avoidance: Staging and temporary construction areas will be located outside of suitable habitat and will use existing roads and developed areas to the extent possible. All mature riparian vegetation (e.g., willows and cottonwoods) greater than 30 feet in height will be avoided to the maximum extent possible. If mature riparian vegetation cannot be avoided, it will be either transplanted elsewhere within or near the action area or placed horizontally or diagonally outside the project footprint under the direction of a CFWO-approved biologist.

LBV 5 LBV-5 Habitat Restoration Plan: Prior to construction, a Restoration Plan will be prepared that describes the efforts to restore all the areas of suitable habitat for the vireo that were temporarily impacted. The Restoration Plan will be reviewed and approved by the CFWO.

LBV 6 LBV-6 Limits on Habitat Disturbance: For any specific project, temporary impacts on occupied or designated critical habitat by the vireo will be limited to a maximum of 1 acre. Temporary impacts from all the projects will also be limited to a maximum of 20 acres of vireo occupied or designated critical habitat. In addition, impacts will be limited to 10 vireo territories[4].

LBV 7 LBV-7 No Permanent Loss of Habitat: No permanent loss of occupied or designated critical habitat for the least Bell’s will occur unless the impacts to habitat are determined to be insignificant via project-level consultation (i.e., small permanent impacts that will have a negligible effect on habitat quality for least Bell’s vireo).

Coastal California Gnatcatcher

CAGN 1 Habitat Assessment: A habitat assessment will be conducted by a biologist to determine whether suitable habitat (including foraging, nesting, and dispersal) for the gnatcatcher occurs in the action area. If suitable habitat for this species is identified in the action area and the proposed project may affect suitable habitat that is not known to be occupied by the gnatcatcher, the CFWO will be contacted

[4] Whether the level of impact to habitat in a given territory results in adverse effects will be determined on a case-by-case basis as specific projects are identified and submitted for project-level consultation.

regarding the need for surveys according to the Service protocol and those surveys will be conducted, as appropriate. With CFWO concurrence, FEMA may also forgo surveys by making a determination that suitable habitat is occupied for the purposes of section 7 consultation.

CAGN 2 Seasonal Avoidance: To minimize direct effects to nesting gnatcatchers, all clearing of vegetation within occupied or designated critical habitat (gnatcatcher habitat) will occur outside the breeding season (February 15-August 30) to the maximum extent practicable. If the breeding season cannot be avoided, a CFWO-approved biologist will conduct preconstruction nesting bird surveys prior to vegetation removal. If no active nests are found to occur within 300 feet of the area of disturbance, project activities may proceed.

CAGN 3 Work Restrictions Near Active Nests: If an active nest is detected during the survey, either work will be suspended until the young have fledged/beginning of the non-breeding season or the following will apply:

a. An exclusionary buffer will be established around the nest. The buffer distance will be determined by the CFWO-approved biologist considering several factors: presence of natural buffers (vegetation/topography), nest height, location of foraging territory, nature of the proposed activities, and baseline levels of noise and human activity. The buffer may range from 50 feet to over 300 feet in width. AND

b. If an exclusion zone is established, a CFWO-approved biologist will monitor the nest during construction for signs of adverse effects including distress/disturbance. If adverse effects are detected, then the CFWO-approved biologist will have the authority to stop all construction activating in the vicinity of the nest and coordinate with the CFWO to determine whether additional conservation measures are can avoid or minimize effects on the nesting birds. Construction may resume only with approval from the CFWO. OR

c. The biologist will continue to monitor the nest and will determine when young have fledged. Once young have left the nest the buffer and exclusion zone may be removed and construction activities within these areas may resume.

CAGN 4 Habitat Avoidance: Project impacts will be avoided or minimized in coastal sage scrub, alluvial fan scrub, and other vegetation communities known to be occupied by the gnatcatcher. Staging and temporary construction areas will be located outside of suitable habitat and will use existing roads and developed areas to the maximum extent possible. If impacts to these habitats cannot be avoided, effects to gnatcatcher individuals will be avoided or minimized through implementation of the measures listed above.

CAGN 5 Habitat Restoration Plan: Prior to construction, a Restoration Plan will be prepared that describes the efforts to restore all the areas that had temporary impacts on suitable habitat for the gnatcatcher. Restoration of temporary impacts will occur in accordance with a restoration plan that is reviewed and approved by the CFWO prior to the proposed project.

CAGN 6 CAGN-6 Limits on Habitat Disturbance: For any specific project, temporary impacts on occupied or designated critical habitat for the gnatcatcher will be limited to a maximum of 1 acre. Temporary impacts from all the projects covered under this programmatic consultation will also be limited to a maximum of 20 acres of gnatcatcher occupied or designated critical habitat. In addition, impacts will be limited to 10 gnatcatcher territories[5].

CAGN 7 CAGN-7 No Permanent Loss of Habitat: No permanent loss of occupied or designated critical habitat for the gnatcatcher will occur.

Santa Ana Sucker

SASU 1 Biological Monitor and Seasonal Avoidance: Project activities in or adjacent to[6] sucker occupied habitat will be monitored using a CFWO-approved biologist with the authority to stop work and will occur outside the spawning season (i.e., March through July).

SASU 2 Limits on Habitat Disturbance: Project activities will not adversely affect sucker occupied habitat in the Santa Ana River or result in permanent loss of sucker habitat in any occupied waterway unless the impacts to habitat are determined to be insignificant via project-level consultation (i.e., small permanent impacts that will have a negligible effect on habitat quality for sucker). Temporary impacts will be restricted to a total of 0.5 mile of occupied habitat covered under this programmatic consultation, but not more than 0.1 mile of occupied habitat for a given project.

SASU 3 SASU-3 Fish Passage: If a project includes the creation of an overflow or flood-bypass channel in a river or stream potentially supporting sucker, the design and construction of such a channel must allow fish passage out of the channel before waters dry up as the floodwater recedes.

SASU 4 SASU-4 Dewatering Activities: In-channel work and channel diversion of live flow during project construction within occupied habitat for the sucker will be conducted in a manner to reduce potential impacts to rearing and migrating sucker. Dewatering will be used to create a dry work area and will be conducted in a

[5] Whether the level of impact to habitat in a given territory results in adverse effects will be determined on a case-by-case basis as specific projects are identified and submitted for project-level consultation.
[6] The specific definition of "adjacent to" will be determined on a case-by-case basis.

manner that minimizes turbidity into nearby waters. Water diversion and dewatering will include the following measures:

a. Heavy equipment will avoid flowing water other than temporary crossing or diverting activities.

b. If sucker may be present in the areas to be dewatered, a Service-approved fish rescue will be conducted by a Service-approved fisheries biologist in accordance with measures 75 and 76 below.

c. Water pumped or removed from dewatered areas will be treated before its release so that it does not contribute turbidity to nearby waters.

d. Pump intakes will be provisioned with National Marine Fisheries Service-approved fish screening as outlined in the California Department of Fish and Wildlife Fish Screening Criteria and National Marine Fisheries Service Fish Screening Criteria for Anadromous Salmonids (NMFS 1997).

e. Temporary culverts to convey live flow during construction activities will be of an adequate size as to not increase stream velocity and placed at stream grade.

f. Silt fences or mechanisms to avoid sediment input to the flowing channel will be erected adjacent to flowing water if sediment input to the stream may occur.

SASU 5 Fish Capture and Relocation Plan: For projects that require fish rescue and relocation, a fish relocation plan will be developed and submitted to the CFWO for approval. This plan will incorporate the latest Service guidance relating to the capture and relocation of fish.

SASU 6 Service-Approved Biologist for Fish Relocation: Fish relocation will only be conducted by a Service-approved fisheries biologist. If a fisheries biologist is needed, the subapplicant will submit the fisheries biologist's qualifications to the CFWO for approval 30 days prior to project construction. The fisheries biologist will have knowledge and experience in sucker biology and ecology, fish/habitat relationships, and biological monitoring, and handling, collecting, and relocating sucker or other relevant experience. The biologist will relocate any stranded fish to an appropriate place depending upon the life stage of the fish and flow conditions in the vicinity. The biologist will note the number of individuals observed in the affected area, the number of individuals relocated, the approximate size of individuals, and the date and time of the collection and relocation. One or more of the following methods will be used to capture sucker: electrofishing, dip net, seine, throw net, minnow trap, and hand.

Action Area

According to 50 CFR § 402.02 pursuant to section 7 of the Act, the "action area" means all areas to be affected directly or indirectly by the Federal action. Subsequent analyses of the environmental baseline, effects of the action, and levels of incidental take are based upon the action area. The action area for this consultation encompasses the jurisdiction of the CFWO.

STATUS OF THE SPECIES/CRITICAL HABITAT

Quino Checkerspot Butterfly

The Service federally listed Quino as endangered on January 16, 1997 (Service 1997), and issued a recovery plan on August 11, 2003 (Service 2003). This species is known from western Riverside County and San Diego County. The number of known populations has increased since listing. Based on our current methodology for identifying populations, five populations were known at listing, and more than 20 populations are known post-listing (Service 2009a).

The Quino is a subspecies of the Edith's checkerspot butterfly (*Euphydryas editha*). It differs from other subspecies by size, wing coloration, and larval and pupal phenotype. The Quino life cycle includes four distinct life stages: egg, larva (caterpillar), pupa (chrysalis), and adult. There is usually one generation of adults per year, although larvae may remain in diapause for multiple years prior to maturation. Quino require an external heat source to increase their metabolic rate to levels needed for normal growth and behavior. Larvae seek microclimates with high solar exposure for basking in order to speed their growth rate. Also, like most butterflies, adults frequently bask and remain in sunny areas to increase their body temperature to the level required for normal active behavior (Service 2009a). In addition, larval host plants for Quino are often associated with cryptogamic crusts (a thin organic crust composed of cyanobacteria, lichens, mosses, and fungi). Cryptogamic crusts also inhibit growth of nonnative plants (Service 2003). Cryptogamic crusts have become rare due to past and ongoing ground disturbance, such as grazing (Service 2003).

The status of Quino was described in detail in the 5-year review for this species (Service 2009a). Please refer to this document and the recovery plan for detailed information on life history requirements, threats, and conservation needs of this species The 5-year review of Quino checkerspot butterfly recommends working with partners near the community of Anza to protect habitat; research on herbicides, the Campo core population, and secondary host plants; conducting an experimental reestablishment at Irvine Ranch Preserve; conducting surveys at California Department of Fish and Wildlife preserve lands near Ramona; monitoring core populations, and considering updating the recovery plan.

Subsequent to completion of the 5-year review in 2009, the Service issued a non-jeopardy and no adverse modification biological and conference opinion addressing construction and long-term operations and maintenance of the Sunrise Powerlink (SRPL) Project (Service 2010a). The SRPL Project included construction of a high-voltage 117-mile transmission line and related facilities from south of El Centro in Imperial County to the northeast edge of Marine Corps Air Station Miramar in San Diego County. The biological and conference opinion addressed the impacts (i.e., loss and/or temporary disturbance) to 6 acres of Quino occupied habitat due to construction and an additional 23 acres due to maintenance and vegetation management activities. Impacts to the Quino as a result of the SRPL Project were fully offset through acquisition and provision of long-term management of Quino occupied habitat at the Long Potrero site in San Diego County, just south of the Descanso Ranger District of the Cleveland National Forest. This site was estimated to have 812 acres of Quino occupied habitat (Service 2010a).

Critical Habitat

On July 17, 2009, the Service designated approximately 62,125 acres of critical habitat for the Quino (Service 2009b). This critical habitat occurs in 9 units including the Skinner/Johnson Unit (5,444 acres), Sage Unit (123 acres), Wilson Valley Unit (463 acres), Vail Lake/Oak Mountain Unit (1,788 acres), Tule Peak Unit (326 acres), Bautista Unit (13,880 acres), Otay Unit (34,941 acres), La Posta/Campo Unit (355 acres) and Jacumba Unit (2,514 acres). The physical and biological features (PBFs[7]) of designated critical habitat for Quino are:

1. Open areas within scrublands at least 21.5 square feet in size that:

    a. contain no woody canopy cover; and

    b. contain one or more of the host plants *Plantago erecta*, *Plantago patagonica*, *Antirrhinum coulterianum*, or *Collinsia concolor* used for Quino growth, reproduction, and feeding; or

    c. contain one or more of the host plants *Cordylanthus rigidus* or *Castilleja exserta* that are within 328 feet of the host plants listed in b) above; or

    d. contain flowering plants with a corolla tube less than or equal to 0.43 inch used for Quino feeding;

2. Open scrubland areas and vegetation within 656 feet of the open canopy areas used for movement and basking; and

3. Hilltops or ridges within scrublands that contain an open, woody-canopy area at least 21.5 square feet in size used for Quino mating (hilltopping behavior) and are contiguous with (but not otherwise included in) open areas and natural vegetation described in PBFs 1 and 2 above.

[7] The designation(s) of critical habitat for (species) use(s) the term primary constituent element or essential features. The new critical habitat regulations (81 FR 7214) replace this term with PBFs. This shift in terminology does not change the approach used in conducting our analysis, whether the original designation identified primary constituent elements, PBFs, or essential features. In this consultation, we use the term PBFs to mean primary constituent elements or essential features, as appropriate for the specific critical habitat.

Arroyo Toad

The Service federally listed arroyo toad as endangered on December 16, 1994 (Service 1994a), and on July 24, 1999, issued the Arroyo southwestern toad (*Bufo microscaphus californicus*) recovery plan (arroyo toad recovery plan) (Service 1999). The arroyo toad recovery plan identifies recovery units and number of populations for each unit to allow for delisting. The arroyo toad is a small, light-olive green or gray to tan toad with dark spots and warty skin. Arroyo toads are terrestrial for much of the year and can range widely into upland habitat for foraging and burrowing, but they use aquatic habitat for breeding. Breeding occurs in shallow, slow-moving stream systems and may occur from January to July. Breeding tends to occur earlier in coastal areas than inland areas (Service 1999). Thirty-five populations of arroyo toad are distributed from Monterey County, California in the United States south to Baja California, Mexico (Service 2015). Urbanization, agriculture, and dams are the main reasons for the decline of arroyo toad and are also current threats. Other threats include water management activities and diversions; road construction, maintenance, and use; grazing; mining; recreation; and nonnative plants and animals (Service 1999).

More detailed information on the status of arroyo toad can be found in the arroyo toad recovery plan, 5-year review (http://ecos.fws.gov/docs/five_year_review/doc2592.pdf) (Service 2009) and the latest rule regarding this species (Service 2015). Please refer to these documents for detailed information on life history requirements, threats, and conservation needs of the species rangewide.

<u>Critical Habitat</u>

On February 9, 2011, the Service designated approximately 98,366 acres of critical habitat for the arroyo toad (Service 2011a). This critical habitat occurs in 21 units within Santa Barbara, Ventura, Los Angeles, San Bernardino, Riverside, Orange, and San Diego counties, California. The PBFs of designated critical habitat for the arroyo toad are:

1. Rivers or streams with hydrologic regimes that supply water to provide space, food, and cover needed to sustain eggs, tadpoles, metamorphosing juveniles, and adult breeding arroyo toads. Breeding pools must persist a minimum of 2 months for the completion of larval development. However, due to the dynamic nature of southern California riparian systems and flood regimes, the location of suitable breeding pools may vary from year to year. Specifically, the conditions necessary to allow for successful reproduction of arroyo toads are: (a) breeding pools that are less than 6 inches deep; (b) areas of flowing water with current velocities less than 1.3 feet per second; and (c) surface water that lasts for a minimum of 2 months during the breeding season (a sufficient wet period in the spring months to allow arroyo toad larvae to hatch, mature, and metamorphose).

2. Riparian and adjacent upland habitats, particularly low-gradient (typically less than 6 percent) stream segments and alluvial streamside terraces with sandy or fine gravel substrates that support the formation of shallow pools and sparsely vegetated sand

and gravel bars for breeding and rearing of tadpoles and juveniles; and adjacent valley bottomlands that include areas of loose soil where arroyo toads can burrow underground, to provide foraging and living areas for juvenile and adult arroyo toads.

3. A natural flooding regime, or one sufficiently corresponding to natural, that: (a) is characterized by intermittent or near-perennial flow that contributes to the persistence of shallow pools into at least mid-summer; (b) maintains areas of open, sparsely vegetated, sandy stream channels and terraces by periodically scouring riparian vegetation; and (c) also modifies stream channels and terraces and redistributes sand and sediment, such that breeding pools and terrace habitats with scattered vegetation are maintained.

4. Stream channels and adjacent upland habitats that allow for movement to breeding pools, foraging areas, overwintering sites, upstream and downstream dispersal, and connectivity to areas that contain suitable habitat.

Least Bell's Vireo

With an estimated 2,968 vireo territories as of 2006, the number of vireo territories has increased 10-fold since listing in 1986, when only 291 territories were known. Existing territories occur in San Diego, Riverside, Orange, San Bernardino, Los Angeles, Ventura, Santa Barbara, Inyo, Kern, Monterey, San Benito, and Stanislaus counties. An estimated 898 territories occur in Riverside County, while an estimated 87 territories occur in San Bernardino County (Service 2006). The status of vireo was described in detail in the 5-year review for Least Bell's Vireo (Service 2006). The 5-year review recommended downlisting of the species to threatened status based on a reduction of threats and growth of the population 10-fold since listing. Please refer to this document for information on the status of vireo rangewide and for detailed information on the life history requirements, threats, and conservation needs of the species. A draft recovery plan for vireo was issued in 1998 (Service 1998).

However, a new threat has emerged that has the potential to significantly impact vireo nesting throughout its range. A disease complex involving two species of ambrosia beetles, the polyphagous shot hole borer (*Euwallacea* sp. 1) and Kurushio shot hole borer (*Euwallacea* sp. 5), a mix of associated fungi (Lynch *et al*. 2016), and other pathogens is causing widespread damage to trees in riparian ecosystems throughout southern California (Eskalen *et al*. 2013). These shot hole borers create galleries in trees and inoculate the galleries with fungal spores. *Fusarium* sp. causes significant damage to trees, and the galleries open up trees to attack from other pathogens that may be even more damaging.

The combination of structural damage from the galleries and tissue damage from the pathogens causes limbs to break and trees to die. For example, occupied habitat in the Tijuana River (Recovery Unit 1) has already been infested, and an estimated 140,000 trees or 35 percent of the trees showed extensive damage from the disease complex (Boland 2016). Willow species are particularly susceptible to damage from the infestation. Preliminary reports suggest that the Prado Basin (Recovery Unit 7) and the San Luis Rey River (Recovery Unit 5) also have substantial infestations. The Sweetwater River (Recovery Unit 3) and San Diego Creek (Recovery Unit 8) are also known to be infested.

No systematic, regional surveys have been conducted, and it is likely that additional vireo habitat is infested. Because vireos require structure associated with willows and similar species, we anticipate that vireo breeding success will decline in infested habitats. It is too early to determine how this significant new threat will affect the overall status of the species. Significant mortality of mature trees related to this threat may alter vireo prey availability, increase exposure to predation (especially for vireo nests), and affect hydrogeomorphic processes (e.g., flooding, alluvial deposition) important for maintaining healthy riparian woodlands that vireos use for feeding, sheltering, and breeding.

Critical Habitat

Critical habitat for the vireo was designated on March 4, 1994 (Service 1994b), encompasses a total of about 36,000 acres in 10 localities in Santa Barbara, Ventura, Los Angeles, San Bernardino, Riverside, and San Diego counties. The PBFs of designated critical habitat include riverine and floodplain habitats (particularly willow-dominated riparian woodland with dense understory vegetation maintained, in part, in a non-climax stage by periodic floods or other agents) and adjacent coastal sage scrub, chaparral, or other upland plant communities (Service 1994b).

Santa Ana Sucker

The sucker was listed as a threatened species in 2000 (Service 2000). The federally listed sucker is restricted to three non-contiguous populations: in lower Big Tujunga Canyon watershed (Los Angeles River drainage); the East, West, and North forks of San Gabriel River; and the lower and middle sections of the Santa Ana River watershed. A small population also occurs in San Dimas Canyon, a tributary to San Gabriel River. Populations in Santa Clara River watershed, including Piru and Sespe creeks (Swift *et al*. 1993), are not considered to be the listed entity. The status of sucker was described in detail in:

1. The 5-year review (Service 2011b),
2. The recovery outline (Service 2012) and;
3. The Santa Ana sucker recovery plan (Service 2017) Please refer to these documents for information on the status of sucker rangewide and for detailed information on life history requirements, threats, and conservation needs of the species.

Critical Habitat

Critical habitat for the sucker was designated on December 14, 2010 (Service 2010b). Sucker designated critical habitat occurs in the Santa Ana River Unit (Unit 1 (7,097 acres)), San Gabriel River Unit (Unit 2 (1,000 acres)), and Big Tujunga Creek Unit (Unit 3 (1,233 acres) (Service 2010b). The PBFs of designated critical habitat for the sucker include:

1. A functioning hydrological system within the historical geographic range of sucker that experiences peaks and ebbs in the water volume (either naturally or regulated) that encompasses areas that provide or contain sources of water and coarse sediment necessary to maintain all life stages of the species, including adults, juveniles, larvae, and eggs, in the riverine environment;

2. Stream channel substrate consisting of a mosaic of loose sand, gravel, cobble, and boulder substrates in a series of riffles, runs, pools, and shallow sandy stream margins necessary to maintain various life stages of the species, including adults, juveniles, larvae, and eggs, in the riverine environment;

3. Water depths greater than 1.2 inches and bottom water velocities greater than 0.01 feet per second;

4. Clear or only occasionally turbid water;

5. Water temperatures less than 86 °F;

6. Instream habitat that includes food sources (such as zooplankton, phytoplankton, and aquatic invertebrates), and associated vegetation such as aquatic emergent vegetation and adjacent riparian vegetation to provide: (a) Shading to reduce water temperature when ambient temperatures are high, (b) shelter during periods of high water velocity, and (c) protective cover from predators; and

7. Areas within perennial stream courses that may be periodically dewatered, but that serve as connective corridors between occupied or seasonally occupied habitat and through which the species may move when the habitat is wetted.

Coastal California Gnatcatcher

The Service listed the gnatcatcher as threatened on March 30, 1993 (Service 1993) and published a revised final rule designating critical habitat on December 19, 2007 (Service 2007). It has no recovery plan. The range of the gnatcatcher is coastal southern California and northwestern Baja California, Mexico. More specifically, this species ranges from southern Ventura and San Bernardino counties, California, south to near El Rosario, Mexico, at about 30 degrees north latitude (Service 2010c). The northern and eastern limits of the coastal scrub communities used by the gnatcatcher are largely bound by mountainous areas, while the southern limit is defined by the transition to the Vizcaíno desert.

Gnatcatchers were considered locally common in the mid-1940s, but they had declined substantially in the United States by the 1960s (Atwood 1980). At the time of listing in 1993, we estimated about 2,562 pairs of gnatcatchers remained in the United States (Service 1993), though this estimate was not statistically valid because it was calculated using methods not supported by probability theory (Winchell & Doherty 2008). Additionally, population sizes are known to fluctuate from year to year (Atwood & Bontrager 2001), which further complicates any trend assessment. Winchell & Doherty (2008) estimated there were 1,324 (95 percent confidence interval: 976-1,673) gnatcatcher pairs over an 111,006-acre area on some public and quasi-public lands of Orange and San Diego counties.

In September 2010, the Service completed a 5-year review addressing the status of the gnatcatcher (Service 2010c). Please refer to this document for detailed information on the life history requirements, threats, and conservation needs.

Critical Habitat

The 11 designated critical habitat units for the gnatcatcher include 197,303 acres of Federal, State, local, and private land in Ventura, Los Angeles, Orange, Riverside, San Bernardino, and San Diego counties (Service 2007). Designated critical habitat includes habitat throughout the species' range in a variety of climatic zones and vegetation types to preserve the genetic and behavioral diversity that currently exists within the species. The individual units contain essential habitat and help to identify special management considerations.

PBFs of designated critical habitat for the gnatcatcher are those habitat components that are essential for the primary biological needs of foraging, nesting, rearing of young, intra-specific communication, roosting, dispersal, genetic exchange, or sheltering (Service 2007). These include: (1) dynamic and successional sage scrub habitats (i.e., Venturan coastal sage scrub, Diegan coastal sage scrub, Riversidean sage scrub, maritime succulent scrub, Riversidean alluvial fan scrub, southern coastal bluff scrub, and coastal sage-chaparral scrub) that provide space for individual and population growth, normal behavior, breeding, reproduction, nesting, dispersal, and foraging; and (2) non-sage scrub habitats such as chaparral, grassland, and riparian areas, in proximity to sage scrub habitats that provide space for dispersal, foraging, and nesting.

ENVIRONMENTAL BASELINE

Regulations implementing the Act (50 CFR § 402.02) define the environmental baseline as the past and present impacts of all Federal, State, or private actions and other human activities in the action area. Also included in the environmental baseline are the anticipated impacts of all proposed Federal projects in the action area that have undergone section 7 consultation and the impacts of State and private actions which are contemporaneous with the consultation in progress.

Quino Checkerspot Butterfly and Santa Ana Sucker

Since the action area includes the jurisdiction of the CFWO and Quino and the federally listed sucker and their designated critical habitats are entirely within this area, the Environmental Baseline for these species and their designated critical habitats is the same as the Status of the Species.

Arroyo Toad

The Environmental Baseline for the arroyo toad is the same as for the Status of the Species, except that the San Antonio, Sisquoc, Upper Santa Ynez, Sespe, Piru, and Upper Santa Clara populations and units 2-6 of designated critical habitat are outside of CFWO jurisdiction.

Least Bell's Vireo

Of the estimated 2,968 vireo territories as of 2006, about 2,500 are in the jurisdiction of the CFWO, including the Tijuana, Dulzura, Jamul, Otay, Sweetwater, San Diego, San Luis Rey, Santa Margarita, and Santa Ana river/creek populations. The smallest number was found at the Dulzura Creek/Jamul River/Otay River population, which had 36 territories. For vireo designated critical habitat, the Environmental Baseline is the same as for the Status of the Species except it excludes the Santa Ynez River and Santa Clara River. Designated critical habitat in the Santa Ana River, Santa Margarita River, San Luis Rey River, San Diego River, Sweetwater River, Jamul-Dulzura creeks, and Tijuana River are entirely within the action area.

Coastal California Gnatcatcher

The Environmental Baseline for gnatcatcher is the same as for the Status of the Species, except that it excludes gnatcatchers that occur in Ventura and western Los Angeles counties, which center around and include the Moorpark area. Also, units 1-3, 5-10, and 12 of designated critical habitat are entirely within the action area, while unit most of unit 13 is outside the action area (i.e., 55,060 acres of 57,737 acres of designated critical habitat is outside the action area).

EFFECTS OF THE ACTION

Effects of the action refer to the direct and indirect effects of an action on the species or critical habitat that will be added to the environmental baseline, along with the effects of other activities that are interrelated or interdependent with that action. Interrelated actions are those that are part of a larger action and depend on the larger action for their justification. Interdependent actions are those that have no independent utility apart from the action under consideration. Indirect effects are those that are caused by the proposed action and are later in time, but are still reasonably certain to occur. Effects can be analyzed and found to be discountable or insignificant. Discountable effects are extremely unlikely to occur. Insignificant effects relate to the size of the impact and do not result in incidental take of a species.

Discountable and Insignificant Effects

The effect of fugitive dust on Quino and the potential for nonnative plants to increase within the action area and negatively affect Quino, arroyo toad, gnatcatcher, vireo, sucker and their associated critical habitats, where designated, were considered but determined to be reduced to a level of insignificance with the conservation measures committed to by FEMA.

Fugitive dust from project activities can negatively affect photosynthesis and decrease water-use efficiency of plants (Sharifi *et al*. 1997), including Quino host and nectar plants (PBF 1).

However, due to the temporal and small-scale nature of project activities and implementation of best management practices such as speed limits, covering potential wind-blown materials, and use of water or other binding materials during construction, impacts from dust on Quino should be insignificant.

Project activities have the potential to introduce nonnative plants to the action area by carrying seeds on vehicles, people, or equipment, and through ground disturbance. Ground disturbance can promote the establishment and spread of nonnative plants (Merriam *et al*. 2006). Such plants can degrade habitat quality for Quino and its critical habitat by competing with and replacing host and nectar plants (PBF 1), which is the greatest threat to Quino reserves (Service 2003). However, restoration of temporary impacts, in accordance with a plan reviewed and approved by the Service, best management practices, and use of a biological monitor will avoid or minimize the potential for the spread of nonnative species. Further, ground disturbance of Quino occupied habitat for a given project will be limited to 2 acres. Thus, the potential for impacts to Quino and its designated critical habitat due to nonnative plants is discountable.

Likewise, nonnative plants introduced by vehicles and ground disturbance, such as tamarisk (*Tamarix* species) and giant reed (*Arundo donax*), can stabilize stream terraces and deepen channels, affecting all four PBFs of designated critical habitat and making habitat unsuitable for arroyo toads (Service 1999). White sweet clover (*Melilotus alba*) and iceplant (*Mesembryanthemum* species) can result in the loss of arroyo toad upland habitat by covering stream terraces and creating densely vegetated areas that arroyo toads cannot move through, which will impact PBF 2 (riparian and upland habitats) and 4 (connectivity). Again, the conservation measures proposed to restore temporary impacts and to use best management practices and a biological monitor will avoid or minimize the spread of nonnative species. Thus, the potential for impacts to arroyo toads and its designated critical habitat due to nonnative plants is discountable.

Project activities that result in the introduction and/or spread of the nonnative plant species, particularly giant reed, can form dense stands that are unsuitable for vireos (Service 2002). The restoration of temporary impacts in accordance with a plan reviewed and approved by the CFWO, best management practices, and use of a biological monitor should effectively avoid or minimize the potential for the spread of nonnative species. In addition, project activities for a given project will be restricted to a maximum of 1 acre. Thus, the potential for impacts to vireo due to nonnative plants is discountable.

Establishment or spread of nonnative species such as tamarisk and giant reed and the loss of streamside riparian habitat can negatively affect habitat conditions for sucker via reduction in the availability of water (Stephenson & Calcarone 1999) and impact PBF 1 (functioning hydrological system), 3 (water depth and velocity), and 5 (water temperature) of sucker critical habitat. Native riparian vegetation provides cover and protection from predators and provides shade that can reduce water temperatures, which sucker tend to prefer[8]. Increased water

[8] Sucker prefer cooler water temperatures, but have been found in water between 59 degrees and 82 degrees Fahrenheit (Service 2010b).

temperatures could result in increased needs for food quantity and quality to survive and/or maintain growth rates (Lessard & Hayes 2003), leading to sucker death or injury. The conservation measures proposed to restore temporary impacts and to use best management practices and a biological monitor will address these impacts. Thus, the potential for impacts to sucker and its designated critical habitat due to nonnative plants is discountable.

Finally, construction and maintenance activities could result in the introduction and/or spread of nonnative plant species, such as annual grasses, that can alter the fire regime and result in the loss via conversion of suitable nesting habitat for gnatcatchers, As with the other species discussed, the restoration of temporary impacts, best management practices, and use of a biological monitor should effectively avoid or minimize the potential for the spread of nonnative species. Also, the impacts associated with a given project will be small scale (i.e., a maximum of 1 acre). Thus, the potential for impacts to gnatcatchers due to nonnative plants is discountable.

Quino Checkerspot Butterfly

The proposed projects have the potential to kill or injure Quino larvae and eggs via crushing. In addition to loss of individual Quino larvae, the destruction of Quino occupied habitat could harm Quino by reducing the availability of oviposition sites, larval food sources, pupal sheltering sites, and adult nectar sources within the action area.

However, impacts to host and nectar plants will be minimized by the maintenance of protective barriers and fencing. In addition, no permanent impacts to Quino occupied habitat will occur, no temporary or permanent impacts to core occurrences will occur, and temporary impacts will not result in more than 2 acres of ground disturbance of Quino occupied habitat for a given project. Further, not more than 50 acres of Quino occupied habitat will be impacted overall[9]. This represents a small proportion of occupied habitat for the species within the action area. In addition, the most important areas of Quino occupied habitat will be avoided (i.e., core occurrence complexes) unless impacts are determined to be insignificant via project-specific consultation (i.e., small impacts that will have a negligible effect on habitat quality for Quino). Although we do not have an accurate acreage estimate of occupied Quino habitat throughout the species range, the total proposed impacts will affect a small fraction of the available habitat. In addition, the restriction for each project will help ensure that no single population is significantly impacted to the extent that the viability of that population or the species as a whole is at risk. Restoration of temporary impacts to Quino habitat will occur in accordance with a restoration plan that is reviewed and approved by the CFWO prior to implementation of the proposed projects. Thus, the proposed action is not expected to appreciably reduce the numbers, distribution or reproduction of the species.

<u>Critical Habitat</u>

The proposed project could impact PBF 1 (host and nectar plants) via ground disturbance that destroys host and nectar plants. However, impacts to host and nectar plants will be minimized by the maintenance of protective barriers and fencing. In addition, impacts will be temporary, no

[9] Overall in this document means considering all the projects under the consultation combined.

more than 2 acres will be impacted for a given project, and no more than 50 acres of Quino habitat will be impacted overall, which represents a small proportion of the 62,125 acres of designated critical habitat. Further, monitoring, education of project personnel, and restoration of temporary impacts will occur in accordance with a plan reviewed and approved by the CFWO. Thus, no appreciable reduction in the ability of the critical habitat to provide for the survival and recovery of this species will occur.

Impact on Recovery

The proposed project does not conflict with the recovery actions or goals described in the Quino recovery plan (Service 2003). Maintaining as much Quino habitat as possible is considered necessary for the recovery of this species (Service 2003). However, only 50 acres of temporary impacts and no permanent impacts are expected under the proposed action. In addition, individual projects will not impact more than 2 acres. This small, temporary, and intermittent loss of habitat will not affect the long-term viability of the occurrence complexes or fragment Quino habitat within the action area or across recovery units. Thus, the proposed action will not significantly impact the ability of Quino to recover.

Arroyo Toad and its Designated Critical Habitat

Project activities could result in the crushing of individual arroyo toads, larvae, and eggs. In addition, mortality and injury can occur during the handling and relocation of arroyo toads. Also, the stress of relocation has the potential to make arroyo toad more susceptible to disease or predation.

However, staging areas will be kept out of arroyo toad occupied habitat, project personnel will be appropriately trained to minimize impacts, a biological monitor will help ensure measures to minimize impacts are implemented, and relocation of arroyo toads will occur to minimize direct impacts, as necessary. Further, permanent impacts to arroyo toad habitat will be avoided unless such impacts are determined to be insignificant via project-specific consultation (i.e., small impacts that will have a negligible effect on habitat quality for arroyo toads). Temporary impacts will be restricted to a total of 10 acres of occupied habitat, with no more than 1 acre of impact for each project. Given the amount of habitat available to arroyo toads in the action area and across its range, the proposed action will affect a small fraction of the available habitat rangewide or supporting any specific arroyo toad population. Although we do not have site-specific information regarding the distribution of arroyo toads within the project footprint, the proposed conservation measures and project-specific consultation will ensure that project activities do not have a disproportional impact on arroyo toad populations. Thus, only a fraction of arroyo toads within any affected population are anticipated to be injured or killed, and proposed activities will not appreciably reduce the numbers, distribution, or reproduction of the species.

Project activities could also impact water quality (PBF 1[10]) through accidental spills, which may result in mortality or injury to arroyo toads, and the introduction of contaminants into streams, which has the potential to increase nitrogen levels. Streams with enhanced nitrogen levels can

[10] PBF 1 includes water to provide space, food, and cover

cause death and developmental abnormalities in animals and impact prey populations (Rouse *et al*. 1999). In addition, dust and soil erosion from construction and ground disturbing activities near and within stream could impact stream water quality (PBF 1). This sedimentation can lead to the smothering of eggs and tadpoles (Rabeni & Smale 1995), filling of habitat, restriction of water flow, and the consequent reduction of oxygen levels. These effects vary depending on the amount of sediment introduced into the stream, the amount of stream flow, gradient, and several other instream factors.

However, measures are proposed to prevent spills and impacts to water quality via sedimentation, including development of project-specific erosion, spill, and hazardous material control plans; transport of pollutants off site; service and fueling of vehicles in upland areas; staging outside the floodplain during flood season; use of silt fencing and erosion control blankets, as appropriate; and removal of trash. Further, impacts will be restricted to 1 acre of occupied habitat per project and 10 acres of occupied habitat overall. Thus, impacts should be effectively minimized and not appreciably reduce the numbers, distribution, or reproduction of arroyo toads or the function of designated critical habitat in providing for the survival and recovery of arroyo toads.

Impact on Recovery

The proposed activities do not conflict with the recovery actions or goals described in the recovery plan because permanent loss of habitat is not expected. Further, the potential for impacts from the proposed activities are effectively minimized due to the proposed conservation measures. Finally, due to the proposed measures and project limitations, the number of arroyo toad that may be affected is a small proportion of the total and regional populations. Thus, the proposed action will not significantly impact the ability of arroyo toad to recover.

Least Bell's Vireo

Since nests will be protected from direct impacts, eggs and nestlings will not be directly impacted under the proposed action. However, the proposed projects could result in the removal of vegetation including PBF 1 (riparian woodlands), reducing the availability of foraging and nesting resources. Vireos tend to show site fidelity and return to breeding territories in subsequent years (Service 1998). Thus, even destruction of habitat outside the breeding season could impact this species. Vireos could be forced to compete with each other when attempting to expand an existing territory or establish a new territory or miss the opportunity to breed. Also, if displaced birds cannot find suitable habitat to forage and shelter in, they will be more vulnerable to predation and may die or be injured. Vireos that successfully establish territories in adjacent habitat are expected to experience reduced productivity (e.g., delayed initiation or prevention of nest building, fewer nesting attempts per season, and/or overall reduction in reproductive output) due to reduced availability of foraging and breeding habitat and increased territorial interactions.

Project generated noise could also interfere with courtship behavior or cause temporary or permanent abandonment of the nesting territory (Gunn & Livingston 1974). Excessive noise can mask the song of a male vireo, thereby inhibiting his chance of attracting a mate (Scherzinger 1979). Excessive noise can also mask the presence of predators to the vireo (Shen 1983).

However, the proposed action includes use of an exclusionary buffer around nests during the breeding season, which should help minimize the potential impacts due to noise. In addition, for any specific project, impacts on vireo occupied or designated critical habitat will be limited to a maximum of 1 acre. Further, impacts from all the projects will be limited to a maximum of 20 acres of vireo occupied habitat or designated critical habitat, and no permanent loss of habitat is expected. Finally, impacts will be limited to 10 vireo territories, which is a small portion of the approximately 3,000 territories rangewide. Thus, impacts will be small in scale and impact a relatively small number of vireos. Impacts are also likely to be scattered throughout the range of the vireo and occur intermittent over the life of the project activities. Therefore, the proposed action is not expected to appreciably reduce the numbers, distribution or reproduction of the species or ability of critical habitat to provide for survival and recovery.

Impact on Recovery

The proposed activities do not conflict with the recovery actions or goals described in the draft recovery plan or the 5-year review because permanent loss of habitat is not expected and temporary impacts should be small in scale, spread out over the range of the species, and intermittent over the life of project activities. Further, the potential for impacts from the project activities are effectively minimized due to the proposed conservation measures. Finally, the number of vireos that may be affected is a small proportion of the total and regional populations. Thus, the proposed action will not significantly impact the ability of vireo to recover.

Santa Ana Sucker and its Designated Critical Habitat

Potential direct effects of this project to the sucker include the crushing of individuals. In addition, mortality and injury can occur during the handling and relocation of sucker. Also, the stress of relocation has the potential to make the sucker more susceptible to disease or predation. Finally, impingement on block nets and subsequent predation is a potential source of mortality.

However, staging areas will be kept out of sucker occupied habitat, project personnel will be appropriately trained to minimize impacts, a biological monitor will help ensure measures to minimize impacts are implemented, and relocation of sucker will occur, as necessary. Further, permanent impacts and impacts to sucker in the Santa Ana River will be avoided and temporary impacts will be restricted to a total of 0.5 mile of occupied habitat, but not more than 0.1 mile of occupied habitat for a given project. Thus, given the miles of habitat available to the sucker in Big Tujunga (13 miles) and the West, East, and North forks of the San Gabriel River (26 miles), which will represent a small proportion of the population in either watershed, and the relocation of potentially affected sucker to nearby suitable habitat, the proposed action will not appreciably reduce the numbers, distribution, or reproduction of the species.

Project activities could also impact water quality (PBF 4) through accidental spills, which may result in mortality or injury to Santa Ana sucker and food sources (PBF 6), and the introduction of contaminants into streams, which has the potential to increase nitrogen levels. Streams with enhanced nitrogen levels can cause death and developmental abnormalities in animals and impact prey populations (Rouse *et al*. 1999). In addition, dust and soil erosion from construction and ground disturbing activities near and within stream could impact stream water quality (PBF 4). This sedimentation can lead to the smothering of eggs (Rabeni & Smale 1995), filling of habitat, restriction of water flow, the consequent reduction of oxygen levels. The filling of habitat and the reduction of access to cobble/gravel substrates preferred by the sucker (Service 2005). These effects vary depending on the amount of sediment introduced into the stream, the amount of stream flow, gradient, and several other instream factors.

However, measures are proposed to prevent spills and impacts to water quality via sedimentation, including development of project-specific erosion, spill, and hazardous material control plans; transport of pollutants off-site; service and fueling of vehicle in upland areas; staging outside the floodplain during flood season; use of silt fencing and erosion control blankets, as appropriate; and removal of trash. Further, impacts will be restricted to 0.1 mile of occupied habitat or designated critical habitat per project and 0.5 mile of occupied or designated critical habitat overall. Thus, impacts should be effectively minimized and will not appreciably reduce the numbers, distribution, or reproduction of the species or ability of designated critical habitat to provide for its survival and reproduction.

<u>Impact on Recovery</u>

The proposed activities do not conflict with the recovery actions or goals described in the recovery plan because permanent loss of habitat is not expected. Further, the potential for impacts from the proposed activities are effectively minimized due to the proposed conservation measures. Finally, due to the proposed measures and project limitations, the number of sucker that may be affected is a small proportion of the total and regional populations. Thus, the proposed action will not significantly impact the ability of sucker to recover.

Coastal California Gnatcatcher

Since nests will be protected from direct impacts, eggs and nestlings will not be directly impacted under the proposed action. However, the proposed project could result in the removal of vegetation, reducing the availability of foraging and nesting resources for gnatcatchers. Thus, gnatcatchers could be forced to compete with each other when attempting to expand an existing territory or establish a new territory or miss the opportunity to breed. If displaced birds cannot find suitable habitat to forage and shelter in, they will be more vulnerable to predation and otherwise may die or be injured. Gnatcatchers that successfully establish territories in adjacent habitat are expected to experience reduced productivity (e.g., delayed initiation or prevention of nest building, fewer nesting attempts per season, and/or overall reduction in reproductive output) due to reduced availability of foraging and breeding habitat and increased territorial interactions.

Effects may also occur due to noise associated with project activities. Noise may interfere with courtship behavior or cause temporary or permanent abandonment of the nesting territory (Gunn & Livingston 1974). Excessive noise can mask the song of a male gnatcatcher, thereby inhibiting his chance of attracting a mate (Scherzinger 1979). Excessive noise can also mask the presence of predators to the gnatcatcher (Shen 1983).

However, the proposed action includes use of an exclusionary buffer during the breeding season, which should help minimize the potential impacts due to noise. In addition, for any specific project, temporary impacts on occupied habitat for the gnatcatcher will be limited to a maximum of 1 acre. Temporary impacts from all the projects covered under this programmatic consultation will also be limited to a maximum of 20 acres of gnatcatcher occupied habitat and no permanent loss of habitat is expected. Further, impacts will be limited to 10 gnatcatcher territories[11]. Thus, impacts should be small in scale, spread out over the range of the species, and intermittent over the life of the project activities and the proposed action is not anticipated to appreciably reduce the numbers, distribution or reproduction of the species.

Critical Habitat

Effects could occur to PBFs 1 (i.e., sage scrub) and 2 (i.e., non-sage scrub habitat associated with sage scrub, including chaparral, grassland, and riparian habitat) of gnatcatcher critical habitat via removal during construction and maintenance activities. However, temporary impacts from all will be limited to a maximum of one acre of designated critical habitat per project and twenty acres of gnatcatcher designated critical habitat overall and no permanent loss of habitat is expected. Thus, impacts should be small in scale, spread out over the range of the species, and intermittent over the life of the project and impact a small proportion of the approximately 197,303 acres of designated critical habitat for this species. Therefore, no appreciable reduction in the ability of the critical habitat to provide for the survival and recovery of this species is expected.

Impact on Recovery

The proposed project does not conflict with the recovery actions or goals described in the 5-year review because permanent loss of habitat is not expected and temporary impacts should be small in scale, spread out over the range of the species, and intermittent over the life of the project activities. Further, the potential for impacts from the proposed activities are effectively minimized due to the proposed conservation measures. Finally, the number of gnatcatchers that may be affected is a small proportion of the total and regional populations. Thus, the proposed action will not significantly impact the ability of gnatcatcher to recover.

CUMULATIVE EFFECTS

Cumulative effects include the effects of future State, tribal, local, or private actions that are reasonably certain to occur in the action area considered in this biological opinion. Future Federal actions that are unrelated to the proposed action are not considered in this section because they require separate consultation pursuant to section 7 of the Act. We are unaware of

[11] Whether the level of impact to habitat in a given territory results in adverse effects will be determined on a case-by-case basis as specific projects are identified and submitted for project-level consultation.

any non-Federal actions affecting these species that are reasonably certain to occur in the action area considered by this opinion.

CONCLUSION

After reviewing the current status of the species, environmental baseline for the action area, effects of the proposed action, and the cumulative effects, it is our biological opinion that the proposed action is not likely to jeopardize the continued existence of Quino, arroyo toad, vireo, sucker, and gnatcatcher and is not likely to result in the destruction or adverse modification of their designated critical habitats. Our conclusions are based on the following reasons:

1. FEMA proposes measures that should effectively minimize the impacts of project activities on these species and their designated critical habitats.

2. The proposed action affects a small proportion of the populations of these species across their range and of the designated critical habitats. Also, impacts to habitat will be temporary, small in scale, and intermittent over the duration of the project.

INCIDENTAL TAKE STATEMENT

Section 9 of the Act, and Federal regulation pursuant to section 4(d) of the Act, prohibit the take of endangered and threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm is further defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined as an intentional or negligent act or omission that creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to the agency action is not considered to be prohibited taking under the Act provided that such taking is in compliance with the terms and conditions of this incidental take statement.

The measures described below are non-discretionary, and must be undertaken by FEMA or made binding conditions of any grant issued, as appropriate, for the exemption in section 7(o)(2) to apply. FEMA has a continuing duty to regulate the activity covered by this incidental take statement. If FEMA fails to assume and implement the terms and conditions, the protective coverage of section 7(o)(2) may lapse. To monitor the impact of incidental take, FEMA or the project subapplicant must report the progress of the action and its impact on the species to the Service as specified in the incidental take statement [50 CFR § 402.14(i)(3)].

AMOUNT AND EXTENT OF TAKE

Incidental take will be identified and exempted as individual projects are identified. This will be documented as the individual projects are submitted for consultation in accordance with this programmatic biological opinion. However, the overall amount of incidental take anticipated and exempted for each federally listed species addressed by this consultation is provided below.

Take of the Quino is anticipated and exempted as follows:

- Harm, death, or injury to individuals within 2 acres of occupied habitat for a given project and 50 acres overall.

Take of the arroyo toad is anticipated and exempted as follows:

- Harm, death, capture or injury to individuals within 1 acre of occupied habitat for a given project and 10 acres overall.

Take of the vireo is anticipated and exempted as follows:

- Harm, death, or injury to individuals within on1 acre of occupied habitat for a given project, 20 acres overall, and 10 territories.

Take of the sucker is anticipated and exempted as follows:

- Harm, death, capture, or injury to individuals within 0.1 mile of occupied habitat for a given project and 0.5 mile overall.

Take of the gnatcatcher is anticipated and exempted as follows:

- Harm, death, or injury to individuals within 1 acre of habitat for a given project, 20 acres overall, and 10 territories.

EFFECT OF TAKE

In the accompanying biological opinion, we determined that this level of anticipated take is not likely to result in jeopardy to Quino, arroyo toad, vireo, sucker, or gnatcatcher.

REASONABLE AND PRUDENT MEASURES

The following reasonable and prudent measures are necessary and appropriate to minimize, monitor, and report the effects of incidental take. The reasonable and prudent measures outlined below are nondiscretionary. Failure to comply may cause the protective coverage of section 7(o)(2) to lapse.

1. FEMA or their subapplicants will provide reports regarding the impacts to federally listed species.

2. FEMA or their subapplicants will ensure that impacts to arroyo toads and Santa Ana sucker are minimized during capture and relocation.

TERMS AND CONDITIONS

To be exempt from the prohibitions of section 9 of the Act, the FEMA must comply with terms and conditions, which implement the reasonable and prudent measures described above and outline reporting and monitoring requirements. Terms and conditions are non-discretionary.

To implement the reasonable and prudent measure 1 above, FEMA will adhere to the following terms and conditions:

1.1. FEMA will prepare and provide to the CFWO an annual report by March 15 summarizing all projects completed during the previous calendar year on implementation of this biological opinion. FEMA will require the subapplicants to provide a project report to the Service and FEMA with the following project-specific details on their respective projects within 45 days of project construction completion:

a. The number of Quino, arroyo toads, vireos, sucker and gnatcatchers found during a subapplicant's project, the date observed, their status when observed, and a map and GIS coordinates indicating their location when observed.

b. The total amount of occupied habitat disturbed and a description of restoration efforts for that occupied habitat.

c. Any observations of impacts to Quino, arroyo toad, vireo, sucker and gnatcatcher and a description of the nature of the impacts.

1.2 Prior to project construction, FEMA will require their subapplicants to submit to the CFWO Geographic Information System (GIS) shapefiles in UTM, Zone 11N (meters), NAD 83 coordinate system that show the following: anticipated permanent impacts, temporary impacts, habitat restoration sites, and habitat conservation sites. Please note that these polygons may overlap. For example, one location could be temporarily impacted and subsequently restored and conserved. Include the following metadata for each shapefile: summary/description of the data, attribute definitions, coordinate system/projection information or any other pertinent information. If there are any changes to the boundaries anticipated impacts, restoration, or conservation sites, such changes must be addressed consistent with the Reinitiation Notice below. In addition updated GIS shapefiles will be submitted to the CFWO.

To implement reasonable and prudent measure 2 above, FEMA or their subapplicants will adhere to the following term and condition:

2.1 At least 2 weeks prior to project activities, FEMA will require their subapplicants to submit the names and credentials of all individuals who are expected to handle arroyo toads or Santa Ana sucker to the CFWO for review and approval.

CONSERVATION RECOMMENDATIONS

Section 7(a)(1) of the Act directs Federal agencies to use their authorities to further the purposes of the Act by carrying out conservation programs for the benefit of endangered and threatened species. Conservation recommendations are discretionary agency activities to minimize or avoid adverse effects of a proposed action on listed species or critical habitat, to help implement recovery plans, or to develop information. We have no conservation recommendations for this project.

REINITIATION NOTICE

This concludes formal consultation on the proposed action. As provided in 50 CFR § 402.16, reinitiation of formal consultation is required where discretionary Federal involvement or control over the action has been retained (or is authorized by law) and if (1) the amount or extent of incidental take is exceeded; (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; (3) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat not considered in this opinion; or (4) a new species is listed or critical habitat designated that may be affected by the action.

If you have any questions regarding this document, please contact Jesse Bennett of this office at jesse_bennett@fws.gov; or 760-431-9440 extension 305.

Sincerely,

SCOTT SOBIECH Digitally signed by SCOTT SOBIECH Date: 2019.05.31 10:30:54 -07'00'

Scott A. Sobiech
Acting Field Supervisor

Appendices

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Appendix A

Concurrence with Not Likely to Adversely Affect Determinations

Southwestern Willow Flycatcher and Designated Critical Habitat

Flycatcher could be affected by removal of habitat and direct impacts to nests, nestlings, and eggs. They could also be affected by noise that disrupts breeding, feeding, and predator avoidance. In addition, the removal of flycatcher designated critical habitat could impact PBF 1 (i.e., riparian vegetation). However, no flycatcher occupied or designated critical habitat will be impacted, and appropriate buffers will be used to effectively minimize the potential for impacts due to noise. Thus, the potential for adverse effects is discountable.

California Least Tern and Light-Footed Ridgway's Rail

California least tern and light-footed Ridgway's rail could be affected by removal of habitat and direct impacts to nests, nestlings, and eggs. They could also be affected by noise that disrupts breeding, feeding, and predator avoidance. However, project activities in habitat for these species will occur outside the season of use for this species, and ground disturbance will be restricted to hand tools. Thus, impacts will not occur to nest, nestlings, and eggs, and impacts to habitat will have an insignificant effect on California least tern and light-footed Ridgway's rail. Further, project activities during the season of use will occur 800 feet away from California least tern habitat and 500 feet away from light-footed Ridgway's rail habitat, and only hand tools will be used. Thus, the potential for impacts due to noise and disturbance is discountable.

Tidewater Goby

Tidewater goby and its designated critical habitat could be affected by removal of habitat, changes to hydrology, impacts to water quality, and direct impacts to individuals. However, impacts to individuals and occupied habitat within the CFWO's jurisdiction will be avoided, best management practices will be used to minimize the potential for impacts due to runoff, and all impacts will be temporary and subject to restoration. Thus, impacts will be insignificant.

San Diego and Riverside Fairy Shrimp

San Diego and Riverside fairy shrimp and designated critical habitats could be affected by removal of habitat and direct impacts to individuals. They could also be affected by contaminated runoff that results in impacts to water quality. However, project activities in habitat will occur outside pool basins, best management practices will be used to minimize the potential for impacts due to runoff, and all impacts to areas surrounding pool habitats will be temporary and subject to restoration. Thus, the potential for impacts is discountable.

Western Snowy Plover

Western snowy plover could be affected by removal of habitat and direct impacts to nests, nestlings, and eggs. They could also be affected by noise that disrupts breeding, feeding, and predator avoidance. However, project activities in habitat for these species will be restricted to hand tools, and temporary impacts will be restored. Thus, impacts due to habitat loss will be insignificant. Also, a biological monitor will be used to ensure that impacts to breeding western snowy plovers are avoided, as appropriate. Human activities and use of hand tools during the non-breeding season are may result in minor disturbance or displacement of overwintering birds, but these activities are not anticipated to substantially impact western snowy plover survival or reproduction. Thus, the potential for impacts to nests, nestlings, and eggs or due to noise and disturbance is discountable.

Appendix B

Southwestern Willow Flycatcher

SWWF 1 Habitat Assessment: A habitat assessment will be conducted by a biologist to determine whether suitable habitat (including foraging, nesting, and dispersal) for the flycatcher occurs in the action area. If suitable habitat for this species is identified in the action area and the proposed project may affect suitable habitat that is not known to be occupied by the flycatcher, the CFWO will be contacted regarding the need for surveys according to Service protocol and those surveys will be conducted, as appropriate. Otherwise, if the CFWO agrees based on other biological data or reasoning, the species will be determined present in areas with suitable habitat.

SWWF 2 Habitat Buffer: If project activities are conducted during the breeding season (i.e., May 1-September 1), a 500-foot disturbance-free buffer will be established and demarcated by fencing or flagging around occupied habitat. This buffer may be adjusted provided noise levels do not exceed 60 dBA at the edge of the nest site. If the noise meets or exceeds the 60 dBA threshold, or if the biologist determines that the construction activities are disturbing nesting activities, the biologist will have the authority to halt the construction and will devise methods to reduce the noise and/or disturbance in the vicinity.

SWWF 3 No Permanent or Temporary Loss of Habitat: No permanent or temporary loss of flycatcher occupied or designated critical habitat will occur (within or outside of the breeding season).

California Least Tern Conservation Measures

CLT 1 Seasonal Avoidance and Habitat Buffer: To avoid the nesting season of the California least tern, project activity in occupied habitat will be limited to the time period from September 30-March 31. If project activities occur during the nesting season, they will occur at least 800 feet away from California least tern occupied habitat, and noise within occupied habitat will be monitored to ensure that it does not exceed 60 dBA.

CLT 2 Biological Monitor: A Service-approved biologist will monitor all construction activities within occupied habitat to ensure that no harm, death, or injury of the species or destruction of occupied habitat occurs. The Service-approved biologist will have stop work authority if adverse effects of nesting California least terns or light-footed Ridgway's rails are observed or are likely to occur.

CLT 3 Use of Handheld Tools: Non-breeding season project activity in occupied habitat will be limited to the use of handheld tools, including handheld motorized implements such as chain saws and power augers. Tools will be washed prior to use in these habitats to reduce the potential for spread of nonnative plant species and their seeds. No heavy equipment will be allowed within suitable nesting habitats.

CLT 4 Habitat Protection: No soil stabilization materials or off-site materials (e.g., decomposed granite, soil, rocks, etc.) will be added to the surface within occupied habitat. No excavation or grading will occur within occupied habitat either.

CLT 5 Flagging: When necessary to minimize the area affected by the project, work site boundaries will be marked with flagging or other visible materials, which will be removed at the conclusion of the project.

CLT 6 Avoid Creation of Predator Perches: Workers will avoid temporary or permanent placement of structures (e.g., posts, railings, tall equipment, or fence lines) that could provide elevated perches for predatory birds near or within occupied habitat.

CLT 7 Access Restrictions: Access to work sites in occupied habitat will be by foot travel only. Motorized vehicles, including all-terrain vehicles, will not be used in occupied habitat.

CLT 8 Restoration of Disturbed Areas: At the conclusion of the project, areas temporarily affected by project activity will be restored to their pre-project condition (for example, footpaths will be raked to their original ground contour and native vegetation will be reestablished, if necessary).

CLT 9 Waste Management: Trash, food, food containers, and food waste will be secured at all times by individual workers, or placed in animal-proof trash containers placed at the work site. The contents of trash containers will be transferred from the work site at the end of each day.

CLT 10 Guidance on Handheld Equipment: If handheld motorized tools are used, operators will employ best management practices to avoid and minimize soil and water contamination from fuel and lubricants. Measures include: a) use spill-resistant fuel and lubricant containers; b) use a portable containment pad for re-fueling in the field; c) immediately report petroleum spills to the landowner, or land management agency, and notify appropriate local authorities for advice and action on containment and cleanup of spills; and d) clearly mark the location and/or boundaries of the spill site to enable rapid remedial action.

Light-Footed Ridgway's Rail Conservation Measures

LFRR 1 Habitat Assessment: A habitat assessment will be conducted by a biologist to determine whether suitable habitat (including foraging, nesting, and dispersal habitat) for the light-footed Ridgway's rail occurs in the action area. If suitable habitat for this species is identified in the action area and the proposed project may affect suitable habitat that is not known to be occupied by the light-footed Ridgway's rail, the CFWO will be contacted regarding the need for additional surveys, and those surveys will be conducted, as appropriate. Otherwise, if the CFWO agrees based on other biological data or reasoning that the area is likely occupied, measures 1 through 12 will be implemented in areas with suitable habitat.

LFRR 2 Seasonal Avoidance: To avoid the nesting season of the light-footed Ridgway's rail, project activity in occupied habitat will be allowed from September 16-March 14. If project activities occur during the nesting season, they will occur at least 500 feet away from light-footed Ridgway's rail occupied habitat, and noise within occupied habitat will be monitored to ensure that it does not exceed 60 dBA.

LFRR 3 Biological Monitor: A Service-approved biologist will monitor all construction activities within occupied habitat to ensure that no harm, death, or injury of the species or destruction of occupied habitat occurs. The Service-approved biologist will have stop work authority if adverse effects of nesting light-footed Ridgway's rails are observed or are likely to occur.

LFRR 4 Limits on Mechanized Equipment: Non-breeding season project activity in occupied habitat will be limited to the use of handheld tools, including handheld motorized implements such as chain saws and power augers. Tools will be washed prior to use in these habitats to reduce the potential for spread of nonnative plant species and their seeds. No heavy equipment will be allowed within suitable nesting habitats.

LFRR 5 Soil/Surface Protection: No soil stabilization materials or off-site materials (e.g., decomposed granite, soil, rocks, etc.) will be added to the surface within occupied habitat. No excavation or grading will occur within occupied habitat either.

LFRR 6 Guidance on Handheld Equipment: If handheld motorized tools are used, operators will employ best management practices to avoid and minimize soil and water contamination from fuel and lubricants. Measures include: a) use spill-resistant fuel and lubricant containers; b) use a portable containment pad for re-fueling in the field; c) immediately report petroleum spills to the landowner, or land management agency, and notify appropriate local authorities for advice and action on containment and cleanup of spills; and d) clearly mark the location and/or boundaries of the spill site to enable rapid remedial action.

LFRR 7 Site Flagging: When necessary to minimize the area affected by the project, work site boundaries will be marked with flagging or other visible materials, which will be removed at the conclusion of the project.

LFRR 8 Avoid Creation of Predator Perches: Workers will avoid temporary or permanent placement of structures (e.g., posts, railings, tall equipment, or fence lines) that could provide elevated perches for predatory birds near or within occupied habitat.

LFRR 9 Site Restriction: Access to work sites in occupied habitat will be by foot travel only. Motorized vehicles, including all-terrain vehicles, will not be used in occupied habitat.

LFRR 10 Restoration of Disturbed Areas: At the conclusion of the project, areas temporarily affected by project activity will be restored to their pre-project condition (for example, footpaths will be raked to their original ground contour and native vegetation will be reestablished, if necessary).

LFRR 11 Waste Management: Trash, food, food containers, and food waste will be secured at all times by individual workers, or placed in animal-proof trash containers that are located at the work site. The contents of trash containers will be transferred from the work site at the end of each day.

LFRR 12 Hydrology and Topography Protection: Project activities will avoid creation of berms and dykes, steepening of channel slopes, placement of rock slope protection, and other actions that could result in alteration of hydrology, changes to water surface elevation levels, increased flooding, changes to flow velocities, and increased scour within light-footed Ridgway’s rail occupied habitat.

Tidewater Goby

TIGO 1 Installation of In-water Nets: Prior to initiation of dewatering or sediment removal work, a Service-approved biologist will install 1/8 inch block nets outside the impact areas and across the stream a minimum of 20 feet above and below the locations proposed for excavation. If widely separated sites are involved, more than one set of block nets will be placed to protect the work area. The nets will be installed on the first day of work and monitored thereafter for the duration of the work.

TIGO 2 Environmental Awareness Training: Prior to initiation of dewatering or sediment removal work, hold an environmental awareness training to inform maintenance and management personnel about tidewater gobies, including tidewater goby protected status, proximity to the project site, avoidance/minimization measures to be implemented during the particular project, and the implications of violating ESA and FEMA funding conditions.

TIGO 3 Capture and Relocation: Once the block nets are secured, a Service-approved biologist(s) will remove all tidewater gobies found between the block nets using a 1/8 inch seine and dip nets, and relocate tidewater gobies to suitable habitat downstream of the Action Area. If excavation of a given extent of a basin cannot be completed in one day, a new set or successive sets of block nets will be deployed each day, and subsequent surveys and capture/relocation performed accordingly. Fish released from one day’s work will not be released into areas projected to be excavated on successive days.

TIGO 4 Flagging: Clearly flag the limits of construction areas to avoid or minimize impacts to adjacent riparian and upland habitat. Flagging will be no more than 50 feet apart and will be clearly visible to construction workers on the ground and to operators on heavy equipment.

TIGO 5 Erosion Control: Implement erosion and sedimentation control measures (e.g., silt fences, straw bales or wattles) in all areas where disturbed substrate may potentially wash into waters via rainfall or runoff, particularly around stockpiled material and at the downstream end of each project reach. Such measures will remain in place and be inspected periodically until the project is complete and exposed soils are stabilized. Diversion structures, sediment traps/basins and associated equipment (e.g., pumps, lines) will be maintained in optimal working condition for the entire duration of the preparation and construction periods.

TIGO 6 Biological Monitor: A Service-approved biological monitor will remain onsite and search for tidewater gobies and assess turbidity levels within the work areas during all dewatering activities, and will capture and relocate tidewater gobies to suitable habitat as necessary.

TIGO 7 Reporting: Provide a written summary of work performed (including biological survey and monitoring results), best management practices implemented (i.e., use of biological monitor, flagging of work areas, erosion and sedimentation controls) and supporting photographs of each stage. Furthermore, the documentation describing listed species surveys and re-location efforts (if appropriate) will include name of biologist(s), location and description of area surveyed, time and date of survey, all survey methods used, a list and tally of all sensitive animal species observed during the survey, a description of the instructions/recommendations given to the applicant during the project, and a detailed discussion of capture and relocation efforts (if appropriate).

TIGO 8 Hydrology and Topography Protection: Project activities will avoid creation of berms and dykes, steepening of channel slopes, placement of rock slope protection, and other actions that could result in alteration of hydrology, changes to water surface elevation levels, increased flooding, changes to flow velocities, and increased scour within tidewater goby designated critical habitat. However, the in-kind replacement of existing or damaged rock slope protection may occur.

TIGO 9 Limits on Habitat Disturbance: Project activities will not result in permanent loss of tidewater goby designated critical habitat unless the impacts to habitat are determined to be insignificant via project-level consultation (i.e., small permanent impacts that will have a negligible effect on habitat quality for tidewater goby).

TIGO 10 Limits on Habitat Disturbance: Project activities will not adversely affect tidewater gobies or their occupied habitat on or near Marine Corps Base Camp Pendleton.

TIGO 11 Reinitiation with New Information: If tidewater gobies are located within CFWO's jurisdiction outside Marine Corps Base Camp Pendleton, this consultation will be reinitiated if project activities may affect tidewater gobies at these locations.

San Diego and Riverside Fairy Shrimp Conservation Measures

VPBR 1 Habitat Assessment: For habitat not known to be occupied by the San Diego fairy shrimp and/or Riverside fairy shrimp:

a. A habitat assessment will be conducted by a biologist to determine whether suitable habitat for the San Diego fairy shrimp and Riverside fairy shrimp occurs in the action area. If suitable habitat for these species is identified in the action area and the proposed project may affect suitable habitat that is not known to be occupied by the San Diego fairy shrimp and Riverside fairy shrimp, the CFWO will be contacted regarding the need for surveys according to the Service protocol, and those surveys will be conducted, as appropriate. Otherwise, if the CFWO agrees based on other biological data or reasoning that the area is likely occupied, measures 1 through 10 will be implemented in areas with suitable habitat.

VPBR 2 Biological Monitor: For occupied and designated critical habitat for San Diego fairy shrimp and/or Riverside fairy shrimp (fairy shrimp habitat):

a. A Service-approved biologist will monitor all construction activities within 150 feet of fairy shrimp habitat to ensure that listed fairy shrimp are not harmed, injured, or killed and fairy shrimp habitat is not impacted or destroyed.

VPBR 3 Seasonal Avoidance: Construction within 150 feet of fairy shrimp habitat will be performed from June 1 to October 15 and under dry conditions to the maximum extent feasible.

VPBR 4 Fencing: If any construction activities must occur during October 15-June 1, exclusion fencing and erosion control materials will be used to reduce sedimentation of adjacent vernal pools and other seasonal wetlands as determined by a Service-approved biologist. All fiber rolls and hay bales used for erosion control will be certified as free of noxious weed seed.

VPBR 5 Buffers: Activities within 150 feet of fairy shrimp habitat will be avoided to the maximum extent possible. A Service-approved biologist will flag or monitor all work activities from October 15 to June 1 within 150 feet of fairy shrimp habitat. The following buffers will be used during this timeframe:

a. Hand-held herbicide application will not occur within 25 feet of habitat;

b. Broadcast or power spray herbicide application will not occur within 150 feet of habitat;

c. Manual clearing of vegetation will not occur within pool basins;

d. Mechanical clearing of vegetation and ground-disturbing activities will not occur within 100 feet of habitat; and

e. A buffer of at least 300 feet from habitat will be established for the staging areas of all equipment for storage, fueling, and maintenance with hazardous material absorbent pads available in the event of a spill; and mixing of pesticides, herbicides, or other potentially toxic chemicals.

VPBR 6 Vehicle Inspections: Vehicles will be inspected daily for fluid leaks before leaving a staging area.

VPBR 7 Vernal Pool Habitat Protection: The following best management practices will be implemented within or near fairy shrimp habitat:

a. Any vernal pool, vernal pool grassland, or seasonal wetland will be protected from siltation and contaminant runoff by use of erosion control.
b. Erosion-control materials will be of a tightly woven natural fiber netting or similar material that will not entrap other wildlife species (e.g., coconut coir matting). No micro-filament netting will be used.
c. Erosion-control measures will be placed between the outer edge of the buffer and the activity area. All fiber rolls and hay bales used for erosion control will be certified as free of noxious weed seed.
d. The subapplicant will implement dust control measures necessary to prevent the transport of soil from exposed surfaces to vernal pool, swale, and rock pool habitat. Sprinkling with water will not be done in excess to minimize the potential for non-storm water discharge.
e. To minimize the introduction of nonnative plant species, construction vehicles will be cleaned prior to any work within 150 feet of fairy shrimp habitat.

VPBR 8 Restoration Plan: Restoration of temporary impacts will occur in accordance with a restoration plan that is reviewed and approved by the CFWO prior to implementation of the proposed project. Specifically, when restoring areas to pre-project condition, native plants will be used to the maximum extent possible.

VPBR 9 No Permanent Loss of Habitat: No permanent impacts to fairy shrimp habitat will occur. Actions that result in permanent alteration of pool hydrology (e.g., construction of culverts, v-ditches, berms, roads, pipes, etc., that will divert flows from pools basins) will be avoided and are not addressed by this programmatic consultation.

VPBR 10 Habitat Disturbance Limits: No more than 5 percent of habitat within a given complex or unit of designated critical habitat or overall under this consultation will be temporarily impacted by the proposed project. Direct impacts will occur outside of pool basins.

Western Snowy Plover

The following avoidance and minimization measures apply to Action Areas within suitable snowy plover nesting habitat and designated critical habitat regardless of whether snowy plovers have been detected during Service-approved protocol surveys.

WSP 1 Seasonal Avoidance: Project construction activities in suitable nesting habitat will occur during the species non-breeding season: the period beginning October 1 and continuing through February 28 of the following year or through February 29 in a leap year.

WSP 2 Use of Handheld Tools Only: Project construction activities in suitable nesting habitat will be limited to the use of handheld tools, including handheld motorized implements such as chain saws and power augers. No heavy equipment will be allowed within suitable nesting habitat.

WSP 3 Guidelines for Handheld Tools: If handheld motorized implements are used, operators will employ best management practices to avoid and minimize soil and water contamination from fuel and lubricants. Measures include:

a. Use spill-resistant fuel and lubricant containers;
b. Consider the use of a portable containment pad for re-fueling in the field;
c. Immediately report petroleum spills to the landowner, or land management agency, and notify appropriate local authorities for advice and action on containment and cleanup of spills; and
d. Clearly mark the location and/or boundaries of the spill site to enable rapid remedial action.

WSP 4 Biological Monitor: If project construction activities occur in adjacent to, but not within suitable nesting habitat, then project activities will be conducted during the species non-breeding season, if possible. If non-breeding season construction is not possible, then the Subapplicant will employ a Service-approved biologist to conduct weekly western snowy plover surveys. If western snowy plovers are observed, the Service-approved biologist will notify the Service within 1 day of the observation and will monitor all construction activities conducted adjacent to western snowy plovers suitable nesting habitat. The qualified biologist will have the right and responsibility to stop work if adverse effects of nesting western snowy plovers are observed.

WSP 5 Flagging: When necessary to minimize the area affected by the project, the Subapplicant or their contractors will mark the work site boundaries with flagging or other visible materials, and remove those markers at the conclusion of the project.

WSP 6 Avoid Placement of Predator Perches: Workers will avoid temporary or permanent placement of structures (e.g., posts, railings, tall equipment, or fence lines) that could provide elevated perches for predatory birds.

WSP 7 Access Restrictions: Access to work sites will be by foot travel only. Motorized vehicles, including all-terrain vehicles, are not permitted on work sites located within suitable nesting habitat.

WSP 8 Site Restrictions: Vehicles used for transport of personnel will be restricted to existing parking lots or roadside parking areas.

WSP 9 Restore Contours of Temporarily Disturbed Areas: At the conclusion of the project, areas temporarily impacted by project activity will be restored to their pre-project condition (for example, footpaths are to be raked to their original ground contour and cut vegetation is to be removed or piled for future disposal).

WSP 10 Waste Management: Trash, food, food containers, and food waste will be secured at all times by individual workers, or placed in animal-proof trash containers placed at the work site. The contents of trash containers will be transferred from the work site at the end of each day.

WSP 11 Prohibition of Pets Onsite: Pets will be prohibited from all work sites.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.G
Mtg. Date: 11/08/2021

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**ELAINE JENG, CITY MANAGER**
THRU:	**ELAINE JENG P.E., CITY MANAGER**
SUBJECT:	**APPROVE THE PROPOSAL FROM LANCE, SOLL & LUNGHARD, LLP (LSL) TO PERFORM ANNUAL AUDIT FOR FISCAL YEAR 2020-2021 FOR AN AMOUNT NOT TO EXCEED $17,623 AND DIRECT THE CITY ATTORNEY TO PREPARE AN AMENDED AGREEMENT WITH LSL.**
DATE:	**November 08, 2021**

BACKGROUND:
The City Council engaged the services of Lance, Soll & Lunghard, LLC (LSL) to perform professional auditing services for three years in 2016 with the option of two, one year extensions. LSL completed the audit services for Fiscal Year 2019-2020 and exhausted the extension option from the 2016 agreement. In May 2021, the Finance Committee recommended to the City Council to continue to have LSL provide auditing services for Fiscal Year 2020-2021. The City Council approved the recommendation in June 2021.

DISCUSSION:
LSL provided a proposal to provide the same services as listed in the 2016 agreement for an amount not to exceed $17,623. This is an increase of $513 from last year's service cost of $17,110.

Staff recommends that the City Council approve LSL's proposal to provide auditing services for Fiscal Year 2020-2021 and direct the City Attorney to prepare an amended agreement with LSL.

FISCAL IMPACT:
The cost of annual professional auditing services is included in the adopted budget for Fiscal year 2021-2022 in the Finance Department.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Rolling Hills 1 year extension FY 2021.pdf
Audit LSL fullyExecuted2016-2019.pdf

CPAs AND ADVISORS

May 12, 2021

City of Rolling Hills
Terry Shea
2 Portuguese Bend Road
Rolling Hills, CA 90274

Lance, Soll & Lunghard, LLP is pleased to respond to your request for an one year extension. As a leader in the field of governmental accounting and auditing, we appreciate this opportunity given to us to present to continue our services. For the one-year extension, we will continue to provide our services with the standard 3% increase to the existing contract. The services and fees of **$17,623** for fiscal year ending June 30, 2021 would be as follows:

- Perform a financial audit of the City of Rolling Hills in accordance with Generally Accepted Government Auditing Standards. A CAFR will be prepared and word processed by LSL. The CAFR will be in full compliance with all current GASB pronouncements. LSL will render its auditors' report on the basic financial statements, which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis and required supplementary information. LSL understands that we will prepare the financial section of the City's CAFR. **Price: $15,965** (PY price was $15,500)

- Perform agreed-upon audit procedures pertaining to the City's Appropriations Limit Worksheet and render a letter, annually, to the City regarding compliance. **Price: $556** (PY price was $540)

- Prepare the City's State Controller's Report annually. **Price: $1,102** (PY price was $1,070)

- Issue a separate "management letter" that includes a report on the City's internal control over financial reporting in addition to recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. **Price: included with financial audit**

- LSL will be available for occasional consultation throughout the year as a financial resource for the City of Rolling Hills and will be available for additional work as required.

This proposal describes the benefits your organization would receive from Lance, Soll & Lunghard, LLP. **We are committed to provide the services presented in our proposal in accordance with the timetable specified in your request for proposal.** This proposal is a firm and irrevocable offer for a period no less than 90 calendar days from the date of submittal. For purposes of this proposal, Deborah A. Harper, Partner is authorized to make representations for our firm. I can be reached at the address below, by phone at (714) 672-0022 or by email at Deborah.Harper@lslcpas.com.

Debbie A. Harper

Deborah. A. Harper, Partner
LANCE, SOLL & LUNGHARD, LLP
203 N. Brea Blvd., Suite 203
Brea, CA 92821

City of Rolling Hills INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
FAX: (310) 377-7288

June 28, 2016

Mr. Bryan Gruber
Lance, Soll & Lunghard, LLP
Certified Public Accountants
203 N. Brea Blvd., Suite 203
Brea, CA 92821

Dear Mr. Gruber,

At its meeting of June 27, 2016, the Rolling Hills City Council approved a three year agreement between the City and LSL for professional independent audit services beginning with the FY 2015-16 audit.

Enclosed please find a fully executed copy of the agreement for your records.

Please give us a call if you have any questions or if you need any additional information.

Sincerely,

Heidi Luce

Heidi Luce
City Clerk

HL
06-28-16LSL_Agreement-ltr.docx

Enclosure

CITY OF ROLLING HILLS

AGREEMENT FOR SERVICES

This Agreement is made on this 27th day of June 2016, at Rolling Hills, California, by and between the City of Rolling Hills, a municipal corporation, 2 Portuguese Bend Road, Rolling Hills, California 90274 (hereinafter referred to as the "CITY") and Lance, Soll & Lunghard, LLP Certified Public Accountants, 203 North Brea Blvd., Suite 203, Brea, CA 92821 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire in 2019 upon completion of the 2017/18 annual audit unless extended in writing in advance by both parties. The CITY reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the CITY and the CONTRACTOR.

3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount as described in "Exhibit B" pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. **CONTRACT ADMINISTRATION.**

   5.1. **The CITY's Representative.** Unless otherwise designated in writing, Bryan Gruber shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. **Manager-in-Charge.** For the CONTRACTOR, Bryan Gruber shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from the CONTRACTOR's negligent or wrongful acts, errors, or omissions in the performance of the services under this Agreement. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of the CONTRACTOR:

7.1. The CONTRACTOR shall provide a defense to the CITY indemnitees or at the CITY's option reimburse the CITY indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims; and

7.2. The CONTRACTOR shall promptly pay any final judgment or portion thereof rendered against the CITY indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent or wrongful performance.

8. **INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage**. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California in the amount of not less than one million dollars ($1,000,000). In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

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

8.1.2. **General Liability Coverage**. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage**. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. **Professional Liability Coverage**. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.1.5. **Self Insured Retention/Deductibles**. All policies required by this Agreement to name the CITY as additional insured shall allow CITY, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the City Manager. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon the CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.2. **Endorsements**. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

8.3. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

8.4. **Certificates of Insurance**. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. **Failure to Procure Insurance**. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY

and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. **Taxes**. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. **Workers' Compensation Law**. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3 **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The

CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

13. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative as described in "Exhibit A." All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours.

14. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

16. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF ROLLING HILLS
2 Portuguese Bend Road
Rolling Hills, CA 90274

Attention: Finance Director

CONTRACTOR: Lance, Soll & Lunghard, LLP
Certified Public Accountants,
203 N. Brea Blvd., Suite 203
Brea, CA 92821

Attention: Bryan Gruber

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

18. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 27th day of June, 2016.

CONTRACTOR: Lance, Soll & Lunghard, LLP

Bryan Gruber, CPA, Partner

CITY OF ROLLING HILLS:

Terry Shea, Finance Director

Raymond R. Cruz

Raymond R. Cruz, City Manager

ATTEST:

Heidi Luce

Heidi Luce, City Clerk

Exhibit A

REQUEST FOR PROPOSAL & TECHNICAL PROPOSAL

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CITY OF ROLLING HILLS, CA

REQUEST FOR PROPOSAL FOR PROFESSIONAL INDEPENDENT AUDIT SERVICES

Fiscal Years 2015-16 through 2017-18
(With the option for each of the two subsequent fiscal years)

MAY 5, 2016

Please Submit Proposals to

Terry Shea
Director of Finance
City of Rolling Hills
finance@cityofrh.net

Deadline for Submittal of Proposals:

BEFORE
5 p.m. Tuesday, May 31, 2016

CITY OF ROLLING HILLS
REQUEST FOR PROPOSAL

1. INTRODUCTION

A. General Information

The City of Rolling Hills is requesting proposals from qualified certified public accountant firms to audit its financial statements for the three fiscal years beginning with the fiscal year ending June 30, 2016, with the option of auditing its financial statements for each of the two (2) subsequent fiscal years. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in *Government Auditing Standards* (1994) issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments, and Non-Profit Organizations.*

There is no expressed or implied obligation for the City of Rolling Hills to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, one (1) electronic copy (PDF) of a proposal must be received by Terry Shea, Director of Finance, City of Rolling Hills, finance@cityofrh.net by 5:00PM Tuesday May 31, 2016. The City of Rolling Hills reserves the right to reject any or all proposals submitted.

During the evaluation process, the City of Rolling Hills reserves the right, where it may serve the City of Rolling Hills's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Rolling Hills, firms submitting proposals will be requested to make oral presentations as part of the evaluation process.

The City of Rolling Hills reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Rolling Hills and the firm selected.

It is anticipated the selection of a firm will be completed by June 14, 2016. Following notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **June 20, 2016** meeting. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of three (3) years. The City of Rolling Hills reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm.

The proposal package shall present all-inclusive audit fees for each year of the contract term.

2. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

The City of Rolling Hills desires the Annual Financial Report for the City of Rolling Hills to be prepared by the independent auditor and be fully compliant for GASB 34 for the fiscal year ended June 30, 2016 and each of the subsequent years, June 30, 2017 and 2018 of the audit firm's contract with the City. In prior years the City submitted its CAFR to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program, but will no longer be preparing a CAFR for submission.

The selected independent auditor will be required to perform the following tasks.

1. The audit firm will perform an audit of all funds of the City of Rolling Hills. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller of the United States. **The City's Annual Financial Report will be prepared and processed by the audit firm.** The Annual Financial Report will be in full compliance with GASB 34 and 45. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.

2. The audit firm will prepare the Annual State Controller's Report.

3. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.

B. Auditing Standards to be Followed

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts;

2. The standards applicable to financial audits contained in Government Auditing Standards (2011 Revision), issued by the Comptroller General of the United States;

2. NATURE OF SERVICES REQUIRED (continued)

C. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of Rolling Hills of the need to extend the retention period. The auditor will be required to make working papers available to the City of Rolling Hills or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager; City Attorney; and the Director of Finance.

3. DESCRIPTION OF THE GOVERNMENT

A. Background Information

The City of Rolling Hills is located within the Palos Verdes Peninsula portion of Los Angeles County, and services an area of 3 square miles with a population of 1,860. The City's fiscal year begins on July 1 and ends on June 30.

The City of Rolling Hills was incorporated in 1957 as a general law city which operates under a council/manager form of government. The city government provides a full range of municipal services either directly or through contracts. These include sheriff and animal control (which are contracted for with Los Angeles County), planning, building, solid waste, general administrative services. The City is a private gated community with no public roads and property in the City for recreational use is under an exclusive lease to the Rolling Hills Community Association.

The City of Rolling Hills's operating budget for FY 2015-16 is approximately $2.7 million for all funds combined.

B. Fund Structure

The City of Rolling Hills uses the following fund types and account groups in its financial reporting:

Fund Type/Account Group	*Number of Individual City Funds*
General Fund	1
Special Revenue Funds	6
Capital Projects Funds	2
Enterprise Funds	1
Internal Service Funds	1
Agency Funds	1

3. DESCRIPTION OF THE GOVERNMENT (continued)

C. Component Units

The City is defined, for financial reporting purposes, in conformity with the Governmental Accepting Standards Board's *Codification Governmental Accounting and Financial Reporting Standards,* Section 2100. Using these criteria, component units are included in the City's financial statements.

There are no Component Units.

D. Finance Operations

The Finance Department is headed by the Director of Finance and is contracted out to Rogers, Anderson, Malody & Scott, LLP a CPA firm. The department is responsible for budgeting, financial reporting, financial audits, payroll, accounts payable, accounts receivable, and treasury functions. The department is also responsible for purchasing, and the data processing functions.

E. Computer Systems

The City of Rolling Hills contracts out their Information Technology Department. The Finance System is Fund Balance software and the City uses an outside provider for payroll. Microsoft Office Professional 2010 is the standard office suite. Outlook 2010 is the standard e-mail and calendar program. Windows10 is used for the finance staff's computers.

F. Availability of Prior Year Reports and Work Papers

Lance, Soll & Lunghard, LLP conducted the City's most recent audit. The work papers of the previous audits are the property of the previous auditor and can be reviewed by the successful Proposer. The following financial statements were prepared and audited by Lance, Soll & Lunghard, LLP.

1. City of Rolling Hills Comprehensive Annual Financial Report;

In addition, interested proposers who wish to review prior year audit reports can go to the City of Rolling Hills website at www.rolling-hills.org. The City of Rolling Hills will use its best efforts to make prior audit reports available to proposers to aid their response to this request for proposal.

4. TIME REQUIREMENTS

A. Proposal Calendar

Request for Proposal Issued	May 5, 2016
Due Date for Proposals (due by 5:00 p.m.)	May 31, 2016
Oral Interviews	June 8, 2016 at 5:00PM
Contract Awarded by City Council	June 20, 2016

B. Date Audit May Commence

The City of Rolling Hills will have all records ready for audit and all management personnel available to meet with the firm's audit personnel the first week of October of each year of the audit. In prior years the audit firm performed the audit during November and December and did interim and yearend at the same dates.

5. ASSISTANCE TO BE PROVIDED TO THE AUDITORS AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. Terry Shea, Director of Finance and Michelle Gomez, accountant, will be responsible for acting as liaisons between the audit firm and the accounting personnel.

B. Work Area, Telephones, and Office Equipment

The City will provide the auditor with reasonable work space, desk and chairs. The auditor will also be provided with access to a telephone line, photocopying facilities and a FAX machine.

6. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries concerning the Request for Proposal and the subject of the Request for Proposal must be made to:

   Terry Shea
   Director of Finance
   2 Portuguese Bend Road
   Rolling Hills, CA 90274
   (310) 377-1521
   finance@cityofrh.net

CONTACT WITH PERSONNEL OF THE CITY OTHER THAN THE ABOVE REGARDING THIS REQUEST FOR PROPOSAL MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of Proposal: One (1) electronic copy (PDF) of the proposal shall be received in the office of the Finance Department of the City of Rolling Hills **by 5:00 p.m. on May 31, 2016** for a proposal to be considered. The Proposal should address the items listed in sections C and D below.

   The Proposal should be addressed as follows:

City of Rolling Hills
Terry Shea
Director of Finance
2 Portuguese Bend Road
Rolling Hills, CA 90274

B. Format for Technical Proposal

1. Title Page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

2. Table of Contents identifying the materials submitted by section and page number.

6. **PROPOSAL REQUIREMENTS (continued)**

3. Signed Transmittal Letter briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, and the name(s) of the person(s) authorized to represent the Proposer, title, address, and telephone number.

C. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all the points outlined in the request for proposal (excluding any cost information which should only be included in the Sealed Dollar Cost Bid). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

1. License to Practice in California

An affirmative statement should be included verifying the firm and all assigned key professional staff are properly licensed to practice in California.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Rolling Hills as defined by auditing standards generally accepted in the United States of America and the General Accounting Office's *Governmental Auditing Standards.*

3. Firm's Qualifications and Experience

To qualify, the firm must have extensive experience in audits of local governments as well as experience with preparation of Comprehensive Annual Financial Statements in GASB 34 format. The Proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Staff consistency is an important consideration.

The Proposer should provide the range of activities performed by the local office (e.g., audit, accounting, tax service and/or management consulting services).

The Proposer should provide a list of all current municipal clients.

The Proposer is also required to submit a copy of a report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements (required by Government Audit Standards (2011).

6. PROPOSAL REQUIREMENTS (continued)

The Proposer shall also provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

4. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Include resumes, indicating whether each such person is registered or licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff assigned to the engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Proposer provided that replacements have substantially the same or better qualifications or experience.

5. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum – 5) performed in the last three (3) years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

6. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. In developing the work plan, reference should be made to such sources of information as the City of Rolling Hills's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

6. PROPOSAL REQUIREMENTS (continued)

Proposers will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement;

b. Level of staff and number of hours to be assigned to each proposed segment of the engagement;

c. Sample size and the extent to which statistical sampling is to be used in the engagement;

d. Extent of use of EDP software in the engagement;

e. Type and extent of analytical procedures to be used in the engagement;

f. Approach to be taken to gain and document an understanding of the City's internal controls structure;

g. Approach to be taken in determining laws and regulations that will be subject to audit test work; and

h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

7. *Identification of Anticipated Potential Audit Problems*

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

D. Contents of Cost Proposal

1. *Total All-inclusive Maximum Price*

The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The cost proposal should be submitted in the format provided in Attachment A, "AUDIT WORK COST PROPOSAL FORM" and Attachment B, "ESTIMATE OF COST."

2. *Manner of Payment*

Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month.

7. EVALUATION PROCEDURES

A. *Review of Proposals*

City staff, consisting at a minimum, of the following, will evaluate submitted proposals:

Terry Shea, Director of Finance
Ray Cruz, City Manager
Michelle Gomez, Accountant

Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. Although price is a very important consideration for the City, the City will consider all criteria during the evaluation process and may or may not select the lowest priced proposal. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

a. The audit firm is independent and licensed to practice in California.

b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.

c. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.

e. The firm's past experience and performance on comparable government engagements.

f. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

g. Adequacy of proposed staffing plan for various segments of the engagement.

h. Thoroughness of approach to conducting the audit of the City and demonstration of understanding of the objectives and scope of the audit.

i. Commitment to timeliness in the conduct of the audit.

j. Maximum fees to conduct the audit.

ATTACHMENT A
AUDIT WORK COST PROPOSAL FORM

Service	2015-16	2016-17	2017-18	2018-19	2019-20
City Audit and Related Reports					
GANN Limit Review Report					
State Controller's Report preparation					
Total (not to exceed)					

APPENDIX B
ESTIMATE OF COST

Name of Firm: ______________________________

Address: ______________________________

____

____

Contact Name: ______________________________

Contact Phone #: ______________ **Fax#:** ______________

Contact Email: ______________________________

1. **Auditor's Standard Billing Rates**

POSITION	2015/16	2016/17	2017/18
Partner			
Manager			
Senior Accountant			
Staff Accountant			
Clerical			

LSL

CITY OF ROLLING HILLS

PROPOSAL TO PROVIDE
PROFESSIONAL INDEPENDENT AUDITING SERVICES

Focused
on YOU

WWW.LSLCPAS.COM 714-672-0022

PROPOSAL FOR
PROFESSIONAL INDEPENDENT AUDITING SERVICES

Prepared by:
Lance, Soll & Lunghard, LLP
Certified Public Accountants
203 North Brea Blvd, Suite 203
Brea, CA 92821
(714) 672-0022

Contact Person:

Bryan S. Gruber, CPA, Partner
Bryan.gruber@lslcpas.com

May 31, 2016

CITY OF ROLLING HILLS

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

TABLE OF CONTENTS

CITY OF ROLLING HILLS

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

TABLE OF CONTENTS

LSL
CPAs AND ADVISORS

May 31, 2016

Mr. Terry Shea
Director of Finance
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Lance, Soll & Lunghard, LLP (LSL) is pleased to respond to your Request for Proposals for Professional Auditing Services. As a leader in the field of governmental accounting and auditing, we appreciate this opportunity given to us to present our professional qualifications. Because of our extensive public sector experience, our dedication to excellence and determination to retain the brightest and most talented professionals, we are certain that **LSL** is the most qualified accounting firm to provide professional auditing services to the City of Rolling Hills.

The annual services that will be provided to the City of Rolling Hills, for the fiscal years ending June 30, 2016 through June 30, 2018 would be as follows:

1. Perform an audit of the City of Rolling Hills. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. We will prepare the City's Financial Statements. The financial statements will be in full compliance with GASB 34 and will include both Government-Wide Financial Statements and Fund Financial Statements. We will apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.

2. Prepare the City's annual state controller's report.

3. Perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

4. Issue the Communication with Those Charged with Governance letter in accordance with SAS 114.

5. Provide a management recommendation letter addressed to the City Council of the City of Rolling Hills to communicate any material weaknesses or "reportable" conditions, if any such conditions are found. If no material weaknesses or reportable conditions are found, we agree to issue any communications related to other matters directly to the City Manager. Upon identification or indication of irregularities or illegal acts, we will make an immediate written report to the City Manager and the City Council.

Mr. Terry Shea
Director of Finance
City of Rolling Hills

6. LSL will be available for consultation throughout the year as a financial resource for the City of Rolling Hills. We will provide assistance including all applicable schedules in the implementation of any new applicable GASB pronouncements.

The sections that follow describe the benefits your organization would receive from Lance, Soll & Lunghard, LLP. **We are committed to provide the services discussed above in accordance with the timetable specified in your request for proposal.** This proposal is a firm and irrevocable offer for the fiscal years ending June 30, 2016 through June 30, 2018 for one hundred twenty (120) days. For purposes of this proposal, Bryan S. Gruber, Partner is authorized to make representations for our firm. I can be reached at the address above or by phone at (714) 672-0022, by Fax at (714) 672-0331 or through email at bryan.gruber@lslcpas.com.

Very truly yours,

Bryan S. Gruber, Partner
LANCE, SOLL & LUNGHARD, LLP

TECHNICAL PROPOSAL

Lance, Soll & Lunghard, LLP (LSL) is a regional public accounting firm that has met the auditing needs of governmental entities throughout California for 87 years. This experience has led to the development of efficient procedures that provide numerous client benefits. Our clients have grown to understand that an audit from Lance, Soll & Lunghard, LLP provides them with a wealth of knowledge, confidence and value added services. For this and many other reasons, Lance, Soll & Lunghard, LLP has consistently been named one of the "Top Accounting Firms" in Orange County by the Orange County Business Journal.

We adhere to *Governmental Auditing Standards* issued by the United States Governmental Accountability Office of the Comptroller General of the United States, also known as the "yellow book" 2011 Revision. These standards, known as the generally accepted government auditing standards (GAGAS), provide a framework for conducting high quality audits with competence, integrity, objectivity, and independence. In addition, guidance from the AICPA on financial and compliance reporting, Statement of Auditing Standards 122-125 ("clarifying standards") implemented in 2012, provide and support our approach and methodology of risk-based auditing.

LICENSE TO PRACTICE IN CALIFORNIA

Lance, Soll & Lunghard, LLP is a public accounting firm licensed by the State of California, Department of Consumer Affairs, as a Public Accounting Partnership. All of our partners and managers are Certified Public Accountants licensed by the State of California. As a firm, we are members of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. All key staff to be assigned to this engagement is or will be licensed by the State of California to practice as Certified Public Accountants.

INDEPENDENCE

We meet the <u>independence</u> requirements as defined by Auditing Standards Generally Accepted in the United States of America and the U.S. General Accounting Office's *Government Auditing Standards* (December 2011 revision). We are a partnership consisting of ten partners who do not own any other business organization that has in the past, or will in the future, be providing services, supplies, materials or equipment to the City of Rolling Hills. During the past five years, we have had no professional relationships with the City of Rolling Hills.

Lance, Soll & Lunghard, LLP will provide written notice of any professional relationship entered into during the period of the proposed agreement.

FIRM QUALIFICATIONS AND EXPERIENCE

As discussed earlier, Lance, Soll & Lunghard, LLP is a public accounting firm that has met the auditing needs of governmental entities throughout California for 87 years. This experience has led to the development of efficient procedures that provide numerous client benefits. Our clients have grown to understand that an audit from Lance, Soll & Lunghard, LLP provides them with a wealth of knowledge, confidence and value added services.

SIZE OF THE FIRM AND SIZE OF THE FIRM GOVERNMENTAL AUDIT STAFF

Our firm has approximately 65 employees including ten partners and professional staff of approximately fifty. Governmental staff consists of four partners, one senior manager, three managers, three supervisors, five seniors and fourteen staff auditors. The personnel assigned to this engagement will be as follows:

Bryan S. Gruber, CPA	Engagement Partner (field partner)
Deborah A. Harper, CPA	Concurring Partner (quality control)
Maria-Luisa Valdez, CPA	Audit Manager (field manager)
Joselyn Esparza	Audit Senior

1 to 2 additional staff

All personnel assigned to the City of Rolling Hills will work on a full-time basis.

LOCATIONS OF OFFICES

We have three offices in California which provide services to the western region of the United States. Our headquarters are located in Orange County in the City of Brea, California. We also have two other offices in Temecula Valley and Silicon Valley. The audit for the City of Rolling Hills will be staffed from our Orange County office.

FIRM QUALIFICATION AND EXPERIENCE (Continued)

NUMBER AND NATURE OF THE PROFESSIONAL STAFF

The professional staff employed on this engagement will include a partner, a concurring partner, an audit manager, an audit senior, and one staff auditors. The audit senior will be supervising the audit and will be present at all times during the audit fieldwork. Our focused effort is to obtain and retain quality staff in order to maintain staff consistency and provide quality audit services with minimal disruption to our audit client.

COMPLETE LISTING OF CURRENT GOVERNMENTAL AUDIT CLIENTS

A complete listing of current governmental audit clients, along with phone numbers of contact personnel and references as to services provided, is contained in **Appendix A** to this proposal. We welcome you contacting any or all of these to get their opinion on the services we provide.

EXTERNAL QUALITY CONTROL REVIEW

AICPA Governmental Audit Quality Center Member

We are members of the American Institute of Certified Public Accountant's Private Companies Practice Section, which has the requirement for peer review along with Generally Accepted Government Auditing Standards. We have participated in the peer review program since its inception and have undergone several peer reviews. The first review was conducted by Arthur Young & Company (now Ernst & Young) and the most recent by R.H. Johnston Accountancy Inc. Overall, they confirmed what we already knew, that our approach and procedures are in compliance with technical and professional pronouncements. All of these peer reviews covered governmental engagements. Our most recent peer review, conducted by R.H. Johnston Accountancy Inc., is included in **Appendix B** to this proposal.

DESK REVIEWS OF AUDITS

All of our Single Audit reports are desk reviewed either by the Federal cognizant agency or the State Controller's Office acting as the oversight agency. We have never had a report rejected by any of these agencies. In fact, we are highly regarded and recognized by the staff of the State controller's Office as a firm that always submits top quality reports.

DISCIPLINARY ACTION

There have been no disciplinary actions against our organization since its inception.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

The most critical component in the successful completion of an audit is the personnel assigned to carry out the responsibilities. We have assembled a **LSL Team** composed of individuals with the optimum mix of talents. The individuals assigned have experience in performing the tasks for which they are responsible, as well as familiarity with City accounting operations. In addition, each has developed extensive skills in a variety of other complementary subjects through their work with clients in other government areas. Thus, the experience gained on previous assignments can be applied and tailored to the unique needs of your organization.

LSL is a regional public accounting firm licensed to practice in the State of California. The partners and manager assigned to the audit of the City of Rolling Hills have a current and valid CPA license to practice in the State of California. The partners at **LSL** are routinely an integral part of the audit process and will be overseeing and supervising staff personnel in the field.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

For the City of Rolling Hills, the personnel assigned to the engagement would be as follows:

Bryan S. Gruber, CPA	Engagement Partner (field partner)
Deborah A. Harper, CPA	Concurring Partner (quality control)
Maria Luisa Valdez, CPA	Audit Manager
Jocelyn Esparza	Audit Senior

Additional Professional Staff of one on the LSL team.

Resume of the key personnel assigned are included in **Appendix C** and list the governmental auditing experience, relevant continuing professional education for the past three years, and memberships in professional organizations relevant to the performance of the audit of the City of Rolling Hills.

As the firm's quality control policy, and in compliance with the continuing education requirements promulgated by the AICPA, General Accounting Office and the California Society of CPAs, all our staff auditors (certified and non-certified) meet the requirement of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two year period. For our educational programs, we utilize in-house seminars, California Society of CPAs courses, AICPA Government Audit Quality Center courses, and Government Finance Officers Association courses. Our formal education program was reviewed by independent firms during our peer review process and no exceptions were noted.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

As noted previously, the firm's policy of assigning audit in-charge to an engagement requires that the in-charge have at least three years of municipal auditing experience. He or she must have demonstrated a high degree of understanding of municipal accounting and auditing, as well as of the firm's overall client philosophy. Any changes in personnel at the in-charge level or above will be approved by the City of Rolling Hills. LSL's philosophy is to provide **quality audit services with minimal disruption to City staff.** Our focused efforts to obtain and retain quality staff have further enabled us to provide this to our clients.

We prepare the financial statements and footnote disclosures for most of our public sector clients that have received the GFOA award. All of our governmental partners, managers and seniors have been closely involved in the preparation of these reports.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Similar engagements performed would be as follows:

City of Hidden Hills – Audit and preparation of a financial statement in accordance with GASB 34. These services have been performed for the last three years. Last audit completed was June 30, 2015. Engagement Partner is Mr. Bryan Gruber. Contact person: Ms. Randee Weinberger, Finance Manager (818) 888-9281.

City of Duarte - Audit and preparation of a financial statement in accordance with GASB 34. These services have been performed for the last three years. Last audit completed was June 30, 2015. Engagement Partner is Mr. Bryan Gruber. Contact person: Ms. Kristen Petersen, Assistant City Manager (626)357-7931.

City of San Dimas - Audit and preparation of a financial statement in accordance with GASB 34. These services have been performed for the last three years. Last audit completed was June 30, 2015. Engagement Partner is Mr. Bryan Gruber. Contact person: Mr. Michael O'brien , Administrative Services Manager (909) 394-6225.

City of Solana Beach – Audit and preparation of a Comprehensive Annual Financial Report (CAFR) in accordance with GASB 34, which received the GFOA Award. These services have been provided to the City for the last three years. Last completed audit performed was for June 30, 2015. Engagement partner is Mr. Bryan Gruber. Contact person: Ms. Marie Berkuti, Finance Manager (858) 720-2463.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES (Continued)

A complete listing of our current governmental audit clients, along with phone numbers of contact personnel and references as to services provided, is included in **Appendix A** to this proposal. We welcome you contacting any or all of these to get their opinion on the services we provide.

SPECIFIC AUDIT APPROACH

We utilize a governmental audit program which we will tailor to the City of Rolling Hills's operations. The tailoring is necessary to accommodate specific client circumstances and to recognize differences in organizational structure. Our audit programs are organized by financial statement category. This approach takes full advantage of our accumulated experience. The primary benefit is that the risk of omitting important procedures is substantially reduced. We believe that this approach tends to be the most effective and efficient for an entity such as the City of Rolling Hills. The audit procedures are listed in the most logical sequence which improves efficiency. The savings in effort and time gained by using our audit program can free an auditor's attention for unusual or difficult situations that may arise. The audit programs are designed to increase audit efficiency by linking financial statement assertions, audit objectives, and procedures that are basic to most governmental audit engagements.

SAMPLE SIZE AND EXTENT OF STATISTICAL SAMPLING

Our approach may be to utilize statistical sampling in the areas of receipts, disbursements, utility billing and payroll. Here we develop a statistical conclusion based upon an initial computer selected random sample which is based on the population and other risk factors identified. If errors are noted in the sample, the sample size will be expanded. We believe that a random selection can be efficient, while providing each item in the population an equal chance of being selected. Additionally, we may select a stratified sample of all transactions over a specified dollar limit for review. This allows us to cover all high dollar value transactions not otherwise selected in the random sample. Our samples are selected randomly utilizing IDEA data analysis software.

EXTENT OF USE OF ELECTRONIC DATA PROCESSING SOFTWARE

LSL performs paperless audits utilizing CaseWare Auditing Software and IDEA Software (for Data Extraction). We extensively use notebook computers in the field, with spreadsheet software, for financial statement preparation and analytical procedures. Our traditional approach is to "audit around" the computer, which means that we verify output by agreeing it, through our audit tests, with corresponding source input transactions. We do not use audit software that runs through the City's computer system. Like other aspects of the internal control structure, computer controls and processes are documented in our memoranda and questionnaires. We will consider whether specialized skills are needed to consider the effect of computer processing on the audit, to understand the internal control structure policies and procedures or to design and perform audit procedures. We will consider the complexity of the computer system and assess whether we can identify the types of misstatements that might occur.

SPECIFIC AUDIT APPROACH (Continued)

TYPE AND EXTENT OF ANALYTICAL PROCEDURES

We use analytical procedures as an overall review of the financial information in the preliminary and final stages of the audit. These procedures are designed to assist us in planning our audit and in assessing the propriety of the conclusions reached and in the evaluation of the overall financial statement presentation. The procedures to be utilized consist of determining expectations for percentage increases and decreases between significant revenue, expenditure and balance sheet accounts, reading the financial statements and related notes, and we focus on overall relationships within the financial statements. Once determined, these are reviewed to determine if the changes appear reasonable or require further analysis. For all significant differences, explanations are obtained as to why the situation occurred and additional substantive procedures may be applied and related evidence gathered to resolve concerns and questions.

APPROACH IN UNDERSTANDING AND DOCUMENTING THE INTERNAL CONTROL STRUCTURE

To gain an understanding of the City's internal control structure, we will perform procedures as required by the new Auditing Standards, primarily SAS 104-111. This will include documenting the major transaction classes, the purpose of funds, the structure of the City and to quantify materiality. We will review and make recommendations on the internal control structure, which consists of Control Environment, Accounting System and Control Procedures. We will review internal controls in the area of cash; investments; revenues and receivables; expenditures and accounts payable; payroll; inventories; property and equipment, debt and debt service; insurance and claims.

In addition, during the performance of the Single Audit, we will review areas of internal controls over federal grants, including both general and specific requirements, claims for advances and reimbursements, and amounts claimed or used for matching.

Based on the result of our review, we will issue a formal internal control report (SAS 115 Letter) that will identify any significant deficiencies and/or material weaknesses noted. This report is required by the *Government Auditing Standards* issued by the Comptroller General of the United States, as well as the Single Audit Act. In addition, we will also issue a separate communication letter directly to the governing board. This letter will communicate any significant deficiencies or material weaknesses we identify in the internal control system and other matters that we feel should be communicated to the governing board. All internal control issues will initially be discussed with the Finance Department at the exit meeting upon completion of the audit field work.

APPROACH IN DRAWING AUDIT SAMPLES FOR PURPOSE OF TESTS OF COMPLIANCE

For the purpose of tests of compliances, we use audit sampling that involve inspection of documents and reports indicating performance of the policy or procedures and, in many cases, re-performance of the application of the policy or procedures. These sampling procedures test the operating effectiveness of an internal control structure policy or procedures by determining how the policy or procedure was applied, the consistency with which it was applied during the audit period, and by whom it was applied. To achieve this goal, we draw samples in the area of disbursements, receipts, utility billing and payroll. Each document selected will be tested for various attributes that are designed to verify compliance with different aspects of internal controls. Additionally, each sample item will be tested for coding to the proper accounts and posting to the general ledger.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

We do not anticipate any significant potential audit problems. However, our approach to resolving audit problems, once they have been identified, is to draw upon our internal resources to get the job done. Most of our clients have us prepare the financial statements and assist them in handling complicated accounting matters. Therefore, we have the resources to handle most problems encountered.

Appendix A

LSL LISTING OF CURRENT GOVERNMENT AUDIT CLIENTS

	Client	Contact Person	Service Code	Year	Telephone
	Agoura Hills	Ms. M. Brodsly, Finance Manager	F	1	818-597-7300
*	Azusa	Mr. S. Paragas, Finance Director	F ,S	18	626-812-5291
	Banning	Ms. M. Green, Accounting Manager	F, S	16	951-922-3118
	Bell	Ms. Shally Lin, Interim Finance Director	F	3	323-588-6211
	Big Bear Lake	Ms. K. Ent, Director of Admin. Services	F, S	17	909-866-5831
*	Brea	Mr. L. Squire, Financial Services Manager	F, S	3	714-990-7683
	Burbank	Ms. Cindy L Giraldo, Financial Services Dir	I	4	818-238-5487
	Canyon Lake	Mr. T. Shea, Finance Director	F	19	909-244-2955
*	Cathedral City	Mr K Biersack, Fiscal Officer	F,S	5	760-770-0378
*	Chino Hills	Ms. J. Lancaster, Finance Director	F, S	17	909-364-2600
*	Chula Vista	Mr. P. Davis, Assistance Fiance Director	F,S	2	619-691-5250
*	Claremont	Mr. A. Pirrie, Acting Finance Director	F, S	10	909-399-5460
	Coachella Valley Association of Governments	Mr. G. Leong, Director of Administrtive Services	F	1	760-346-1127
*	Coachella Valley Water District	Ms. Kay Godbey, Finance Director	F, S	2	760-398-2661
*	Corona	Ms. Kerry Eden, Finance Director	F, S	4	951-736-2315
	Coronado	Ms. L. Suelter, Finance Director	F, S	8	619-522-7300
*	Cucamonga Valley Water District	Mr. Chad Brantley, Finance Officer	F,S	3	909-483-7453
*	Diamond Bar	Ms. Dianna Honeywell, Finance Director	F, S	4	909-839-7051
	Dixon	Ms. J. Michaels-Aguilar, Finance Director	F,S	1	707-678-7000 x108
*	Downey	Ms. M. Lee, Finance Manager	F,S	2	562-904-7262
	Duarte	Ms. K. Petersen, Finance Director	F	8	626-357-7931
*	Emeryville	Ms. M. Oberg, Finance Director	F, S	11	510-596-4352
*	Escondido	Ms. J. Ryan, Asst Finance Director	F, S	5	760-839-4338
*	Fullerton	Ms. J. James, Director of Admin. Services	F, S	3	714-738-6522
*	Glendora	Ms. E. Stoddard, Accounting Manager	F, S	11	626-914-8238
	Grand Terrace	Ms. C. Fortune, Finance Director	F	2	909-824-6621
	Greater Los Angeles Vector Control	Mr. K Bayless, District Manager	F	5	562-758-6501
	Hidden Hills	Ms. C. Paglia, City Clerk	F	29	818-888-9281
	Imperial Beach	Mr. M. McGrane, Finance Director	F	11	619-628-1361
*	Indian Wells	Mr. K. McCarthy, Finance Director	F, S	3	760-346-2489
*	Irvine	Ms. D. Mullally, Manager of Fiscal Services	F, S	4	949-724-6037
*	Irwindale	Ms. E. Carreon, Finance Director	F	19	626-430-2221
*	La Mirada	Ms. M. Pasqual, Finance Manager	F, S	11	562-943-0131
*	La Quinta	Ms. R. Conrad, Finance Director	F, S	8	760-777-7150
*	Laguna Niguel	Mr. S. Erlandson, Finance Director	F, S	4	949-362-4358
	Lawndale	Mr. K. Louie, Director of Finance/City Treasurer	F	1	310-973-3246
*	Los Alamitos	Mr. J. Al-Imam, Administrative Director/Treasurer	F	1	562-431-3538 x222
*	Malibu	Ms. R. Feldman, Finance Director	F	11	310-456-2489
*	Manhattan Beach	Mr. B. Moe, Finance Director	F	12	310-802-5553
*	Monrovia	Mr. M. Alvarado, Director of Admin. Services	F, S	14	626-932-5510
	Monterey Regional Water Pollution Control Agency	Ms. T. Hannah, Chief Financial Officer	F	1	831-645-4623
*	Oceanside	Ms. T. Ferro, Finance Director	F, S	2	760-435-3839
*	Ontario	Ms. D. Nunes, Director of Fiscal Services	F, S	18	909-395-2352
*	Orange	Mr. W. Kolbow, Finance Director	F, S	4	714-744-2235
	Orange County Fire Authority	Mr. Jim Ruane, Finance Manager	F,S	4	714-573-6304
	Orange County Sanitation District	Mr. L. Tyler, Director of Finance	I	3	714-593-7550
*	Orange County Water District	Mr. R. Fick, Chief Financial Officer	F, S	3	714-378-3271
*	Palm Springs	Mr. G. Kiehl, Finance Director	F, S	5	760-323-8229
*	Palos Verdes Estates	Mr. R. Morrealle, Finance Director	F	4	310-378-0383
*	Pasadena	Mr. R. Ridley, Controller	F, S	1	626-744-7497
*	Pomona	Ms. P. Chamberlain, Finance Director	F, S	3	909-620-2355
*	Rancho Cucamonga	Ms. T. Layne, Finance Officer	F, S	37	909-989-1851
*	Redlands	Ms. T. Kundig, Director of Finance	F,S	5	909-798-7543
	Rolling Hills	Mr. T. Shea, Finance Director	F	6	310-377-1521
	San Carlos	Ms. R. Mendenhall, Acting Admin Svcs Dir	F,S	4	650-802-4221
*	San Diego County Water Authority	Ms. L. Wade, Controller	I	9	858-522-6600
	San Dimas	Ms. B. Bishop, Finance Director	F, S	54	909-394-6200
	San Marino	Ms. L. Bailey, Finance Director	F	22	626-300-0700
*	Santa Barbara	Mr. B. Samario, Finance Director	F,S	4	805-897-1978
*	Santa Cruz	Mr. M. Pimentel, Director of Finance	F, S	3	831-420-5050
*	Santa Fe Springs	Mr. J Gomez, Director of Finance and Administrative Services	F,S	2	562-868-0511
*	Seal Beach	Ms. V. Beatley, Finance Director	F, S	4	562-431-2527
	Six Basins	Mr. L. Stahlhoefer, Controller	F	3	949-420-3030
	Solona Beach	Ms. M. Berkuti, Finance Manager	F	5	858-720-2463

Appendix A

LSL LISTING OF CURRENT GOVERNMENT AUDIT CLIENTS

	Client	Contact Person	Service Code	Year	Telephone
*	South Gate	Ms. J. Acosta, Finance Director	FS	6	323-563-9524
*	South Pasadena	Mr. D. Batt, Acting Finance Director	F	12	626-403-7250
*	Thousand Oaks	Mr. J. Adams, Finance Director	F, S	7	805-449-2235
*	Three Valleys Water District	Mr. R. Hansen, General Manager	F	7	909-626-4631
*	Vista	Mr. D. Nielsen, Finance Manager	F	6	760-639-6170 x1023
*	Walnut	Ms. Marie Santos, Finance Manager	F	43	909-595-7543
*	Wildomar	Mr. G. Nordquist, Finance Director	F	6	951-677-7751

Service Codes:

F - Financial Audit
S - Single Audit
I - Internal Audit
* - Paticipated in the GFOA Award Programs and has received or anticipates receiving outstanding awards

R.H. JOHNSTON ACCOUNTANCY INC.
A Professional Corporation
21300 Victory Boulevard, Suite 750
Woodland Hills, California 91367
(818) 346-9800
Fax (818) 346-0609

System Review Report

November 13, 2013

To the Partners of Lance, Soll & Lunghard, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, and an audit of employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Lance, Soll & Lunghard, LLP has received a peer review rating of *pass*.

R.H. Johnston Accountancy Inc.

BRYAN S. GRUBER, CPA
PARTNER

Education: Bachelor of Arts Degree in Business Administration with an emphasis in Accounting – California State University, Fullerton 2004

License: Certified Public Accountant – California 2008

Continuing Education: Total hours were 132 in last three years of which 74 were in governmental accounting and auditing subjects. Mr. Gruber has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants
American Institute of Certified Public Accountants
Government Finance Officers Association
California Society of Municipal Finance Officers
Association of Local Government Auditors

Experience: Over twelve years of experience in governmental audits including CAFR audits and Single Audits. He has also made numerous presentations to City Councils, Boards of Directors and Audit Committees. He has been involved in the following governmental engagements:

Mr. Gruber has also been involved in the following engagements:

Orange County Water District	San Diego County Water
Monterey Water Pollution Control	City of Oceanside
City of Palm Springs	City of Solana Beach
Six Basins Watermaster	City of Santa Cruz
Three Valleys Municipal Water	City of Vista
City of Burbank	City of San Carlos

- This work entailed the preparation of the Comprehensive Annual Financial Report for those entities involved in the award program for the Government Finance Officers Association of the United States and Canada.

Bryan S. Gruber, CPA, Partner (Continued)

- Review the audit of these entities and provide technical assistance throughout the year to provide the most up to date information with current GASB pronouncement.
- Present the overall audit results to audit committees or other Board Members.

Achievements: Mr. Gruber has been involved with teaching current audit and accounting related material at Lance, Soll & Lunghard, LLP's in house training seminars.

He has made numerous presentations at local chapter meetings for CSMFO on current accounting and auditing material.

He also currently serves as a technical reviewer for the Government Finance Officers Association (GFOA).

Serves as firm IT Specialist for his involvement in IT related controls, data mining and analysis, and auditing software.

DEBORAH A. HARPER, CPA
CONCURRING PARTNER

Education: Bachelor of Arts Degree in Business Administration with an emphasis in Accounting - California State University, Fullerton 2000

License: Certified Public Accountant – California 2005

Continuing Education: Total hours were 264 in last three years of which 206 were in governmental accounting and auditing subjects. Ms. Harper has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants – Member since 2000
American Institute of Certified Public Accountants - Member Since 2005
California Society of Municipal Finance Officers – Associate Member since 2005
Government Finance Officers Association – Associate Member since 2005
Governmental Accounting and Auditing Committee – Member since 2011
AICPA Government Audit Quality Center – Member since 2011

Experience: Fifteen years of experience in governmental audits. During her time with the firm, Ms. Harper has performed all phases of our government audits and made numerous presentations to Boards of Directors and Audit Committees. She has been involved on the following similar engagements:

City of Orange
City of Brea
City of Chino Hills
City of Irvine
City of Corona
City of Laguna Niguel
City of Monrovia
City of Aliso Viejo
City of Seal Beach
Cucamonga Valley Water District
City of Claremont
City of Placentia
City of Pasadena
City of Glendora
City of Fullerton
City of Diamond Bar
City of Banning
City of Thousand Oaks
Coachella Valley Water District
San Diego County Water Authority

Deborah A. Harper, CPA, Partner (Continued)

- This work entailed the preparation of the Comprehensive Annual Financial Report for those entities involved in the award programs of the California Society of Municipal Finance Officers and the Government Finance Officers Association of the United States and Canada.
- Review the audit of these entities and provide technical assistance throughout the year to provide the most up to date information with current GASB pronouncement.
- Present the overall audit results to audit committees or other Board Members.
- Provide training, resources, and support to financial officers.

Achievements: Ms. Harper has developed and conducts various Lance, Soll & Lunghard, LLP governmental training courses for new associates and members of the firm.

Ms. Harper was accepted as a 2015 and 2016 executive committee member of the AICPA Government Audit Quality Center, which is a national division for governments. As an executive board member, Ms. Harper will participate in the development, review, and first hand discussion for updates of new standards and guidance published in the AICPA Audit Guides provided to audit firms all across the country.

MARIA-LUISA VALDEZ, CPA
AUDIT MANAGER

Education: Bachelor of Science Degree in Accountancy, Minor in Applied Mathematics – Loyola Marymount University, Los Angeles

License: Certified Public Accountant – California 2009

Continuing Education: Total hours were 160 in last four years of which 100 were in governmental accounting and Yellow Book auditing subjects. Ms. Valdez has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants
American Institute of Certified Public Accountants

Experience: Over nine years of experience in governmental audits. Ms. Valdez has established herself as an outstanding asset and resource at LSL. She has demonstrated her talent in the area of municipal accounting and auditing. During her time with the firm, Ms. Valdez has performed all phases of our municipal audits, including CAFR audits, redevelopment agency audits and Single Audits. She has been involved in the following municipal engagements:

City of Whittier
Ms. Valdez served as the audit lead for the City of Whittier. As the audit lead, it has been Ms. Valdez's responsibility to supervise all areas of the financial audit, which includes both the basic financial statements (CAFR) and Single Audit.

City of Malibu
Ms. Valdez serves as the Audit Manager for the City of Malibu in the current year. As the Audit Manager, it has been Ms. Valdez's responsibility to oversee the fieldwork for all areas of the Financial Audit and the Single Audit in accordance with A-133. The City of Malibu receives the GFOA Award for Excellence in Financial Reporting each year.

Maria-Luisa Valdez, CPA, Audit Manager (Continued)

Ms. Valdez has also served the following engagements:

County of San Bernardino	City of La Habra
County of San Diego	County of Ventura
County of Los Angeles	City of Oceanside
City of Agoura Hills	City of Barstow
City of San Buenaventura	City of Garden Grove
City of Santa Ana	City of Compton
California Prison Authority	First 5 Los Angeles
Ventura County Air Pollution Control District	City of Vernon
California State University System	City of Whittier
Henry Mayo Newhall Memorial Hospital	City of Covina
California State Auditor – Bureau of State Audits	City of Rialto

JOCELYN ESPARZA
AUDITOR IN-CHARGE

Education: Bachelor of Arts Degree in Business Administration, Concentrations in Accounting & Information Systems – California State University, Fullerton, 2013

License: Certified Public Accountant – In Process

Continuing Education: Total hours were 125 in last three years of which 74 were in governmental accounting and auditing subjects. Ms. Esparza has met the Governmental Auditing Standards requirement for governmental CPE.

Experience: Ms. Esparza has progressed in an outstanding manner. During her time with the firm, Ms. Esparza has performed all phases of our government audits, including water districts, other special districts, CAFR audits, successor agency audits and Single Audits. She has been involved in the following municipal engagements:

City of Irvine
City of Irwindale
City of Cathedral City
City of Diamond Bar
City of Azusa
City of Moreno Valley
City of Pomona
City of Fullerton
City of Duarte
City of Thousand Oaks
City of Chino Hills
City of South Pasadena

Exhibit B

PAYMENT FOR SERVICES

All fees shall be based on an hourly rate specified below with a not-to-exceed maximum as indicated:

(a) The maximum fee for these services shall be as follows:

For the fiscal years 2015/2016, 2016/2017 and 2017/2018 (payable in installments upon presentation of interim and final reports):

Service	2015/16	2016/17	2017/18
City Audit and Related Reports	$15,200	$15,200	$15,200
GANN Limit Review Report	$540	$540	$540
Single Audit and Related Reports	Included	Included	Included
State Controller Report Preparation	$1,040	$1,040	$1,040
Total for Fiscal Year (not-to-exceed)	$16,780	$16,780	$16,780

(b) The fees due there under shall be paid in installments during each fiscal year as work is done, with the remaining balance due upon submission of the final reports.

(c) Hourly Rates: The hourly rates to be used will as follows:

Position	2015/16	2016/17	2017/18
Partner	$235	$235	$235
Manager	$140	$140	$140
Senior Accountant	$115	$115	$115
Staff Accountant	$100	$100	$100
Clerical	Included	Included	Included

Should extra work be required that are considered beyond the scope of the financial audit, it is agreed that such extended service shall be billed at the above rates.

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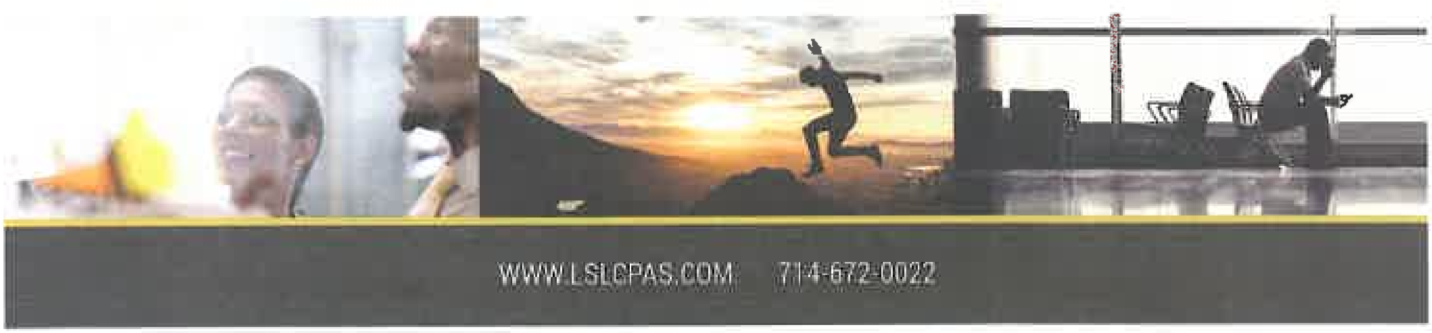
COST PROPOSAL

CITY OF ROLLING HILLS

PROPOSAL TO PROVIDE
PROFESSIONAL INDEPENDENT AUDITING SERVICES

COST PROPOSAL

Focused
on YOU



ATTACHMENT A
AUDIT WORK COST PROPOSAL FORM

Service	2015-16	2016-17	2017-18	2018-19	2019-20
City Audit and Related Reports	$15,200	$15,200	$15,200	$15,500	$15,500
GANN Limit Review Report	540	540	540	550	550
State Controller's Report preparation	1,040	1,040	1,040	1,070	1,070
Total (not to exceed)	$16,780	$16,780	$16,780	$17,120	$17,120

APPENDIX B
ESTIMATE OF COST

Name of Firm: LSL CPAs

Address: 203 N. Brea Blvd. Suite 203
Brea, CA 92821

Contact Name: Bryan Gruber

Contact Phone #: 714-672-0022 Fax#: 714-672-0331

Contact Email: bryan.gruber@lslcpas.com

1. Auditor's Standard Billing Rates

POSITION	2015/16	2016/17	2017/18
Partner	$235	$235	$235
Manager	$140	$140	$140
Senior Accountant	$115	$115	$115
Staff Accountant	$100	$100	$100
Clerical	included	included	included

Exhibit C

Certificate of Exemption from Workers' Compensation Insurance

TO:	City of Rolling Hills
SUBJECT:	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of Rolling Hills that I am a

- ☐ sole proprietor
- ☐ partnership
- ☐ closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature ____________________________

Printed Name of Contractor ____________________________

Date ____________________________

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.A
Mtg. Date: 11/08/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REVIEW AND DISCUSS DRAFT CITY ORDINANCE TO COMPLY WITH SENATE BILL (SB) 9, INCREASE DENSITY IN SINGLE FAMILY ZONE.

DATE: November 08, 2021

BACKGROUND:
Senate Bill (SB) 9 (Atkins) Increase Density in Single-Family Zone was signed into law by Governor Newsom on September 16, 2021. SB 9 effectively puts an end to traditional single-family zoning restrictions statewide. SB 9 will take effective on January 1, 2022.

DISCUSSION:
At the September 27, 2021 meeting, the City Council directed the City Attorney's office to provide input and advice on SB 9. At the October 11, 2021 City Council meeting, the City Attorney's office gave a presentation on the provisions of SB 9. At the October 25, 2021 City Council meeting, the City Attorney's office provided a draft ordinance to comply with the provisions of SB 9. The City Council delayed the review and discussion of the draft ordinance to the November 8, 2021 City Council meeting.

FISCAL IMPACT:
The analysis of SB 9 and the preparation of the draft ordinance are a part of the operation budget for Fiscal Year 2021-2022.

RECOMMENDATION:
Review draft and provide direction to staff.

ATTACHMENTS:
Senate_Bill_9.PDF
Draft_Ordinance_Implementing_SB_9-c1-SUPPLEMENTAL.pdf

Senate Bill No. 9

CHAPTER 162

An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the Government Code, relating to land use.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 9, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24 months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. The bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing any additional owner occupancy standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or nonsubstantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the 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 specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.21 is added to the Government Code, to read:

65852.21. (a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows.

(B) The site has not been occupied by a tenant in the last three years.

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(b) (1) Notwithstanding any local law and except as provided in paragraph (2), a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this section.

(2) (A) The local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area.

(B) (i) Notwithstanding subparagraph (A), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(ii) Notwithstanding subparagraph (A), in all other circumstances not described in clause (i), a local agency may require a setback of up to four feet from the side and rear lot lines.

(c) In addition to any conditions established in accordance with subdivision (b), a local agency may require any of the following conditions when considering an application for two residential units as provided for in this section:

(1) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(2) For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.

(d) Notwithstanding subdivision (a), a local agency may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(f) Notwithstanding Section 65852.2 or 65852.22, a local agency shall not be required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7.

(g) Notwithstanding subparagraph (B) of paragraph (2) of subdivision (b), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(h) Local agencies shall include units constructed pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

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

(1) A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

(2) The terms "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(3) "Local agency" means a city, county, or city and county, whether general law or chartered.

(j) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for a housing development pursuant to this section.

SEC. 2. Section 66411.7 is added to the Government Code, to read:

66411.7. (a) Notwithstanding any other provision of this division and any local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split only if the local agency determines that the parcel map for the urban lot split meets all the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) (A) Except as provided in subparagraph (B), both newly created parcels are no smaller than 1,200 square feet.

(B) A local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval under this subdivision.

(3) The parcel being subdivided meets all the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

(b) An application for a parcel map for an urban lot split shall be approved in accordance with the following requirements:

(1) A local agency shall approve or deny an application for a parcel map for an urban lot split ministerially without discretionary review.

(2) A local agency shall approve an urban lot split only if it conforms to all applicable objective requirements of the Subdivision Map Act (Division

2 (commencing with Section 66410)), except as otherwise expressly provided in this section.

(3) Notwithstanding Section 66411.1, a local agency shall not impose regulations that require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for an urban lot split pursuant to this section.

(c) (1) Except as provided in paragraph (2), notwithstanding any local law, a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to a parcel created by an urban lot split that do not conflict with this section.

(2) A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.

(3) (A) Notwithstanding paragraph (2), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(B) Notwithstanding paragraph (2), in all other circumstances not described in subparagraph (A), a local agency may require a setback of up to four feet from the side and rear lot lines.

(d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) In addition to any conditions established in accordance with this section, a local agency may require any of the following conditions when considering an application for a parcel map for an urban lot split:

(1) Easements required for the provision of public services and facilities.

(2) A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

(3) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(f) A local agency shall require that the uses allowed on a lot created by this section be limited to residential uses.

(g) (1) A local agency shall require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

(2) This subdivision shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

(3) A local agency shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split pursuant to this section.

(h) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(i) A local agency shall not require, as a condition for ministerial approval of a parcel map application for the creation of an urban lot split, the correction of nonconforming zoning conditions.

(j) (1) Notwithstanding any provision of Section 65852.2, 65852.21, 65852.22, 65915, or this section, a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section.

(2) For the purposes of this section, "unit" means any dwelling unit, including, but not limited to, a unit or units created pursuant to Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Section 65852.2, or a junior accessory dwelling unit as defined in Section 65852.22.

(k) Notwithstanding paragraph (3) of subdivision (c), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(*l*) Local agencies shall include the number of applications for parcel maps for urban lot splits pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(m) For purposes of this section, both of the following shall apply:

(1) "Objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(n) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(o) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for urban lot splits pursuant to this section.

SEC. 3. Section 66452.6 of the Government Code is amended to read:

66452.6. (a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars ($236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way that abut the boundary of the property to be subdivided and that are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 48 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars ($236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

(3) "Public improvements," as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(b) (1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency that approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

(3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.

(c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.

(d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

(e) Upon application of the subdivider filed before the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

(f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies that regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:

(1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action before expiration of the tentative map.

(2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency that owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency that owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later. A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency that owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.

SEC. 4. The Legislature finds and declares that ensuring access to affordable housing is a matter of statewide concern and not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 and 2 of this act adding Sections 65852.21 and 66411.7 to the Government Code and Section 3 of this act amending Section 66452.6 of the Government Code apply to all cities, including charter cities.

SEC. 5. 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 or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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EXHIBIT A

TITLE 16 (SUBDIVISIONS)

CHAPTER 16.50 URBAN LOT SPLITS

Section 16.50.010 Purpose

The purpose of this chapter is to allow and appropriately regulate urban lot splits in accordance with Government Code section 66411.7.

Section 16.50.020 Definition

An "urban lot split" means a the subdivision of an existing, legally subdivided lot into two lots in accordance with the requirements of this section.

Section 16.50.030 Application

(1) Only individual property owners may apply for an urban lot split. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).

(2) An application for an urban lot split must be submitted on the city's approved form. Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.

(3) The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

Section 16.50.040 Approval

(1) An application for a parcel map for an urban lot split is approved or denied ministerially, by the planning director or his or her designee, without discretionary review.

(2) A tentative parcel map for an urban lot split is approved ministerially if it complies with all the requirements of this section. The tentative parcel map may not be recorded. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restriction and easements. The tentative parcel map expires three months after approval.

(3) The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.

(4) The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

Section 16.50.050 Requirements

(a) An urban lot split must satisfy each of the following requirements:

(1) **Map Act Compliance**.

(A) The urban lot split must conform to all applicable objective requirements of the Subdivision Map Act (Gov. Code § 66410 et. seq., "SMA"), including implementing requirements in this code, except as otherwise expressly provided in this section.

(B) If an urban lot split violates any part of the SMA, the city's subdivision regulations, including this section, or any other legal requirement:

(i) The buyer or grantee of a lot that is created by the urban lot split has all the remedies available under the SMA, including but not limited to an action for damages or to void the deed, sale, or contract.

(ii) The city has all the remedies available to it under the SMA, including but not limited to the following:

(I) An action to enjoin any attempt to sell, lease, or finance the property.

(II) An action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

(III) Criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both; or a misdemeanor.

(IV) Record a notice of violation.

(V) Withhold any or all future permits and approvals.

(C) Notwithstanding section 66411.1 of the SMA, no dedication of rights-of-way or construction of offsite improvements is required for an urban lot split.

(2) **Zone.** The lot to be split is in a single-family residential zone.

(3) **Lot Location**.

(A) The lot to be split is not located on a site that is any of the following:

(i) Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

(ii) A wetland.

(iii) Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.

(iv) A hazardous waste site that has not been cleared for residential use.

(v) Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.

(vi) Within a 100-year flood hazard area, unless the site has either:

(I) been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or

(II) meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

(vii) Within a regulatory floodway, unless all development on the site has received a no-rise certification.

(viii) Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

(ix) Habitat for protected species.

(x) Land under conservation easement.

(B) The purpose of subpart (3)(A) above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)

(4) **Not Historic**. The lot to be split must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor

may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.

(5) **No Prior Urban Lot Split**.

(A) The lot to be split was not established through a prior urban lot split.

(B) The lot to be split is not adjacent to any lot that was established through a prior urban lot split by the owner of the lot to be split or by any person acting in concert with the owner.

(6) **No Impact on Protected Housing**. The urban lot split must not require or include the demolition or alteration of any of the following types of housing:

(A) Housing that is income-restricted for households of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.

(D) Housing that has been occupied by a tenant in the last three years. The applicant and the owner of a property for which an urban lot split is sought must provide a sworn statement as to this fact with the application for the parcel map. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

(7) **Lot Size**.

(A) The lot to be split must be at least 2,400 square feet.

(B) The resulting lots must each be at least 1,200 square feet.

(C) Each of the resulting lots must be between 60 percent and 40 percent of the original lot area.

(8) **Easements**.

(A) The owner must enter into an easement agreement with each public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.

(B) Each easement must be shown on the tentative parcel map.

(C) Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property before the final map may be approved, in accordance with Section 16.50.040.

(9) **Lot Access**.

(A) Each resulting lot must adjoin the right of way.

(B) Each resulting lot must have frontage on the right of way of at least 12.5 feet.

(10) **Unit Standards**.

(A) **Quantity**. No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under Chapter 17.45 of this code, an ADU, or a JADU

(B) **Unit Size**.

(i) The total floor area of each primary dwelling that is developed on a resulting lot must be

(I) less than or equal to 800 and

(II) more than 500 square feet.

(ii) A primary dwelling that was legally established prior to the urban lot split and that is larger than 800 square feet is limited to the lawful floor area at the time of the urban lot split. It may not be expanded.

(iii) A primary dwelling that was legally established prior to the urban lot split and that is smaller than 800 square feet may be expanded to 800 square feet after the urban lot split.

(C) **Height Restrictions**.

(i) On a resulting lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.

(ii) On a resulting lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the stepback.

(iii) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot resulting from an urban lot split.

(D) **Proximity to Stable and Corral Site.** A primary dwelling unit is a residential structure that shall be located a minimum of thirty-five feet from any stable, corral, and related animal keeping uses and structures as required in Chapter 17.18. This standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

(E) **Lot Coverage**. All structures as defined in Section 17.16.070 on a lot shall not cover more than twenty percent of the net lot area. All structures and all other impervious surfaces as defined in Section 17.16.070 on a lot shall not cover more than thirty-five percent of the net lot area. These lot coverage standards are only enforced to the extent that they do not prevent two primary dwelling units on the lot at 800 square feet each.

(F) **Open Space**. No development pursuant to this Chapter may cause the total percentage of open space of the lot fall below fifty percent. This open space standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

(G) **Setbacks**.

(i) **Generally**. All setbacks must conform to those objective setbacks that are imposed through the underlying zone.

(ii) **Exceptions**. Notwithstanding subpart (10)(G) above:

(I) **Existing Structures**. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(II) **800 sf; four-foot side and rear**. The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

(iii) **Front Setback Area**. Notwithstanding any other part of this code, dwellings that are constructed after an urban lot split must be at least 30 feet from the front property lines. The front setback area must:

(I) be kept free from all structures greater than three feet high;

(II) be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;

(III) allow for vehicular and fire-safety access to the front structure.

(H) **Parking**. Each new primary dwelling unit that is built on a lot after an urban lot split must have at least one off-street parking space per unit unless one of the following applies:

(i) The lot is located within one-half mile walking distance of either

(I) a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or

(II) a site that contains

(ia) an existing rail or bus rapid transit station,

(ib) a ferry terminal served by either a bus or rail transit service, or

(ic) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(ii) The site is located within one block of a car-share vehicle location.

(I) **Architecture**.

(i) Architecture is limited to white California ranch style homes with three-rail fences.

(ii) If there is a legal primary dwelling on the lot that was established before the urban lot split, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.

(iii) If there is no legal primary dwelling on the lot before the urban lot split, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.

(iv) All exterior lighting must be limited to down-lights.

(v) No window or door of a dwelling that is constructed on the lot after the urban lot split may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

(vi) If a dwelling is constructed on a lot after an urban lot split and any portion of the dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

(J) **Landscaping**. Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:

(i) At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24" box size plant shall be provided for every ten linear feet of exterior wall.

(ii) Plant specimens must be at least eight feet tall when installed. As an alternative, a solid fence of at least eight feet in height may be installed.

(iii) All landscaping must be drought-tolerant.

(iv) All landscaping must be from the city's approved plant list.

(K) **Nonconforming Conditions**. An urban lot split may be approved without requiring a legal nonconforming zoning condition to be corrected.

(L) **Utilities**.

(i) Each primary dwelling unit on the resulting lots must have its own direct utility connection to the utility service provider.

(ii) Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.

(M) **Building & Safety**. All structures built on the lot must comply with all current local building standards. An urban lot split is a change of use.

(11) **Fire-Hazard Mitigation Measures**.

(A) A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:

(i) It must have direct access to a public right of way with a paved street with a width of at least 40 feet. The public right of way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.

(ii) All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.

(iii) All enclosed structures on the site must have fire sprinklers.

(iv) All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public right of way or of an onsite fire hydrant or standpipe.

(v) If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.

(B) Prior to submitting an application for an urban lot split, the applicant must obtain a certificate of compliance with all applicable fire-hazard mitigation measures in accordance with this subpart (11). The city or its authorized agent must inspect the site, including all structures on the site, and certify as to its compliance. The certificate must be included with the application. The applicant must pay the city's costs for inspection. Failure to pay is grounds for denying the application.

(12) **Separate Conveyance**.

(A) Within a resulting lot.

(i) Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.

(ii) Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an urban lot split.

(iii) All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.

(B) Between resulting lots. Separate conveyance of the resulting lots is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, the owner must record appropriate CC&Rs, easements, or other documentation that is necessary to allocate rights and responsibility between the owners of the two lots.

(13) **Regulation of Uses.**

(A) **Residential-only**. No non-residential use is permitted on any lot created by urban lot split.

(B) **No STRs**. No dwelling unit on a lot that is created by an urban lot split may be rented for a period of less than 30 days.

(C) **Owner Occupancy**. The applicant for an urban lot split must sign an affidavit stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal residence for a minimum of three years after the urban lot split is approved.

(14) **Notice of Construction**.

(A) At least 30 business days before starting any construction of a structure on a lot created by an urban lot split, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:

(i) Notice that construction has been authorized,

(ii) The anticipated start and end dates for construction,

(iii) The hours of construction,

(iv) Contact information for the project manager (for construction-related complaints), and

(v) Contact information for the Building & Safety Department.

(B) This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

(15) **Deed Restriction**. The owner must record a deed restriction, acceptable to the city, that does each of the following:

(A) Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.

(B) Expressly prohibits any non-residential use of the lots created by the urban lot split.

(C) Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.

(D) States that the property is formed by an urban lot split and is therefore subject to the city's urban lot split regulations, including all applicable limits on dwelling size and development.

(b) **Specific Adverse Impacts**.

(1) Notwithstanding anything else in this section, the city may deny an application for an urban lot split if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

(2) "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "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" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).

(3) The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

TITLE 17 (ZONING)

CHAPTER 17.45 (TWO-UNIT PROJECTS)

17.45.010 Purpose

The purpose of this section is to allow and appropriately regulate two-unit projects in accordance with Government Code section 65852.21.

17.45.020 Definition

A "two-unit project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this section.

17.45.030 Application

(1) Only individual property owners may apply for a two-unit project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).

(2) An application for a two-unit project must be submitted on the city's approved form.

(3) The applicant must obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.

(4) Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.

(5) The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

17.45.040 Approval

(1) An application for a two-unit project is approved or denied ministerially, by the planning director or his or her designee, without discretionary review.

(2) The ministerial approval of a two-unit project does not take effect until the city has confirmed that the required documents have been recorded, such as the deed restriction and easements.

(3) The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.

(4) The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

17.45.050 Requirements

(a) A two-unit project must satisfy each of the following requirements:

(1) **Map Act Compliance**. The lot must have been legally subdivided.

(2) **Zone.** The lot is in a single-family residential zone.

(3) **Lot Location**.

(A) The lot is not located on a site that is any of the following:

(i) Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

(ii) A wetland.

(iii) Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.

(iv) A hazardous waste site that has not been cleared for residential use.

(v) Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.

(vi) Within a 100-year flood hazard area, unless the site has either:

(I) been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or

(II) meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

(vii) Within a regulatory floodway, unless all development on the site has received a no-rise certification.

(viii) Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

(ix) Habitat for protected species.

(x) Land under conservation easement.

(B) The purpose of subpart (3)(A) above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)

(4) **Not Historic**. The lot must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.

(5) **No Impact on Protected Housing**. The two-unit project must not require or include the demolition or alteration of any of the following types of housing:

(A) Housing that is income-restricted for households of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.

(D) Housing that has been occupied by a tenant in the last three years. Optional: The applicant and the owner of a property for which a two-unit project is sought must provide a sworn statement as to this fact with the application for the parcel map. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

(6) **Unit Standards**.

(A) **Quantity**.

(i) No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under this section of this code, an ADU, or a JADU.

(ii) A lot that is not created by an urban lot split may have a two-unit project under this section, plus any ADU or JADU that must be allowed under state law and the city's ADU ordinance.

(B) **Unit Size**.

(i) The total floor area of each primary dwelling built that is developed under this section must be

(I) less than or equal to 800 and

(II) more than 500 square feet.

(ii) A primary dwelling that was legally established on the lot prior to the two-unit project and that is larger than 800 square feet is limited to the lawful floor area at the time of the two-unit project. The unit may not be expanded.

(iii) A primary dwelling that was legally established prior to the two-unit project and that is smaller than 800 square feet may be expanded to 800 square feet after or as part of the two-unit project.

(C) **Height Restrictions**.

(i) On a lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.

(ii) On a lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the stepback.

(iii) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a two-unit project.

(D) **Demo Cap**. The two-unit project may not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last three years.

(E) **Lot Coverage**. All structures as defined in Section 17.16.070 on a lot shall not cover more than twenty percent of the net lot area. All structures and all other impervious surfaces as defined in Section 17.16.070 on a lot shall not cover more than thirty-five percent of the net lot area. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

(F) **Open Space**. No development pursuant to this Chapter may cause the total percentage of open space of the lot fall below fifty percent. This open space standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

(G) **Setbacks**.

(i) **Generally**. All setbacks must conform to those objective setbacks that are imposed through the underlying zone.

(ii) **Exceptions**. Notwithstanding subpart (a)(6)(G) above:

(I) **Existing Structures**. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(II) **800 sf; four-foot side and rear**. The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

(iii) **Front Setback Area**. Notwithstanding any other part of this code, dwellings that are constructed under this section must be at least 30 feet from the front property lines. The front setback area must:

(I) be kept free from all structures greater than three feet high;

(II) be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;

(III) allow for vehicular and fire-safety access to the front structure.

(H) **Parking**. Each new primary dwelling unit must have at least one off-street parking space per unit unless one of the following applies:

(i) The lot is located within one-half mile walking distance of either

(I) a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or

(II) a site that contains

(ia) an existing rail or bus rapid transit station, (ib) a ferry terminal served by either a bus or rail transit service, or

(ic) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(ii) The site is located within one block of a car-share vehicle location.

(I) **Architecture**.

(i) Architecture is limited to white California ranch style homes with three-rail fences.

(ii) If there is a legal primary dwelling on the lot that was established before the two-unit project, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.

(iii) If there is no legal primary dwelling on the lot before the two-unit project, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.

(iv) All exterior lighting must be limited to down-lights.

(v) No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

(vi) If any portion of a dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

(J) **Landscaping**. Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:

(i) At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24” box size plant shall be provided for every ten linear feet of exterior wall.

(ii) Plant specimens must be at least eight feet tall when installed. As an alternative, a solid fence of at least eight feet in height may be installed.

(iii) All landscaping must be drought-tolerant.

(iv) All landscaping must be from the city's approved plant list.

(K) **Nonconforming Conditions**. A two-unit project may only be approved if all nonconforming zoning conditions are corrected.

(L) **Utilities**.

(i) Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.

(ii) Each primary dwelling unit on the lot that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.

(M) **Building & Safety**. All structures built on the lot must comply with all current local building standards. A project under this section is a change of use and subjects the whole of the lot, and all structures, to the city's current code.

(7) **Fire-Hazard Mitigation Measures**. A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:

(A) It must have direct access to a public right of way with a paved street with a width of at least 40 feet. The public right of way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.

(B) All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.

(C) All enclosed structures on the site must have fire sprinklers.

(D) All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public right of way or of an onsite fire hydrant or standpipe.

(E) If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.

(8) **Separate Conveyance**.

(A) Primary dwelling units on the lot may not be owned or conveyed separately from each other.

(B) Condominium airspace divisions and common interest developments are not permitted within the lot.

(C) All fee interest in the lot and all the dwellings must be held equally and undivided by all individual property owners.

(9) **Regulation of Uses.**

(A) **Residential-only**. No non-residential use is permitted on the lot.

(B) **No STRs**. No dwelling unit on the lot may be rented for a period of less than 30 days.

(C) **Owner Occupancy**. Unless the lot was formed by an urban lot split, the individual property owners of a lot with a two-unit project must occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

(10) **Notice of Construction**.

(A) At least 30 business days before starting any construction of a two-unit project, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:

(i) Notice that construction has been authorized,

(ii) The anticipated start and end dates for construction,

(iii) The hours of construction,

(iv) Contact information for the project manager (for construction-related complaints), and

(v) Contact information for the Building & Safety Department.

(B) This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

(11) **Deed Restriction**. The owner must record a deed restriction, acceptable to the city, that does each of the following:

(A) Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.

(B) Expressly prohibits any non-residential use of the lot.

(C) Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.

(D) If the lot is not created by an urban lot split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.

(E) States that the property is formed by an urban lot split and is therefore subject to the city's urban lot split regulations, including all applicable limits on dwelling size and development.

(b) **Specific Adverse Impacts**.

(1) Notwithstanding anything else in this section, the city may deny an application for a two-unit project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

(2) "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "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" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).

(3) The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

(c) **Remedies**.

If a two-unit project violates any part of this code or any other legal requirement:

(1) The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.

(2) The city may:

(A) Bring an action to enjoin any attempt to sell, lease, or finance the property.

(B) Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

(C) Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both; or a misdemeanor.

(D) Record a notice of violation.

(E) Withhold any or all future permits and approvals.

(F) Pursue all other administrative, legal, or equitable remedies that are allowed by law or the city's code.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 11/08/2021

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**ELAINE JENG, CITY MANAGER**
THRU:	**ELAINE JENG P.E., CITY MANAGER**
SUBJECT:	**CONSIDER PROPOSAL FROM THE TENNIS CLUB TO EXPAND COURT 1 FOR ADDITIONAL PICKLE BALL COURTS.**
DATE:	**November 08, 2021**

BACKGROUND:
The Rolling Hills Tennis Club reported that pickleball has been very popular at the City's tennis courts. There are three courts; Court 1 does not have lights for night time play while Courts 2 and 3, located side by side do have lights. The City upgraded the lighting to LED in 2019.

Improvements planned at the tennis courts are comprised of the City's ADA improvements, the Rolling Hills Community Association (RHCA) amenities project and resurfacing of Court 1. The City's ADA improvements include brining up the walkways to each of the courts to be compliant with accessibility requirements. The RHCA's amenities project include the installation of a kitchen, and a restroom in the area between Courts 1 and Court 2.

DISCUSSION:
A board member of the Rolling Hills Tennis Club, Alan Cherry requested a meeting on October 26, 2021 with staff to discuss the pending improvements at the tennis courts and suggested expansion of Court 1 to allow for more pickleball play. Mr. Cherry reported that in order to play pickleball on Court 1, players need to retrieve the netting from storage and hang the net, as the pickleball courts are striped on a court dedicated for tennis play. By converting Court 1 to pickleball only, the netting can be set up permanently without players having to retrieve netting and or risk accidents from players having to set up the pickleball courts. Additionally, Mr. Cherry reported that in light of the pending improvements by the City and the RHCA, it seemed to be the proper time to discuss expansion to Court 1.

In response to Mr. Cherry's request, RHCA Manager Kristen Raig and staff reviewed the site plan to Court 1 and discussed that a professional designer will need to assist in laying out the pickleball courts at Court 1 to determine the limits of the expansion. Mr. Cherry reported that there are three pickleball courts striped on Court 1, and the expansion is to add an additional pickleball court on Court 1.

FISCAL IMPACT:
Staff will need to solicit pricing information if the City Council approves the expansion of Court 1 to

add additional pickleball courts.

RECOMMENDATION:
Review, consider and provide direction to staff.

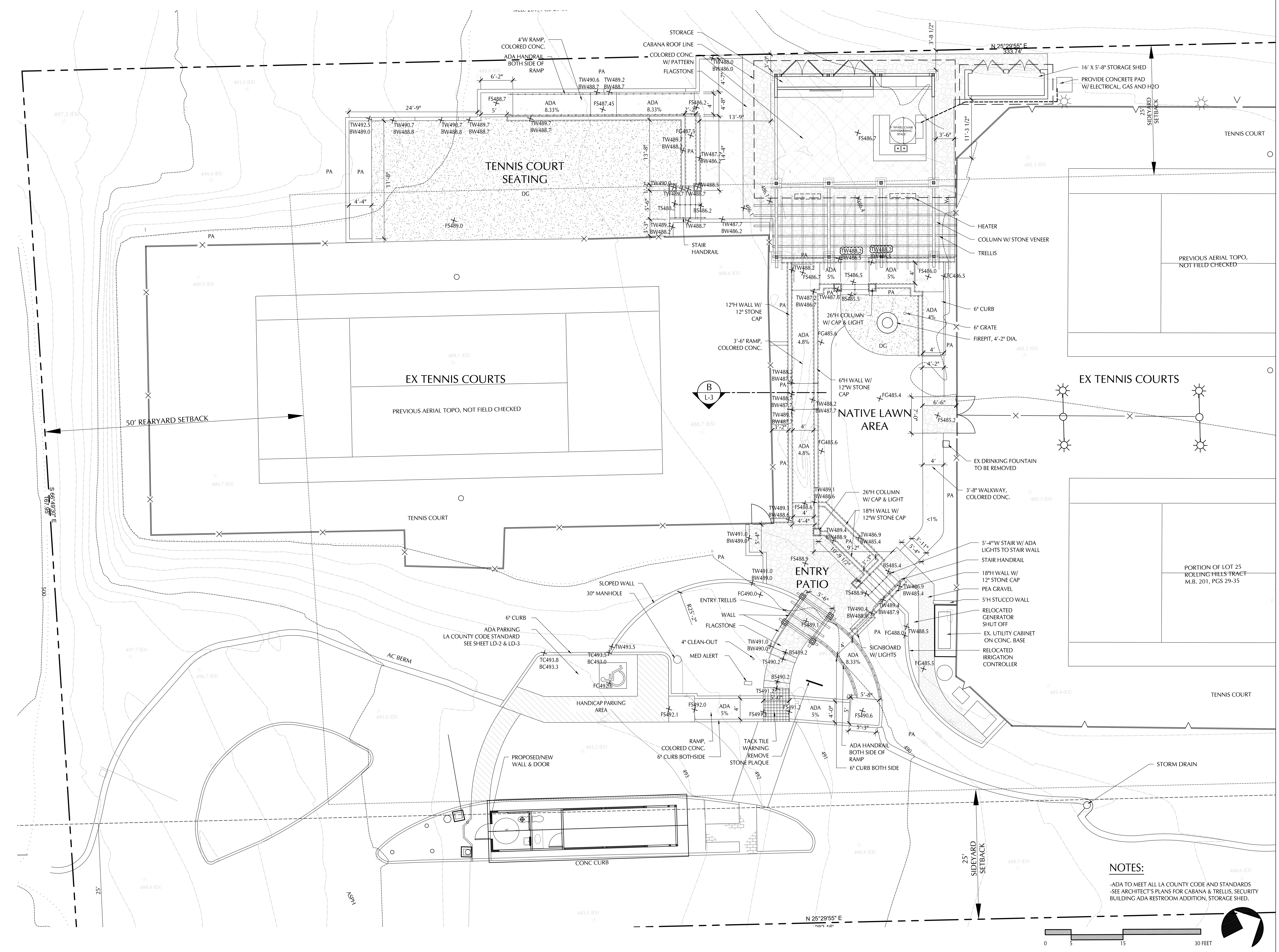
ATTACHMENTS:
2 Portuguese Bend Rd - Google Maps.pdf
L-1 051917.pdf
Screen-Shot-2018-09-10-at-12.12.29-PM.png

Google Maps

2 Portuguese Bend Rd

Court 1

Map data ©2021 , Map data ©2021 20 ft



Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE
2432 Via Amador,
Palos Verdes Estates, CA 90274
(310) 377-5868
FAX : (310) 377-3484
E-mail: rbadmin@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE #4467
Signature
Renewal Date
Date
STATE OF CALIFORNIA

PROJECT TITLE

ROLLING HILLS COMMUNITY TENNIS COURTS

1 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274

SHEET TITLE

HARDSCAPE & MATERIAL PLAN

REVISIONS

5-17-2017	7-06-2016	1-21-2016
4-13-2017	6-17-2016	1-13-2016
1-24-2017	6-14-2016	1-05-2016
1-18-2017	5-24-2016	12-09-2015
11-11-2016	5-16-2016	12-07-2015
11-8-2016	3-21-2016	9-23-2015

SCALE: 1/8" = 1'-0"

DATE: 8-10-2015

DRAWN BY:

CHECKED:

XREF FILE:

PROJECT NO.

SHEET NO.

L-1

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 11/08/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: DISCUSS THE FORMAT OF THE CITY COUNCIL MEETING MINUTES AND PROVIDE DIRECTION TO STAFF.

DATE: November 08, 2021

BACKGROUND:
At the September 14, 2020 City Council meeting, staff was directed by Council to prepare action minutes for City Council meetings. Action minutes would only capture the City Council's motions and the vote on the motions. At the September 2020 meeting, as part of the City Council's action, public comments shall be captured with the name of the commenter and the commenter's position on the issue.

DISCUSSION:
Since September 2021, staff has been preparing action minutes to City Council meetings listing commenters and the commenter's position on the issue. Subsequent to City Council's action in September 2021, frequently Mayor Dieringer would have comments and or edits on the meeting minutes aimed to include more information beyond the City Council's direction from August 2021.

At the October 25, 2021 City Council meeting, Mayor Dieringer requested changes to the October 11, 2021 City Council meeting minutes, specifically on comments made by commenters on the item relating to the Fire Fuel Committee's report out. Mayor Dieringer's proposed changes were reviewed with the City Council and the feedback from the Council was that Mayor Dieringer's proposed changes may be only capturing one aspect of the commenters' comments. Mayor Dieringer's proposed changes to the October 11, 2021 meeting minutes were not approved by the City Council. The City Council then directed staff to place on the agenda for the November 8, 2021 meeting to revisit the previously approved format for City Council meeting minutes.

FISCAL IMPACT:
There is no fiscal impact to discuss the format of the meeting minutes.

RECOMMENDATION:
Discuss and provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 11/08/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER HOLDING CITY COUNCIL 2022 STRATEGIC PLANNING WORKSHOP ON SATURDAY, JANUARY 22, 2021 AND APPROVE DRAFT AGENDA.

DATE: November 08, 2021

BACKGROUND:
The City Council held a strategic planning workshop on January 25, 2020. The objective of the 2020 workshop was to establish a minimum of one priority and a maximum of three priorities agreeable among the City Council as the City's workplan for Fiscal Year 2020-2021 and 2021-2022. Prior to the workshop, Councilmembers submitted individual priorities and comparing the lists, the following were common priorities among the members:

- Wildfire Mitigation/Emergency Preparedness
- Sewer
- Utility Undergrounding
- Drainage

These priorities were further discussed at the 2020 strategic workshop and Council developed the following directions to staff:

- Allocate funding for fire breaks on City's side (adjacent to Conservancy); allocate funding for work in the Preserve; enforcement action relating to emergency preparedness including enforcement actions against the Rolling Hills Community Association if necessary.
- The City Council also directed staff to implement via a combination of grant projects and individual assessment projects to underground utility infrastructure.
- Implement policy change on private properties to address drainage issues and identify capital improvement projects on city owned properties to address drainage issues
- Implement sewer mains via small segment of projects if cost is manageable.

At the Fiscal Year 2020-2021 budget planning process, the City Council approved a three-year Capital Improvement Program 2020-2021 to 2022-2023. Since the initiation of the the Capital Improvement Program, the program gets updated annually during budget planning for the following fiscal year.

DISCUSSION:
At the October 25, 2021 City Council meeting, Councilmember Leah Mirsch expressed interest for the City Council to hold another strategic planning workshop to focus on prioritizing the projects listed in the Capital Improvement Program for Fiscal Year 2021-2022.

Staff recommends holding the 2022 Strategic Planning Workshop on Saturday, January 22, 2021 between 8:30am and 1:30pm at City Hall. Staff also recommends that City Council consider the following draft agenda for the strategic planning workshop:

1. Review priorities established by the City Council at the 2020 Strategic Planning Workshop;
2. Evaluate City actions and activities toward the City Council's priorities;
3. Review the Capital Improvement Plan approved as a part of the Fiscal Year 2021-2022 budget adoption;
4. Establish priority projects for Fiscal year 2021-2022 consider funding allocation for priority projects;
5. Discuss non-capital improvement priorities for the next two fiscal years

FISCAL IMPACT:
There is no fiscal impact to holding a City Council strategic planning workshop as staff will be leading the discussion with members of the Council.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.A
Mtg. Date: 11/08/2021

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**ELAINE JENG, CITY MANAGER**
THRU:	**ELAINE JENG P.E., CITY MANAGER**
SUBJECT:	**CITY COUNCIL PERSONNEL COMMITTEE REPORT ON THE NOVEMBER 8, 2021 COMMITTEE MEETING.**
DATE:	**November 08, 2021**

BACKGROUND:
The City Council Personnel Committee for FY 2021-2022 is comprised of Mayor Bea Dieringer and Councilmember Jeff Pieper. The Personnel Committee is responsible for making recommendations to the City Council on commission appointments. There are two seats on the Planning Commission for appointment for a four year term starting January 2022.

DISCUSSION:
The City Council is scheduled to make appointments to the Planning Commission at the November 22, 2021 City Council meeting. To meet this schedule, the Personnel Committee must review applications and if desired, conduct interviews with applicants to develop recommendations for the City Council by November 22, 2021. The Personnel Committee will be discussing the logistics to the application review, interviews and the committee's recommendation at the November 8, 2021, 6:30pm meeting.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file a report by the Personnel Committee on the November 8, 2021 meeting.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.A
Mtg. Date: 11/08/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: EMPLOYEE PERFORMANCE EVALUATION

GOVERNMENT CODE SECTION 54957, TITLE CITY MANAGER.

DATE: November 08, 2021

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

Senate Bill No. 9

CHAPTER 162

An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the Government Code, relating to land use.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

legislative counsel's digest

SB 9, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24 months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. The bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing any additional owner occupancy standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or nonsubstantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the 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 specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.21 is added to the Government Code, to read:

65852.21. (a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows.

(B) The site has not been occupied by a tenant in the last three years.

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(b) (1) Notwithstanding any local law and except as provided in paragraph (2), a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this section.

(2) (A) The local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area.

(B) (i) Notwithstanding subparagraph (A), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(ii) Notwithstanding subparagraph (A), in all other circumstances not described in clause (i), a local agency may require a setback of up to four feet from the side and rear lot lines.

(c) In addition to any conditions established in accordance with subdivision (b), a local agency may require any of the following conditions when considering an application for two residential units as provided for in this section:

(1) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(2) For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.

(d) Notwithstanding subdivision (a), a local agency may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(f) Notwithstanding Section 65852.2 or 65852.22, a local agency shall not be required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7.

(g) Notwithstanding subparagraph (B) of paragraph (2) of subdivision (b), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(h) Local agencies shall include units constructed pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

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

(1) A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

(2) The terms "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(3) "Local agency" means a city, county, or city and county, whether general law or chartered.

(j) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for a housing development pursuant to this section.

SEC. 2. Section 66411.7 is added to the Government Code, to read:

66411.7. (a) Notwithstanding any other provision of this division and any local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split only if the local agency determines that the parcel map for the urban lot split meets all the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) (A) Except as provided in subparagraph (B), both newly created parcels are no smaller than 1,200 square feet.

(B) A local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval under this subdivision.

(3) The parcel being subdivided meets all the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

(b) An application for a parcel map for an urban lot split shall be approved in accordance with the following requirements:

(1) A local agency shall approve or deny an application for a parcel map for an urban lot split ministerially without discretionary review.

(2) A local agency shall approve an urban lot split only if it conforms to all applicable objective requirements of the Subdivision Map Act (Division

2 (commencing with Section 66410)), except as otherwise expressly provided in this section.

(3) Notwithstanding Section 66411.1, a local agency shall not impose regulations that require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for an urban lot split pursuant to this section.

(c) (1) Except as provided in paragraph (2), notwithstanding any local law, a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to a parcel created by an urban lot split that do not conflict with this section.

(2) A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.

(3) (A) Notwithstanding paragraph (2), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(B) Notwithstanding paragraph (2), in all other circumstances not described in subparagraph (A), a local agency may require a setback of up to four feet from the side and rear lot lines.

(d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) In addition to any conditions established in accordance with this section, a local agency may require any of the following conditions when considering an application for a parcel map for an urban lot split:

(1) Easements required for the provision of public services and facilities.

(2) A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

(3) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(f) A local agency shall require that the uses allowed on a lot created by this section be limited to residential uses.

(g) (1) A local agency shall require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

(2) This subdivision shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

(3) A local agency shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split pursuant to this section.

(h) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(i) A local agency shall not require, as a condition for ministerial approval of a parcel map application for the creation of an urban lot split, the correction of nonconforming zoning conditions.

(j) (1) Notwithstanding any provision of Section 65852.2, 65852.21, 65852.22, 65915, or this section, a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section.

(2) For the purposes of this section, "unit" means any dwelling unit, including, but not limited to, a unit or units created pursuant to Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Section 65852.2, or a junior accessory dwelling unit as defined in Section 65852.22.

(k) Notwithstanding paragraph (3) of subdivision (c), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(*l*) Local agencies shall include the number of applications for parcel maps for urban lot splits pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(m) For purposes of this section, both of the following shall apply:

(1) "Objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(n) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(o) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for urban lot splits pursuant to this section.

SEC. 3. Section 66452.6 of the Government Code is amended to read:

66452.6. (a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars ($236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way that abut the boundary of the property to be subdivided and that are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 48 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars ($236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

(3) "Public improvements," as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(b) (1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency that approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

(3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.

(c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.

(d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

(e) Upon application of the subdivider filed before the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

(f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies that regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:

(1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action before expiration of the tentative map.

(2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency that owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency that owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later. A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency that owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.

SEC. 4. The Legislature finds and declares that ensuring access to affordable housing is a matter of statewide concern and not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 and 2 of this act adding Sections 65852.21 and 66411.7 to the Government Code and Section 3 of this act amending Section 66452.6 of the Government Code apply to all cities, including charter cities.

SEC. 5. 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 or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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