



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA

Regular City Council Meeting

CITY COUNCIL

Monday, January 22, 2024

CITY OF ROLLING HILLS

7:00 PM

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

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

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

Next Resolution No. 1355

Next Ordinance No. 385

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

5. APPROVE ORDER OF THE AGENDA

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

8. CONSENT CALENDAR

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

8.A. [APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JANUARY 22, 2024](#)

RECOMMENDATION: Approve.

[CL_AGN_240122_CC_AffidavitofPosting.pdf](#)

- 8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

RECOMMENDATION: Approve.

- 8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JANUARY 8, 2024 REGULAR MEETING

RECOMMENDATION: Approve as presented.

[CL_MIN_240108_CC_F.pdf](#)

- 8.D. PAYMENT OF BILLS

RECOMMENDATION: Approve as presented.

[CL_AGN_240122_CC_PaymentOfBills.pdf](#)

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

- 12.A. UPDATE ON THE CITY HALL ADA IMPROVEMENT PROJECT AND PACIFIC ARCHITECTURE AND DESIGN'S REQUEST FOR ADDITIONAL BUDGET TO COMPLETE RESPONSES TO PLAN REVIEW COMMENTS

RECOMMENDATION: Receive and file. Provide direction to staff.

[CL_AGN_240122_CC_PAE_CityHall_ADA_AdditionalCostProposal_.pdf](#)

- 12.B. APPROVE POTENTIAL 25% LOCAL MATCH REQUIREMENT AMOUNT OF APPROXIMATELY \$405,250 FOR A RECENTLY SUBMITTED APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM TO ADDRESS ADDITIONAL FIRE FUEL ABATEMENT IN ROLLING HILLS' KLONDIKE CANYON

RECOMMENDATION: Approve as presented or provide direction to staff regarding grant sub-application termination.

[GR_OES_230804_MNS_HMGP_Subapplication.pdf](#)

13. NEW BUSINESS

- 13.A. APPROVE SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE FOUR PENINSULA CITIES AND THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT TO CONTINUE COST SHARING TWO SCHOOL RESOURCE OFFICERS FOR THREE YEARS EXPIRING ON AUGUST 26, 2026

RECOMMENDATION: Approve as presented.

[A. CA_MOU_240122_PVPUSD_SRO_2ndAmendment.pdf](#)

[B. Amendment to MOU for School Security Officer.pdf](#)

- C. [MOUForSchoolSecurityOfficers.pdf](#)
- D. [CA_MOU_230830_PVPUSD_SRO_CompensationAdjustment_BoardAgendaItem.pdf](#)
- E. [CA_MOU_240122_PVPUSD_SRO_ExhibitA_AUSS_Proposal.pdf](#)

14. MATTERS FROM THE CITY COUNCIL

- 14.A. [DISCUSSION ON COYOTE MANAGEMENT MEASURES AND CONSIDERATION OF THE CITY CONTRIBUTING TO ADDITIONAL SUPPLEMENTAL COSTS \(COUNCILMEMBERS DIERINGER & BLACK\)](#)

RECOMMENDATION: Discuss the matter, receive and file materials, and provide direction to staff.

- A. [PS_COY_231031_CoyoteResponse_Workflow_RH.pdf](#)
- B. [PS_COY_231031_CoyoteACWM.pdf](#)
- C. [PS_COY_231031_CoyoteBehaviors.pdf](#)
- D. [PS_COY_231031_CoyoteHazingTechniques.pdf](#)
- E. [PS_COY_231031_HSUS_CoyoteHazingGuidelines.pdf](#)
- F. [PS_COY_231031_HSUS_PreventingConflictsWithCoyotes.pdf](#)
- G. [FN_INV_231010_LACo_Weight-Measures_PestControl_Inv #240565_Aug Serv.pdf](#)
- H. [CA_AGR_230626_LAC_ACWM_PestControl_No779_PE.pdf](#)

- 14.B. [CONSIDERATION OF DRAFTING A RESOLUTION AND/OR SENDING A LETTER IN OPPOSITION TO THE 2024 STATE BALLOT MEASURE INITIATIVE NO. 21-0042A1, THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT \(COUNCILMEMBER DIERINGER\)](#)

RECOMMENDATION: Provide direction to staff on drafting a resolution and/or sending a letter of opposition.

- A. [CL_AGN_240122_CC_CBRT_21-0042A1_BallotInitiative_Text.pdf](#)
- B. [CL_AGN_240122_CC_CBRT_Example_Fees&Charges.pdf](#)
- C. [CL_AGN_240122_CC_CBRT_FiscalAnalysis.pdf](#)
- D. [CL_AGN_240122_CC_CBRT_Example_OpposeLetter.pdf](#)
- E. [CL_AGN_240122_CC_CBRT_Example_Oppose_Resolution.pdf](#)

- 14.C. [CONSIDER AND APPROVE THE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2024](#)

RECOMMENDATION: Staff recommends that the City Council consider the updated City Council committee assignments and approve the assignments as presented.

- [CC_ASM_240122_CommitteeAssignments_F.pdf](#)
- [CC_ASM_230213_CommitteeAssignments_F.pdf](#)

- 14.D. [UPDATE FROM THE SOLID WASTE AND RECYCLING COMMITTEE REGARDING REPUBLIC SERVICES FIELD OPERATION ISSUES AND EXPANSION OF MOTHER TRUCK STAGING SITE LOCATIONS](#)

RECOMMENDATION: Receive and file. Provide direction to staff.

- [AD_MAP_240122_Refuse_Areas.pdf](#)

15. MATTERS FROM STAFF

- 15.A. [RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE FOURTH QUARTER OF 2023 \(OCTOBER 1 THROUGH DECEMBER 31\)](#)

RECOMMENDATION: Receive and file.

[CE_QRP_2023_Q4_All_Open_Cases.pdf](#)

[CE_QRP_2023_Q4_Opened_Cases.pdf](#)

[CE_QRP_2023_Q4_Closed_Cases.pdf](#)

16. RECESS TO CLOSED SESSION

- 16.A. [CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION - \(PARAGRAPH \(2\) OF SUBDIVISION \(D\) AND PARAGRAPH \(2\) OF SUBDIVISION \(E\) OF GOVERNMENT CODE SECTION 54956.9\) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE CITY IN THE LITIGATION. SIGNIFICANT EXPOSURE TO CIVIL LITIGATION \(1CASE\) - A. ALLEGED VIOLATIONS OF MS4 NPDES PERMIT](#)

RECOMMENDATION: None.

[CL_AGN_240122_LARWQCB_DOM-OF-004_Toxics_EPL.pdf](#)

[CL_AGN_240122_LARWQCB_LariatNutrients_EPL.pdf](#)

[CL_AGN_240122_LARWQCB_RHE_CityHallNutrients_EPL.pdf](#)

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, February 12, 2024 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

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

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

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



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JANUARY 22, 2024

DATE: January 22, 2024

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve.

ATTACHMENTS:

[CL_AGN_240122_CC_AffidavitofPosting.pdf](#)



Administrative Report

8.A., File # 2162

Meeting Date: 1/22/2024

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF JANUARY 22, 2024

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

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

Meeting Date & Time	JANUARY 22, 2024	7:00pm Open Session
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As City Clerk of the City of Rolling Hills, I declare under penalty of perjury, the document noted above was posted at the date displayed below.

Christian Horvath, City Clerk

Date: January 19, 2024



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

DATE: January 22, 2024

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JANUARY 8, 2024 REGULAR MEETING

DATE: January 22, 2024

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[CL_MIN_240108_CC_F.pdf](#)



1. CALL TO ORDER

The City Council of the City of Rolling Hills met in person on the above date at 7:00 p.m. Mayor Mirsch presiding.

2. ROLL CALL

Councilmembers Present:	Wilson, Black, Mayor Pro Tem Pieper, Mayor Mirsch
Councilmembers Absent:	Dieringer
Staff Present:	Karina Bañales, City Manager Christian Horvath, City Clerk / Executive Assistant to the City Manager John Signo, Planning & Community Services Director Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pieper

4. PRESENTATIONS / PROCLAMATIONS / CITY COUNCIL REORGANIZATION

4.A. WELCOME NEW LOMITA SHERIFF'S STATION CAPTAIN KIMBERLY GUERRERO

Captain Guerrero introduced herself to the City Council and provided some background information on her service and approach to law enforcement.

Mayor Mirsch, Councilmember Wilson made comments on local public safety and traffic concerns.

Mayor Mirsch also welcomed the new Administrative Clerk/Bookkeeper Abbie Sedillos and allowed her a moment to introduce herself to the City Council.

5. APPROVE ORDER OF THE AGENDA

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

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Pieper, seconded by Councilmember Wilson to receive and file Blue Folder Items for Item 7 and 10A. Motion carried unanimously with the following vote:

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Sean Bennett, Alfred Visco

8. CONSENT CALENDAR

- 8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JANUARY 8, 2024**
- 8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA**
- 8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: DECEMBER 14, 2023 REGULAR ADJOURNED MEETING**
- 8.D. PAYMENT OF BILLS**
- 8.E. PULLED BY COUNCILMEMBER WILSON**
- 8.F. APPROVE REPUBLIC SERVICES' 2024 CLEAN-UP AND COMMUNAL BIN SCHEDULE**
- 8.G. APPROVE ANNUAL VENDOR LIST FOR CALENDAR YEAR 2024**
- 8.H. FOR SECOND READING AND ADOPTION: ADOPT BY TITLE ONLY ORDINANCE NO. 384 - AN ORDINANCE OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING VARIOUS SECTIONS OF THE ROLLING HILLS MUNICIPAL CODE RELATING TO WIRELESS FACILITIES; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**
- 8.I. APPROVE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENNETT LANDSCAPE FOR A ONE-YEAR EXTENSION PROVIDING LANDSCAPING SERVICES ON THE CITY HALL CAMPUS**

Motion by Councilmember Black, seconded by Councilmember Pieper to approve Consent Calendar except for Item 8E. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS

- 8.E. REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR NOVEMBER 2023**

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

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

10. COMMISSION ITEMS

10.A. ZONING CASE NO. 21-02, MODIFICATION NO. 2: REQUEST TO MODIFY AN APPROVAL FOR A SITE PLAN REVIEW TO DEMOLISH AN EXISTING RESIDENCE AND CONSTRUCT A NEW SINGLE-FAMILY RESIDENCE AND RELATED IMPROVEMENTS INCLUDING NON-EXEMPT GRADING; AND VARIANCES TO CONSTRUCT A SIX-AND-A-HALF-FOOT-HIGH RETAINING WALL THAT EXCEEDS AN AVERAGE HEIGHT OF TWO-AND-A-HALF FEET, BARBECUE, OUTDOOR SHOWER, SERVICE YARD, AND FENCING IN THE REQUIRED SIDE SETBACKS AT 11 FLYING MANE ROAD (LOT 53-SF), ROLLING HILLS, CA (NEVENKA LCC), AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Presentation by Planning & Community Services Director John Signo

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

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

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS – NONE

13. NEW BUSINESS

13.A. PROPOSED FISCAL YEAR 2024/25 BUDGET CALENDAR

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

Motion by Councilmember Wilson, seconded by Councilmember Black to approve as presented. Motion carried unanimously with the following vote:

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

13.B. APPROVE CITY COUNCIL MEETING DATES FOR CALENDAR YEAR 2024

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

Motion by Councilmember Black, seconded by Councilmember Pieper to approve as presented and schedule a meeting for Tuesday, December 10, 2024 for the Council re-organization. Motion carried unanimously with the following vote:

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

14. MATTERS FROM THE CITY COUNCIL

Councilmember Black requested discussing the possibility of hiring Fernando Barrera for coyote abatement and was informed the topic was scheduled for the January 22, 2024 meeting.

15. MATTERS FROM STAFF

City Clerk / Executive Assistant to the City Manager Christian Horvath reminded the City Council about filing their FPPC Form 700's and setting up AB 1234 mandatory Ethics Training in the coming months.

16. RECESS TO CLOSED SESSION – NONE

17. RECONVENE TO OPEN SESSION – NONE

18. ADJOURNMENT: 7:47 P.M.

The meeting was adjourned at 7:47 p.m on January 8, 2024. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, January 22, 2024 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: <https://www.rolling-hills.org/government/agenda/index.php>

All written comments submitted are included in the record and available for public review on the City website.

Respectfully submitted,

Christian Horvath, City Clerk

Approved,

Leah Mirsch, Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: PAYMENT OF BILLS

DATE: January 22, 2024

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

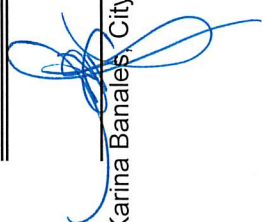
[CL_AGN_240122_CC_PaymentOfBills.pdf](#)

CITY OF ROLLING HILLS
AP24-010, ACH24-014
 Check Run 01/17/2024

Check No.	Check Date	Payee	Description	Amount
028475	1/17/2024	4Leaf, Inc.	Code Enforcement Services - December 2023	3,990.00
028476	1/17/2024	Alan Palermo Consulting	Nov 26 to Dec 30 Svcs - ADA, Sewer, Tennis Crt, City	2,887.50
028477	1/17/2024	Best Best & Krieger LLP	BBK-Code Enforcement-December 2023	1,050.00
028477	1/17/2024	Best Best & Krieger LLP	BBK-General Services-December 2023	1,235.00
028477	1/17/2024	Best Best & Krieger LLP	BBK-Legal Land Use-December 2023	1,539.00
028477	1/17/2024	Best Best & Krieger LLP	BBK-Wireless Update-December 2023	3,175.00
CHECK TOTAL			\$ 6,999.00	
028478	1/17/2024	Cell Business Equipment	Sharp Printer-Cost Per Copy 10-05-23 to 01-04-24	1,057.07
028478	1/17/2024	Cell Business Equipment	Sharp Toner Replacement - Shipping	27.00
CHECK TOTAL			\$ 1,084.07	
028479	1/17/2024	Cox Communications	Phone Service for Dec 26, 2023 to Jan 25, 2024	317.70
028480	1/17/2024	Southern California News Group	CL-PBN-240116 Public Hearing 3 Properties	922.58
028481	1/17/2024	Executive Suite Services Inc.	December 2023 Janitorial Services	1,150.00
028482	1/17/2024	GPA CONSULTING	Project # 918 Vegetation Management - Nov. 2023	1,595.00
028483	1/17/2024	County of Los Angeles	Building & Safety Services for Sept and Oct 2023	11,268.19
028484	1/17/2024	League of California Cities	Cal Cities Annual Membership Dues for 2024	1,255.00
028485	1/17/2024	MV CHENG AND ASSOCIATES	Monthly Accounting Services December 2023	8,753.75
028486	1/17/2024	NV5, INC.	December 2023 Services- CORH-22-11241 Flow	1,045.00
028487	1/17/2024	Palos Verdes Peninsula Unified	School Security Reimbursement 09/29/23 thru 12/28/23	560.75
028488	1/17/2024	R.H. Farm, LLC	Refund of Fees - 69 Portuguese Bend Road	1,650.00
028489	1/17/2024	Race Communications	Race Communications Fiber January 2024	1,020.00
028490	1/17/2024	Women's Community Club of Rolling	RH Women's Community Club - Snow Day	868.64
ACH-445	1/18/2024	Abila	Finance Software 01-18-24 to 02-17-24	349.66
ACH-446	1/2/2024	CalPERS	Payment 01-01-24 PERS Health	13,144.16
ACH-447	1/18/2024	California Water Service Co.	Water Usage 11-29-23 to 12-28-23_Rancho #74654	382.92
ACH-448	1/18/2024	California Water Service Co.	Water Usage 11-29-23 to 12-28-23 Rolling Acct #54654	1,004.73
ACH-449	1/10/2024	Forum Info-Tech. Inc./Levelcloud	January 2024 IT Cloud Hosting	5,352.60
ACH-450	1/16/2024	Robert Half	Temp Admin Staff P/E 01-05-24	820.56

ACH-451	1/16/2024	Robert Half	Temp Admin Staff P/E 01-12-24	1,367.60
ACH-452	12/29/2023	Vantagepoint Transfer Agents -	Deferred Comp Contributions PR Ending 12-26-23	57.01
ACH-453	1/5/2024	Xpress Bill Pay	Online Bill Pay Service - December 2023	35.00
PR LINK	1/12/2024	PR LINK - Payroll & PR Taxes PR#1	Payroll Processing Fee PR#1_12/26/23 - 01/09/24	69.91
PR LINK	1/12/2024	PR LINK - Payroll & PR Taxes PR#1	Pay Period PR#1_12/26/23 - 01/09/24	18,599.45
REPORT TOTAL				86,550.78

I, Karina Banales, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of
\$ 86,550.78 for the payment of above items.


Karina Banales, City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.A
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ALAN PALERMO, PROJECT MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: UPDATE ON THE CITY HALL ADA IMPROVEMENT PROJECT AND PACIFIC ARCHITECTURE AND DESIGN'S REQUEST FOR ADDITIONAL BUDGET TO COMPLETE RESPONSES TO PLAN REVIEW COMMENTS

DATE: January 22, 2024

BACKGROUND:

On May 31, 2023, the City Hall ADA Improvement project plans were re-submitted to Los Angeles County Building & Safety (LACBS) after addressing initial plan review comments. The expectation was that reviews and approvals by LACBS would be completed in July 2023 and ready to solicit construction bids in late summer.

On June 26, 2023, staff presented an update on the status of the City Hall ADA Improvement project to the City Council. Due to a backlog at LACBS, as well as coordination with other County departments requiring project review, the plan check continued through November 2023.

On November 9, 2023, the City received notification from Pacific Architecture and Engineering (PAE) that LACBS had returned plan review comments requesting ADA upgrades/grading in the parking lot and path of travel to the sidewalk at Palos Verdes Drive North, additional structural details, and some other minor comments. PAE also informed staff that the Los Angeles County Health and Fire Departments required payment of fees for their portion of the plan check before documents could be finalized. While LACBS can waive review fees for public projects, the other departments cannot.

PAE notified the City that the plan review comments required additional design work outside the existing project scope; therefore, additional budget is required to complete the improvement plans for this project. Staff requested and received a comprehensive itemized cost to complete the additional service requests covering plan completion through LACBS approval. This additional service request is attached.

On January 9, 2024, City Staff met with PAE to discuss the additional costs addressing

LACBS comments. The City also contacted LACBS to discuss several plan review comments and determine if any of the requested ADA improvements would be required for the City Hall Improvement project or could be waived/deferred.

DISCUSSION:

PAE's additional scope of work is as follows:

1. Prepare ADA Parking layout per plan check comments - (\$3,000)
2. Prepare path of travel per plan check comments - (\$4,000)
3. Vault opening - (\$3,000)
4. Design for Interior Window - (\$2,000)
5. Design for insufficient existing opening into Council Chambers - (\$2,000)
6. Revise Mechanical Drawings update per replacement - (\$5,000)
7. Revise Title 24 documents - (\$3,500)
8. Plan check additional time for address not recognized - (\$1,000)

Total: \$23,500

Staff's findings, comments and recommendations are as follows:

Items 1 and 2 - After discussion with LACBS, and CJPIA, these can be deferred and/or waived. CJPIA does recommend restriping existing ADA space and placing signage.

Item 3 - This is for the creation of a new doorway into the Architectural vault. While staff does not see the need to change the configuration of the existing entrance and create another, this is already included in the existing plans, and changing them to remove it would incur some costs to revise the plans. As a result, this is considered a legitimate and reasonable additional service request.

Item 4 - This item was added at the behest of Council member Dieringer and agreed to by the City Council. As a result, this is considered a legitimate and reasonable additional service request.

Item 5 - Due to the load-bearing nature of the wall, this is considered a legitimate and reasonable additional service request.

Item 6 - This item proposes to update the construction project's mechanical drawings to reflect the recently replaced HVAC system and is PAE's preference/recommendation to avoid any confusion during the bid and construction phases. The other option is to provide the HVAC as-built drawings separately with the City Hall ADA Improvement Project bid set and Construction documents.

Item 7 - This is being reviewed by PAE. The HVAC Replacement Project included Title 24 documents and took into account the future City Hall ADA Improvement Project expansion and modifications. These title 24 documents were forwarded to PAE.

Item 8 - Staff believes some of these additional costs could have been avoided if PAE had simply requested the City intervene with LA County at the outset. Despite staff's belief, the requested amount, or some percentage thereof, is considered a legitimate and reasonable additional service request.

During the meeting, it was agreed the additional fees for the Bid Phase (\$3,000) and Construction Administration (\$7,500) could be deferred to a future date once the project proceeds into those phases.

The City Hall ADA Improvement Project plans are nearly complete but require some final effort and coordination to finalize and have been approved by LACBS. PAE and staff are present to answer your questions and receive direction regarding the completion of the plans for this project.

FISCAL IMPACT:

While the total amount for Items 1-8 totals \$23,500, Staff recommends the Council approve a not to exceed amount of \$8,000.

RECOMMENDATION:

Receive and file. Provide direction to staff.

ATTACHMENTS:

[CL_AGN_240122_CC_PAE_CityHall_ADA_AdditionalCostProposal_.pdf](#)



PACIFIC ARCHITECTURE AND ENGINEERING, INC.

1137 SECOND ST, SUITE 214
SANTA MONICA, CA 90403
(310)405-3878

January 07, 2024

Subject: Proposal for City of Rolling Hills ADA Improvement Design Additional Services

Pacific Architecture and Engineering, Inc., is pleased to submit this proposal for engineering services for ADA Improvements at City Hall.

Scope of Work:

Additional scope of work is as follows:

1. Prepare ADA Parking layout per plan check comments(\$3,000)
2. Prepare path of travel per plan check comments(\$4,000)
3. Vault opening (\$3,000)
4. Design for Interior Window(\$2,000)
5. Design for insufficient existing opening into Council Chambers(\$2,000)
6. Revise Mechanical Drawings update per replacement(\$5,000)
7. Revise Title 24 documents (\$3,500)
8. Plan check additional time for address not recognized.(\$1,000)

Exclusions: City to provide survey, Geotech report, hazardous materials testing and specifications, Hydrology not included.

Fee

Design	Bid	CA
\$25,500	\$3,000	\$7,500

Time and Material Not to exceed TOTAL: \$36,000

We appreciate the opportunity to present this proposal. If you have any questions please contact me for any further information you may need at (310)405-3878 or jun@pacific-ae.com

Sincerely,

Jun Fujita Hall, AIA, LEED AP BD & C, Lic# C 30954

Principal Project Manager, Pacific Architecture and Engineering, Inc.

310-405-3878

jun@pacific-ae.com



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.B
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE POTENTIAL 25% LOCAL MATCH REQUIREMENT AMOUNT OF APPROXIMATELY \$405,250 FOR A RECENTLY SUBMITTED APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM TO ADDRESS ADDITIONAL FIRE FUEL ABATEMENT IN ROLLING HILLS' KLONDIKE CANYON

DATE: January 22, 2024

BACKGROUND:

In 2020, the Federal Emergency Management Agency (FEMA) awarded the City \$1M from the Hazard Mitigation Grant Program (HMGP) to create defensible space/fuel breaks. The project was divided into two phases, with the first phase (environmental assessment) being completed in February 2022. FEMA is currently in its review process for Phase 1, which must be completed before it releases funds for Phase 2 (removal of fire fuel). In August 2023, the City requested that the California Governor's Office of Emergency Services (CalOES) help provide further clarity on a timeline for FEMA's approval to begin Phase 2 on the original HMGP. As of January 2024, the City still has no clarification from CalOES.

At the March 27, 2023 City Council meeting, staff reported to the City Council that FEMA made another round of HMGP funds available through CalOES. The Los Angeles County Fire Department (LACoFD) advised the City to continue seeking grant funds to perform similar work elsewhere in Rolling Hills to mitigate wildfire risks further.

In 2019, MNS Engineers, Inc. (MNS) provided technical assistance to the City in submitting two utility undergrounding grant projects through the FEMA/HMGP. The City was successful in both applications and received nearly \$4M of grant funds for these projects. Because of MNS's familiarity with the HMGP requirements and the City of Rolling Hills, staff requested that they provide a proposal for this new FEMA funding opportunity to prepare and submit the grant application - including the preliminary "Notice of Intent" (NOI).

On April 24, 2023 the City Council approved a professional services agreement with MNS for

a not-to-exceed amount of \$10,000 to prepare and submit the NOI. The NOI was submitted prior to the May 10, 2023 deadline.

On May 31, 2023, the City received approval from CalOES for the submitted NOI titled "Rolling Hills Vegetation Management 2023 Project" as an eligible HMGP activity. Phase 1 of the project will complete the required environmental clearance, and Phase 2 will focus on vegetation removal.

On July 10, 2023, the City Council approved a fee of \$30,470, proposed by MNS, to prepare the formal grant application by August 4, 2023.

Staff and MNS participated in Technical Assistance Calls with CalOES to discuss project scoping and associated benefit-cost analysis. As a result, the submitted grant application requests \$1,621,000 in federal funds and will require a local match of approximately \$405,250 (over the anticipated three years of the project). The project's focus is within Klondike Canyon and would reduce the risk of wildfire by mitigating fuel continuity, possible fire spread, and extreme fire behavior within the identified area.

On August 28, 2023, City staff brought this same item forward to the City Council for potential approval. During the discussion, concerns were expressed regarding the current CalOES/FEMA HMGP and the long delays in gaining approval for the Phase 1 environmental work. Aside from some recent meetings with FEMA's evaluation staff in November of 2023, staff, unfortunately, does not have any further insight or information into when or if this grant will move into a Phase 2 portion that allows for the removal of vegetation. The unanimous motion that evening was to table the item until more information could be presented to the City Council on both the progress of the existing Vegetation Management Grant and the full scope of the proposed grant.

The grant was submitted on August 4, 2023, and is still undergoing internal review at CalOES through January 2024. If moved forward to FEMA, it will then undergo review at the Federal level from January 2024 through early Summer.

DISCUSSION:

This action is to inform the City Council of the potential local match obligation if FEMA ultimately approves the grant. Considering the Council's expressed concerns on August 28, 2023, and the fact that staff cannot, at this time, provide any further clarity to the process of the existing HMGP, staff is seeking direction and/or a decision as to whether the City should inform CalOES that the current Klondike Canyon sub-application be pulled from consideration, or should the City plan to build a local match into the budget(s) for the coming years.

To date, in preparation of the NOI and grant sub-application for a second Vegetation Management HMGP, the City has spent \$5,080 (NOI) and \$25,350 (sub-app) for a total of \$30,430.

FISCAL IMPACT:

The HMGP grant request of \$1.6 million requires a City match of approximately \$405,250 spread over three years of the project. The funding source would be the City's General Fund

Reserves (approximately \$135,083 over three successive fiscal years once the grant has been approved).

RECOMMENDATION:

Approve as presented or provide direction to staff regarding grant sub-application termination.

ATTACHMENTS:

[GR_OES_230804_MNS_HMGP_Subapplication.pdf](#)

HMGP Subapplication - General Criteria

General Information

Sub-Applicant Name(Entity)	Rolling Hills, City of
Sub-Applicant Type	City
Street Address	2 Portuguese Bend Road
City	Rolling Hills
State	CA
Zip	90274
County	Los Angeles
Region	Southern
Subapplication Due Date	August 4, 2023

#	Title	First Name	Last Name	Phone Number	Email	Roles
1	City Clerk / Exec. Asst. to the City Manager	Christian	Horvath	(310) 377-1521	chorvath@cityofrh.net	Primary Contact;Responsible Representative
2	Senior Grant Writer	Monica	Killen	(909) 313-1086	mkillen@mnsengineers.com	Contributor
3	Interim City Manager	David H.	Ready	3103771521	dready@cityofrh.net	Responsible Representative
4	Principal Project Manager	Greg	Jaquez	(323) 797-1498	gjaquez@mnsengineers.com	Contributor

Role Name	Description
Responsible Representative (subapplication employee authorized to apply for, accept, and manage Federal grant funding)	Manage user roles, view subapplication, edit subapplication, send Maintenance and Match Commitment letters, manage Requests for Information(RFI), Submit the subapplication.
Primary Contact (subapplication employee)	View subapplication, edit subapplication, send Maintenance and Match Commitment letters, and manage Requests for Information(RFI).
Contributor (may be consultant)	View subapplication, and edit subapplication
Viewer	View the subapplication

US Congressional District(s) benefitting from mitigation 36

Assembly District(s) benefitting from mitigation 66

Senate District(s) benefitting from mitigation	24
Federal Information Processing Number (FIPS #)	037-62602
Unique Entity Identifier (UEI #)	018945170
Is this a phased project?	Yes

Subapplication Information

Application Type	Examples:
Planning	Activities include developing a new hazard mitigation plan or updating a current mitigation plan.
Planning Related	Activities include: Updating or enhancing sections of the current FEMA-approved mitigation plan, integrating information from mitigation plans with other planning efforts, building capacity through delivery of technical assistance and training, evaluating adoption and/or implementation of ordinances that reduce risk or increase resilience.
Project	Activities involve construction and/or physical work. Examples: acquisition demolition/relocation, debris basin, structural elevation, structural seismic retrofit, hazardous fuels reduction, defensible space, generator(s) (If benefit cost analysis (BCA) feasible).
Advance Assistance	Activities can be used to develop mitigation strategies and obtain data to prioritize, select, and develop mitigation projects and complete applications. Examples: evaluation of facilities or areas to determine mitigation actions, collect data for BCA and environmental historical preservation compliance, conduct engineering designs and feasibility studies, conduct hydrologic and hydraulic studies and cost estimation.
5% Initiative	Activities are defined as mitigation actions that meet all HMGP requirements but may be difficult to evaluate against traditional program cost-effectiveness criteria. Examples such as early warning systems, post-disaster building code enforcement, public awareness and education for mitigation campaigns, hazard identification or mapping, new techniques/methods of mitigation, and generator(s) (if protecting a critical facility and if there is insufficient data to evaluate a generator project using a standard HMA-approved Benefit-Cost Analysis (BCA) method).

Subapplication Type Project

Project Type	Activities:
Acquisition Demo-Relocation	Purchase of properties on a voluntary basis in order to remove structure(s) from natural hazards (flood/landslide/avalanche). Structures must be demolished or relocated outside hazard area. **As referenced in the Hazard Mitigation Assistance Guidance: Property Acquisition and Structure Demolition Projects, Property Acquisition and Structure Relocation Projects
Drainage/Flood Control	Stormwater management projects, including the construction, installation, or improvement of culverts, drainpipes, pumping stations, floodgates, rock, straw and log dams, drainage dips, and detention or retention basins. Flood protection measures for water and sanitary sewer systems or other utility systems. Slope stabilization or grading to direct flood waters away from homes, schools, businesses, utilities, or governmental facilities. Flood protection and stabilization measures for roads and bridges construction, demolition, or rehabilitation of: Dams, Dikes, Levees, Floodwalls, Seawalls, Groins, Jetties, Breakwaters, Stabilized sand dunes, Large-scale channelization of a waterway Vegetation management for shoreline stabilization (coastal, riverine, riparian, and other littoral zones) Soil stabilization and erosion control activities. Drought mitigation activities.

	**As referenced in the Hazard Mitigation Assistance Guidance: Localized Flood Risk Reduction Projects, Non-Localized Flood Risk Reduction Projects, Soil Stabilization, Infrastructure Retrofit, Green Infrastructure
Elevation-Floodproofing	Elevation: Construction to elevate structures above the base flood elevation. Dry Floodproofing: Implementation of techniques to seal the structure from floodwaters. **As referenced in the Hazard Mitigation Assistance Guidance: Elevation (Structure Elevation); Dry Floodproofing (Dry Floodproofing of Historical Residential Structures, Dry Floodproofing of Non-Residential Structures)
Seismic Retrofitting	Retrofitting homes or buildings structurally or non-structurally to reduce damages from earthquakes. **As referenced in the Hazard Mitigation Assistance Guidance: Structural Retrofitting of Existing Buildings, Non-Structural Retrofitting of Existing Buildings and Facilities
Wildfire & Vegetation Management	Defensible space: Creation of perimeters around homes, structures and critical facilities through the removal or reduction of flammable vegetation. Ignition-resistant building materials: Application of ignition-resistant techniques and/or noncombustible materials on new and existing homes, structures and critical facilities. Fire suppression systems: Exterior sprinkler systems to help extinguish flames and prevent the spread of fire to nearby buildings or combustible vegetation. Fuels reduction/vegetation management: Removal of vegetative fuels proximate to at-risk structures that, if ignited, pose a significant threat to human life and property, especially critical facilities. Post-wildfire flooding prevention and sediment reduction measures: Preventative measures that protect property at the base of slopes made vulnerable to erosion and/or flooding because of loss of vegetation or changes in soil composition post-wildfire. **Hazard Mitigation Assistance Program and Policy Guide: 2023
Mitigation Reconstruction	Construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed. **As referenced in the Hazard Mitigation Assistance Guidance: Mitigation Reconstruction
Generator(s)/Other Power Source(s)	Installation of generator(s) or other power source(s) (such as a micro-grid) which provides a secondary source of power to a critical facility. Examples: police and fire station, hospitals, water and sewer treatment plant. **As referenced in the Hazard Mitigation Assistance Guidance: Generators
Tsunami Vertical Evacuation	Construction of an evacuation tower which is utilized during a tsunami event to escape the tsunami and debris wave.
Safe Room/Shelter	Construction of safe rooms to provide protection for people in public and private structures from tornado and severe wind events. This type of project includes retrofits of existing facilities or new safe room construction projects. **As referenced in the Hazard Mitigation Assistance Guidance: Safe Room Construction
Utility and Infrastructure Protection	Measures to reduce risk to existing utility systems, roads, bridges and other critical infrastructure. Activities may include retrofitting, relocation, and / or other measures to protect utilities and infrastructure from natural hazard impacts. Other activities such as replacing or retrofitting electrical transmission or distribution utility pole structures, and replacing water systems that have been burned and have caused contamination may also be considered under this category.

Request For Information

HMGP Subapplication-Scope of Work

Project Information

Project/Plan Title

Rolling Hills Vegetation Management Project 02

Brief Summary

This wildfire and vegetation management project will reduce the risk of wildfire at Klondike Canyon within the Rolling Hills community by reducing risks for fuel continuity, fire spread, and extreme fire behavior along these sites. The project will be phased and includes phase 1 to complete design and environmental clearance, and phase 2 for vegetation removal and addition of new native vegetation. The outcome of this phased project includes a reduced risk of human life and loss of property through defensible space and vegetative management at Klondike Canyon for a cost of approximately \$1,621,000 (\$1,215,750 Federal request and \$405,250 local match). The City will use general funds reserves to satisfy the local match requirement. The City of Rolling Hills is designated as a Very High Fire Hazard Severity Zone (VHFHSZ) by the Los Angeles County Fire Department (see Map attachment) and considered at-risk. The City has historically been subject to fires/wildfires threatening loss of life and property. A benefit cost analysis (BCA) was conducted and the ratio for this project is 13.24 with total mitigation benefits totaling \$24,202,729. The project useful life is 50 years and the number of buildings protected by this project is 702. The City abuts more than three (3) miles of wildland-urban interface (WUI), where undeveloped wildland and vegetative fuels meet homeowners' properties, both in the adjacent nature reserve and the steep-slope canyons that run through the incorporated land. According to the Society of American Foresters, the WUI zones have the most "tremendous risks to life, property, and infrastructure...and is one of the most dangerous and complicated situations firefighters face." As a result of this designation, the City recognizes the severity of its vulnerability to fire and has developed a number of community fire mitigation tactics that includes ordinances, policies, public outreach, and regular communication with its residents. Between December 2020 and February 2021, the Los Angeles County Fire Department (LACOFD) conducted site visits in Rolling Hills to identify priority locations. The LACOFD assessed 11 canyons and prioritized canyons based on directional winds. Based on fire history maps, Klondike Canyon was identified as a south facing canyon with the highest risk for a wildfire in the future. After reviewing LACOFD's assessment, the City determined Klondike Canyon was the best candidate for this project.

Activity Location Latitude

33.748243

Activity Location Longitude

-118.346689

Has a full subapplication for this project been submitted to OES previously	No
Does another Federal entity have primary funding authority for this project	No
Has physical project work already started?	No
Has the project been previously funded under any other federally-administered grant program?	No
Describe how the proposed project is eligible for FEMA HMGP funding as defined by the eligible activities contained in the FEMA Hazard Mitigation Assistance Guidance document	This proposed project is eligible for FEMA HMGP funding since it aligns with the definition for Wildfire Mitigation. According to the 2023 Hazard Mitigation Assistance Program and Policy Guide (p. 103), wildfire mitigation projects mitigate at-risk structures and associated loss of life from the threat of future wildfire. Rolling Hills is primarily a residential community with minimal public structures. Lots in the city are large and many extend into the canyon area. The proposed project serves to create defensible space by creating a 100' perimeter around homes through the removal and reduction of flammable vegetation. The proposed project also reduces fuels through vegetation management. In Rolling Hills, there are non-native vegetation and trees that if ignited, pose a significant threat to human life and property. By removing invasive and non-native brush, grasses, and other dried/dead plants, it reduces the risk of loss of life and property.
Is the Project located in a special Flood Hazard Area?	No

Project Alternatives

No Action	Based on the history of fires in the City and the surrounding communities, with no action, there would be no defensible space in the City. Lack of any fuels reduction/vegetation management to create defensible space within Klondike Canyon. further keeps the city in a vulnerable position to limit fire hazards, which if there is an ignition, poses a significant threat to human life and property.
Proposed Action	This project is phased due to having to complete environmental assessment, other necessary studies finished, and determine which of the three (3) mitigation strategies are best suited for each project site. Design has not started and needs to be completed. Phase 1 will last 500 days, and Phase 2 will last 420 days. Phase 1 consists of NEPA assessment, site survey, boundary survey, and project design. Phase 1 also includes procuring a contract for native plants to ensure there is sufficient time to acquire the native plants for the construction phase since the native plant palette for Rolling Hills is very specific. Phase 2 consists of construction which is comprised of vegetation removal, grading, and planting of new native vegetation.

Due to the period of performance of the grant and proposed location, it would be impossible to complete the design and construction within the

required timeframe. Due to the time needed to complete the environmental assessment and other necessary work, the project must be phased to ensure all environmental requirements are met, feasibility studies are finalized, new native vegetation is available, and design is complete.

Provide a detailed narrative of the hazards to be mitigated against and the impact the hazards present to the community and/or property

Wildfire is the hazard to be mitigated with this proposed project. The Palos Verdes Peninsula is located within a Very High Fire Hazard Severity Zone (VHFHSZ) according to CalFire. Rolling Hills is located in a peninsula with lush landscapes, canyons, & slopes, which poses a very high fire danger threat. Since four communities are connected by canyons, trails, and steep terrain, wildfire can spread quickly between the cities. A brush fire erupted in nearby Rancho Palos Verdes on June 26, 2022, and burned around 2 acres. While the Rancho Palos Verdes fire was quickly contained due to a prompt response by the LA County Fire Department, residents in Rolling Hills were notified of the fire and were ready to evacuate should the fire move in a westerly direction towards Rolling Hills. Combining the elements of fire and wind is a major concern for residents on the peninsula. A seasonal wind phenomenon unique to Southern California are the “Santa Ana” winds that occur during fire season which is typically from June to November. The Santa Ana’s are offshore winds that move from the interior land towards the coast. Santa Ana winds can significantly exacerbate a fire. Should a fire erupt in a high-risk fire zone, the Santa Ana winds can quickly propel a fire to spread and intensify fire conditions. The most recent fire in the City 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 was 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 happened between August 27 & 28, 2009 on the peninsula. The wildfire burned through approx. 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 burned in Rolling Hills. Dozens of homes were threatened and approx. 1,200 residents were forced to evacuate. Although some structures were reported damaged, no homes were lost. On June 22, 1973, a fire crossed city lines and into Rolling Hills and Rancho Palos Verdes. The fire burned 925 acres & destroyed 12 homes.

Provide a detailed description of the area and population that will be impacted by this project.

The proposed project intends to create defensible space in Rolling Hills. The City is in a peninsula with lush landscapes, canyons, and slopes, which poses a very high fire danger threat. Since four communities are connected by canyons, trails, and steep terrain, wildfire can spread quickly between the cities. Rolling Hills is primarily residential with large lots. According to the BCA, this project will affect 1,739 people and 702 buildings will be protected. Rolling Hills has a sizable number of senior citizens with approximately 513 (27.6%) residents that are 65 years or older. Rolling Hills is also considered an equestrian community, where a large percentage of landowners are also horse owners that engage in horse training, horse care, and horseback riding as a part of life. Rolling Hills landscape does have a lot of vegetation that requires residents to maintain. Rolling Hills

does have an ordinance on dead vegetation that requires every person who owns or is in possession of any property, maintain the property, place or area free from any dead or alive tumbleweed or dead tree, shrub, palm frond, or other plant. In addition, the Rolling Hills Community Association (RHCA) bylaws impose deed restrictions that require residents to trim or remove trees and shrubs to acceptable levels so they do not become a fire safety violation.

Number of People or Project(s) Impacted by the Action

1739

HMGP Subapplication-Scope of Work Continued

Problem Statement

Describe the problem to be mitigated

Incorporated in 1957, the City of Rolling Hills is a small 3 square mile city located on the Palos Verdes Peninsula. The City has a population of approximately 1,860 people and 685 single-family one-story homes that are nestled in a rural equestrian community with no traffic lights. Rolling Hills land use pattern was established in 1936 with the sale of parcels around hilly terrain and deep canyons. Rolling Hills has unique geological and topographic constraints. A portion of the City is located on terrain comprised of steep hills and roads with slope elevations between 25-50 percent, deep canyons, and cliffs all surrounded with an abundance of native and non-native vegetation. Rolling Hills is designated as VHFHSZ by CalFire. The area is extremely vulnerable to fire from the wildland-urban interface (WUI) at the Portuguese Bend Reserve, overhead utility lines, and steep canyons filled with chaparral and scrub. In addition, the City abuts more than 3 miles of WUI, where the undeveloped wildland and vegetative fuels meet homeowners' properties, both in the nature reserve and the steep-slope canyons that run through the incorporated land. According to the 1990 General Plan-Safety Element concerning the fire hazard facing the City of Rolling Hills, the plan states, "The City of Rolling Hills is vulnerable to small wildland fire hazards. Brush fires pose the primary threat, especially where residential development lies above chaparral filled canyons. The fuel in the canyons, if ignited, could threaten residences upslope with wind-carried cinders and direct ignition from uncontrolled fires. In the early 1970s serious fires occurred which destroyed homes in the area, illustrating the potential for extensive damage." Additional contributing factors to the severity of the fires are the weather and winds. The "Santa Ana" winds occur during the fire season, which is typically from June to November, although some fire experts now suggest fire season is year-round. This "fire weather" is characterized by hot dry weather and high winds, resulting 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 Rolling Hills during the late summer and fall months, when Santa Ana weather conditions prevail. Plant fuels pose the greatest threat during this period are those located on the south-facing slopes such as Klondike Canyon.

The BCA used modeled damages as the analysis method type and

Trigger event for loss avoidance analysis

residential building for property type. The mitigation action type was defensible space since the area is classified as a Very High Fire Hazard Severity Zone by CalFire. According to the U.S. Census, over 89% of homes in Rolling Hills are valued over \$1 million dollars. Information was gathered from Zillow, out of 159 most recent home sales, only 4 homes sold for under \$1 million dollars. The remaining 155 homes sold between \$1 million and \$16.7 million dollars. Using this data, an extremely conservative building replacement value (BRV) was selected of \$1 million dollars per house. This figure was used to determine a total building replacement value of \$702,000,000. The BCA also looked at value of infrastructure vulnerable to fire within the project area which totaled to \$60,960,000 and \$351,000,00 in the value of building contents. The high BCA ratio of 13.24 further justifies the significance and potential value this project creates for the Rolling Hills community.

Solution Description

What is the mitigation action for Phase 1?

There is no mitigation action during phase 1. Phase 1 is comprised of data collection, design, public outreach, PS&E, and NEPA/CEQA documentation. In addition, during this phase, the procurement of native vegetation will commence with finding vendors to provide the native plants needed for phase 2.

What is the mitigation action for Phase 2?

Phase 2 is project construction. During this phase mitigation strategies discussed in this application will be implemented. The proposed mitigation actions are 1) fuel/vegetation removal and 2) native vegetation planting. The fuel and vegetation removal will be comprised of using mechanical and non-mechanical methods to remove dried/dead, invasive, and non-native vegetation. Mechanical methods include brush mowers and compact graders (as needed). Non-mechanical methods include hand crews and goat herds. Goat herds will be used in areas where the terrain is rugged and steep. The native vegetation planting will be implemented at the proposed location within 100' from a structure. Based on the cost estimate submitted with this application, 9,000 units of native vegetation will be planted. Combined together, once these two mitigation actions are complete, there will be a reduced risk for ignition of a wildfire.

How will this action provide protection from future natural hazards?

The proposed project includes implementing a nature-based solution (NBS) which is the planting of native vegetation through a plant palette endorsed by the City. Approximately 37,000 native plant species will be planted throughout the project site. The type of native species and location of species will be determined during phase 1. The planted native species will be planted together in clusters and spaced as a mosaic on open spaced land. According to the CA Department of Fish and Wildlife most native vegetation is fire-adapted and is drought tolerant. Replacing non-native vegetation with native vegetation will reduce the risk of having fuel that can ignite. In addition, once phase 2 is complete, the City will continue annual maintenance.

Project Deliverables

The following deliverables will be in Phase 1: • Final Grading and

List the Deliverables for Phase 1 of proposed project.

Landscape Plans • Preliminary Alternatives Analysis with Plan Exhibits of Proposed Alternative Vegetation Clearance Methods • NEPA Documentation • Filing of Mitigated Negative Declaration (MND) • Public Outreach with Residents Impacted by the Proposed Project • Plans, Specifications and Estimate (PS&E) • Procurement, Propagation, and Nursery Maintenance of Native Plants

List the deliverables for Phase 2 of proposed project.

The follow deliverable will be in Phase 2: • Construction Bid Preparation, Advertisement and Award • Construction Mobilization • Construction-Fuel/Vegetation Removal and Native Plant Species Plantings • Project Completion Punchlist • Demobilization and Completion • Grant Closeout

Hazard Mitigation Plan Information

Local Hazard Mitigation Plan Status	Adopted
What is name/title of the plan?	City of Rolling Hills Hazard Mitigation Plan
What type of LHMP?	Local Single Jurisdictional Multihazard Mitigation Plan
Applicable Hazard Mitigation Plan Expiry Date	March 6, 2024
Does the project comply with the local hazard mitigation plan?	Yes
Does the project comply with the current California state hazard mitigation plan?	Yes

HMGP Subapplication - Work Schedule

Work Schedule

The intent of the work schedule is to provide a realistic appraisal of the time and components required to complete the project. The work schedule should mirror the Scope of Work and Cost Estimate.

- Describe each of the major work elements and milestones in the description.
- Project Close-Out should be included which must be 3 months in duration.
- A GANTT chart may be provided as supplemental documentation.
- Total project duration must not exceed a 36 month period of performance.

#	Phase	Task Name	Description	Start Month	Duration (Months)
1	Pre-Award	Pre-Award	Pre-Award activities		
2	Phase 1	Task 1 - Project Kickoff, Technical Evaluation & Requirements, and Design Meetings	The project will be initiated through a kickoff meeting between City representatives and the City's consultants. The project team will evaluate, define, and confirm the scope and approach for a preliminary design alternatives analysis. Technical requirements will be determined to address potential points of interest during conduct of public outreach. Design details will be coordinated through subsequent meetings between team members.	1	1

3	Phase 1	Task 2 - Surveying	Field survey will be conducted to produce topographic survey base mapping and identification of parcel boundaries. Topographic base maps and existing utility mapping will be used to determine project implementation methods and final grading and landscape plans.	2	3
4	Phase 1	Task 3 - Preliminary Project Alternatives	A preliminary alternatives analysis will be prepared and will include plan exhibits of proposed alternative vegetation clearance methods and landscape plans. This information will be used in a public outreach effort to confirm the preferred alternatives.	5	2
5	Phase 1	Task 4 - NEPA Documentation	NEPA documentation for this project is expected to involve preparing and filing Mitigated Negative Declaration. Biological studies are anticipated due to the known possible presence of at least one endangered species.	7	12
6	Phase 1	Task 5 - Public Outreach and Coordination	The City will conduct a public outreach effort and engage with residents directly affected by the project and other interested parties. Outreach and engagement will confirm each stakeholders' overall understanding of the project and will gather input. Outreach will occur at the earliest possible time after development of preliminary design alternatives, and thereafter if determined to be necessary. The City has the ability and options to gather stakeholders through a virtual online venue for public meetings.	13	6
7	Phase 1	Task 6 - Final Plans, Specifications, and Estimate	Project plans, specifications, and estimate (PS&E) is scheduled to be parallel processed with the start of public outreach and CEQA documentation in order to deliver the overall project within the required performance period. Design project management support will be provided by a third-party consultant.	18	6
8	Closeout	Closeout	Project Closeout line item	24	3

Total Duration : 26

HMGP Wildfire & Vegetation Management

HMGP - Wildfire & Vegetation Management

Select applicable project type(s):

Defensible Space, Hazardous Fuels Reduction

Describe how the proposed project is designed to protect residential buildings, neighborhoods, non-residential buildings, structures and/or infrastructure from future wildfire hazards and or post-wildfire hazards?

The proposed project is designed to provide defensible space within 100' of residential buildings and neighborhoods located at or near Klondike Canyon. The purpose of this project is to reduce the amount of fuel that can ignite.

Describe who will be implementing the project and the financial arrangements in place.

The City will be the responsible entity for this project and will use general fund reserves for the match. After the project is complete, the City will maintain the area and annually allocate general fund reserves of \$15,000.

Describe the wildfire mitigation treatments proposed, and type of equipment to be used to accomplish the activities.

This project will use a hybrid approach to wildfire mitigation. The first approach will be an emphasis on brush/vegetation removal of dead/dying, invasive, and non-native brush by using non-mechanical equipment such as chainsaws and hand tools and where feasible, mechanical brush mowers and compact graders. Space between vegetation will be created using chainsaws and hand tools. Vegetation will be reduced according to prescribed ratio of size to distance using a 2:1 or greater clearance ratio for the canyon's edge zone (as recommended by Los Angeles County Fire Department). Shrubs and trees will be thinned out by removing branches and create space between vegetation by using chainsaws and hand tools and ensure that branches are not touching other vegetation around it. Trees will be limbed up no less than 1/3 of the tree's height from the ground using chainsaws. Any non-native plants that are left will be clustered into

mosaic groups. The second approach is a nature-based solution by planting native plants to create mosaic landscape clusters of native-based vegetation in cleared areas. Native vegetation will be planted manually. Native species clusters will be placed a distance from any non-native plants to avoid take over by the non-native species. The third mitigation treatment is the use of goat herds at sites that are difficult to access due to steep terrain. The three treatments will be performed at the canyon edge/ridgeline within 200' of any structures. During the design phase (Phase 1), the most appropriate mitigation treatment will be determined.

Describe the existing wildfire mitigation local building, land use, and development codes for the project area.

With a history of fire in Rolling Hills and the surrounding area, the City has taken multiple proactive measures to implement local building codes for residential structures. For example, the City has a citywide smoking ban. The City also requires property owners to create defensible space around their home. Fire Code Section 325.10 defines clearance requirements. Lastly, the City has adopted infrastructure hardening measures such as requiring all structures have a class A roof by 2030. The City Council also adopted an ordinance that prohibited High Hazard Plants from being planted. The City has two nuisances' codes (City Municipal Code Chapter 8.24 Abatement of Nuisance and Chapter 8.30 Fire Fuel Abatement) and are enforced by a dedicated City code enforcement official and the City Attorney. City nuisance code Chapter 8.30 is limited by its terms to dead vegetation of any kind, dead or alive tumbleweeds, and dead palm fronds on living palm trees located on the portion of the property that has a slope equal to or less than 50%. Southern California Edison (SCE) periodically must replace its wooden power poles as part of its ongoing maintenance program and installs new power poles as needed. SCE has started to install power poles constructed of a composite nonflammable material. For existing wooden poles, SCE will begin to wrap wooden power poles with a nonflammable material. SCE is also responsible for power line clearance and non-exempt poles. The property owner is responsible for all other required clearance in the easement. SCE periodically inspects and reduces the height of trees and brush, so they do not encroach in the area of power lines. The City has also been proactive to secure HMGP FEMA funded grants to complete another vegetative management project in the City. The City has also received a grant to complete a utility undergrounding project along a section of Eastfield Drive.

Provide a narrative describing how the proposed action meets the purpose and need of the project.

Rolling Hills and its surrounding communities are at a very high risk for wildfire. The lush landscape in the canyons and topography in the City create conditions that significantly increase the risk for wildfires to ignite, leading to the potential loss of human life and property. The proposed mitigation creates defensible space in an area that is surrounded by residential structures. Targeting the removal of dead/dying, invasive, and non-native plants significantly reduce the risk of debris that can ignite very easily. In addition, the planting of native species vegetation provides a long-term nature-based solution to reduce the number of non-native vegetation species in the area. Adding native species landscaping will result in a drought tolerant canyon. This proposed project is needed due to the frequency of fires on the Peninsula. The last fire occurred in June 2022 in the adjacent city of Rancho Palos Verdes and the last fire in Rolling Hills occurred in October 2018. Furthermore, in winter 2022-23, Southern

	California received higher than average rainfall, which spurred lots of overgrowth of vegetation. Combining these factors together further substantiates the need to perform vegetation management in high-risk areas such as the proposed Klondike Canyon site.
Describe how the proposed mitigation activities significantly reduce the vulnerability of target structures or facilities to the identified hazards?	The proposed project creates 100' of defensible space to residential structures located along the ridgeline Klondike Canyon. The removal of dead/dying, invasive, and non-native vegetation reduces the risk of providing fuel to a wildfire should one ignite or cross over into Rolling Hills. Since Rolling Hills has rural characteristics that includes large lots that include steep terrain with non-native vegetation, it is necessary to address this vulnerability by implementing a nature-based solution. Once the project is complete, new defensible space will be created. The following information about the project are: Klondike Canyon- Perimeter 10,350 LF of defensible space area equals to 2,070,000 SF which amounts to 47 acres. The amount of defensible space is significant and will contribute towards reducing the risk of loss of human life and property should a wildfire occur in the area.
Do the proposed mitigation activities include the removal of vegetation or fuels?	Yes
Do the proposed mitigation activities include the use of herbicides and/or biological controls?	No
Do the proposed mitigation activities include seeding and/or the planting of vegetation?	Yes
If yes, provide the proposed seed type and brand (if known) and describe the proposed methods.	The project includes planting approximately 9,000 native plants within Klondike Canyon. The selection of native plants will be based on common native vegetation found in the area. Examples of common native vegetation in Rolling Hills are: California Buckwheat, Lemonade Berry, Oak, Sugarbrush, and Toyon. Currently, the City has a palette of common native vegetation which includes these suggested types of greenery on the City website. The plant palette provided by the City will be procured for this project. The City proposes to plant the native vegetation manually in cleared areas and clustered together. The location of native planting will be determined during phase 1 and will be completed after initial clearing and removal of dying/dead, invasive, and non-native brush removal. It is widely known that native vegetation is more resistant to drought and less likely to die in low-water seasons. According to the California Department of Fish and Wildlife, most of California native vegetation are fire-adapted and serve as an important strategy to mitigate the likelihood and impact of high severity fires.
Confirm the subapplication includes only eligible wildfire mitigation activities?	Yes
If the proposed activities are hazardous fuels reduction, are the wildfire mitigation proposed methods eligible?	Yes
If yes, is the cost of treatment less than or equal to \$5,250.00 per acre?	

Provide a statement that a draft of the Operations and Maintenance Plan (OMP) to maintain the treatment area throughout the useful life of the project will be provided at closeout.

The City has signed a maintenance commitment letter that includes allocating \$15,000 in city General Funds to maintain the area annually. The letter is attached to this application.

If the project proposes ground disturbance, has a consultation with the State/Tribal Historical Preservation Office been conducted?

No

If yes, cite relevant code and attach.

What is the total combined acreage for all treatment areas included in the project area?

47

HMGP Project Site List Wildfire & Vegeta

Project Site(s)

Have all specific sites where project work will be conducted been identified?

Yes

What is the percentage level of design?

0

If you do not know all of the specific projects where work will be completed, or if your design level is below 60% this will need to be a Phased Project. You will need to submit a new NOI. Contact your HMA Grants Specialist or send an email to hma@caloes.ca.gov, referencing this subapplication by the AP # and request a conversation about phasing the project.

Site Inventory

Please complete the site inventory for all project sites, please ensure to add the required photos to each project site as uploaded files.

#	Site Name	Site Address
1	PS-01663	, Los Angeles, Rolling Hills, CA, 90274

HMGP Subapplication - Project Cost Estimate

Project Cost Estimate

#	Phase	Cost Type	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate Total	Pre Award Cost	Cost Estimate Narrative
1	Phase 1	Contractor/Consultant	Subapplication Preparation	1	Lump Sum	\$ 30,000.00	\$ 30,000.00	true	Assistance with project scope definition, scope development, cost estimation, and subapplication preparation.

2	Phase 1	Contractor/Consultant	Native Landscape Nursery	9000	Each	\$ 20.00	\$ 180,000.00	false	Acquire, propagate, maintain nursery stock for Phase 2 planting.
3	Phase 1	Contractor/Consultant - Design/Engineering	Boundary Survey	1	Lump Sum	\$ 40,000.00	\$ 40,000.00	false	Determine private parcel boundaries.
4	Phase 1	Non-Contract Professional Services	Legal Services	1	Lump Sum	\$ 40,000.00	\$ 40,000.00	false	Legal support on parcel boundaries determination.
5	Phase 1	Contractor/Consultant - Design/Engineering	Site Survey	1	Lump Sum	\$ 40,000.00	\$ 40,000.00	false	Topographic survey for site planning, cost estimation, and base mapping for landscape plans.
6	Phase 1	Contractor/Consultant - Design/Engineering	Project Design	1	Lump Sum	\$ 160,000.00	\$ 160,000.00	false	Project delivery plan, landscape plans, specifications.
7	Phase 2	Contractor/Consultant - Construction	Mobilization, Bonds & Insurance	1	Lump Sum	\$ 40,000.00	\$ 40,000.00	false	Mobilize personnel, equipment. Procure and stage materials. Secure performance bonds and insurance.
8	Phase 2	Contractor/Consultant - Construction	Project Safety and Traffic Control	1	Lump Sum	\$ 30,000.00	\$ 30,000.00	false	Signage, barricades, and flagmen.
9	Phase 2	Contractor/Consultant - Construction	Stormwater Managment	1	Lump Sum	\$ 15,000.00	\$ 15,000.00	false	Application of stormwater BMPs according to state General Permit.
10	Phase 2	Contractor/Consultant - Construction	Vegetation Clearing	12	Acre	\$ 8,000.00	\$ 96,000.00	false	Vegetation clearance and tree limbing by means of manual labor, mechanical equipment, and goat herd deployment.
11	Phase 2	Contractor/Consultant - Construction Mgmt	Construction Management and Inspection	1	Lump Sum	\$ 110,000.00	\$ 110,000.00	false	Construction management, scheduling, inspection, daily and periodic reports, invoice control.
12	Phase 2	Contractor/Consultant - Construction	Grading	400	Cubic Yard	\$ 80.00	\$ 32,000.00	false	Minor grading for drainage and site preparation for planting.
13	Phase 1	Contractor/Consultant - EHP	NEPA Assessment	1	Lump Sum	\$ 180,000.00	\$ 180,000.00	false	NEPA documentation (possible MND) and biological studies.
14	Phase 2	Contractor/Consultant - Construction	Offsite Mitigation	1	Lump Sum	\$ 100,000.00	\$ 100,000.00	false	Potential habitat restoration.
15	Phase 2	Contractor/Consultant - Construction	Native Landscape Planting	74000	Square Foot	\$ 7.00	\$ 518,000.00	false	Planting native groundcover, shrubs, and trees.
16	Phase 2	Contractor/Consultant - Construction	Roadway Surfacing	1	Lump Sum	\$ 10,000.00	\$ 10,000.00	false	Create vehicle access and repair pavement damage.
							\$ 1,621,000.00		

Project Site Cost Estimate

HMGP Cost Review

COST REVIEW

Phase 1 Project Costs \$ 670,000.00

Phase 2 Project Costs \$ 951,000.00

Total Project Cost	\$ 1,621,000.00
Non-Federal Cost Share (Match)	\$ 405,250.00
Non-Federal Cost Share (Match) Percentage	25%
Federal Share Request	\$ 1,215,750.00

HMGP-Maintenance Commitment

MAINTENANCE & REPORTING COMMITMENT

This acknowledgment of Maintenance & Reporting Commitment is to confirm the Subapplicant/Subrecipient is committed to perform the necessary maintenance for the entire useful life of the project, once completed. The entity responsible for maintenance is allocating the annual budget amount that will allow maintenance to occur as needed to ensure the project building/facility/area remains in good repair and operational.

To justify Hazard Mitigation Assistance funding, California is required to report to FEMA on the performance of completed mitigation measures. This acknowledgment of Reporting Commitment confirms that the Subapplicant/Subrecipient is committed to report on the performance of funded mitigation measures when tested by natural hazard events for the entire useful life of this project.

Process: Complete the fields below. The information provided here will automatically populate a templated Maintenance & Reporting Commitment letter to be signed by a Responsible Representative identified by you below. The Responsible Representative must be a high-level person from the subapplicant entity who is authorized to commit the entity to request and receive grant funding. The Responsible Representative cannot be a contractor or a consultant. After you click the “Add Responsible Representative” button to provide the contact information for the Responsible Representative, click “Send for Signature.” The individual will receive an email notification from DocuSign with a link to access and sign the commitment letter. The Signature Status below will reflect “Sent For Signature.” Once signed, the letter will automatically upload to the subapplication.

Maintenance & Reporting Commitment Letter Date	August 3, 2023
Subapplicant Name	Rolling Hills, City of
Subapplicant Mailing Street	2 Portuguese Bend Road
Subapplicant Mailing City	Rolling Hills
Subapplicant Mailing State	CA
Subapplicant Mailing Postal Code	90274
Disaster Number	Rolling Application
Control number	AP-01187
Entity Responsible	City of Rolling Hills
Number of years of maintenance	0
Project Building/Facility/Area	Klondike Canyon, Willow Canyon & Georgeff Canyon

Annual Maintenance Amount	\$ 15,000.00
What are the Past Maintenance Tasks Involved?	None- New Project
What are the Future Maintenance Tasks Involved?	The project does not feature constructed infrastructure. Rather, it is a canyon management project of existing landscaping or brush that will require best practices in a high-fire severity zone for initial cleanup and then periodic maintenance. Maintenance activities include trimming, mowing, removal of non-native or high fire prone foliage, limbing up, spacing, and other vegetation management techniques as needed.
Future Maintenance Schedule	Annually
Future Cost of Maintenance	\$ 0.00
Source of Future Maintenance Funds	General Fund (Reserves)

Responsible Representative Confirmation

#	Title	First Name	Last Name	Phone Number	Email	Signature Status
1	Interim City Manager	David H.	Ready	3103771521	dready@cityofrh.net	Signed

HMGP - Match Commitment

Match Commitment Letter

As a part of the Hazard Mitigation Grant Program process, a Non-Federal Share (Match) of at least 25% of the total project amount is required. This acknowledgment is to confirm the Subapplicant/Subrecipient commitment to meet the Non-Federal Share (Match) funding requirement.

Process: Complete the fields below. The information provided here will automatically populate a templated Match Commitment letter to be signed by a Responsible Representative identified by you below. The Responsible Representative must be a high-level person from the subapplicant entity who is authorized to commit the entity to request and receive grant funding. The Responsible Representative cannot be a contractor or a consultant. By sending this document for signature, you are acknowledging the requirements outlined here. After you click the “Add Responsible Representative” button to provide the contact information for the Responsible Representative, click “Send for Signature.” The individual will receive an email notification from DocuSign with a link to access and sign the commitment letter. The Signature Status below will reflect “Sent For Signature.” Once signed, the letter will automatically upload to the subapplication.

Please be Advised:

If additional federal funds are requested, an additional Non-Federal Share (Match) funding commitment letter will be required.

If a funding source is from outside the Subapplicant entity, upload documentation supporting the funding commitment and availability of funding.

Match Commitment Letter Date	August 3, 2023
Sub-Applicant Name(Entity)	Rolling Hills, City of
Control Number	AP-01187

Non-Federal Cost Share Source	Local Agency Funding
Name of Funding Source(s)	City of Rolling Hills
Funding Type	General Fund (Reserves)
Federal Share Amount Requested	\$ 1,215,750.00
Non-Federal Share (Match) Commitment	\$ 405,250.00
Non-Federal Share (Match) Availability Start Date	July 1, 2023
Is there an expiration date of the Non-Federal Share (Match)?	No

CONFIRMATION

#	Title	First Name	Last Name	Phone Number	Email	Signature Status
1	Interim City Manager	David H.	Ready	3103771521	dready@cityofrh.net	Signed

HMGP Subapplication - Benefit Cost Analysis

Benefit Cost Analysis

Was cost effectiveness determined by using pre-calculated benefits?	No
Was the current version of the FEMA Benefit Cost Analysis Toolkit utilized to determine the benefit cost ratio for the proposed project?	Yes
What are the total costs in the BCA?	\$ 1,828,011.00
What are the total benefits in the BCA?	\$ 24,202,729.00
What is the Benefit Cost Ratio (BCR)?	13.24

Grant Management Cost Application

HMGP Grant Management Cost Application

Subrecipient Grant Management costs are available at no more than 5% of the final project cost to subrecipients who apply and can meet all Federal grant requirements. Subrecipients must provide a detailed budget of the management cost request per 2 CFR 200.403, which is subject to Cal OES/FEMA approval. Reimbursement is based on documented actual cost.

For further clarification, grant management is different than project management. Grant management activities are to manage the grant (Subapplication Development, Quarterly Reporting, Reimbursement Submission). Project management is to manage the actual physical project itself (construction oversight, project scheduling and coordination, project meetings).

FEMA Definition of Management Costs: Any indirect cost, any direct administrative cost, and any other administrative expenses associated with a specific project under a major disaster, emergency, or disaster preparedness or mitigation activity or measure.

Directions: For each applicable category, provide a total estimated cost. Refer to the Management Cost examples below for costs that may be included. For the Narrative field, include a detailed description of work for each cost, including methodology used to estimate each cost. example, if your cost estimate includes your agency's time, include estimated hours, personnel titles, and salary/hourly wages plus benefits for a hourly cost. Additionally, describe how these costs will be used through the life of the grant.

Total Federal Cost Share \$ 1,215,750.00

Maximum Eligible Management Cost \$ 81,050.00

Management Cost Budget Breakdown

A. Pre-Award: Subapplication development, community outreach, meetings related to Subapplication development.

#	Expense Name	Amount	Description
1	Subapplication Development	\$ 30,000.00	Refinement of project scope and cost estimate. Subapplication development. Assistance by consultant.
		\$ 30,000.00	

B. Staff Time - Salary or hourly employee time to manage technical monitoring, quarterly reporting, technical assistance, and the reimbursement and close-out process.

#	Position	Hourly Rate	Hours	Amount	Description
1	Quarterly Reporting	\$ 140.00	120	\$ 16,800.00	Prepare quarterly reports on project progress and validation of expenses for the term of the project.
2	Reimbursement Requests	\$ 110.00	80	\$ 8,800.00	Verify project invoices with project contract and scope of work in grant agreement. Prepare and submit reimbursement request documentation.
3	Project Management	\$ 180.00	140	\$ 25,200.00	Monitoring and directing resources for Phase 1 and Phase 2 overall delivery, technical oversight, budget control, personnel management, contract management.
				\$ 50,800.00	

C. Travel - Cost to attend professional development training course directly related to implementation of the Hazard Mitigation Grant.

D. Equipment - Cost directly related to implementation of Hazard Mitigation Grant.

E. Supplies - Supply cost directly related to implementation of the Hazard Mitigation Grant, such as printer materials and office supplies.

E. Indirect Cost - Depreciation or use allowances on buildings and equipment, costs to operate and maintain facilities, general administration and accounting administration.

F. Other - Any other administrative expenses not captured in the categories above.

Total Management Cost Requested \$ 80,800.00

Maximum Management Cost Allowed (Requested Allowed) \$ 81,050.00

HMGP Subapplication - Environmental Information

EHP

Floodplains - Is the project within or will it modify a floodplain? No

Wetlands - Does 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? No

Viewshed - Is the proposed project located in or adjacent to a residential or historic district? No

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.

This is a phased project. However, the City has provided a list of known flora and fauna species that exist within the City. Common Native vegetation California buckwheat (*Eriogonum fasciculatum*) Lemonade berry (*Rhus integrifolia*) Oak (*Quercus* spp.) Sugarbush (*Rhus ovata*) Toyon (*Heteromeles arbutifolia*) Non-native vegetation Brazilian peppertree (*Schinus terebinthifolia*) Cherry tree (*Prunus* spp.) Chinese elm (*Ulmus parvifolia*) Eucalyptus (*Eucalyptus* spp.) Iceplant (*Carpobrotus edulis*) Jacaranda (*Jacaranda mimosifolia*) Peruvian peppertree (*Schinus molle*) Queen palm (*Syagrus romanzoffiana*) Weeping fig (*Ficus benjamina*) Ornamental landscaping such as horticulture plants, trees, shrubs, flowers, and turf grass.

Endangered/threatened species and/or critical habitat - Are any endangered/threatened species known to exist at the site or in the immediate vicinity? Yes

Migratory flyway or migration barrier - Is the proposed project new construction or extension of an existing tower of 30' in height or more? No

Invasive Species – Will the project include construction? No

Minority (or) low-income populations – Will the proposed project impact minority and low-income populations as identified in Executive Order 12898? No

Farmland – Will a project alternative convert or impact important farmland? No

Historic and Cultural Characteristics – Are there any listed, eligible or potentially eligible historic/archaeological resources (in) the (Area of Potential Effects)? No

Are there any hazardous, toxic substances at the site? No

Roadway and Access - Will the project include road construction and/or vehicular access? No

Documents

Document Type	Description
Work Schedule Documentation	Please provide documentation to support your Work Schedule if needed
	Rolling Hills Vegetation Management Schedule.pdf 08/04/2023 11:05 PM
Cost Estimate - Supporting Documentation	Provide supporting documentation to substantiate your cost estimate, including documentation that demonstrates the pre-award costs incurred within the authorized period for pre-award. The pre-award period is after the disaster declaration date and before the FEMA award date. For example, documentation could include contractor quotes, RS Means, and similar project information. Reference: 2015 HMA Guidance, Part IV H.3.2.1 and Part IV H.4.3
	CIROH HMGP Def Space Estimate (Rev. 8-3-23).pdf 08/04/2023 11:57 PM
ESFO of USFWS Listing	Contact the local Ecological Services Field Office of the (USFWS) and obtain information and listing of any (endangered/threatened species) known to exist at the site or in the immediate vicinity. Provide documentation of the listing.
	Rolling Hills List of Protected Species.docx 08/05/2023 12:22 AM
Benefit Cost Analysis	Upload the BCA Toolkit Excel File
	FEMA BCA Calculator.xlsx 08/05/2023 12:15 AM
FEMA Environmental Checklist	Provide the completed FEMA Environmental Checklist.
	FIRMETTE for Rolling Hills.pdf 08/05/2023 1:34 AM Rolling Hills HMGP-EHP-Checklist .docx 08/05/2023 1:34 AM
BCA Methodology Report	Upload the BCA Methodology Report
	BCA Methodology Report.pdf 08/05/2023 12:00 AM

Maps of all project components	Provide a map(s) of all components of the project in relation to the structures or facilities to be mitigated.			
<table border="1"> <tr> <td>Klondike Cyn Project Area Map.pdf</td> <td>08/04/2023 11:18 PM</td> </tr> </table>			Klondike Cyn Project Area Map.pdf	08/04/2023 11:18 PM
Klondike Cyn Project Area Map.pdf	08/04/2023 11:18 PM			
How action meets purpose and need	Provide a narrative describing how the proposed action meets the purpose and need of the project.			
<table border="1"> <tr> <td>Rolling Hills Proposed Action and Purpose and Need For Project.docx</td> <td>08/04/2023 11:55 PM</td> </tr> </table>			Rolling Hills Proposed Action and Purpose and Need For Project.docx	08/04/2023 11:55 PM
Rolling Hills Proposed Action and Purpose and Need For Project.docx	08/04/2023 11:55 PM			
Photos of all sides of each building	Provide photos of all sides of each building to be treated.			
<table border="1"> <tr> <td>Rolling Hills Canyon Photo Locations Maps and Photos.pdf</td> <td>08/04/2023 11:26 PM</td> </tr> </table>			Rolling Hills Canyon Photo Locations Maps and Photos.pdf	08/04/2023 11:26 PM
Rolling Hills Canyon Photo Locations Maps and Photos.pdf	08/04/2023 11:26 PM			
Scope of Work Documentation	Please upload documents that support your Scope of Work (SOW)			
<table border="1"> <tr> <td>Rolling Hills Veg Mgmt SOW.docx</td> <td>08/04/2023 11:04 PM</td> </tr> </table>			Rolling Hills Veg Mgmt SOW.docx	08/04/2023 11:04 PM
Rolling Hills Veg Mgmt SOW.docx	08/04/2023 11:04 PM			
Maintenance Commitment				
Match Commitment				
(PS-01663) - SFHA provide FIRM	Reference: 2015 HMA Guidance Addendum, B.3			
<table border="1"> <tr> <td>FIRMETTE for Rolling Hills.pdf</td> <td>08/05/2023 1:36 AM</td> </tr> </table>			FIRMETTE for Rolling Hills.pdf	08/05/2023 1:36 AM
FIRMETTE for Rolling Hills.pdf	08/05/2023 1:36 AM			
(PS-01663) - Ground and aerial photos of tree conditions	Provide and attach ground and aerial photos showing the current tree stand conditions and tree species of the proposed treatment area(s).			
<table border="1"> <tr> <td>Rolling Hills Canyon Photo Locations Maps and Photos.pdf</td> <td>08/05/2023 1:37 AM</td> </tr> </table>			Rolling Hills Canyon Photo Locations Maps and Photos.pdf	08/05/2023 1:37 AM
Rolling Hills Canyon Photo Locations Maps and Photos.pdf	08/05/2023 1:37 AM			



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.A
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE FOUR PENINSULA CITIES AND THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT TO CONTINUE COST SHARING TWO SCHOOL RESOURCE OFFICERS FOR THREE YEARS EXPIRING ON AUGUST 26, 2026

DATE: January 22, 2024

BACKGROUND:

In 2019, the Palos Verdes Peninsula Unified School District (PVPUSD) Board of Directors approved a one-year contract with Allied Universal for the deployment of two full-time, armed School Resource Officers (SRO) to enhance the safety and security of school campuses. The annual cost of the school resource officer program was split between the school district at 50% and the Peninsula cities at 50%, not to exceed \$150,000 per year.

The Peninsula cities and the PVPUSD entered into a one-year Memorandum of Understanding (MOU) for cost-sharing of the SRO Program proportionate to student enrollment and resident population (Attachment C).

The individual cities' portions were established through a formula that included the percent of students attending PVPUSD from each city and the overall population of each city. This calculation resulted in the following fiscal obligations according to each city:

- City of Rancho Palos Verdes: 65% or \$97,500
- City of Palos Verdes Estates: 20% or \$30,000
- City of Rolling Hills Estates: 13% or \$19,500
- City of Rolling Hills: 2% or \$3,000

In 2020, the Peninsula cities and PVPUSD agreed, via a first amendment to the MOU, to continue cost sharing for an additional three-year term commencing on August 1, 2020 (Attachment B). The amended MOU also eliminated language pertaining to protecting "school property" in paragraphs (c) and (f) of Section 3.

Two former sworn LA County Sheriff's Department sergeants have filled the SRO positions. Both officers are available as a resource to provide education, training, investigative, and intervention services at all school campuses on the Palos Verdes Peninsula.

DISCUSSION:

The first amendment recently expired. As a result, on December 13, 2023, the PVPUSD Board approved a 2nd Amendment for the continuation of the cost-sharing MOU (Attachment A). The 2nd amendment includes an additional three-year period as well as continued modification of paragraphs (c) and (f) of Section 3 from the 1st amendment.

It is important to note that on August 30, 2023, the PVPUSD Board approved a compensation adjustment for the SROs (Attachment D). The increase took effect at the beginning of the 2023-2024 school year (Attachment E). This compensation adjustment is the first increase in the SRO compensation since 2019, and the cost increase was not passed on to the Peninsula cities.

FISCAL IMPACT:

The School Resource Officer Program will remain at \$3,000 annually. Funding will continue to be allocated from the Law Enforcement Fund Budget for Fiscal Year 23/24.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

- A. [CA_MOU_240122_PVPUSD_SRO_2ndAmendment.pdf](#)
- B. [Amendment to MOU for School Security Officer.pdf](#)
- C. [MOUForSchoolSecurityOfficers.pdf](#)
- D. [CA_MOU_230830_PVPUSD_SRO_CompensationAdjustment_BoardAgendaItem.pdf](#)
- E. [CA_MOU_240122_PVPUSD_SRO_ExhibitA_AUSS_Proposal.pdf](#)

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT AND
THE CITY OF RANCHO PALOS VERDES,
THE CITY OF ROLLINGS ESTATES,
THE CITY OF PALOS VERDES ESTATES,
AND THE CITY OF ROLLING HILLS FOR SCHOOL SECURITY OFFICERS**

This Second Amendment to Memorandum of Understanding (“MOU”) is effective as of _____, 2023 (“Effective Date”) and is between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT (“District”), on the one hand, and the CITY OF RANCHO PALOS VERDES (“Rancho Palos Verdes”), a general law city & California municipal corporation, the CITY OF ROLLING HILLS ESTATES (“Rolling Hills Estates”), a California municipal corporation, the CITY OF PALOS VERDES ESTATES (“Palos Verdes Estates”), a California municipal corporation, and the CITY OF ROLLING HILLS (“Rolling Hills”), a California municipal corporation, on the other hand. (These entities may be referred to collectively or individually as “Parties” or “Party.”)

RECITALS

A. The Parties entered into a one-year term Memorandum of Understanding dated August 26, 2019, whereby District agreed to hire two security officers to provide education, training, and intervention services at the District Sites (as therein defined), and whereby Cities (as therein defined) agreed to contribute general municipal funds toward hiring and maintaining one of the two security officers for the purpose of increasing public safety (the “Memorandum of Understanding”); and

B. The Parties entered into a First Amendment to the Memorandum of Understanding in June of 2020 to extend the term for another three (3) years and to require such security officers to generate monthly written activity reports so that the Parties may evaluate the performance of the security officers; and

C. The Parties desire to amend the Memorandum of Understanding to extend the term for another three (3) years and to require such security officers to generate monthly written activity reports so that the Parties may evaluate the performance of the security officers.

NOW, THEREFORE, the Parties agree as follows:

1. The one-year Term set forth in Section 2 is hereby extended for an additional three (3) years, and this Memorandum of Understanding will expire on August 26, 2026.

2. Paragraphs (c) and (f) of Section 3 are amended to read as follows:

Section 3. District Obligations.

...

c. Cooperation. The Security Officers shall work at the District Sites for the purpose of protecting persons thereon. The Security Officers' work hours shall generally coincide with school operation hours but can be adjusted by the District as reasonably necessary. The Security Officers shall act under the control and supervision of the District's Superintendent or designee. The Security Officers shall work in cooperation with the District's Superintendent, District Site principals, faculty, and staff to establish duties, responsibilities, and priorities. The Security Officers shall generate activity reports on a monthly basis describing their activities and provide such activity reports to the District by a date determined by the District.

...

f. Updates to the Cities. The District shall provide updates regarding the names, duties, responsibilities, priorities, and monthly costs of the Security Officers as well as the monthly activity reports generated by the Security Officers to the Cities on a monthly basis pursuant to Section 8(a) of this MOU.

3. All terms and conditions of the Memorandum of Understanding not amended by this Second Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

[SIGNATURE PAGES FOLLOW]

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

By: _____
Devin Serrano, Superintendent

Date: _____

ATTEST:

By: _____
Linda Kurt, Clerk, Board of Education

APPROVED AS TO FORM:

By: _____

CITY OF RANCHO PALOS VERDES

By: _____
John Cruikshank, Mayor

Date: _____

ATTEST:

By: _____
Emily Colborn, City Clerk

APPROVED AS TO FORM:

By: _____
William Wynder, City Attorney

CITY OF ROLLING HILLS ESTATES

By: _____
Velveth Schmitz, Mayor

Date: _____

ATTEST:

By: _____
Lauren Pettit, City Clerk

APPROVED AS TO FORM:

By: _____
Donald Davis, City Attorney

CITY OF PALOS VERDES ESTATES

By: _____
Dawn Murdock, Mayor

Date: _____

ATTEST:

By: _____
Kylynn Chaney, City Clerk

APPROVED AS TO FORM:

By: _____
Christi Hogan, City Attorney

CITY OF ROLLING HILLS

By: _____
Leah Mirsch, Mayor

Date: _____

ATTEST:

By: _____
Christian Horvath, City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Donegan, City Attorney

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT AND THE CITY OF
RANCHO PALOS VERDES, THE CITY OF ROLLING HILLS ESTATES, THE CITY OF
PALOS VERDES ESTATES, AND THE CITY OF ROLLING HILLS
FOR SCHOOL SECURITY OFFICERS**

This First Amendment to Memorandum of Understanding ("MOU"), is effective as of _____ 2020 ("Effective Date") and is between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("District"), on the one hand, and the CITY OF RANCHO PALOS VERDES ("Rancho Palos Verdes"), a general law city & California municipal corporation, the CITY OF ROLLING HILLS ESTATES ("Rolling Hills Estates"), a California municipal corporation, the CITY OF PALOS VERDES ESTATES ("Palos Verdes Estates"), a California municipal corporation, and the CITY OF ROLLING HILLS ("Rolling Hills"), a California municipal corporation, on the other hand. (These entities may be referred to collectively or individually as "Parties" or "Party").

RECITALS

A. The Parties entered into a one-year term Memorandum of Understanding dated August 26, 2019, whereby District agreed to hire two security officers to provide education, training, and intervention services at the District Sites (as therein defined), and whereby Cities (as therein defined) agreed to contribute general municipal funds towards hiring and maintaining one of the two security officers for the purpose of increasing public safety (the "Memorandum of Understanding"); and

B. The Parties desire to amend the Memorandum of Understanding to extend the term for another three (3) years and to require such security officers to generate monthly written activity reports so that the Parties may evaluate the performance of the security officers.

NOW, THEREFORE, the Parties agree as follows:

1. The one-year Term set forth in Section 2 is hereby extended for an additional three (3) years, and this Memorandum of Understanding will expire on August 26, 2023.

2. Paragraphs (c) and (f) of Section 3 are amended to read as follows:

Section 3. District Obligations.

...

c. Cooperation. The Security Officers shall work at the District Sites for the purpose of protecting persons thereon. The Security Officers' work hours shall generally coincide with school operation hours but can be adjusted by the District as reasonably necessary. The Security Officers

shall act under the control and supervision of the District's Superintendent or designee. The Security Officers shall work in cooperation with the District's Superintendent, District Site principals, faculty, and staff to establish duties, responsibilities, and priorities. The Security Officers shall generate activity reports on a monthly basis describing their activities and provide such activity reports to the District by a date determined by the District.

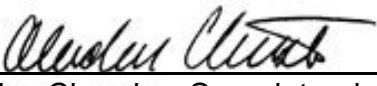
- ...
f. Updates to the Cities. The District shall provide updates regarding the names, duties, responsibilities, priorities, and monthly costs of the Security Officers as well as the monthly activity reports generated by the Security Officers to the Cities on a monthly basis pursuant to Section 8(a) of this MOU.

3. All terms and conditions of the Memorandum of Understanding not amended by this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

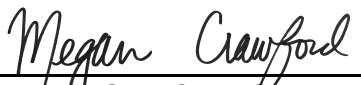
[SIGNATURE PAGES FOLLOW]

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

By: 
Alex Cherniss, Superintendent

Date: July 8, 2020

ATTEST:

By: 
Megan Crawford, Clerk, Board of Education

APPROVED AS TO FORM:

By: _____

CITY OF RANCHO PALOS VERDES

By: _____
John Cruikshank, Mayor

Date: _____

ATTEST:

By: _____
Emily Colborn, City Clerk

APPROVED AS TO FORM:

By: _____
William Wynder, City Attorney

CITY OF ROLLING HILLS ESTATES

By: _____
Velveth Schmitz, Mayor

Date: _____

ATTEST:

By: _____
Lauren Pettit, City Clerk

APPROVED AS TO FORM:

By: _____
Donald Davis, City Attorney

CITY OF PALOS VERDES ESTATES

By: _____
David McGowan, Mayor

Date: _____

ATTEST:

By: _____
Kylynn Chaney, City Clerk

APPROVED AS TO FORM:

By: _____
Christi Hogin, City Attorney

CITY OF ROLLING HILLS

By: _____
Jeff Pieper, Mayor

Date: _____

ATTEST:

By: _____
Yohana Coronel, City Clerk

APPROVED AS TO FORM:

By: _____
Michael Jenkins, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT AND THE CITY OF
RANCHO PALOS VERDES, THE CITY OF ROLLING HILLS ESTATES, THE CITY OF
PALOS VERDES ESTATES, AND THE CITY OF ROLLING HILLS
FOR SCHOOL SECURITY OFFICERS**

This Memorandum of Understanding ("MOU"), is effective as of 8/26/2019 ("Effective Date") and is between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("District"), on the one hand, and the CITY OF RANCHO PALOS VERDES ("Rancho Palos Verdes"), a California municipal corporation, the CITY OF ROLLING HILLS ESTATES ("Rolling Hills Estates"), a California municipal corporation, the CITY OF PALOS VERDES ESTATES ("Palos Verdes Estates"), a California municipal corporation, and the CITY OF ROLLING HILLS ("Rolling Hills"), a California municipal corporation, on the other hand. (These entities may be referred to collectively or individually as "Parties" or "Party").

RECITALS

A. It is the mission of the District to provide a safe, secure, and orderly learning environment for all students within the District by protecting life and property; and

B. To fulfill its mission, the District desires to hire security officers to provide education, training, and intervention services at the school campuses on the Palos Verdes Peninsula, including at Palos Verdes Peninsula High School, Palos Verdes High School, and Rancho Del Mar High School ("District Sites"). The District has requested financial contribution from Rancho Palos Verdes, Rolling Hills Estates, Palos Verdes Estates, and Rolling Hills (individually or collectively, "City" or "Cities") to hire such security officers; and

C. The Cities are willing to contribute general municipal funds towards hiring and maintaining one of the two security officers who will serve at District Sites for the purpose of increasing public safety; and

D. The purpose of this MOU is to set forth the terms and conditions of the collaboration between the District and the Cities.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOU.

Section 2. Term. This MOU shall remain in effect for one year from the Effective Date.

Section 3. District Obligations.

- a. Employ the Security Officers. The District agrees to be financially responsible for all costs associated with hiring two security officers for the purposes of enforcing school regulations and protecting school property and persons thereon ("Security Officers"). The District shall provide training and incur all training costs for the Security Officers. The primary locations of these Security Officers will be the District Sites at Palos Verdes Peninsula High School, Palos Verdes High School, and Rancho Del Mar High School. Secondary locations will include the elementary and middle school sites identified in Exhibit A, attached hereto and incorporated herein by reference. The Security Officers shall cooperate with police responding to or investigating crimes or potential criminal activity occurring on District Sites.
- b. Invoice. The District will invoice the Cities on a quarterly basis for their pro-rata share of the cost of one Security Officer based on the cost allocation formula set forth in Exhibit B, which is attached hereto and incorporated herein by reference. The District will collect and deposit funds from Cities in a separate account dedicated to this MOU ("Security Officer Account") and distribute funds in accordance with this MOU.
- c. Cooperation. The Security Officers shall work at the District Sites for the purpose of protecting school property and persons thereon. The Security Officers' work hours shall generally coincide with school operation hours but can be adjusted by the District as reasonably necessary. The Security Officers shall act under the control and supervision of the District's Superintendent or designee. The Security Officers shall work in cooperation with the District's Superintendent, District Site principals, faculty, and staff to establish duties, responsibilities, and priorities.
- d. Communication. The Security Officers shall remain in contact, either by radio, pager, telephone, or cellular telephone, with the District Superintendent and District Site principals. In the event of a school emergency, the Security Officers shall immediately contact 9-1-1 emergency services, and, as circumstances permit, shall notify the District Superintendent and District Site principals.
- e. Implementation of Security Officer Services. The District is solely responsible for the implementation of Security Officer services and may amend the contracted work with the Security Officers so long as the total cost to the Cities does not exceed \$150,000 during any 12-month period, unless the District notifies the Cities of the proposed changes and obtains written approval of all Cities for an increase in contributions. The District has contracted for the Security Officer services with Allied Universal by way of an agreement dated August 24, 2019, which agreement is attached hereto for information and reference purposes only as Exhibit C.
- f. Updates to the Cities. The District shall provide updates regarding the names of the Security Officers and the duties, responsibilities, priorities, and monthly costs

of the Security Officers to the Cities on a monthly basis pursuant to Section 8(a) of this MOU.

- g. Supplies. The District shall supply office space, furniture, telephone, facsimile, office supplies, and other assistance necessary for the Security Officers to perform their duties under this MOU. The District will supply office sites at the District Sites.
- h. Termination. The District shall provide an accounting upon termination of this MOU and to return any unused portion of all funds deposited with the District in accordance with the cost allocation formula set forth in Exhibit B. In the event of a shortfall, the District will invoice the Cities in accordance with the same formula.
- i. Records. The District will provide the Cities within five business days of a request with all requested information regarding the Security Officer Account to assure proper accounting for all funds provided and expended under this MOU.

Section 4. Cities' Obligations. The Cities will contribute to one-half the total cost of the Security Officers subject to a \$150,000 annual limit in accordance with the cost allocation formula in Exhibit B. Any cost above \$150,000 for the Security Officers' services during the year term shall be paid by the District. Payment by Cities shall be made within thirty (30) days of receipt of a quarterly invoice from the District.

Section 5. Insurance. The Parties are insured by virtue of their membership in pooled insurance authorities for purposes of Professional Liability, General Liability, and Worker's Compensation. The Parties warrant that through their programs of insurance, they have adequate Professional Liability, General Liability and Workers' Compensation to provide coverage for liabilities arising out of the Parties' performance of this MOU.

Section 6. Indemnification. The District shall indemnify, hold harmless, and defend each City, its officers, and its employees from any and all claims, demands, or liability arising from the District's provision of Security Officers pursuant to this MOU. This indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence of a City. The provisions of this Section will survive the expiration or termination of this MOU.

Section 7. Termination and Default.

- a. Termination. This MOU may be terminated upon the express written agreement of all Parties. If this MOU is terminated, then all Parties must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination.
- b. Default.

- i. Each Party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the MOU, to explain the basis for such assertion, and to receive from the other Party(ies) a justification of its position on such matters. If any Party concludes that another Party has not complied in good faith with the terms of the MOU, then such Party may issue a written notice of non-compliance ("Notice") specifying the grounds therefor and all facts demonstrating such non-compliance.
- ii. The Party receiving a Notice may contest the allegation of non-compliance, or shall proceed to cure the non-compliance within 30 days, or within a reasonable time to cure such non-compliance. If the Notice is contested, the Parties shall seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. If the non-compliance is not cured, or the Parties cannot reach a mutually acceptable resolution within 60 days of the Notice, the non-delinquent Parties will determine the next course of action, which may include the termination of the delinquent Party's participation in the MOU.
- iii. A Party whose participation in this MOU has been terminated by the non-delinquent Parties shall receive written notice of such termination. The terminated Party shall be responsible for all financial obligations for the remainder of the term of the Agreement.

Section 8. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the Parties at the addresses set forth in Exhibit D attached hereto and incorporated herein by reference. The Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile; (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit D.
- b. Administration. For the purposes of this MOU, the Parties hereby designate respective Party representatives in Exhibit D. The designated Party representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this MOU on behalf of such Party.

- c. Relationship of the Parties. The Parties are, and shall at all times remain as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this MOU without prior written consent of the other Parties.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent Parties. For purposes of this subsection, a Party shall be considered delinquent if that Party fails to timely pay an invoice as required by Section 4 or defaults pursuant to Section 7(c).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- h. Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof.
- i. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- k. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties and shall be rectified by amending this MOU as described in Section 8(e).

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

[SIGNATURE PAGES FOLLOW]

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

By: 
Alex Cherniss, Superintendent

Date: 12/3/19

ATTEST:

By: 

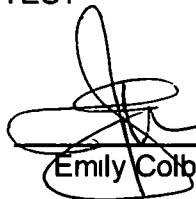
APPROVED AS TO FORM:

By: _____

CITY OF RANCHO PALOS VERDES

By  Date 10/15/19
Jerry Duhovic, Mayor

ATTEST

By 
Emily Colborn, City Clerk

APPROVED AS TO FORM

By 
William Wynder, City Attorney

CITY OF ROLLING HILLS ESTATES

By: Judy Mitchell
Judy Mitchell, Mayor

Date: October 22, 2019

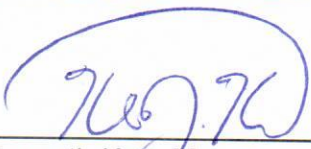
ATTEST:

By: Heidi Luce
Heidi Luce, City Clerk

APPROVED AS TO FORM:

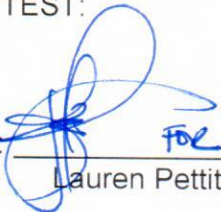
By: Donald M. Davis
Donald Davis, City Attorney

CITY OF PALOS VERDES ESTATES

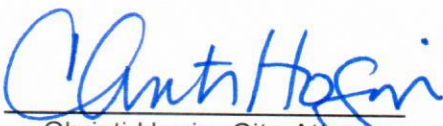
By: 
Kenneth Kao, Mayor

Date: 10.22.19

ATTEST:

By: 
Lauren Pettit, City Clerk

APPROVED AS TO FORM:

By: 
Christi Hogin, City Attorney

CITY OF ROLLING HILLS

By: 
Leah Mirsch, Mayor

Date: 11-14-19

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

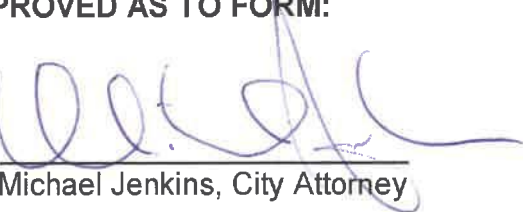
By: 
Michael Jenkins, City Attorney

EXHIBIT A SECONDARY SCHOOL LOCATIONS

PVPUSD Student Locations Sept. 30, 2019

[Cornerstone @ Pedregal](#) Elementary School 6069

Groveoak Place

Rancho Palos Verdes, CA 90275-2261

(310) 378-0324 | FAX: (310) 378-1484

[Dapplegray](#) Elementary School

3011 Palos Verdes Drive North

Rolling Hills Estates, CA 90274-7303 (310)

541-3706 | FAX: (310) 541-8265

[Lunada Bay](#) Elementary School 520

Paseo Lunado

Palos Verdes Estates, CA 90274-4377

(310) 377-3005 | FAX: (310) 544-1265

[Mira Catalina](#) Elementary School

30511 Lucania Drive

Rancho Palos Verdes CA 90275-6272

(310) 377-6731 | FAX: (310) 541-4220

[Montemalaga](#) Elementary School

1121 Via Nogales

Palos Verdes Estates, CA 90274-1671

(310) 378-5228 | FAX: (310) 375-7484

[Point Vicente](#) Elementary School

30540 Rue de la Pierre

Rancho Palos Verdes, CA 90275-5364

(310) 377-6972 | FAX: (310) 377-7692

[Rancho Vista](#) Elementary School 4323

Palos Verdes Drive North Rolling Hills

Estates CA 90274-1576

(310) 378-8388 | FAX: (310) 378-4980

[Silver Spur](#) Elementary School 5500

Ironwood Street

Rancho Palos Verdes CA 90275-1739

(310) 378-5011 | FAX: (310) 378-7674

[Soleado](#) Elementary School 27800

Longhill Drive

Rancho Palos Verdes CA 90275-3909

(310) 377-6854 | FAX: (310) 544-0916

[Vista Grande Elementary School](#)
7032 Purpleridge Drive
Rancho Palos Verdes CA 90275-3059
(310) 377-6066 | FAX: (310) 541-4692
[Miraleste Intermediate School](#) 29323
Palos Verdes Drive East Rancho Palos
Verdes CA 90275-6470
(310) 732-0900 | FAX: (310) 521-8915
[Palos Verdes Intermediate School](#)
2161 Via Olivera
Palos Verdes Estates CA 90274-1983 (310)
544-4816 | FAX: (310) 265-5944
[Ridgecrest Intermediate School](#)
28915 Northbay Road
Rancho Palos Verdes CA 90275-4902
(310) 544-2747 | FAX: (310) 265-1716
[Palos Verdes High School](#)
600 Cloyden Road
Palos Verdes Estates CA 90274-1869 (310)
378-8471 | FAX: (310) 378-0311
[Palos Verdes Peninsula High School](#)
27118 Silver Spur Road
Rolling Hills Estates CA 90274-2300 (310)
377-4888 | FAX: (310) 544-4378
[Rancho del Mar High School](#)
38 Crest Road West
Rolling Hills CA 90274-5058
(310) 377-6691 FAX: (310) 544-5526
[Miraleste Early Learning Academy](#)
6245 Via Canada
Rancho Palos Verdes, CA 90275
(310) 732-0922 | FAX: (310) 732-5660
[Valmonte Early Learning Academy](#)
3801 Via La Selva
Palos Verdes Estates, CA 90274
(310) 791-5078 | FAX: (310) 378-1971

EXHIBIT B
PARTIES' PROPORTIONAL JOINT RESPONSIBILITY
FOR SECURITY OFFICER

Party	Student Enrollment	Portion of Cost	Resident Population	Portion of Cost	Blended Rate	Proportion of Cost using Blended Rate (not-to-exceed amount)
Palos Verdes Estates	20.00%	\$ 30,000	21.00%	\$ 31,500	20.00%	\$ 30,000
Rancho Palos Verdes	65.00%	\$ 97,500	64.00%	\$ 96,000	65.00%	\$ 97,500
Rolling Hills	1.00%	\$ 1,500	3.00%	\$ 4,500	2.00%	\$ 3,000
Rolling Hills Estates	14.00%	\$ 21,000	12.00%	\$ 18,000	13.00%	\$ 19,500
Total	100.00%	\$ 150,000	100.00%	\$ 150,000	100.00%	\$ 150,000

For purposes of clarity and avoidance of doubt, Palos Verdes Estates shall not be obligated to pay more than \$30,000 during the term of this Agreement; Rancho Palos Verdes shall not be obligated to pay more than \$97,500 during the term of this Agreement; Rolling Hills shall not be obligated to pay more than \$3,000 during the term of this Agreement; and Rolling Hills Estates shall not be obligated to pay more than \$19,500 during the term of this Agreement.

EXHIBIT C
DISTRICT'S SERVICE AGREEMENT WITH ALLIED UNIVERSAL



SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiary, Universal Protection Service, LLC d/b/a Allied Universal Security Services, which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): Palos Verdes Unified School District

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, General Terms and Conditions and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: Palos Verdes Unified School District

By: [Redacted]

Name: Kathy Butler
Title: Assoc. Superintendent

Address for Notices:

385 Via Almar, P.O. Box 90274

Date: 8/13/19

UNIVERSAL PROTECTION SERVICE, LP d/b/a
Allied Universal Security Services

By: [Redacted]

Name: Steve Claton
Title: Regional President

Address for Notices:

1551 N. Tustin Ave., Suite 650, Santa Ana, CA 92705

Date: 8/28/19

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of one (1) year beginning on 8/26, 2019 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to subsection C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not been engaged as a security consultant with respect to any location(s).
2. From time to time, Client may request a change in the Services. Such requested changes will be communicated in writing, will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute cause for Client's termination of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).
3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.
4. Allied Universal and the Client agree that the School Resource Officer Guidelines listed in Exhibit C will be incorporated into the ongoing operation of this contracted work.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, or including requiring Allied Universal personnel to use force, Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with any additional training at the costs set forth in Exhibit B.

3. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings as required by City, County, State and/or Federal authorities.
4. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity and civil rights law and other applicable employment laws. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.
2. The parties agree any wage rates or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates or on the wages Allied Universal pays its employees.
3. In the event that Allied Universal experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.
4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in sub-clauses (1)-(4) of Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.
5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the Patient Protection and Affordable Care Act of 2010 and the related statutes and regulations.
6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.
7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid within ten (10) days of invoice date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those
2. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain and provide, at its expense, appropriate Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage, at no less than \$1,000,000.00 in coverage.
2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of security Services at Client's location(s), among others, at no less than \$2,000,000.00 per occurrence, \$5,000,000.00 in general aggregate (umbrella) coverage.
3. Allied Universal shall maintain Automobile Liability insurance to cover its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services described in this Agreement, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for any loss or damage occurring for Client vehicles operated by Allied Universal employees in performance of the Services being provided under this Agreement, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.
4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.
5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the ordinary or grossly negligent failure of Allied Universal to perform the Services required pursuant to this Agreement, or by other ordinary or grossly negligent actions or omissions in the performance of those same Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; and (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client.
6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the lesser of: (i) the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal or (ii) Five Thousand Dollars (\$5,000), such amounts to be inclusive of any defense costs.
7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and

employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to requests in Section B.5); and/or, b) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services set forth in this Agreement.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any Losses or potential Losses of Client arising out of or relating to this Agreement within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss of Client shall be instituted or maintained against Allied Universal by Client unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss of Client shall be instituted or maintained by Client against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY™) Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services set forth in this Agreement, such nonperformance or delayed performance is not a breach of this Agreement nor cause for termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this

Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.
13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party.
14. Allied Universal has not provided any advice or consultation services to Client regarding what may or may not be the proper levels of security staffing, or the methods of security provided by Allied Universal hereby. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time and unless mutually agreed upon in writing.
15. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C;D; E; F and G.

EXHIBIT "A"

to Agreement Between

**Allied Universal
And
Palos Verdes Unified School District**

LOCATIONS FOR SECURITY SERVICES PROVIDED BY

**Allied Universal
1515 W. 190th Street, Gardena, CA 90248
Tel: 310.594.3833 Fax: 310.817.4862**

<u>Location</u>	<u>Specify for each location: Armed Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
1. Palos Verdes Peninsula High School	Armed	Monday – Friday 7:30 am – 4 pm	40
2. Palos Verdes High School	Armed	Monday – Friday 7:30 am – 4 pm	40
3. Various District sites	Armed	As Needed	AS Needed

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and visible hazards observed while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.

Pricing

Position	HPW	Wage Rate	Bill Rate
Armed Security Professional	80	48.08	65.39
Holidays not worked			Included in bill rate
Holidays worked			Billed as incurred
Medical			Billed as incurred
Vacation			Billed as incurred
California Mandatory Sick Days			Billed as incurred
Vision			Billed as incurred
Dental			Billed as incurred
Vehicle Mileage			Billed as incurred
Allied Universal Cell Phone			\$85 each/month
ADDITIONAL COSTS:			
Weapon (unless provided by employee)			N/A
Ammunition			Billed as incurred
Less than lethal training			Billed as incurred
Vests			Billed as incurred
Duty Belt (required for less than lethal)			Billed as incurred
Taser			Billed as incurred

Estimated Annual Spend: \$272,017.41 (Does not included Billed as incurred items)

EXHIBIT "B"

to Agreement Between

**Allied Universal
And
Palos Verdes Unified School District**

BILLING RATES

The initial Billing Rates for services shall be as follows:

For Location 1:	Unarmed	Armed
Security Professional Regular Rate	\$ per hour	\$65.39 per hour
Security Professional Overtime* Rate	\$ per hour	\$98.08 per hour
Security Professional Holiday Rate	\$ per hour	\$98.08 per hour
Supervisor Regular Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Overtime* Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Holiday Rate	\$ _____ per hour	\$ _____ per hour

For Location 2:	Unarmed	Armed
Security Professional Regular Rate	\$ _____ per hour	\$ _____ per hour
Security Professional Overtime* Rate	\$ _____ per hour	\$ _____ per hour
Security Professional Holiday Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Regular Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Overtime* Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Holiday Rate	\$ _____ per hour	\$ _____ per hour

Additional Notes:

- > Mutually agreed-upon merit increases will result in a Bill Rate Increase.

* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will only be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

-
1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Requests received with less than 5 business days' notice will be billed at the overtime rate. The billable overtime rates for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
 2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or as otherwise determined by mutual written agreement of the parties, or by applicable collective bargaining agreement.
 3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this contract will be cause to negotiate a temporary billing rate for modified services.
 4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this agreement.

EXHIBIT "C"

to Agreement Between

Allied Universal

And

Palos Verdes Unified School District

SCHOOL RESOURCE OFFICER GUIDELINES

Qualifications of Personnel – Physical Demands

1. Subduing violent or potentially violent individuals;
2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
3. Work under occasional tension or pressure;
4. Work alone while armed;
5. Frequent and prolonged walking, standing, sitting, and stooping;
6. Use of handcuffs and nonlethal weapons;
7. Use of handgun, make shoot/no-shoot decisions with handgun, fire handgun;
8. Occasional running or sprinting;
9. Respond to life threatening or emergency situation;
10. Climb while in pursuit or in an emergency situation (stairs);
11. Pull oneself over an obstacle;
12. Lift/carry/drag/pull/push heavy objects;
13. Physically subdue or engage in confrontation;
14. Physically control crowds or by-standers;
15. Pursue suspects on foot and subdue combative person after running in pursuit.

Essential Functions

Essential job functions for armed security officers working under this contract:

1. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
2. Frequent contact with students, faculty, law enforcement, and the general public, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
3. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
4. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
5. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, chemical spray, Taser or similar devices, and firearm at any time while on duty.
6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
7. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR/AED while waiting for arrival of emergency services personnel), and
8. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

Conduct of Armed Security Officers

The Contractor is responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the contract:

1. Disturbing papers on desks, opening desk drawers or cabinets, or using District equipment (i.e. computers, telephones, etc.) except as authorized by this contract and the post orders.
2. Using electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc., or using or possessing personal reading materials (newspapers,

magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.) while on duty, except as required by Contractor policy or post orders, or when expressly permitted.

3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
4. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
5. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the District.
6. Theft, vandalism, immoral conduct, or any criminal actions.
7. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
8. Improper use of official authority or credentials.
9. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
10. Failure to cooperate with District officials or law enforcement authorities during an investigation.
11. Failing to demonstrate courtesy and good manners toward students, faculty and staff, and the general public. Not displaying a respectful and helpful attitude in all endeavors.
12. Unauthorized use of District property, inclusive of communication equipment, phones or radios, or vehicles.
13. Conducting personal affairs while on duty, except while on an authorized break or meal period.
14. Entertaining or socializing with students, faculty or staff, co-workers (except while on authorized breaks), visitors, friends and family members, or members of the public.
15. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on District property, or granting special favors to any person including students, faculty and staff, family members or friends.
16. Disclosing any official information or making any news or press releases.
17. Engaging in audacious or demeaning discussions concerning District internal matters, policies, grievances, legal issues, or personalities; or financial, political, personal, or family matters with students, faculty and staff, family members, any known associate of the foregoing, or the public. This includes making any social media posts regarding these matters.
18. Disclosure of any information, except to the District designated representative or Contractor, involving security assignment(s), equipment, practices, procedures, operations, or other security related issue. (Disclosure to any other person shall require the expressed approval of the District designated representative.)
19. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of campus security, or any other act that constitutes neglect of duties. Violating security procedures or regulations.

20. Post abandonment or desertion; not remaining on duty until properly relieved.
21. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while on duty. Violating or permitting others to violate campus parking procedures or regulations.
22. Gambling or unlawfully wagering or promoting gambling.
23. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
24. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
25. Displaying unethical or improper use of uniform, uniform badge and/or other identification for other than official business while on or off duty.
26. Knowingly giving false or misleading statements or concealing material facts in connection with reports, records, investigations, or other proceedings.
27. Knowingly making false statement(s) about students, faculty or staff, other Contractor employees/officials, or the general public.
28. Involvement in any form of discrimination, or sexual harassment against other person.
29. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
30. Eating, smoking, drinking, or taking breaks in any location except those designated as authorized break and/or smoking areas as determined by the designated District representative.
31. Employment in any other position that would constitute a real or apparent conflict of interest.
32. Misuse of weapons, including carelessness with a weapon or drawing / brandishing a weapon without cause, or the carrying of any non-authorized weapons, as defined by federal, state, or local law in the jurisdiction where the violation occurs.

School Security Officer Equipment and Training

It is the responsibility of the contracted third party security company to ensure and provide the District with all proper and current certifications in the following areas:

1. School Security/Resource Officers Training
2. Firearms Qualifications and Training
3. Nonlethal Weapons and Training

EXHIBIT D
Parties' Representatives

1	CITY OF ROLLING HILLS Attn: Elaine Jeng, City Manager 2 Portuguese Bend Road Rolling Hills, CA 90274	Elaine Jeng E-mail: ejeng@cityofrh.net Phone: 310 377-1521 Fax: 310-377-7288
2	CITY OF PALOS VERDES ESTATES Attn: Carolynn Petru, Interim City Manager 340 Palos Verdes Drive West, Palos Verdes Estates, CA 90274	Carolynn Petru Email: citymanager@pvestates.org Phone: 310-378-0383 Fax: 310-378-7820
3	CITY OF ROLLING HILLS ESTATES Attn: Greg Grammer 4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274	Greg Grammer Email: GregG@rollinghillsestatesca.gov Phone: 310-377-1577 Fax: 310-377-4468
4	CITY OF RANCHO PALOS VERDES Attn: Doug Willmore 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275	Doug Willmore E-mail: dwillmore@rpvca.gov Phone: (310) 544-5202 Fax: (310) 544-5291
5	PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT Attn: Keith Butler Associate Superintendent 375 Via Almar Palos Verdes Estates, CA 90274	Keith Butler, Ph.D. E-mail: butlerk@pvpusd.net Phone: 310-896-3418 Fax: 310-375-4140

Palos Verdes Peninsula Unified School District**Board of Education Regular Meeting****08/30/2023 05:30 PM****Printed : 1/4/2024 7:56 PM PT**

Malaga Cove Administration Center

375 Via Almar

Palos Verdes Estates, CA 90274

ITEM : K.1.c. School Resource Officer (SRO) Compensation Adjustment **Background**

Palos Verdes Peninsula Unified School District (PVPUSD) entered into an agreement with Allied Universal Security Services that was approved on August 14, 2019 as amended, reviewed and ratified on September 11, 2019 for the services of two (2) School Resource Officers (SRO) to provide security for the campuses at Palos Verdes High School and Palos Verdes Peninsula High School. They have also provided safety and security services at the District Offices. In addition, School Resource Officers (SRO) evaluate and assess all sites for areas of vulnerability for the safety and security of students, staff and community members.

Current Considerations

Staff is recommending a rate increase in line with cost of living increases. There has been no change in compensation for the School Resource Officers (SRO) serving in our District, providing valuable and specialized services. Exhibit A is included for your review and consideration.

Administrator

Assistant Superintendent, Human Resources

Financial Impact

Refer to Exhibit A for financial information

Recommended Action

That the Board of Education approve the rate increase for the compensation of the School Resource Officers (SRO), as presented.

Supporting Documents

[Exhibit A - Proposal from Allied Universal Security Services](#)

Created on 8/24/2023 at 12:16 PM PT by Rhonda Warman
Last Modified on 8/24/2023 at 12:39 PM PT by Megan Wescott



Palos Verdes Unified School District

Current Security Service

NAME	WEEKLY HOURS	PAY RATES	BILL RATES	OT/HOLIDAY RATE	WEEKLY	MONTHLY**	ANNUALLY**
Armed Security Professional - Palos Verdes High School	40.00	\$48.08	\$65.39	\$98.09	\$2,615.60	\$11,364.78	\$136,377.39
Armed Security Professional - Palos Verdes Peninsula High School	40.00	\$48.08	\$65.39	\$98.09	\$2,615.60	\$11,364.78	\$136,377.38
				TOTAL	\$5,231.20	\$22,729.56	\$272,754.77

Proposed Security Service

NAME	WEEKLY HOURS	PAY RATES	BILL RATES	OT/HOLIDAY RATE	WEEKLY	MONTHLY**	ANNUALLY**
Armed Security Professional - Palos Verdes High School	40.00	\$50.08	\$68.36	\$102.54	\$2,734.37	\$11,880.83	\$142,569.95
Armed Security Professional - Palos Verdes Peninsula High School	40.00	\$50.08	\$68.36	\$102.54	\$2,734.37	\$11,880.83	\$142,569.95
				TOTAL	\$5,468.74	\$23,761.66	\$285,139.90

* Monthly average based on yearly cost

** Yearly Cost does not include 7 holidays or OT that is accrued when Armed SP stays over 8 hours

Note:

BENEFITS - CA Mandated Sick Days, Anniversary Bonus and all other Benefit items, i.e., health, dental & vision insurance, etc., are included in the hourly bill rates.

HOLIDAYS - Billed as Incurred. Allied Universal recognizes the following holidays and the security officers are to be paid and billed at the holiday rates (1.5 times the regular

New Years Day
Labor Day

Presidents Day
Thanksgiving Day

Memorial Day
Christmas Day

Independence Day



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.A
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: DISCUSSION ON COYOTE MANAGEMENT MEASURES AND CONSIDERATION OF THE CITY CONTRIBUTING TO ADDITIONAL SUPPLEMENTAL COSTS (COUNCILMEMBERS DIERINGER & BLACK)

DATE: January 22, 2024

BACKGROUND:

On June 23, 2023, an agreement between the Los Angeles County Agricultural Commissioner/Weights & Measures (LACWM) and the City of Rolling Hills was renewed for pest control services from July 1, 2023, to June 30, 2024. The agreement is for an amount not to exceed \$25,000 paid under the General Fund (Attachment H).

On July 24, 2023, staff presented an item regarding the LACWM contract, additional funds from LA County Supervisor Janice Hahn for dedicated Peninsula wildlife education, and coyote management based on complaints from a resident and subsequent referral to staff by Councilmember Black.

On September 13, 2023, City staff participated in a virtual meeting with LACWM's Integrated Pest Management Division, organized and attended by Supervisor Hahn's team, to gain a better understanding of the special Supervisorial funding parameters as well as the LACWM contract and how it related to Coyote management, education, and potential abatement. The meeting provided a variety of facts and deeper understanding that would allow staff to better communicate with resident calls for service (Attachment A). They included:

- The intent of the Supervisorial supplemental funding was to provide increased response times for public information and education to three of the four Peninsula city's residents. It was also only intended to be a short-term plan;
- Calls for service should come to the City first for evaluation prior to engaging LACWM;
- City staff should establish if the resident wants to report a sighting, requires information/education/LACWM site visit, or if their concern rises to the level of a public safety issue;
- A Public Safety issue ONLY relates to a situation where a coyote has displayed

- aggressive behavior towards a human being;
- LACWM responds to requests for evaluation or yard audits/surveillance/resident education for free;
- LACWM only charges against the contracted amount for public safety calls requires trapping and/or abatement (see attached invoice sample);
- LACWM could also offer training to staff regarding coyotes;
- LACWM provides written materials that are shared with residents to help them better understand Coyotes behaviors, proper hazing techniques and guidelines that can be utilized to discourage coyotes from coming onto a property or engaging with humans, and general information on preventing conflict with coyotes (Attachments B-F).

Residents are advised to only call for abatement services in the event of a coyote attack or aggressive behavior.

This item is on the agenda at the direction of the Council to discuss coyote management, the current contract with LACWM (Attachment I), and a new discussion regarding the possibility of entering into a separate agreement(s) with a private contractor(s).

DISCUSSION:

During the fall/early winter months, coyote pups begin to separate from their pack in an attempt to establish their own territories. As a result, staff began to receive more phone calls from members of the public concerned with the proliferation of coyotes in the community.

Fernando Barrera had provided coyote management services on the Peninsula through his employer, LACWM, for a number of years and recently retired. He has started his own privately-owned business, Wildlife Specialist & Consultant.

Currently, the Cities of Rolling Hills, Rolling Hills Estates (RHE), and Rancho Palos Verdes (RPV) contract with LACWM. With Mr. Barrera's recent retirement, City staff now works with LACWM employees Nam Nguyen and Liz Bondy in a similar manner. LACWM visits the Peninsula twice weekly to provide ongoing education, evaluation, and/or more robust services depending on the situation and City staff's input per the attached coyote response workflow.

Private Contractors:

Staff conducted preliminary research and determined that RHE and RPV have entered into separate professional agreements with private contractors. These agencies have allocated funding outside the current contract with LACWM.

RPV contracts with Jimmie Rizzo of Coyote, Wildlife & Pest Solutions Inc. for supplemental and emergency services (if the County is unable to respond in a timely manner, after hours, or if there is a coyote incident that requires additional services for public safety purposes).

Fees for services provided are as follows:

- The cost for every 10 business days is \$2,300.
- Consultant will provide services twice a month for a not-to-exceed amount of \$4,600 per month.
- The annual cost shall not exceed \$60,000.

RHE recently entered into a separate agreement with Mr. Barrera for supplemental and emergency services with an annual not-to-exceed amount of \$10,000 for services.

Fees for services provided are as follows:

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

RHE is also considering obtaining a secondary contract with Mr. Rizzo as well. Palos Verdes Estates although not mentioned, has also contracted with Mr. Rizzo.

FISCAL IMPACT:

The agreement with Los Angeles County Weights and Measures is for an amount not to exceed \$25,000 paid under the General Fund. Staff has included a recent invoice to illustrate how the City is billed for abatement services (Attachment G). Contracting for additional private services is not currently budgeted in FY 23/24.

RECOMMENDATION:

Discuss the matter, receive and file materials, and provide direction to staff.

ATTACHMENTS:

- A. [PS_COY_231031_CoyoteResponse_Workflow_RH.pdf](#)
- B. [PS_COY_231031_CoyoteACWM.pdf](#)
- C. [PS_COY_231031_CoyoteBehaviors.pdf](#)
- D. [PS_COY_231031_CoyoteHazingTechniques.pdf](#)
- E. [PS_COY_231031_HSUS_CoyoteHazingGuidelines.pdf](#)
- F. [PS_COY_231031_HSUS_PreventingConflictsWithCoyotes.pdf](#)
- G. [FN_INV_231010_LACo_Weight-Measures_PestControl_Inv #240565_Aug Serv.pdf](#)
- H. [CA_AGR_230626_LAC_ACWM_PestControl_No779_PE.pdf](#)

Questions and topics covered during a typical coyote call

- 1) What happened? Before, during, and after the sighting/encounter.
- 2) Where did it happen? On the street, driveway, park, backyard, etc.
- 3) What time did it occur? What phase in the coyote season are we in?
- 4) What attractants are in the area? Determine what might be sources for food/water/shelter.
- 5) What did resident do or not do to the coyote? Did they turn and run?
- 6) Does the resident know about hazing and exclusion?
- 7) Has the coyote become habituated to the area?
- 8) Can we prevent future coyote conflicts with a simple changes to the environment?
- 9) Talk about our program and what can and cannot do.

Common categories coyote calls falls into and their response

(Note: I make 3 attempts at calling a resident. I close the file if there is no response after the 3rd attempt)

Sighting

Far away
(running/walking
down street)

Up close
(Hanging out on
personal property)

Response

Public education

- Discuss coyote what is normal coyote behavior
- Tell residents about Peninsula cities coyote reporting website
- Discuss pet safety
- Identify attractants in the area (food/water/shelter)
- Talk about hazing/exclusion

Encounter

Coyote approach
person with pet

Coyote
approaching or
following person

Response

Public education

Sight visitation if necessary, or by RHE request

- Talk about hazing/exclusion
- Identify attractants in the area (food/water/shelter)
- Discuss what is normal coyote behavior
- Discuss pet safety techniques

Coyote incident

Coyote injuring
pet on leash

Coyote injuring
pet off leash

Coyote injuring
pet in backyard

Response

Public education

Sight visitation if necessary, or by RHE request

- Sight visit, if necessary
- Discuss if coyote has become habituated to people
- Discuss what is normal coyote behavior
- Identify attractants in the area (food/water/shelter)
- Discuss future pet safety techniques, if needed

Sight Visitation

Objective: To see if I can identify the cause of the coyote conflict in person

- Make appointment for time and location
- Meet with resident and tour the problematic areas
- Survey to see recent signs for coyote activity
 - Trails
 - Scat
 - Tracks
 - Other possible attractants residents may not know of
- Talk with resident about any immediate actions they could take
 - Raising fence line, installing barrier
 - Removing attractants that were discovered
 - Discuss ways to protect pets

Coyote trapping

If coyote shows signs of aggressiveness towards people or requested by the city

- Determine if area is suitable for trapping
 - Discuss with resident when and where we can trap.
 - Inform them of our procedures and what rules we have to follow
 - If trapping is not possible, we try to recommend alternatives
 - If suitable location is found, will let resident know and inform the trapper.
- Summarize findings to our trapper
- Trapper will contact resident to inform them that he is coming
 - Trapper will do his own survey of the area, and set traps accordingly
 - Trapper will return every morning to check on the traps

WHAT YOU SHOULD DO IF...

You See a Coyote: Enjoy the beauty of these ambassadors of nature. Simply seeing a coyote is not a problem, especially if the coyote keeps its distance. **DO NOT** offer food or anything else to a coyote. Even if you love to see coyotes, do not let them know it; it goes to their heads. It is important to keep them cautious and wary of humans. Never ignore, turn your back on, or run from a coyote. Carry a walking stick or noisemaker at night or during an early morning walk, and be ready to use them. Keep your pets next to you on a leash if they are with you.

A Coyote Approaches You: Make eye contact. Don't let coyotes intimidate or scare you. Coyote attacks on adult humans are very rare and are not routine coyote behavior. If you are walking a small dog, picking it up may protect your dog, though an unusually aggressive coyote may bite you while trying to get to your pet. You should look and sound as big and authoritative as possible. Scare or appear threatening to coyotes with claps, shouts, loud noises, bright lights and waving your arms. Do not hesitate to pick up small objects, such as a tennis ball or a light stone, and throw it at an approaching coyote. If a water hose is close, spray the coyote with it. Do not turn your back on a coyote; to get away, face the coyote and carefully back away slowly.

A Coyote Attacks: Call 9-1-1 if a coyote or other wild animal is threatening or attacking a human.

COUNTY OF LOS ANGELES



Department of Agricultural Commissioner / Weights & Measures

acwm.lacounty.gov

INTEGRATED PEST MANAGEMENT (626) 575-5462

Headquarters Office
12300 Lower Azusa Road
Arcadia, CA 91006
Voice: (626) 575-5471
Fax: (626) 442-2847

South Gate Office
11012 South Garfield Avenue
South Gate, CA 90280
Voice: (562) 622-0402
Fax: (562) 861-0278



This information is available
in alternative formats.

For further assistance:
TDD (626) 575-5520
Voice: (626) 575-5471
Fax: (626) 442-2847

June 2013

Department of Agricultural Commissioner/ Weights & Measures

97



COYOTES OUR PERMANENT NEIGHBORS



COUNTY OF LOS ANGELES

A permanent strand of the beautiful tapestry of nature woven through many of our Los Angeles County neighborhoods is the highly resourceful and adaptable coyote. Revered in time-honored legend and folklore, coyotes are an important, ongoing presence in our modern communities.

Coyotes help keep the urban ecosystem in balance, as their primary diet consists of small rodents such as mice, rats, and squirrels. However, coyotes aren't finicky; they'll eat rabbits, raccoons, birds, insects, berries and other fruit, vegetables, human garbage and compost, outdoor pet food, and small, unprotected pets.

You may be fortunate enough to catch a glimpse of these fascinating native mammals while enjoying a vigorous hike on a remote trail or when taking a relaxing stroll on a paved suburban sidewalk.

Coyotes look much like dogs and are brownish-gray with a light gray to reddish cream-colored belly, slender muzzle, bushy tail, and weigh anywhere from 15 to 40 pounds.

Coyotes are at home in a variety of habitat types and will raise their young in brush, under downed trees, and even in culverts. Coyotes are monogamous and can be found as lone individuals, pairs, or members of packs. Typically, only the dominant pair breeds and produces one litter per year. Breeding occurs between January and March, with a gestation period of 62 days. Litters range from 4-7 pups and the young will remain with the parents, learning how to hunt, until late summer.

While coyotes are most active between dusk and dawn, they can be seen at any time of the day. Generally shy and wary of humans, they can also be quite curious and will often observe human activity from what they perceive to be a

safe distance. This behavior is normal and part of peaceful coexistence.

Problems may result if humans – intentionally or not – teach coyotes to be dependent on humans. As tempting as it can be, it is important that humans never attempt to feed a coyote. Coyotes have adequate food sources and the species will survive without our help. **It is also critical for peaceful coexistence that coyotes never learn to associate people with food.**

Coyote attacks on humans are very rare, but when they have happened, they have usually involved a coyote that has become accustomed to seeking food from humans instead of continuing to exhibit normal, beneficial coyote behavior. In such situations, they lose their natural meekness and become demanding and even aggressive.

Humans have unintentionally taught individual coyotes to become dependent on humans by providing accessible garbage cans, compost bins, outdoor pet bowls, and free-roaming pets.

Unattended pets are no different to a coyote from any other animal in their territory. Without human protection, pets may be treated like potential prey or competition for resources.

Teach your children that they should never approach coyotes or other wild animals. Never leave your children unattended at locations where coyotes have been known to roam. Check your yard before letting pets outdoors, and close and secure pet doors after dark.

If you have taken the precautions we list here and are still experiencing coyote problems, contact your city offices, or, if you're in an unincorporated community within Los Angeles County, contact us at (626) 575-5462.

Coyotes will be less likely to dwell on your property the more of these steps you take:

1. Keep garbage cans closed and secure; do not leave filled plastic trash bags out at night and put your garbage out the morning of pick-up.
2. Keep small pets indoors (especially overnight) and keep pet food indoors or promptly remove dishes when pets complete their meal outside.
3. Pick up fallen fruit and cover compost piles.
4. Put away bird feeders at night to avoid attracting rodents and other coyote prey.
5. Clear brush and dense weeds from around your property.
6. Have a wall or fence at least six feet high around your backyard, with extenders facing outward at the top of each post. Fences must have secure gates. All fences should have a galvanized wire apron buried at least 4 to 6 inches into the ground, which extends out from the fence at least 15 to 20 inches and is securely attached at the bottom of the fence.
7. Share this information with your neighbors.



Photo courtesy of Wayne Nelson

A listing of animal control and welfare agencies in Los Angeles County is available on our website:
acwm.lacounty.gov



City of Rolling Hills Estates

4045 Palos Verdes Drive North, Rolling Hills Estates, CA 90274 (310)377-1577

www.rollinghillsestatesca.gov

COYOTE BEHAVIOR, BEHAVIOR CLASSIFICATION, AND RECOMMENDED RESPONSE

Report Coyote encounters, incidents and attacks to Los Angeles County Agricultural Commissioner/Weights and Measures Department – Pest Management Division at (626) 575-5462.

Coyote Action	Classification	Response
Coyote heard	Observation	Note sighting –tracked as normal coyote behavior.
Coyote seen moving in an area	Sighting	Note sighting. Learn proper hazing techniques. Tracked as normal coyote behavior.
Coyote seen resting in an area	Sighting	If area frequented by people, learn proper hazing techniques to encourage animal to leave. Look for and eliminate attractants
Coyote following or approaching a person and a pet	Sighting -Encounter	Know and exercise proper hazing techniques and pet management – pets should be kept on leash. Do not turn your back; face the coyote and carefully back away slowly.
Coyote following or approaching a person without a pet (stalking)	Encounter	Know and exercise proper hazing techniques. Do not turn your back; face the coyote and carefully back away slowly.
Coyote entering a yard	Encounter	Complete a yard audit and remove attractants. Know and understand proper hazing techniques. If you have pets, review pet management for their safety.
Coyote entering yard and injuring or killing pet	Incident	Work with neighbors to aggressively haze coyotes, gather info on specific animals involved, report on circumstances, conduct yard and neighborhood audits, remove coyote attractants in yard and neighborhood, encourage pet safety for all in neighborhood.
Coyote biting or injuring pet on leash	Incident	Gather info on specific animals involved, report circumstances, conduct yard and neighborhood audits, remove coyote attractants in yard and neighborhood, encourage pet safety for all in neighborhood. Trapping may be necessary.
Coyote aggressive showing teeth, back fur raised, lunging, nipping without contact	Threat	Gather info on situation, report circumstances, conduct yard and neighborhood audits, remove coyote attractants in yard and neighborhood, encourage pet safety for all in neighborhood. Trapping may be necessary.
Coyote biting or injuring person	Attack	IN PROCESS ATTACK – REPORT TO 911 Identify and gather information on specific animal involved. Report circumstance to County Department and City staff. City will inform the California Department of Fish and Wildlife. Trapping may be necessary.

Coyote Hazing Techniques Q&As

Q: What is hazing?

A: Hazing is a process designed to scare wild animals away and to instill in them a fear of humans. This is done for both public safety and the well-being of the animal. Wild animals that get too comfortable around humans can become dangerous and must be killed.

Q: What should I do if I encounter a coyote?

A: First, immediately pick up children and pets. Then implement the hazing strategies introduced below. Once you start hazing do not stop until the coyote has left the area. Never turn your back or run from a coyote.

Q: When should I haze a coyote?

A: Anytime you are confronted by one. Consistency is important. Everyone in the community must work together to make coyotes feel unwelcome in urban settings.



Q: When should I not haze a coyote?

A: Do not haze a coyote if it is cornered, injured or has pups. In the event you encounter a coyote under these circumstances, maintain eye contact with the coyote and slowly back away.

Q: How do I haze a coyote?

A: There are a variety of hazing strategies:

- Make yourself as large as possible. Stand up straight and wave your arms over your head.
- Make loud noises. Scream, yell or whistle.
- Be forceful and direct your voice at the coyote.
- Be animated.
- Throw rocks, sticks, anything you can pick up.
- Take steps toward the coyote. Be aggressive.
- Always look directly at the coyote. Never turn your back to it or run away.
- When walking, carry an item like a stick, golf club, water gun or air horn.



COYOTE HAZING GUIDELINES:

How to Haze for Effective Reshaping of Coyote Behavior

Generally, coyotes are reclusive animals who avoid human contact. Coyotes who've adapted to urban and suburban environments, however, may realize there are few real threats and approach people or feel safe visiting yards even when people are present. These coyotes have become habituated (lost their fear of humans), likely due to the ready availability of food in our neighborhoods. Sometimes, this food is deliberately provided by people who like to watch wild animals or misguidedly feel they are helping them by feeding. These bold coyotes should not be tolerated or enticed, but definitely given the message that they should not be so brazen.



Hazing is a method that makes use of deterrents to move an animal out of an area or discourage an undesirable behavior or activity. Hazing can help maintain a coyote's fear of humans and deter them from neighborhood spaces such as backyards and play spaces.

The following guidelines are adapted from the Denver, Colorado coyote problem mitigation program's Hazing Guidelines, written by the Natural Areas Program of the Denver Parks and Recreation Department in October 2009. These guidelines have proven very successful at correcting problematic coyote behavior both in the short and longer term.

Methods of Hazing include:

Using a variety of different hazing tools is critical; coyotes can habituate to individual items, sounds, and actions.

- Yelling and waving your arms while approaching the coyote
- Noisemakers: Voice, whistles, air horns, bells, soda cans filled with pennies or dead batteries, pots and pans banged together
- Projectiles: sticks, small rocks, cans, tennis balls, rubber balls
- Other: hoses, water guns with vinegar water, spray bottles with vinegar water, pepper spray, bear repellent, walking sticks

"Go Away Coyote!"

- The simplest method of hazing a coyote involves being **loud** and **large**:
 - Stand tall, wave your arms and yell at the coyote, approaching it if necessary, until it runs away.
 - Follow this link for a demonstration:
http://www.youtube.com/watch?v=EDm9wjfcdbw&feature=player_embedded
- If a coyote has not been hazed before, he may not immediately run away when you yell at him. If this happens, you may need to walk towards the coyote and increase the intensity of your hazing.
- The coyote may run away, but then stop after a distance and look at you. It is important to continue to haze the coyote until he completely leaves the area. You may need to use different tactics, such as noisemakers, stomping your feet, or spraying the coyote with a hose, to get him to leave.

Dog-walking Tools

- There are several tools that you can carry with you while walking your dog that can be used to repel coyotes. (*Remember to always walk your dog on a leash.*) These include:
 - Homemade noisemakers (follow this link for “recipe”):
<http://www.stanleyparkecology.ca/programs/conservation/urbanWildlife/coyotes/deterrent.php>
 - Whistle or small air horn (you can purchase small air horn “necklaces”)
 - Squirtguns
 - Pepper spray
 - Pick up sticks or rocks and throw them towards the coyote

In Your Yard:

Remember, keeping pets and pet food inside is the best way to keep coyotes out of your yard. If you do encounter coyotes, all of the above methods can be used in your yard at home. First, try the “Go Away Coyote!” method (yell and wave your arms as you approach the coyote). Here are some additional methods you can also use:

- Squirt the coyote with your garden hose
- Bang pots and pans together

Remember:

- **NEVER run away from a coyote!**
- The coyote may not leave at first, but if you approach it closer and/or increase the intensity of your hazing, it will run away.
- If the coyote runs away a short distance and then stops and looks at you, continue hazing it until it completely leaves the area.
- After you have successfully hazed a coyote, he or she may return again. Continue to haze the coyote as you did before; it usually takes only one or two times to haze a coyote away for good.
- Coyotes are skittish by nature and as a rule do not act aggressively towards aggressive people. However, engaging animals that are sick or injured can result in unpredictable behavior. If you suspect that a coyote is sick or injured, contact the proper authorities and DO NOT interact with the coyote.



Tips for Success:

- The more often an individual coyote is hazed, by a variety of tools and techniques and a variety of people, the more effective hazing will be for changing behavior.
- The coyote being hazed must be able to recognize that the potential threat is coming from a person. (Hiding behind a bush and throwing rocks, for example, will not be effective.)
- Techniques and tools can be used in the same manner for one animal or multiple animals. Usually there is a dominant animal in the group who will respond, and others will follow her lead.
- Certain levels of hazing must always be maintained so that future generations of coyotes do not learn or return to unacceptable habits or behaviors.
- Educating the public about removing coyote attractants, proper pet care and safety, and coyote behavior are critical parts of a successful coyote plan.

For more information and tips, see our website: www.humanesociety.org/animals/coyotes



THE HUMANE SOCIETY
OF THE UNITED STATES

PREVENTING COYOTE CONFLICTS:

How to Keep Coyotes Out of Your Yard and Keep Your Pets Safe

Coyotes generally avoid humans, even when their home range encompasses largely urban or suburban habitat. However, the presence of a free buffet in the form of pet food, compost or trash can lure coyotes into yards and create the impression that these places are bountiful feeding areas. Without the lure of food or other attractants, their visits will be brief and rare. But a coyote who finds food in one yard may learn to search for food in others.

What attracts coyotes to urban and residential areas?

Food

Deliberately feeding coyotes is a mistake. You may enjoy hand-feeding animals, but this is a surefire way to get them accustomed to people and will ultimately lead to their demise. Here are some other general rules to follow:

- Avoid feeding pets outside. If you must, feed them only for a set time during the day (for no more than one hour) and remove the food bowl as soon as your pet has finished her meal.
- In dry conditions, water can be as alluring as food, so remove water bowls set outside for pets and make watering cans unavailable.
- If you compost, use enclosed bins and never compost meat or fish scraps.
- Good housekeeping, such as regularly raking areas around bird feeders, can also help discourage coyote activity near residences.
- Remove fallen fruit from the ground.
- Keep trash in high-quality containers with tight-fitting lids. Only place the cans curbside the morning of collection. If you leave them out overnight, they are more likely to be tipped and broken into.



Shelter

Coyotes are secretive animals, and studies have shown they can live for a long time in close proximity to dense human settlements without ever being noticed. Such coyotes are abiding by the rules we set for minimal conflicts, and should be left alone.

In the spring, when coyotes give birth and begin to raise litters, they concentrate their activities around dens or burrows in which the young are sheltered. At these times, they may become highly defensive and territorial, and challenge any other coyote or dog that comes close to the



pups. People walking their dogs in parks and wooded areas may run into these situations and even be challenged by parent coyotes to back off. Fights occur rarely and most often when dogs are off leash. It's important to recognize such incidents for what they are: defense of space, not random attacks. If you encounter a coyote when walking your pet, do NOT run away; haze the coyote with the techniques described in our **Hazing Guidelines**.

Free-roaming pets

Free-roaming pets, especially cats and sometimes small dogs, may attract coyotes into certain neighborhoods. Although coyotes are primarily nocturnal, the best way to minimize risk to pets

is not to leave them out unattended at any time. Don't allow your cat to roam freely. Ideally, cats should be kept indoors regardless of whether there is a coyote in the area or not—to keep cats safe and healthy as well as to keep them from killing birds and other wildlife.

Feral cat colonies

People who feed feral cats are often concerned coyotes might prey on the cats. These concerns are well founded, as coyotes will be attracted to both the outdoor pet food and the cats themselves as prey. Here are some general suggestions for keeping such cats safer:

- Feed cats only during the day and at a set time— and pick up any leftovers immediately. Provide escape routes for cats. In treeless or open areas, erect "cat posts" (see below).
- Elevate feeding stations beyond coyotes'—but not the cats'—reach. The size of the station/s can be customized to the size of the colony you feed and the amount of food should be adjusted for the number of cats you feed. Avoid leftovers that attract other animals. Elevated feeding stations mean safer cats, no more messy, turned over bowls and great savings in cat food bills!
- In places where trees and other climbing opportunities are scarce, some people have reported success protecting barn and feral cats from coyotes by giving the cats escape routes in the form of "cat posts." These can be wooden posts (four inches by four inches or corner posts) that stand out of the ground at least ten to twelve feet and can be climbed by cats, but not by coyotes.
- Discourage/harass coyotes seen on the property. Go after them aggressively, using the techniques described in our **Hazing Guidelines**. Making them feel uncomfortable will encourage them to stay out of the area.



Michelle Riley/The HSUS

Risks to dogs



Dawn Macheca

Dogs (especially small dogs) are also vulnerable to coyote confrontations. These incidents generally involve coyotes who are either accustomed (habituated) to people (usually due to wildlife feeding), or coyotes who are protecting their territory and pups (usually during breeding season).

Dogs (especially small dogs) should not be left outside unattended and should always be kept on a leash in public areas. It is important to never let your dog interact or play with a coyote. Pet food and water should be kept indoors to avoid attracting coyotes to your yard.

Although "attacks" on larger dogs are rarer, coyotes will sometimes go after a large dog when they feel that their territory is threatened. This generally occurs during the coyote breeding season, which takes place from January through March. During this time, it is especially important not to leave dogs outside unattended and to keep them on leashes when in public areas.

To further protect cats and dogs, fencing can be used to keep coyotes out of residential yards. Fences must be at least 6 feet tall, extend underground at least 12 inches or include an L-shaped mesh apron extending outward at least 18 inches and secured with landscaping staples. Devices such as the "coyote roller" (www.coyoteroller.com) "roll off" coyotes that try to scramble over the fence and can enhance the effectiveness of a fence. Do-it-yourself options include adding PVC piping or chicken wire to the top of your fence to prevent coyotes from jumping over, and retrofitting a mesh apron to the bottom of the fence (extending 12+ inches out, secured with landscaping staples) to keep coyotes from digging under.

For more information and tips, see our website: www.humanesociety.org/animals/coyotes



COUNTY OF LOS ANGELES
Department of
Agricultural Commissioner/Weights and Measures
 12300 Lower Azusa Road
 Arcadia, CA 91006-5872
<http://acwm.lacounty.gov>
 (626) 575-5462



Kurt E. Floren
 Agricultural Commissioner
 Director of Weights and Measures

Maximiliano E. Regis
 Chief Deputy

Mail and make check payable to:
COUNTY OF LOS ANGELES
AGRICOMMR/WTS & MEAS
P.O. BOX 54949
LOS ANGELES CA 90054-5409

Invoice Date: October 05, 2023
Invoice Due Date: November 04, 2023
Invoice #: 240565
Reference #: N/A
SN #: 5052
CN #: 10205

CITY OF ROLLING HILLS
2 PORTUGUESE BEND RD.
ROLLING HILLS CA 90274

NOTE: SALES TAX NOT APPLICABLE.
TAX PAID BY COUNTY AT TIME OF
PURCHASE AND SOLD AT COST.

No	Service	Site	Type	Title/Material/Equipment	Rate/Unit	Qty	Sub-Total
1	08/01/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	4	\$533.32
2	08/02/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
3	08/03/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
4	08/14/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
5	08/14/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
6	08/15/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
7	08/15/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	4	\$533.32
8	08/16/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
9	08/16/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
10	08/17/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
11	08/17/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
12	08/28/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	3	\$399.99
13	08/28/23	Coyote Control/Various Sites	V-Coyote	Weed Haz & Pest Abatement Worker	\$81.85 / hr	3	\$245.55
14	08/29/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	3	\$399.99
15	08/30/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66
16	08/31/23	Coyote Control/Various Sites	V-Coyote	Agricultural Chemical Sprayer	\$133.33 / hr	2	\$266.66

Total Invoice Amount Due: \$5,045.43

By:

Tien Lam

Budget and Fiscal Services

**** PLEASE REFERENCE INVOICE # ON YOUR REMITTANCE ****

INVOICE PAYMENT

ACCT#

01-25-837

AMOUNT \$

5045.43

REF:

LA County Weight & Measure / Pest Control

SIGNED

FOR OFFICE USE ONLY

DATE	DP/DR	AMOUNT	CONTRACT/GROUP	SERVICE DESCRIPTION	FO
			779 / IV	VERTEBRATE PEST-CITIES	18777-9857

F019

CITY OF ROLLING HILLS
ATTACHMENT TO INVOICE NO. 240565 DATED: 10/05/2023
CONTRACT NO.779 MONTH OF AUGUST 2023

Date:	AREA SURVEYED / TRAPPED:	COST:
8/1/2023	20 Upper Blackwater Canyon Road (set coyote traps) Requested by Nedra Corken (310) 377-1521	\$533.32
8/2/2023	20 Upper Blackwater Canyon Road (checked coyote traps) Requested by Nedra Corken (310) 377-1521	\$266.66
8/3/2023	20 Upper Blackwater Canyon Road (caught 1 female) Requested by Nedra Corken (310) 377-1521	\$266.66
8/14/2023	1 Pine Tree Ln. Rolling Hills (set 2 traps) Requested by Nedra Corken (310) 377-1521	\$533.32
8/15/2023	1 Pine Tree Ln. Rolling Hills (Checked traps) Requested by Nedra Corken (310) 377-1521	799.98
8/16/2023	1 Pine Tree Ln. Rolling Hills (Checked traps) Requested by Nedra Corken (310) 377-1521	533.32
8/17/2023	1 Pine Tree Ln. Rolling Hills (Checked & remove traps) Requested by Nedra Corken (310) 377-1521	533.32
8/28/2023	1 Crest Rd E. (Survey) & 8 Possum Ridge Rd. (Survey & set traps) Requested by Nedra Corken (310) 377-1521	645.54
8/29/2023	8 Possum Ridge Ln. (check & reset traps, 1 female caught) Requested by Nedra Corken (310) 377-1521	399.99
8/30/2023	8 Possum Ridge Ln. (Check traps, 1 male caught) Requested by Nedra Corken (310) 377-1521	266.66
8/31/2023	8 Possum Ridge Ln. Rolling Hills (Checked & remove traps) Requested by Nedra Corken (310) 377-1521	266.66

TOTAL: \$5,045.43



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

**Department of
Agricultural Commissioner/
Weights and Measures**

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Maximiliano E. Regis
Chief Deputy

May 01, 2023

City of Rolling Hills
2 Portuguese Bend Rd.
Rolling Hills CA 90274

Dear Customer:

RE: PEST CONTROL AGREEMENT NO. 779

Enclosed for your approval is a Renewal Pest Control Agreement.

Please review, SIGN AND RETURN THE COMPLETE AGREEMENT TO OUR OFFICE.
Our address is: 12300 Lower Azusa Road, Arcadia, CA 91006. Attention Integrated Pest Management Division.

When requesting service, please call (626) 575-5462. **You can also now make a service request from our Internet site at acwm.lacounty.gov and clicking on the "Quick links" and the looking in the "Services" column. Find the listing "Home Services Contract Request", click on it and it will take to the field to fill in your information.**

Our office hours are from 7:00 a.m. to 5:30 p.m., Monday through Thursday. Our fax number is (626) 350-7077.

Weed Hazard and Integrated Pest Management Bureau
Pest Management Division

ATTN: Integrated Pest Management Division
County of Los Angeles
Agricultural Commissioner/Weights & Measures
12300 Lower Azusa Road
Arcadia, CA 91006

RECEIVED

MAY 05 2023

City of Rolling Hills

By NC

AGREEMENT
PEST CONTROL

This agreement, dated May 01, 2023, is made by and between the COUNTY OF LOS ANGELES, ("County") and City of Rolling Hills ("City").

RECITALS:

Whereas, the County is authorized by the Los Angeles County Board of Supervisors and by Section 5405 of the Food and Agricultural Code and Section 25842 of the Government Code, to provide varied pest control services; and,

Whereas, the City is desirous of contracting with the County for the performance of pest control services, acting through its Agricultural Commissioner/Director of Weights and Measures; and,

Whereas, the County is agreeable to rendering such pest control services on the terms and conditions set forth below.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. County Obligations.

(a) The County, through the Agricultural Commissioner/Director of Weights and Measures, agrees to provide pest control services in accordance with the provisions of Section 25842 of the Government code, and Section 5405 of the Food and Agricultural Code.

(b) Such services shall encompass the pest control duties including control and destruction of pests of the type coming within the jurisdiction of and customarily rendered by the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of said County and the Statutes of the State of California.

1 (c) The level of service shall be that same basic level of pest control service
2 that is and shall be hereinafter during the term of this agreement provided
3 for unincorporated areas of the County of Los Angeles by said Agricultural
4 Commissioner/Director of Weights and Measures.

5
6 (d) The rendition of such services, the standard of performance, and other
7 matters incidental to the performance of such services, and the control of
8 personnel, so employed shall remain in the County.

9
10 (e) For the purpose of performing said functions, County shall furnish and
11 supply all necessary labor, supervision, equipment, and supplies necessary
12 to maintain the level of service to be rendered hereunder.

13
14 (f) The County hereby agrees to engage in the control and destruction of:

15 X Rodents X Others (Coyote)

16 X Weeds

17 SECTION 2. Owner Obligations.

18 (a) To facilitate the performance of such functions, it is hereby agreed that
19 the County shall have full cooperation and assistance from the City council
20 and other City officers, agents, and employees.

21
22 (b) All persons employed in the performance of such services and functions for
23 said City shall be County employees as such shall be taken over by said
24 County, and no person employed hereunder shall have any City pension, civil
25 service, or any status or right.

26
27 (c) For the purpose of performing such services and functions, and for the
28 purpose of giving official status to the performance thereof where
29 necessary, every County officer and employee engaged in the performance of
30 any service hereunder shall be deemed to be an officer or employee of said
31 City while performing services for said City, which services are within the
32 scope of this agreement and are purely municipal functions.

1 (d) City shall not be called upon to assume any liability for the direct payment
2 of any salaries, wages, or other compensation to any County personnel
3 performing services hereunder for said County, or any liability other than
4 that provided for in this agreement.

5 Except as herein otherwise specified, the City shall not be liable for
6 compensation or indemnity to any County employee for injury or sickness
7 arising out of his employment.
8

9 (e) In consideration of said services, City agrees to pay the County for actual
10 costs for services, labor, and materials in the performance of the work in
11 accordance with the rates and provisions listed in Exhibit A of this
12 agreement.
13

14 (f) City consents to the County's use, upon lands owned, leased, or otherwise
15 controlled by City, to the use of pesticides and devices listed in Exhibit
16 A, to control the pest listed in Section 1 (f), of this agreement.
17

18 (g) City has been informed of the methods and the manner in which the control
19 materials will be used and of the hazards and dangers involved to persons,
20 domestic animals, and vegetation in treated area.
21

22 SECTION 3. Assumption of Liability Agreement.

23 The assumption of liability agreement executed by the parties of this
24 agreement and approved by the Board of Supervisors on December 27, 1977,
25 currently in effect is hereby made a part of and incorporated into this
26 agreement as if set out in full herein unless said Assumption of Liability
27 agreement is expressly superseded by subsequent agreement hereafter entered
28 into between the parties hereto.
29

30 SECTION 4. Subject Property.

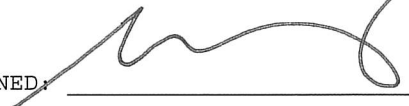
31 The address of the property or premise where said pest control services
32 shall be provided as described in Exhibit B of this agreement.

SECTION 5. Termination

(a) Unless sooner terminated as provided for herein, this agreement shall be effective July 01, 2023, and shall extend to June 30, 2024.

(b) Either party may terminate this agreement upon ten (10) days written notice to the other party.

City of Rolling Hills

SIGNED: 

Print Name: Elaine Jeng

DATE: 06/23/2023

Billing Address:

2 Portuguese Bend Rd., Rolling Hills, CA 90274

Phone No.

(310) 377-1521

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures
12300 Lower Azusa Road
Arcadia, CA 91006
(626) 575-5462

WORK TO BE DONE AS REQUESTED.

TOTAL NOT TO EXCEED \$25,000.00

PAYMENT TO BE RECEIVED UPON MONTHLY BILLING.

ONLY THOSE MATERIALS APPLICABLE TO THIS AGREEMENT WILL BE UTILIZED.

*THERE IS NO CHARGE FOR TRAPS OR BAIT STATIONS UNLESS THEY ARE DAMAGED OR STOLEN.

THESE RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Labor:

Agric/Wts & Meas Inspector III	\$151.67 HR
Agricultural Chemical Sprayer	\$133.33 HR
Pest Control Worker	\$103.15 HR
Warehouse Worker I	\$97.83 HR
Weed Haz & Pest Abatement Worker	\$81.85 HR

Materials:

Bullseye Ind. Dye	\$0.41 oz
Dimension Ultra	\$12.90 pkt
Foam Fighter	\$0.21 oz
Fusilade II	\$2.23 oz
Gallery 75DF	\$8.65 oz
Gallery SC	\$4.83 oz
Garlon 3A	\$86.46 gal
Garlon 4	\$90.33 gal
Habitat Herbicide	\$0.62 oz
Landmark	\$7.14 oz
Liberate	\$33.08 gal
Manage Turf Herbicide	\$2.36 scp
Milestone VM	\$2.58 oz
Milestone VM Plus	\$37.66 gal
No Foam A	\$13.29 gal
Oust	\$4.01 oz
Pathfinder II	\$54.85 gal
Polaris	\$0.47 oz

1	Portfolio 4FCA	\$737.50 gal
2	Pro Spreader Activator	\$15.31 gal
3	Telar XP	\$16.92 oz
4	Transline	\$2.70 oz
5		
6	Box Trap	\$8.08 ea
7	Diphacinone Rodent bait (.005%)	\$1.67 lb
8	Diphacinone Rodent bait (.01%)	\$1.87 lb
9	Fumitoxin Tablet	\$0.08 ea
10	Gas Cartridge	\$2.98 ea
11	Maki Block	\$4.36 lb
12	Omega Gopher Grain Bait 0.5% Strychnine	\$0.55 oz
13	PCQ Pro Rodent Bait	\$0.33 oz
14	Talpirid	\$1.94 ea
15	Weevil-Cide Tablets	\$0.04 ea
16	Advion Fire Ant Bait	\$20.07 lb
17	Astro Insecticide	\$0.86 oz
18	Bee Catcher Trap-Bee Master	\$6.82 ea
19	Corn Scratch	\$0.29 lb
20	Extinguish Plus	\$12.48 lb
21	M-Pede (insecticide)	\$0.17 oz
22	Merit 75 WSP (pkt)	\$19.02 pkt
23	Siesta Fire Ant Bait	\$1.04 oz
24	Termidor	\$1.04 oz

25

26 Vehicles:

27	Spray Rig Vehicle-IV	\$263.68 hr
----	----------------------------	-------------

28

29

30

31

32

AREAS TO BE TREATED:

Various areas as requested by the Rolling Hills City.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.B
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONSIDERATION OF DRAFTING A RESOLUTION AND/OR SENDING A LETTER IN OPPOSITION TO THE 2024 STATE BALLOT MEASURE INITIATIVE NO. 21-0042A1, THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT (COUNCILMEMBER DIERINGER)

DATE: January 22, 2024

BACKGROUND:

The following information within the staff report and attachments are provided by the League of California Cities (CalCities) to help local municipalities make an informed decision regarding the Taxpayer Protection and Government Accountability Act (Attachment A), which will be on the November 2024 ballot.

The Taxpayer Protection and Government Accountability Act would amend the California Constitution with provisions that limit voters' authority and input, adopt new and stricter rules for raising taxes and fees, and may make it more difficult to impose fines and penalties for violation of state and local laws.

If passed by the voters of California, the measure could put billions of local government tax and fee revenues at risk statewide with related core public service impacts.

The proposed constitutional initiative is sponsored by the California Business Roundtable.

MAJOR PROVISIONS

Fees & Charges:

- Except for licensing and other regulatory fees, fees and charges may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." The burden to prove the fee or charge does not exceed "actual cost" is changed to "clear and convincing" evidence.
- Requires fees and charges paid for the use of local and state government property and

the amount paid to purchase or rent government property to be “reasonable.” These fees and charges are currently allowed to be market-based. Whether the amount is “reasonable” (introducing a new legal standard aiming to force below market fee and charge amounts) must be proved by “clear and convincing evidence.” The standard may significantly reduce the amount large companies (e.g., oil, utilities, gas, railroads, garbage/refuse, cable, and other corporations) will pay for the use of local public property.

- Prohibits fees on new development based on vehicle miles traveled.

Taxes:

- Taxes and fees adopted after Jan. 1, 2022, that do not comply with the new rules, are void unless reenacted.
- Invalidates Upland decision that allows a majority of local voters to pass special taxes. The measure specifies that taxes proposed by the initiative are subject to the same rules as taxes placed on the ballot by a city council.
- Expressly prohibits local advisory measures which allow local voters to express a preference for how local general tax dollars should be spent.
- Requires voter approval to expand existing taxes (e.g., Utility, Transient Occupancy) to new territory (e.g., annexations) or to expand the tax base (e.g., new utility service)
- New taxes can only be imposed for a specific time period.
- City charters may not be amended to include a tax or fee.
- All state taxes require majority voter approval.

Fines & Penalties:

- May require voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

DISCUSSION:

On Jan. 4, 2022, the California Business Roundtable filed the “Taxpayer Protection and Government Accountability Act” or AG# 21-0042A1. On Feb. 1, 2023, the measure qualified for the November 2024 ballot.

The League of California Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly opposes this initiative.

Local government revenue-raising authority is currently substantially restricted by state statute and constitutional provisions, including the voter approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010. The Taxpayer Protection and Government Accountability Act adds and expands restrictions on voters and local government tax and fee authority.

Fees & Taxes: (Attachment B)

Local governments levy a variety of fees and other charges to provide core public services. Major examples of affected fees and charges are:

- Nuisance abatement charges, such as for weed, rubbish, and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup

programs.

- Commercial franchise fees.
- Emergency response fees, such as in connection with DUI.
- Advanced Life Support (ALS) transport charges.
- Document processing and duplication fees.
- Transit fees, tolls, parking fees, and public airport and harbor use fees.
- Facility use charges, fees for parks and recreation services, garbage disposal tipping fees.

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies, including council-adopted increases to simply accommodate inflation, Cal Cities estimates the amount of local government fee and charge revenue at risk is approximately \$2 billion per year including those adopted since Jan. 1, 2022. Over ten years, \$20 billion of local government fee and charge revenues will be at heightened legal peril.

Examples of affected fees and charges for the City of Rolling Hill's would include:

- Property development application processing and related fees;
- Construction and demolition fees;
- Plan reviews;
- Building permit fees;
- Code Enforcement or abatement related fees;
- Purchase, rental or lease of local government property;
- Charges imposed as a condition of property development;
- Proposition 218 Fees, Charges, and Assessments including Sanitary Sewer rates, Flood protection/water runoff charges, and refuse rates.

Hundreds of local tax measures were approved in 2022 that likely do not comply with the provisions of the initiative. Nearly \$2 billion of annual revenues from these voter-approved measures will cease a year after the effective date of the measure, reducing the local public services funded by these measures, unless the tax is re-submitted for voter approval.

Reductions on local government tax revenues have impacts on core services and infrastructure including fire and emergency response, law enforcement, streets and roads, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention, and mental health services.

Examples of the City of Rolling Hill's affected revenue measures and service impacts include:

- Property development applications and processing; and
- Code Enforcement or abatement-related issues.

Fines & Penalties

Under existing law, cities are required to provide due process before imposing a penalty or fine for violation of its municipal code:

1. A local agency must adopt administrative procedures that govern imposing fines and

penalties, including providing a reasonable period of time for a person responsible for a continuing violation to correct or remedy the violation [Gov't Code 53069.4].

2. Notice must be given to the violating party before imposing the penalty; and give the party an opportunity to be heard and present any facts or arguments [Merco Construction Engineers v. Los Angeles Unified School District (1969) 274 CA 2d 154, 166].
3. The fine may not be "excessive" [U.S. Constitution amendments VIII and XIV].

The initiative converts administratively imposed fines and penalties into taxes unless a new, undefined, and ambiguous "adjudicatory due process" is followed. This provision may put at risk authority to impose fines and penalties for violations of state and local law.

Examples of the City of Rolling Hill's affected fines and penalties include:

- Code Enforcement or abatement-related fees

CalCities has provided a sample resolution (Attachment E) and letter of opposition (Attachment D).

FISCAL IMPACT:

The Taxpayer Protection and Government Accountability Act will take billions of dollars away from local government services statewide. (Attachment C)

RECOMMENDATION:

Provide direction to staff on drafting a resolution and/or sending a letter of opposition.

ATTACHMENTS:

- A. [CL_AGN_240122_CC_CBRT_21-0042A1_BallotInitiative_Text.pdf](#)
- B. [CL_AGN_240122_CC_CBRT_Example_Fees&Charges.pdf](#)
- C. [CL_AGN_240122_CC_CBRT_FiscalAnalysis.pdf](#)
- D. [CL_AGN_240122_CC_CBRT_Example_OpposeLetter.pdf](#)
- E. [CL_AGN_240122_CC_CBRT_Example_Oppose_Resolution.pdf](#)

BELL, McANDREWS & HILTACHK, LLP
ATTORNEYS AND COUNSELORS AT LAW
455 CAPITOL MALL, SUITE 600
SACRAMENTO, CALIFORNIA 95814

(916) 442-7757
FAX (916) 442-7759
www.bmhlaw.com

21 - 0042 Amdt. # 1

January 4, 2022

RECEIVED

JAN 04 2022

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 21-0042 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 "The Taxpayer Protection and Government Accountability Act." The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than \$234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) (a) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) ~~(b)~~ As used in this section and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind imposed by the State state law that is not an exempt charge, except the following:

(e) As used in this section, "exempt charge" means only the following:

(1) ~~a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.~~

(1) ~~(2)~~ A reasonable charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the State of providing the service or product to the payor.

(2) ~~(3)~~ A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.

(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine, or penalty, ~~or other monetary charge~~ including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.

(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

(f) ~~(e)~~ Any tax or exempt charge adopted after January 1, ~~2022~~ 2010, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.

(g) ~~(1) (d)~~ The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor., that the amount is no more than necessary to cover the reasonable costs of the governmental activity and

that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(c) (a) "General tax" means any tax imposed for general governmental purposes.

(d) "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

(e) (b) "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article II or the initiative power provided by a charter or statute.

(f) "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

(g) (c) "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

(h) (d) "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

(i) (e) As used in this article, and in Section 9 of Article II, "tax" means every any-levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge, except the following:

(i) As used in this section, "exempt charge" means only the following:

(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

(1) (2) A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

(2) (3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) (4) A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

(4) (5) A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

(5) (6) A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

(6) (7) An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local ~~law government, whether proposed by the governing body or by an elector,~~ may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) ~~Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).~~ (d) No local ~~law government, whether proposed by the governing body or by an elector,~~ may impose, ~~extend, or increase~~ any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (j) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or~~ charge, or surcharge, including a surcharge based on the value of property, shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax ~~imposed pursuant to~~ described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.

Examples of fees and charges that are impacted by CBRT

- Category #1 (Products and Services). Examples¹:
 - Property development application processing fees
 - Plan Review
 - Gas and electricity service charges
 - Parks and Recreation classes and lessons
 - Child care services
 - Jail booking fees
 - Copies of police reports
 - Emergency services fees
- Category #2 (Regulatory and Licensing Activity). Examples:
 - Building permit fees
 - Sales tax audits
 - Abatement of weeds on private property
 - Conducting inspections of rental housing
 - Fire inspections
- Category #3 (Entrance to or use of local government property, or the purchase, rental or lease of local government property. Examples²:
 - Lease of city museum to non-profit organization
 - Use of Council Chambers by private groups
 - Use/lease of city-owned convention center
 - Use/lease of city-owned park or other recreation area
- Category #4 (Fines and penalties for administrative Code enforcement)³
- Category #5 (Charges imposed as a condition of property development)⁴
- Category #6 (Charges covered by Proposition 218 – SEE BELOW)
- Category #7 (Charges for specific health care services)

¹ Amount must be “reasonable” and may not exceed “actual” (minimum) cost.

² Amount must be “reasonable”

³ Adds requirement for undefined adjudicatory process

⁴ No fee based upon vehicle miles traveled (VMT)

Proposition 218 fees, charges, and assessments: Exception #6 (examples)

- Water rates
 - Sanitary sewer rates
 - Flood protection/water run-off charges
 - Refuse rates
-
- Landscape and lighting assessments
 - Downtown Business Improvement District assessments
 - Parking District assessments
 - Flood control assessments

Fiscal and Program Effects of Initiative 21-0042A1 on Local Governments

If Initiative 21-0042A1 is placed on the ballot and passed by voters, it will result in:

- Over \$20 billion of local government fee and charge revenues over 10 years placed at heightened **legal peril**. Related public service reductions across virtually every aspect of city, county, special district, and school services especially for drinking water, sewer sanitation, and public health and safety.
- About \$2 billion of revenues each year from fees and charges adopted after January 1, 2021 **subject to legal peril**.¹
- Over \$2 billion dollars of annual revenues from dozens of tax measures approved by voters between January 1, 2022 and the effective date of the act² subject to additional voter approval if not in compliance with the initiative.
- Indeterminable legal and administrative burdens and costs on local government from new and more empowered legal challenges, and bureaucratic cost tracking requirements.
- The delay and deterrence of municipal annexations.
- Substantially higher legal and administrative cost of public infrastructure financing which will delay and deter new residential and commercial development.
- Service and infrastructure declines including in fire and emergency response, law enforcement, public health, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention and mental health services.

1. Local Government Taxes and Services Threatened

With regard to taxes, Initiative 21-0042A1:

- Prohibits advisory, non-binding measures as to use of tax proceeds on the same ballot.
 - o Voters may be less informed and more likely to vote against measures.
- Eliminates the ability of special tax measures proposed by citizen initiative to be enacted by majority voter approval (*Upland*).³
 - o Because the case law regarding citizen initiative special taxes approved by majority vote (*Upland*) is so recent, it is unknown how common these sorts of measures might be in the future. This initiative would prohibit such measures after the effective date of the initiative. Any such measures adopted after January 1, 2022 through the effective date of the Act should it pass would be void a year after the effective date of the initiative.
- Requires that tax measures include a specific duration of time that the tax will be imposed. This seems to require that all tax increases or extensions contain a sunset (end date).
 - o This would require additional tax measures to extend previously approved taxes.
- A city charter may not be amended to impose, extend, or increase a tax might interfere with the ability of cities that do not already have such authority in their charters to adopt Property Transfer Taxes.
 - o There are no more than a few of these every few years, but it is a valuable tax for those that adopt it.

¹ Assumes fee increases since January 1, 2022 would be subject to possible legal challenge if not adopted in compliance with the Initiative.

² The effective date of the initiative would be sometime in December 2024, the date the California Secretary of State certifies the election results of the November 5, 2024 election.

³ Unlike the initiative 17-0050, this initiative **does not** eliminate that ability of cities and counties to adopt general taxes by majority voter approval.

- Requires that a tax measure adopted after January 1, 2022 and before the effective date of the initiative that was not adopted in accordance with the measure be readopted in compliance with the measure or will be void twelve months after the effective date of the initiative.
 - o If past election patterns and elections in 2022 are an indication, over 200 tax measures approving more than \$2 billion annual revenues to support local public services would not be in compliance and would be subject to reenactment. Most will be taxes without a specific end date and special taxes (including parcel taxes). Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, the measures would each require declaration of emergency and unanimous vote of the governing board to be placed on a special election ballot within a year for approval or the tax will be void after that date. I would expect most to succeed, but some will not, in particular citizen initiative majority vote special taxes which would have to meet a higher voter approval threshold to continue.
- Requires voter approval to expand an existing tax to new territory (annexations). This would require additional tax measures and would deter annexations and land development in cities.
 - o If a tax is "extended" to an annexed area without a vote after January 1, 2022, it will be void 12 months later until brought into compliance. Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, such extensions would each require unanimous vote of the agency board to be placed on a special election ballot or would be void a year later.

1.a. Number of Measures and Value of Local Taxes at Risk⁴

Over a hundred local measures were approved in 2022 that likely do not comply with the provisions of Initiative 21-0042A1. Nearly \$2 billion of annual revenues from these voter approved measures will cease a year after the effective date of the measure, reducing the local public services funded by these measures. We can expect a similar volume of measures in 2024 and a similar volume of non-compliance. So the combined total of annual local funding directly affected by Initiative 21-0042A1 due to its retroactivity provision is about \$4 billion.

Citizen Initiative Special Taxes in 2022.

Special taxes placed on the ballot by citizen initiative and approved after January 1, 2022 by a majority but less than two-thirds of the voters are out of compliance with Initiative 21-0042A1.

On June 7, 2022, there were three local special tax measures placed on the ballot by citizen initiative. Two failed to get majority voter approval. A one percent transactions and use tax (sales tax) for the John C. Fremont Healthcare District in Mariposa County received 69.6 percent approval, over the two thirds needed for any special tax under California Constitution Article XIII C. So this measure was passed in compliance with Initiative 21-0042A1.

June 2022 Initiative Special Taxes - majority voter approval

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Estimated Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
John C. Fremont Healthcare District	Mariposa	Measure N	Transactions & Use Tax	1 cent	\$ 150,000	hospital	40yrs	69.6%	PASS
County of Kings	Kings	Measure F	Transactions & Use Tax	1/2 cent	\$ 11,700,000	fire	none	37.6%	FAIL
Manhattan Beach USD	Los Angeles	Measure A	School Parcel Tax	\$1095/yr	\$ 12,000,000	schools	12yrs	31.2%	FAIL

On November 8, 2022, there were 14 local special taxes placed on the ballot by citizen initiative. Seven of these

⁴ Source: Compilation and summary of data from County elections offices.

measures failed with less than majority voter approval. The other seven measures received majority, but less than two-thirds, voter approval. These measures passed under current law but are out of compliance with Initiative 21-0042A1. Taken together these seven taxes will provide estimated annual revenues of **from \$900,000 to \$1.4 billion** in support of parks and recreation, zoo, library, affordable housing, transportation, homelessness prevention, and schools in these communities.

November 2022 Initiative Special Taxes - majority voter approval

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Estimated Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
Crockett Community Services District	Contra Costa	Measure L	Parcel Tax	\$50/parcel	\$ 60,000	parks/recre	none	62.8%	PASS
Oakland	Alameda	Measure Y	Parcel Tax	\$68/parcel	\$ 12,000,000	zoo	20yrs	62.5%	PASS
County of Mendocino		Measure O	Transactions & Use Tax	1/8 cent then 1/4 cent in 2027	\$ 4,000,000	library	none	60.8%	PASS
Los Angeles	Los Angeles	Measure ULA	Property Transfer Tax	4% if >\$5m, 5.5% if >\$10m	\$600 m to \$1.1 b	affordable housing	none	57.3%	PASS
County of Sacramento		Measure A	Transactions & Use Tax	same 1/2 cent	\$ 212,512,500	transportati	40yrs	55.3%	PASS
San Francisco		Proposition M	Business Operations Tax	\$2500-\$5000/ vacant resid unit	\$ 20,000,000	housing	30yrs	54.5%	PASS
Santa Monica	Los Angeles	Measure GS	Property Transfer Tax	\$56/\$1000 if >\$8m	\$ 50,000,000	schools, homelessne ss, afford. housing	none	53.3%	PASS
					Total \$900,000 to \$1.4 billion				

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Estimated Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
County of Calaveras		Measure A	Transactions & Use Tax	1 cent	\$ 5,000,000	fire	none	49.4%	FAIL
South San Francisco (for Schools)	San Mateo	Measure DD	School Parcel Tax	\$2.50/sf	\$ 55,900,000	schools	none	47.2%	FAIL
County of Fresno (for CSU)		Measure E	Transactions & Use Tax	1/5 ct, 1/40 ct (Reedley)	\$ 36,000,000	Calif State Univ	20yrs	46.9%	FAIL
Santa Cruz	Santa Cruz	Measure N	Parcel Tax	\$6k/vacant SFU	xxx	vacant property	xxx	44.2%	FAIL
County of Monterey		Measure Q	Parcel Tax	\$49/parcel	\$ 5,500,000	childcare	10yrs	41.1%	FAIL
San Francisco City College	San Francisco	Measure O	School Parcel Tax	\$150/sfu	\$ 37,000,000	schools	10yrs	36.7%	FAIL
Morro Bay	San Luis Obispo	Measure B	Parcel Tax	\$120+/parcel	\$ 680,000	harbor	none	36.0%	FAIL
Inverness Public Utility District	Marin	Measure O	Parcel Tax	\$0.20/sf, \$150/vacant	\$ 276,000	fire	none	27.0%	FAIL

Non-Specific Tax Durations in 2022

Voters approved 106 measures in June 2022 (10) and November 2022 (96) that do not provide a specific duration of time that the tax will be imposed (end date). Typically, the ballot titles for these measures state that the tax would be imposed “until ended by voters.” Four of these measures also did not include any estimate of the annual revenues that the tax would generate, another violation of initiative 21-0042A1. Taken together, these approved local measures generate **\$561 million per year** that will expire a year after the effective date of the initiative if Initiative 21-0042A1 passes.

Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>
Oakland	Alameda	Measure T	Business Tax General	various	\$ 20,900,000		none	71.4% PASS
Culver City	Los Angeles	Measure BL	Business Tax General	various	\$ 10,000,000		none	60.5% PASS
El Segundo	Los Angeles	Measure BT	Business Tax General	various	\$ 3,000,000		none	51.2% PASS
Pico Rivera	Los Angeles	Measure AB	Business Tax General	various	\$ 5,800,000		none	75.5% PASS
Santa Ana	Orange	Measure W	Business Tax General	various	neutral		none	64.8% PASS
Tracy	San Joaquin	Measure B	Business Tax General	various	\$ 3,200,000		none	72.6% PASS
Burlingame	San Mateo	Measure X	Business Tax General	various	\$ 2,500,000		none	75.1% PASS
Los Gatos	Santa Clara	Measure J	Business Tax General	various	\$ 1,100,000		none	53.4% PASS
Santa Clara	Santa Clara	Measure H	Business Tax General	\$45/employee, \$15/rental unit	\$ 6,000,000		none	59.5% PASS
Brisbane	San Mateo	Measure O	Business Tax lodging busn	\$2.50/rm/day	\$ 250,000		none	69.2% PASS
East Palo Alto	San Mateo	Measure L	Business Tax resid. rentals	2.5% gross Rcpts	\$ 1,480,000		none	69.9% PASS
County of Santa Cruz Unincorporated		Measure C	Busn Tax-disp cups	12.5cents/cup	\$ 700,000		none	68.2% PASS
South Lake Tahoe	El Dorado	Measure G	Busn Tax Cannabis	6% retail, manufacturing	\$ 950,000		none	62.9% PASS
McFarland	Kern	Measure O	Busn Tax Cannabis	8% of gross receipts retail,	\$ 1,800,000		none	63.5% PASS
Avenal	Kings	Measure C	Busn Tax Cannabis	\$25+/s for 15% gr rcpts	\$ 600,000		none	61.8% PASS
Baldwin Park	Los Angeles	Measure CB	Busn Tax Cannabis	4% gross Rcpts	\$ 300,000		none	51.3% PASS
Claremont	Los Angeles	Measure CT	Busn Tax Cannabis	4%-7% gr rcpts, \$1-	\$ 500,000		none	61.1% PASS
County of Los Angeles Unincorporated		Measure C	Busn Tax Cannabis	4% gross receipts retail,	\$ 15,170,000		none	60.1% PASS
Cudahy	Los Angeles	Measure BA	Busn Tax Cannabis	15% gross Rcpts	\$ 3,600,000		none	54.0% PASS
El Segundo	Los Angeles	Measure Y	Busn Tax Cannabis	10% Gross Rcpt,	\$ 1,500,000		none	72.8% PASS
Hermosa Beach	Los Angeles	Measure T	Busn Tax Cannabis	10% Gross Rcpt,	\$ 1,500,000		none	67.6% PASS
Lynwood	Los Angeles	Measure TR	Busn Tax Cannabis	5%to 10%	\$ 3,000,000		none	66.4% PASS
Santa Monica	Los Angeles	Measure HM	Busn Tax Cannabis	10% gross Rcpts	\$ 5,000,000		none	66.4% PASS
South El Monte	Los Angeles	Measure CM	Busn Tax Cannabis	6% special excise tax on	\$ 126,000		none	53.7% PASS
Monterey	Monterey	Measure J	Busn Tax Cannabis	6% gross Rcpt	\$ 1,300,000		none	65.2% PASS
Pacific Grove	Monterey	Measure N	Busn Tax Cannabis	6% gross Rcpt	\$ 300,000		none	70.8% PASS
Huntington Beach	Orange	Measure O	Busn Tax Cannabis	6% retail, 1% other	\$ 600,000		none	54.7% PASS

Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>		<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>	
Laguna Woods	Orange	Measure T	Busn Tax Cannabis	4%-10% of gross receipts	\$ 750,000		none	61.1%	PASS
Corona	Riverside	Measure G	Busn Tax Cannabis	9% of gross receipts for	\$ 5,000,000		none	61.6%	PASS
Montclair	San Bernardino	Measure R	Busn Tax Cannabis	7% gross Rcpts	\$ 3,500,000		none	70.3%	PASS
County of San Diego Unincorporated		Measure A	Busn Tax Cannabis	6% retail, 3% distribution,	\$ 5,600,000		none	57.4%	PASS
Encinitas	San Diego	Measure L	Busn Tax Cannabis	4% to 7% of gross receipts	\$ 1,400,000		none	65.1%	PASS
Healdsburg	Sonoma	Measure M	Busn Tax Cannabis	8% gross Rcpt	\$ 500,000		none	72.7%	PASS
Exeter	Tulare	Measure B	Busn Tax Cannabis	10% retail and other, \$10/sf	?		none	66.5%	PASS
Tulare	Tulare	Measure Y	Busn Tax Cannabis	10% retail and other, \$10/sf	?		none	65.2%	PASS
Woodland	Yolo	Measure K	Busn Tax Cannabis	10% gross Rcpts	?		none	66.2%	PASS
Redlands	San Bernardino	Measure J	Busn Tax Distrib centers	from \$0.047/sf to \$0.105/sf	\$ 530,000		none	53.5%	PASS
Arcadia	Los Angeles	Measure SW	Busn Tax Sports Betting	5% gross Rcpts	n/a*		none	63.9%	PASS
Albany	Alameda	Measure K	ParcelTax	\$0.074+/sf	\$ 1,950,000	fire/EMS	none	76.0%	PASS
Cameron Park Airport District	El Dorado	Measure J	ParcelTax	by \$600 to \$900/parcel	\$ 117,900	airport/streets	none	78.2%	PASS
Highlands Village Lighting Benefit Zone	El Dorado	Measure L	ParcelTax	\$140+/parcel	\$ 10,920	streets	none	86.3%	PASS
Knolls Property Owners CSD	El Dorado	Measure P	ParcelTax	by \$300+ to \$600+/parcel	\$ 8,400	streets	none	75.5%	PASS
Sundance Trail Zone of Benefit	El Dorado	Measure C	ParcelTax	\$600+/yr	\$ 24,000	roads	none	73.2%	PASS
South Pasadena	Los Angeles	Measure LL	ParcelTax	xxx	?	library	none	86.2%	PASS
River Delta Fire District	Sacramento	Measure H	ParcelTax	\$90/yr	\$ 130,000	fire	none	72.1%	PASS
Emeryville	Alameda	Measure O	PropTransfTax	\$15/\$1000 if \$1m-\$2m,	\$ 5,000,000		none	71.6%	PASS
San Mateo	San Mateo	Measure CC	PropTransfTax	by 1% to 1.5% if >\$10m	\$ 4,800,000		none	71.8%	PASS
Alameda	Alameda	Measure F	TOT	by 4% to 14%	\$ 910,000		none	59.2%	PASS
Clovis	Fresno	Measure B	TOT	by 2% to 12%	\$ 500,000		none	69.7%	PASS
Kerman	Fresno	Measure G	TOT	10%	\$ 40,000		none	62.3%	PASS
Trinidad	Humboldt	Measure P	TOT	by 4% to 12%	\$ 65,000		none	77.6%	PASS
Imperial	Imperial	Measure G	TOT	by 4% to 12%	\$ 600,000		none	56.2%	PASS
Arcadia	Los Angeles	Measure HT	TOT	by 2% to 12%	\$ 730,000		none	54.1%	PASS
Santa Monica	Los Angeles	Measure CS	TOT	by 1%, 3% home shares	\$ 4,100,000		none	73.7%	PASS

Notes

?= Ballot measure title did not include an estimate of annual revenues, also not in compliance with Initiative 21-0042A1.

n/a*= Arcadia Measure SW passed but sports betting remains illegal after the failure of Propositions 26 and 27 on the November statewide ballot.

Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>	<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>
Anaheim	Orange	Measure J	TOT	online travel companies	\$ 3,000,000	none	59.2% PASS
La Palma	Orange	Measure P	TOT	by 4% to 12%	\$ 200,000	none	71.1% PASS
Colfax	Placer	Measure B	TOT	by 2% to 10%	\$ 29,000	none	73.5% PASS
Rocklin	Placer	Measure F	TOT	by 2% to 10%	\$ 300,000	none	59.8% PASS
Roseville	Placer	Measure C	TOT	by 4% to 10%	\$ 3,000,000	none	73.0% PASS
Big Bear Lake	San Bernardino	Measure P	TOT	by 2% to 10%	\$ 1,300,000	none	54.4% PASS
Grand Terrace	San Bernardino	Measure M	TOT	new 10%	\$ 250,000	none	51.9% PASS
Yucca Valley	San Bernardino	Measure K	TOT	by 5% to 12%	\$ 1,300,000	none	71.9% PASS
Imperial Beach	San Diego	Measure R	TOT	by 4% to 14%	\$ 400,000	none	67.4% PASS
El Paso de Robles	San Luis Obispo	Measure F	TOT	by 1% to 11%	\$ 750,000	none	61.2% PASS
Belmont	San Mateo	Measure K	TOT	by 2% to 14%	\$ 600,000	none	79.3% PASS
Millbrae	San Mateo	Measure N	TOT	by 2% to 14%	\$ 1,500,000	none	75.8% PASS
County of Humboldt Unincorporated		Measure J	TOT	by 2% to 12%	\$ 3,080,000	none	63.3% PASS
County of Placer - North Tahoe TOT Area		Measure A	TOT	by 2% to 10%	\$ 4,000,000	none	90.0% PASS
County of Santa Cruz Unincorporated		Measure B	TOT	by 1% to 12%	\$ 2,300,000	none	69.2% PASS
County of El Dorado - East Slope Tahoe		Measure S	TOT 2/3	by 4% to 14%	\$ 2,500,000	none	81.8% PASS
Chico	Butte	Measure H	TrUT	1 cent	\$ 24,000,000	none	52.4% PASS
Mendota	Fresno	Measure H	TrUT	1.25 cent	\$ 493,498	none	57.2% PASS
Blue Lake	Humboldt	Measure R	TrUT	1 cent	\$ 30,000	none	55.4% PASS
Rio Dell	Humboldt	Measure O	TrUT	3/4cent	\$ 400,000	none	53.3% PASS
County of Kern unincorporated areas		Measure K	TrUT	1 cent	\$ 54,000,000	none	50.8% PASS
McFarland	Kern	Measure M	TrUT	1 cent	\$ 579,662	none	62.2% PASS
Tehachapi	Kern	Measure S	TrUT	1 cent	\$ 4,000,000	none	57.2% PASS
Avenal	Kings	Measure A	TrUT	1 cent	\$ 500,000	none	72.5% PASS
Susanville	Lassen	Measure P	TrUT	1 cent	\$ 1,750,000	none	54.7% PASS
Baldwin Park	Los Angeles	Measure BP	TrUT	3/4 cent	\$ 6,000,000	none	58.1% PASS
Malibu	Los Angeles	Measure MC	TrUT	1/2 cent	\$ 3,000,000	none	52.6% PASS
Monterey Park	Los Angeles	Measure MP	TrUT	3/4 cent	\$ 6,000,000	none	58.5% PASS
Torrance	Los Angeles	Measure SS1	TrUT	1/2 cent	\$ 18,000,000	none	55.0% PASS
Larkspur	Marin	Measure G	TrUT	1/4 cent	\$ 700,000	none	59.4% PASS
Sand City	Monterey	Measure L	TrUT	by 1/2cent to 1.5cents	\$ 1,400,000	none	68.7% PASS
Hemet	Riverside	Measure H	TrUT	same 1 cent	\$ 15,000,000	none	58.0% PASS
Elk Grove	Sacramento	Measure E	TrUT	1 cent	\$ 21,000,000	none	54.1% PASS
Galt	Sacramento	Measure Q	TrUT	1 cent	\$ 3,600,000	none	52.4% PASS
Colton	San Bernardino	Measure S	TrUT	1 cent	\$ 9,500,000	none	66.8% PASS
Ontario	San Bernardino	Measure Q	TrUT	1 cent	\$ 95,000,000	none	53.2% PASS
Solana Beach	San Diego	Measure S	TrUT	1 cent	\$ 3,000,000	none	66.7% PASS
Brisbane	San Mateo	Measure U	TrUT	1/2 cent	\$ 2,000,000	none	63.9% PASS
Goleta	Santa Barbara	Measure B	TrUT	1 cent	\$ 10,600,000	none	64.7% PASS
Solvang	Santa Barbara	Measure U	TrUT	1 cent	\$ 1,600,000	none	63.1% PASS

Measures in 2022 with Non-Specific Durations

<u>Agency Name</u>	<u>County</u>	<u>Tax/Fee</u>	<u>Rate</u>	<u>Annual Revenue</u>	<u>Use</u>	<u>Sunset</u>	<u>YES%</u>
Watsonville	Santa Cruz	Measure R	TrUT	1/2 cent	\$ 5,000,000	none	64.4% PASS
Vallejo	Solano	Measure P	TrUT	7/8 cent	\$ 18,000,000	none	54.7% PASS
Modesto	Stanislaus	Measure H	TrUT	1 cent	\$ 39,000,000	none	62.8% PASS
County of Colusa		Measure A	TrUT 2/3	1/2 cent	\$ 2,400,000	EMS	none 69.4% PASS
Atwater	Merced	Measure B	TrUT 2/3	same 1 cent	\$ 4,000,000	police/fire	none 73.7% PASS
Truckee	Nevada	Measure U	TrUT 2/3	by 1/4 cent to 1/2 cent	\$ 3,000,000	open space / trails	none 76.4% PASS
Palo Alto	Santa Clara	Measure L	Utility Transfer	18% gas	\$ 7,000,000	none	77.7% PASS
Santa Clara	Santa Clara	Measure G	Utility Transfer	5 %	\$ 30,000,000	none	84.2% PASS
Hercules	Contra Costa	Measure N	UUT	8%	\$ 3,600,000	none	69.3% PASS
Carson	Los Angeles	Measure UU	UUT	2% electr, gas	\$ 8,000,000	none	78.4% PASS
Sebastopol	Sonoma	Measure N	UUT	3.75% (same)	\$ 700,000	none	83.5% PASS

Co-temporal Advisory Measures in 2022

At the November 2022 election, there was just one local general tax measure that was accompanied by an advisory measure as to the use of funds. The City of Santa Monica's Measure DT property transfer tax failed with just 34 percent approval as voters instead chose the citizen initiative Measure GS.

There was also just one such tax use advisory measure on the June 2022 election. Susanville's voters passed Measure P, a 1 percent transactions and use (sales) tax that generates \$1.75 million per year⁵ for general city services. The measure was accompanied by advisory Measure Q, accompanied the city's It asked, "If Measure P passes, should the revenues be used to balance the budget to maintain and enhance existing public safety services (police and fire), and provide funding to support street infrastructure improvements and provide funding to support economic development efforts designed to increase businesses, jobs and visitors to Susanville?" Both measures passed. Under Initiative 21-0042A1, the tax will expire a year after the effective date of the initiative (i.e., in December 2025).

1.b. Additional Costs and Public Service Effects of the Tax Provisions

Assuming a similar volume of local measures through 2024 as we saw in 2022, there will be over 200 local measures that will need to be redrafted to comply with the Initiative and placed back on the ballot for the taxes to continue after December 2025. The costs of re-drafting, re-placing and re-voting on these measures, previously legally approved by voters, will be in the tens of millions in total statewide.

2. "Exempt Charges" (fees and charges that are not taxes) and Services Threatened

With regard to fees and charges adopted after January 1, 2022, Initiative 21-0042A1:

- Subjects new fees and charges for a product or service to a new "actual and reasonable test."
- Subjects fees and charges for entrance to local government property; and rental and sale of local government property to a new, undefined, "reasonable" test.
- Allows legal challenge to any tax adopted before the effective date of the initiative and after January 1,

⁵ The Susanville measure also did not include a specific end date and so is included in the list and totals of those measures.

2022. Such a lawsuit could enjoin (stop) the enactment of the tax pending the outcome of the legal challenge.

- Subjects a challenged fee to new, higher burdens of proof if legally challenged.

2.a. Value on New Local Government Fees and Charges at Risk⁶

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies and increases in those fees simply to accommodate inflation, the amount of local government fee and charge revenue placed at risk is about **\$2 billion per year including those adopted since January 1, 2022. Of \$2 billion, about \$900 million (45 percent) is for special districts, \$800 million (40 percent) is cities, and \$300 million (15 percent) is counties.**⁷

Major examples of affected fees and charges are:

1. Certain water, sanitary sewer, wastewater, garbage, electric, gas service fees.
2. Nuisance abatement charges - such as for weed, rubbish and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
3. Emergency response fees - such as in connection with DUI.
4. Advanced Life Support (ALS) transport charges.
5. Business improvement district charges.
6. Fees for processing of land use and development applications such as plan check fees, use permits, design review, environmental assessment, plan amendment, subdivision map changes.
7. Document processing and duplication fees.
8. Facility use charges, parking fees, tolls.
9. Fines, penalties.
10. Fees for parks and recreation services.

2.b. Additional Costs and Public Service Effects of the Fee/Charge Provisions

In addition to service delays and disruptions due to fee and charge revenues placed at greater legal risk, there would be substantial additional costs for legal defense. The risk to fees and charges will make infrastructure financing more difficult and will deter new residential and commercial development.

mc

⁶ Source: California State Controller Annual Reports of Financial Transactions concerning cities, counties and special districts, summarized with an assumed growth due to fee rate increases (not population) of 2 percent annually.

⁷ School fees are also affected but the amount is negligible by comparison.

SAMPLE OPPOSE LETTER

Email a copy to BallotMeasures@calcities.org as well as your Regional Public Affairs Manager.

CITY LETTERHEAD

DATE

Bismarck Obando
Director of Public Affairs, League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Letter Opposing Initiative 21-0042A1

On **DATE**, the **City/Town of _____** voted to oppose Initiative 21-0042A1, a deceptive, developer-sponsored proposition aimed for the November 2024 statewide ballot that would significantly jeopardize cities' ability to provide essential services and infrastructure for our residents.

The measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and projects and would limit voter input by prohibiting local advisory measures where voters can express a preference on how they want their local tax dollars spent.

This measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including impacts on local infrastructure and our environment.

This measure also may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods.

Unless defeated, the measure puts billions of dollars currently dedicated to local services at risk, and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.

PLEASE CITE SPECIFIC IMPACTS TO YOUR CITY THAT WOULD RESULT FROM THIS INITIATIVE.

The measure benefits wealthy corporations and real estate developers while decimating our local communities and neighborhoods.

You may list the City/Town of _____ in formal opposition to Initiative #21-0042A1 and include our city as part of the growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state opposed to this deceptive proposition.

Sincerely,

NAME

TITLE

CITY/TOWN of _____

Sample Resolution to Oppose Initiative 21-0042A1

WHEREAS, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

WHEREAS, the measure may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

THEREFORE, BE IT RESOLVED that the City/Town of [NAME] opposes Initiative 21-0042A1;

BE IT FURTHER RESOLVED, that the City/Town of [NAME] will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state.

We direct staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

PASSED, APPROVED, AND ADOPTED this day ____ of ____, 2023.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.C
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONSIDER AND APPROVE THE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2024

DATE: January 22, 2024

BACKGROUND:

The City Council reorganizes annually in December. The new Mayor reviews the City Council committee assignments and adjusts accordingly.

DISCUSSION:

The updated City Council committee assignments by Mayor Mirsch are attached for consideration and approval.

Under the Official Commissions/Boards category, the assignments were updated to reflect the new Mayor. Under the Standing City Council Committees category, adjustments were made by the new Mayor, taking into consideration expertise, availability, interest, and opportunities for rotation.

Mayor Mirsch has also officially added a line item for Block Captain Liaison to accurately reflect an assignment that she has assumed for many years.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDATION:

Consider the updated City Council committee assignments and approve the assignments as presented.

ATTACHMENTS:

[CC_ASM_240122_CommitteeAssignments_F.pdf](#)
[CC_ASM_230213_CommitteeAssignments_F.pdf](#)

**CITY OF ROLLING HILLS CITY COUNCIL COMMITTEE ASSIGNMENTS
2024**

1. OFFICIAL COMMITTEES/BOARDS

COMMITTEE LIAISON	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. CALIFORNIA CONTRACT CITIES ASSOCIATION		D			A
b. LEAGUE OF CA CITIES		D			A
c. SOUTH BAY CITIES COUNCIL OF GOVERNMENTS		A			D
d. LA SANITATION DISTRICT NO. 5		A			D
e. VECTOR CONTROL DISTRICT					
f. PEN. REG. LAW ENFORCEMENT COM./PUBLIC SAFETY			D		D
g. PENINSULA CITIES MAYORS' COMMITTEE			D		A
h. LOS ANGELES COUNTY CITY SELECTION COMMITTEE			A		D
i. SOUTHERN CALIFORNIA ASSOC. OF GOVERNMENTS (SCAG)					D

2. CITY COUNCIL COMMITTEES (STANDING)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. PERSONNEL		X		X	
b. FINANCE/BUDGET/AUDIT	X			X	
c. PLANNING COMMISSION LIAISON			X		
d. TENNIS CLUB LIAISON				X	
e. CABALLEROS LIAISON			X		
f. INSURANCE COMMITTEE (CJPIA)		D		A	
g. WOMEN'S COMMUNITY CLUB LIAISON			X		
h. TRAFFIC COMMISSION REPRESENTATIVE					X
i. SOLID WASTE/RECYCLING			X		X
j. CITY/ASSOCIATION LIAISON			X		
k. UNDERGROUND UTILITY				X	X
l. BLOCK CAPTAIN PROGRAM LIAISON			X		

3. AD HOC SUBCOMMITTEES (FYI ONLY)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. DRAINAGE AD HOC SUBCOMMITTEE			X	X	
b. FIRE FUEL REDUCTION AD HOC COMMITTEE (data collection on mitigation)		X	X		

CITY OF ROLLING HILLS CITY COUNCIL COMMITTEE ASSIGNMENTS 2023

1. OFFICIAL COMMITTEES/BOARDS

COMMITTEE LIAISON	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. CALIFORNIA CONTRACT CITIES ASSOCIATION		D			A
b. LEAGUE OF CA CITIES		D			A
c. SOUTH BAY CITIES COUNCIL OF GOVERNMENTS		A			D
d. LA SANITATION DISTRICT NO. 5		A			D
e. VECTOR CONTROL DISTRICT					
f. PEN. REG. LAW ENFORCEMENT COM./PUBLIC SAFETY		D			D
g. PENINSULA CITIES MAYORS' COMMITTEE			A		D
h. LOS ANGELES COUNTY CITY SELECTION COMMITTEE			A		D
i. SOUTHERN CALIFORNIA ASSOC. OF GOVERNMENTS (SCAG)					D

2. CITY COUNCIL COMMITTEES (STANDING)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. PERSONNEL	X		X		
b. FINANCE/BUDGET/AUDIT	X			X	
c. PLANNING COMMISSION LIAISON			X		
d. TENNIS CLUB LIAISON				X	
e. CABALLEROS LIAISON			X		
f. INSURANCE COMMITTEE (CJPIA)		D		A	
g. WOMEN'S COMMUNITY CLUB LIAISON			X		
h. TRAFFIC COMMISSION REPRESENTATIVE					X
i. SOLID WASTE/RECYCLING			X		X
j. CITY/ASSOCIATION LIAISON				X	
k. UNDERGROUND UTILITY				X	X

3. AD HOC SUBCOMMITTEES (FYI ONLY)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. DRAINAGE AD HOC SUBCOMMITTEE			X	X	
b. FIRE FUEL REDUCTION AD HOC COMMITTEE (data collection on mitigation)		X	X		



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.D
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KARINA BAÑALES, CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: UPDATE FROM THE SOLID WASTE AND RECYCLING COMMITTEE REGARDING REPUBLIC SERVICES FIELD OPERATION ISSUES AND EXPANSION OF MOTHER TRUCK STAGING SITE LOCATIONS

DATE: January 22, 2024

BACKGROUND:

Over the past seven months, City staff has handled calls and emails from residents regarding their dissatisfaction with Republic Services. Residents have expressed a variety of concerns including, but not limited to, the following:

- missed trash pick-ups due to vehicles breaking down;
- low staffing levels;
- newer employees' unfamiliarity with the city's trash route system;
- the decline in customer service;
- staging locations of mother trucks; and
- residents having to pick up trash once a mother leaves its location.

Between August and December 2023, meetings and brainstorming sessions were held involving City staff, Republic Services management, and the Solid Waste & Recycling Committee (SWRC), consisting of Mayor Leah Mirsch and Councilmember Patrick Wilson. The result of these meetings and discussions led to City staff addressing operational, staging, routing, and contractual/administration concerns in collaboration with Republic Services.

At the SWRC meetings, City staff received direction from the committee and were requested to prepare findings for discussion at the January 12, 2024 committee meeting. The areas of focus included:

- City staff monthly check-in/accountability meetings with the Republic Services Operations Supervisor;
- Continue exploration of mother truck staging locations expansion to ideally once a week for half-day;
- Consider utilizing all 2010 City Council-approved mother truck staging locations;
- Introduce new staging locations for the City Traffic Engineer to evaluate/approve and seek Traffic Commission and City Council consideration to accept or reject new locations.

This evening, a summary of the January 12, 2024 SWRC meeting will be presented to the City Council to ensure that information regarding Republic Services is appropriately disseminated and for residents to be informed.

DISCUSSION:

On January 12, 2024, the SWRC committee convened to discuss Republic Services' operational issues (resident complaints and trucks breaking down), mother truck staging locations, and the creation of a "kitchen cabinet" group hosted by Mayor Mirsch. Below is a summary of the discussion followed by specific directions from the Committee.

Operational Issues:

Over multiple months, City staff met with Republic Services representatives to discuss issues the committee and residents brought forth. During those discussions, staff shared that the complaints received by residents, as presented by Republic Services, did not align with the data collected by City staff. It was discovered that the Arizona-based 1-800 number dispatch center does not receive or keep a record of calls, texts, and emails between City staff and the Operations Supervisor. Furthermore, City staff shared that missed trash pick-ups resulted from insufficient staffing levels and vehicular breakdowns.

Staff will continue monitoring and tracking complaints in coordination with Republic's Operations Supervisor to ensure trash picks are no longer delayed.

Staging Locations and Routing:

Mother trucks have also caused great concern amongst residents when it is staged at a singular location(s) for multiple days during the week. Staff tasked Republic Services to revisit the fourteen 2010 City Council-approved mother truck staging locations and to identify whether the locations can host one mother truck for half the day, once a week. Republic will also be evaluating other potential new locations in collaboration with City staff and the Rolling

Hills Community Association (RHCA) Maintenance Supervisor. Below are the current approved mother truck locations, including Republic Services recommended staging time frame:

Area 1

Location	Day/Time
Saddleback Rd & Roadrunner Rd	Monday Morning
Wagon Lane/ Portuguese Bend Rd	Monday Afternoon
Georgeff Rd	Thursday Morning
Saddleback Rd/ Roadrunner Rd (Between 36 & 42)	<i>No staging at this time</i>

Area 2

Location	Day/Time
Caballeros Rd & Crest Road E	Thursday Afternoon
Crest Rd E & Eastfield Dr	Friday Afternoon
Chuckwagon Rd & Eastfield Dr	<i>No staging at this time</i>
Outrider Rd & Eastfield Dr	Tuesday Afternoon
Packsaddle Rd E	<i>No staging at this time - Repeated twice</i>

Area 3

Location	Day/Time
Packsaddle Rd E	<i>No staging at this time - Repeated twice</i>
Portuguese Bend Rd S & Ranchero Rd	Tuesday Morning
Quailridge Rd N	<i>No staging at this time</i>
Buggywhip Dr & Crest	Friday Morning
Johns Canyon Rd	<i>No staging at this time</i>

The SWRC Committee directed City staff to use the 2010 City Council-approved mother truck staging locations utilizing the Republic's recommended days. In addition, staff will coordinate a meeting with the RHCA on methods by which the City and RHCA can work together to improve specific existing or potential staging locations and with the City Engineer to consider new locations and review them to ensure they are safe under present-day conditions. The Committee also directed that a timeline be developed for Republic Services toward achieving these goals/directives.

Kitchen Cabinet Group:

Mayor Mirsch noted that she would like to host a small group of residents (3 to 4) to share ideas on improving the service levels provided by Republic Services. Committee Member Wilson concurred with the Mayor's suggestion and hopes it will assist in collecting feedback that can ultimately improve services.

Additional Information:**Public Comment:**

It is important to note that one resident at the meeting provided public comment regarding their concerns about mother truck locations, specifically in front of their home, and excessive trash being left behind.

Public Outreach:

Staff will continue to provide updates in the blue newsletter regarding the exploration of additional mother truck staging locations, including those approved in 2010. In addition, the SWRC will continue to meet and report on information discussed at the meetings.

FISCAL IMPACT:

None.

RECOMMENDATION:

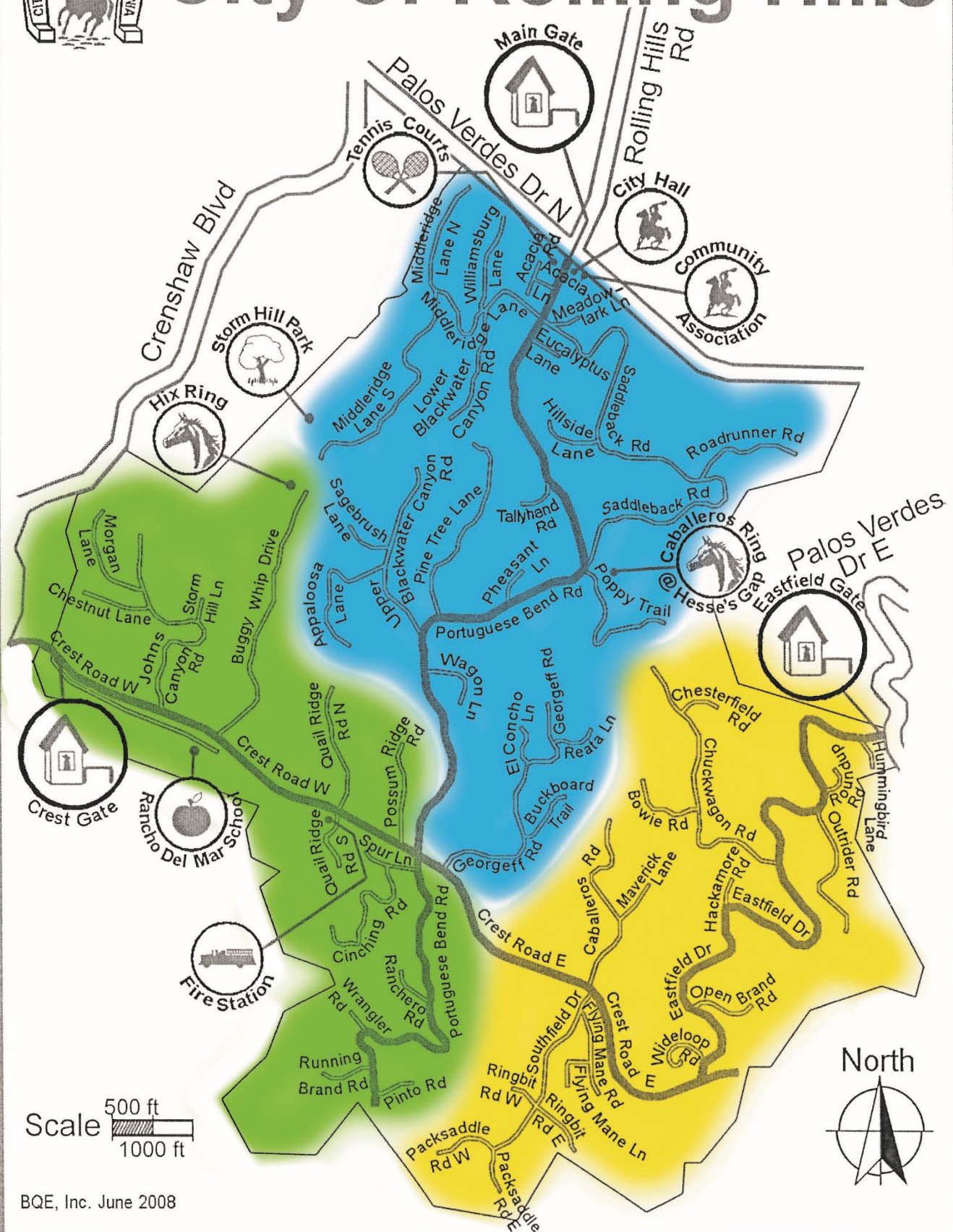
Receive and file. Provide direction to staff.

ATTACHMENTS:

[AD_MAP_240122_Refuse_Areas.pdf](#)



City of Rolling Hills



BQE, Inc. June 2008

Area 1

Area 2

Area 3



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.A
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE FOURTH QUARTER OF 2023 (OCTOBER 1 THROUGH DECEMBER 31)

DATE: January 22, 2024

BACKGROUND:

The Code Enforcement Division provides quarterly updates on fuel abatement cases, including open and closed cases. Cases include dead vegetation and other code violations for the fourth quarter of 2023. Also included is a list of cumulative open cases.

DISCUSSION:

During the fourth quarter of 2023, a total of 9 cases were closed, including 6 dealing with vegetation or dead trees; 10 cases were opened, including 6 involving vegetation or dead trees. Currently, code enforcement is working on 12 open cases, of which five deal with vegetation or dead trees. The City is currently working on two open animal complaints; a third complaint was closed during the fourth quarter. The time dedicated to contacting the complainant, dog owner, and LA County Animal Control, along with preparing letters and following up, is time-consuming. There are also ongoing violations that require additional attention, some of which have been referred to the City Attorney's office.

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

Quarterly Fire Fuel Abatement Meeting

On January 11, 2024, the City held a Quarterly Fire Fuel Abatement meeting with the LA County Department of Agricultural Commissioner/Weights and Measures (W&M) and the Palos Verdes Peninsula Land Conservancy (PVPLC). W&M reported letters were sent to vacant property owners about dead vegetation within 200 feet of a neighboring structure or 10 feet from a roadway. They also reported they took action on the property at 79 Eastfield Drive in coordination with the LA County Fire Department. The property had been overgrown with

vegetation and neglected. It has since been cleared. W&M will resume making annual inspections in April.

PVPLC reported it has purchased a new mower to help with clearance in the Land Conservancy. This covers equipment costs but not labor. They will begin clearing areas that have been funded. Other areas not funded will have to wait until funding is available.

Meeting with Southern California Edison

On January 16, 2024, staff met with Southern California Edison (SCE) to discuss vegetation management around powerlines. SCE conducts year-round inspections twice a year. Their policy is to contact residents first before working on clearing vegetation. If contact has not been made, they will attempt to contact a neighbor to see if there is alternative access. If there is a downed line, SCE attempts to deal with the issue quickly. They will remove any vegetation interfering with the line but will not remove fallen trees entirely. This is the homeowner's or RHCA's responsibility if on a roadway easement.

FISCAL IMPACT:

Code enforcement services is provided contractually, and payment is made from the General Fund.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[CE_QRP_2023_Q4_All_Open_Cases.pdf](#)

[CE_QRP_2023_Q4_Opened_Cases.pdf](#)

[CE_QRP_2023_Q4_Closed_Cases.pdf](#)



ALL OPEN CASES

Case Date	Address of Violation	Description	Follow UP	Follow Up Date	Main Status
12/5/2023	100 Saddleback Rd.	Tumbleweeds and overgrown vegetation	Follow-up with owner	1/23/2024	Open
11/7/2023	16 Buggy Whip Dr.	Trees in violation of conditions of approval	Follow-up with owner	1/23/2024	Open
11/2/2023	17 Eastfield Dr.	Unpermitted construction	Planning application required	1/23/2024	Open
10/26/2023	17 Crest Rd. E	Unpermitted work	Planning application required	1/23/2024	Open
10/5/2023	5 Outrider Rd.	Dog on the loose	Follow-up with dog owner; update complainant	1/23/2024	Open
7/13/2023	79 Eastfield Dr.	Overgrown vegetation/unfinished construction	Referred to City Attorney; vegetation cleared but construction remains	1/31/2024	Open
6/22/2023	4 Possum Ridge Rd.	Unpermitted work/grading	Planning application required	1/23/2024	Open
6/13/2023	20 Portuguese Bend Rd.	Aggressive Animal (Dog)	Follow-up with dog owner; update complainant	1/23/2024	Open
9/22/2022	29 Middleridge Ln. S	Extensive grading and importing of soil; dead shrubs/trees/vegetation on the property (visible from the road)	Planning application required	1/23/2024	Open
6/9/2022	4 Spur Ln.	Dead/Dry vegetation	Follow-up with owner; PC reviewing project	1/23/2024	Open
7/6/2021	1 Chestnut Ln.	Unpermitted structure (gazebo)	Approved by PC on 1/16/24; CC review in February	2/12/2024	Open
11/1/2019	2950 Palos Verdes Dr. N	Red-tagged residence	Referred to City Attorney	1/31/2024	Open

Total Records: 12

1/17/2024



CASES OPENED DURING Q4 2023

10/01/2023 - 12/31/2023

Case Opened	Address of Violation	Description	Follow Up Date	Main Status
12/5/2023	100 Saddleback Rd.	Tumbleweeds and overgrown vegetation	1/23/2024	Open
11/21/2023	15 Flying Mane Rd.	Spotlight shining onto neighboring property	--	Closed
11/7/2023	3 Appaloosa Ln.	Dead vegetation (mustard) littering the slope near the property	--	Closed
11/7/2023	16 Buggy Whip Dr.	Trees in violation of conditions of approval	1/23/2024	Open
11/2/2023	17 Eastfield Dr.	Unpermitted construction	1/23/2024	Open
10/31/2023	88 Saddleback Rd.	Dead vegetation and a split tree seen along the trail	--	Closed
10/26/2023	1 Southfield Dr.	Tumbleweeds behind the property on the slope	--	Closed
10/26/2023	23 Crest Rd. E	Tumbleweeds and vegetation	--	Closed
10/26/2023	17 Crest Rd. E	Unpermitted work	1/23/2024	Open
10/5/2023	5 Outrider Rd.	Dog on the loose	1/23/2024	Open

Total Records: 10

1/17/2024



CASES CLOSED DURING Q4 2023

10/01/2023 - 12/31/2023

Case Date	Address of Violation	Description	Main Status	Case Closed
11/21/2023	15 Flying Mane Rd.	Spotlight shining onto neighboring property	Closed	12/21/2023
11/7/2023	3 Appaloosa Ln.	Dead vegetation (mustard) littering the slope near the property	Closed	12/12/2023
10/31/2023	88 Saddleback Rd.	Dead vegetation and a split tree seen along the trail	Closed	11/14/2023
9/26/2023	46 Eastfield Dr.	Dead palm fronds	Closed	10/17/2023
9/26/2023	63 Crest Rd. E	Dead palm fronds	Closed	10/17/2023
9/21/2023	13 Portuguese Bend Rd.	Dead tree alongside Blackwater Tr.	Closed	11/9/2023
8/11/2023	8 Hackamore Rd.	Dog Barking late at night	Closed	10/10/2023
8/3/2023	2 Chuckwagon Rd.	Dead tree near the street	Closed	11/9/2023
12/27/2022	52 Portuguese Bend Rd.	Unpermitted construction	Closed	10/17/2023

Total Records: 9

1/17/2024



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 01/22/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION - (PARAGRAPH (2) OF SUBDIVISION (D) AND PARAGRAPH (2) OF SUBDIVISION (E) OF GOVERNMENT CODE SECTION 54956.9) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE CITY IN THE LITIGATION. SIGNIFICANT EXPOSURE TO CIVIL LITIGATION (1CASE) - A. ALLEGED VIOLATIONS OF MS4 NPDES PERMIT

DATE: January 22, 2024

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS:

[CL_AGN_240122_LARWQCB_DOM-OF-004_Toxics_EPL.pdf](#)

[CL_AGN_240122_LARWQCB_LariatNutrients_EPL.pdf](#)

[CL_AGN_240122_LARWQCB_RHE_CityHallNutrients_EPL.pdf](#)

Los Angeles Regional Water Quality Control Board

January 10, 2024

City of Los Angeles
1149 South Broadway, 10th Floor
Los Angeles, California 90015-2213

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9273 62

City of Los Angeles County
Flood Control District
900 South Fremont Avenue
Alhambra, California 91803

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9273 79

City of Lomita
24320 Narbonne Avenue
Lomita, California 90717

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9261 74

Los Angeles County
P.O. Box 1460
Alhambra, California 91802-5912

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9261 81

City of Carson
701 East Carson Street
Carson, California 90745

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9261 98

City of Torrance
3031 Torrance Boulevard
Torrance, California 90503-5059

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9262 04

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9262 11

City of Rolling Hills Estates
4045 Palos Verdes Drive
North Rolling Hills Estates, California 90274

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9262 28

City of Palos Verdes Estates
340 Palos Verdes Drive
West Palos Verdes Estates, California 90274

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9262 35

City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9262 42

SETTLEMENT OFFER NO. R4-2024-0012; OFFER TO PARTICIPATE IN THE EXPEDITED PAYMENT PROGRAM RELATING TO VIOLATIONS OF WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES FOR CITY OF LOS ANGELES, 1149 SOUTH BROADWAY, 10TH FLOOR, LOS ANGELES; LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, 900 SOUTH FREMONT AVENUE, ALHAMBRA; CITY OF LOMITA, 24320 NARBONNE AVENUE, LOMITA; LOS ANGELES COUNTY, P.O. BOX 1460, ALHAMBRA; CITY OF CARSON, 701 EAST CARSON STREET, CARSON; CITY OF TORRANCE, 3031 TORRANCE BOULEVARD, TORRANCE; CITY OF ROLLING HILLS, 2 PORTUGUESE BEND ROAD, ROLLING HILLS; CITY OF ROLLING HILLS ESTATES, 4045 PALOS VERDES DRIVE, NORTH ROLLING HILLS ESTATES; CITY OF PALOS VERDES ESTATES, 340 PALOS VERDES DRIVE, WEST PALOS VERDES ESTATES; CITY OF RANCHO PALOS VERDES, 30940 HAWTHORNE BOULEVARD, RANCHO PALOS VERDES; NPDES PERMIT NO. CAS004004; WIDIS 4 19M1000132 4 19M1000134, 4 19M1000130, 4 19M1000133, 4 19M1000099, 4 19M1000166, 4 19M1000150, 4 19M1000151, 4 19M1000143, 4 19M1000148

Dear City of Los Angeles, Los Angeles County Flood Control District, City of Lomita, Los Angeles County, City of Carson, City of Torrance, City of Rolling Hills, City of Rolling Hills Estates, City of Palos Verdes Estates and City of Rancho Palos Verdes:

This letter is to notify the City of Los Angeles, Los Angeles County Flood Control District, City of Lomita, Los Angeles County, City of Carson, City of Torrance, City of Rolling Hills, City of Rolling Hills Estates, City of Palos Verdes Estates and City of Rancho Palos Verdes (each individually a "Permittee" and collectively the "Permittees") of alleged violations of the Regional Phase I MS4 NPDES Permit, Order No. R4-2021-0105 (MS4 Permit) identified in the Permittees' monitoring reports and to allow the Permittees an opportunity to participate in the Los Angeles Regional Water Quality Control Board's (Los Angeles Water Board's) Expedited Payment Program for Waste Discharge Violations (Expedited Payment Program) to resolve mandatory minimum penalties that must be assessed pursuant to California Water Code (Water Code) section 13385. The Permittees are encouraged to work together and designate a lead agent that will provide a response to this conditional offer no later than February 9, 2024.

NOTICE OF VIOLATION:

The Permittees have commingled MS4 discharges to a receiving water and are jointly responsible for meeting MS4 Permit requirements. (MS4 Permit section X.D.1.)

Compliance at the outfall discharging to the receiving water was determined for the Permittees as a whole in accordance with MS4 Permit section X.D.2.

Based on information the Permittees submitted to the Los Angeles Water Board for the 2019-2020, 2020-2021, 2021-2022 Reporting Years and in the June 15, 2023 semi-annual submittal, and each Permittee's selected compliance option(s) and TMDL compliance point(s) as identified in Table 1 and Table 2 of Exhibit 2 (attached), Los Angeles Water Board enforcement staff alleges that the Permittees have violated the MS4 Permit's Water Quality-Based Effluent Limitations (WQBELs) for Outfall 4 (DOM-OF-004) as identified in Exhibit 1, which is attached and incorporated by reference. The Permittees have the opportunity to address the alleged violations as discussed below.

STATUTORY LIABILITY:

Water Code sections 13385, subdivisions (h) and (i), and 13385.1 require the assessment of a mandatory minimum penalty of three thousand dollars (\$3,000) for specified serious and chronic effluent limit violations. Water Code section 13385, subdivision (c) allows for discretionary administrative civil liability of up to ten-thousand dollars (\$10,000) for each day in which the violation occurs, and ten dollars (\$10) for each gallon discharged but not cleaned up in excess of 1,000 gallons. If referred to the Attorney General for judicial enforcement, the Superior Court may assess up to twenty-five thousand dollars (\$25,000) for each day in which the violation occurs, and twenty-five dollars (\$25) per gallon discharged but not cleaned up in excess of 1,000 gallons.

Water Code section 13385, subdivision (h)(1) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars (\$3,000) for each serious violation. Pursuant to Water Code section 13385, subdivision (h)(2), a "serious violation" is defined as any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant by 20 percent or more, or for a Group I pollutant by 40 percent or more. Appendix A of 40 CFR section 123.45 specifies the Group I and II pollutants.

Water Code section 13385, subdivision (i) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars (\$3,000) for each chronic violation. A "chronic violation" occurs when there are three preceding effluent limitation violations (serious or non-serious) within a 180-day period. The fourth and any subsequent non-serious effluent limitation violation that occurs within the 180-day period is subject to a mandatory minimum penalty. (See Water Code, § 13385, subd. (i) (identifying all violation types that can be counted as a chronic violation subject to a mandatory minimum penalty.)

Pursuant to Water Code section 13385.1, subdivision (d), for the purposes of Water Code sections 13385.1 and 13385, subdivisions (h) and (i), "effluent limitation" means a numeric restriction or a numerically expressed narrative restriction, on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants that may be discharged from an authorized location. An effluent limitation may be final or interim and

may be expressed as a prohibition. An effluent limitation, for these purposes, does not include a receiving water limitation, a compliance schedule, or a best management practice. Unlike Water Code section 13385, subdivision (c), where violations of effluent limitations may be assessed administrative civil liability on a per day basis, the mandatory minimum penalty provisions identified above require the Los Angeles Water Board to assess a mandatory minimum penalty for “each violation” of an effluent limitation.

OFFER TO PARTICIPATE IN EXPEDITED PAYMENT PROGRAM:

The Permittees can avoid the issuance of a formal enforcement action seeking discretionary liability and settle the alleged violations identified in the attached Exhibit 1 by participating in the Los Angeles Water Board’s Expedited Payment Program and agreeing to pay the mandatory minimum penalty associated with the violations. Details of the proposed settlement are described below and addressed in the enclosed documents.

To promote the resolution of the alleged violations, the Los Angeles Water Board makes this conditional offer. The Permittees may accept this offer, waive the Permittees’ right to a hearing, and pay the mandatory minimum penalty of fifteen thousand dollars (\$15,000) for the violations described in Exhibit 1.

If the Permittees elect to do so, subject to the conditions below, the Los Angeles Water Board will accept that payment in settlement of any enforcement action that could be brought for the violations identified in Exhibit 1, will forego issuance of a formal administrative complaint for those violations, will not refer the violations to the Attorney General, and will waive its right to seek additional discretionary civil liability for the violations identified in Exhibit 1.

The Expedited Payment Program does not address or resolve liability for any violation that is not specifically identified in Exhibit 1 regardless of the date that the violation occurred.

PERMITTEES’ OPTIONS FOR RESPONSE TO OFFER:

To accept this offer, at least one Permittee must complete and return the enclosed “Acceptance of Conditional Resolution and Waiver of Right to Hearing; (Proposed) Order” (Acceptance and Waiver) on or before February 9, 2024. A Permittee’s submission of the Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability directly from other Permittees that were responsible in whole or in part for the exceedances. (See MS4 Permit section X.B.2 [explaining how a Permittee can demonstrate its discharge did not cause or contribute to an exceedance of an applicable WQBEL].)

If the Permittees choose to contest any of the violations alleged in Exhibit 1, please identify the specific violation and the basis for the challenge (e.g., factual error, affirmative defense, etc.) on or before February 9, 2024.

Responses contesting any of the violations alleged in Exhibit 1 shall be submitted as a pdf via email to Emma Averill (emma.averill@waterboards.ca.gov), with a follow-up call to (213) 620-6369 to confirm receipt, and submitted by the Permittees, or the Permittees' lead agent, with a cover letter stating that the information is submitted under penalty of perjury.

Los Angeles Water Board staff will evaluate the contested violation and take one of two actions:

- 1) Los Angeles Water Board staff may determine that the violation is not supported and take no further action against the Permittees for the alleged violation and notify the Permittees of that determination. The Permittees will be given thirty (30) days from the date of receipt of the Los Angeles Water Board staff determination to complete and return the Acceptance and Waiver for the remainder of the violations; or
- 2) Los Angeles Water Board staff may determine that the alleged violation is meritorious and will notify the Permittees of that determination. The Permittees will be given thirty (30) days from the date of the receipt of the Los Angeles Water Board staff determination to complete and return the Acceptance and Waiver.

If the Permittees do not respond by taking one of the two actions above, the Permittees should expect to be contacted regarding a formal enforcement action that will be initiated regarding the violations alleged in Exhibit 1. In a formal enforcement action, the liability amount sought and/or imposed may exceed the liability amount set forth in this conditional offer. Moreover, the cost of enforcement is a factor that can be considered in assessing the liability amount.

CONDITIONS FOR LOS ANGELES WATER BOARD ACCEPTANCE OF RESOLUTION:

Federal regulations require the Los Angeles Water Board to publish and allow the public thirty (30) days to comment on any settlement of an enforcement action addressing NPDES permit violations (40 C.F.R. section 123.27(d)(2)(iii)). Upon acceptance of this conditional offer and receipt of at least one Permittee's Acceptance and Waiver, Los Angeles Water Board staff will publish a notice of the proposed resolution of the violations.

If no comments are received within the 30-day comment period and there are no new material facts that become available to the Los Angeles Water Board, the Acceptance and Waiver will be presented to the Los Angeles Water Board Executive Officer for consideration and adoption as a stipulated order assessing the uncontested mandatory minimum penalty amount pursuant to Water Code section 13385.

If, however, significant comments are received in opposition to the settlement, this offer may be withdrawn. In that case, any Permittee's waiver pursuant to the Acceptance and Waiver will also be treated as withdrawn. The violations will be addressed in a liability

assessment proceeding. At the liability assessment hearing, the Permittees will have an opportunity to present evidence and make legal arguments as to any of the alleged violations, and any Permittee's agreement to accept this conditional offer will not be used as evidence against that Permittee. In such circumstances, the Permittees will be provided with further information on the liability assessment proceeding.

In the event the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, full payment of the assessed amount shall be due within thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Executive Officer. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations pursuant to section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the fifteen thousand dollars (\$15,000) liability shall be paid by cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account". Failure to pay the full penalty within the required time period may subject the Permittees to further liability.

Should you have questions about this offer to participate in the Expedited Payment Program, please contact Enforcement Unit staff Emma Averill at (213) 620-6369/emma.averill@waterboards.ca.gov or Pavlova Vitale at (213) 576-6751/pavlova.vitale@waterboards.ca.gov regarding this matter.

Sincerely,

Hugh Marley


Digitally signed by Hugh Marley
Date: 2024.01.10 12:35:04 -08'00'
Water Boards

Hugh Marley
Assistant Executive Officer

Enclosures:

Acceptance of Conditional Resolution and Waiver to Right of Hearing; (Proposed) Order
Exhibit 1– Effluent Limit Violations
Exhibit 2 – Tables of Permittees and Compliance Points

**ACCEPTANCE OF CONDITIONAL RESOLUTION
AND WAIVER OF RIGHT TO HEARING; (PROPOSED) ORDER**

City of Los Angeles, Los Angeles County Flood Control District, City of Lomita, Los Angeles County, City of Carson, City of Torrance, City of Rolling Hills, City of Rolling Hills Estates, City of Palos Verdes Estates and City of Rancho Palos Verdes

Settlement Offer No. R4-2024-0012

WDID No. 4 19M1000132 4 19M1000134, 4 19M1000130, 4 19M1000133, 4 19M1000099, 4 19M1000166, 4 19M1000150, 4 19M1000151, 4 19M1000143, 4 19M1000148

By signing below and returning this Acceptance of Conditional Resolution and Waiver of Right to Hearing (Acceptance and Waiver) to the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board), the City of Los Angeles, Los Angeles County Flood Control District, City of Lomita, Los Angeles County, City of Carson, City of Torrance, City of Rolling Hills, City of Rolling Hills Estates, City of Palos Verdes Estates, and/or City of Rancho Palos Verdes (each individually a "Permittee" and collectively the "Permittees") hereby accepts the "Offer to Participate in the Expedited Payment Program" and waives the right to a hearing before the Los Angeles Water Board to dispute the alleged violations described in Exhibit 1 which is incorporated herein by reference.

Because the Permittees are jointly responsible for meeting permit requirements, at least one Permittee must sign and return this Acceptance and Waiver. The Permittee that signs this Acceptance and Waiver agrees that Exhibit 1 shall serve as a complaint pursuant to Article 2.5 of the California Water Code (Water Code) and that no separate complaint is required for the Los Angeles Water Board to assert jurisdiction over the alleged violations through its Chief Prosecutor. The Permittee further agrees to pay the penalties required by Water Code section 13385 in the sum of \$15,000 (Expedited Payment Amount) which shall be deemed a payment in full of any civil liability pursuant to Water Code section 13385 that otherwise might be assessed for the violations described in Exhibit 1. The Permittee understands that this Acceptance and Waiver waives its right to contest the allegations in Exhibit 1 and the assessment of civil liability for such violations.

Permittee understands that this Acceptance and Waiver does not address or resolve liability for any violation that is not specifically identified in Exhibit 1.

Upon execution by Permittee, the completed Acceptance and Waiver shall be returned to:

Emma Averill, Enforcement II Unit
Expedited Payment Program
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Permittee understands that federal regulations set forth by title 40, Code of Federal Regulations, section 123.27(d)(2)(iii) require the Los Angeles Water Board to publish notice of and provide at least thirty (30) days for public comment on any proposed resolution of this enforcement action. Accordingly, the Acceptance and Waiver, prior to execution by the Los Angeles Water Board Executive Officer, will be published as required by law for public comment.

If no significant comments are received within the notice period, the Acceptance and Waiver will be presented to the Los Angeles Water Board Executive Officer for approval.

Permittee understands that if significant comments are received, the Los Angeles Water Board Prosecution Team may withdraw the offer. In that circumstance, Permittees will be advised of the withdrawal and an administrative civil liability complaint may be issued and the matter may be set for a hearing before the Los Angeles Water Board. For such a liability hearing, Permittee understands that this Acceptance and Waiver executed by Permittee will not be used as evidence in that hearing.

Permittee further understands that once the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, Permittee is then legally bound to tender the full payment required by the deadline set forth below. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations and reporting requirements pursuant to Water Code section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the \$15,000 liability shall be paid by a cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account" and reference [R4-2024-0012]. The payment must be submitted to the State Water Resources Control Board at the address set forth below no later than thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer.

A Permittee's submission of this Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability directly from other Permittees that were responsible in whole or in part for the exceedances.

Please mail the check to:

State Water Resources Control Board
ATTN: ACL PAYMENT
Division of Administrative Services, Accounting Branch
P.O. Box 1888
Sacramento, California 95812-1888

I hereby affirm that I am duly authorized to act on behalf of and to bind the Permittee in the making and giving of this Acceptance and Waiver.

City of Los Angeles

By: _____
(Signed Name) (Date)

(Printed or Typed Name) (Title)

Los Angeles County Flood Control District

By: _____
(Signed Name) (Date)

(Printed or Typed Name) (Title)

City of Lomita

By: _____
(Signed Name) (Date)

(Printed or Typed Name) (Title)

Los Angeles County

By: _____
(Signed Name) (Date)

(Printed or Typed Name) (Title)

City of Carson

By: _____
(Signed Name) (Date)

(Printed or Typed Name) (Title)

City of Torrance

By: _____
(Signed Name) (Date)

(Printed or Typed Name) (Title)

City of Rolling Hills

By: _____
(Signed Name) (Date)

(Printed or Typed Name) (Title)

City of Rolling Hills Estates

By: _____
(Signed Name) (Date)

(Printed or Typed Name) (Title)

City of Palos Verdes Estates

By: _____
(Signed Name) (Date)

(Printed or Typed Name) (Title)

City of Rancho Palos Verdes

By:

(Signed Name)

(Date)

(Printed or Typed Name)

(Title)

IT IS SO ORDERED PURSUANT TO WATER CODE SECTION 13323 AND
GOVERNMENT CODE SECTION 11415.60

By:

Susanna Arredondo
Executive Officer

Date

Machado Lake Toxics TMDL Violations

Station	DOM-OF-004
Total Penalty	\$15,000

Permittee	Address
Los Angeles (4 19M1000132)	1149 South Broadway 10th Floor, Los Angeles CA 90015-2213
Los Angeles County Flood Control District (4 19M1000134)	900 South Fremont Avenue Alhambra, CA 91803
Lomita (4 19M1000130)	24320 Narbonne Avenue Lomita, CA 90717
Los Angeles County (4 19M1000133)	Po Box 1460 Alhambra CA 91802-5912
Carson (4 19M1000099)	701 East Carson Street Carson, CA 90745
Torrance (4 19M1000166)	3031 Torrance Boulevard Torrance CA 90503-5059
Rolling Hills (4 19M1000150)	2 Portuguese Bend Road Rolling Hills, CA 90274
Rolling Hills Estates (4 19M1000151)	4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274
Palos Verdes Estates (4 19M1000143)	340 Palos Verdes Drive West Palos Verdes Estates, CA 90274
Rancho Palos Verdes (4 19M1000148)	30940 Hawthorne Boulevard Rancho Palos Verdes, CA 90275

Toxic Exceedance Data

Station Code	Water Year	Analyte Name	3 yr Average (ug/kg dw)	WQBEL (ug/kg dw)	Serious	Chronic
DOM-OF-004	2020-2022	Dieldrin	17.16	1.9	\$3,000	
DOM-OF-004	2020-2022	Total-CHLORDANE	117.52	3.24	\$3,000	
DOM-OF-004	2020-2022	Total DDTs	75.25	5.28	\$3,000	
DOM-OF-004	2020-2022	DDD (all congeners)	14.97	4.88	\$3,000	
DOM-OF-004	2020-2022	DDE (all congeners)	16.09	3.16	\$3,000	

**Exhibit 2: Machado Lake TMDL
Permittees and Compliance Points**

Table 1: Permittee, Selected Compliance Option, and Coordinated Integrated Monitoring Program (CIMP)

Permittee (Permit Attach J , Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
Carson	WQBEL	WQBEL	Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Lomita	WQBEL	WQBEL	Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (City of) ¹	Receiving Water Limitations	WQBEL	Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)

¹ The City of Los Angeles (City) is not included in the calculation of the mandatory minimum penalties (MMPs) for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is subject to Receiving Water Limits and not outfall based effluent limits. MMPs apply only for effluent limits where the compliance point is the outfall.

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Nutrient TMDL: Permit Attachment P, Part IV.C.1 (p. P-8) Permit Attachment P, Part IV.B (p. P-8)
				Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (County of)	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)
				Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8)
				Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles County Flood Control District	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel Beach Cities	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)
				Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8)
				Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Palos Verdes Estates	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)
				Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8)

Permittee (Permit Attach J , Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rancho Palos Verdes	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Redondo Beach ²	WQBEL	WQBEL	Beach Cities	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL:

² City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because there are no compliance points within the City's jurisdictional area.

Permittee (Permit Attach J , Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills Estates	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Torrance ³	Mass-Based WQBEL	WQBEL	Beach Cities	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.C.2.b (p. P-9) Permit Attachment P, Part IV.C.2.b (p. P-9) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)

³ City of Torrance (City) is not included in the calculation of the MMPs for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is in compliance with their mass based effluent limits.

Table 2: Permittees and TMDL Compliance Points

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
Carson	Outfall 4 (DOM-OF-004)	Outfall 4 (DOM-OF-004)	Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Lomita	P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (City of)	ML-1 and ML-2	P-77, P-510, Outfall 4 (DOM-OF-004)	Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "ML-1", "ML-2", "ML-3", "P-77", "P-510", and "DOM-OF-004" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-1" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-2" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-3" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (County of)	Outfall 4 (DOM-OF-004), RHE City Hall	Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles County Flood Control District	Tor-S-1 through S-6, P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1 titled "Site Location Map"; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Palos Verdes Estates	Solano Valmonte	Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rancho Palos Verdes	Valmonte RHE City Hall	P-77, P-510, Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-77”, “P-510”, and “DOM-OF-004” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “P-77” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-510” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM OF 004”
Redondo Beach ⁴		Outfall 4 (DOM-OF-004)	Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM OF 004”
Rolling Hills	Lariat RHE City Hall	P-77 Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-77” and “DOM-OF-004” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “P-77”

⁴ City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Toxics TMDL-based effluent limits because the area of the City within the Machado Lake Watershed is relatively small (0.94 acres) and there are no MS4s within this area.

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rolling Hills Estates	RHE City Hall Lariat Valmonte	P-77 Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Torrance	Tor-S-1 through S-6 Tor S-7 through S-9	P-77 Outfall 4 (DOM-OF-004)	Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1. Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map" Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"

Los Angeles Regional Water Quality Control Board

January 10, 2024

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 33

City of Rolling Hills Estates
4045 Palos Verdes Drive
North Rolling Hills Estates, California 90274

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 40

SETTLEMENT OFFER NO. R4-2024-0017; OFFER TO PARTICIPATE IN THE EXPEDITED PAYMENT PROGRAM RELATING TO VIOLATIONS OF WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES FOR CITY OF ROLLING HILLS, 2 PORTUGUESE BEND ROAD, ROLLING HILLS; CITY OF ROLLING HILLS ESTATES, 4045 PALOS VERDES DRIVE, NORTH ROLLING HILLS ESTATES, CALIFORNIA; NPDES PERMIT NO. CAS004004; WDIDs 4 19M1000150 4 19M1000151

Dear City of Rolling Hills and City of Rolling Hills Estates:

This letter is to notify Rolling Hills, Rolling Hills Estates (each individually a "Permittee" and collectively the "Permittees") of alleged violations of the Regional Phase I MS4 NPDES Permit, Order No. R4-2021-0105 (MS4 Permit) identified in the Permittees' monitoring reports and to allow the Permittees an opportunity to participate in the Los Angeles Regional Water Quality Control Board's (Los Angeles Water Board's) Expedited Payment Program for Waste Discharge Violations (Expedited Payment Program) to resolve mandatory minimum penalties that must be assessed pursuant to California Water Code (Water Code) section 13385. The Permittees are encouraged to work together and designate a lead agent that will provide a response to this conditional offer no later than February 9, 2024.

NOTICE OF VIOLATION:

The Permittees have commingled MS4 discharges to a receiving water and are jointly responsible for meeting MS4 Permit requirements. (MS4 Permit section X.D.1.)

NORMA CAMACHO, CHAIR | SUSANA ARREDONDO, EXECUTIVE OFFICER

320 West 4th Street, Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

Compliance at the outfall discharging to the receiving water was determined for the Permittees as a whole in accordance with MS4 Permit section X.D.2.

Based on information the Permittees submitted to the Los Angeles Water Board for the 2021-2022 Reporting Year and in the June 15, 2023 semi-annual submittal, and each Permittee's selected compliance option(s) and TMDL compliance point(s) as identified in Table 1 and Table 2 of Exhibit 2 (attached), Los Angeles Water Board enforcement staff alleges that the Permittees have violated the MS4 Permit's Water Quality-Based Effluent Limitations (WQBELs) for Lariat as identified in Exhibit 1, which is attached and incorporated by reference. The Permittees have the opportunity to address the alleged violations as discussed below.

STATUTORY LIABILITY:

Water Code sections 13385, subdivisions (h) and (i), and 13385.1 require the assessment of a mandatory minimum penalty of three thousand dollars (\$3,000) for specified serious and chronic effluent limit violations. Water Code section 13385, subdivision (c) allows for discretionary administrative civil liability of up to ten-thousand dollars (\$10,000) for each day in which the violation occurs, and ten dollars (\$10) for each gallon discharged but not cleaned up in excess of 1,000 gallons. If referred to the Attorney General for judicial enforcement, the Superior Court may assess up to twenty-five thousand dollars (\$25,000) for each day in which the violation occurs, and twenty-five dollars (\$25) per gallon discharged but not cleaned up in excess of 1,000 gallons.

Water Code section 13385, subdivision (h)(1) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars (\$3,000) for each serious violation. Pursuant to Water Code section 13385, subdivision (h)(2), a "serious violation" is defined as any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant by 20 percent or more, or for a Group I pollutant by 40 percent or more. Appendix A of 40 CFR section 123.45 specifies the Group I and II pollutants.

Water Code section 13385, subdivision (i) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars (\$3,000) for each chronic violation. A "chronic violation" occurs when there are three preceding effluent limitation violations (serious or non-serious) within a 180-day period. The fourth and any subsequent non-serious effluent limitation violation that occurs within the 180-day period is subject to a mandatory minimum penalty. (See Water Code, § 13385, subd. (i) which identifies all violation types that can be counted as a chronic violation subject to a mandatory minimum penalty.)

Pursuant to Water Code section 13385.1, subdivision (d), for the purposes of Water Code sections 13385.1 and 13385, subdivisions (h) and (i), "effluent limitation" means a numeric restriction or a numerically expressed narrative restriction, on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants that may be discharged from an authorized location. An effluent limitation may be final or interim and

may be expressed as a prohibition. An effluent limitation, for these purposes, does not include a receiving water limitation, a compliance schedule, or a best management practice. Unlike Water Code section 13385, subdivision (c), where violations of effluent limitations may be assessed administrative civil liability on a per day basis, the mandatory minimum penalty provisions identified above require the Los Angeles Water Board to assess a mandatory minimum penalty for “each violation” of an effluent limitation.

OFFER TO PARTICIPATE IN EXPEDITED PAYMENT PROGRAM:

The Permittees can avoid the issuance of a formal enforcement action seeking discretionary liability and settle the alleged violations identified in the attached Exhibit 1 by participating in the Los Angeles Water Board’s Expedited Payment Program and agreeing to pay the mandatory minimum penalty associated with the violations. Details of the proposed settlement are described below and addressed in the enclosed documents.

To promote the resolution of the alleged violations, the Los Angeles Water Board makes this conditional offer. The Permittees may accept this offer, waive the Permittees’ right to a hearing, and pay the mandatory minimum penalty of \$30,000 for the violations described in Exhibit 1.

If the Permittees elect to do so, subject to the conditions below, the Los Angeles Water Board will accept that payment in settlement of any enforcement action that could be brought for the violations identified in Exhibit 1, will forego issuance of a formal administrative complaint for those violations, will not refer the violations to the Attorney General, and will waive its right to seek additional discretionary civil liability for the violations identified in Exhibit 1.

The Expedited Payment Program does not address or resolve liability for any violation that is not specifically identified in Exhibit 1 regardless of the date that the violation occurred.

PERMITTEES’ OPTIONS FOR RESPONSE TO OFFER:

To accept this offer, at least one Permittee must complete and return the enclosed “Acceptance of Conditional Resolution and Waiver of Right to Hearing; (Proposed) Order” (Acceptance and Waiver) on or before February 9, 2024. A Permittee’s submission of the Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability directly from other Permittees that were responsible in whole or in part for the exceedances. (See MS4 Permit section X.B.2 [explaining how a Permittee can demonstrate its discharge did not cause or contribute to an exceedance of an applicable WQBEL].)

If the Permittees choose to contest any of the violations alleged in Exhibit 1, please identify the specific violation and the basis for the challenge (e.g., factual error, affirmative defense, etc.) on or before February 9, 2024.

Responses contesting any of the violations alleged in Exhibit 1 shall be submitted as a pdf via email to Emma Averill (emma.averill@waterboards.ca.gov), with a follow-up call to (213) 620-6369 to confirm receipt, and submitted by the Permittees, or the Permittees' lead agent, with a cover letter stating that the information is submitted under penalty of perjury.

Los Angeles Water Board staff will evaluate the contested violation and take one of two actions:

- 1) Los Angeles Water Board staff may determine that the violation is not supported and take no further action against the Permittees for the alleged violation and notify the Permittees of that determination. The Permittees will be given thirty (30) days from the date of receipt of the Los Angeles Water Board staff determination to complete and return the Acceptance and Waiver for the remainder of the violations; or
- 2) Los Angeles Water Board staff may determine that the alleged violation is meritorious and will notify the Permittees of that determination. The Permittees will be given thirty (30) days from the date of the receipt of the Los Angeles Water Board staff determination to complete and return the Acceptance and Waiver.

If the Permittees do not respond by taking one of the two actions above, the Permittee should expect to be contacted regarding a formal enforcement action that will be initiated regarding the violations alleged in Exhibit 1. In a formal enforcement action, the liability amount sought and/or imposed may exceed the liability amount set forth in this conditional offer. Moreover, the cost of enforcement is a factor that can be considered in assessing the liability amount.

CONDITIONS FOR LOS ANGELES WATER BOARD ACCEPTANCE OF RESOLUTION:

Federal regulations require the Los Angeles Water Board to publish and allow the public thirty (30) days to comment on any settlement of an enforcement action addressing NPDES permit violations (40 C.F.R. section 123.27(d)(2)(iii)). Upon acceptance of this conditional offer and receipt of at least one Permittee's Acceptance and Waiver, Los Angeles Water Board staff will publish a notice of the proposed resolution of the violations.

If no comments are received within the 30-day comment period and there are no new material facts that become available to the Los Angeles Water Board, the Acceptance and Waiver will be presented to the Los Angeles Water Board Executive Officer for consideration and adoption as a stipulated order assessing the uncontested mandatory minimum penalty amount pursuant to Water Code section 13385.

If, however, significant comments are received in opposition to the settlement, this offer may be withdrawn. In that case, any Permittee's waiver pursuant to the Acceptance and Waiver will also be treated as withdrawn. The violations will be addressed in a liability

assessment proceeding. At the liability assessment hearing, the Permittees will have an opportunity to present evidence and make legal arguments as to any of the alleged violations, and any Permittee's agreement to accept this conditional offer will not be used as evidence against that Permittee. In such circumstances, the Permittees will be provided with further information on the liability assessment proceeding.

In the event the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, full payment of the assessed amount shall be due within thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Executive Officer. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations pursuant to section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the \$30,000 liability shall be paid by cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account". Failure to pay the full penalty within the required time period may subject the Permittees to further liability.

Should you have questions about this offer to participate in the Expedited Payment Program, please contact Enforcement Unit staff Emma Averill at (213) 620-6369/emma.averill@waterboards.ca.gov or Pavlova Vitale at (213) 576-6751/pavlova.vitale@waterboards.ca.gov regarding this matter.

Sincerely,

Hugh Marley

Digitally signed by Hugh
Marley
Date: 2024.01.10 12:12:46
Water 15:08'00"

Hugh Marley
Assistant Executive Officer

Enclosures:

Acceptance of Conditional Resolution and Waiver to Right of Hearing; (Proposed) Order
Exhibit 1 – Effluent Limit Violations
Exhibit 2 – Tables of Permittees and Compliance Points

**ACCEPTANCE OF CONDITIONAL RESOLUTION
AND WAIVER OF RIGHT TO HEARING; (PROPOSED) ORDER**

City of Rolling Hills and City of Rolling Hills Estates
Settlement Offer No. R4-2024-0017
WDID No. 4 19M1000150, 4 19M1000151

By signing below and returning this Acceptance of Conditional Resolution and Waiver of Right to Hearing (Acceptance and Waiver) to the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board), the City of Rolling Hills, and/or the City of Rolling Hills Estates (each individually a "Permittee" and collectively the "Permittees") hereby accepts the "Offer to Participate in the Expedited Payment Program" and waives the right to a hearing before the Los Angeles Water Board to dispute the alleged violations described in Exhibit 1, which is incorporated herein by reference.

Because the Permittees are jointly responsible for meeting permit requirements, at least one Permittee must sign and return this Acceptance and Waiver. The Permittee that signs this Acceptance and Waiver agrees that Exhibit 1 shall serve as a complaint pursuant to Article 2.5 of the California Water Code (Water Code) and that no separate complaint is required for the Los Angeles Water Board to assert jurisdiction over the alleged violations through its Chief Prosecutor. Permittee further agrees to pay the penalties required by Water Code section 13385 in the sum of \$30,000 (Expedited Payment Amount) which shall be deemed a payment in full of any civil liability pursuant to Water Code section 13385 that otherwise might be assessed for the violations described in Exhibit 1. Permittee understands that this Acceptance and Waiver waives its right to contest the allegations in Exhibit 1 and the assessment of civil liability for such violations.

Permittee understands that this Acceptance and Waiver does not address or resolve liability for any violation that is not specifically identified in Exhibit 1.

Upon execution by Permittee, the completed Acceptance and Waiver shall be returned to:

Emma Averill, Enforcement II Unit
Expedited Payment Program
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Permittee understands that federal regulations set forth by title 40, Code of Federal Regulations, section 123.27(d)(2)(iii) require the Los Angeles Water Board to publish notice of and provide at least thirty (30) days for public comment on any proposed resolution of this enforcement action. Accordingly, the Acceptance and Waiver, prior to execution by the Los Angeles Water Board Executive Officer, will be published as required by law for public comment.

If no significant comments are received within the notice period, the Acceptance and Waiver will be presented to the Los Angeles Water Board Executive Officer for approval.

Permittee understands that if significant comments are received, the Los Angeles Water Board Prosecution Team may withdraw the offer. In that circumstance, Permittees will be advised of the withdrawal and an administrative civil liability complaint may be issued and the matter may be set for a hearing before the Los Angeles Water Board. For such a liability hearing, Permittee understands that this Acceptance and Waiver executed by Permittee will not be used as evidence in that hearing.

Permittee further understands that once the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, Permittee is then legally bound to tender the full payment required by the deadline set forth below. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations and reporting requirements pursuant to Water Code section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the \$30,000 liability shall be paid by a cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account" and reference [R4-2024-0017]. The payment must be submitted to the State Water Resources Control Board at the address set forth below no later than thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer.

A Permittee's submission of this Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability directly from other Permittees that were responsible in whole or in part for the exceedances.

Please mail the check to:

State Water Resources Control Board
ATTN: ACL PAYMENT
Division of Administrative Services, Accounting Branch
P.O. Box 1888
Sacramento, California 95812-1888

I hereby affirm that I am duly authorized to act on behalf of and to bind the Permittee in the making and giving of this Acceptance and Waiver.

City of Rolling Hills

By:

(Signed Name)

(Date)

(Printed or Typed Name)

(Title)

City of Rolling Hills Estates

By:

(Signed Name)

(Date)

(Printed or Typed Name)

(Title)

IT IS SO ORDERED PURSUANT TO WATER CODE SECTION 13323 AND
GOVERNMENT CODE SECTION 11415.60

By:

Susanna Arredondo
Executive Officer

Date

Machado Lake Nutrients TMDL Violations

Stations	Lariat
Total Penalty	\$30,000

Permittee	Address
Rolling Hills (4 19M1000150)	2 Portuguese Bend Road Rolling Hills, CA 90274
Rolling Hills Estates (4 19M1000151)	4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274

Nutrients Exceedance Data

Station Code	Sample Date	Analyte Name	Unit	Monthly Avg	WQBEL	Serious	Chronic
Lariat	10/25/2021	Total Phosphate	mg/L	1.89	0.10	\$3,000	
Lariat	10/25/2021	Total Nitrogen	mg/L	6.4	1.0	\$3,000	
Lariat	12/14/2021	Total Phosphate	mg/L	35.90	0.10	\$3,000	
Lariat	12/14/2021	Total Nitrogen	mg/L	25.2	1.0	\$3,000	
Lariat	3/28/2022	Total Phosphate	mg/L	9.81	0.10	\$3,000	
Lariat	3/28/2022	Total Nitrogen	mg/L	9.9	1.0	\$3,000	
Lariat	11/8/2022	Total Phosphate	mg/L	0.90	0.10	\$3,000	
Lariat	11/8/2022	Total Nitrogen	mg/L	4.2	1.0	\$3,000	
Lariat	12/11/2022	Total Phosphate	mg/L	8.94	0.10	\$3,000	
Lariat	12/11/2022	Total Nitrogen	mg/L	9.5	1.0	\$3,000	

**Exhibit 2: Machado Lake TMDL
Permittees and Compliance Points**

Table 1: Permittee, Selected Compliance Option, and Coordinated Integrated Monitoring Program (CIMP)

Permittee (Permit Attach J , Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
Carson	WQBEL	WQBEL	Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Lomita	WQBEL	WQBEL	Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (City of) ¹	Receiving Water Limitations	WQBEL	Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)

¹ The City of Los Angeles (City) is not included in the calculation of the mandatory minimum penalties (MMPs) for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is subject to Receiving Water Limits and not outfall based effluent limits. MMPs apply only for effluent limits where the compliance point is the outfall.

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Nutrient TMDL: Permit Attachment P, Part IV.C.1 (p. P-8) Permit Attachment P, Part IV.B (p. P-8)
				Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (County of)	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)
				Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8)
				Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles County Flood Control District	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel Beach Cities	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)
				Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8)
				Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Palos Verdes Estates	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)
				Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8)

Permittee (Permit Attach J , Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rancho Palos Verdes	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Redondo Beach ²	WQBEL	WQBEL	Beach Cities	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL:

² City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because there are no compliance points within the City's jurisdictional area.

Permittee (Permit Attach J , Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills Estates	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Torrance ³	Mass-Based WQBEL	WQBEL	Beach Cities	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.C.2.b (p. P-9) Permit Attachment P, Part IV.C.2.b (p. P-9) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)

³ City of Torrance (City) is not included in the calculation of the MMPs for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is in compliance with their mass based effluent limits.

Table 2: Permittees and TMDL Compliance Points

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
Carson	Outfall 4 (DOM-OF-004)	Outfall 4 (DOM-OF-004)	Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Lomita	P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (City of)	ML-1 and ML-2	P-77, P-510, Outfall 4 (DOM-OF-004)	Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "ML-1", "ML-2", "ML-3", "P-77", "P-510", and "DOM-OF-004" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-1" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-2" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-3" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (County of)	Outfall 4 (DOM-OF-004), RHE City Hall	Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles County Flood Control District	Tor-S-1 through S-6, P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1 titled "Site Location Map"; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Palos Verdes Estates	Solano Valmonte	Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rancho Palos Verdes	Valmonte RHE City Hall	P-77, P-510, Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-77”, “P-510”, and “DOM-OF-004” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “P-77” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-510” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM OF 004”
Redondo Beach ⁴		Outfall 4 (DOM-OF-004)	Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM OF 004”
Rolling Hills	Lariat RHE City Hall	P-77 Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-77” and “DOM-OF-004” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “P-77”

⁴ City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Toxics TMDL-based effluent limits because the area of the City within the Machado Lake Watershed is relatively small (0.94 acres) and there are no MS4s within this area.

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rolling Hills Estates	RHE City Hall Lariat Valmonte	P-77 Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Torrance	Tor-S-1 through S-6 Tor S-7 through S-9	P-77 Outfall 4 (DOM-OF-004)	Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1. Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map" Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"

Los Angeles Regional Water Quality Control Board

January 10, 2024

City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 57

Los Angeles County
P.O. Box 1460
Alhambra, California 91802-5912

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 64

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 71

City of Rolling Hills Estates
4045 Palos Verdes Drive
North Rolling Hills Estates, California 90274

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 88

SETTLEMENT OFFER NO. R4-2024-0018; OFFER TO PARTICIPATE IN THE EXPEDITED PAYMENT PROGRAM RELATING TO VIOLATIONS OF WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES FOR CITY OF RANCHO PALOS VERDES, 30940 HAWTHORNE BOULEVARD, RANCHO PALOS VERDES; LOS ANGELES COUNTY, P.O. BOX 1460, ALHAMBRA; CITY OF ROLLING HILLS, 2 PORTUGUESE BEND ROAD, ROLLING HILLS; CITY OF ROLLING HILLS ESTATES, 4045 PALOS VERDES DRIVE, NORTH ROLLING HILLS ESTATES, CALIFORNIA; NPDES PERMIT NO. CAS004004; WDDs 4 19M1000148 4 19M1000133, 4 19M1000150, 4 19M1000151

Dear City of Rancho Palos Verdes, Los Angeles County, City of Rolling Hills and City of Rolling Hills Estates:

This letter is to notify the City of Rancho Palos Verdes, Los Angeles County, the City of Rolling Hills and the City of Rolling Hills Estates (each individually a "Permittee" and collectively the "Permittees") of alleged violations of the Regional Phase I MS4 NPDES Permit, Order No. R4-2021-0105 (MS4 Permit) identified in the Permittees' monitoring reports and to allow the Permittees an opportunity to participate in the Los Angeles Regional Water Quality Control Board's (Los Angeles Water Board's) Expedited Payment Program for Waste Discharge Violations (Expedited Payment Program) to resolve

NORMA CAMACHO, CHAIR | SUSANA ARREDONDO, EXECUTIVE OFFICER

320 West 4th Street, Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

mandatory minimum penalties that must be assessed pursuant to California Water Code (Water Code) section 13385. The Permittees are encouraged to work together and designate a lead agent that will provide a response to this conditional offer no later than February 9, 2024.

NOTICE OF VIOLATION:

The Permittees have commingled MS4 discharges to a receiving water and are jointly responsible for meeting MS4 Permit requirements. (MS4 Permit section X.D.1.) Compliance at the outfall discharging to the receiving water was determined for the Permittees as a whole in accordance with MS4 Permit section X.D.2.

Based on information the Permittees submitted to the Los Angeles Water Board for the 2021-2022 Reporting Year and in the June 15, 2023 semi-annual submittal, and each Permittee's selected compliance option(s) and TMDL compliance point(s) as identified in Table 1 and Table 2 of Exhibit 2 (attached), Los Angeles Water Board enforcement staff alleges that the Permittees have violated the MS4 Permit's Water Quality-Based Effluent Limitations (WQBELs) for RHE City Hall as identified in Exhibit 1, which is attached and incorporated by reference. The Permittees have the opportunity to address the alleged violations as discussed below.

STATUTORY LIABILITY:

Water Code sections 13385, subdivisions (h) and (i), and 13385.1 require the assessment of a mandatory minimum penalty of three thousand dollars (\$3,000) for specified serious and chronic effluent limit violations. Water Code section 13385, subdivision (c) allows for discretionary administrative civil liability of up to ten-thousand dollars (\$10,000) for each day in which the violation occurs, and ten dollars (\$10) for each gallon discharged but not cleaned up in excess of 1,000 gallons. If referred to the Attorney General for judicial enforcement, the Superior Court may assess up to twenty-five thousand dollars (\$25,000) for each day in which the violation occurs, and twenty-five dollars (\$25) per gallon discharged but not cleaned up in excess of 1,000 gallons.

Water Code section 13385, subdivision (h)(1) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars (\$3,000) for each serious violation. Pursuant to Water Code section 13385, subdivision (h)(2), a "serious violation" is defined as any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant by 20 percent or more, or for a Group I pollutant by 40 percent or more. Appendix A of 40 CFR section 123.45 specifies the Group I and II pollutants.

Water Code section 13385, subdivision (i) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars (\$3,000) for each chronic violation. A "chronic violation" occurs when there are three preceding effluent limitation violations (serious or non-serious) within a 180-day period. The fourth and any subsequent non-serious effluent limitation violation that occurs within the 180-day

period is subject to a mandatory minimum penalty. (See Water Code, § 13385, subd. (i) which identifies all violation types that can be counted as a chronic violation subject to a mandatory minimum penalty.)

Pursuant to Water Code section 13385.1, subdivision (d), for the purposes of Water Code sections 13385.1 and 13385, subdivisions (h) and (i), “effluent limitation” means a numeric restriction or a numerically expressed narrative restriction, on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants that may be discharged from an authorized location. An effluent limitation may be final or interim and may be expressed as a prohibition. An effluent limitation, for these purposes, does not include a receiving water limitation, a compliance schedule, or a best management practice. Unlike Water Code section 13385, subdivision (c), where violations of effluent limitations may be assessed administrative civil liability on a per day basis, the mandatory minimum penalty provisions identified above require the Los Angeles Water Board to assess a mandatory minimum penalty for “each violation” of an effluent limitation.

OFFER TO PARTICIPATE IN EXPEDITED PAYMENT PROGRAM:

The Permittees can avoid the issuance of a formal enforcement action seeking discretionary liability and settle the alleged violations identified in the attached Exhibit 1 by participating in the Los Angeles Water Board’s Expedited Payment Program and agreeing to pay the mandatory minimum penalty associated with the violations. Details of the proposed settlement are described below and addressed in the enclosed documents.

To promote the resolution of the alleged violations, the Los Angeles Water Board makes this conditional offer. The Permittees may accept this offer, waive the Permittees’ right to a hearing, and pay the mandatory minimum penalty of \$69,000 for the violations described in Exhibit 1.

If the Permittees elect to do so, subject to the conditions below, the Los Angeles Water Board will accept that payment in settlement of any enforcement action that could be brought for the violations identified in Exhibit 1, will forego issuance of a formal administrative complaint for those violations, will not refer the violations to the Attorney General, and will waive its right to seek additional discretionary civil liability for the violations identified in Exhibit 1.

The Expedited Payment Program does not address or resolve liability for any violation that is not specifically identified in Exhibit 1 regardless of the date that the violation occurred.

PERMITTEES’ OPTIONS FOR RESPONSE TO OFFER:

To accept this offer, at least one Permittee must complete and return the enclosed “Acceptance of Conditional Resolution and Waiver of Right to Hearing; (Proposed) Order” (Acceptance and Waiver) on or before February 9, 2024. A Permittee’s submission of the Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability

directly from other Permittees that were responsible in whole or in part for the exceedances. (See MS4 Permit section X.B.2 [explaining how a Permittee can demonstrate its discharge did not cause or contribute to an exceedance of an applicable WQBEL].)

If the Permittees choose to contest any of the violations alleged in Exhibit 1, please identify the specific violation and the basis for the challenge (e.g., factual error, affirmative defense, etc.) on or before February 9, 2024.

Responses contesting any of the violations alleged in Exhibit 1 shall be submitted as a pdf via email to Emma Averill (emma.averill@waterboards.ca.gov), with a follow-up call to (213) 620-6369 to confirm receipt, and submitted by the Permittees, or the Permittees' lead agent, with a cover letter stating that the information is submitted under penalty of perjury.

Los Angeles Water Board staff will evaluate the contested violation and take one of two actions:

- 1) Los Angeles Water Board staff may determine that the violation is not supported and take no further action against the Permittees for the alleged violation and notify the Permittees of that determination. The Permittees will be given thirty (30) days from the date of receipt of the Los Angeles Water Board staff determination to complete and return the Acceptance and Waiver for the remainder of the violations; or
- 2) Los Angeles Water Board staff may determine that the alleged violation is meritorious and will notify the Permittees of that determination. The Permittees will be given thirty (30) days from the date of the receipt of the Los Angeles Water Board staff determination to complete and return the Acceptance and Waiver.

If the Permittees do not respond by taking one of the two actions above, the Permittee should expect to be contacted regarding a formal enforcement action that will be initiated regarding the violations alleged in Exhibit 1. In a formal enforcement action, the liability amount sought and/or imposed may exceed the liability amount set forth in this conditional offer. Moreover, the cost of enforcement is a factor that can be considered in assessing the liability amount.

CONDITIONS FOR LOS ANGELES WATER BOARD ACCEPTANCE OF RESOLUTION:

Federal regulations require the Los Angeles Water Board to publish and allow the public thirty (30) days to comment on any settlement of an enforcement action addressing NPDES permit violations (40 C.F.R. section 123.27(d)(2)(iii)). Upon acceptance of this conditional offer and receipt of at least one Permittee's Acceptance and Waiver, Los Angeles Water Board staff will publish a notice of the proposed resolution of the violations.

If no comments are received within the 30-day comment period and there are no new material facts that become available to the Los Angeles Water Board, the Acceptance and Waiver will be presented to the Los Angeles Water Board Executive Officer for consideration and adoption as a stipulated order assessing the uncontested mandatory minimum penalty amount pursuant to Water Code section 13385.

If, however, significant comments are received in opposition to the settlement, this offer may be withdrawn. In that case, any Permittee's waiver pursuant to the Acceptance and Waiver will also be treated as withdrawn. The violations will be addressed in a liability assessment proceeding. At the liability assessment hearing, the Permittees will have an opportunity to present evidence and make legal arguments as to any of the alleged violations, and any Permittee's agreement to accept this conditional offer will not be used as evidence against that Permittee. In such circumstances, the Permittees will be provided with further information on the liability assessment proceeding.

In the event the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, full payment of the assessed amount shall be due within thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Executive Officer. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations pursuant to section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the \$69,000 liability shall be paid by cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account". Failure to pay the full penalty within the required time period may subject the Permittees to further liability.

Should you have questions about this offer to participate in the Expedited Payment Program, please contact Enforcement Unit staff Emma Averill at (213) 620-6369/emma.averill@waterboards.ca.gov or Pavlova Vitale at (213) 576-6751/pavlova.vitale@waterboards.ca.gov regarding this matter.

Sincerely,

 Digitally signed by Hugh
Marley
Date: 2024.01.10 12:23:10
Water 15:08'00'

Hugh Marley
Assistant Executive Officer

Enclosures:

Acceptance of Conditional Resolution and Waiver to Right of Hearing; (Proposed) Order
Exhibit 1 – Effluent Limit Violations
Exhibit 2 – Tables of Permittees and Compliance Points

**ACCEPTANCE OF CONDITIONAL RESOLUTION
AND WAIVER OF RIGHT TO HEARING; (PROPOSED) ORDER**

City of Rancho Palos Verdes, Los Angeles County, City of Rolling Hills, City of Rolling Hills Estates

Settlement Offer No. R4-2024-0018

WDID No. 4 19M1000148 4 19M1000133, 4 19M1000150, 4 19M1000151

By signing below and returning this Acceptance of Conditional Resolution and Waiver of Right to Hearing (Acceptance and Waiver) to the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board), the City of Rancho Palos Verdes, Los Angeles County, the City of Rolling Hills, and/or the City Rolling Hills Estates (each individually a "Permittee" and collectively the "Permittees") hereby accepts the "Offer to Participate in the Expedited Payment Program" and waives the right to a hearing before the Los Angeles Water Board to dispute the alleged violations described in Exhibit 1, which is incorporated herein by reference.

Because the Permittees are jointly responsible for meeting permit requirements, at least one Permittee must sign and return this Acceptance and Waiver. The Permittee that signs this Acceptance and Waiver agrees that Exhibit 1 shall serve as a complaint pursuant to Article 2.5 of the California Water Code (Water Code) and that no separate complaint is required for the Los Angeles Water Board to assert jurisdiction over the alleged violations through its Chief Prosecutor. Permittee further agrees to pay the penalties required by Water Code section 13385 in the sum of \$69,000 (Expedited Payment Amount) which shall be deemed a payment in full of any civil liability pursuant to Water Code section 13385 that otherwise might be assessed for the violations described in Exhibit 1. Permittee understands that this Acceptance and Waiver waives its right to contest the allegations in Exhibit 1 and the assessment of civil liability for such violations.

Permittee understands that this Acceptance and Waiver does not address or resolve liability for any violation that is not specifically identified in Exhibit 1.

Upon execution by Permittee, the completed Acceptance and Waiver shall be returned to:

Emma Averill, Enforcement II Unit
Expedited Payment Program
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Permittee understands that federal regulations set forth by title 40, Code of Federal Regulations, section 123.27(d)(2)(iii) require the Los Angeles Water Board to publish notice of and provide at least thirty (30) days for public comment on any proposed resolution of this enforcement action. Accordingly, the Acceptance and Waiver, prior to execution by the Los Angeles Water Board Executive Officer, will be published as

required by law for public comment.

If no significant comments are received within the notice period, the Acceptance and Waiver will be presented to the Los Angeles Water Board Executive Officer for approval.

Permittee understands that if significant comments are received, the Los Angeles Water Board Prosecution Team may withdraw the offer. In that circumstance, Permittees will be advised of the withdrawal and an administrative civil liability complaint may be issued and the matter may be set for a hearing before the Los Angeles Water Board. For such a liability hearing, Permittee understands that this Acceptance and Waiver executed by Permittee will not be used as evidence in that hearing.

Permittee further understands that once the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, Permittee is then legally bound to tender the full payment required by the deadline set forth below. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations and reporting requirements pursuant to Water Code section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the \$69,000 liability shall be paid by a cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account" and reference [R4-2024-0018]. The payment must be submitted to the State Water Resources Control Board at the address set forth below no later than thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer.

A Permittee's submission of this Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability directly from other Permittees that were responsible in whole or in part for the exceedances.

Please mail the check to:

State Water Resources Control Board
ATTN: ACL PAYMENT
Division of Administrative Services, Accounting Branch
P.O. Box 1888
Sacramento, California 95812-1888

I hereby affirm that I am duly authorized to act on behalf of and to bind the Permittee in the making and giving of this Acceptance and Waiver.

City of Rancho Palos Verdes

By:

(Signed Name)

(Date)

(Printed or Typed Name)

(Title)

Los Angeles County

By: _____
(Signed Name) (Date) _____

(Printed or Typed Name) (Title) _____

City of Rolling Hills

By: _____
(Signed Name) (Date) _____

(Printed or Typed Name) (Title) _____

City of Rolling Hills Estates

By: _____
(Signed Name) (Date) _____

(Printed or Typed Name) (Title) _____

IT IS SO ORDERED PURSUANT TO WATER CODE SECTION 13323 AND
GOVERNMENT CODE SECTION 11415.60

By: _____
Susanna Arredondo
Executive Officer
Date _____

Machado Lake Nutrients TMDL Violations

Stations	RHE City Hall
Total Penalty	\$69,000

Permittee	Address
Rancho Palos Verdes (4 19M1000148)	30940 Hawthorne Boulevard Rancho Palos Verdes, CA 90275
County of Los Angeles (4 19M1000133)	900 South Fremont Avenue Alhambra, CA 91803
Rolling Hills (4 19M1000150)	2 Portuguese Bend Road Rolling Hills, CA 90274
Rolling Hills Estates (4 19M1000151)	4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274

Nutrients Exceedance Data

Station Code	Sample Date	Analyte Name	Unit	Monthly Avg	WQBEL	Serious	Chronic
RHECityHall	9/15/2021	Total Phosphate	mg/L	0.23	0.10	\$3,000	
RHECityHall	10/25/2021	Total Phosphate	mg/L	0.32	0.10	\$3,000	
RHECityHall	10/25/2021	Total Nitrogen	mg/L	2.3	1.0	\$3,000	
RHECityHall	11/12/2021	Total Phosphate	mg/L	0.13	0.10		\$3,000
RHECityHall	12/1/2021	Total Phosphate	mg/L	0.32	0.10	\$3,000	
RHECityHall	12/14/2021	Total Nitrogen	mg/L	2.5	1.0	\$3,000	
RHECityHall	1/5/2022	Total Nitrogen	mg/L	2.0	1.0	\$3,000	
RHECityHall	1/5/2022	Total Phosphate	mg/L	0.22	0.10	\$3,000	
RHECityHall	2/2/2022	Total Nitrogen	mg/L	1.2	1.0		\$3,000
RHECityHall	3/2/2022	Total Phosphate	mg/L	0.32	0.10	\$3,000	
RHECityHall	3/2/2022	Total Nitrogen	mg/L	2.3	1.0	\$3,000	
RHECityHall	6/1/2022	Total Nitrogen	mg/L	1.6	1.0	\$3,000	
RHECityHall	6/1/2022	Total Phosphate	mg/L	0.11	0.10		\$3,000
RHECityHall	7/21/2022	Total Nitrogen	mg/L	1.1	1.0		\$3,000
RHECityHall	7/21/2022	Total Phosphate	mg/L	0.32	0.10	\$3,000	
RHECityHall	8/3/2022	Total Nitrogen	mg/L	1.1	1.0		\$3,000
RHECityHall	8/3/2022	Total Phosphate	mg/L	0.34	0.10	\$3,000	
RHECityHall	9/7/2022	Total Phosphate	mg/L	0.24	0.10	\$3,000	
RHECityHall	10/3/2022	Total Phosphate	mg/L	0.16	0.10	\$3,000	
RHECityHall	11/1/2022	Total Nitrogen	mg/L	1.8	1.0	\$3,000	
RHECityHall	11/1/2022	Total Phosphate	mg/L	0.24	0.10	\$3,000	
RHECityHall	12/1/2022	Total Nitrogen	mg/L	1.9	1.0	\$3,000	
RHECityHall	12/1/2022	Total Phosphate	mg/L	0.30	0.10	\$3,000	

**Exhibit 2: Machado Lake TMDL
Permittees and Compliance Points**

Table 1: Permittee, Selected Compliance Option, and Coordinated Integrated Monitoring Program (CIMP)

Permittee (Permit Attach J , Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
Carson	WQBEL	WQBEL	Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Lomita	WQBEL	WQBEL	Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (City of) ¹	Receiving Water Limitations	WQBEL	Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)

¹ The City of Los Angeles (City) is not included in the calculation of the mandatory minimum penalties (MMPs) for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is subject to Receiving Water Limits and not outfall based effluent limits. MMPs apply only for effluent limits where the compliance point is the outfall.

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Nutrient TMDL: Permit Attachment P, Part IV.C.1 (p. P-8) Permit Attachment P, Part IV.B (p. P-8)
				Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (County of)	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)
				Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8)
				Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles County Flood Control District	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel Beach Cities	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)
				Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8)
				Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Palos Verdes Estates	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93)
				Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8)

Permittee (Permit Attach J , Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rancho Palos Verdes	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Redondo Beach ²	WQBEL	WQBEL	Beach Cities	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL:

² City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because there are no compliance points within the City's jurisdictional area.

Permittee (Permit Attach J , Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills Estates	WQBEL	WQBEL	Palos Verdes Peninsula	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Torrance ³	Mass-Based WQBEL	WQBEL	Beach Cities	Permit Parts X.A.1 and X.B.2.a (p. 92-93) Permit Parts X.A.1 and X.B.2.a (p. 92-93) Nutrient TMDL: Permit Attachment P, Part IV.C.2.b (p. P-9) Permit Attachment P, Part IV.C.2.b (p. P-9) Toxics TMDL: Permit Attachment P, Parts V.B-C (p. P-9 – P-10) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)

³ City of Torrance (City) is not included in the calculation of the MMPs for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is in compliance with their mass based effluent limits.

Table 2: Permittees and TMDL Compliance Points

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
Carson	Outfall 4 (DOM-OF-004)	Outfall 4 (DOM-OF-004)	Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Lomita	P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (City of)	ML-1 and ML-2	P-77, P-510, Outfall 4 (DOM-OF-004)	Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "ML-1", "ML-2", "ML-3", "P-77", "P-510", and "DOM-OF-004" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-1" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-2" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-3" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (County of)	Outfall 4 (DOM-OF-004), RHE City Hall	Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles County Flood Control District	Tor-S-1 through S-6, P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1 titled "Site Location Map"; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Palos Verdes Estates	Solano Valmonte	Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rancho Palos Verdes	Valmonte RHE City Hall	P-77, P-510, Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-77”, “P-510”, and “DOM-OF-004” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “P-77” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-510” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM OF 004”
Redondo Beach ⁴		Outfall 4 (DOM-OF-004)	Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM OF 004”
Rolling Hills	Lariat RHE City Hall	P-77 Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-77” and “DOM-OF-004” Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “P-77”

⁴ City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Toxics TMDL-based effluent limits because the area of the City within the Machado Lake Watershed is relatively small (0.94 acres) and there are no MS4s within this area.

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rolling Hills Estates	RHE City Hall Lariat Valmonte	P-77 Outfall 4 (DOM-OF-004)	Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Torrance	Tor-S-1 through S-6 Tor S-7 through S-9	P-77 Outfall 4 (DOM-OF-004)	Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1. Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map" Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"