City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, March 24, 2025** | **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. 1387 *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.

6.A. FOR BLUE FOLDER DOCUMENTS APPROVED AT THE CITY COUNCIL MEETING

RECOMMENDATION: Approved

CL_AGN_250324_CC_Item13A.pdf
CL_AGN_250324_CC_Item13H.pdf

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

8. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any Councilmember may request that any Consent Calendar item(s) be removed,

discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Councilmembers for discussion.

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 24, 2025
RECOMMENDATION: Approve.
CL_AGN_250324_CC_AffidavitofPosting.pdf

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

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: MARCH 10, 2025 REGULAR MEETING
RECOMMENDATION: Approve as presented.
CL_MIN_250310_CC_F.pdf

8.D. PAYMENT OF BILLS
RECOMMENDATION: Approve as presented.
CL_AGN_250324_CC_PaymentOfBills_E.pdf

8.E. REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR FEBRUARY 2025
RECOMMENDATION: Receive and file.
VC_REP_250320_Feb_TonnageReport.pdf
VC_REP_250320_Feb_C&D Report.pdf
VC_REP_250320_Feb_CallLog_Redacted.pdf
VC_REP_250320_Feb_RedTagReport.pdf
VC_REP_250320_FebruaryComplaintList_Redacted.pdf

8.F. APPROVE THE FOLLOWING FINANCE, BUDGET, AND AUDIT COMMITTEE MINUTES: MARCH 10, 2025 SPECIAL MEETING
RECOMMENDATION: Approve as presented.
CL_MIN_250310_FBA_F.pdf

8.G. RECEIVE AND FILE THE ANNUAL PROGRESS REPORTS FOR THE GENERAL PLAN.
RECOMMENDATION: Receive and file.
PL_GPN_APR_2024_RollingHillsGeneralPlanAPRLetter_F.pdf

8.H. RECEIVE AND FILE THE ANNUAL PROGRESS REPORT FOR THE HOUSING ELEMENT.
RECOMMENDATION: Receive and file.
RollingHills2024_HE_APR_Attachment.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

10.A. RECEIVE AND FILE ZONING CASE NO. 24-078: VARIANCE FOR A DETACHED GARAGE WITHIN THE FRONT YARD AREA, CONDITIONAL USE PERMIT REQUEST TO EXCEED 200 SQUARE FEET FOR ACCESSORY STRUCTURES, AND SITE PLAN REVIEW FOR AN EXPANSION TO THE EXISTING DETACHED GARAGE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT LOCATED 1 PINTO ROAD (36-FT) (KRAMER)

RECOMMENDATION:

Receive and file.

Attachment 1: PL_ADR_250206_1PintoRoad_ZC24-078_RadiusMap_02.18.25PCMeeting.pdf
Attachment 2: PL_ADR_250206_1PintoRd_ZC24-078_DevelopmentTable.pdf
Attachment 3: PL_ADR_250211_1PintoRoad_ZC24-078_GIS_MAP_02.18.25PCMeeting.pdf
Attachment 4: 2025-02_PC_Resolution_1 Pinto Rd_Kramer_D_v4.pdf
Attachment 5: PL_ADR_250213_1PintoRd_ZC24-078_Plans_4thSubmittal.pdf

11. PUBLIC HEARINGS

12. OLD BUSINESS

13. NEW BUSINESS

13.A. PRELIMINARY FISCAL YEAR 2025/26 PROJECTIONS AND BALANCING FOR THE GENERAL FUND

RECOMMENDATION: Receive a presentation from staff on preliminary General Fund revenue and expenditure projections for fiscal year 2025/26; and receive direction from Council regarding the increase to refuse rates starting July 1, 2025, and the noticing requirements to City residents pursuant to Proposition 218.

Attachment A - CL_AGN_250324_CC_GeneralFund_BudgetSummary.pdf
Attachment B - CL_AGN_250324_CC_GeneralFund_RevenueProjections.pdf
Attachment C - CL_AGN_250324_CC_GeneralFund_Expenditures.pdf
CL_AGN_250324_CC_PPT.pdf
CL_AGN_250324_CC_SampleLettersOfSupport_LASD-Staffing.pdf

13.B. RECEIVE AN UPDATE ON THE EMERGENCY OUTDOOR SIREN NOTIFICATION SYSTEM PROJECT AND STANDARD OPERATING PROCEDURES

RECOMMENDATION: Receive and file. Provide guidance on implementing SAFE Units and determining cost responsibility.

Attachment A - PS_EMP_241216_SIR_SOP_F(V-1).pdf
Attachment B - PS_SIR_250324_TEST_SUMMARY_250304.pdf
Attachment C - PS_SIR_250324_TEST_SURV_250304.pdf
Attachment D - CL_AGN_230706_HQE_SirenInstallation_F_A2_E.pdf
Attachment E - PS_SIR_250228_HQE_OutdoorSystem_FAQs.pdf
Attachment F - PS_SIR_250324_HQE_SAFE_GRANT.pdf

13.C. APPROVE A TRANSITION TO CIVICPLUS AGENDA MEETING AND

MANAGEMENT SYSTEM AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR A 3-YEAR TERM

RECOMMENDATION: Approve as presented.

Attachment A - IT_AMS_250324_CivicPlus_SelectProPackage.pdf
Attachment B - IT_AMS_250324_CivicPlus_ExecutiveSummary.pdf
Attachment C - IT_AMS_250324_CivicPlus_Research.pdf
Attachment D - CA_AGR_250310_AMSoftware_Draft_v2.pdf
Attachment E - IT_AMS_250324_CivicPlus_SOW.pdf

13.D. CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GPA CONSULTING TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE EASTFIELD DRIVE FIRE PREVENTION POWER LINE UNDERGROUNDING PROJECT IN AN AMOUNT NOT TO EXCEED $117,070 FUNDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION PROGRAM #DR4382-177-7R-CA, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDATION:

Approve as presented.

CA_AGR_250324_GPA_EastfieldDrive_UU_Environmental_F_PE.pdf

13.E. CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RYAN ECOLOGICAL CONSULTING TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE 20C PORTION OF THE CREST ROAD EAST FIRE PREVENTION POWER LINE UNDERGROUNDING PROJECT IN AN AMOUNT NOT TO EXCEED $2,000 FUNDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION PROGRAM #DR4344-PJ0526, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDATION:

Approve as presented.

GR_BID_250314_REC_CAGN_PostConSurvey_Proposal.pdf
CA_AGR_250324_REC_CrestRdEast_UU_Environmental_F.pdf
WorkersCompLetter_2021.pdf

13.F. ADOPT RESOLUTION NO. 1386 APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS AND AUTHORIZE THE CITY MANAGER TO SIGN THE MASTER ANNUAL ALLOCATION GRANT AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

RECOMMENDATION: Approve as presented.

Attachment A - ResolutionNo1386_MeasureA_BlanketAuthForGrantFunds_F.pdf
Attachment B - CL_AGN_250324_CC_MeasureA_A66_RH_MasterAgreement.pdf

13.G. APPROVE A LETTER OF SUPPORT FOR ROLLING HILLS ESTATE'S' GEORGE F CANYON NATURE CENTER PROJECT
RECOMMENDATION: Approve as presented or provide direction.
CL_AGN_250324_LetterOfSupport_RHE_NatureCenterProject_D.pdf
CL_AGN_201123_CC_Agenda_Item8C.pdf
ResolutionNo1263-Approving_Application_for_Per_Capita_Grant_Program_Funds.pdf
ResolutionNo1265-Transfer_of_Per_Capita_Grant_Program_Funds.pdf

13.H. APPROVE A LETTER OF SUPPORT FOR FEDERAL EARMARK REQUESTS BY THE CITY OF RANCHO PALOS VERDES FOR A REGIONAL EMERGENCY OPERATIONS CENTER AND MAINTENANCE OF DEEP DEWATERING WELLS IN THE PORTUGUESE BEND LANDSLIDE AREA
RECOMMENDATION: Approve as presented or provide direction.
CL_AGN_250324_CC_LetterOfSupport_RPV_EOC_Earmarks.pdf

14. MATTERS FROM THE CITY COUNCIL

15. MATTERS FROM STAFF

15.A. UPDATE ON THE CITY HALL ADA IMPROVEMENT PROJECT AND REQUEST FOR DIRECTION
RECOMMENDATION: Receive and file. Provide direction to staff.
PW_CHC_250131_PAE_VaultRestroom_rev_Proposal.pdf

15.B. CONSIDERATION OF PARTICIPATING IN A THIRD ANNUAL ARBOR DAY EVENT AT THE CITY HALL CAMPUS ON APRIL 25, 2025
RECOMMENDATION: Receive and file. Proved direction to staff.
CL_AGN_250324_Bennett_ArborDay2025_Memo.pdf

16. RECESS TO CLOSED SESSION

16.A. EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1)THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE) a. NAME OF CASE: CONNIE ANDERSEN, ET AL. V. CALIFORNIA WATER COMPANY, ET AL. (SEAVIEW CASE) CASE NO.: 24STCV20953
RECOMMENDATION: None.

16.B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 (TWO CASES) CPUC COMPLAINTS AGAINST SOUTHERN CALIFORNIA EDISON AND SOCAL GAS
RECOMMENDATION: None.

16.C. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)
RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, April 14, 2025 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.: 6.A
Mtg. Date: 03/24/2025

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: **FOR BLUE FOLDER DOCUMENTS APPROVED AT THE CITY COUNCIL MEETING**

DATE: **March 24, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approved.

ATTACHMENTS:
CL_AGN_250324_CC_Item13A.pdf
CL_AGN_250324_CC_Item13H.pdf

BLUE FOLDER ITEM (SUPPLEMENTAL)

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

CITY COUNCIL MEETING
March 24, 2025

13A. PRELIMINARY FISCAL YEAR 2025/26 PROJECTIONS AND BALANCING FOR THE GENERAL FUND
FROM: CHRISTIAN HORVATH, CITY CLERK/EXECUTIVE ASSISTANT TO THE CITY MANAGER

CL_AGN_250324_CC_SampleLettersOfSupport_LASD-Staffing.pdf

BLUE FOLDER ITEM (SUPPLEMENTAL)

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

CITY COUNCIL MEETING
March 24, 2025

13H. APPROVE A LETTER OF SUPPORT FOR FEDERAL EARMARK REQUESTS BY THE CITY OF RANCHO PALOS VERDES FOR A REGIONAL EMERGENCY OPERATIONS CENTER AND MAINTENANCE OF DEEP DEWATERING WELLS IN THE PORTUGUESE BEND LANDSLIDE AREA

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

CL_AGN_250324_CC_LetterOfSupport_RPV_EOC_Earmarks.pdf

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 24, 2025**

DATE: **March 24, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_250324_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 2693 **Meeting Date**: 3/24/2025

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 24, 2025

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council
Posting Type	Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	MARCH 24, 2025 7:00pm Open Session

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

Christian Horvath, City Clerk

Date: March 21, 2025

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

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

DATE: **March 24, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

Agenda Item No.: 8.C
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: MARCH 10, 2025 REGULAR MEETING**

DATE: **March 24, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_250310_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, March 10, 2025
Regular Meeting 7:00 p.m.

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 Pieper presiding.

2. ROLL CALL

Councilmembers Present:	Mirsch, Wilson, Black, Dieringer, Mayor Pieper
Councilmembers Absent:	None
Staff Present:	Karina Bañales, City Manager
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	Samantha Crew, Management Analyst
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Dieringer

4. PRESENTATIONS / PROCLAMATIONS / ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

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

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Mirsch, seconded by Councilmember Black to receive and file Blue Folder Item 8F. Motion carried unanimously with the following vote:

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Richard Colyear, Judith Haenel

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 10, 2025

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

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 24, 2025 REGULAR MEETING

8.D. PAYMENT OF BILLS

8.E. REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR JANUARY 2025

8.F. ADOPT RESOLUTION 1385 AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS AS PROVIDED BY SECTION 34090 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

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

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

9. EXCLUDED CONSENT CALENDAR ITEMS – NONE

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS – NONE

13. NEW BUSINESS – NONE

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE A PUBLIC SAFETY AND EMERGENCY PREPAREDNESS UPDATE

Presentation by Management Analyst Crew

Motion by Councilmember Black, seconded by Mayor Pro Tem Dieringer to receive and file. Motion carried unanimously with the following vote:

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

15.B. DISCUSSION ON EXISTING NUISANCE ORDINANCE AND POTENTIAL UPDATES

Presentation by City Manager Bañales

Public Comment: Jim Aichele

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

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

NOES: None
ABSENT: None

Mayor Pieper returned to Matters from the City Council. Without objection, so moved.

14. MATTERS FROM THE CITY COUNCIL

Councilmember Mirsch noted that volunteer vegetation growth should be addressed by the Ad Hoc Fire Fuel Committee.

16. RECESS TO CLOSED SESSION – 7:46 P.M.

16.A. EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE) a. NAME OF CASE: CONNIE ANDERSEN, ET AL. V. CALIFORNIA WATER COMPANY, ET AL. (SEAVIEW CASE) CASE NO.: 24STCV20953

16.B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 (2 CASES) CPUC COMPLAINTS AGAINST SOTHERN CALIFORNIA EDISON AND SOCAL GAS

16.C. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)

17. RECONVENE TO OPEN SESSION – 8:15 P.M.

18. ADJOURNMENT: 8:16 P.M.

The meeting was adjourned at 8:16 p.m. on March 10, 2025 in memory of longtime resident Debbie Fournier. The next regular meeting of the City Council is scheduled to be held on Monday, March 24, 2025 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,

_____
Jeff Pieper, Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **PAYMENT OF BILLS**

DATE: **March 24, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_250324_CC_PaymentOfBills_E.pdf

CITY OF ROLLING HILLS
AP25-017, ACH25-017
Check Run 03/19/2025

Check No.	Check Date	Payee	Description	Amount
028878	3/19/2025	4Leaf, Inc.	Code Enforcement Serv for February 2025	4,560.00
028879	3/19/2025	American Arbor Care	Emergency Tree Removal - City Hall	750.00
028880	3/19/2025	Best Best & Krieger LLP	Gen Serv Land Movement for January 2025	2,317.24
028880	3/19/2025	Best Best & Krieger LLP	General Services for February 2025	9,691.80
028880	3/19/2025	Best Best & Krieger LLP	Prof Serv for Feb 2025 - 79 Eastfield Dr	324.75
028880	3/19/2025	Best Best & Krieger LLP	Prof Serv for Feb 2025 - Land Use	4,085.00
CHECK TOTAL			**$ 16,418.79**	
028881	3/19/2025	Environmental Design Associates	ZC22-81 Landscape Plan Review, 9 Portuguese Rd	1,250.00
028882	3/19/2025	League of California Cities	Membership Dues for Calendar Year 2025	1,293.00
028883	3/19/2025	Marita Geraghty	Block Captain Event - Reimbursement	72.49
028884	3/19/2025	MV CHENG AND ASSOCIATES	Monthly Accounting Services for February 2025	5,036.25
028885	3/19/2025	Orkin	Monthly Pest Control for March 2025	187.00
028886	3/19/2025	Point and Pay	Online Bill Pay Service for January 2025	25.00
028887	3/19/2025	PVS, Inc.	Sec Alarm for April 2025;Quart Bill Fire Alarm Apr-Jun	360.00
028888	3/19/2025	Rolling Hills Community Assn.	Supplies for Sign Install at Crest Road East	68.34
028889	3/19/2025	S & K Consulting services	Backup Generator Eng. Design at 90%	38,781.00
028890	3/19/2025	State Water Resources Control Board	Stormwater Permit Fee Fac ID 4 19M1000150 Index	7,279.00
ACH-803	2/27/2025	California Water Service Co.	Water Usage 01-30-25 to 02-27-25_RANCHO#74654	354.89
ACH-804	2/27/2025	California Water Service Co.	Water Usage 01-30-25 to 02-27-25_ROLLING#54654	1,538.63
ACH-805	3/10/2025	The Gas Company	Gas usage from 02-06-25 to 03-10-25	131.11
ACH-806	2/28/2025	Pitney Bowes	Postage for February 2025	1,517.25
ACH-807	3/26/2025	PITNEY BOWES GLOBAL	Postage Lease 12-27-24 to 03-26-25	556.58
ACH-808	2/20/2025	Southern California Edison	Electricity usage 01-22-25 to 02-20-25 Acct#8030	761.54
PR LINK	3/7/2025	PR LINK - Payroll & PR Taxes PR5	Payroll Processing Fee PR#4_02/19/25 - 03/07/25	76.66
PR LINK	3/7/2025	PR LINK - Payroll & PR Taxes PR5	Pay Period PR#4_02/19/25 - 03/07/25	18,012.85

PR LINK	3/21/2025	PR LINK - Payroll & PR Taxes PR6	Payroll Processing Fee PR#4_03/08/25 - 03/21/25	88.66
PR LINK	3/21/2025	PR LINK - Payroll & PR Taxes PR6	Pay Period PR#4_03/08/25 - 03/21/25	19,228.70
				118,347.74

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
$ 118,347.74 for the payment of above items.

Karina Banales, City Manager

Agenda Item No.: 8.E
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR FEBRUARY 2025**

DATE: **March 24, 2025**

BACKGROUND:
As requested, Republic Services has provided the following clarifications to their reports:

- Non-franchise means any business not covered under the City's Franchise Agreement with Republic Services – for instance, temporary bins or roll offs for construction or cleanups or permanent dumpsters for horse properties.
- The Commercial Recycling is hauled to various transfer facilities. Those facilities separate and recover(recycle) a portion of that material. They provide Republic recovery rates each month that is in turn used for the cities Republic serves.
- The Greenwaste on the Non-Franchise report can show up and change for various reasons from month to month. Aspects like changes to the customers service type, load contamination and data entry errors can contribute to this.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
VC_REP_250320_Feb_TonnageReport.pdf
VC_REP_250320_Feb_C&D Report.pdf
VC_REP_250320_Feb_CallLog_Redacted.pdf
VC_REP_250320_Feb_RedTagReport.pdf
VC_REP_250320_FebruaryComplaintList_Redacted.pdf

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE
2025

Year 2025
Diversion Requi Y

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
1	Greenwaste	128.08	128.08	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	1.63	1.63	-	100.00%
	Trash	189.31	-	189.31	0.00%
	Trash - Free Residential Roll Off Bin	10.51	-	10.51	0.00%
1 Total		329.53	129.71	199.82	39.36%
2	Greenwaste	102.30	102.30	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	8.54	8.54	-	100.00%
	Recycle	4.35	2.02	2.33	46.46%
	Trash	181.14	-	181.14	0.00%
	Trash - Free Residential Roll Off Bin	16.57	-	16.57	0.00%
2 Total		312.90	112.86	200.04	36.07%
Grand Total		642.43	242.57	399.86	37.76%

CITY OF ROLLING HILLS NON-FRANCHISE
2025

Year 2025
Diversion Requi N

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
1	C&D	10.85	8.71	2.14	80.24%
	Greenwaste	14.33	14.33	-	100.00%
	Recycle	0.20	0.08	0.12	41.79%
	Trash	56.68	-	56.68	0.00%
1 Total		82.06	23.12	58.94	28.17%
2	C&D	5.26	4.22	1.04	80.24%
	Recycle	0.19	0.09	0.10	46.46%
	Trash	21.78	-	21.78	0.00%
2 Total		27.23	4.31	22.92	15.82%
Grand Total		109.29	27.43	81.86	25.10%

Republic Services
C&D Report

City of Rolling Hills
Reporting Period February-25

Disposal Site	Material	Loads Taken	Tons Collected
CWS	C&D	1	5.26

Summary	
Row Labels	**Sum of Tons Collected**
C&D	5.26
Grand Total	**5.26**

Republic Services Call Log Report

City: Rolling Hills

Year 2025

Month/Quarter 2

Summary of Calls by Type

Final Call Final Call Type	Sub-Type	Total
3.Missed Pick Up	Missed Recycle - Residential	1
	Missed Trash - Residential	8
	Missed Yard Waste - Residential	2
3.Missed Pick Up Total		**11**
Grand Total		**11**

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Recycle - Residential	20250226-210740413	2/25/2025 5:58 PM	2/28/2025 11:33 PM	Karyme Lira Garcia	(blank)	(blank)	RESI	9020003355	1	CURRENT RESIDENT	44 CHUCKWAGON RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20250204-209525751	2/4/2025 9:23 AM	2/7/2025 11:35 PM	Tiffany Chambers	(blank)	(blank)	RESI	9020003377	1	JONATHAN GOMEZ		[redacted]
3.Missed Pick Up	Missed Trash - Residential	20250211-209930911	2/11/2025 10:22 AM	2/14/2025 11:31 PM	Tiffiny Clay	(blank)	(blank)	RESI	9020003529	1	CURRENT RESIDENT	37 CREST RD W ROLLING HILLS CA	
3.Missed Pick Up	Missed Trash - Residential	20250214-210135951	2/14/2025 9:34 AM	2/18/2025 11:31 PM	Cheryl Fortson	(blank)	(blank)	RESI	9020003025	1	CURRENT RESIDENT	4 APPALOOSA LN ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20250219-210374623	2/19/2025 10:55 AM	2/21/2025 11:28 PM	Donna Hudson	(blank)	(blank)	RESI	9020003377	1	JONATHAN GOMEZ		[redacted]
3.Missed Pick Up	Missed Trash - Residential	20250220-210477402	2/20/2025 2:41 PM	(blank)	Melanie Vaughn	(blank)	(blank)	RESI	9020003404	1	MAX KIM	75 SADDLEBACK RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Trash - Residential	20250226-210740386	2/25/2025 5:57 PM	2/28/2025 11:33 PM	Karyme Lira Garcia	(blank)	(blank)	RESI	9020003355	1	CURRENT RESIDENT	44 CHUCKWAGON RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Trash - Residential	20250226-210774392	2/26/2025 10:23 AM	2/28/2025 11:33 PM	Karyme Lira Garcia	(blank)	(blank)	RESI	9020003334	1	CURRENT RESIDENT	32 CHUCKWAGON RD ROLLING HILLS CA	[redacted]

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Trash - Residential	20250228-210947432	2/28/2025 12:10 PM	(blank)	Karina Torres	(blank)	(blank)	RESI	9020003036	1	CURRENT RESIDENT	4 BOWIE RD ROLLING HILLS CA	[redacted]
3.Missed Pick Up	Missed Yard Waste - Residential	20250224-210612203	2/24/2025 11:22 AM	2/26/2025 11:33 PM	Joanne Solis	(blank)	(blank)	RESI	9020002962	1	RESIDENT	3 LOWER BLACKWATER CYN RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20250226-210740433	2/25/2025 5:59 PM	2/28/2025 11:33 PM	Karyme Lira Garcia	(blank)	(blank)	RESI	9020003355	1	CURRENT RESIDENT	44 CHUCKWAGON RD ROLLING HILLS CA	(000) 000-0000

REPUBLIC SERVICES

Sustainability in Action

Rolling Hills Red Tags – February 2025

Date	Address	Code	Issue	COMM
2/7/2025	7 SOUTHFIELD DR	6	REFUSE ON TOP OF LID	NO
2/10/2025	25 PORTUGESE BEND RD	6	REFUSE ON TOP OF LID	NO
2/11/2025	3 OUTRIDER RD	7	CONTAMINATED (REC)	NO
2/17/2025	71 CREST RD E	2	CONTAINER	NO
2/20/2025	11 UPPER BLACKWATER CYN	2	CONTAINER	NO

City of Rolling Hills- Republic Services Complaint List February 2025

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse	Date Reponse	Time of Reponse	Resolved
2/4/2025	10:48AM	Missed Trash and Green Waste	[redacted]	44 Portuguese Bend Rd.	Tanasha Malone	Tanasha Malone	2/4/2025	10:54AM	Yes
2/4/2025	2:45PM	Missed Trash Pickup		49 Saddleback Rd.	Tanasha Malone	Tanasha Malone	2/5/2025	12:30PM	Yes
2/11/2025	7:59AM	Missed Trash Pickup		37 Crest Rd. W.	Tanasha Malone	Tanasha Malne	2/11/2025	10:22AM	Yes
2/13/2025	9:22AM	Missed Trash Pickup All Week		9 Reata Lane	Tanasha Malone	Tanasha Malone	2/13/2025	11:29AM	Yes
2/19/2024	9:32AM	Missed Trash Pickup		71 Crest Rd. E.	Tanasha Malone	Tanasha Malone	2/20/2025		Yes
2/24/2025	12:09PM	Missed Trash Pickup		2864 PV Dr. N.	Tanasha Malone	Tanasha Malone	2/24/2025	12:29PM	Yes

Agenda Item No.: 8.F
Mtg. Date: 03/24/2025

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 FINANCE, BUDGET, AND AUDIT COMMITTEE MINUTES: MARCH 10, 2025 SPECIAL MEETING

DATE: March 24, 2025

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_250310_FBA_F.pdf

Minutes
Rolling Hills Finance/Budget/Audit Committee
Monday, March 10, 2025
Special Meeting 6:00 p.m.

CALL TO ORDER
The Finance/Budget/Audit Committee of the City of Rolling Hills met in person on the above date at 6:01 p.m.

ROLL CALL

Members Present:	Black, Mayor Pieper
Members Absent:	None
Staff Present:	Karina Bañales, City Manager
	Robert Samario, Finance Operations Lead Consultant
	Christian Horvath, City Clerk / Executive Assistant to the City Manager

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

4. CONSENT CALENDAR

4.A. APPROVE AFFIDAVIT OF POSTING FOR THE SPECIAL FINANCE/BUDGET/AUDIT COMMITTEE MEETING OF MARCH 10, 2025

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

AYES:	Black, Mayor Pieper
NOES:	None
ABSENT:	None

5. DISCUSSION ITEMS

5.A. PRELIMINARY FISCAL YEAR 2025/26 PROJECTIONS AND BALANCING

Presentation by Finance Operations Lead Consultant Samario

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

AYES:	Black, Mayor Pieper
NOES:	None
ABSENT:	None

6. ITEMS FROM THE FINANCE BUDGET AUDIT COMMITTEE – NONE

7. ITEMS FROM STAFF – NONE

8. ADJOURNMENT: 6:34 P.M.

The meeting was adjourned at 6:34 p.m on March 10, 2025. The next regular meeting of the Finance/Budget/Audit Committee is scheduled to be held on Monday, April 28, 2025 beginning at 6:00 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,

_____
Jeff Pieper, Mayor

Agenda Item No.: 8.G
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **LISA EDWARDS, PRINCIPAL PLANNER**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **RECEIVE AND FILE THE ANNUAL PROGRESS REPORTS FOR THE GENERAL PLAN.**

DATE: **March 24, 2025**

BACKGROUND:
The annual progress reports (APRs) for the General Plan and Housing Element are due April 1, 2025. Government Code Sections 65400 and 65700 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Land Use and Climate Innovation (LCI), and the Housing and Community Development (HCD). Government Code section 65400 also requires that each city, county, or city and county, including charter cities, prepare an APR on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the California Department of Housing and Community Development (HCD).

APRs provide local legislative bodies and the public with information regarding the implementation of the General Plan for their city or county. They also inform the public of progress in meeting the community's goals. APRs must be presented to the local legislative body for review and acceptance, usually as a consent or discussion item on a regular meeting agenda.

DISCUSSION:
The General Plan APR provides an overview of recent updates to elements and how the City complies with LCI's guidelines. It summarizes the actions related to the General Plan over the past year, including adopted ordinances and resolutions. It also summarizes the City's efforts in updating the Housing Element.

The General Plan APR will be filed with LCI and HCD prior to the April 1st deadline.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
PL_GPN_APR_2024_RollingHillsGeneralPlanAPRLetter_F.pdf

City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

March 25, 2025

Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

SUBJECT: ROLLING HILLS' 2024 GENERAL PLAN ANNUAL PROGRESS REPORT

Dear Sir or Madam:

This serves as the City of Rolling Hills' 2024 General Plan Annual Progress Report (GP APR) to the Governor's Office of Land Use and Climate Innovation (LCI).

The Rolling Hills General Plan was last updated in its entirety on June 25, 1990. Its purpose is to comply with State law in guiding the physical development of the City; provide a long-range plan for future development in the City, which is sensitive to existing development patterns; and represents the desires of the community through an extensive public outreach process. The Rolling Hills General Plan includes the following elements:

- Land Use Element (Amended February 8, 2021)
- Housing Element (6th Cycle adopted September 26, 2022; certified by the California Department of Housing and Community Development (HCD) on November, 23, 2022)
- Circulation Element
- Open Space/Conservation Element
- Safety Element (Revised update adopted October 24, 2022)
- Noise Element

Compliance

The Rolling Hills General Plan complies with OPR's General Plan Guidelines. The following is a summary of actions related to the General Plan and updated Municipal Code sections over the past year:

- *Moratoriums*: The City currently has no moratoriums related to the General Plan.
- *Accessory Dwelling Units*: On November 25, 2024, Ordinance No. 385 was adopted to amend Chapter 17.28 of the Rolling Hills Municipal Code (RHMC) to comply with recent changes to state law that impose new limits on local authority to regulate Accessory

Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs"), among other things, AB 2533 (Unpermitted ADUs and JADUs) and SB 1211 (Replacement Parking Requirements; Multifamily ADUs):

AB 2533 – Unpermitted ADUs and JADUs

Subject to limited exceptions, existing state law prohibits a City from denying a permit to legalize an unpermitted ADU that was constructed before January 1, 2018, if the denial is based on the ADU not complying with applicable building, state, or local ADU standards. One exception allows a City to deny a permit to legalize if the City makes a written finding that correcting the violation is necessary to protect the health and safety of the public or the occupants of the structure.

AB 2533 changes this by: (1) expanding the above prohibition to also include JADUs; (2) moving the construction-cutoff date from January 1, 2018, to January 1, 2020; and (3) replacing the above exception with a requirement that local agencies find that correcting the violation is necessary to comply with the standards specified in Health and Safety Code section 17920.3 (Substandard Buildings). (See amended Gov. Code, § 66332(a)–(f).)

SB 1211 – Replacement Parking Requirements; Multifamily ADUs

Replacement Parking

Existing state law prohibits the City from requiring off-street parking spaces to be replaced when a garage, carport, or covered parking structure is demolished in conjunction with the construction of, or conversion to, an ADU. SB 1211 amends this prohibition to now also prohibit a City from requiring replacement parking when an uncovered parking space is demolished for or replaced with an ADU. (See amended Gov. Code, § 66314(d)(11).)

Multifamily ADUs

SB 1211 further defines livable space in connection with converted ADUs inside a multifamily dwelling structure. Existing state law requires the City to ministerially approve qualifying building-permit applications for ADUs within "portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages …." The term "livable space" is not defined by existing state ADU law.

SB 1211 changes this by adding a new definition: "'Livable space' means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation." (See amended Gov. Code, § 66313(e).)

SB 1211 also increases the number of detached ADUs that lots with an existing multifamily dwelling can have. Existing state law allows a lot with an existing or proposed multifamily dwelling to have up to two detached ADUs.

Under SB 1211, a lot with an existing multifamily dwelling can have up to eight detached ADUs, or as many detached ADUs as there are primary dwelling units on the lot,

whichever is less. (See amended Gov. Code, § 66323(a)(4)(A)(ii).) SB 1211 does not alter the number of ADUs that a lot with a proposed multifamily dwelling can have — the limit remains at two. (See amended Gov. Code, § 66323(a)(4).)

Landscaping Requirements

Other than addressing the items affected by AB 2533 and SB 1211, the Ordinance remains largely unchanged with exception to the landscape section which has been deleted. The section requires an abundant amount of vegetation to be planted around an ADU, which may be in conflict with recent changes to Fire Department requirements to keep buildings away from fire fuel. Additionally, new trees could cause view preservation concerns with neighboring properties. Deleting the section does not preclude owners from planting vegetation around an ADU so long as Fire Department requirements are met and neighboring views are protected.

Other Changes

- "Livable space": Added definition.
- Fees: Clarification that the City may charge a fee, including "the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the director of community development and approved by the City council by resolution."
- Septic System: "If the ADU or JADU will connect to an onsite wastewater-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years."
- Owner Occupancy: No longer required if an ADU meets the Ordinance and was created on or after January 1, 2020.
- Rent Reporting: Applicants must provide the City with an estimate of the projected annualized rents. This is required within 90 days after January 1 following the issuance of a building permit.
- Setbacks: Changed to be consistent with the setback of an existing structure, if existing structure is nonconforming. If no existing structure, then the setback remains 4 feet for side and rear, and 30 feet for front yard setback. This section was deleted but should be considered: "If the front yard setback is the only location on the lot where an ADU may be lawfully constructed, then the ADU may encroach into the required front yard setback as necessary to enable the construction of an eight hundred square foot unit."
- Windows and Doors: Cannot have direct line of sight to an adjoining residential property.
- Allowed Stories: One story allowed, however, if the ADU is attached to a primary residence with more than one story (e.g., basement), then it may also have a basement.
- Utilities: Clarification that utilities may need to be separate from main residence and subject to connection and fee requirements of the utility provider.
- Formatting Changes: Minor formatting changes were made throughout Chapter 17.28 of the Municipal Code regarding accessory dwelling units and junior accessory dwelling units.

Housing Element

As mentioned earlier, the City adopted its 6th Cycle Housing Element on September 26, 2022.

The Housing Element was found to be in full compliance with State law by the California Department of Housing and Community Development (HCD) on November, 23, 2022. A separate annual progress report is prepared for the City's Housing Element.

The housing allocation for Rolling Hills for the Sixth Cycle 2021-2029 period is 45 units, including:

- 20 very low-income units
- 9 low-income units
- 11 moderate-income units
- 5 above moderate-income units

Each City must plan for the type of housing it has been assigned. In the case of very low- and low-income units, this typically requires sites that are zoned for multi-family housing. Accessory dwelling units (ADUs) may be counted as low- and moderate-income units if the City has sufficient data on rents and construction trends to support its conclusions.

The Housing Element provides data supporting the finding that at least 13 of the future ADUs will be affordable to lower income households based on data from the Southern California Association of Governments (SCAG), the City's 2020 ADU resident survey, and local real estate ads. The forecast of five ADUs per year is based on the City's track record of approving nine ADUs in 2021 alone.

Conclusion

This GP APR was presented to the City Council at its regularly scheduled meeting on March 24, 2025. The General Plan, ordinances, and other documents described in this letter are available on the City's website or at City Hall.

Thank you for your consideration to this matter. The City is eager to remain in compliance with regulatory orders and in good standing with State agencies. If you have any questions regarding the contents of this letter, please feel free to contact me at 310-377-1521 or email ledwards.willdan@Cityofrh.net.

Sincerely,

Lisa Edwards

Lisa Edwards
Principal Planner

Agenda Item No.: 8.H
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **LISA EDWARDS, PRINCIPAL PLANNER**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **RECEIVE AND FILE THE ANNUAL PROGRESS REPORT FOR THE HOUSING ELEMENT.**

DATE: **March 24, 2025**

BACKGROUND:
The annual progress reports (APRs) for the General Plan and Housing Element are due April 1, 2025. Government Code Sections 65400 and 65700 mandate that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Land Use and Climate Innovation (LCI), and the Housing and Community Development (HCD). Government Code section 65400 also requires that each city, county, or city and county, including charter cities, prepare an APR on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the California Department of Housing and Community Development (HCD).

APRs provide local legislative bodies and the public with information regarding the implementation of the General Plan for their city or county. They also inform the public of progress in meeting the community's goals. APRs must be presented to the local legislative body for review and acceptance, usually as a consent or discussion item on a regular meeting agenda.

DISCUSSION:
The Housing Element APR is provided on a spreadsheet prepared by HCD. Based on Table A, activity in the City over the past year includes the submittal of 5 housing applications, 5 proposed units among all applications received (including 4 accessory dwelling units (ADUs)), and 1 new housing approved (ADU for 17 Buggy Whip Drive). Based on Table A2, Building Services activity in 2024 included 5 entitlements issued (2 single-family detached units and 3 ADUs) and 3 building permits issued (1 single-family detached unit and 2 ADUs).

Program Implementation Status reported in Table D has been updated to reflect the programs identified in the recently adopted Sixth Cycle Housing Element. As we are in the early stages of the Sixth Cycle, which ends in 2029, most programs are still ongoing or in process.

A report on the Local Early Action Planning (LEAP) is included in the Housing Element APR as required by HCD.

The Housing Element APR will be filed with LCI and HCD prior to the April 1st deadline.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
RollingHills2024_HE_APR_Attachment.pdf

Jurisdiction	Rolling Hills	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		3
Total Units		**3**

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	2	1	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	3	2	0
Mobile/Manufactured Home	0	0	0
Total	**5**	**3**	**0**

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	1
Number of Proposed Units in All Applications Received:	1
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications

Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	1	1
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	24
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Rolling Hills	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bo Applica
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	0	0	0	0	1	0	1	0	0		
	7569026006	17 Buggy Whip Dr		ZC 24-056	ADU	R	7/19/2024						1		1			NONE	No
															0				
															0				
															0			

Jurisdiction	Rolling Hills
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle: 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								Affordability by Household Incomes - Building Permits								Affordability by Household Incomes - Certificates of Occupancy										Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1					2	3	4						5	6	7						8	9	10						11	12	13	14	15	16	17	18	19	20			21	22	23	24	25
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD, 2-4, 5+, ADU, MH)	Tenure R=Renter/ O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (yrs) If affordable in perpetuity enter 10000	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
Summary Row: Start Data Entry Below							0	0	0	0	0	2	0		0	0	0	0	0	0	1		0	0	0	0	0	0	0		0	0						0									
	7569020041	27 Buggy Whip		ZC-21-329	ADU	R							1	8/30/2023	1						1	8/30/2023	1								0																
	7569020042	6 Middleridge Ln S		ZC-22-44	SFD	O							1	4/18/2023	1						1	3/31/2024	1								0																
	7569020043	6 Middleridge Ln S		ZC-21-10	ADU	R							1	4/18/2023	1						1	3/31/2024	1								0																
	7569014003	9 Perugueza Bend Rd		ZC-22-81	ADU	R							1	8/25/2023	1						1	2/29/2024	1								0																
	7567011020	23 Crest Road East		ZC-23-070	SFD	O							1	8/25/2024	1								0								0																
	7567011020	23 Crest Road East		ZC-23-070	ADU	R						1		8/25/2024	1								0								0																
	7569010040	31 Perugueza Bend Road		ZC-23-100	ADU	R							1	11/13/2024	1								0								0																
	7567009020	11 Flying Mane Road		ZC-21-02	SFD	O							1	8/21/2022	1								0								0																
	7567006036	25-1/2 Chuckwagon Road		ZC-21-01	ADU	R							1	1/18/2023	1								0								0																
	7567014021	4 Rippy Trail		ZC-22-51	SFD	O							1	11/13/2023	1								0								0																
	7569020006	17 Buggy Whip Dr		ZC-24-056	ADU	R							1	11/4/2024	1								0								0																

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Rolling Hills	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1: Annual Progress Report	**City will prepare and file an annual report on the progress made toward implementing its Housing Element using forms and definitions adopted by the California Department of Housing and Community Development (HCD).**	**File by April 1 of each year**	**City has filed 2023 APR and is preparing 2024 APR. City will continue to file APR by April 1 of each year.**
Program 2: Rancho Del Mar (RDM) Opportunity Site Monitoring	**(1) 16 units of affordable housing on the RDM site (excludes density bonus, addressed in Program 3) (2) Annual meeting between the City Manager and School Superintendent**	**(1) Meeting with School Superintendent by end of 2022 and once annually thereafter (2) Preparation of site "fact sheet" for review by School District and School Board by June 2023 (3) Subdivision creating "western" parcel by end of 2024, subject to School Superintendent and Board approval**	**Ongoing**

Program 3: No Net Loss Monitoring and Other Multi-Family Housing Opportunities	**(1) No net loss of housing capacity to meet RHNA at all times (2) Provide an 80% density bonus on the Rancho Del Mar site, enabling 29 units of new affordable housing instead of the 16 allowed by the base zoning.**	**Continuous through 2029**	**Continuous through 2029**
Program 4: Add Definitions of Transitional and Supportive Housing, Residential Care Facilities, and Employee Housing to Municipal Code	**Create local housing opportunities for at least six households employed in Rolling Hills (and currently living outside the city) during the planning period.**	**(1) Ordinance revisions completed in August 2022 (2) Opportunities for at least six individuals working in Rolling Hills and living elsewhere to reside in the community (in ADUs, guest houses, affordable units on the Rancho Del Mar site, etc.) by 2029**	**Ordinance revisions completed in 2022; metric objectives contiuous through 2029**
Program 5: Density Bonus Ordinance	**Application of density bonus to future affordable rental housing on RDM site (up to 13 additional units, assuming 100% affordable project on the site)**	**Ordinance adopted in 2022**	**Ordinance revisions completed in 2022; metric objectives contiuous through 2029**

Program 6: Accessory Dwelling Unit (ADU) Producction, Monitoring, and Incentives	**Develop citywide ADU registry; annual ADU survey and monitoring; develop inventory of potential ADUs; incentives for ADU construction; pre-approved ADU plans; coordination with Community Association (RHCA), septic tank replacement grants or financial assistance; non-profit construction of ADUs; monitor best practices in ADUs; update Municipal Code provisions for ADUs; outreach to ADU permit recipients** **(1) Citywide ADU registry of 40 ADUs by 2029, including at least 18 ADUs rented at levels meeting affordability criteria for lower income households** **(2) ADU Survey, administered once a year** **(3) Inventory of potential ADUs** **(4) ADU Incentives** **(5) Two to four pre-approved ADU architectural plans** **(6) Municipal Code Revisions (see 6.10 above) -- Completed** **(7) 100% completion of ADUs receiving permits** **(8) Seven ADUs/guest houses constructed by non-profits by 2029 (see 6.8 above and Program 9 below)**	**(1) Rosters and Surveys prepared by 2022 and updated annually** **(2) ADU incentives by 2023** **(3) Approved architectural plans by 2024, or as funding allows** **(4) Amend Municipal Code Chapter 17.28 (Accessory Dwelling Units) for consistency with State law by August 2022 (this action has been completed)** **(5) Establish protocol for 6-month check-ins with ADU permit recipients by January 1, 2023** **(6) Annual monitoring report on ADU production**	**ADU Ordinance amended in 2024 to be consistent with State law including providing incentives or removing obstacles to develop ADUs. ADU survey prepared by South Bay Cities Council of Governments (SBCCOG) in late 2022. Other implementation ongoing.**
Program 7: ADU Outreach, Education, Information	**(1) Outreach mailer to 639 households (at least once every 2 years)** **(2) Creation of 40 new ADUs by 2029 (5 per year)**	**(1) First mailing by March 2023** **(2) Website update by June 2023** **(3) Update of design guidelines by 2024**	**All residents were notified of ADU survey in September 2022 and ADU Ordinance Amendment in December 2022 via City newsletter. Website continuously updated. Design guidelines handled by Rolling Hills Community Association (RHCA); City's Ordinance adheres to State requirements and is compatible with RHCA.**

Program 8: Assist Senior and Disabled Households	**Website landing page with senior housing resources; Facilitate age-in-place retrofits for 10 senior households; City Council study session on needs of seniors and potential actions to assist Rolling Hills seniors**	**June 2023 (for website); Council Study Session before 12/23**	**City uses newsletter and local organizations to disseminate information. Council and staff inform seniors individually and at meetings on assistance opportunities.**
Program 9: Assist Extremely Low-Income Households	**Provide seven housing units affordable to Extremely Low Income**	**Prepare inventory of Extremely Low Income (ELI) units by 2024, update annually; Facilitate housing assistance to at least 7 ELI homeowners by 2029**	**No ELI units received in 2023**
Program 10: Support Regional Efforts to End Homelessness	**Participation in point in time surveys; participation in at least one regional meeting annually on strategies to end homelessness**	**Ongoing, 2021-2029**	**Continuous through 2029**
Program 11: Permit Streamlining	**Compliance with all provisions of the Permit Streamlining Act**	**Ongoing, 2021-2029**	**Continuous through 2029**
Program 12: Facilitate Communication with Affordable Housing Service Providers, Developers, and Advocates	**Hold at least one meeting a year with one or more non-profit housing sponsors to discuss housing opportunities and needs in Rolling Hills; See also Programs 8, 13, and 15**	**Convene one meeting before December 2022. Convene additional meetings at least once a year from 2023 to 2029**	**Continuous through 2029**
Program 13: Home Sharing	**Continue to provide informational brochures advertising shared housing programs at City Hall and on the City's website; at least eight non-resident households participating in a non-profit managed home sharing program enabling them to reside in Rolling Hills by 2029**	**Provide article and meet with home sharing service in 2023**	**Ongoing**

Program 14: Sewer Feasibility Studies and Phase One Construction	**(1) Complete 1,585-foot sanitary sewer extension to City Hall/ Tennis Courts (Phase I); (2) Complete feasibility / cost study of sanitary sewer extension; (3) Obtain grants for Phase I project construction; (4) Updated "Will Serve" letter from the Los Angeles County Sanitation District, indicating ability to accept effluent from 235 existing homes upon completion of future phase sewer system**	**Complete Phase I by 2024; determine viability of future phases and available grants by 2023**	**City Council has had numerous meetings on improvements to the City Hall campus and sewer feasibility. In January 2023, Council directed staff to phase the sewer main project to include a new 8" sewer line in Phase I and for staff to seek grant funding opportunities for construction. Projects to upgrade the tennis courts, City Hall, and parking lot area are proceeding. The City updates residents in its newsletter and at public meetings. The City received a $1,000,000 Community Funding grant via Congressman Ted Lieu and is currently working with USDA regarding said grant. Phase 1 construction and costs are yet to be determined.**
Program 15 Pursue Grants for Minor Home Repair Program	**Minor home repair/ age-in-place/ septic tank replacement assistance to at least ten lower-income or senior Rolling Hills households**	**By 2023, and every two years thereafter**	**Ongoing**
Program 16: Code Enforcement	**Respond to 100 percent of resident Code Enforcement inquiries**	**Ongoing, 2021-2029**	**The City has a contract for code enforcement services and follows up on code enforcement inquiries and reports from residents.**
Program 17: Reduce Home Energy Costs	**(1) Provide links on City website related to energy conservation, weatherization, and financial assistance (2) Adopt updated Building Code standards for energy efficiency**	**Website Update, with links: Complete by January 2023**	**Website updates continuous; Building Code and Fire Code updates completed in 2023**
Program 18: Facilitate New Construction and Home Improvements	**5 new single family homes (above moderate income)**	**Objective covers the period from 2021 through 2029**	**Ongoing**
Program 19: Remediate Geologic Hazards	**Geologic studies for new development and major grading permits**	**On-going, 2021 to 2029**	**Ongoing**
Program 20: Fair Housing Services Program Administration	**At least five households assisted**	**Complete memorandum by June 2023**	**Ongoing**

Program 21: Fair Housing Outreach and Affirmative Marketing	**(1) At least 50% of future occupants of affordable housing created on the RDMO site are from outside Rolling Hills. (2) At least 50% of future ADU occupants are from outside Rolling Hills (to be measured through the ADU survey described in Program 6.2)**	**Ongoing, 2021-2029. Website update by December 2022**	**Ongoing**
Program 22: Fair Housing Training for Staff	**(1) At least one Rolling Hills staff member participates in on-line Fair Housing training each year through 2029 (2) At least one presentation on fair housing is delivered to the City Council in a noticed public hearing, attended by at least 10 residents**	**2023**	**Ongoing**
Program 23: Written Procedures for SB 35 Projects	**Posted information on SB 35, including application form**	**Complete by December 31, 2022**	**Information provided on City's website linking to SCAG's resources.**
Program 24: Updating of Linked Files on Planning and Community Services Department Landing Page	**Reorganized and updated Planning and Community Services Department website**	**Complete by December 31, 2023**	**Ongoing**

Jurisdiction	Rolling Hills	
Reporting Year	2024	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ -	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		3
Total Units		**5**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		3
Total Units		**3**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Agenda Item No.: 10.A
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **STEPHANIE GRANT, ASSISTANT PLANNER**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **RECEIVE AND FILE ZONING CASE NO. 24-078: VARIANCE FOR A DETACHED GARAGE WITHIN THE FRONT YARD AREA, CONDITIONAL USE PERMIT REQUEST TO EXCEED 200 SQUARE FEET FOR ACCESSORY STRUCTURES, AND SITE PLAN REVIEW FOR AN EXPANSION TO THE EXISTING DETACHED GARAGE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT LOCATED 1 PINTO ROAD (36-FT) (KRAMER)**

DATE: **March 24, 2025**

BACKGROUND:
On February 18, 2025, the Planning Commission held a morning field trip at the subject property, with all five commissioners present. The commissioners reviewed the project during the field trip and then proceeded to the public hearing meeting later that evening at City Hall. During the evening public hearing, staff presented the project. The applicants did not attend the evening meeting; however, one resident was present and in favor of the project. After review and discussion, the Commission voted unanimously (5-0) to approve the project and adopted Resolution number 2025-02 (Attachment 4).

Zoning, Location, and Lot Description

The property is zoned RAS-2 and is located at the end of Portuguese Bend Road South within the Flying Triangle, near the intersection of Portuguese Bend Road and Pinto Road. The lot size is 1.79 acres net and 77,980.5 square feet net, as calculated for development purposes. It has frontage along the longer side of Pinto Road and abuts two streets. The site includes a 30-foot-wide roadway easement along Portuguese Bend Road South and a 25-foot-wide roadway easement along Pinto Road.

The topography of the land is such that the building pad is set below the grade of the road and is a valley or depressed lot with a mixture of shallow and steep slopes (Attachment 3).

The lot is developed with an existing 3,233 square foot main residence, 400 square foot detached garage, 549.5 square foot swimming pool, 74 square foot pool equipment, 192.5 square foot shed, 2,047.5 square foot recreational sports court, and 62.75 square foot BBQ. The main residence was built in 1953.

Previous Projects

On December 16, 2003, the Planning Commission adopted Resolution No. 2003-25, approving a Site Plan Review and a Conditional Use Permit to construct a detached garage and a Variance to permit encroachment with the garage into the front yard setback at an existing single-family residence.

DISCUSSION:

Applicant Request

On September 12, 2025, an application was duly filed by Joey Kramer through their agent with respect to real property located at 1 Pinto Road, Rolling Hills (Lot 36-FT). The request includes a Site Plan Review for a 570 square-foot expansion of the existing detached garage, yielding a 970 square feet structure; Conditional Use Permit to exceed the 200 square feet allowable area for an accessory structure; and a Variance request for a detached accessory structure within the front yard area. The architectural plans have been provided in Attachment 5.

Site Plan Review

Site Plan Review is required for construction of any new structure pursuant to Rolling Hills Municipal (RHMC) Section 17.46.02. The applicant is proposing a 570 square-foot expansion of the existing detached garage resulting in a 970 square-foot five-car garage. The proposed new wall is approximately 3 feet tall and 8.5 linear feet long. An existing planter has been removed between two existing walls, and the new wall connects the two existing walls. The 37.50 square feet of new hardscape is the area of the existing planter to be installed to connect the existing concrete walkways.

Conditional Use Permit

RHMC Section 17.16.030(Q) permits detached garages and similar accessory structures not to exceed two hundred square feet, subject to the requirements of RHMC Section 17.16.200(L). The applicant is requesting to expand the existing detached garage by 570 square feet in order to create additional enclosed parking spaces.

Variances

RHMC Section 17.16.210(A)(4)(a) permits approval of a detached garage under certain

conditions, provided a Variance to deviate from this condition is approved by the Planning Commission. The applicant is requesting to expand the existing detached garage. Such garage will be located on an existing building pad and located in the front yard area.

Structures in the front yard

The current house is oriented to open onto the front yard, where a pool and detached garage already exist. There is no other viable and safe location for an additional detached garage on the primary pad due to the existing topography of the subject site. The proposed garage expansion location currently is part of a paved driveway that is already flat and disturbed and is the best location because it currently is being used as uncovered parking.

Lot Coverage and Building Pad Coverage

The Project complies with the Development Standards in the RHMC Zoning Code. The existing structural coverage is 6,559 square feet or 8.41%, and the project proposes a net of 570 square feet or 0.73%, for a total of 7,129 square feet or 9.14%. This is still under the maximum allowed 20% structural coverage. The existing flatwork coverage is 10,492 square feet or 13.45% and the project proposes 37.50 square feet or 0.05% of new flatwork behind the garage. The total flatwork is 10,529.50 square feet or 13.50%, and this is still under the maximum allowable 15% flatwork coverage. The total overall structural and flatwork coverage will result in 17,0658.50 square feet or 22.64%, which is still well under the maximum allowed 35% structural and flatwork coverage. See Attachment 2 for more details.

Environmental Review

The Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including accessory structures, including but not limited to garages, carports, patios, swimming pools, and fences. Here, the proposed Project is for an expansion to an existing detached garage.

Public Noticing and Correspondence

Notification of the Development and Planning Commission meeting was published in the Daily Breeze on February 6, 2025, and letters were mailed to residents within a 1,000 ft radius of the development on February 6, 2025 (see Attachment 1).

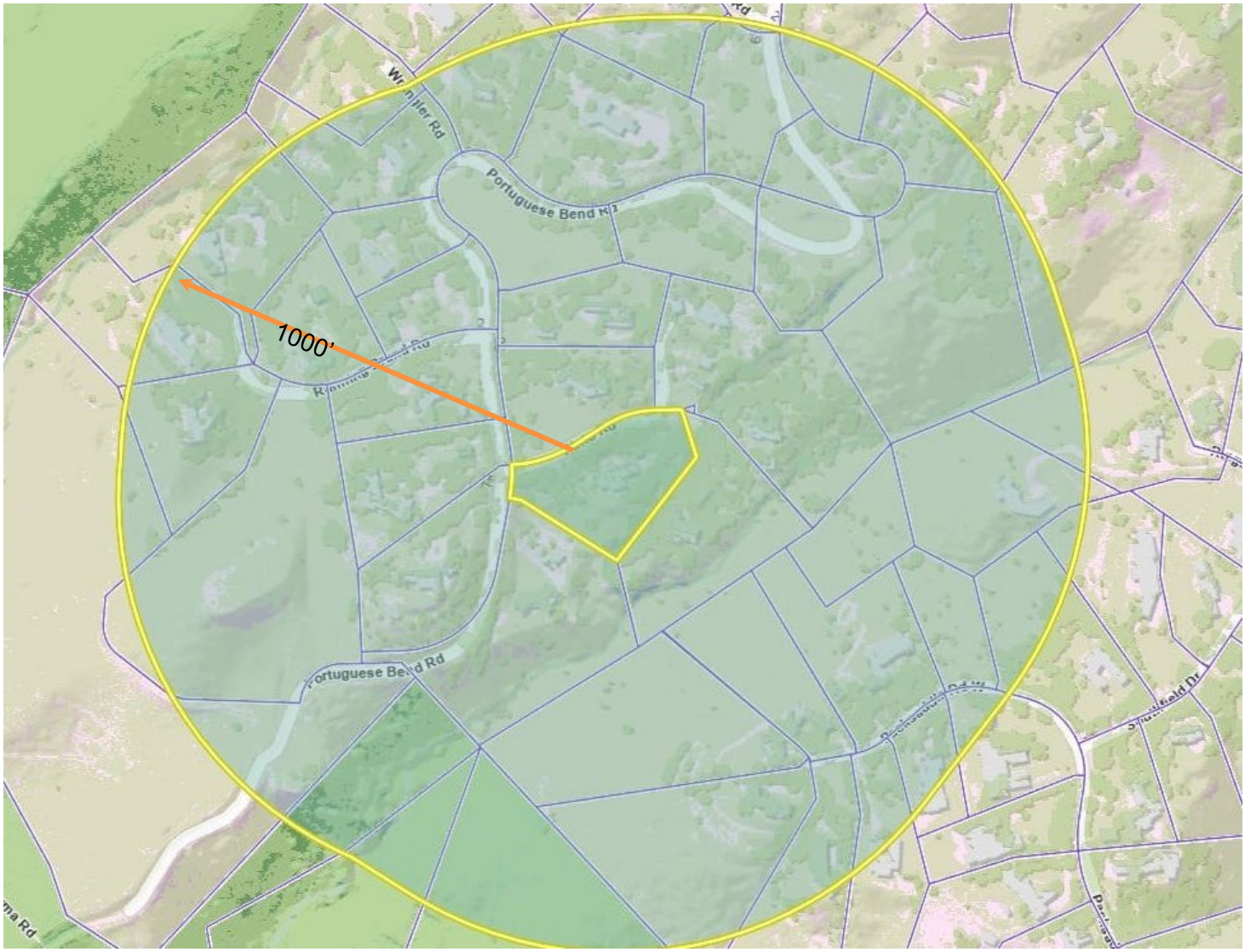
To date, the staff has not received any concerns or comments regarding the project.

FISCAL IMPACT:
None

RECOMMENDATION:

Receive and file.

ATTACHMENTS:
Attachment 1: PL_ADR_250206_1PintoRoad_ZC24-078_RadiusMap_02.18.25PCMeeting.pdf
Attachment 2: PL_ADR_250206_1PintoRd_ZC24-078_DevelopmentTable.pdf
Attachment 3: PL_ADR_250211_1PintoRoad_ZC24-078_GIS_MAP_02.18.25PCMeeting.pdf
Attachment 4: 2025-02_PC_Resolution_1 Pinto Rd_Kramer_D_v4.pdf
Attachment 5: PL_ADR_250213_1PintoRd_ZC24-078_Plans_4thSubmittal.pdf



City of Rolling Hills

ROLLING HILLS, CA 90274

TITLE VICINITY MAP

CASE NO. Zoning Case No. 24-078
Conditional Use Permit, Variance, & Site Plan Review

OWNER Kramer

ADDRESS 1 Pinto Road, Rolling Hills 90274

SITE

Development Table Zoning Case No. 24-078 1 Pinto Road			
VARIANCE APPLICATION	**EXISTING**	**PROPOSED**	**TOTAL**
RA-S-2 Zone Site Plan Review Conditional Use Permit Variance			
Net Lot Area	77,980.50 SF	0 SF	77,980.50 SF
Residence	3,233.00 SF	0 SF	3,233.00 SF
Garage	400.00 SF	570.00 SF	970.00 SF
Swimming Pools/Spa	549.25 SF	0 SF	549.25 SF
Pool Equipment	74.00 SF	0 SF	74.00 SF
Guest House	0 SF	0 SF	0 SF
Cabana	0 SF	0 SF	0 SF
Stable	0 SF	0 SF	0 SF
Recreation Court	2,074.50 SF	0 SF	2,074.50 SF
Attached Covered Porches	0 SF	0 SF	0 SF
Entryway/Porte Cochere, Breezeways	0 SF	0 SF	0 SF
Attached Trellises	0 SF	0 SF	0 SF
Detached Structures: Sheds, Trellises, Gazebo, BBQ, Outdoor Kitchen, Roofed Play Equipment.- over 15 ft high and over 120 SF in area	192.50 SF 62.75 SF	0 SF 0 SF	192.50 SF 62.75 SF
Primary Driveway	2,848.75 SF	0 SF	2,848.75 SF
Paved Walkways, Patio Areas, Courtyards	3,698.50 SF	37.50 SF	3,736.00 SF
Pool Decking	3,269.75 SF	0 SF	3,269.75 SF
Other Paved Driveways, Road Easements, Parking Pads	675.00 SF	0 SF	675.00 SF
Grading (balanced onsite)	0 CY	0 CY CUT 0 CY FILL	0 CY TOTAL
Structural Lot Coverage (20% maximum with deductions)	6,559.00 SF (8.41%)	570.00 SF (0.73%)	7,129.00 SF (9.14%)
Flatwork Lot Coverage (15% maximum)	10,492.00 SF (13.45%)	37.50 SF (0.05%)	10,529.50 SF (13.50%)
Total Lot Coverage (Structures and Flatwork) (35% maximum with deductions)	17,051.00 SF (21.87%)	607.50 SF (0.78%)	17,658.50 SF (22.64%)
Total Disturbed Area (40% maximum)	25,330.00 SF (32.48%)	0 SF (0%)	25,330.00 SF (32.48%)
Building Pad 1 (23,394.15 SF) (30% Maximum Guideline)	6,559.00 SF STRUCTURE AREA (28.04%)	570.00 SF STRUCTURE AREA (2.44%)	7,129.00 SF STRUCTURE AREA (30%)
Building Pad 2 (0 SF) (30% Maximum Guideline)	0 SF STRUCTURE AREA (0%)	0 SF STRUCTURE AREA (0%)	0 SF STRUCTURE AREA (0%)

City of Rolling Hills

1 Pinto Road (Parcel Highlighted Yellow)

- 1.79 Net Acres (77,980 SF Net)
- RAS-2 Zone
- Zoning Case No. 24-078

Notes

1 Pinto Road

0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

RESOLUTION NO. 2025-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 24-078 FOR A VARIANCE FOR A DETACHED GARAGE WITHIN THE FRONT YARD AREA, CONDITIONAL USE PERMIT REQUEST TO EXCEED 200 SQUARE FEET FOR ACCESSORY STRUCTURES, AND SITE PLAN REVIEW FOR AN EXPANSION TO THE EXISTING DETACHED GARAGE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT LOCATED 1 PINTO ROAD (36-FT) (KRAMER)

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

Section 1. On September 12, 2025, an application was duly filed by Joey Kramer by their agent with respect to real property located at 1 Pinto Road, Rolling Hills (Lot 36-FT) requesting a Site Plan Review for a 570 square-foot expansion of the existing detached garage, yielding a 970 square feet structure; Conditional Use Permit to exceed the 200 square feet allowable area for an accessory structure; and a Variance request for a detached accessory structure within the front yard area.

Section 2. The property is zoned RAS-2 and is located in the Flying Triangle. The lot is 1.79 acres gross and 77,980 square feet net, as calculated for development purposes. The frontage of the property is located along the longer street side of Pinto Road and abuts two streets. The property is located nearest the intersection of Portuguese Bend Road and Pinto Road and includes a 40-foot-wide roadway easement along Portuguese Bend Road and 25-foot-wide roadway easement along Pinto Road.

Section 3. Pursuant to Los Angeles County Building Code, properties in the Flying Triangle in the City of Rolling Hills are considered to contain "Geotechnical Hazards", and therefore, very limited development is permitted. Section 110.2 of the Los Angeles County Building Code, which the City adopts by reference, prohibits, subject to certain exceptions, the issuance of building permits for properties located in geotechnical hazardous areas. One such exception, contained in Section 110.2.3.5, permits issuance of a building permit when the work involves one-story, light frame accessory structure not intended or used for human occupancy and not exceeding 400 square feet in area or 12 feet in height.

Section 4. On December 16, 2003, the Planning Commission adopted Resolution No. 2003-25 approving a Site Plan Review and a Conditional Use Permit to construct a detached garage, and a Variance to permit encroachment with the garage into the front yard setback at an existing single-family residence.

Section 5. The Planning Commission conducted duly noticed public hearings to consider the application at its field trip meeting and regular meeting on February 6, 2025. Neighbors within a 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on February 6, 2025. The applicants and their agent were notified of the public hearings in writing by first class mail and the agent was in attendance at the

hearings. Evidence was heard and presented from all persons interested in affecting said proposal.

Section 6. The Planning Commission finds that the project qualifies as a Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the proposed Project is for an expansion to an existing detached garage and is therefore categorically exempt from environmental review under the California Environmental Quality Act.

Section 7. Site Plan Review Findings. Site Plan Review is required for construction of any new structure pursuant to RHMC Section 17.46.020. With respect to the Site Plan Review for the proposed development, the Planning Commission hereby makes the following findings:

A. The project complies with and is consistent with the goals and policies of the General Plan and all requirements of the zoning ordinance.

The proposed development is compatible with the General Plan, the Zoning Ordinance and surrounding uses because the proposed structures comply with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures. The project conforms to Zoning Code setback requirements with the Variance approved by this Resolution. The lot is 1.79 acres net and 77,980.50 square feet net, as calculated for development purposes. The size of the existing and proposed structures will be 7,129 square feet, which constitutes 9.14% of the net lot area, and the flatwork and driveways will be 10,529 square feet which equals 13.5% of the net lot, and the total structural and flatwork is 17,658.5 square feet or 22.64% which is within the 35% maximum overall lot coverage permitted. The proposed project is screened from the road so as to reduce the visual impact of the development.

B. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. Lot coverage requirements are regarded as maximums, and the actual amount of lot coverage permitted depends upon the existing buildable area of the lot.

The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. The topography and the configuration of the lot, has been considered, and it was determined that the proposed development will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures because the proposed construction will be constructed on an existing building pad, will be the least intrusive to surrounding properties, will be screened and landscaped with mature trees and shrubs, is of sufficient distance from nearby residences so that it will not impact the view or privacy of surrounding neighbors, and will permit the owners to enjoy their property without deleterious infringement on the rights of surrounding property owners.

C. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences.

The proposed development, as conditioned, is harmonious in scale and mass with the site, and is consistent with the scale of the neighborhood when compared to properties in the vicinity. The proposed garage will follow the pattern and style of the original residence.

D. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls).

The development plan incorporates existing trees and native vegetation to the maximum extent feasible. Specifically, the development plan will supplement the existing vegetation with landscaping that is compatible with and enhances the rural character of the community.

E. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area.

The development plan substantially preserves the natural and undeveloped state of the lot by minimizing building coverage because the new structure will not cause the lot to look overdeveloped. Significant portions of the lot will be left undeveloped. The proposed detached garage will not be visible from Pinto Road.

F. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course.

The property will still maintain the existing terrain and existing drainage will remain as there will be no proposed grading. Drainage will continue to flow in the existing drainage course.

G. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas.

Landscaping will meet the requirements of the water efficient landscape ordinance and incorporate low impact development practices. Surrounding native vegetation and mature trees will not be affected and new landscaping will be considerate of the environment and will enhance the rural character of the community.

H. The project is sensitive and not detrimental to the convenience and safety of circulation for pedestrians and vehicles.

The proposed development is sensitive and not detrimental to the convenience and safety of circulation for pedestrians and vehicles because the proposed project will not change the existing circulation pattern and will utilize an existing driveway.

I. The project conforms to the requirements of the California Environmental Quality Act (CEQA).

The project is exempt from the requirements of the California Environmental Quality Act.

Section 8. Conditional Use Permits Findings. Section 17.16.030(Q) permits detached garages and similar accessory structures not to exceed two hundred square feet, subject to the requirements of Section 17.16.200(L). The applicant is requesting to expand the existing detached garage by 570 square feet. With respect to this request for a Conditional Use Permit, the Planning Commission finds as follows:

A. That the proposed conditional use is consistent with the General Plan.

The granting of a Conditional Use Permit for the construction of a detached garage would be consistent with the purposes and objectives of the Zoning Ordinance and General Plan and because the use is consistent with similar uses in the community. The area proposed for the detached garage is in an area on the property where impervious surface already exists and will not change the existing configuration of structures on the lot.

B. The nature, condition and development of adjacent uses, buildings and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, building or structures.

The nature, condition, and development of adjacent uses, buildings, and structures have been considered, and the construction of a detached garage will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures because the proposed garage will not impact the view or privacy of surrounding neighbors.

C. That the site for the proposed conditional use is of adequate size and shape to accommodate the use and buildings proposed.

The project is harmonious in scale and mass with the site, the natural terrain, and surrounding residences because the detached garage will comply with the low profile residential development pattern of the community.

D. That the proposed conditional use complies with all applicable development standards of the zone district.

The proposed conditional use complies with all applicable development standards of the zone district because the 400 square foot size of the detached garage is permitted under the Municipal Code, with the Variance as approved in this Resolution.

E. That the proposed use is consistent with the portions of the Los Angeles County Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities.

The proposed conditional use is' consistent with the portions of the Los Angeles County Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities because the project site is not listed on the current State of California Hazardous Waste and Substances Sites List.

F. That the proposed conditional use observes the spirit and intent of this title.

The proposed conditional use observes the spirit and intent of Title 17 of the Zoning Code because it will not be visible from the road or neighboring properties. An area for a future stable and corral has been set aside on the site.

Section 9. Variance Findings. Section 17.16.210(A)(4)(a) of the Rolling Hills Municipal Code permits approval of a detached garage under certain conditions, provided a Variance to deviate from this condition is approved by the Planning Commission. The applicant is requesting to expand the existing detached garage. Such garage will be located on an existing building pad and located in the front yard area. With respect to this request for a Variance, the Planning Commission finds as follows:

A. That there are exceptional or extraordinary circumstances or conditions applicable to the property that do not apply generally to other properties in the same vicinity and zone.

The existing garage already encroaches into the front yard, the area for the addition is only an expansion of the existing garage to provide more covered parking spaces. There are exceptional and extraordinary circumstances and conditions applicable to the property that do not apply generally to the other property or class of use in the same zone. The property is located in the Flying Triangle area of the City, which has been designated as "Geotechnical Hazardous Area", and very limited development is permitted in this area. Section 110.2.3.5, of the Building Code permits issuance of a building permit in geotechnical hazardous area when the work involves one-story, light frame accessory structure not intended or used for human occupancy and not exceeding 400 square feet in area or 12 feet in height. The topography of the lot together with the fact that the existing residence is located very close to the setbacks on the lot creates a difficulty in constructing the garage elsewhere on the property.

B. That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question.

The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone, but which is denied to the property in question. The Variance is necessary because the existing terrain and development on the lot creates a difficulty in placing the garage elsewhere on the property. The proposed detached garage will eliminate any need to grade, as the existing access to the proposed garage will be utilized. The existing detached garage already encroaches in the front yard. The garage expansion will provide additional parking spaces, and the expansion will also encroach in the front yard.

C. That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity.

The granting of the Variance would not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located. The proposed garage will be constructed on an existing building pad, will be the least intrusive to surrounding properties, will be screened and landscaped with mature trees and shrubs, is of sufficient distance from nearby residences so that it will not impact the view or

privacy of surrounding neighbors, and will permit the owners to enjoy their property without deleterious infringement on the rights of surrounding property owners.

D. That in granting the variance, the spirit and intent of this title will be observed.

The granting of the variances will allow for development that is harmonious in scale and mass with the site, the natural terrain, and surrounding residences and will not give the property an over-built look. The garage expansion will improve the appearance of the property by expanding the existing detached garage into a larger accessory structure to accommodate more parking spaces.

E. That the variance does not grant special privilege to the applicant.

The variance does not grant special privileges for the Applicant, as the proposed detached garage expansion will provide more covered parking opportunities, and will results in a common amenity enjoyed by many other properties throughout the City. Strict application of the Zoning Code would deny the Applicant the same rights as other nearby homes as the Applicant would have less covered parking than the neighboring properties. The project, together with the variance, will be compatible with the objectives, policies, general land uses, and programs specified in the General Plan.

F. That the variance is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities.

Granting variances for the project will be consistent with the applicable portions of the Los Angeles County Hazardous Waste Management Plan related to siting criteria for hazardous waste facilities. The project site is not listed on the current State of California Hazardous Waste and Substances Sites List.

G. That the variance request is consistent with the General Plan of the City of Rolling Hills.

The proposed development is compatible with the General Plan, the Zoning Ordinance and surrounding uses because the proposed structures comply with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures.

Section 10. Based upon the foregoing findings, and the evidence in the record, the Planning Commission hereby approves Zoning Case No. 24-078 subject to the following conditions:

A. The Site Plan, Conditional Use Permit, and Variance approvals shall expire within two years from the effective date of approval as defined in RHMC Sections 17.46.080, 17.42.070, and 17.38.070 of the Zoning Ordinance unless otherwise extended pursuant to the requirements of these sections.

B. If any condition of this resolution is violated, the entitlement granted by this resolution shall be suspended and the privileges granted hereunder shall lapse and upon receipt of written notice from the City, all construction work being performed on the subject property shall immediately cease, other than work determined by the City Manager or his/her designee required to cure the violation. The suspension and stop work order will be lifted once the Applicant cures the violation to the satisfaction of the City Manager or his/her designee. In the event that the Applicant disputes the City Manager or his/her designee's determination that a violation exists or disputes how the violation must be cured, the Applicant may request a hearing before the City Council. The hearing shall be scheduled at the next regular meeting of the City Council for which the agenda has not yet been posted; the Applicant shall be provided written notice of the hearing. The stop work order shall remain in effect during the pendency of the hearing. The City Council shall make a determination as to whether a violation of this Resolution has occurred. If the Council determines that a violation has not occurred or has been cured by the time of the hearing, the Council will lift the suspension and the stop work order. If the Council determines that a violation has occurred and has not yet been cured, the Council shall provide the Applicant with a deadline to cure the violation; no construction work shall be performed on the property until and unless the violation is cured by the deadline, other than work designated by the Council to accomplish the cure. If the violation is not cured by the deadline, the Council may either extend the deadline at the Applicant's request or schedule a hearing for the revocation of the entitlements granted by this Resolution pursuant to Chapter 17.58 of the Rolling Hills Municipal Code (RHMC).

C. All requirements of the Building and Construction Ordinance, the Zoning ordinance, and of the zone in which the subject property is located must be complied with unless otherwise a variance to such requirement has been approved.

D. The lot shall be developed and maintained in substantial conformance with the site plan on file at City Hall and approved by the Planning Commission on February 18, 2025 except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review shall conform to the approved development plan. All conditions of the Site Plan Review, Conditional Use Permit, and Variance approvals shall be incorporated into the building permit working drawings, and where applicable complied with prior to issuance of a grading or building permit from the building department.

The conditions of approval of this Resolution shall be printed onto a separate sheet and included in the building plans submitted to the Building Department for review and shall be kept on site at all times.

Any proposed modifications and/or changes to the approved project, including resulting from field conditions, shall be discussed with staff so that staff can determine whether the modification is minor or major in nature. Minor modifications are subject to approval by the City Manager or his or her designee. Major modifications are subject to approval by the Planning Commissioner after a public hearing. Applicant shall not implement modifications or changes to the approved project without the appropriate approval from the City Manager or designee or the Planning Commission, as required.

E. Prior to submittal of final working drawings to Building and Safety Department for issuance of building and grading permits, the plans for the project shall be submitted to City staff

for verification that the final plans are in compliance with the plans approved by the Planning Commission.

F. A licensed professional preparing construction plans for this project for Building Department review shall execute a Certificate affirming that the plans conform in all respects to this Resolution approving this project and all of the conditions set forth herein and the City's Building Code and Zoning Ordinance.

Further, the person obtaining a building and/or grading permit for this project shall execute a Certificate of Construction stating that the project will be constructed according to this Resolution and any plans approved therewith.

G. The person obtaining a building and/ or grading permit for this project shall execute a Certificate of Construction stating that the project will be constructed according to this Resolution and any plans approved therewith.

H. The project must be reviewed and approved by RHCA.

I. The total structural coverage on the building pad shall not exceed 7,129 square feet or 30%, respectively.

J. Total lot coverage of structures and paved areas shall not exceed17,658.5 square feet, or 22.64% in conformance with the zoning ordinance.

K. The disturbance of the net lot shall not exceed 25,330 square feet of surface area or 32.48% of the net lot area.

L. Prior to any further grading activity, the applicants shall inform the City and RHCA staff of the date and time of this activity. Workers shall implement Best Management Practices to assure that streets and adjacent properties are not impacted.

M. Prior to issuance of a grading permit a detailed landscaping plan shall be submitted to City staff for review. The landscaping plan shall utilize to the maximum extent feasible, plants that are native to the area, are water-wise and are consistent with the rural character of the community. A final inspection shall not be granted unless the slopes are vegetated.

N. The graded areas shall be landscaped and continually maintained in good condition. Any trees and shrubs used in the landscaping scheme for this project shall be planted in a way that will not result in a hedge like screening and will not impair views from neighboring properties.

O. If applicable, the applicant shall be required to conform to the City of Rolling Hills Water Efficient Landscape Ordinance, Chapter 13.18 of the Municipal Code.

P. The applicants shall submit a detailed drainage plan to the City's drainage engineer. This project shall meet the requirements of the City's Low Impact Development portion of the Storm Water Management and Pollution Control ordinance, if applicable. The applicant shall comply with grading requirements relative to submittal of grading and construction reports

as required by the Building Official. In order to prevent sediments and water run-off from reaching the canyon from the disturbed slopes and an erosion control plan shall be submitted to the Building Department and implemented, even if grading permits have not been issued by that time.

Q. The applicants shall secure all permits from the Department of Building and Safety prior to commencing any work. Consult with the California Department of Fish and Wildlife for additional requirements.

R. Minimum of 65% of the construction material spoils shall be recycled and diverted from landfills. The hauler shall obtain a Construction and Demolition permit from the City and provide proof of recycling.

S. There shall be no discarding of any debris, trash, soil and construction spoils or any other material into the canyon or deposited anywhere on the property, including easements. No grading, planting, structures, drainage devices or hardscape, including driveways, or storage of any objects including building materials shall take place in the easements, unless approved by the RHCA.

T. The City or the Building Department may require a construction fence for the duration of the grading for this project. Such fence shall not be located in any easement or cross over trails or natural drainage course and shall be removed immediately upon completion of the grading work.

U. In addition, any construction facility, such as a construction trailer/office or portable toilets, to a maximum extent practicable, shall be located in a manner not visible from the street, and be in a location satisfactory to City staff.

V. During construction, the property owners shall be required to schedule and regulate construction and related traffic noise throughout the day between the hours of 7 AM and 6 PM, Monday through Saturday only, when construction and mechanical equipment noise is permitted, so as not to interfere with the quiet residential environment of the City of Rolling Hills.

W. Construction vehicles or equipment, employees' vehicles, delivery trucks shall not impede any traffic lanes to maximum extend practical; if traffic must be blocked in order to aid in the construction, no more than a single lane may be blocked for a short period of time and flagmen utilized on both sides of the impeded area to direct traffic.

X. During construction, all parking shall take place on the project site, and, if necessary, any overflow parking may take place within the unimproved roadway easement along Portuguese Bend Road, and shall not obstruct neighboring driveways or pedestrian and equestrian passage. During construction, to the maximum extent feasible, employees of the contractor shall car-pool into the City. A minimum of 4' wide path, from the edge of the roadway pavement, for pedestrian and equestrian passage shall be available and clear at all times.

Y. No drainage device may be located in such a manner as to contribute to erosion or in any way affect a slope, an easement, trail or adjacent properties. The energy dissipaters

shall be designed in such a manner as to not cross over any equestrian trails or easements. The drainage system(s) shall not discharge water onto a trail, shall incorporate earth tone colors, including in the design of the dissipater and shall be screened from any trail and neighbors' views to the maximum extent practicable, without impairing the function of the drainage system.

Z. The property owners shall be required to conform to the Regional Water Quality Control Board and County Public Works Department requirements for the installation of best management practices (BMPs) related to solid waste and storm water management, including erosion control measures, and post construction maintenance of stormwater drainage facilities.

AA. During construction, conformance with the air quality management district requirements shall be complied with, so that people or property are not exposed to undue vehicle trips, noise, dust, and objectionable odors.

BB. The property owner and/or his/her contractor/applicant shall be responsible for compliance with the no-smoking provisions in the Municipal Code.

CC. The contractor shall not use tools that could produce a spark, including for clearing and grubbing, during red flag warning conditions. Weather conditions can be found at: http://www.wrh.noaa.gov/lox/main.php?suite=safety&page=hazard_definitions#FIRE. It is the sole responsibility of the property owner and/or his/her contractor to monitor the red flag warning conditions.

DD. The property on which the project is located shall maintain an area of minimum of 1,000 square feet to provide an area meeting all standards for a corral with access thereto, if applicable.

EE. Until the applicants execute and record an Affidavit of Acceptance of all conditions of this Variance approval, as required by the Municipal Code, the approval shall not be effective.

FF. Prior to final inspection of the project, "as graded" and "as constructed" plans and certifications shall be provided to the Planning Department and the Building Department to ascertain that the completed project is in compliance with the Planning Commission approved plans. In addition, any modifications made to the project during construction, shall be depicted on the "as built/as graded" plan.

GG. Any proposed modifications and/or changes to the approved project, including resulting from field conditions, shall be discussed with staff so that staff can determine whether the modification is minor or major in mature. Minor modifications are subject to approval by the City Manager or his or her designee. Major modifications are subject to approval by the Planning Commission after a public hearing. The applicant shall not implement modifications or changes to the approved project without the appropriate approval from the City Manager or designee or the Planning Commission, as required. Minor adjustments to the project regarding grading or soil retention may be approved by staff.

HH. To the extent permitted by law, Permittee shall defend, indemnify and hold harmless the City of Rolling Hills, its City Council, its officers, employees and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party

against the indemnified parties and the applicant to attack, set aside, or void any permit or approval for this project authorized by the City, including (without limitation) reimbursing the City its actual attorney's fees and costs in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice. The permittee shall reimburse the City for any court and attorney's fees which the City may be required to pay as a result of any claim or action brought against the City because of this permit. Although the permittee is the real party in interest in an action, the City may, at its sole discretion, participate at its own expense in the defense of the action, but such participation shall not relieve the permittee of any obligation under this condition.

II. All conditions of the Site Plan Review, Conditional Use Permit, and Variance approvals, that apply, shall be complied with prior to the issuance of grading or building permit.

PASSED, APPROVED AND ADOPTED THIS 18st DAY OF FEBRUARY 2025.

_____
BRAD CHELF, CHAIRPERSON

ATTEST:

_____
CHRISTIAN HORVATH, CITY CLERK

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

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

I certify that the foregoing Resolution No. 2025-02 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 24-078 FOR A VARIANCE FOR A DETACHED GARAGE WITHIN THE FRONT YARD AREA, CONDITIONAL USE PERMIT REQUEST TO EXCEED 200 SQUARE FEET FOR ACCESSORY STRUCTURES, AND SITE PLAN REVIEW FOR AN EXPANSION TO THE EXISTING DETACHED GARAGE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT LOCATED 1 PINTO ROAD (36-FT) (KRAMER)

was approved and adopted at a regular meeting of the Planning Commission on February 18, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

and in compliance with the laws of California was posted at the following:

Administrative Offices.

_____
CHRISTIAN HORVATH, CITY CLERK

PROJECT INFORMATION

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF CURRENT CBC, CPC, CPC, AND CEC AND TITLE 24 OF THE STATE BUILDING CODE, AND ALL LOCAL AND STATE AMENDMENTS.
2. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION.
3. ANY EXISTING UTILITIES TO BE ABANDONED SHALL BE PROPERLY DISCONNECTED, PLUGGED OR CAPPED, AS REQUIRED BY CODE OR SOUND CONSTRUCTION PRACTICE.
4. THESE DRAWINGS ARE DIAGRAMMATIC AND SHALL NOT BE SCALED. ADDITIONAL DATA SHALL BE FROM THE ARCHITECT THROUGH WRITTEN CLARIFICATION ONLY. VERIFY ALL EXISTING CONDITIONS, ELEVATIONS, AND DIMENSIONS BEFORE PROCEEDING WITH ANY PORTION OF ANY WORK.
5. NO CHANGES, MODIFICATIONS OR DEVIATIONS SHALL BE MADE FROM THE DRAWINGS OR SPECIFICATIONS WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE ARCHITECT.
6. WHERE LACK OF INFORMATION, OR ANY DISCREPANCY SHOULD APPEAR IN THE DRAWINGS OR SPECIFICATIONS, REQUEST WRITTEN INTERPRETATION FROM THE ARCHITECT BEFORE PROCEEDING WITH THAT PORTION OF THE WORK.
7. ALL WORK AS OUTLINED IN THESE DOCUMENTS, SHALL STRICTLY CONFORM TO ALL APPLICABLE CODES AND ORDINANCES, THE EVENT OF A CONFLICT, THE MORE STRINGENT REQUIREMENT SHALL GOVERN AND BE MET.
8. THE CONTRACTOR SHALL PAY FOR ALL FEES, PERMITS, LICENCES, ETC., NECESSARY FOR PROPER COMPLETION OF THE WORK.
9. THE CONTRACTOR SHALL GUARANTEE ALL WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OR AS OTHERWISE REQUIRED IN THE SPECIFICATIONS.
10. PROVIDE ADEQUATE CONCEALED BLOCKING AND ANCHORING FOR ALL CEILING AND WALL MOUNTED EQUIPMENT, HARDWARE AND ACCESSORIES.
11. WHEN A SYSTEM OR ASSEMBLY IS CALLED OUT FOR, ALL NECESSARY PARTS AND MATERIALS REQUIRED FOR A COMPLETE INSTALLATION/SYSTEM SHALL BE AND INSTALLED ACCORDING TO THE MANUFACTURERS INSTRUCTIONS.
12. UNLESS OTHERWISE NOTED, ELECTRICAL CONDUITS, PLUMBING LINES, ETC., SHALL BE RUN CONCEALED AND FRAMING SHALL BE ADEQUATE SIZE TO ACCOMPLISH RESULT WITHOUT CAUSING ANY CHANGES IN THE WALL PLANE.
13. COORDINATE WITH ALL TRADES THE LOCATIONS OF SLEEVES OR OTHER PRESET ACCESSORIES INVOLVING OTHER TRADES.
14. IT IS THE INTENT OF THESE CONTRACT DOCUMENTS TO DEFINE A COMPLETE FINISHED FACILITY. ANY MATERIAL, SYSTEM, EQUIPMENTS OR ASSEMBLY, WHICH NORMALLY WOULD BE REQUIRED, SHALL BE PROVIDED AS IF SPECIFICALLY NOTED.
15. DISRUPTED EXISTING CONDITIONS i.e. LANDSCAPING, LIGHTING, IRRIGATION, PEDESTRIAN AND VEHICLE ACCESS SHOULD BE MINIMALLY REPLACED AT THE END OF CONSTRUCTION TO THE SAME CONDITIONS PRIOR TO CONSTRUCTION DISRUPTION.
16. DISRUPTED ELECTRICAL AND WATER LINES RE-ROUTED DURING PROJECT CONSTRUCTION ARE TO REMAIN IN CONTINUOUS SERVICE.
17. WHEN WORK IS NOT CALLED OUT AS REQUIRED TO COMPLETE THE PROJECT, IT SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER AND BE OF THE BEST MATERIALS AND WORKMANSHIP.
18. DIMENSIONS ARE SHOWN FROM FACE STUD TO FACE OF STUD AND EDGE OF ROUGH OPENING UNLESS NOTED OTHERWISE.
19. ANY EXTERIOR SIGNS REQUIRED SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY FOR REVIEW AND PERMIT.
20. FIRE SPRINKLER SYSTEM SHALL BE INSTALLED AS REQUIRED, PER N.F.P.A., AND LOCAL REGULATIONS. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE CITY FOR PERMIT.

ABBREVIATIONS

A	AMPERES	DR	DOOR	INCL.	"INCLUDE, INCLUSIVE"	R	RADIUS
A.B.	ANCHOR BOLT	E.A.	EXPANSION ANCHOR	INSUL.	INSULATION	R.D.L.	ROOF DRAIN LEADER
A.F.F.	ABOVE FINISHED FLOOR	EF.	EXHAUST FAN	INT.	INTERIOR	R.D.O.	ROOF DRAIN OVERFLOW
A.F.G.	ABOVE FINISHED GRADE	E.J.	EXPANSION JOINT	J-BOX	JUNCTION BOX	R.O.	ROUGH OPENING
A/C	AIR CONDITIONING	E.N.	END NAILING	JCT	JUNCTION	R.O.W. or R/W	RIGHT OF WAY
ABC	AGGREGATE BASE COURSE	E.W.	EACH WAY	JST.	JOIST	REF	REFRIGERATOR
ABS	ACRYLONITRILE-BUTADIENE-STYRENE	EA.	EACH	JT.	JOINT	REF.	REFERENCE
ABV.	ABOVE	EL	ELEVATION	K-D	KNOCK DOWN	REINF.	REINFORCED
ACB	ASBESTOS-CEMENT BOARD	ELECT.	"ELECTRIC, ELECTRICAL"	KD	KILN DRIED	REQ'D.	REQUIRED
ACOU.	ACOUSTIC	ELEV.	ELEVATOR	KO	KNOCK OUT	RET.	RETURN
ACT	ACOUSTICAL CEILING TILE	EMC	ELECTRICAL METALLIC CONDUIT	L.E.D.	LIGHT EMITTING DIODE	REV.	REVISION
ADD.	ADDITION or ADDENDUM	EMT	ELECTRICAL METALLIC TUBING	L.FT.	LINEAR FEET	RM.	ROOM
AG	ABOVE GRADE	ENT	ELECTRICAL NON-METALLIC TUBING	LAM.	LAMINATE	RMV.	REMOVE
AHU	AIR HANDLER UNIT	EQ.	EQUAL	LAT.	LATERAL	S.C.	SOLID CORE
AL. or ALUM.	ALUMINUM	EQUIP.	EQUIPMENT	LAV	LAVATORY	S.D.	SMOKE DETECTOR
ALT	ALTERNATE	EST	ESTIMATE	LD.	LEAD	S.O.V.	SHUT OFF VALVE
ANL	ANNEALED	EVAP.	EVAPORATIVE COOLER	LIN.	LINEAR	S/L	SKYLIGHT
ASPH.	ASPHALT	EWC	ELECTRIC DRINKING COOLER	LINO.	LINOLEUM	S/S	STAINLESS STEEL
AVG	AVERAGE	EXC	EXCAVATE	LT.	LIGHT	SC.	SELF CLOSING
AWG	AMERICAN WIRE GAUGE	EXH.	EXHAUST	LTG.	LIGHTING	SCHED.	SCHEDULE
∠	ANGLE	EXIST. or E	EXISTING	LVL	LAMINATED VENEER LUMBER	SECT.	SECTION
B.M.	BENCH MARK	EXT.	EXTERIOR	M.B.	MACHINE BOLT	SES	SERVICE ENTRANCE SECTION
B.N.	BOUNDARY NAILING	F.A.	FIRE ALARM	M.H.	MANHOLE	SH	SHEET
B.O.	BOTTOM OF	F.C.	FAN COIL	M.I.	MALLEABLE IRON	SHTG.	SHEATHING
B.O.F.	BOTTOM OF FOOTING	F.C.O.	FLOOR CLEAN OUT	M.O.	MASONRY OPENING	SIM.	SIMILAR
B.U.	BUILT UP	F.D.	FLOOR DRAIN	MAR	MARBLE	SPA.	SPACE
B/C	BACK OF CURB	F.E.	FIRE EXTINGUISHER	MAS.	MASONRY	SPECS	SPECIFICATIONS
BD.	BOARD	F.N.	FIELD NAILING	MATL	MATERIAL	SPKR.	SPEAKER
BLDG	BUILDING	F.O.	FACE OF	MAX.	MAXIMUM	SQ. FT.	SQUARE FEET
BLK.	BLOCK	F.S.	FLOOR SINK	MECH.	MECHANICAL	SQ. IN.	SQUARE INCHES
BLKG.	BLOCKING	F/G	FIBERGLASS	MED.	MEDIUM	STC	SOUND TRANSMISSION CLASS
BM.	BEAM	FAB.	FABRICATE	MFG.	MANUFACTURING	STD.	STANDARD
BR	BRASS	FACP	FIRE ALARM CONTROL PANEL	MFR.	MANUFACTURER	STL.	STEEL
BRG.	BEARING	FDC	FIRE DEPARTMENT CONNECTION	MIN.	MINIMUM	SUSP.	SUSPENDED
BRZ	BRONZE	FDN.	FOUNDATION	MISC.	MISCELLANEOUS	SW	SWITCH
C.A.P.	CONCRETE ASBESTOS PIPE	FHC	FIRE HOSE CABINET	MOD	MODULAR	SYM.	SYMMETRICAL
C.D.	CONSTRUCTION DOCUMENTS	FIN.	FINISH	MTL.	METAL	SYS.	SYSTEM
C.I.P.	CAST IN PLACE	FL	FLOOR	MUL	MULLION	T & G	TONGUE AND GROOVE
C.J.	CONTROL JOINT	FLG.	FLOORING	N.I.C.	NOT IN CONTRACT	T.B.	THROUGH BOLT
C.O.	CLEAN OUT	FLUOR.	FLUORESCENT	N.T.S.	NOT TO SCALE	T.M.B.	TELEPHONE MOUNTING BOARD
C.T.	CERAMIC TILE	FP	FIRE PROOF	NCM	NON-CORROSIVE METAL	T.O.	TOP OF
CAB	CABINET	FTG.	FOOTING	NFC	NOT FOR CONSTRUCTION	T.O.B.	TOP OF BEAM
CAM.	CAMBER	FURN.	FURNISH	NLR	NAILER	T.O.C.	TOP OF CURB
CCTV	CLOSED CIRCUIT TELEVISION	G.I.	GALVANIZED IRON	NO.	NUMBER	T.O.F.	TOP OF FOOTING
CEM.	CEMENT	GA.	GAUGE	NOM.	NOMINAL	T.O.J.	TOP OF JOIST
CER	CERAMIC	GALV.	GALVANIZED	O.C.	ON CENTER	T.O.M.	TOP OF MASONRY
CFM	CUBIC FEET PER MINUTE	GAR.	GARAGE	O.D.	OUTSIDE DIAMETER	T.O.S.	TOP OF SLAB
CH or ℄	CHANNEL	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	O.H.	OVER HANG	T.O.W.	TOP OF WALL
CKT. BKR.	CIRCUIT BREAKER	GFI	GROUND FAULT INTERRUPTER	O.I.	ORNAMENTAL IRON	T.S.	TUBE STEEL
CL or ℄	CENTERLINE	GL	GLASS	O.R.	OUTSIDE RADIUS	T.V.	TELEVISION OUTLET
CLG.	CEILING	GLB	GLUE LAMINATED BEAM	OAI	OUTSIDE AIR INTAKE	TEL.	TELEPHONE
CLKG.	CAULKING	GM	GRADE MARK	OH	OVER HEAD	TH.	THRESHOLD
CLO.	CLOSET	GM	GATE VALVE	OPNG.	OPENING	THD.	THREADED
CLR	CLEAR	GRC	GALVANIZED RIGID TUBING	OPPO.	OPPOSITE	THK.	THICK
CMU	CONCRETE MASONRY UNIT	GYP.	GYPSUM	P.C.	PRECAST CONCRETE	THRU	THROUGH
CNTRD.	CENTERED	GYP. BD.	GYPSUM BOARD	P.L. or PL	PROPERTY LINE	TLT.	TOILET
COL	COLUMN	H.B.	HOSE BIBB	P.LAM.	PLASTIC LAMINATE	TRANS.	TRANSFORMER
COMB.	COMBINATION	H.C.	HOLLOW CORE	P.O.C.	POINT OF CONNECTION	TYP.	TYPICAL
CONC.	CONCRETE	H.M.	HOLLOW METAL	PERF.	PERFORATED	UNF.	UNFINISHED
CONST.	CONSTRUCTION	H/C	HANDICAPPED	PERP. or ⊥	PERPENDICULAR	UR	URINAL
CONT.	CONTINUOUS	HDBD.	HARDBOARD	PH or ∅	PHASE	V.B.	VAPOR BARRIER
CONTR.	CONTRACTOR	HDW	HARDWARE	PL.	PLASTER	V.I.F.	VERIFY IN FIELD
CU	COPPER	HGT.	HEIGHT	PL. or ℄	PLATE	VA	VOLT AMPERE
d	PENNY	HOR.	HORIZONTAL	PLAS.	PLASTIC	VCT	VINYL COMPOSITION TILE
D.F.	DRINKING FOUNTAIN	HTR	HEATER	PLUMB.	PLUMBING	VERT.	VERTICAL
D.G.	DECOMPOSED GRANITE	HVAC	"HEATING, VENTILATING & AIR CONDITIONING"	PLYWD.	PLYWOOD	W/C	WATER CLOSET
D.S.	DOWN SPOUT	HW	HOT WATER	PORC.	PORCELAIN	WDW	WINDOW
D/W	DISHWASHER	HYD.	HYDRAULIC	PREFAB.	PREFABRICATED	WCT	WAINSCOT
DBL.	DOUBLE	I.C.	INTERCOM OUTLET	PSF	POUNDS PER SQUARE FOOT	WP	WEATHER PROOF
DEMO	DEMOLITION	I.D.	INSIDE DIAMETER	PSI	POUNDS PER SQUARE INCH	WT.	WEIGHT
DIA. or Ø	DIAMETER	I.F.	INSIDE FACE	PTN.	PARTITION	W/	WITH
DIAG.	DIAGONAL	ID	IDENTIFICATION	PVC	POLYVINYLCLORIDE	W/O	WITHOUT
DIM.	DIMENSION	IG	ISOLATED GROUND	PWR.	POWER	WD.	WOOD
DL	DEAD LOAD	IMC	INTERMEDIATE METALLIC CONDUIT	Q.T.	QUARRY TILE	W.I.	WROUGHT IRON
DN.	DOWN	IMPD	IMPREGNATED	QTY.	QUANTITY	YD.	YARD

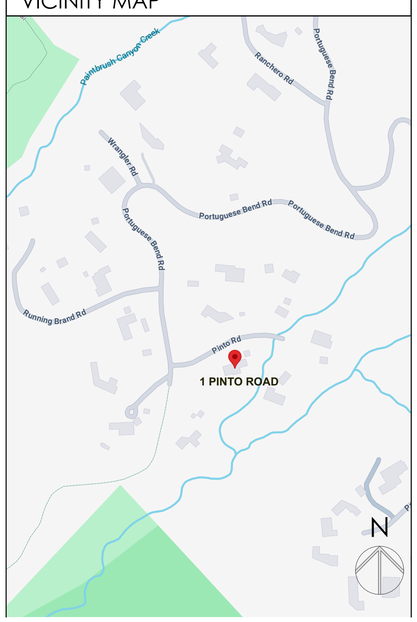
LIST OF BMPs (BEST MANAGEMENT PRACTICES)

1. **CA1 Dewatering Operations** – remove sediments from ground water
2. **CA2 Paving Operations** – reduce discharge of pollutants from paving operations.
3. **CA3 Structure Construction and Painting** – prevent & reduce discharge from construction sites & painting projects
4. **CA10 Material Delivery and Storage** – prevent & reduce discharge of pollutants to storm water from material delivery & storage.
5. **CA11 Material Use** – prevent & reduce discharge of pollutants to storm water from material use.
6. **CA12 Spill Prevention and Control Use** – prevent & reduce discharge of pollutants to storm water systems with good housekeeping.
7. **CA20 Solid Waste Management Use** – prevent & reduce discharge of pollutants to storm water systems from solid waste or construction
8. **CA21 Hazardous Waste Management** – prevent & reduce discharge of pollutants to storm water from toxic materials.
9. **CA22 Contaminated Soil Management**– prevent & reduce discharge of pollutants to storm water from contaminated soil
10. **CA23 Concrete Waste Management** – prevent & reduce discharge of pollutants to storm water from concrete waste.
11. **CA24 Sanitary / Septic Waste Management** – prevent & reduce discharge of pollutants to storm water sanitary & septic systems.
12. **CA30 Vehicle and Equipment Cleaning** – prevent & reduce discharge of pollutants to storm water from cleaning of vehicles and equipment.
13. **CA31 Vehicle and Equipment Fueling** - prevent & reduce discharge of pollutants to storm water from fueling of vehicles & equipment.
14. **CA32 Vehicle and Equipment Maintenance** – prevent & reduce discharge of pollutants to storm water from maintenance of vehicles & equipment.
15. **CA40 Employee / Subcontractor Training** – SWPPP Storm Water Pollution Prevention Plan.
16. **ESC1 Scheduling** – Sequencing the construction project to reduce the amount of soil exposed to erosion.
17. **ESC2 Preservation of Existing Vegetation** – minimize damage and erosion by preserving the existing vegetation.
18. **ESC10 Seeding and Planting** – minimize erosion with seeding and planting.
19. **ESC11 Mulching** – for stabilizing cleared and freshly seeded areas.
20. **ESC20 Geotextiles and Mats**- for stabilization of soils
21. **ESC21 Dust Controls** – reduce dust and soil erosion.
22. **ESC22 Temporary Stream Crossing** – recommendations for installing a temporary culvert, ford or bridge.
23. **ESC23 Construction Road Stabilization** – recommendations for dust and erosion control.
24. **ESC24 Stabilized Construction Entrance** – recommendations for dust, sediment and erosion control for public streets
25. **ESC30 Earth Dike**- temporary berm or ridge of compacted soil.
26. **ESC31 Temporary Drains and Swales** – to divert off-site runoff around a construction site.
27. **ESC32 Slope Drain** – temporary pipe to divert runoff from the top of a slope to the bottom without causing erosion.
28. **ESC40 Outlet Protection** – installing rip-rap to reduce sediment in the soil.
29. **ESC41 Check Dams** – reduces velocity of concentrated storm water flows and reduces erosion.
30. **ESC42 Slope Roughening / Terracing** – creates microclimates for establishing vegetation.
31. **ESC50 Silt Fence** – for sedimentation control.
32. **ESC51 Straw Bale Barriers** – for sedimentation control.
33. **ESC52 Sand Bag Barrier** – for sedimentation control.
34. **ESC53 Brush or Rock Filter** – for sedimentation control and velocity reduction
35. **ESC54 Storm Drain Inlet Protection** – devices which detain sediment laden runoff.
36. **ESC55 Sediment Trap** – small excavated or bermed area for sedimentation.
37. **ESC56 Sediment Basin** – pond created to allow excessive sediment to settle.

SCOPE OF WORK

1. AN ADDITION OF 570 SQ. FT. TO THE EXISTING 400 SQ. FT. DETACHED GARAGE. TOTAL OF 970 SQ. FT. TO ACCOMMODATE A 5-CAR GARAGE.

VICINITY MAP



SHEET INDEX

A1 GENERAL ITEMS		
	A1.01	TITLE SHEET / GENERAL INFO
	A1.02	GENERAL NOTES & SPECIFICATIONS
	A1.03	2022 CAL GREEN MANDATORY MEASURES
	A1.04	2022 CAL GREEN MANDATORY MEASURES
A2 SITE ITEMS & PLAN		
	A2.01	SITE PLAN
	A2.02	EXISTING HARDSCAPE AREA PLAN
	A2.03	PROPOSED HARDSCAPE AREA PLAN
	A2.04	SITE SURVEY
A3 BUILDING PLANS		
	A3.01	PROPOSED FLOOR & ROOF PLANS
A4 EXTERIOR ELEVATIONS		
	A4.01	BUILDING ELEVATIONS
A5 BUILDING SECTIONS		
	A5.01	BUILDING SECTIONS

PROJECT DATA

A.P.N.:	7567-013-011
ZONING:	RAS-2
SITE AREA:	2.39 ACRES
BLDG USE:	RESIDENTIAL
OCC. GROUP:	R-3/U
CONST. TYPE:	V-B
BLDG. CODE:	2023 COUNTY OF LOS ANGELES RESIDENTIAL CODE 2023 LA COUNTY FIRE CODE
FIRE SPRINKLERS:	NOT SPRINKLERED
LEGAL DESC'N:	RECORD OF SURVEY AS PER BK 57 P 4 TO 8 OF RECORD OF SURVEYS LOT 36

SITE ANALYSIS

CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
NET LOT AREA	77,980.50	sq. ft.			77,980.50	sq. ft.
RESIDENCE	3,233.00	sq. ft.		sq. ft.	3,233.00	sq. ft.
GARAGE	400.00	sq. ft.	570.00	sq. ft.	970.00	sq. ft.
SWIMMING POOL/SPA	549.25	sq. ft.		sq. ft.	549.25	sq. ft.
POOL EQUIPMENT	74.00	sq. ft.		sq. ft.	74.00	sq. ft.
GUEST HOUSE		sq. ft.		sq. ft.	0.00	sq. ft.
CABANA		sq. ft.		sq. ft.	0.00	sq. ft.
STABLE		sq. ft.		sq. ft.	0.00	sq. ft.
RECREATION COURT	2,047.50	sq. ft.		sq. ft.	2,047.50	sq. ft.
ATTACHED COVERED PORCHES		sq. ft.		sq. ft.	0.00	sq. ft.
ENTRYWAY/PORTE COCHERE, BREEZEWAYS		sq. ft.		sq. ft.	0.00	sq. ft.
ATTACHED TRELLISES		sq. ft.		sq. ft.	0.00	sq. ft.
*DETACHED STRUCTURES:						
SHEDS, TRELLISES, GAZEBOS,	192.50	sq. ft.		sq. ft.	192.50	sq. ft.
BARBEQUE, OUTDOOR KITCHEN	62.75	sq. ft.		sq. ft.	62.75	sq. ft.
ROOFED PLAY EQUIP.-over 15ft.		sq. ft.		sq. ft.	0.00	sq. ft.
high and over 120 sq. ft. in area,						
WATER FEATURES, ETC.		sq. ft.		sq. ft.	0.00	sq. ft.
SERVICE YARD		sq. ft.		sq. ft.	0.00	sq. ft.
OTHER:		sq. ft.		sq. ft.	0.00	sq. ft.
BASEMENT AREA		sq. ft.		sq. ft.	0.00	sq. ft.
DEPTH OF BASEMENT	0.00		0.00		0.00	
TOTAL STRUCTURES	6,559.00	sq. ft.	570.00	sq. ft.	7,129.00	sq. ft.
% STRUCTURAL COVERAGE	8.41%		0.73%		9.14%	
TOTAL STRUCTURES EXCLUDING UP TO 5 & UP TO 800 sq. ft. detached structures that are not higher than 12 ft.	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
% STRUCTURAL COVERAGE	0.00%		0.00%		0.00%	

PROJECT TEAM

ARCHITECT:

MATT SCHNEIDER, ARCHITECT
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SURVEYOR:

COLLINS & ASSOCIATES LAND SURVEYING
27 CERRITOS AVE
LONG BEACH, CA 90802
(424) 537-7755
PROJECT #: 24139

CLIENT:

JOEY KRAMER
1 PINTO ROAD
ROLLING HILLS,CA 90274

THIS PROJECT SHALL COMPLY WITH TITLE 24 AND 2023 COUNTY OF LOS ANGELES RESIDENTIAL CODE, 2023 COUNTY OF LOS ANGELES ELECTRICAL CODE, 2023 COUNTY OF LOS ANGELES PLUMBING CODE, 2023 COUNTY OF LOS ANGELES MECHANICAL CODE, 2023 COUNTY OF LOS ANGELES GREEN BUILDING STANDARDS CODE, 2022 CALIFORNIA ENERGY CODE, 2023 COUNTY OF LOS ANGELES FIRE CODE AND CITY ORDINANCES OF ROLLING HILLS. THIS BUILDING IS LOCATED WITH IN A VERY HIGH FIRE HAZARD SEVERITY ZONE AND MUST COMPLY WITH THE REQUIREMENTS OF LA COUNTY BUILDING CODE CHAPTER 7A.

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KRAMER RESIDENCE

Revisions

RevID	CHID	Change Name	Date

LICENSED ARCHITECT
MATTHEW P. SCHNEIDER
No. C-31660
07-31-25
RENEWAL DATE
STATE OF CALIFORNIA

Job Title

KRAMER RESIDENCE

1 PINTO ROAD
ROLLING HILLS, CA 90274
RECORD OF SURVEY AS PER BK 57 P 4 TO 8 OF RECORD OF SURVEYS LOT 36

Drawing Title

TITLE SHEET / GENERAL INFO

Drawing Status
DESIGN DEV

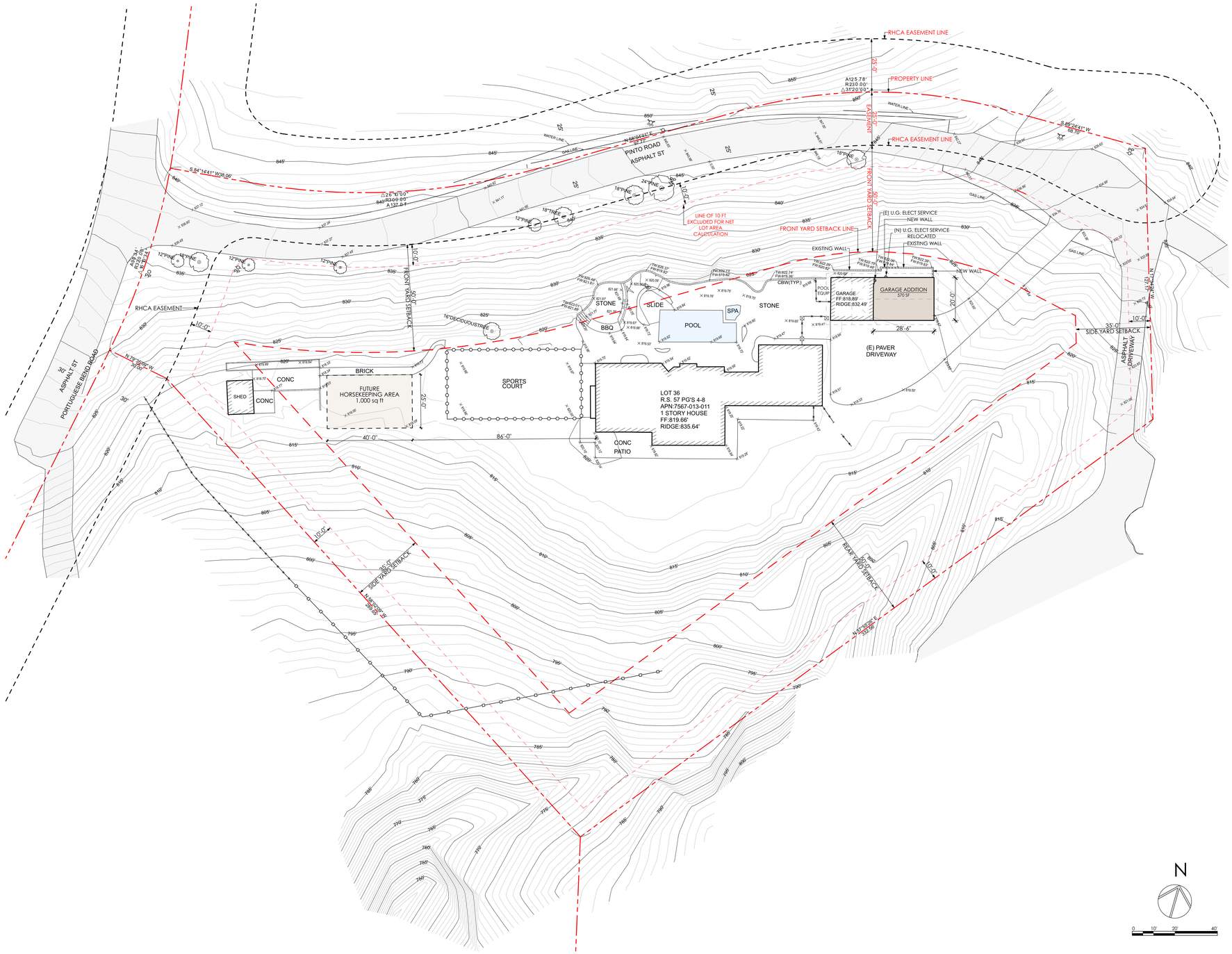
Drawn by: MSA
Date: 02/13/25

Project Number: 2024-298

Drawing Number
A1.01

Plotted On: 2/13/25

/Users/mattschneiderarchitect/Documents/Arch Office/2024/298 Kelman - 1 Pinto Lane/Project plan/Kramer Residence.pln



SITE PLAN

SCALE: 1" = 20'

CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
NET LOT AREA	77,980.50	sq. ft.			77,980.50	sq. ft.
RESIDENCE	3,233.00	sq. ft.		sq. ft.	3,233.00	sq. ft.
GARAGE	400.00	sq. ft.	570.00	sq. ft.	970.00	sq. ft.
SWIMMING POOL/SPA	549.25	sq. ft.		sq. ft.	549.25	sq. ft.
POOL EQUIPMENT	74.00	sq. ft.		sq. ft.	74.00	sq. ft.
GUEST HOUSE		sq. ft.		sq. ft.	0.00	sq. ft.
CABANA		sq. ft.		sq. ft.	0.00	sq. ft.
STABLE		sq. ft.		sq. ft.	0.00	sq. ft.
RECREATION COURT	2,047.50	sq. ft.		sq. ft.	2,047.50	sq. ft.
ATTACHED COVERED PORCHES		sq. ft.		sq. ft.	0.00	sq. ft.
ENTRYWAY/PORTE COCHERE, BREEZEWAYS		sq. ft.		sq. ft.	0.00	sq. ft.
ATTACHED TRELLISES		sq. ft.		sq. ft.	0.00	sq. ft.
*DETACHED STRUCTURES:						
SHEDS, TRELLISES, GAZEBOS,	192.50	sq. ft.		sq. ft.	192.50	sq. ft.
BARBEQUE, OUTDOOR KITCHEN	62.75	sq. ft.		sq. ft.	62.75	sq. ft.
ROOFED PLAY EQUIP.-over 15ft. high and over 120 sq. ft. in area,		sq. ft.		sq. ft.	0.00	sq. ft.
WATER FEATURES, ETC.		sq. ft.		sq. ft.	0.00	sq. ft.
SERVICE YARD		sq. ft.		sq. ft.	0.00	sq. ft.
OTHER:		sq. ft.		sq. ft.	0.00	sq. ft.
BASEMENT AREA		sq. ft.		sq. ft.	0.00	sq. ft.
DEPTH OF BASEMENT	0.00		0.00		0.00	
TOTAL STRUCTURES	6,559.00	sq. ft.	570.00	sq. ft.	7,129.00	sq. ft.
% STRUCTURAL COVERAGE	8.41%		0.73%		9.14%	
TOTAL STRUCTURES EXCLUDING UP TO 5 & UP TO 800 sq. ft. detached structures that are not higher than 12 ft.	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
% STRUCTURAL COVERAGE	0.00%		0.00%		0.00%	

CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
PRIMARY DRIVEWAY(S)	2,848.75	sq. ft.	0.00	sq. ft.	2,848.75	sq. ft.
PAVED WALKS, PATIO AREAS, COURTYARDS	3,698.50	sq. ft.	37.50	sq. ft.	3,736.00	sq. ft.
POOL DECKING	3,269.75	sq. ft.	0.00	sq. ft.	3,269.75	sq. ft.
OTHER PAVED DRIVEWAYS, ROAD EASEMENTS, PARKING PADS	675.00	sq. ft.	0.00	sq. ft.	675.00	sq. ft.
TOTAL FLATWORK	10,492.00	sq. ft.	37.50	sq. ft.	10,529.50	sq. ft.
% TOTAL FLATWORK COVERAGE	13.45%		0.05%		13.50%	
TOTAL STRUCTURAL & FLATWORK COVERAGE	17,051.00	sq. ft.	607.50	sq. ft.	17,658.50	sq. ft.
% TOTAL COVERAGE	21.87%		0.78%		22.64%	
TOTAL STRUCTURAL & FLATWORK COVERAGE	10,492.00	sq. ft.	37.50	sq. ft.	10,529.50	sq. ft.
Excl. the allowance of up to 5-800 sq. ft. structures from previous page.						
% TOTAL COVERAGE	13.45%		0.05%		13.50%	
TOTAL DISTURBED AREA	25,330.00	sq. ft.	0.00	sq. ft.	25,330.00	sq. ft.
% DISTURBED AREA	32.48%		0.00%		32.48%	
GRADING QUANTITY (include future stable, corral and access way; basement and all other areas to be graded)			0.00		0.00	cu. yds.

CALCULATION OF BUILDING PAD COVERAGE

BUILDABLE PAD AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
BUILDING PAD	23,394.15	sq. ft.	0.00	sq. ft.	23,394.15	sq. ft.
RESIDENCE	3,233.00	sq. ft.	0.00	sq. ft.	3,233.00	sq. ft.
GARAGE	400.00	sq. ft.	570.00	sq. ft.	970.00	sq. ft.
SWIMMING POOL/SPA	549.25	sq. ft.	0.00	sq. ft.	549.25	sq. ft.
POOL EQUIPMENT	74.00	sq. ft.	0.00	sq. ft.	74.00	sq. ft.
CABANA/REC. RM	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
GUEST ROOM	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
STABLE	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
SPORTS COURT	2,047.50	sq. ft.	0.00	sq. ft.	2,047.50	sq. ft.
SERVICE YARD	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
ATTACHED COVERED PORCHES						
PRIMARY RESIDENCE	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
ACCESSORY STRUCTURES	0.00	sq. ft.	0.00	sq. ft.	0.00	
AREA OF ATTACHED COVERED PORCHES THAT EXCEED 10% OF THE SIZE OF RESIDENCE/ACCS. STRUCTURE	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
ENTRYWAY/PORTE COCHERE/ BREEZWAY	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
ATTACHED TRELLISES	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
ALL DETACHED STRUCTURES (FROM PREVIOUS PAGES)	192.50	sq. ft.	0.00	sq. ft.	192.50	sq. ft.
ALL DETACHED STRUCTURES (FROM PREVIOUS PAGES AFTER EXCLUDING ALLOWED DEDUCTIONS)	62.75	sq. ft.	0.00	sq. ft.	62.75	sq. ft.
OTHER	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
TOTAL STRUCTURES ON PAD NO.1	6,559.00	sq. ft.	570.00	sq. ft.	7,129.00	sq. ft.
% BUILDING PAD COVERAGE	28.04%		2.44%		30.47%	
TOTAL STRUCTURES ON PAD NO.1 (EXCLUDING ATTACHED TRELLISES, EXCLUDING ALLOWED DEDUCTIONS, AND INCLUDING THE AREA OF COVERED PORCHES THAT EXCEED 10% OF THE SIZE OF THE RESIDENCE/ACCESSORY STRUCTURES)		sq. ft.		sq. ft.		sq. ft.
% BUILDING PAD COVERAGE	0.00%		0.00%		0.00%	

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Revisions

RevID	CHID	Change Name	Date

LICENSED ARCHITECT
MATTHEW P. SCHNEIDER
No. C-31660
07-31-25
RENEWAL DATE
STATE OF CALIFORNIA

Job Title

KRAMER RESIDENCE

1 PINTO ROAD
ROLLING HILLS, CA 90274
RECORD OF SURVEY AS PER BK 57 P 4 TO 8 OF RECORD OF SURVEYS LOT 36

Drawing Title

SITE PLAN

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	02/13/25

Project Number
2024-298

Drawing Number
A2.01

Plotted On: 2/13/25

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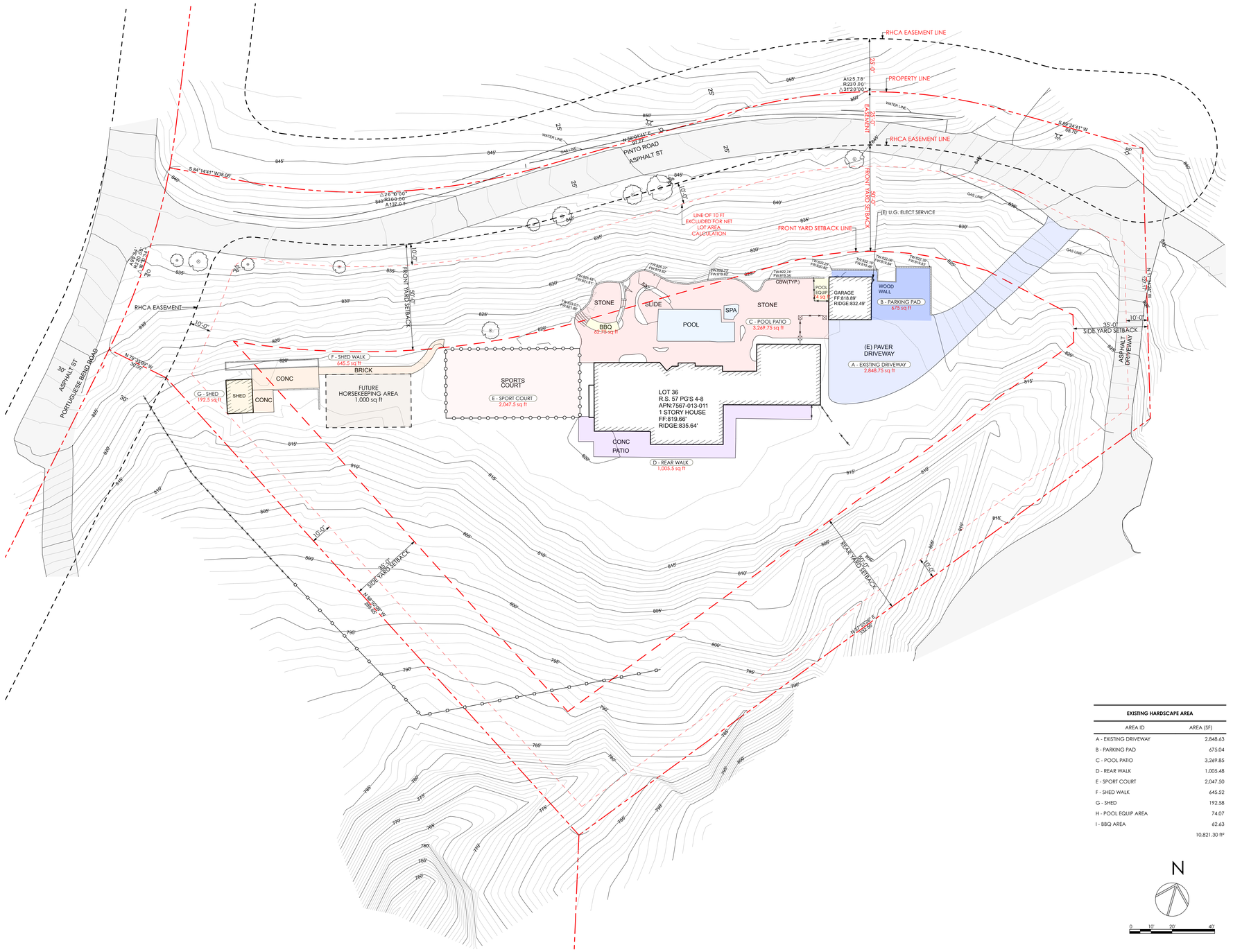

EXISTING HARDSCAPE AREA

AREA ID	AREA (SF)
A - EXISTING DRIVEWAY	2,848.63
B - PARKING PAD	675.04
C - POOL PATIO	3,269.85
D - REAR WALK	1,005.48
E - SPORT COURT	2,047.50
F - SHED WALK	645.52
G - SHED	192.58
H - POOL EQUIP AREA	74.07
I - BBQ AREA	62.63
	10,821.30 ft²

N

0 10' 20' 40'

EXISTING HARDSCAPE AREA PLAN

SCALE: 1" = 20'

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Revisions

RevID	CHID	Change Name	Date

LICENSED ARCHITECT
MATTHEW P. SCHNEIDER
No. C-31660
07-31-25
RENEWAL DATE
STATE OF CALIFORNIA

Job Title

KRAMER RESIDENCE

1 PINTO ROAD
ROLLING HILLS, CA 90274
RECORD OF SURVEY AS PER BK 57 P 4 TO 8 OF RECORD OF SURVEYS LOT 36

Drawing Title

EXISTING HARDSCAPE AREA PLAN

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	02/13/25

Project Number
2024-298

Drawing Number
A2.02

Plotted On: 2/13/25

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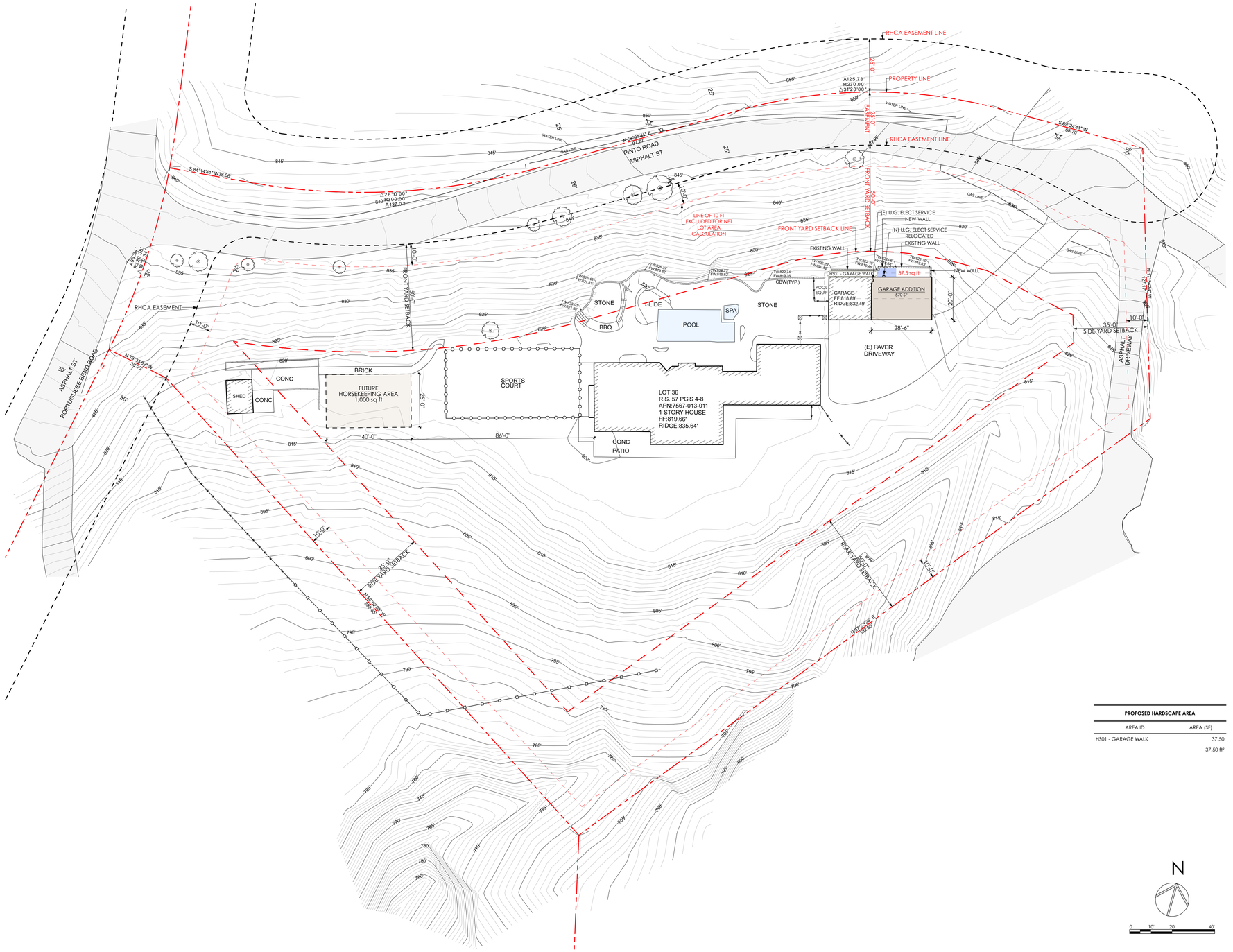

PROPOSED HARDSCAPE AREA

AREA ID	AREA (SF)
HS01 - GARAGE WALK	37.50
	37.50 ft²

N

0 10' 20' 40'

PROPOSED HARDSCAPE AREA PLAN

SCALE: 1" = 20'

MATT SCHNEIDER
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Revisions

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No. C-31660
07-31-25
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STATE OF CALIFORNIA

Job Title

KRAMER RESIDENCE

1 PINTO ROAD
ROLLING HILLS, CA 90274
RECORD OF SURVEY AS PER BK 57 P 4 TO 8 OF RECORD OF SURVEYS LOT 36

Drawing Title

PROPOSED HARDSCAPE AREA PLAN

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	02/13/25

Project Number
2024-298

Drawing Number
A2.03

Plotted On: 2/13/25

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NOTE

THIS SURVEY AND MAP ARE THE PROPERTY OF COLLINS & ASSOCIATES LAND SURVEYING AND MAY NOT BE MODIFIED, ALTERED, OR CHANGED IN ANY FASHION WITHOUT PRIOR WRITTEN APPROVAL BY COLLINS & ASSOCIATES LAND SURVEYING AND THE CLIENT FOR WHOM THE SURVEY WAS PREPARED. THIS EXTENDS TO THE RESULTING PLOT OF SAID MAP AND ANY DIGITAL FILES THEREOF. ANY MODIFICATION WILL VOID ANY PROFESSIONAL OBLIGATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, BY COLLINS & ASSOCIATES LAND SURVEYING AS TO SUCH CHANGED MATERIAL.

BENCHMARK

BENCHMARK No. GY10388
NAVD88 QUAD YEAR 2013
ELEVATION: 453.363'
DESCRIPTION: DPW BM TAG IN N CB 300MM E/O BCR @ NE COR PALOS VERDES DR N & STRAWBERRY LN 15.2M E & 9.4M N/O C/L INT

PROPERTY DECRIPTION

ADDRESS: 1 PINTO RD,
ROLLING HILLS CA 90274

ASSESSOR'S PARCEL NO: 7567-013-011

LEGAL DESCRIPTION: LOT 36,
RS 57/4-8

LEGEND

CBW	CONCRETE BLOCK WALL
CHIM	CHIMNEY
CONC	CONCRETE
CS	CRAWLSPACE
EG	EDGE OF GUTTER
EM	ELECTRIC METER
FL	FLOWLINE
FS	FINISHED SURFACE
GV	GAS VALVE
LTT	LEAD, TACK, & TAG
NG	NATURAL GROUND
PA	PLANTER AREA
TOS	TOP OF STEP
BOS	BOTTOM OF STEP
TW	TOP OF WALL
TC	TOP OF CURB
TX	TOP OF "X"
BX	BOTTOM OF "X"
WSF	WOOD STOCKADE FENCE
WM	WATER METER

LINETYPE/OBJECT LEGEND

- FREE STANDING WALL
- RETAINING WALL
- WOOD FENCE
- CHAINLINK FENCE
- VINYL FENCE
- PILLAR
- PROPERTY LINE
- CENTERLINE
- +0.00' SPOT ELEVATION
- [E] ELECTRIC METER
- [G] GAS METER
- (S) SEWER MANHOLE
- POWER POLE

C&A

LAND SURVEYING

REVISIONS

BY	DATE OF REV	DESCRIPTION

CLIENT: KEENAN DEVELOPMENT

DRAWN: DPC | PROJECT No. 24139

DATE OF SURVEY: 5/28/23 | SCALE: 1" = 20'

TOPOGRAPHIC SURVEY

SITE ADDRESS: 1 PINTO RD, ROLLING HILLS CA

PROFESSIONAL LAND SURVEYOR:

ALL MAPS, PLATS, REPORTS, DESCRIPTIONS, OR OTHER DOCUMENTS ARE PREPARED UNDER THE RESPONSIBLE CHARGE OF A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA, DANIEL P. COLLINS, LS 9758, PURSUANT TO THE PROFESSIONAL LAND SURVEYOR'S ACT BUSINESS AND PROFESSIONS CODE SECTION 8700-8805.

PROFESSIONAL LAND SURVEYOR DANIEL P. COLLINS 9758 STATE OF CALIFORNIA

DATE: 6/7/24

PREPARED BY:
COLLINS & ASSOCIATES
LAND SURVEYING
27 CERRITOS AVE
LONG BEACH, CA 90802
PHONE: 424-537-7755

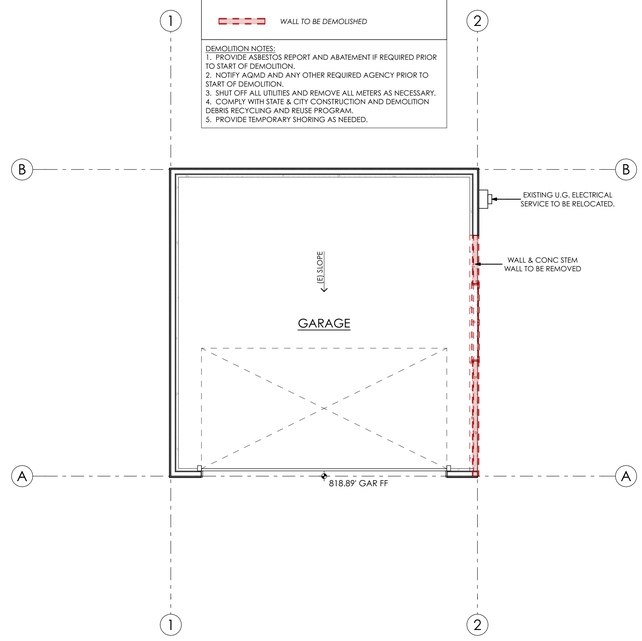
A2.04

DEMOLITION PLAN LEGEND

EXISTING EXTERIOR WALL

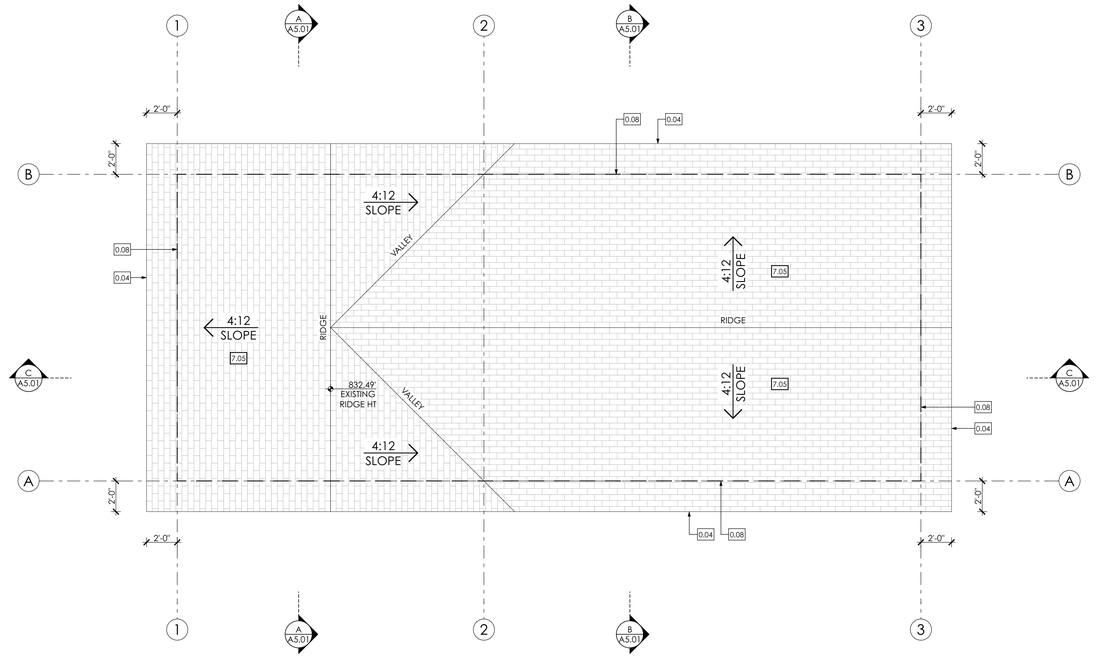
WALL TO BE DEMOLISHED

DEMOLITION NOTES:
1. PROVIDE ASBESTOS REPORT AND ABATEMENT IF REQUIRED PRIOR TO START OF DEMOLITION.
2. NOTIFY AQMD AND ANY OTHER REQUIRED AGENCY PRIOR TO START OF DEMOLITION.
3. SHUT OFF ALL UTILITIES AND REMOVE ALL METERS AS NECESSARY.
4. COMPLY WITH STATE & CITY CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING AND REUSE PROGRAM.
5. PROVIDE TEMPORARY SHORING AS NEEDED.



DEMOLITION PLAN

SCALE: 1/4" = 1'-0"



ROOF PLAN

SCALE: 1/4" = 1'-0"

WALL LEGEND

EXISTING 2x4 EXTERIOR WALL

NEW 2x4 EXTERIOR WALL

5'-0" **EXTERIOR DIMENSIONS**
USE FOR GRIDS, OFFSETS FROM GRID, EXTERIOR WALL FACE OF STUD, CENTER OF OPENINGS, AND EDGE OF SLABS AND ROOFS.

5'-0" **INTERIOR WALL DIMENSIONS**
INTERIOR DIMENSIONS TO FACE OF STUD

5'-0" **FINISH FACE DIMENSIONS**
ROOM SIZE DIMENSIONS TO FACE OF DRYWALL, FINISH MATERIALS

0.00' PLAN 0.00' SECTION **LEVEL DIMENSIONS**
ELEVATION REFERENCE FROM PROJECT SITE SURVEY

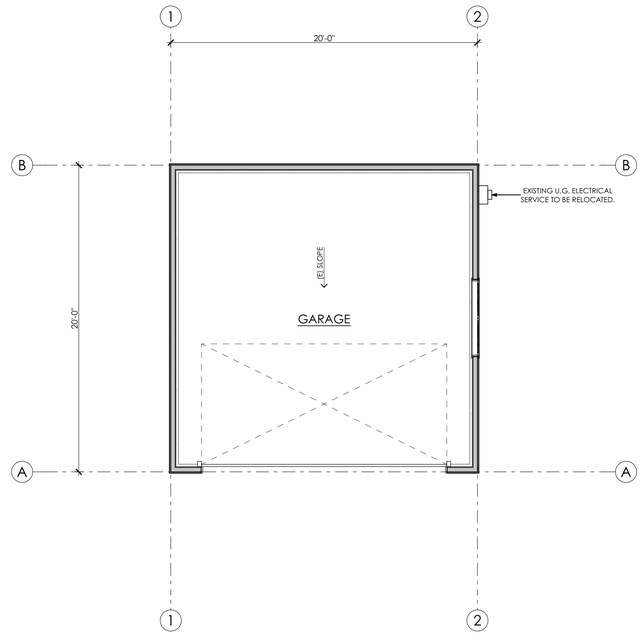
PLUMBING SYSTEMS

HB HOSE BIB

NATURAL GAS OUTLET

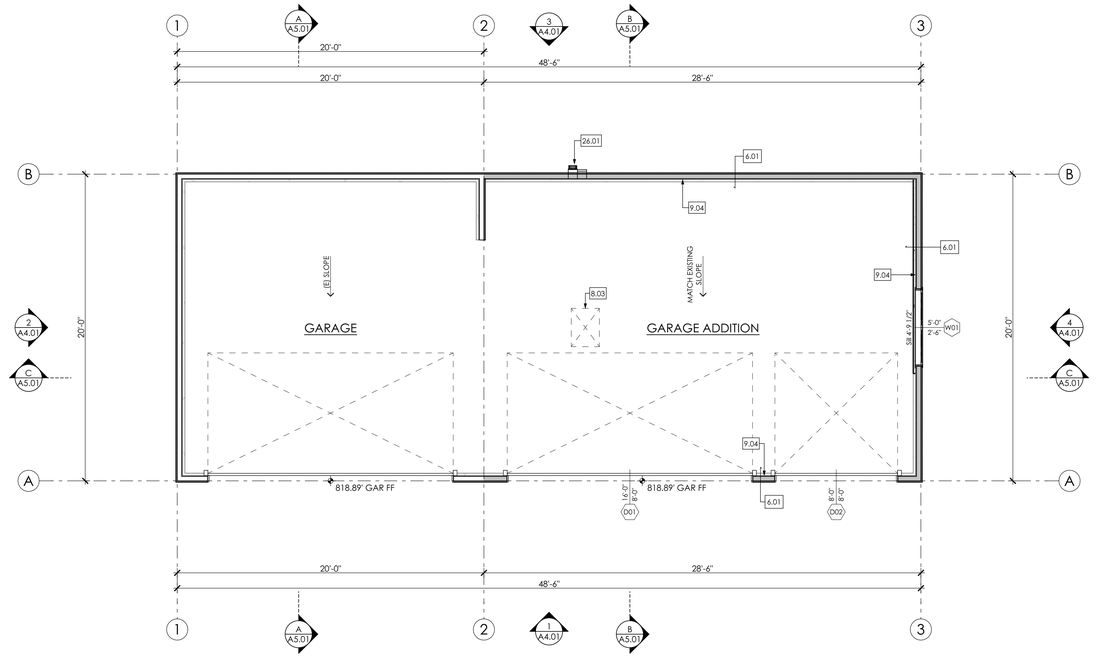
ROOF PLAN KEY NOTES

ID	SHORT DESCRIPTION	NOTES
	0. GENERAL NOTES	
0.04	LINE OF ROOF	
0.08	LINE OF BUILDING BELOW	
	7. THERMAL & MOISTURE PROTECT.	
7.05	CONCRETE ROOF TILE - CLASS A ROOFING RATED BY COOL ROOF RATING COUNCIL CRRC PRODUCT ID#0142-0009 IAPMO UES ER-412	NEW TILE TO MATCH EXISTING. NEWPOINT CONCRETE ROOF TILE - DURALITE SAXONY 600 SHAKE COLOR: BUCKSKIN. INSTALL SHINGLES o/ 2-LAYER OF 30# FELT. ALL ROOF RELATED METALS TO BE MIN. 26 GA. GI OR ZINC ALUME.
7.24	ROOF VENT	OHAGEN VENT CONCRETE TILE LOW PROFILE FLAT FIRE & ICE- 88.87 SQ. IN. PER VENT ICC-ES REPORT #58CCI-9650A



EXISTING FLOOR PLAN

SCALE: 1/4" = 1'-0"



PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

FLOOR PLAN KEY NOTES

ID	SHORT DESCRIPTION	NOTES
	6. WOOD & PLASTICS	
6.01	2x4 STUD WALL @ 16" O.C.	
	8. OPENINGS	
8.03	MIN. 22"x30" ATTIC ACCESS	WITH MINIMUM 30" HEADROOM CLEARANCE.
	9. FINISHES	
9.04	5/8" TYPE 'X' DRYWALL	
	26. ELECTRICAL	
26.01	ELECTRICAL SERVICE PANEL	NEW U.G. ELECTRICAL SERVICE PANEL LOCATION.

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Revisions

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LICENSED ARCHITECT
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No. C-31660
07-31-25
RENEWAL DATE
STATE OF CALIFORNIA

Job Title

KRAMER RESIDENCE

1 PINTO ROAD
ROLLING HILLS, CA 90274
RECORD OF SURVEY AS PER BK 57 P 4 TO 8 OF RECORD OF SURVEYS LOT 36

Drawing Title

PROPOSED FLOOR & ROOF PLANS

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	02/13/25

Project Number
2024-298

Drawing Number
A3.01

Plotted On: 2/13/25

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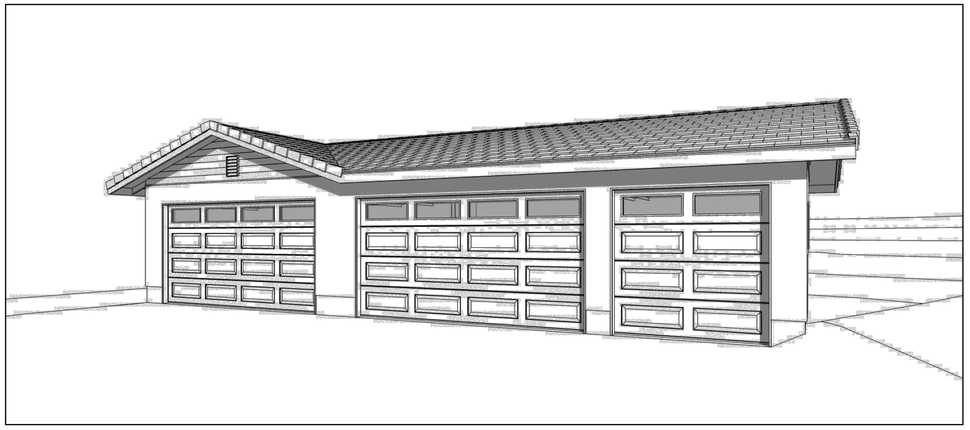
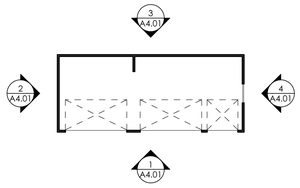


FRONT PERSPECTIVE

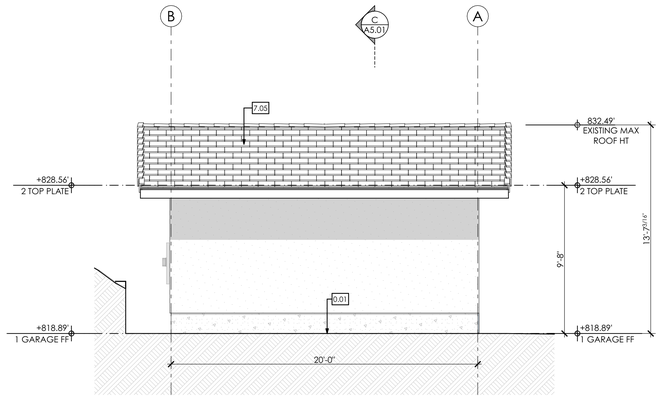


ELEVATION KEY PLAN

SCALE: 1/16" = 1'-0"

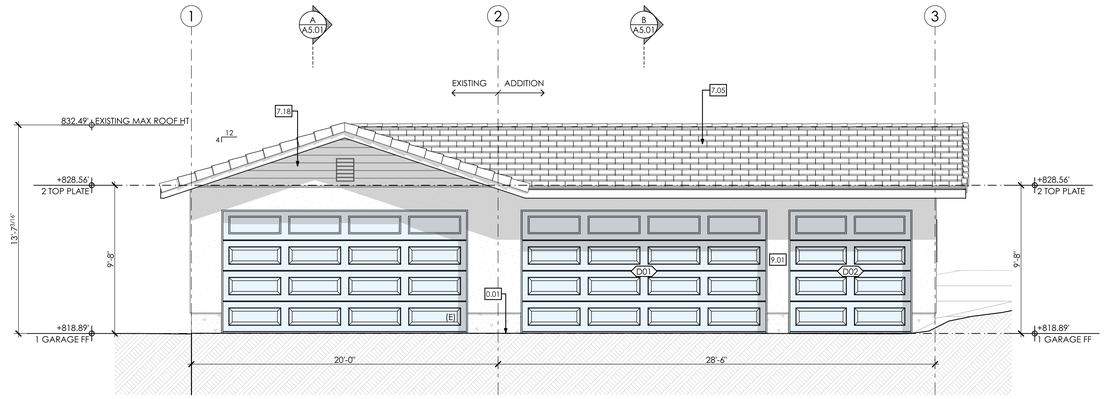
BUILDING ELEVATION KEY NOTES

ID	SHORT DESCRIPTION	NOTES
	0. GENERAL NOTES	
0.01	LINE OF EXISTING GRADE	
0.02	LINE OF FINISH GRADE	
	7. THERMAL & MOISTURE PROTECT.	
7.05	CONCRETE ROOF TILE - CLASS A ROOFING RATED BY COOL ROOF RATING COUNCIL CRRC PRODUCT ID#0942-0009 IAPMO UES ER-412	NEW TILE TO MATCH EXISTING. NEWPOINT CONCRETE ROOF TILE - DURALITE SAXONY 600 SHAKE COLOR: BUCKSKIN. INSTALL SHINGLES o/ 2-LAYER OF 30# FELT. ALL ROOF RELATED METALS TO BE MIN. 26 GA. GI OR ZINC ALUME.
7.18	EXISTING WOOD SIDING	
7.19	NEW WOOD SIDING	
	9. FINISHES	
9.01	EXTERIOR STUCCO	APPLY BASE COATS IN ACCORDANCE WITH ASTM C 926. FINISH COAT & COLOR TO MATCH EXISTING
	26. ELECTRICAL	
26.01	ELECTRICAL SERVICE PANEL	NEW U.G. ELECTRICAL SERVICE PANEL LOCATION.



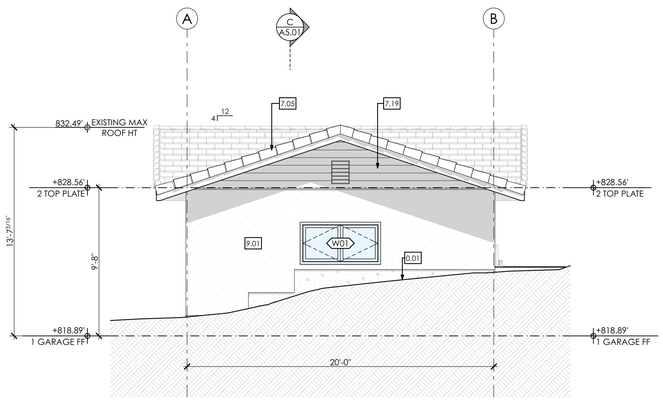
LEFT SIDE ELEVATION (WEST) 2

SCALE: 1/4" = 1'-0"



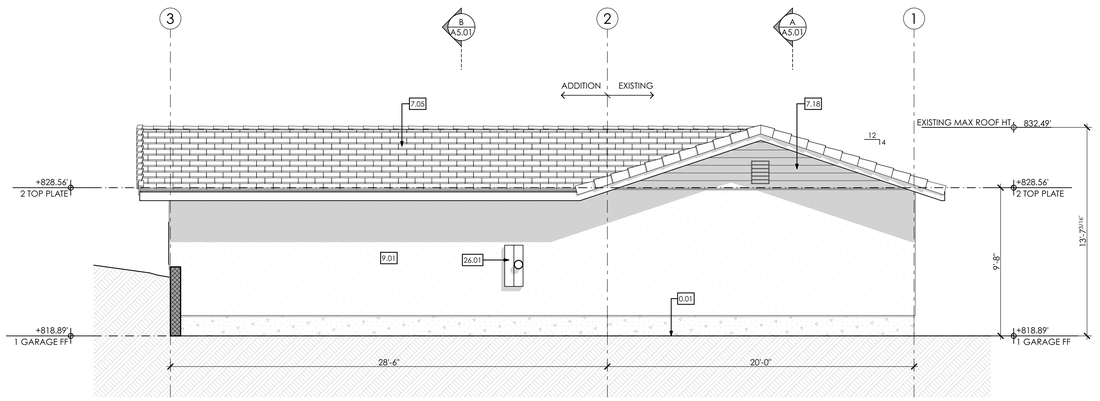
FRONT ELEVATION (SOUTH) 1

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION (EAST) 4

SCALE: 1/4" = 1'-0"



REAR ELEVATION (NORTH) 3

SCALE: 1/4" = 1'-0"

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1 PINTO ROAD
ROLLING HILLS, CA 90274
RECORD OF SURVEY AS PER BK 57 P 4 TO 8 OF RECORD OF SURVEYS LOT 36

Drawing Title

BUILDING ELEVATIONS

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	02/13/25

Project Number
2024-298

Drawing Number

A4.01

Plotted On: 2/13/25

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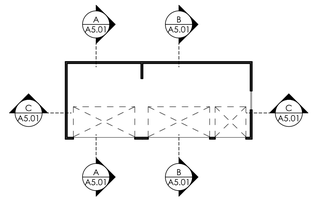
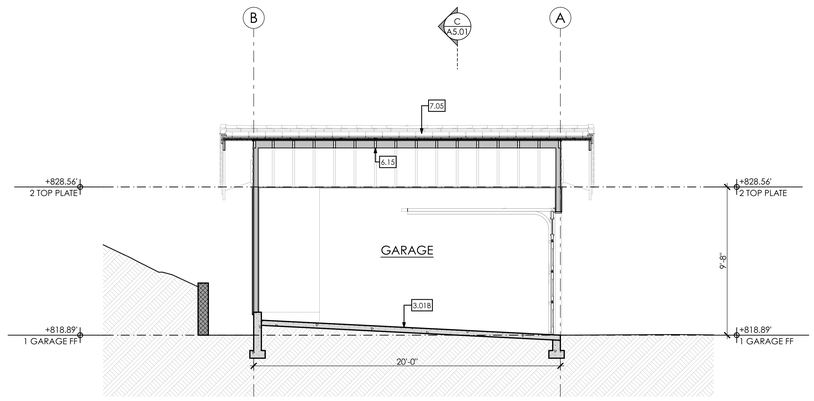


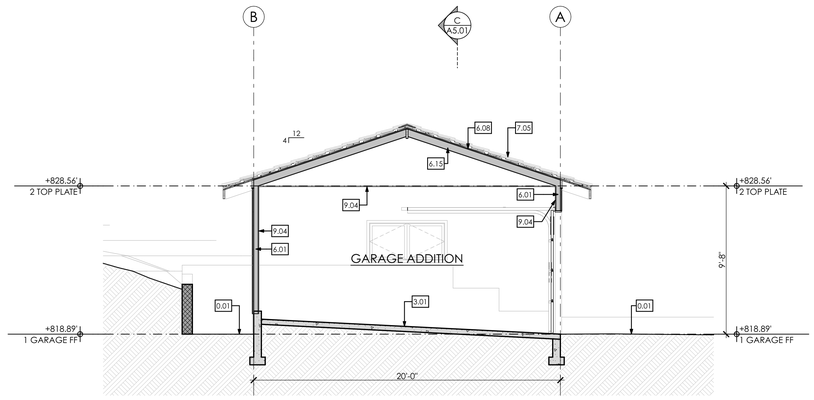
SECTION KEY PLAN

SCALE: 1/16" = 1'-0"



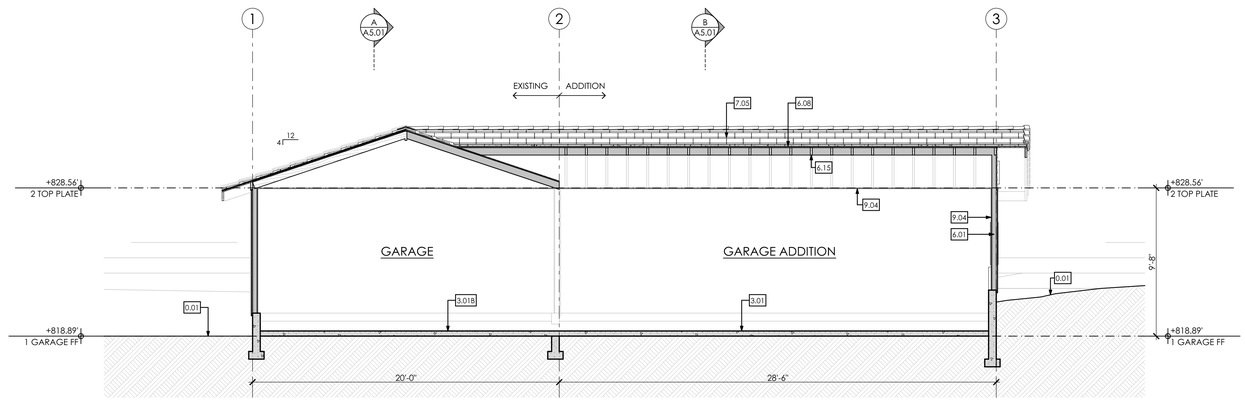
BLDG SECTION A

SCALE: 1/4" = 1'-0"



BLDG SECTION B

SCALE: 1/4" = 1'-0"



BLDG SECTION C

SCALE: 1/4" = 1'-0"

BUILDING SECTION KEY NOTES

ID	SHORT DESCRIPTION	NOTES
	0. GENERAL NOTES	
0.01	LINE OF EXISTING GRADE	
0.02	LINE OF FINISH GRADE	
	3. CONCRETE	
3.01	5" THK CONCRETE SLAB	SEE STRUCTURAL PLAN.
3.01B	EXISTING CONCRETE SLAB	
	6. WOOD & PLASTICS	
6.01	2x4 STUD WALL @ 16" O.C.	
6.08	1/2" CDX PLYWOOD	SEE STRUCTURAL PLAN.
6.15	2x ROOF RAFTER	SEE STRUCTURAL PLAN.
6.16	2x CEILING JOIST	SEE STRUCTURAL PLAN.
	7. THERMAL & MOISTURE PROTECT.	
7.05	CONCRETE ROOF TILE - CLASS A ROOFING RATED BY COOL ROOF RATING COUNCIL CRRC PRODUCT ID#0942-0009 IAPMO UES ER-412	NEW TILE TO MATCH EXISTING. NEWPOINT CONCRETE ROOF TILE - DURALITE SAXONY 600 SHAKE COLOR: BUCKSKIN. INSTALL SHINGLES o/ 2-LAYER OF 30# FELT. ALL ROOF RELATED METALS TO BE MIN. 26 GA., GI OR ZINC ALUME.
	9. FINISHES	
9.04	5/8" TYPE 'X' DRYWALL	

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Drawing Title

BUILDING SECTIONS

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	02/13/25

Project Number
2024-298

Drawing Number
A5.01

Plotted On: 2/13/25

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Agenda Item No.: 13.A
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **PRELIMINARY FISCAL YEAR 2025/26 PROJECTIONS AND BALANCING FOR THE GENERAL FUND**

DATE: **March 24, 2025**

BACKGROUND:
The City of Rolling Hills has initiated the process of developing the annual budget for fiscal year 2025/26. One of the key first steps in the process is developing revenue estimates as this establishes the amounts of funds available to spend for the delivery of services to the community.

It is still early in the process, and revenues will continue to be monitored and updated over the next few months as additional information and revenues are received. However, we are far enough into the fiscal year to be in a position to make reasonable projections to provide a preliminary sense of whether the City will be facing a structural deficit or will have adequate ongoing revenues to cover ongoing expenditures. Thus, this report aims to provide the City Council with preliminary projections of General Fund revenues and expenditures for fiscal year 2025/26 as presented to the Finance, Audit, and Budget Committee and including their recommendations.

DISCUSSION:
The current fiscal year 2024/25 adopted budget is balanced, meaning ongoing revenues are adequate to cover ongoing costs. In fact, the adopted budget included a surplus of $19,997.

Based on revenues received in the current fiscal year through December 31, 2024, revenues are expected to end the year above budget by approximately $70,000. In addition, based on expenditure savings through December 31, 2024, due largely to staff vacancies, the overall surplus by fiscal year-end will likely be in the $200,000 - $300,000 range.

Staff used the current fiscal year revenue projections to develop preliminary revenue projections for fiscal year 2025/2026. Based on these very preliminary estimates, ongoing revenues are projected at $2,728,545, representing an increase of $62,121 from the current fiscal year's projected revenue. Please refer to Attachment B.

Note that, as discussed with Council on February 24, 2025, all current-year revenues are reasonably in line with the adopted revenues. Thus, the projected revenues for the fiscal year 2025-26 continue on this trajectory, with normal growth, where appropriate, built into the projections. We have lowered the normal growth assumption for property taxes slightly, from 5% to 4% in light of the uncertainty around what type of property tax relief might be granted to properties in the land movement impact area.

On the expenditure side, the "baseline" budget for fiscal year 2025/26 is $2,651,208. This is $74,500 higher current year's adopted budget of $2,576,708. The baseline budget starts with the adopted fiscal year 2024-25 budget but then adjusts for several items:

1. An assumed 3.5% increase to salaries starting July 1, 2025, pursuant to the existing Employee Handbook and Personnel Policy Manual, as well as a 1.5% merit-based bonus, and additional contributions towards health insurance by the City, all of which adds $66,492 in costs;
2. An assumed 4% increase to the contract with the Los Angeles County Sheriff's Office for law enforcement services based on an expected increase between 3.5% and 4%, plus increasing the liability rate from 12.5% to 13%, together adding $18,764 in costs, of which $14,600 is allocable to the General Fund portion;
3. Removal of the $15,000 budget for election expenses which will not be needed next fiscal year; and
4. The addition of $15,000 for extra legal costs related to legal matters with the CPUC.

Overall, the preliminary budget for fiscal year 2025-26 is not only balanced but generates a modest surplus of $77,337.

Note that the Finance, Audit, and Budget Committee recommended the following changes to the budget presented to them on March 10 by staff:

1. Reducing the building revenue estimate from $450,000 to $400,000;
2. Keeping the $15,000 for election costs to keep the budget more consistent from year to year; and
3. Adding $15,000 to legal costs provided by the contracted attorney, from $75,000 to $90,000, which was already included in staff's baseline budget.

The Committee also recommended we wait to adjust our budget for liability insurance until we receive notification of the actual premium.

Staff will be soliciting the Council's feedback on the preliminary growth assumptions used to develop the fiscal year 2025/26 revenue estimates.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file. Provide direction to staff on refuse charge increases and noticing residents regarding a Prop. 218 Hearing.

ATTACHMENTS:
Attachment A - CL_AGN_250324_CC_GeneralFund_BudgetSummary.pdf
Attachment B - CL_AGN_250324_CC_GeneralFund_RevenueProjections.pdf

Attachment C - CL_AGN_250324_CC_GeneralFund_Expenditures.pdf
CL_AGN_250324_CC_PPT.pdf
CL_AGN_250324_CC_SampleLettersOfSupport_LASD-Staffing.pdf

CITY OF ROLLINGS HILLS
Fiscal Year 2025-26 Baseline Budget
General Fund

	Adopted Budget	Amended Budget	Adjusted Budget 12/31/2024	Actuals Through 12/31/2024	FY 2024-25 Prelim Projections	FY 2025-26 Baseline Budget
Operating Revenues	$ 2,596,685	$ 2,596,685	$ 1,057,271	$ 1,016,483	$ 2,715,321	$ 2,728,545
Operating Expenditures	2,576,708	2,623,299	1,311,650	1,418,832	2,455,198	2,651,208
Operating Surplus (Deficit)	**19,977**	**(26,614)**	**(254,378)**	**(402,349)**	**260,123**	**77,337**
Capital Transfers	-	825,881	412,940	141,422	250,000	-
Surplus (Deficit) - Total	**$ 19,977**	**$ (852,495)**	**$ (158,562)**	**$ (260,927)**	**$ 10,123**	**$ 77,337**

CITY OF ROLLING HILLS
Preliminary Projections - FY 2025-26
General Fund

		Adopted Budget	Actuals at 12/31/24	Preliminary YE Proj	Preliminary FY 2025-26 Estimate	Assumed Growth
401	Property Taxes	$ 1,500,750	$ 589,255	$ 1,500,750	$ 1,560,780	4%
405	Sales Taxes	10,000	8,402	15,000	15,000	0%
410	Property Transfer Tax	64,890	30,175	60,000	62,400	4%
415	Other Taxes	1,000	-	-	-	
420	Motor Vehicle In Lieu	280,545	-	284,574	290,265	2%
440	Building & Other Permits	400,000	162,566	450,000	450,000	0%
441	C&D Permits	10,000	3,600	10,000	10,000	0%
450	Variance, Planning & Zoning	25,000	15,758	30,000	30,000	0%
455	Animal Control Fees	300	269	300	300	0%
460	Franchise Fees	13,000	1,201	13,000	13,000	0%
480	Fines & Traffic Violations	4,000	3,111	4,000	4,000	0%
482	Cost Recoivery - Publications	3,000	1,500	3,000	3,000	0%
600	RHCA Lease Revenue	69,000	34,495	69,000	69,000	0%
650	Public Safety Aug Fund	1,200	930	1,800	1,800	0%
670	Interest on Investments	140,000	80,047	160,000	150,000	N/A
671	PARS Earnings	44,000	24,192	40,000	44,000	N/A
6XX	Cal Water Grant - Turf Removal	-	48,897	48,897	-	N/A
675	Miscellaneous Revenue	6,000	85	1,000	1,000	0%
699	Transfers In - Refuse Fund	24,000	12,000	24,000	24,000	0%
	TOTALS	**$ 2,596,685**	**$ 1,016,483**	**$ 2,715,321**	**$ 2,728,545**	

CITY OF ROLLING HILLS
FY 2025-26 Baseline Expenditure Budget
GENERAL FUND

	Department/Object Account	Amended Budget	Actuals at 12/31/24	Preliminary Year-End Projections	FY 2025-26 Status Quo Budget	Adjust-ments	Baseline Budget
01 - CITY ADMINISTRATOR							
702	Salaries -Full Time	$ 436,262	$ 208,795	$ 420,000	$ 436,262	$ 20,354	$ 456,616
705	Temporary Salaries	7,000	-	-	7,000	-	7,000
710	Retirement CalPERS-Employer	35,159	13,256	30,000	35,159	2,045	37,204
712	CalPERS Unfunded Liability	-	76,564	-	-	-	-
715	Workers Compensation Insurance	9,100	-	9,100	9,100	-	9,100
716	Group Insurance	80,378	47,279	85,000	80,378	23,292	103,670
717	Retiree Medical	37,500	19,651	40,000	37,500	2,500	40,000
718	Employer Payroll Taxes	33,821	14,271	28,000	33,821	1,702	35,523
719	Deferred Compensation	2,239	447	1,000	2,239	1,902	4,141
720	Auto Allowance	3,600	1,762	3,600	3,600	-	3,600
721	Phone Allowance	2,400	1,175	2,400	2,400	-	2,400
740	Office Supplies	13,000	1,952	4,000	13,000	-	13,000
745	Equipment Leasing Costs	11,000	5,261	11,000	11,000	-	11,000
750	Dues & Subscriptions	14,000	11,606	14,000	14,000	-	14,000
755	Conference Expense	2,000	1,245	2,000	2,000	-	2,000
757	Meetings Expense	2,300	698	2,300	2,300	-	2,300
759	Training & Education	5,000	-	2,000	5,000	-	5,000
761	Auto Mileage	500	560	1,000	500	-	500
765	Postage	19,500	6,064	12,000	19,500	-	19,500
775	City Council Expense	5,000	1,307	5,000	5,000	-	5,000

	Department/Object Account	Amended Budget	Actuals at 12/31/24	Preliminary Year-End Projections	FY 2025-26 Status Quo Budget	Adjust-ments	Baseline Budget
776	Miscellaneous Expenses	3,000	-	3,000	3,000	-	3,000
780	Comm./Newsletters & Outreach	2,500	531	1,500	2,500	-	2,500
785	Codification	2,400	-	2,400	2,400	-	2,400
790	Advertising	2,400	1,006	2,400	2,400	-	2,400
795	Other Gen Admin Expense	3,300	1,196	3,000	3,300	-	3,300
801	City Attorney	75,000	38,144	75,000	75,000	-	75,000
802	Legal Expense - Other	3,000	-	3,000	3,000	-	3,000
803	Legal & Other Outside Legal	-	14,508	15,000	-	-	-
804	Legal Expense -CPUC	-	10,199	15,000	-	15,000	15,000
820	Website	6,000	-	6,000	6,000	-	6,000
850	Election Expense City Council	15,000	1,338	15,000	15,000	(15,000)	-
890	Consulting Fees	35,000	371	5,000	35,000	-	35,000
891	Records Management	24,806	3,282	25,000	1,700	-	1,700
	Total City Administrator	**892,165**	**482,468**	**843,700**	**869,059**	**51,795**	**920,854**
05 - Finance							
750	Dues & Subscriptions	4,500	2,098	4,500	4,500	-	4,500
810	Annual Audit	35,000	22,750	30,000	35,000	-	35,000
890	Consulting Fees	120,000	56,163	120,000	120,000	-	120,000
	Total Finance	**159,500**	**81,011**	**154,500**	**159,500**	**-**	**159,500**

Department/Object Account		Amended Budget	Actuals at 12/31/24	Preliminary Year-End Projections	FY 2025-26 Status Quo Budget	Adjust-ments	Baseline Budget
15- PLANNING & DEVELOPMENT							
702	Salaries	219,953	107,223	140,000	219,953	16,115	236,068
703	Salaries - Part-Time	26,587	10,048	15,000	26,587	302	26,889
710	Retirement CalPERS-Employer	17,726	6,874	10,000	17,726	1,508	19,234
715	Workers Comp. Insurance	3,900	-	3,900	3,900	-	3,900
716	Group Insurance	48,107	25,743	35,000	48,107	282	48,389
718	Employer Payroll Taxes	19,310	8,690	12,000	19,310	898	20,208
719	Deferred Comp	4,681	585	750	4,681	-	4,681
720	Auto Allowance	1,200	488	500	1,200	-	1,200
721	Phone Allowance	600	244	250	600	-	600
761	Auto Mileage	300	-	-	300	-	300
750	Dues & Subscription	11,670	7,750	11,670	11,670	-	11,670
755	Conference Expense	2,000	1,248	2,000	2,000	-	2,000
759	Training & Education	1,000	-	500	1,000	-	1,000
776	Miscellaneous Expenses	2,000	-	-	2,000	-	2,000
790	Publication/Advertising/Noticing	10,000	4,275	10,000	10,000	-	10,000
802	Legal Expenses-Other	10,000	5,388	10,000	10,000	-	10,000
872	Property Development-Legal Exp	37,000	7,239	15,000	37,000	-	37,000
875	Willdan Building	45,000	18,862	45,000	45,000	-	45,000
878	Build Inspect. LA County	250,000	129,127	300,000	250,000	-	250,000
881	Storm Water Management	90,990	86,874	90,990	90,990	-	90,990
884	Special Project Study & Consult.	5,000	-	5,000	5,000	-	5,000
886	Code Enforcement	62,880	30,870	61,000	62,880	-	62,880

	Department/Object Account	Amended Budget	Actuals at 12/31/24	Preliminary Year-End Projections	FY 2025-26 Status Quo Budget	Adjust-ments	Baseline Budget
890	Consulting Fees (Onward)	-		-	-	-	-
928	Traffic Engineering	5,645	3,828	6,000	5,645	-	5,645
	Total Planning & Development	**875,549**	**455,356**	**774,560**	**875,549**	**19,105**	**894,654**
25 - Public Safety							
830	Law Enforcement	293,000	147,233	294,000	293,000	14,600	307,600
833	Other Law Enforcement Exp	4,000	1,111	2,500	4,000	4,000	8,000
837	Wild Life Mgmt & Pest Control	20,000	1,000	2,000	20,000	-	20,000
838	Animal Control Expense	6,000	3,023	6,000	6,000	-	6,000
	Total Public Safety	**323,000**	**152,367**	**304,500**	**323,000**	**18,600**	**341,600**
65 - NON-DEPARTMENTAL							
895	Insurance & Bond Expense	40,000	52,456	52,456	40,000	-	40,000
901	South Bay Comm. Organization	17,600	2,528	17,600	17,600	-	17,600
915	Community Recognition	8,000	6,968	8,000	8,000	-	8,000
917	Emergency Preparedness	77,000	18,397	50,000	77,000	-	77,000
	Total Non-Departmental	**142,600**	**80,349**	**128,056**	**142,600**	**-**	**142,600**
75 - CITY PROPERTIES							
892	IT Services	63,000	35,278	63,000	63,000	-	63,000
893	Granicus Services	8,300	8,143	8,300	8,300	-	8,300
894	Computer Hardware Fund	5,000	647	1,500	5,000	-	5,000
925	Utilities	60,000	32,611	64,000	60,000	-	60,000

	Department/Object Account	Amended Budget	Actuals at 12/31/24	Preliminary Year-End Projections	FY 2025-26 Status Quo Budget	Adjust-ments	Baseline Budget
930	Repairs & Maintenance	42,585	32,631	42,585	19,100	-	19,100
932	Area Landscaping	21,600	9,074	21,600	21,600	-	21,600
932	Landscaping Project	-	48,897	48,897	-	-	-
946	Buildings & Equipment	15,000	-	-	15,000	-	15,000
947	Non-Building Improvements	-	-	-	-	-	-
	Total City Properties	**215,485**	**167,281**	**249,882**	**192,000**	**-**	**192,000**
	TOTAL OPERATING EXPENDITURES	**2,608,299**	**1,418,832**	**2,455,198**	**2,561,708**	**89,500**	**2,651,208**
CAPITAL TRANSFERS							
	Capital Projects Fund	825,881	141,422	250,000	-	-	-
	TOTAL EXPENDITURES	$ 3,434,180	$ 1,560,254	$ 2,705,198	$ 2,561,708	$ 89,500	$ 2,651,208

CITY OF ROLLING HILLS

PRELIMINARY PROJECTIONS AND BALANCING

FISCAL YEAR 2025/26

Purpose of Report

- To provide preliminary revenue projections for FY 2025/26
  - Projections based on revenues through 12/31/24 and projections for FY 2024/25
  - Revenues will continue to be monitored through the next few months and will be refined further
- To provide a preliminary glimpse of the balancing of revenues and expenditures
  - Do we have a projected deficit or surplus?

KEY GENERAL FUND REVENUES

Property Taxes

FYE June 30,	Property Taxes	% Growth	
2017	$ 1,007,250		Actual
2018	1,089,838	8.20%	Actual
2019	1,089,613	-0.02%	Actual
2020	1,201,368	10.26%	Actual
2021	1,222,948	1.80%	Actual
2022	1,323,001	8.18%	Actual
2023	1,380,891	4.38%	Actual
2024	1,432,117	3.71%	Actual
2025	1,500,150	4.75%	Projected
2026	1,560,780	4.04%	Projected

- 3 components to P/T growth
  - Annual CPI (2% max)
  - Supplemental assessments
  - Re-assessments from P/Y sales to MV
- Growth from re-assessments generally the largest component
- Growth factors in possible P/T relief granted by County

Real Property Transfer Tax

- FY 2021 - $132,888
- FY 2022 - $80,719
- FY 2023 $57,185
- FY 2024 $63,040
- FY 2025 through December 31, 2024 = $30,175
- FY 2025 Projection = $60,000
- FY 2025 Projection = $62,400 (4%)

FYE June 30,	Building Revenues	
2017	602,149	Actual
2018	769,138	Actual
2019	482,048	Actual
2020	369,250	Actual
2021	184,378	Actual
2022	487,909	Actual
2023	578,496	Actual
2024	537,787	Actual
2025	400,000	Budget
2025	450,000	Projected
2026	450,000	Projected

Building & Other Permit Revenue

Motor Vehicle License Fee

- License fees paid with vehicle registration = 2% vehicle depreciating value
- Affected by volume of car sales
- Recent trends
  - FY 2022 – $247,241
  - FY 2023 - $263,987
  - FY 2024 Actual - $274,520
  - FY 2025 Budget - $280,545
  - FY 2025 Projected - $284,574
- Assumed a 2% growth = $290,265

FY 2025/26 Preliminary Revenue Projections

	Adopted Budget	Actuals at 12/31/24	Prelim. YE Proj	Prelim. FY 25-26 Estimate	Assumed Growth
401 Property Taxes	$ 1,500,750	$ 589,255	$ 1,500,750	$ 1,560,780	4%
405 Sales Taxes	10,000	8,402	15,000	15,000	0%
410 Property Transfer Tax	64,890	30,175	60,000	62,400	4%
415 Other Taxes	1,000	-	-	-	
420 Motor Vehicle In Lieu	280,545	-	284,574	290,265	2%
440 Building & Other Permits	400,000	162,566	450,000	450,000	0%
441 C&D Permits	10,000	3,600	10,000	10,000	0%
450 Variance, Planning & Zoning	25,000	15,758	30,000	30,000	0%
455 Animal Control Fees	300	269	300	300	0%
460 Franchise Fees	13,000	1,201	13,000	13,000	0%
480 Fines & Traffic Violations	4,000	3,111	4,000	4,000	0%
482 Cost Recoivery - Publications	3,000	1,500	3,000	3,000	0%
600 RHCA Lease Revenue	69,000	34,495	69,000	69,000	0%
650 Public Safety Aug Fund	1,200	930	1,800	1,800	0%
670 Interest on Investments	140,000	80,047	160,000	150,000	N/A
671 PARS Earnings	44,000	24,192	40,000	44,000	N/A
6XX Cal Water Grant - Turf Removal	-	48,897	48,897	-	N/A
675 Miscellaneous Revenue	6,000	85	1,000	1,000	0%
699 Transfers In - Refuse Fund	24,000	12,000	24,000	24,000	0%
TOTALS	**$ 2,596,685**	**$ 1,016,483**	**$ 2,715,321**	**$ 2,728,545**	

GENERAL FUND EXPENDITURES

Summary of Adjustments

- Salaries
  - 3.5% COLA
  - 1.5% Merit-Based Bonus
- Benefits
  - 2% Increase to Max Contribution to health, dental, and vision
  - Increase in retirement contributions and employer taxes due to increased salaries

Summary of Adjustments – Cont'd

- 4% increase (estimated 3.5% to 4.5%) to Sheriff Contract and an increase to the adopted liability charge from 12.5% to 13%
  - $18,764 total increase
  - $14,600 to GF (75%)
- Elimination of Election Expense budget - $15,000
- Additional $15,000 for legal costs related to CPUC matters

PRELIMINARY BALANCING

	Adopted Budget	Amended Budget	FY 2024-25 Prelim Projections	FY 2025-26 Baseline Budget
Operating Revenues	$ 2,596,685	$ 2,596,685	$ 2,715,321	$ 2,728,545
Operating Expenditures	2,576,708	2,623,299	2,455,198	2,651,208
Operating Surplus (Deficit)	**19,977**	**(26,614)**	**260,123**	**77,337**
Capital Transfers	-	825,881	250,000	-
Surplus (Deficit) - Total	**$ 19,977**	**$ (852,495)**	**$ 10,123**	**$ 77,337**

FAB Recommendations

- Reduce building revenue budget from $450k to $400k
- Add $15,000 for potential legal costs (already included in staff's baseline budget)
- Wait until we receive final premiums notice for liability insurance before adjusting
- Keep the $15,000 for election costs to keep the budget more stable from year to year

Next Steps

- March/April
  - City staff develop proposed FY 25-26 expenditure budget
  - If refuse rates will be increased, public notice sent to all property owners
- April 28
  - City Council receives overview of FY 25-26 Proposed GF Revenue Projections, GF expenditures by Department.

Recommendations

- Consider and provide direction on the FAB Committee's recommendations
- Provide any other direction to staff as appropriate
- Provide direction on refuse rates to meet Prop 218 noticing requirements

QUESTIONS/DISCUSSION

Honorable [name]
Los Angeles County Supervisor
Los Angeles County Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisor [name],

Public safety remains the most important issue in our community. As one of the 44 cities that contract with the Sheriff's Department for police response and patrol services, we are concerned that the Sheriff's Department no longer has sufficient staffing to properly secure our neighborhoods.

At the LA County Board of Supervisors hearing on February 21, Sheriff Luna indicated that the Department has more than 1,400 vacant deputy positions. He said deputies "are doing 100% of the work, with only 76% of the personnel."

We know that our local Sheriff's station's leadership is doing the best with the number of deputies they have available, but our requests for more deputies and less dependency on overtime hours have not been granted.

We have seen firsthand the physical and mental fatigue our deputy sheriffs are experiencing due to excessive overtime demands. Many of them work nearly 100 hours of overtime every month. We fear the next greater crisis will be the loss of deputy personnel to other agencies that offer a better-balanced workload, where overtime is not a constant mandate but a choice.

Our County will soon be in the global spotlight, hosting the Olympics and World Cup. We don't want to send a message to the world to that our communities are not safe due to insufficient deputy positions. These events should be an opportunity to highlight our cities and county's strengths, placing them as premier tourist destinations. With the conditions as they are, we are not confident that our community has the number of deputy sheriffs available to keep us and our visitors safe.

We urge you to match the sentiments of our Sheriff and call this what it is, **a staffing crisis at the Los Angeles County Sheriff's Department. Please take immediate steps that will reduce the number of vacancies and support retention efforts for deputy sheriff positions.**

Our community leaders are depending on you to act immediately on this issue and report your progress so that we can assure our residents and businesses that the Sheriff's Department's staffing crisis is on its way to resolution.

Sincerely
[name]

Cassandra Chase
Vice Mayor

David Arellano
Council Member

Jeff Wood
Council Member

Steve Croft
Council Member

Todd Rogers
Mayor

Honorable Janice Hahn
Supervisor, 4th District
Los Angeles County Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisor Hahn,

Public safety is Lakewood's top priority, and the ability to maintain it depends on having a fully staffed Sheriff's Department. As one of the 44 cities that contract with the Sheriff's Department for police response and patrol services, we are deeply concerned about the department's ongoing deputy shortage, which directly impacts our residents' safety.

At the LA County Board of Supervisors hearing on February 21, Sheriff Robert Luna reported that the department has more than 1,400 vacant deputy positions and is operating at just 76% of its necessary staffing levels. Our local Sheriff's station is doing the best it can with limited personnel, but notwithstanding those efforts, the last couple of years have seen an increase in Part I crimes in Lakewood. Unfortunately, the moratorium on Sheriff contract augmentation due to the vacancies has prevented us from adding more Deputies to meet the increase in crime. In lieu of adding Deputies, we've had to add non-sworn public safety resources at quite some expense. However, these resources fall far short of the effectiveness of sworn Deputies, which we would prefer to add but for the moratorium. Even worse, we have been told that the moratorium is not likely to be lifted soon.

Our frustration is not just driven by the impact to our community, but also the toll taken on the hardworking men and women of the Department. The current reliance on mandatory overtime is unsustainable. Many deputies are working nearly 100 overtime hours each month, leading to exhaustion, burnout, and an increasing risk of losing trained personnel to other agencies that offer better work-life balance. If this trend continues, the department will struggle not only to fill existing vacancies but also to retain its remaining deputies.

This staffing crisis is a direct threat to public safety—one that will only be magnified as our County prepares to host the Olympics and World Cup. The world will be watching, and we must ensure that our communities are safe and adequately staffed. These global events should showcase Los Angeles as a premier destination, not expose its law enforcement shortages.

We know that the hiring shortfall is not unique to the Department - it's a nationwide issue - but it is the burden of all of our communities and all our responsibility to address. We urge you to take the necessary action to address this public safety crisis. For Lakewood certainly - and for most cities I would imagine - there is no higher priority than public safety, and prioritizing the hiring and retention of deputy sheriffs must be at the forefront of the County's agenda. We ask that you implement concrete measures to accelerate hiring and improve retention efforts to ensure that our Sheriff's Department is fully staffed and prepared to meet the needs of our communities.

Thank you for your attention to this important matter. I would appreciate the opportunity to follow up with you in the near future to hear your thoughts on how this issue can be addressed.

Sincerely,

Todd Rogers
Mayor

ANNETTE C. DELGADILLO
Mayor

PEGGY LEMONS
Vice Mayor

ISABEL AGUAYO
Councilmember

BRENDA OLMOS
Councilmember

VILMA CUELLAR STALLINGS
Councilmember

March 21, 2025

Honorable Janice Hahn Supervisor, 4th District
Los Angeles County Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

RE: Public Safety in Paramount

Dear Honorable Supervisor Hahn,

Public safety has always been the City of Paramount's top priority, and our ability to maintain it depends on having a fully staffed Sheriff's Department. As one of the cities that contracts for police services, we are deeply concerned about the ongoing deputy shortage, which directly impacts the safety of our residents and businesses.

Sheriff Robert Luna recently reported that the department has over 1,400 vacant deputy positions and is operating at just 76% of its necessary staffing levels, calling this a crisis. Our local Sheriff's station is doing its best with limited personnel. In fact, due to the dedication of our deputies and the partnership with the City's non-sworn staff, crime in Paramount fell in 2024 compared to 2023. However, without adequate Sheriff's staffing levels, we are concerned that this positive trend will not continue and crime could increase in Paramount, thereby nullifying all of our constructive efforts.

As you can imagine, the labor shortage takes a toll on the hardworking men and women of the Sheriff's Department. The current reliance on mandatory overtime is unsustainable. We've heard that many deputies are logging nearly 100 hours of overtime each month, leading to exhaustion, burnout, and a potential risk of losing trained personnel to other agencies that offer better work-life balance. If this trend continues, the department will struggle to fill existing vacancies and retain its remaining deputies. In Paramount, we are doing our part. We recently provided Paramount deputies at City expense a *Refresh & Restore Day* complete with massages sessions, healthy food alternatives, morale boosters, and wellness gift bags.

We acknowledge that the hiring shortfall is not unique to the Sheriff's Department; it is a nationwide issue that affects all our communities. **We respectfully ask that you approve any measures that enhance recruitment and accelerate the processing of new hires to the Sheriff's Department.** Doing so would ensure that our Sheriff's Department is fully staffed and prepared to meet the needs of our communities.

For Paramount, as for most cities, there is no higher priority than public safety, and we respectfully ask that the Board of Supervisors prioritize the hiring and retention of deputy sheriffs. Thank you for your attention to this issue and for your continued leadership in supporting the 4th District. Please feel free to contact City Manager John Moreno at (562) 220-2225, if you have any questions. We thank you for your time and consideration.

Sincerely,

CITY OF PARAMOUNT

Annette C. Delgadillo
Mayor

CC: Paramount City Council
Marcel Rodarte, Contract Cities Executive Director

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **SAMANTHA CREW, MANAGEMENT ANALYST**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **RECEIVE AN UPDATE ON THE EMERGENCY OUTDOOR SIREN NOTIFICATION SYSTEM PROJECT AND STANDARD OPERATING PROCEDURES**

DATE: **March 24, 2025**

BACKGROUND:

SAFE Network Units, Siren Test Results, and SOP

The City of Rolling Hills has been working closely with HQE Systems, Inc (HQE) to finalize the installation of the Emergency Outdoor Siren Notification System, a capital improvement project aimed at enhancing emergency alerting. This project originated from the Block Captain Communication Project, with strong advocacy from the Block Captains and the Honbo family.

This evening, staff will present the Standard Operating Procedures (SOP) (Attachment A) and seek City Council recommendations implementing SAFE Units and determining cost responsibility. HQE, the system vendor, will present an overview of the March 4, 2025 siren test (Attachment B) and provide technical recommendations, including strategic system expansion, vegetation management, multi-channel alerting, and enhanced resident education initiatives. They will also share post-siren test survey results (Attachment C), discuss strategies for purchasing SAFE Units and will be available to address any follow-up questions from the Council.

Project Development Timeline

Initial Planning & Feasibility Study (2019-2022)
Funding was allocated to explore various communication platforms for emergency situations. The City initially tested two-way radios, but they proved ineffective. As a result, the City issued a Request for Proposals (RFP) to identify alternative solutions. HQE was selected through this process and conducted a feasibility study on an outdoor mass notification system.

Several installation options were evaluated, with cost estimates ranging from $144,573 to

$423,683, depending on the number of poles. After careful review and sound propagation studies, the City ultimately selected a system utilizing three poles for installation.

Approval & Installation Progress (2023-2024)
The City Council approved funding for the siren system at a cost of $261,000 (Attachment D), with an optional $13,981 annual maintenance fee. The permitting process required reviews from both the Rolling Hills Community Association (RHCA) and Los Angeles County Building and Safety (LACBS).

Following these reviews, RHCA approved a revocable license for siren installation, with a condition allowing for future integration of a communication antenna if feasible. After receiving clearance from Southern California Edison, installation work officially began.

System Testing, SOP Development, and SAFE Network Units (2024-2025)

System Testing
Several siren tests were conducted to determine the optimal frequency (500-800Hz) for effective coverage in Rolling Hills' unique topography. During testing, HQE identified technical issues related to impedance balance, necessitating additional system reconfiguration.

Most recently, on March 4, HQE conducted a system-wide siren test to evaluate sound output, performance, and coverage. Prior to the test, an FAQ document (Attachment E) was distributed to residents via Dwelling Live and included as an attachment in the Alert SouthBay notification, which was sent the evening before the test. Three sirens were activated sequentially to measure sound levels at multiple locations. HQE personnel, along with City staff and Block Captains, were stationed throughout the City to provide real-time feedback on the various alerts. Following the test, HQE provided a survey, available to residents through Dwelling Live to gather community feedback. The test results, along with survey responses, have been compiled into a report prepared by HQE.

SOP
In October 2024, HQE presented the first draft of the SOP to City staff for review. The draft was evaluated by Rolling Hills City Staff, Chief Kane from the LA County Fire Department, Captain Guerrero from the Los Angeles Sheriff's Department, and Area G Disaster Management Area Coordinator (DMAC) Brandy Villanueva.

Following the initial review, staff submitted a revised SOP to the Siren Ad Hoc Committee for further evaluation and input. Adjustments recommended by the Ad Hoc Committee have been incorporated. Additionally, based on further recommendations from the Area G DMAC, Brandy Villanueva, staff made additional revisions to reflect the suggested changes. To ensure clarity, the most recent updates have been highlighted in yellow for easy reference. This evening, staff is presenting the SOP to the City Council to receive and file.

SAFE Network Units
Rolling Hills received a Community SAFE Grant (CSG) from HQE (Attachment F), providing a $30,000+ public safety communications network that operates independently of cellular or AC power for emergency communication. As part of the grant, HQE is offering up to 2100 indoor SAFE Units at at-cost pricing, bringing the total public safety enhancements to over $65,000.

Following HQE's presentation this evening, Staff are seeking recommendations from the City

Council regarding the establishment of the Standard Operating Procedures (SOP) and are also looking for direction on the path forward regarding the SAFE Network Units, specifically whether the cost of the units should be covered by the City or placed on the residents. Council input will help determine the best approach to integrating these public safety enhancements within the community.

DISCUSSION:

Standard Operating Procedure (SOP)

Through extensive research and valuable stakeholder feedback, staff are presenting a Standard Operating Procedure (SOP) to the City Council this evening to receive and file. The goal of this SOP is to provide a clear, structured framework for the operation, maintenance, and activation of the City's Emergency Outdoor Siren Notification System, ensuring consistency and efficiency in emergency response. Staff are presenting the SOP as a living document, subject to ongoing evaluation and refinement, for the City Council to receive and file. An Alert and Warning Standard Operating Procedure Manual, which will provide detailed, step-by-step procedures for City staff, emergency management personnel, and mutual aid partners will be forthcoming. Before this manual can be finalized, staff training will be required to ensure effective implementation.

The SOP was developed by analyzing best practices from established siren protocols in other municipalities. However, given that every city has unique geographical, environmental, and operational considerations, adjustments were necessary to align with the specific needs of Rolling Hills.

Described in the SOP are the potential threats to Rolling Hills and the City's alerting systems and tools, including outdoor sirens, the SAFE network and units, Everbridge (Alert SouthBay), Wireless Emergency Alerts (WEA), and RHCA's Dwelling Live. The SOP also defines roles and responsibilities, with the Incident Commander holding ultimate authority over evacuation warnings and orders, while the City Manager is responsible for activating public alerts. The pending Alert and Warning Standard Operating Procedure Manual will establish a succession plan, ensuring trained City staff have the capability and authority to activate the outdoor siren system when needed. As in an Emergency Operations Center (EOC) activation, City staff are legally required to serve as disaster service workers under California law.

As the City begins utilizing and testing the siren system, further practical insights will emerge regarding system performance, community response, and operational best practices. These real-world applications will provide a more comprehensive understanding of the system’s effectiveness, allowing staff to refine procedures, incorporate lessons learned, and enhance response strategies over time. Staff will continue to monitor the system performance, gather community feedback, and collaborate with emergency response partners to ensure the SOP remains up-to-date, adaptable, and aligned with the City's public safety objectives.

<u>SAFE Network Units</u>
Staff is seeking direction on the best path forward regarding the funding and implementation of the SAFE Network Units. A key consideration is whether the cost of these public safety enhancements should be fully covered by the City, passed entirely to residents, or approached through a cost-sharing model such as a subsidy or partial reimbursement program.

Council input is essential in determining the best approach to implementing these units within the community. If the City assumes full or partial financial responsibility for the units, several logistical and policy questions arise, including ownership and transferability. For instance, if a homeowner who has received a city-funded unit moves, would they be required to return the unit to the City, or would ownership transfer to the new occupant? Additionally, if the City retains ownership, what mechanisms would be in place to track and manage the units over time?

One potential advantage of having residents purchase the units themselves is that it eliminates any ownership and management concerns for the City. With this approach, the City would not need to coordinate, store, or track the units, and responsibility for maintenance and replacement would rest solely with the homeowners. Additionally, this would ensure that if a resident moves, the unit remains their property without requiring any return or transfer process.

This evening, the vendor is present to provide an overview of how their website can facilitate a seamless purchasing process for residents. Their platform would allow individuals to independently acquire SAFE Units, streamlining the process and reducing the administrative burden on the City.

FISCAL IMPACT:
The potential fiscal impact to the City depends on whether the City assumes the cost of the SAFE Network Units or if the expense is passed on to residents.

HQE has offered at-cost pricing for the SAFE Unit, up to 2100 Units (originally 700 Units).

At-costs pricing per Unit - $92.84, before other direct costs (8.75% tax, shipping/handling).
MSRP per Units - $142.95, before other direct costs (8.75% tax, shipping/handling).

Considerations:

- If the City covers the full cost, the total fiscal impact would depend on the number of units provided. For example, if 2,100 units were distributed, the total cost would be $210,000.
- If the City subsidizes a portion of the cost, the financial impact would vary based on the level of subsidy offered.
- If residents are responsible for purchasing their own units, there would be no direct cost to the City.

HQE awarded the City of Rolling Hills a Community SAFE Grant (CSG). This grant includes the installation of the SAFE Network System. The open market value of the grant exceeds $30,000.

CONCLUSION

Establishing a clear framework for funding, ownership, and accountability will be crucial in ensuring the long-term success and sustainability of this initiative. Council guidance on these issues will help shape a policy that balances public benefit with fiscal responsibility.

In summary, staff is requesting the City Council to take the following actions:

1. Receive and file the Alert and Warning Standard Operating Procedure (SOP)
2. Receive and file a status update on the Siren Project

3. Provide direction on the SAFE Network Units and determine the preferred funding approach for deploying SAFE Network Units within the community by selecting one of the following options:
    - Option A: The City fully covers the cost of the units.
    - Option B: Residents are responsible for covering the full cost of the units.
    - Option C: A cost-sharing approach is implemented, such as a subsidy program or partial reimbursement model t to distribute the financial responsibility between the City and residents.

RECOMMENDATION:
Receive and file SOP. Provide direction on implementing SAFE Units and determining cost responsibility.

ATTACHMENTS:
Attachment A - PS_EMP_241216_SIR_SOP_F(V-1).pdf
Attachment B - PS_SIR_250324_TEST_SUMMARY_250304.pdf
Attachment C - PS_SIR_250324_TEST_SURV_250304.pdf
Attachment D - CL_AGN_230706_HQE_SirenInstallation_F_A2_E.pdf
Attachment E - PS_SIR_250228_HQE_OutdoorSystem_FAQs.pdf
Attachment F - PS_SIR_250324_HQE_SAFE_GRANT.pdf

City of Rolling Hills

Alert and Warning Standard Operating Procedure (SOP)

1. PURPOSE

The purpose of this Standard Operating Procedure (SOP) is to establish clear, effective protocols for issuing emergency alerts and warnings to protect the safety of residents and visitors within the City of Rolling Hills. This document details the systems used, the responsible personnel, and the procedures for issuing alerts in the event of various types of emergencies, ensuring timely and accurate communication during situations that pose imminent threats to life or property. The SOP is intended for use by City staff, including emergency management and mutual aid partners, and serves as a guide to ensure that the appropriate actions are taken based on the nature and severity of the emergency.

The SOP will focus on the utilization of the Everbridge mass notification system, which is deployed through the City's Alert SouthBay partnership. It will also cover the use of Genasys**,** the Rolling Hills Community Association (RHCA) Dwelling Live system, and the newly installed outdoor warning sirens**.** These systems are integral to the City's emergency response infrastructure, enabling rapid and broad dissemination of critical information to the public. This procedure outlines when and how to activate these systems for various emergency scenarios, including natural disasters, civil disturbances, and public health emergencies.

2. SCOPE

This SOP applies to all departments and personnel within the City of Rolling Hills involved in the planning, execution, and management of public alerts and warnings. The procedure covers both internal coordination among City officials and the external dissemination of alerts to the public via multiple channels, including the Everbridge mass notification system, outdoor warning sirens, the Rolling Hills Community Association's Dwelling Live and coordination with media outlets. It also addresses coordination with neighboring jurisdictions as part of the Alert SouthBay initiative to ensure consistency and effectiveness in the dissemination of emergency information. Additionally, the Alert and Warning Standard Operating Procedure Manual outlines step-by-step procedures for city staff, emergency management personnel, and mutual aid partners to follow.

This document covers a wide range of primary and secondary threats specific to the City of Rolling Hills' geographic location, including:

Primary Threats:

Wildfire	Land Movement	Earthquake	Aftershock	Utility Disruptions

Secondary Threats:

Heavy Rain	Heavy Wind	Mudslides	Thunderstorm	Public Health	Civil Unrest

Each threat type will trigger specific alert protocols, which are designed to notify residents and visitors promptly and to provide clear, actionable guidance for ensuring safety.

3. THREAT OVERVIEW

The City of Rolling Hills faces several key threats that require tailored alert protocols, including primary and secondary threats.

Primary Threats:

Wildfire
Due to the City's proximity to brush and wilderness areas, wildfires are a significant threat. The Palos Verdes Peninsula, including Rolling Hills, is designated as a Very High Fire Hazard Severity Zone by the State of California Department of Forestry and Fire Protection. Wildfires can spread rapidly, requiring swift evacuation and sheltering procedures to protect life and property. Dry conditions combined with high winds can intensify these threats.

Land Movement
Historically, Rolling Hills has seen slow land movement and sinkholes occur within the City. Weather and unstable areas can increase the risk of landslides. If roads become compromised, residents could become isolated, due to the many cul-de-sacs within the City.

Earthquake
Located in Southern California, the City is prone to seismic activity. Earthquakes can occur without warning and result in severe structural damage, fires, and hazardous material releases.

Aftershock

Aftershocks, which follow major earthquakes, also present significant risks and require immediate response.

Utility Disruptions

An interruption or failure in the essential services that supply electricity, water, gas, or telecommunications to a community can have a destabilizing impact on a community. These disruptions can be caused by various factors, including natural disasters (such as wildfires, earthquakes, land movement or storms), infrastructure failures, maintenance work, or emergency situations. Power

outages, public safety power shutoff (PSPS), water service interruptions, gas supply disruptions and telecommunications failures are all forms of utility disruptions.

Secondary Threats:

Heavy Wind
The City occasionally experiences extreme wind conditions, which can result in downed power lines, falling trees, and flying debris. Winds exacerbate wildfire risks and make it more challenging to evacuate or to respond to emergencies.

Heavy Rain

When an area sees a high amount of precipitation in a short period of time, flooding can occur. If rain is heavy or prolonged the soil struggles to absorb the water efficiently and may overwhelm water infrastructures. Roads may become compromised, and homes may see damage. Flooding is the most common disaster in the United States.

Mudslide
During heavy rainstorms or after earthquakes, the hillsides surrounding the City are at risk of destabilization, leading to mudslides. These events can block roads, damage property, and pose life-threatening hazards to anyone in the affected areas.

Thunderstorm
Thunderstorms in Rolling Hills can bring heavy rain, lightning, strong winds, and hail, posing risks like flash floods, fires from lightning strikes, and power outages. These storms can also down trees and power lines, creating hazardous conditions. While typically brief, thunderstorms can escalate quickly, requiring fast response to ensure public safety.

Public Health Emergencies
Pandemics and other public health crises, such as disease outbreaks, and unsafe water quality require mass communication to ensure the public is aware of safety protocols, medical guidelines, and resource availability.

Civil Unrest
Although less common, civil unrest, active shooter situations or disturbances may occur, requiring shelter-in-place orders or guidance to avoid certain areas for public safety.

4. ALERT SYSTEM AND TOOLS

The City of Rolling Hills has alert systems and tools that require electricity, cellular signal, or access to the internet during an emergency. These alert systems include Everbridge Mass Notification System (via Alert SouthBay). The City of Rolling Hills may experience power and cellular outages during emergencies including Public Safety Power Shut-off (PSPS) incidents, adverse weather conditions, and heightened fire

conditions. Outdoor Warning Sirens are designed to notify residents when there is disruption to electrical power and cellular systems and operate using solar power and battery-backup capability. Due to the nature of an Outdoor Warning Siren, indoor audibility can vary. The Outdoor Warning Siren should be considered as a secondary warning method to be used with the City's primary notification system, Everbridge, when evacuation is imminent.

The City of Rolling Hills utilizes their alert systems that are coordinated and deployed based on the type and severity of the emergency. The two systems, Everbridge Mass Notification System and Outdoor Warning Sirens, are discussed below.

4.1 Everbridge Mass Notification System (via Alert SouthBay)

The Everbridge system allows for rapid dissemination of alerts through multiple communication channels, including phone calls, text messages, and emails. This system is employed for a wide range of emergencies, from weather advisories to evacuation warnings and orders.

- **Primary Use Cases**: Imminent threats to life or property, mandatory evacuation orders, and public safety announcements (such as shelter-in-place orders or road closures).
- **Capabilities**: Geographically targeted messaging, the ability to update information quickly, and real-time analytics on message delivery and response rates.

The Everbridge system is integrated with the broader Alert SouthBay initiative, enabling coordination with neighboring jurisdictions to ensure consistent messaging across City boundaries during region-wide emergencies.

4.2 Wireless Emergency Alerts (WEA)

WEA alerts are government-issued, geographically targeted messages sent to mobile devices to inform the public about critical emergencies. These alerts are designed to warn people about imminent threats, such as severe weather events, natural disasters, public safety emergencies, AMBER Alerts, and national security threats. WEA alerts do not require users to opt in and are broadcast through cell towers to reach affected areas, even if phone lines are congested. The alerts are issued by authorized government agencies, such as the National Weather Service (NWS), local emergency management, and public safety officials.

4.3 Outdoor Warning Sirens

The City has installed three strategically placed outdoor warning sirens to provide auditory alerts in the event of life-threatening emergencies.

Locations

- **City Hall – 2 Portuguese Bend Road**
- **Fire Station – 12 Crest Road West**

- **Crest Road East Gate – 3960 Crest Road East**

The sirens can broadcast clear, high-decibel tones followed by voice messages that provide specific instructions to situations that pose immediate risk to life or require evacuation including:

Use Cases: Wildfires, land movement, earthquakes and aftershocks, mudslides, heavy winds, heavy rains, thunderstorms, tsunamis, public advisements including public health, and civil unrest conditions that pose immediate risk to life or require evacuation.

- **Features**: Each siren is equipped with a tone alert and a clear voice broadcast messaging system that can be heard across large outdoor areas. Siren tones are followed by live or pre-recorded voice messages with instructions.
- **SAFE Network System**: This system is a public safety communications network designed to operate independently of cellular or AC power. It ensures uninterrupted communication between the City's leadership and residents, even during catastrophic events when traditional communication methods fail. The system operates through a decentralized, self-sustaining framework that uses advanced radio frequency technology to maintain reliable communication.
- **Indoor SAFE Units for Homes**: SAFE Units are compact, easy-to-install, ADA compliant devices designed to provide emergency alerts and critical information directly within residents' homes. These units serve as a vital link in the communication chain, ensuring that even during widespread outages or disasters, households remain informed and connected to City leadership and emergency services. The units are designed to operate with standard A.C. power and include a rechargeable backup battery.

  *When electricity and cellular signals are available, the Outdoor Warning Sirens will be used alongside Everbridge to ensure that people outdoors, as well as those indoors with mobile phones, and or other emergency communication devices receive critical information.

5. ROLES AND RESPONSIBILITIES

Effective execution of this SOP requires a clear delineation of roles and responsibilities among City departments and officials.

5.1 Incident Commander (IC)

The Los Angeles County Fire Department Incident Commander holds ultimate authority over the need for evacuation alerts and warnings. Responsibilities include:

- Tactical and operational responsibility or incident management, including the ability to activate sirens and other warning systems when the immediacy of the threat requires it for the protection of residents' lives.

5.2 City Manager (CM)

The City Manager or designated person holds authority over the activation of public alerts and warnings. Responsibilities include:

- In coordination with the IC, ensuring timely decision-making regarding evacuations, shelter-in-place orders, or other necessary actions during emergencies.
- Authorizing the use of Everbridge and outdoor warning sirens.
- Coordinating with the Emergency Operations Center (EOC) and other City partners to ensure appropriate response and resource allocation.
- Notifying utility partners.

5.3 City Council (CC)

The City Council plays a key role in policy decisions. The Council will provide direction and guidance to the City Manager. In an emergency the City Council may:

- Develop and recommend emergency mutual aid plans and agreements.
- Adjust ordinances, resolutions, rules and regulations as are necessary to implement such plans and agreements.
- Implement other emergency measures.

5.4 Emergency Services Coordinator (ESC)

The Emergency Services Coordinator is responsible for overseeing the technical and operational aspects of public alerts. This includes:

- Monitoring weather reports, seismic data, and other indicators of potential threats.
- Coordinating with Alert SouthBay to disseminate accurate, timely information via Everbridge.
- Ensuring that the outdoor warning sirens are tested regularly and remain operational.

5.4 Public Information Officer (PIO)

The Public Information Officer is tasked with drafting and reviewing all public messaging before dissemination to ensure clarity and accuracy. Specific responsibilities include:

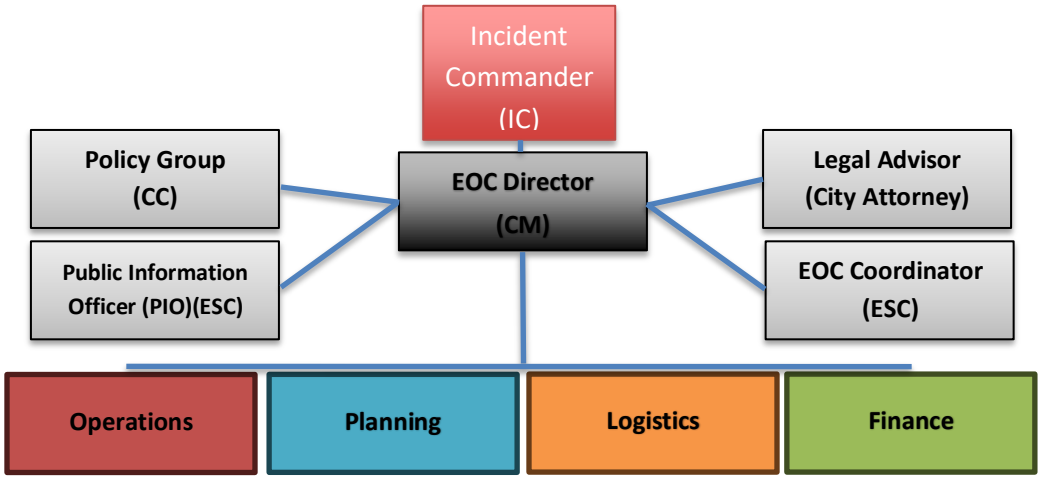
- Drafting messages for Everbridge and the outdoor sirens based on pre-scripted templates.
- Preparing City Council talking points.
- Serving as the liaison with news outlets, public relations firm, and ensuring accurate information is relayed through official channels.

5.6 Rolling Hills Community Association (RHCA)

The RHCA plays a key role in supporting the City's emergency response infrastructure. Responsibilities include:

- Assisting the City in the preparation of evacuation routes and execution of evacuation.
- As an additional resource to the City, calling Southern California Edison for downed power lines, and attending to fallen trees, and other hazards caused by high winds or earthquakes.
- Messaging residents on Dwelling Live at the City Managers request.
- Unlocking the closed Crest Gate as an evacuation exit.

5.5 Rolling Hills Emergency Operations Center (EOC) organizational chart



6. ALERT ACTIVATION PROCEDURES

The activation of alerts is critical for ensuring public safety during emergencies. The decision to activate alerts is based on the nature of the threat, the population affected, and the time available to respond. The following outlines the procedure for activating both the Everbridge system and the outdoor warning sirens. Please see Appendix B – Advisory, Warning, and Order Guidelines for alerting.

6.1 Everbridge Alerts

Activation of Everbridge involves several key steps to ensure accurate and timely dissemination of information:

- **Step 1: Threat Identification**
  The IC or ESC will assess the threat level and geographic area impacted, taking into consideration reports from local, state, and federal agencies (e.g., National Weather Service, USGS).

- **Step 2: Message Drafting**
  Using pre-scripted templates, the ESC or PIO will draft a message tailored to the specific emergency, providing clear instructions to the public on what actions to take. The message will include source information, details about the threat, protective actions, and the expected expiration of the alert.
- **Step 3: Authorization**
  The drafted message will be reviewed and approved by the City Manager or ESC. In a major event, the Area G DMAC and the Alert SouthBay Coordinator will also be consulted with.
- **Step 4: Message Dissemination**
  Once authorized, the ESC will activate the Everbridge system through the Alert SouthBay platform, ensuring that the message is distributed via all available communication channels, including text, email, phone calls, and social media.

6.2 Outdoor Warning Siren Activation

The outdoor warning sirens are primarily used for emergencies and are most useful in situations where there has been loss of electrical service. The following steps are used to activate the sirens:

- **Step 1: Assess the Need for Siren Activation**
  The IC will determine when an evacuation is necessary.
- **Step 2: Activation**
  If evacuation is required, the CM or designee will activate the sirens through the central control system. They will select the appropriate siren sound and pre-recorded message. *Refer to the Alert and Warning Standard Operating Procedure Manual for detailed instructions.
- **Step 3: Genasys and Everbridge**
  The ESC will send an Everbridge notification and update Genasys according to instructions given by the IC.
- **Step 4: Issue Follow-Up Instructions**
  After the sirens are activated, the ESC or PIO will ensure that additional instructions are disseminated through Genasys and Everbridge, including specific guidance on evacuation routes, shelter-in-place instructions, and emergency shelters.

7. MESSAGING GUIDELINES

Effective emergency communication requires clear, concise, and consistent messaging. The following guidelines apply to all public alerts issued by the City of Rolling Hills.

7.1 Pre-scripted Messages

Pre-scripted messages enable alerts to be delivered promptly while ensuring they contain all essential information. However, if an incident is not covered by the pre-scripted messages, alerts can be created in real-time at the discretion of the CM or their designee. Each message will include the following components:

- **Source**: Clearly identify that the message is from the City of Rolling Hills.
- **Threat Description**: Provide a brief but detailed explanation of the emergency (e.g., "Mudslide imminent in the [area].").
- **Protective Actions**: Instruct the public on what actions to take, such as "Evacuate immediately using Palos Verdes Drive."
- **Expiration Time**: Inform the public when they can expect updates or when the alert will expire.

Refer to **Appendix A** for pre-scripted message templates.

7.2 Language Accessibility

To ensure all residents, including non-English speakers and those with access and functional needs, can understand and act on the alerts, all messages will be:

- Translated into Spanish and other commonly spoken languages in the region, as required by Senate Bill 1078.
- Written in simple, non-technical language to avoid confusion.

8. COORDINATION AND COMMUNICATION

In large-scale emergencies, effective communication between the City of Rolling Hills and neighboring jurisdictions is crucial to prevent confusion and conflicting messages. Coordination efforts include:

- **Inter-Agency Coordination**
  The City of Rolling Hills will coordinate with neighboring jurisdictions as part of the Alert SouthBay partnership. This ensures consistent messaging across City boundaries and facilitate mutual support for evacuation efforts, sheltering, and public information dissemination.
- **Media Engagement**
  The PIO will maintain close contact with local news outlets to provide real-time updates and ensure accurate information is broadcasted to the public. Press releases will be coordinated with neighboring jurisdictions to present a unified message.
- **Residents**

The City of Rolling Hills will provide on-going communication with residents during the emergency using Alert SouthBay, the City of Rolling Hills website, RHCA Dwelling Live and other means (e.g. local television, radio, etc.).

- **Non-Emergent Communication**
  The City website will have a siren page which will list frequently asked questions (FAQs). The siren page will also present an educational video along with other pertinent information. Additionally, the City's Blue Newsletter will have a dedicated section that will remind residents of the siren's monthly testing and will refer to the City's website siren page for more information.

9. TESTING AND MAINTANANCE

Monthly siren tests have several purposes. These include verification that the siren is functioning, enabling listeners to learn the sounds used by outdoor warning sirens, and providing a trigger for immediate action drills by people at home. The following outlines the testing protocols for both the outdoor warning sirens and the Everbridge system.

9.1 Monthly Siren Test

The City of Rolling Hills will conduct tests of the outdoor warning sirens at the discretion of the CM. The tests will ensure that the sirens are operational and that the public is familiar with the sound and purpose of the sirens.

The test sequence is as follows:

1. **30-second tone** to signal the start of the test.
2. **Voice Announcement**: "This is a test of the City of Rolling Hills' Outdoor Warning Sirens. In the event of an emergency, the sirens will broadcast emergency alerts, providing details of the situation and instructions. This is only a test."
3. **30-second tone** following the voice announcement.

Pre-test protocol includes the following steps:

- Notify Rolling Hills residents announcing the test via Alert South Bay, the Blue Newsletter and Dwelling Live.
- Send a form letter email to the ESC of City of Lomita, Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills Estates and Torrance, announcing each monthly test the day prior to the actual test. Also send the email to:
  - The Captain and Rolling Hills assigned Deputy from the Lomita Sheriff's Station,
  - Division I Assistant Chief of the Los Angeles County Fire Department (LACOF) and Community Services Liaison,
  - The Rolling Hills Fire Station,
  - Alert SouthBay Administrator,

- Area G DMAC,
- Rolling Hills Community Association Manager and Gate Supervisor,
- Palos Verdes Peninsula Unified School District (PVPUSD),
- Miraleste Intermediate School,
- Peninsula Heritage School,
- Dapplegray Elementary School.

- Everbridge alert will be delivered two (2) hours prior to the test. This pre-scripted message should include the location, date, time and the duration of the test. Also, state that this is a test only and that no action is required.

9.2 Cancelation of Monthly Test

If, on the day of the siren test, the National Weather Service forecasts a threat of actual severe weather to the area within the six (6) hours prior and through the six (6) hours following the siren test, the test should be cancelled. Looming severe weather or other developing emergency situations are appropriate reasons to cancel siren tests to reduce public confusion. Cancellation reassures people that officials are actively monitoring developing situations and making appropriate adjustments when needed.

Required actions:

- Notify neighboring jurisdictions and recipients of the form letter email.
- Send out an Everbridge notification to all residents stating that the test has been cancelled.

9.3 Staff Training

All personnel responsible for managing and activating alert systems will participate in regular training sessions. This includes hands-on training with the Everbridge platform, protocols for issuing alerts, and operation of the outdoor siren system. Quarterly Everbridge training is required to maintain system access, while city staff will receive annual siren system training, with refresher courses provided after significant updates or changes to the alert systems.

9.4 Residents Training

All residents should receive on-going education in Rolling Hills emergency notifications. This training should include both SouthBay Alert and the Outdoor Siren System. Training should include how they will be notified when there is electrical power and cellular service, and when there is no power or cellular service. The Evacuation Procedures - Quick Reference Guide should be included in the training materials. Ideally, the training material should be a video and posted on the City of Rolling Hills website so that all residents, new and old, can view and learn about the emergency notification systems.

9.5 Revision of SOP

Identify if revisions to the SOP are necessary. If there is a need, required actions include:

- Propose changes
- Gather feedback from stakeholders
- Incorporate changes
- Submit the revised SOP to the City Manager for approval
- Communicate and train relevant personnel
- Keep thorough documentation of the revision process for compliance purposes
- Review periodically

CONTACT INFORMATION FOR PUBLIC ALERTS

Residents seeking additional information about the City's alert and warning systems can visit the City of Rolling Hills' official website at https://www.rolling-hills.org/ or contact the Emergency Service Coordinator, Samantha Crew, at the City Hall at 310 377-1521

APPENDIX A - PRE-SCRIPTED MESSAGE TEMPLATES

This appendix contains pre-scripted message templates for each major emergency scenario, including primary and secondary threats to Rolling Hills. Each template is designed to provide clear, actionable information to the public, ensuring that residents and visitors can take immediate steps to protect themselves during an emergency.

Alert Templates

Primary Threat	Advisory	Warning	Order
Wildfire	"Advisory: Fire danger is high today due to dry conditions. Avoid outdoor burning or activities that could spark a fire. Be vigilant and monitor conditions."	"Warning: A wildfire is burning near [specific area]. Conditions are favorable for the fire to spread. Be prepared to evacuate if necessary."	"Order: Wildfire approaching [specific area]. Evacuate immediately using [specific route]. Emergency shelters are open at [location]."
Land Movement	"Advisory: Increased risk of landslides due to recent weather. Avoid steep, unstable areas."	"Warning: Landslide risk elevated in [specific area]. Be ready to evacuate if the situation worsens."	"Order: Landslide occurring in [specific area]. Evacuate immediately and follow designated evacuation routes."
Earthquake	"Advisory: (Post event) There was an earthquake. Time to check your surroundings and your emergency supplies."	N/A (No watch equivalent for earthquakes as they are sudden events)	"Order: Major earthquake reported. Expect aftershocks. Avoid damaged structures and roads. Follow official instructions for safety."
Aftershock	"Advisory: Small aftershocks may occur following today's earthquake. Inspect buildings for damage and prepare for larger aftershocks."	N/A	"Order: Aftershock has occurred following the initial earthquake. Avoid entering buildings until they are declared safe. Follow evacuation orders if issued."

Secondary Threat	Advisory	Warning	Order
Mudslide	"Advisory: Heavy rains have loosened the hillsides. Be aware of the potential for small mudslides in vulnerable areas."	"Warning: Mudslide risk is elevated due to ongoing rain. Be ready to evacuate from hillside areas if conditions worsen."	"Order: Mudslide imminent in [specific area]. Evacuate immediately. Use [route] to exit the area. Shelters available at [location]."
Heavy Winds	"Advisory: Strong winds forecasted. Secure loose outdoor items and be cautious while driving."	"Warning: High winds could down trees and power lines in [specific area]. Prepare for possible outages and road closures."	"Order: Dangerous winds in [specific area]. Stay indoors, avoid travel, and be prepared for power outages."
Heavy Rains	"Advisory: Heavy rainfall expected. Localized flooding possible. Avoid low-lying areas and secure outdoor items."	"Warning: Heavy rains may lead to flooding in [specific areas]. Be ready to evacuate if necessary."	"Order: Flash flooding in [specific area]. Evacuate immediately and avoid flooded roads. Seek higher ground."
Thunderstorm	"Advisory: Thunderstorms expected this evening. Monitor weather updates and avoid outdoor activities."	"Warning: Severe thunderstorms possible in [specific area]. Be prepared for heavy rain, hail, and lightning."	"Order: Severe thunderstorms in [specific area]. Seek shelter immediately. Avoid outdoor activities and travel."
Tsunami	N/A (No advisory equivalent for tsunamis)	"Warning: Tsunami watch issued for coastal areas. Monitor updates and be prepared to move to higher ground."	"Order: Tsunami warning in effect. Evacuate immediately to higher ground. Avoid coastal areas and follow evacuation routes."
Public Health	"Advisory: Public health officials have identified an increase in flu cases. Practice good hygiene and stay home if sick."	"Warning: Public health officials warn of an escalating pandemic. Prepare for potential restrictions and monitor health updates."	"Order: Public health emergency declared. Follow health guidelines, avoid public gatherings, and stay updated for further instructions."
Civil Unrest	"Advisory: Large gatherings planned in [specific area]. Remain cautious and avoid the area if possible."	"Warning: Civil unrest is possible in [specific area]. Be prepared for potential disruptions or road closures."	"Order: Civil unrest occurring in [specific area]. Shelter in place and avoid all public areas until further notice."

APPENDIX B: ADVISORY, EVACUATION WARNING, and EVACUATION ORDER GUIDELINES

This appendix outlines the procedures and guidelines for issuing various levels of alerts, including Advisory, Evacuation Warning, and Evacuation Order. Each alert type is defined, with instructions on how to activate the appropriate alert systems, as well as the responsibilities of City officials in responding to each scenario. These guidelines ensure consistent, clear communication during emergency situations that threaten life or property.

1. DEFINITION AND DIFFERENCES

1.1 Advisory

An advisory is issued when a hazardous weather or hydrologic event is occurring, imminent, or likely. Advisories are for less serious conditions than warnings, that cause significant inconvenience and if caution is not exercised, could lead to situations that may threaten life or property.

Examples of Advisories:

- **Wind Advisory** - Issued when strong winds (but below warning levels) could cause hazardous conditions.
- **Heat Advisory** - Issued when high temperatures pose a risk of heat-related illnesses.

Use of Alert Systems:

- At the discretion of the CM, the City could utilize Everbridge or Dwelling Live to issue an advisory notification.

Responsibilities:

Step 1 – CM to determine whether an advisory notification should be issued.

Step 2 – If directed by the CM, the ESC/PIO will prepare the appropriate messaging for distribution via Everbridge or Dwelling Live.

1.2 Evacuation Warning

A warning means that it is time to prepare to leave your home and the area. Gather your family, pets, basic needs and important paperwork and listen for instructions from emergency responders. If you have special medical needs or have limited mobility, you should prepare to leave the area when an evacuation warning is issued. Those with horses or large animals should also begin to evacuate.

Examples of Evacuation Warning Conditions:

- **Wildfire Evacuation Warning** - Issued when wildfire is spreading in the area but has not yet reached residential zones.
- **Mudslide Evacuation Warning** - A storm is forecasted to cause mudslides, and there is a possibility that certain areas may need to be evacuated.

Use of Alert Systems:

- **Everbridge**: An Evacuation Warning should be sent via Everbridge, notifying residents of the potential need to evacuate. The message will advise residents to prepare for possible evacuation by packing essential items, arranging transportation, and staying informed about further developments. If residents have (large) animals, children or need additional time, this is the time to leave.
- **Outdoor Sirens**: Outdoor warning sirens are generally not activated for an Evacuation Warning. However, if there is no power or no cellular service, the sirens will be used to signal immediate action.

Responsibilities:

Step 1 - IC will issue an Evacuation Warning.

Step 2 – After consulting with the IC the CM or designee will:

In the case of an evacuation warning - Issue an evacuation warning through Everbridge.

*Block Captains are required to take care of themselves and their families first. If they have time, they may assist by communicating with residents directly to help them understand the warning and encourage preparation.

Evacuation Warning Example:

"Evacuation Warning: Due to the nearby wildfire, residents in the [specific area] should prepare to evacuate. Gather essentials, prepare and be ready to leave if conditions worsen. If you have (large) animals, children or need additional time, this is the time to leave. Stay informed by monitoring City alerts and emergency notifications."

2.2 Evacuation Order

An order is a directive from the Departments of Sheriff or Fire to leave your home or business immediately. Failure to follow an evacuation order may result in endangerment to the lives of others, personal injury, or death. Once you have left the area you will not be able to return until the order has been lifted.

Examples of Evacuation Order Conditions:

- **Wildfire Evacuation Order** - Actively threatening homes, and residents must evacuate immediately to avoid harm.
- **Mudslide Evacuation Order** – A mudslide has occurred, or is imminent, and poses an immediate danger to homes and roads in the area.

Use of Alert Systems:

- **Everbridge**: An Evacuation Order must be sent immediately via Everbridge, providing clear, direct instructions to evacuate without delay. The message will specify evacuation routes, shelters, and other critical information.

- **Wireless Emergency Alerts (WEA):** Authorities can send WEA alerts to any WEA-enabled mobile device in a locally targeted area. Alerting authorities who are authorized to send WEAs include state, local, tribal, and territorial public safety officials, the National Weather Service, the National Center for Missing and Exploited Children and the President of the United States.

- **Outdoor Sirens**: Outdoor warning sirens will be activated during an Evacuation Order to alert all residents in the affected area. Sirens will be followed by voice messages with specific evacuation instructions, including designated routes and shelters.

Responsibilities:

Step 1 - The IC will issue the Evacuation Order.

Step 2 - The CM will authorize the activation of outdoor warning sirens based on the advisement of first responders. The decision must be made quickly to minimize the risk to residents.

Step 3 - The CM will contact the RHCA Manager and Gate Supervisor and notify them of the evacuation routes to be used and also to ensure the locked Crest gate is open for evacuation.

Step 4 - The ESC will coordinate with emergency response teams to ensure that evacuation routes are clear and safe.

Step 5 - The PIO will draft and disseminate the Evacuation Order message, including evacuation routes, safe areas, and shelters. The PIO will also provide updates on social media and through media channels.

*Block Captains must evacuate.

Evacuation Order Example:

"Evacuation Order: Wildfire is approaching [specific area]. Residents must evacuate immediately. Use Palos Verdes Drive for evacuation. Emergency shelters are open at [location]. Follow instructions from emergency personnel. This is a mandatory evacuation."

3. MESSAGING GUIDELINES FOR EVACUATION ALERTS

3.1 Language and Clarity

- Messages must be clear and concise to ensure rapid comprehension by all residents. Avoid technical jargon, and provide instructions in simple, actionable terms.
- Evacuation warnings and orders should always include the following:
    - **Source**: Identify the City of Rolling Hills as the official source of the message.
    - **Location**: Clearly specify the affected areas and neighborhoods.
    - **Action**: Provide specific instructions, such as “prepare to evacuate” for warnings or “evacuate immediately” for orders.
    - **Routes and Shelters**: Include evacuation routes and available shelters when appropriate.
    - **Updates**: Inform residents when they can expect the next update or where they can get ongoing information.

3.2 Language Accessibility

- All evacuation warnings and orders should be translated into Spanish and other commonly spoken languages in the City of Rolling Hills.
- Messages should be accessible to individuals with disabilities, ensuring compliance with the Americans with Disabilities Act (ADA).

4. KEY DIFFERENCES BETWEEN EVACUATION WARNING AND EVACUATION ORDER

Alert Type	Description	Action Required	Use of Alert Systems
Evacuation Warning	A potential threat to life/property, voluntary evacuation recommended.	Residents should prepare to evacuate and take precautions, but evacuation is not mandatory. Residents with animals (large), children or those that need additional time should evacuate now.	Everbridge alert; sirens are not activated unless there is no power or cell service. Then, sirens must be used.

Evacuation Order	Immediate threat to life/property, mandatory evacuation required.	Residents must evacuate immediately to ensure their safety.	Everbridge alert; outdoor sirens activated with voice messages providing evacuation instructions.

5. RESPONSIBILITIES OVERVIEW FOR EVACUATION ALERTS

Role	Evacuation Warning	Evacuation Order
Incident Commander/ City Manager	IC issues Evacuation Warning/CM or designee issues emergency notifications.	IC issues Evacuation Order/CM or designee activates sirens and issues emergency notifications.
Emergency Services Coordinator	Sends alerts and monitors conditions.	Sends alerts and coordinates evacuation efforts, ensures routes are clear.
Public Information Officer (PIO)	Drafts the Evacuation Warning message for Everbridge.	Drafts the Evacuation Order, coordinates with media and social and develops talking points.
Block Captains	Assists with preparedness efforts in neighborhoods only if their families and personal obligations are addressed.	If there is an order to evacuate Block Captains are instructed to leave the city.

City of Rolling Hills - Rolling Hills SPL Survey Results

Date of Test: March 7, 2024
Test Conducted by: HQE Systems, Inc.
Prepared for: City Manager, City of Rolling Hills

1. Introduction

This report provides a comprehensive technical analysis of the Sound Pressure Level (SPL) performance validation test conducted by HQE Systems, Inc. on March 4, 2025, in the City of Rolling Hills. The purpose of this test was to:

- Validate the outdoor warning sirens' sound output against factory specifications under real-world conditions.
- Assess the influence of Rolling Hills' complex terrain and environmental factors on sound propagation.
- Identify potential coverage variations due to terrain, vegetation, or placement constraints.
- Confirm that the siren system is fully operational and capable of delivering effective outdoor notification.

The post-installation SPL verification test was conducted from 8:30 AM to 11:00 AM, with three sirens activated sequentially to measure sound pressure levels at multiple locations across the city. This test was executed using precision-calibrated ANSI Type 1 Sound Level Meters, ensuring an accuracy range of ±0.7 dB. Each test location was carefully selected to capture variations due to elevation shifts, acoustic reflections, and environmental attenuation factors.

The results confirm that the HQE sirens are performing within factory specifications, achieving intended SPL outputs in all areas without significant system deficiencies. Any identified reductions in SPL are attributable to physical obstructions such as terrain elevations, dense vegetation, or installation placement adjustments requested by the City.

This quality control (QC) test serves as an engineering validation to verify system integrity and baseline performance before a final acceptance test. HQE's analysis indicates that additional sound reinforcement in select locations may be considered to optimize performance in lower dB areas further, particularly where sirens were installed at reduced heights for aesthetic considerations.

As part of this review, HQE Systems will:

- Provide data-backed recommendations to maximize SPL uniformity.
- Offer guidance on potential adjustments to enhance propagation in terrain-affected areas.
- Support the city in selecting standardized Alarm Tones and messaging for resident familiarization.

2. Summary of Sound Pressure Level (SPL) Test Data and Resident Feedback

The SPL validation test included measurements at 13 distinct locations for the City Hall siren, with SPL readings recorded at varying distances and terrain features. The collected data reflects:

- SPL readings confirm that the City Hall siren is performing at factory-rated levels, averaging 75 dB across all locations. The maximum SPL recorded was 90 dB at 21 Saddleback Rd, demonstrating strong sound projection.
- The minimum SPL recorded was 67 dB at 11 Roadrunner Rd, where topographical interference caused minor attenuation.
- Terrain influences (elevated ridgelines, foliage, and valleys) create natural SPL deviations but do not indicate system malfunction.

The following table presents the detailed SPL measurements for the City Hall siren, including GPS coordinates, measured dB levels, and environmental observations.

City Hall Siren SPL Measurements

Test Site	Latitude, Longitude	Measured SPL (dBC)	Distance from Siren (m)	Environmental Observations
1-1	33.774844, -118.349002	**78**	400	Direct line-of-sight, strong propagation, minor tree reflections
2-1	33.771848, -118.350611	**81**	650	Elevated terrain aids projection, minor diffraction
3-1	33.769851, -118.353111	**74**	900	Slight attenuation from mild terrain obstruction
4-1	33.769203, -118.354537	**70**	1100	Partial acoustic shadowing near the ridgeline
5-1	33.769203, -118.354537	**76**	1200	SPL retention remains strong despite increased distance
6-1	33.772207, -118.342013	**90**	300	Maximum SPL recorded; direct line-of-sight location
7-1	33.769591, -118.337001	**76**	800	Topography supports high SPL retention
8-1	33.769638, -118.335004	**67**	950	Lowest SPL reading due to diffraction and minor valley shielding

9-1	33.767046, -118.342547	**74**	1100	The sound path follows an open corridor with consistent projection
10-1	33.763666, -118.340239	**72**	1200	Environmental noise influences perception of siren audibility
11-1	33.760068, -118.344962	**74**	1250	Retains expected propagation range with minimal decay
12-1	33.778543, -118.348422	**71**	1400	Gradual SPL reduction due to terrain
13-1	33.768532, -118.347457	**75**	1300	Strong SPL presence, meets expected thresholds

SPL Performance Metrics	Value
Average SPL	**75 dBC**
Maximum SPL	**90 dBC**
Minimum SPL	**67 dBC**

Key Engineering Observations

- **System Performance Validation:**
    - The City Hall siren meets factory output expectations, demonstrating consistent SPL delivery within its intended coverage range.
    - Peak levels of 90 dB confirm that the siren is functioning at optimal sound power levels as per factory specifications.
- **Influence of Environmental and Topographical Factors:**
    - SPL variations between 67-90 dB are entirely attributable to natural terrain and not to any system malfunction.
    - Acoustic shadowing occurs in low-lying terrain depressions, which is expected based on the geographic modeling of Rolling Hills.
    - Elevated ridgelines at specific test sites support enhanced SPL projection, aligning with the anticipated sound propagation model.

- **Confirmation of Outdoor Warning System Functionality:**
    - 75% of surveyed residents reported clear siren audibility during the test.
    - Indoor attenuation was consistent with standard sound absorption principles for modern construction materials.
    - No performance issues were detected in areas where terrain does not obstruct propagation**.**

The City Hall siren demonstrated strong acoustic performance, achieving SPL levels of 70 dB at distances up to 1400 meters, confirming its ability to project sound effectively across its designated coverage area. The average measured SPL was 75 dB, aligning with factory-rated performance expectations. The lowest recorded SPL of 67 dB occurred at the eastern end of Roadrunner Road (Site 3), where terrain elevation partially obstructed the direct sound path from the siren, resulting in localized attenuation. Notably, a measurement taken just 800 feet west of Site 3 registered at 76 dB, reinforcing the conclusion that terrain fluctuations—not system deficiencies—are the primary cause of minor SPL variations in this area. One resident in this northeastern region provided feedback indicating that the alarm and message tones were perceived as too low. However, supplementary SPL readings taken at surrounding sites (1, 2, and 4) consistently measured above 74 dB, demonstrating that the system is producing expected sound levels across the broader area.

The East Gate siren demonstrated strong performance, with an average SPL of 74 dB across all tested locations. The highest recorded SPL was 90 dB at 92 Crest Rd E (Site 10-1), indicating optimal sound projection in unobstructed areas. The lowest SPL reading of 66 dB occurred at Site 9 (5-9 Eastfield Dr), which is located within a low valley approximately 1400 meters from the East Gate siren. This topographical shielding naturally attenuates sound propagation, which explains the localized reduction in SPL.

A resident at 1 Hummingbird Lane reported that the siren was not audible indoors. However, on-site outdoor measurements at Site 9 confirmed an SPL of 66 dB, with both the siren tone and voice messages remaining clearly detectable outdoors. This aligns with expectations, as standard outdoor warning systems are optimized for external notification, with indoor audibility naturally affected by building insulation, window materials, and ambient indoor noise.

Additional block captain feedback supported the measurement data, with a positive report from the Junction of Caballero and Maverick, where residents described the siren level as "very good" outdoors. The SPL measurement at nearby Site 9-1 (1 Caballeros Rd) recorded a level of 70 dB, confirming consistent outdoor coverage in that vicinity.

Given the unique topography of the Eastfield Gate area, where valley shielding results in localized SPL reductions, HQE recommends exploring potential system expansion options to reinforce coverage if approved by the City. This could include additional siren placement or directional speaker deployment to mitigate terrain-based attenuation effects.

East Gate Siren SPL Measurements

Test Site	Latitude, Longitude	Measured SPL (dBC)	Dominant Siren	Approximate Address
Test 1 - Site 9-1	33.751746, -118.342862	**70**	East Gate	1 Caballeros Rd, Rolling Hills, CA 90274
Test 1 - Site 10-1	33.748002, -118.337083	**90**	East Gate	92 Crest Rd E, Rolling Hills, CA 90274
Test 1 - Site 11-1	33.750313, -118.338977	**72**	East Gate	79 Eastfield Dr, Rolling Hills, CA 90274
Test 1 - Site 12-1	33.751788, -118.338241	**76**	East Gate	67 Eastfield Dr, Rolling Hills, CA 90274
Test 1 - Site 13-1	33.75388, -118.33724	**70**	East Gate	57 Eastfield Dr, Rolling Hills, CA 90274
Test 2 - Site 9	33.759779, -118.332747	**66**	East Gate	5-9 Eastfield Dr, Rolling Hills, CA 90274
Test 2 - Site 10	33.754752, -118.335069	**72**	East Gate	37 Eastfield Dr, Rolling Hills, CA 90274

SPL Performance Metrics	Value
Average SPL	**74 dBC**
Maximum SPL	**90 dBC**
Minimum SPL	**66 dBC**

Technical Analysis of East Gate Siren Performance

The East Gate siren exhibited strong performance, delivering an average SPL of 74 dB across all measured locations. The system reached its maximum SPL of 90 dB at 92 Crest Rd E (Site 10-1), demonstrating excellent sound propagation under optimal conditions.

The lowest recorded SPL of 66 dB occurred at Site 9 (5-9 Eastfield Dr.), which is located in a low valley approximately 1400 meters from the East Gate siren. This topographical shielding naturally attenuates sound propagation due to terrain-induced diffraction and absorption effects. Despite this, outdoor sound levels remained within the expected functional range.

One resident at 1 Hummingbird Lane reported that the siren was not audible indoors. However, on-site outdoor SPL readings at Site 9 confirmed an SPL of 66 dB, with both siren tones and voice messages

clearly perceptible in an open-air environment. This aligns with established acoustic propagation principles, as outdoor warning sirens are optimized for external coverage, and indoor attenuation is influenced by factors such as building insulation, window thickness, and ambient indoor noise levels.

Block Captain Feedback & Corroborating SPL Readings

Independent feedback from block captains in the test region corroborates the SPL data findings. Residents reported that the siren levels were “very good” outdoors at the Junction of Caballero and Maverick. This aligns with SPL readings taken at Site 9-1 (1 Caballeros Rd), where the measured level was 70 dB.

Fire Station Siren SPL Measurements

Test Site	Latitude, Longitude	Measured SPL (dBC)	Dominant Siren	Approximate Address
Test 2 - Site 6	33.763768, -118.349343	**67**	City Hall	Portuguese Bend Rd, Rolling Hills, CA 90274
Test 2 - Site 8	33.758015, -118.340928	**67**	Fire Station	11 Bowie Rd, Rolling Hills, CA 90274
Test 1 - Site 6-1	33.758062, -118.349074	**67**	Fire Station	42 Portuguese Bend Rd, Rolling Hills, CA 90274
Test 1 - Site 7-1	33.757146, -118.354258	**91**	Fire Station	12 Crest Rd W, Rolling Hills, CA 90274
Test 1 - Site 8-1	33.755427, -118.347531	**53**	Fire Station	2 Georgeff Rd, Rolling Hills, CA 90274
Test 2 - Site 14	33.764826, -118.356489	**67**	Fire Station	98-76 Buggy Whip Dr, Rolling Hills, CA 90274
Test 2 - Site 15	33.765718, -118.351752	**67**	Fire Station	18-16 Upper Blackwater Canyon Rd, Rolling Hills, CA 90274
Test 2 - Site 17	33.748354, -118.345176	**65**	Fire Station	10-4 Southfield Dr, Rolling Hills, CA 90274
Test 2 - Site 18	33.748128, -118.352508	**67**	Fire Station	70 Portuguese Bend Rd, Rolling Hills, CA 90274
Test 2 - Site 19	33.751844, -118.350305	**59**	Fire Station	56 Portuguese Bend Rd, Rolling Hills, CA 90274

Test 2 - Site 11	33.762097, -118.365369	**73**	Fire Station (New Speaker)	52-48 Crest Rd W, Rolling Hills, CA 90274
Test 2 - Site 12	33.76466, -118.35887	**73**	Fire Station (New Speaker)	Rolling Hills, California
Test 2 - Site 13	33.766401, -118.364148	**66**	Fire Station (New Speaker)	35-1 Morgan Ln, Rolling Hills, CA 90274

SPL Performance Metrics	Value
Average SPL	**68 dBC**
Maximum SPL	**91 dBC**
Minimum SPL	**53 dBC**

Technical Analysis of Fire Station Siren Performance

The Fire Station siren exhibited expected sound propagation, given its adjusted placement. The average SPL across all test locations was 68 dB, with the highest recorded level reaching 91 dB at Site 7-1 (12 Crest Rd W). The lowest SPL was recorded at Site 8-1 (2 Georgeff Rd), measuring 53 dB, attributed to terrain obstructions and installation height constraints.

The original installation plan positioned the siren on the shoulder of Crest Road at a height designed to optimize acoustic coverage. However, at the City's request, the siren pole was lowered by approximately 20 feet to reduce its visual impact, which negatively affected its ability to project sound effectively into the southern portion of the coverage area.

This height reduction and tree cover have resulted in attenuation effects, particularly in the southern 'Flying Triangle' area. The SPL results demonstrate that the siren's sound waves are blocked by surrounding terrain and vegetation, preventing the system's full power from reaching downhill locations.

A new speaker was installed on the siren pole and oriented along Crest Road to the west, improving coverage in that direction. Sites 11 and 12 (52-48 Crest Rd W and Rolling Hills, CA) both recorded 73 dB, confirming that the new speaker is effectively reinforcing sound propagation along the roadway.

Resident Feedback and Corroboration with SPL Measurements

- A block captain at 19 Southfield Dr. reported that the siren was faint in their area, aligning with the measured SPL of 65 dB at Site 17.
- A resident at 33 Portuguese Bend Rd. noted that the siren became "clearer and easier to hear" when they opened a sliding glass door, confirming that indoor sound attenuation is a contributing factor.

Key Findings and Technical Analysis

1. Resident Survey Findings

A total of 80 residents participated in the Test Day survey, providing valuable insight into the perceived audibility and effectiveness of the siren system. Key findings include:

- 75% (61 residents) confirmed hearing the alarms and messages during the test. This demonstrates that the siren system is effectively reaching a majority of the community.
- 71% of respondents were indoors at the time of testing, which aligns with known attenuation effects for outdoor warning sirens when heard from inside a structure.
- Only 32% of residents reported having received or read the Outdoor Warning Sirens FAQs, while 68% were unaware of their existence.
- 56% of respondents requested a copy of the FAQs, indicating a need for improved resident education and distribution of emergency alert information.
- 31 residents expressed willingness to support system expansion on their property, reflecting a community-driven interest in improving coverage in lower dB areas.

These findings confirm that while the current siren system is functioning effectively outdoors, resident education remains a critical component of overall emergency preparedness.

2. Topographical Impact on Sound Propagation

The complex terrain of Rolling Hills presents natural acoustic challenges, particularly in regions where elevation variance and terrain shadowing impact sound wave propagation. The following areas were identified as having SPL reductions due to natural obstructions:

- The southeastern corner of Rolling Hills at the end of Roadrunner Rd. – This area experiences partial acoustic shadowing, leading to lower measured SPL levels.
- At the easternmost end of Eastfield Drive, similar sound attenuation effects were observed due to terrain interference.
- North and south of the Fire Station siren – SPL measurements were 3 to 5 dB lower than expected, directly correlated to the siren's adjusted placement, which reduced its overall height and subjected its sound path to obstructions from hills and tree cover.

These findings do not indicate system deficiencies, but rather highlight the expected acoustic behavior in areas where terrain diffraction and absorption naturally reduce sound energy.

3. Indoor Attenuation and Building Characteristics

As anticipated, indoor audibility was lower than outdoor levels, particularly in areas where the siren system registered SPL readings between 60-68 dB outside.

- Indoor attenuation is consistent with expected values; materials such as modern insulation, double-pane windows, and structural barriers absorb and reduce external noise penetration.
- Ambient indoor noise further masked the siren's tones, meaning that background sounds inside homes (HVAC systems, household activities, and appliances) contributed to reduced perception of the alert tones in some locations.

These observations align with industry expectations for outdoor warning systems, which are engineered to prioritize external notification rather than indoor coverage.

4. Ambient Community Noise Levels

Additional ambient noise sources within Rolling Hills were observed to contribute to situational sound masking in specific test locations.

- High-traffic and work-related noise levels (e.g., landscaping equipment, leaf blowers, and chainsaws) measured between 85-90 dB in some locations, temporarily masking siren tones for individuals positioned within close proximity to the noise sources.
- As distance from the noise sources increased, siren tones became clearly perceptible again. The sirens remained distinguishable and effective in areas where background noise levels were measured between 60-70 dB.

This confirms that while short-term noise interference may occur in isolated conditions, the siren system retains a strong outdoor presence across the majority of its coverage area.

Recommendations for Enhanced Coverage

To further optimize system performance and ensure maximum reach, HQE recommends the following enhancements:

1. **Strategic System Expansion**
    - Additional sirens or directional speaker reinforcement could be installed in terrain-affected “shadow zones” to support sound propagation in lower dB areas further.
    - Mobile speaker testing should be conducted to identify the most effective expansion points.
2. **Vegetation Management for Unobstructed Sound Paths**
    - Tree pruning and vegetation clearing in key obstruction zones will help reduce sound absorption and improve propagation efficiency near impacted siren locations.
3. **Implementation of Parallel Alerting Channels**
    - Expanding HQE’s SiSA platform to integrate SMS notifications, SAFE network devices, and additional communication pathways will ensure that residents in lower dB areas receive critical emergency alerts through multiple channels.
4. **Resident Education & Monthly Testing Awareness**
    - An enhanced public education campaign should be implemented to ensure that residents understand:
        - The outdoor design intent of the system.
        - Expected variations in indoor audibility.
        - Proper emergency response actions when sirens are activated.
    - Monthly testing should include pre-announced siren drills to increase resident awareness and familiarity with the system.

5. **Publication and Distribution of FAQs**

    - Since 68% of residents were unaware of the siren system's FAQs, HQE recommends a wider distribution strategy, including digital access via the City's website, social media, and printed copies available at community centers.

Conclusion

March 4, 2025, siren system test confirms that HQE's Outdoor Warning Siren System is fully operational and performing within factory-rated sound output expectations. The system successfully provides broad outdoor coverage across Rolling Hills, with measured SPL readings aligning with the designed performance standards.

The only identified SPL variations are directly correlated to natural terrain influences and the city-directed installation adjustments, particularly at the Fire Station siren, where aesthetic placement constraints reduced the overall height of the siren pole, resulting in localized sound attenuation.

Despite these environmental influences, the siren system remains a highly effective outdoor emergency notification solution. The test data and resident survey feedback confirm the following:

- 75% of residents heard the siren system during the test, reinforcing its effectiveness as an outdoor alerting mechanism.
- All SPL reductions align with known acoustic behaviors influenced by terrain, building materials, and vegetation rather than system malfunction.
- Residents have demonstrated interest in system expansion, with 31 willing to support additional siren installations on their properties to enhance coverage.

To further refine and optimize coverage, HQE has outlined technical recommendations, including strategic system expansion, vegetation management, multi-channel alerting, and expanded resident education initiatives. These enhancements, if implemented, will ensure that the Rolling Hills siren system continues to provide maximum safety and awareness for the community.

HQE remains fully committed to the City of Rolling Hills in delivering a world-class outdoor warning system and is actively preparing to conduct further acoustic evaluations and expansion studies to ensure that all residents are optimally covered in future activation scenarios.

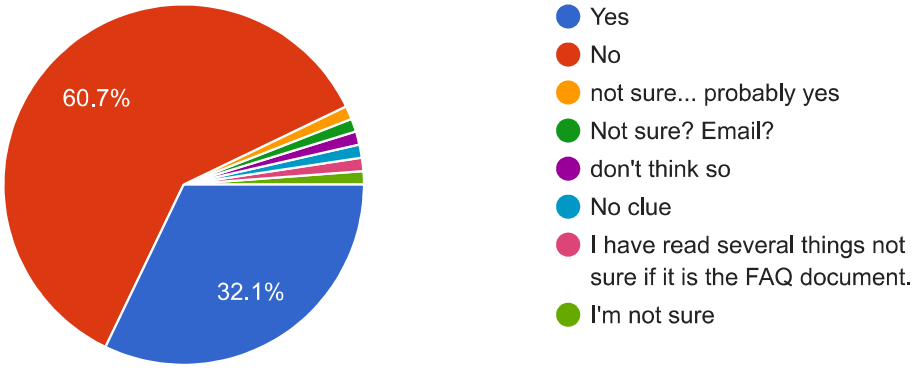
Outdoor Warning Sirens

84 responses

Have you received a copy of our Outdoor Warning Sirens FAQ document, which provides important information about their purpose and functionality?

Copy

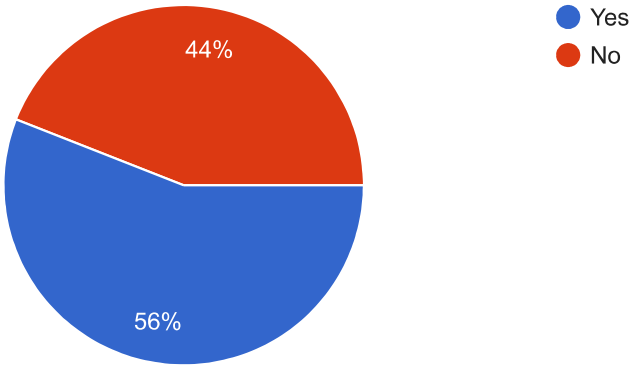
84 responses



If you have not received a copy of our Outdoor Warning Sirens FAQ document, would you like us to provide one for you?

Copy

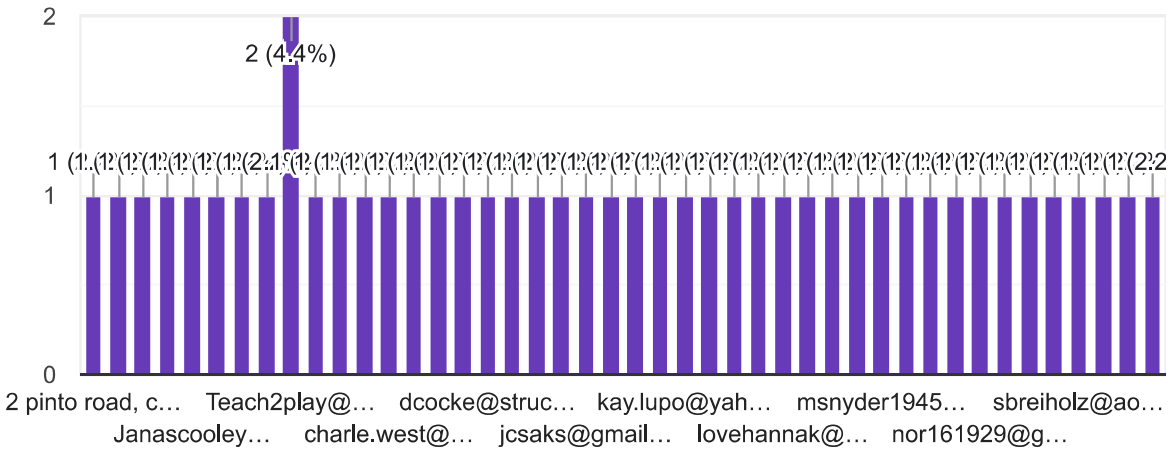
84 responses



If yes, please provide your email address so we can send you a copy of the Outdoor Warning Sirens FAQ document.

Copy

45 responses



Outdoor Warning Sirens - Test Feedback

Please provide your address for the purpose of Outdoor Warning Sirens testing feedback. (Street Number and Street Name)

84 responses

1 Maverick Lane

3 Acacia Rd.

12 Johns Canyon

70 Portuguese bend road

9 Georgeff road

7 Chuckwagon Road

11 WAGO LANE

44 Portuguese Bend Road

1 Johns Canyon Road

17 chuckwagon

2 Middleridge Ln S.

19 Chuckwagon Road

Lisa Levine 25 Caballeros Road

5 appaloosa lane

2 pinto road rolling hills ca 90274

3 El Concho Lane

8 Hackamore Road

city hall

1 WIDELOOP RD. ROLLING HILLS 90274

5 Packsaddle Road West

1 Caballeros Road

2 Poppy Trail

7 pine tree ln

4 Johns Canyon

25 Eastfield Drive

59 Crest Rd East

1 Hummingbird Land 90274

22 Cinchring Rd.

22 Georgeff Rd

2 Portuguese Bend Road, Rolling Hills, CA, USA

16 Chuckwagon

1 Ringbit Rd W

41 Crest Road West

67 Crest Rd E

41 crest road west

9 wagon lane

4 Poppy Trail

19 Bowie Rd

1 Chuckwagon Road

1 morgan ln, Rolling hills.

15 MIDDLERIDGE LANE NORTH

26 chuckwagon road rolling hills

63 Crest Rd. east

2 Saddleback Road

3 Flying Mane Road

1 openbrand rd.

22 middleridge Ln N

36 saddleback rd

9 Chuckwagon Road

4 Cinchring

22 Georgeff

87 Eastfield Drive

10 Johns Canyon Rd.

14 Portuguese

15 Cinchring Road

7 caballeros rd.

18 Outrider Road

18 Chuckwagon

74 Eastfield Dr.

54 Saddleback Rd

3 Ringbit west

26 Caballeros Rd

4 Georgeff Rd

8 Cinchring Rd

23 Buggy Whip Dr

72 Eastfield Dr, Rolling Hills, CA

85 eastfield dr

6 Upper Blackwater Cyn. RD

33 Portuguese Bend Road

49 Saddleback Rd

17 Middleridge Lane South

19 Southfield Drive

15 Georgeff Rd

45 Saddleback road

2 Chuckwagon

15 Buggy Whip Drive

11 Portuguese Bend

14 Cinchring

5 Chuckwagon

2 Buggy Whip Drive

8 Caballeros Road

33 Crest Road West

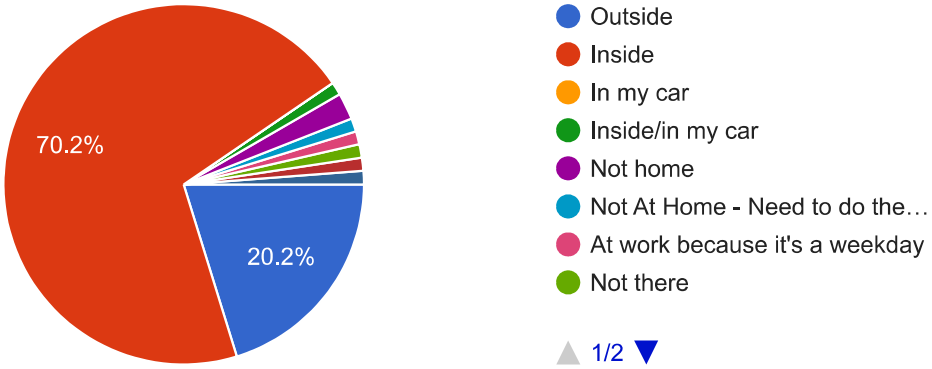
10 flying mane road

1 bowie road

Where were you located at the time of the outdoor warning siren test?

Copy

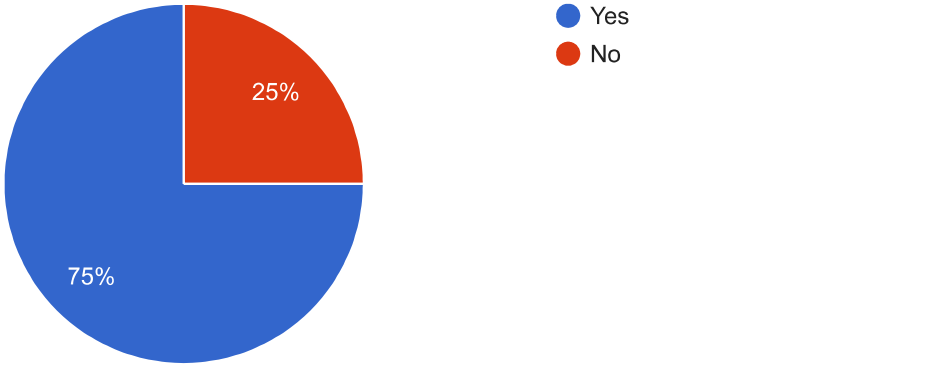
84 responses



Were you able to hear the Outdoor Warning Sirens during the test?

Copy

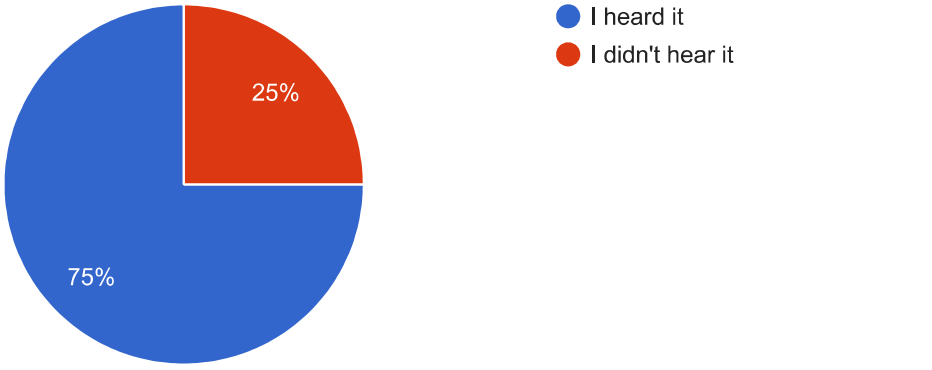
84 responses



How would you describe the clarity and audibility of the Outdoor Warning Sirens alert during the test?

Copy

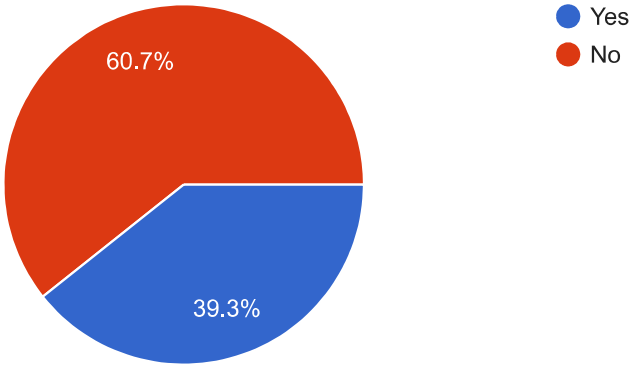
84 responses



To enhance community alerting, HQE may consider installing smaller outdoor warning sirens on shorter poles in certain areas. Would you be open to having a smaller pole and speaker installed on your property to help improve alert coverage in your zone?

Copy

84 responses



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CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 26th day of June 2023 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and HQE Systems Inc. a California corporation located at 27419 Via Industria, Temecula, CA 92590 "CONSULTANT."

1. RECITALS:

A. The CITY desires to contract the CONSULTANT to provide the design, procurement and installation of a turnkey emergency communications system for the City of Rolling Hills.

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

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

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

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the attached Exhibit A. The end result of the services shall include a turnkey emergency communications system which includes, but is not limited to; (i) three, 50 foot speaker towers (two directional and one omnidirectional) equipped with intelligible voice and tone capability at the three locations identified in Exhibit A and referred to as the First Station Tower, Easter Gate Tower and City Hall Tower which shall result in a system that, at a minimum, produces the specified Sound Pressure Level identified by the Original Equipment Manufacturer to ensure proper coverage. Outside of extraordinary circumstances on a property (*e.g.* loud generator, wall of 100' trees covering the perimeter of a property, *etc.*), CONSULTANT warrants that the system is designed to reach 70 dB at each residence in the City; (ii) speaker/audio system that can provide the listed decibel levels throughout the City as described in Exhibit A; (iii) system that can be managed and activated via an Advanced Communication Module (ACM) to remotely access, control and activate via a secure portal; (iv) reasonable efforts such that the system may be integrated with other regional alert systems which may require additional costs (collectively referred to as "SERVICES").

To the extent this Agreement conflicts with Exhibit A, or any other exhibit, this Agreement shall control.

3. COST

The CITY agrees to pay CONSULTANT for all the work contemplated by this AGREEMENT in the amount of Two Hundred Sixty One Thousand Dollars ($261,000.00). The cost is more particularly described in Exhibit A. This fee includes all expenses, consisting of all local travel, attendance at meetings, printing and submission of any plans or any other documents required by the Scope of Work. Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed within (30 days) of submitting an uncontested invoice to CITY for SERVICES. CONSULTANT shall submit invoices per the approved project milestones. Milestones include 50% upon parts on order. 40% upon installation. Final 10% upon full test and acceptance by the CITY. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

CONSULTANT may employ qualified independent subcontractor(s) to assist CONSULTANT in the performance of SERVICES with CITY's prior written approval.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this AGREEMENT upon execution of this AGREEMENT.

7. PERFORMANCE TO SATISFACTION OF CITY

CONSULTANT agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified.

8. COMPLIANCE WITH LAW

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

(A). Federal Requirements

In the event federal funds are used to fund all or a portion of this contract. The CONSULTANT shall comply with all federal requirements including, but not limited to, the following:

(i). 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(ii). Federal Contract Provisions attached hereto as Exhibit B and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

(B). CONSULTANT is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. CONSULTANT shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the CONSULTANT and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the CONSULTANT and all subconsultants performing such services must be registered with the Department of Industrial Relations. CONSULTANT shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

9. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's office during the contract period and thereafter for five years from the date of final payment.

10. OWNERSHIP OF DATA

All data, designs, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

11. TERM OF CONTRACT

The term of this Agreement shall be from the effective date of this Agreement to December 31, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon notice from the City.

12. TERMINATION

This contract may be terminated by the CITY with or without cause upon fourteen (14) days written notice to the CONSULTANT. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

13. ASSIGNABILITY

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

14. AMENDMENT

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

15. NON-SOLICITATION CLAUSE

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

16. INDEMNITY

CONSULTANT shall indemnify and save harmless CITY, its elected and appointed officers and employees from all claims, damages, suits, cost or actions of every name, kind or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of CONSULTANT, it officers, agents, employees and/or servants in connection with this AGREEMENT.

CITY shall indemnify and save harmless CONSULTANT, its officers, agents, employees, and servants from all claims, damages, suits, costs or actions of every name, kind, or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of the CONSULTANT, its officers, agents, employees, and/or servants in connection with this AGREEMENT.

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

17. INSURANCE

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

i. Automobile Liability Insurance with minimum coverage of $300,000 for property damage, $300,000 for injury to one person/single occurrence, and $300,000 for injury to more than one person/single occurrence.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this AGREEMENT, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $500,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. CONSULTANT shall require all subcontractors who are hired by CONSULTANT to perform the SERVICES and who have employees to similarly obtain Worker's Compensation Insurance for all of the subcontractor's employees.

iv. Professional Liability Insurance for CONSULTANT that at a minimum covers professional misconduct or lack of the requisite skill required for the performances of SERVICES in an amount of not less than $500,000 per occurrence.

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

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

D. Primary Insurance. The insurance required in paragraphs A (i) and (ii) shall be primary and not excess coverage.

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

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. INDEPENDENT CONTRACTOR

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

any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

21. ENTIRE AGREEMENT OF THE PARTIES

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

22. NOTICES.

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

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

CONSULTANT: HQE Systems, Inc.
Attn: Qais Alkurdi
27419 Via Industria
Temecula, CA 92590

23. GOVERNING LAW

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

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

CITY OF ROLLING HILLS

CITY MANAGER

ELAINE JENG, PE

DATE: 07/07/2023

CONSULTANT

DATE: 07/06/2023

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN, CITY ATTORNEY

Exhibit A

Scope of Work and Cost

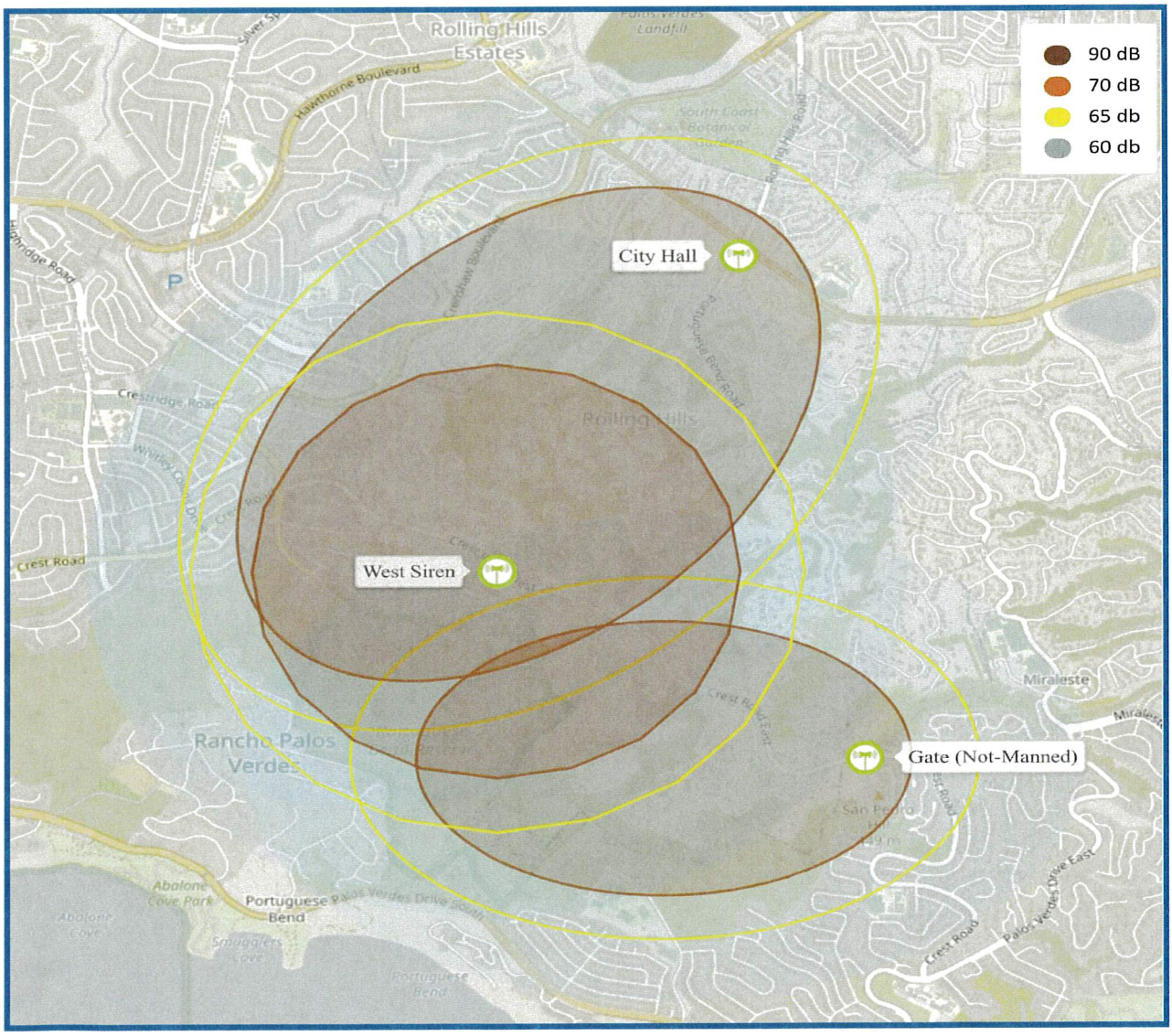
NOT FOR GENERAL RELEASE TO THE PUBLIC

PROPRIETARY PRICING AND SENSITIVE TECHNICAL SYSTEMS INFO FOR THE CITY

City of Rolling Hills, CA
June 21, 2023

New proposed installation locations

1. City Hall
2. Crest Rd. East
3. Crest Rd. West



Speaker Types: Intelligible Voice & Tone

- Intelligible Voice and Tone Sirens
    - Make/Model: SiRcom, Line Arrays

Power: Battery System

- No SCE electrical support requirements
- The system is engineered to provide the City with a full operational capability without any AC main power source for charging. All charging will be done through solar power.

Comms: Advanced Communications Module (ACM)

- The system will be managed and activated via the SiRcom Advanced Communications Module (ACM). The ACM is an advanced communications

Discounted Price: $261,000.00 (Full turnkey installation), includes the following:

- Equipment to be proposed
    - QTY 3, Intelligible Voice and Tone Siren Systems
        - Full battery operated with solar charging
        - Real-time systems health monitoring
        - Mounted on Class II wood poles
    - QTY 1, Central Control Station (CCS) - siren activation software
        - On-Premise solution
        - Includes: Cloud-based activation solution to allow for access to the system by authorized administrator
- Services to be proposed
    - Design support
    - Installations labor
    - Training for City administrators
    - Test and Turnover
    - Full community outreach package
        - Marketing assets (flyers, information brochures)
        - Social media post templates
        - Video templates
        - PR release templates
    - 1 Year Full Warranty

Options

Yearly Maintenance: $13,981.00 per year

- Hassle free maintenance service
    - Annual preventive maintenance visit
        - Manufacturer's standard testing
        - Cleaning of all of the parts (clean, grease, seal)
        - Replace degraded or damaged parts
    - As required corrective maintenance support (remote and onsite)

- No cost to replace any faulty parts (Act of God, Vandalism, Unauthorized Repairs/Access by the City or 3rd Party Vendor not covered), includes:
    - Siren parts
    - Solar charging parts
    - 12V batteries
    - Wires, cabling, and consumable parts

- Up to 5 hours of annual refresher training for the activation software

- Annual data usage for Satellite and Cellular Communications (estimated annual cost for QTY 3 sirens and QTY 1 central control station (activation software): ~$500/Year

Exhibit B

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

   (A) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

   (B) Affirmative steps shall include:

      (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

      (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

      (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

      (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

      (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

   Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City. Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. **COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

(A) If any indirect costs will be charged to the City under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. **ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)**

(A) Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, City, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records.

(B) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(C) The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(D) In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

4. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)**

(A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of $10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the City, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

(i) Termination for Convenience. The City may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the City, the City shall compensate Consultant for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the City to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

(ii) Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the City shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the City may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the City may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the City as of the date the City provides the Notice of Termination. In such case, the City shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the City's corrective action, including reasonable overhead, profit and attorneys' fees.

(iii) Reimbursement; Damages. The City shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's performance of the work.

(iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the City and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. Consultant acknowledges the City's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the City's termination of this contract. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If City terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but

not limited to, any claim for consequential damages or lost profits. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

(B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(ii) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

(iii) Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

(iv) Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will *be* binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

(D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this contract is in excess of $100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and

provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution

of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the City.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection City Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

(G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the

OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

(H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of $100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds $100,000.00, Consultant shall file with the City the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(I) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5. **MISCELLANEOUS PROVISIONS**

(A) The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(B) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(C) Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

(D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

(E) <u>General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments</u>.

(i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.

(ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

VETERAN OWNED
HQE SYSTEMS

CITY OF ROLLING HILLS, CALIFORNIA

FAQ

Outdoor Warning Sirens

This FAQ incorporates all potential resident questions and provides clear, actionable answers.

1 General Information

What are outdoor warning sirens?

Outdoor warning sirens are loud, fixed alert systems designed to notify people outdoors about emergencies. HQE Systems' sirens emit tones and clear voice messages, providing actionable information to residents about imminent threats like severe weather, wildfires, or hazardous material incidents.

Why does our community need outdoor warning sirens?

Sirens are a vital part of the community's emergency notification system. They alert people outdoors to life-threatening situations, giving them time to seek shelter or evacuate. Sirens complement other alert systems, ensuring residents are informed even during communication failures like overloaded cellular networks.

Why are outdoor warning sirens relevant today?

Sirens are an essential safety tool, particularly during events like power outages, natural disasters, or network failures. Unlike mobile alerts, which rely on operational devices or internet access, sirens ensure everyone outdoors is alerted promptly.

General Information cont.

What types of emergencies do the sirens warn about?

HQE's sirens can alert residents about:

- Wildfire
- Land Movement
- Earthquakes
- Mudslides
- Heavy Wind
- Heavy Rain
- Thunderstorm
- Tsunami
- Public Health
- Civil Unrest

Who activates the sirens?

Sirens are activated by local emergency management personnel, law enforcement, or fire departments based on real-time data and established protocols. Weather-related activations are often guided by alerts from the National Weather Service (NWS).

Can I rely on the sirens indoors?

Sirens are designed for outdoor use and may not be audible indoors, especially in well-insulated buildings. Residents also can receive alerts from Alert SouthBay, NOAA Weather Radios, electronic alerts, and the SAFE Units™, for indoor notifications.

2 Why Are Outdoor Warning Sirens Key in Life Safety Systems?

How do outdoor warning sirens save lives?

Sirens provide immediate alerts to those outdoors, enabling quick action during life-threatening emergencies. HQE's voice-enabled sirens offer specific instructions to reduce confusion and improve safety during complex situations like wildfires, land movements, etc...

What are the benefits of HQE's sirens?

Immediate, loud notifications for outdoor use
The Sirens provide clear outdoor voice instructions, clarifying the type of emergency and recommended actions.

Reliable operation during power outages
The solution's self-contained solar powered battery system. ensures true redundancy and reliability.

How do sirens work with other alert systems?

Sirens are part of a layered notification strategy, working alongside tools like Alert SouthBay, SAFE Units™ and NOAA Weather Radios to provide comprehensive coverage for residents.

3 What Makes Up an Outdoor Warning Siren System?

What components are included in HQE's siren system?

Electronic sirens:
Fixed-position sirens capable of producing both tones and voice messages.

Self-powered siren controller:
Siren controllers at each siren site generate their own power from integrated solar cells. The system is continuously online via wireless links and performs self-testing on a continuous basis to ensure high reliability and minimal down time.

Command and Control Interface:
SiSA is a cloud based interface used by your local emergency manager to monitor and activate the sirens. SiSA can be expanded to connect to and mange other communications channels besides the sirens, for example, SiSA can send SMS, email, phone calls with expanded optional modules.

Communication channels:
HQE sirens support RF, satellite, cellular, hardwired IP/Fiber, and SAFE Network™ connections for redundancy.

Can HQE sirens be customized?

Yes, municipalities can configure sirens with custom tones, prerecorded voice messages, and installation options tailored to the community's needs.

How are the sirens powered?

HQE sirens use high reliability maintenance-free batteries for power and these are charged and maintained with the included Solar charging system. Battery condition and charge state is monitored via the SiSA interface.

4 What Are Myths About Outdoor Warning Sirens?

"Sirens are outdated technology."
False. HQE's modern electronic sirens feature advanced capabilities, including voice messaging, flexible mounting options, and robust communication redundancy.

"All sirens rotate to cover an area."
False. HQE sirens are fixed systems with omnidirectional sound output, providing consistent coverage without the maintenance challenges of rotating components.

"Sirens are only used for tornado warnings."
False. HQE sirens can alert for a wide range of emergencies, including wildfires, floods, land movements, and civil emergencies.

"If I can't hear a siren, I'm not in danger."
False. Sirens are designed for outdoor use. Residents indoors or in areas with limited coverage should rely on complementary alert systems like NOAA Weather Radios and mobile alerts. Sirens can be relied on if the emergency has caused other emergency communications methods to fail or if the emergency calls for people to mobilize or evacuate.

5 What Can Residents Expect from the Locally Installed Outdoor Warning System?

What alerts will the sirens provide?

HQE sirens can emit:

- Attention-grabbing tones to signal danger.
- Clear voice messages with specific instructions, such as “Evacuate immediately” or “Seek shelter now.”

Where are the sirens installed?

City Hall – 2 Portuguese Bend Road
Fire Station – 12 Crest Road West
Crest Road East Gate – 3960 Crest Road East

Will the sirens operate during power outages?

Yes. HQE sirens are equipped with backup batteries and optional solar power, ensuring uninterrupted operation during prolonged outages.

How will I know if the sirens are functioning?

Regularly scheduled tests will verify that the sirens are operational.

The City will announce test schedules in advance through official communication channels.

What Can Residents Expect from the Locally Installed Outdoor Warning System?

What should residents do when they hear a siren?

Follow the instructions provided in the voice message or tone.
Seek shelter or evacuate as directed.

Go to PVPready.gov and check your zone number for real time status updates, monitor alerts from Alert SouthBay and check NOAA Weather Radio.

What if I cannot hear the siren during an emergency?

Consider factors like wind direction, distance, or nearby obstructions.

Use supplemental alert tools like Alert SouthBay, NOAA Weather Radios or SAFE Units™ to stay informed.

How can I report an issue with the sirens?

If you notice a malfunctioning or damaged siren, contact the Rolling Hills City Hall at 310 377-1521 and provide the siren's location and a description of the issue.

6 Additional Information

How can I stay informed about emergencies besides the sirens?

Sign up for Alert SouthBay

Know Your Zone

Download emergency apps

Apps like FEMA, Red Cross, or National Weather Service offer mobile notifications and preparedness tools.

Use NOAA Weather Radios

These radios provide continuous emergency updates, even during power outages.

For more information

(310) 377-1521

website at www.Rolling-Hills.org

VETERAN OWNED
HQE
SYSTEMS

2024 Community SAFE Grant (CSG) Award

Presented by HQE Systems, Inc.

"Thank You For Supporting The Veteran Community!"

Dear Members of the City Council and Leadership of Rolling Hills,

On behalf of HQE Systems, Inc., we are honored to present the City of Rolling Hills with the **2024 Community SAFE Grant (CSG)**. This grant represents our commitment as a veteran-owned organization to strengthening local life-saving capabilities for communities that exemplify unwavering support for U.S. veterans. The residents, Block Captains, City management, and leadership of Rolling Hills have been steadfast allies to HQE Systems, a California Disabled Veteran Business Enterprise (DVBE). Your collective efforts to build a safer, stronger community inspire us, and we are excited to partner with you in advancing public safety.

The **Community SAFE Grant** is an initiative created by the veterans of HQE Systems. Each year, we select one community to receive cutting-edge technology aimed at enhancing life-saving capabilities and resilience. For 2024, we are privileged to award this grant to Rolling Hills, a city that has stood out for its remarkable dedication to its residents and veterans alike.

What the CSG Includes:

1. SAFE Network System

The cornerstone of the CSG package is the installation of the **SAFE Network** System, a revolutionary public safety communications network designed to operate independently of cellular or AC power. This system ensures uninterrupted communication between the City's leadership, emergency management team, and residents, even during catastrophic events when traditional communication methods fail.

The SAFE Network operates through a decentralized, self-sustaining framework that uses advanced radio frequency technology to maintain reliable communication. It is specifically designed to provide seamless connectivity during disasters, empowering emergency responders and city leaders to make critical decisions and keep residents informed when it matters most.

- **HQE's Equipment Cost:** $9,278.52
- **HQE's Total Cost (including labor and other direct costs):** $21,374.35
- **Open Market Value:** Over $30,000+

The SAFE Network provides unmatched reliability and resilience, delivering $30,000+ in public safety communication technology to Rolling Hills—at no cost to the City.

2. Indoor SAFE Units for Homes

As part of the CSG, HQE is offering **at-cost pricing** for up to **700 Indoor SAFE Units**, allowing residents to benefit from this advanced safety technology at significantly reduced costs.

SAFE Units are compact, easy-to-install devices designed to provide emergency alerts and critical information directly to residents' homes. These units serve as a vital link in the communication chain, ensuring that even during widespread outages or disasters, households remain informed and connected to city leadership and emergency services.

- **MSRP Per Unit:** $142.95 (excluding shipping, handling, and tax)
- **At-Cost Price Per Unit:** $92.84 (excluding shipping, handling, and tax)
- **Potential Savings for the Community:** $35,077 (if all 700 units are purchased)

These units empower families with vital communication tools during emergencies, ensuring no household is left unprotected.

Total Grant Value

The Community SAFE Grant delivers a total value of over **$65,000** in public safety enhancements:

- $30,000 SAFE Network System at no cost.
- $35,077 in discounts for Indoor SAFE Units for residents.

Why HQE Selected Rolling Hills

HQE Systems' mission is deeply rooted in supporting communities that support veterans. Rolling Hills' leadership and residents have continually demonstrated an exceptional commitment to HQE Systems and our veteran workforce. Your city's values align with our vision to create safer, more resilient communities. By awarding the Community SAFE Grant to Rolling Hills, we are not only expressing our gratitude but also investing in the safety and well-being of a community that inspires us.

Our Commitment to Your Community

As a veteran-owned company, HQE Systems believes in going beyond business to make a meaningful impact. The Community SAFE Grant is a testament to this belief. We are excited to see how this partnership will enhance public safety in Rolling Hills and set a precedent for community resilience.

Thank you for the opportunity to serve your community. We look forward to working together to implement these life-saving technologies.

Very Respectfully,

Qais Alkurdi
CEO, HQE Systems, Inc.
Disabled - Retired Veteran

VERIFIED
MINORITY -OWNED
DISABLED VETERAN
BUSINESS ENTERPRISE

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.C
Mtg. Date: 03/24/2025

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 A TRANSITION TO CIVICPLUS AGENDA MEETING AND MANAGEMENT SYSTEM AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR A 3-YEAR TERM**

DATE: **March 24, 2025**

BACKGROUND:
In 2019, staff initiated an effort to streamline the agenda publishing process. Through a survey of surrounding cities, staff found that most cities employed an Agenda and Meeting Management System (AMMS). An AMMS creates efficiencies in agenda preparation and workflow as well as preserving staff reports, attachments and packets for online archival and retrieval by the public. Systems typically include a live steaming element that records audio and video of all meetings, allowing for greater transparency and public participation. Staff narrowed down the best options at that time to Granicus and CivicPlus. Based on staff recommendation, the City Council subsequently approved and entered into a 3-year agreement with Granicus, LLC in June 2019.

In 2022, staff negotiated another 3-year agreement at a fixed rate which will expire in June 2025. During the previous renewal, the City was forced to upgrade the livestream encoder hardware for one-time additional costs which required the hiring of a third-party to help install properly. Staff was recently notified that Granicus is requiring, yet again, another hardware upgrade prior to the end of 2025.

With the above in mind and the desire to find a better solution to assist staff's preparation of agendas, minutes and record retention of meetings, staff has again evaluated other AMMS and determined that CivicPlus would provide a better overall service to the City at a lower cost.

DISCUSSION:
While Granicus Peak Agenda Management Software could remain a viable system for the City, staff has had issues with the product. Customer service has been unsatisfactory, the

product has seen no upgrades or company attention despite users from all over providing similar complaints and suggestions. Meanwhile, in just six years, users have been forced to make repeated and costly hardware upgrades.

As a result, in recent months, staff reached out to various City Clerks and IT departments to gain insight into what systems their cities were utilizing (Attachment C), and for those also currently using Granicus, see if they experienced the same problems staff has identified during the past six years. Based on feedback and recommendations, staff then held exploratory meetings with the AMMS providers CivicPlus and eScribe. They each provided demos and proposals.

Staff also requested a 3-year renewal proposal from Granicus and attempted to negotiate a similar flat rate year-over-year as accomplished in 2022, but they were unwilling to do so. As mentioned above, Granicus is also requiring a third hardware encoder change by December 31, 2025 at a one-time cost of $4,770.

While eScribe's product is well thought out and intuitive, it is costly, and the initial quote provided was approximately double what the City currently spends each year. eScribe is also limited to their one AMMS product whereas CivicPlus and Granicus offer integration with other products that can assist cities in providing improved services to residents.

CivicPlus' AMMS product (Attachment A) offers many similarities to Granicus but in a more up-to-date intuitive cloud platform with efficiencies built in to help staff streamline work preparation and output. CivicPlus has an excellent reputation for 24/7 customer support and offers other modules that the City could consider integrating in the future, such as an Open Records Platform, Website Hosting, Code Enforcment/Permitting/Licensing, and more. The City is already a CivicPlus customer and utilizes their MuniCode Codification of Ordinances services. As a result, CivicPlus offers a 10% discount on the AMMS Annual fees. If the City was to migrate its website hosting in the future, a 20% discount would be available.

Currently, the City spends $8,142.87 for the annual Granicus subscription. Not including one-time implementation costs or new hardware for live streaming, the City's annual CivicPlus subscription fee would be $6,570 a year for the next 3 years saving $1,572.87 annually (Attachment B/E). CivicPlus has agreed to also begin the integration upon contract execution without billing for services until the new fiscal year 25/26 effectively adding 3 months of service to the first year. This would allow for a crossover from Granicus to CivicPlus beginning with the July 2025 meetings. The Professional Services Agreement (Attachment D) is subject to approval/modification by the City Attorney.

Ongoing Cost Comparison for Annual Service (not including one-time implementation fees / hardware fees):

	CivicPlus	Granicus	eScribe
FY 25/26	$6,570	$8,631.56	$17,000
FY 26/27	$6,570	$9,149.45	-
FY 27/28	$6,570	-	-

One-time Costs:
CivicPlus one-time implementation fees would be $2,500. Staff would also recommend

importing historical Granicus meetings with corresponding videos for $1,500 to comply with record retention requirements.

As it relates to encoding hardware necessary to live-stream, CivicPlus does not provide or sell such equipment. Therefore, the City would not be forced to upgrade as a condition to continue the use of its services. Staff is currently researching CivicPlus recommended encoder options and other economical hardware solutions that would best serve the City's current Audio/Visual set-up as well as future planned modifications for the Council Chambers and Emergency Operations Center. Staff can factor any one-time hardware costs into the current FY 24/25 budget.

Agenda / Minute templates and design
In recent years staff has worked to modernize the Agenda / Minute templates and is currently exploring ways to improve the flow of Council Agenda Items. As part of the implementation process, staff would propose removing "Old Business" and "New Business" and replacing with "Discussion Items" to allow greater flexibility for staff to schedule consultant presentations, and/or Council to move items around, when deemed necessary, without creating confusion or complicated minutes.

FISCAL IMPACT:
There is available funding in the FY 2024/25 budget for one-time implementation costs and the purchase of encoder hardware.

Staff negotiated a flat annual subscription cost for the next 36 months at $6,570 per year.

Beginning the fourth year, the subscription cost uplifts by 5% and every year thereafter unless staff is able to renegotiate terms at a future date. This is common with Software as a Service provider, but the city has been successful in the past with negotiating flat fee terms.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Attachment A - IT_AMS_250324_CivicPlus_SelectProPackage.pdf
Attachment B - IT_AMS_250324_CivicPlus_ExecutiveSummary.pdf
Attachment C - IT_AMS_250324_CivicPlus_Research.pdf
Attachment D - CA_AGR_250310_AMSoftware_Draft_v2.pdf
Attachment E - IT_AMS_250324_CivicPlus_SOW.pdf

CIVICPLUS

agenda and meeting management

SELECT

Select Pro with Standard Implementation

Proposal valid for 60 days from date of receipt

Powering and Empowering Government

PS12192024

Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to create a website solution that allowed municipal staff to maintain their websites daily without needing a technical webmaster. As technology advanced, we saw our customers' need to bring more services online. We expanded our vision to make local government work better as a whole.

Today, CivicPlus provides public sector technology that automates processes, digitizes services, and enhances civic experiences. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a frictionless experience for residents and staff. Our portfolio includes solutions for:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Codification
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management
- Process Automation and Digital Services
- Planning, Permitting, Licensing, and Code Enforcement
- Fire and Life Safety Inspections
- Social Media Archiving
- FOIA Management

EXPERIENCE & RECOGNITION

25+ Years
10,000+ Customers
950+ Employees

CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

PRIMARY OFFICE

302 S. 4th Street, Suite 500, Manhattan, KS 66502
Phone: 888.228.2233
Fax: 785.587.8951
civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.

Features & Functionality

Select Solution

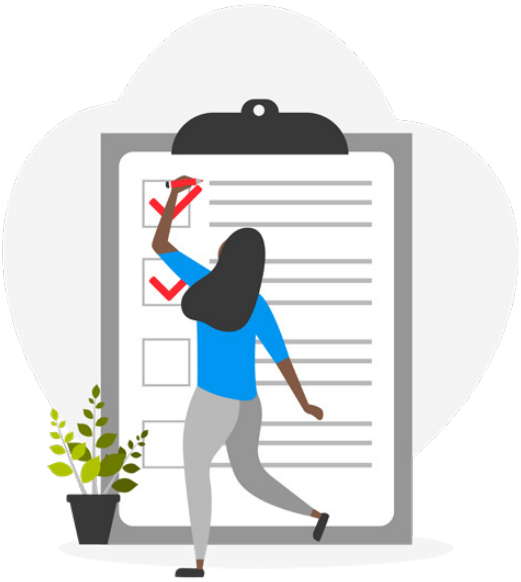
CivicPlus' Select software is the fastest, most intuitive way to streamline the entire agenda management process—from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with Select is easy with customized workflows, version tracking, and built-in communication tools.

Our Pro package includes the most frequently used functionality to manage your agendas and meetings. You'll be able to seamlessly create agendas with the ability to assign an item status and use configurable workflows to help manage your internal processes. Built-in integrations and a suite of APIs make working with other internal applications easy. Select's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Enhanced Analytics for Data Visibility
- Field-level versioning
- Single sign-on via the CivicPlus Platform
- Integrated code of ordinances
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply)

Agenda Management



FLEXIBLE, PERSONALIZED DESIGNS

Standardized designs throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

The software compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.

Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

CONVENIENT, ANYTIME AGENDA MODIFICATIONS

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically renumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

Item Management

CREATE AGENDA ITEMS AND STAFF REPORTS IN SECONDS

An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and collaborate with each other to make items meeting ready. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for Select to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

MANAGE THE MEETING READINESS OF ITEMS

Update item statuses (approved, in-progress, tabled, etc.), assign tasks to staff members to update item content and attachments, leave comments on items, and be notified when changes are made to items.

AUTOMATE YOUR APPROVALS PROCESS

The workflow engine streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

CUSTOM TAGS TO GROUP LIKE AGENDA ITEMS

Administrators can set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.

Board Portal

FLEXIBLE ACCESS

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, Google Drive, or post to the Board Portal. It is optimized for all devices, including desktops, laptops, and tablets. No separate application required.

A PERSONAL MEETING REPOSITORY

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

FIND WHAT YOU NEED-FASTER

Agenda and Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate published meeting content by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.

Public Resident Portal

FEATURES

- Resident portal to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Mobile-responsive
- Custom branding
- Side-by-side agenda and video display with optional CivicPlus Media live streaming and on-demand video service (additional fees apply)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Integrated live or on-demand video with timestamps to easily jump to desired content (additional fees apply)
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls

CONTENT ACCESSIBILITY

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video. Additional fees apply for CivicPlus Media and closed captioning.

CONTENT TRANSPARENCY

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.

Minutes Module

AUTOMATED MINUTES SETUP

A fully-integrated Minutes module will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to the Minutes module with a single click.

KEEP UP WITH THE MEETING ACTION

Meetings move fast. Select's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls.

SPEAKER MANAGER

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

EASY, INTUITIVE MINUTES-TAKING

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

If using CivicPlus Media's integrated video streaming and video-on-demand service, you can also create timestamps for the accompanying video during the live meeting. Additional fees apply.

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Benefit from our Civic Experience Platform with:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

CivicPlus Portal empowers residents to be more engaged and informed about progress in your community. With a single username and password, residents can watch a public meeting recording, submit a public works request, pay a utility bill, or register for an upcoming event. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and set up complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time.

Integrated Code of Ordinances & Web

As the only local government software provider with an integrated agenda and meeting management, codification, and municipal website solution offering, our suite allows for digital transformation of the entire legislative process - from the start of the agenda process to the final online publishing of the newly adopted legislation.

If you are also a customer of CivicPlus' codification services, the cutting-edge integration between your meetings and agenda management and code of ordinances reduces the manual steps associated between your agenda management and codification processes. As an example, you can send ordinances directly to CivicPlus for codification by our team of legal editors. When pushed from Select, this uncodified legislation will be visible on the landing page of our Online Code Hosting platform nearly instantaneously. You can also take this to the next level by integrating our Municipal Website solutions with our Online Code Hosting solution, allowing for one-stop search capabilities. With this integration, the public can instantly access your code, meetings, packets, and agendas in one simple search straight from your municipal website.

EXAMPLES OF MEANINGFUL CIVIC EXPERIENCE INTEGRATIONS

The following are examples of integrations between the CivicPlus Agenda and Meeting Management Select with other CivicPlus solutions and tools. If you have yet to experience all that CivicPlus can provide, please reach out for additional information and a quote.

Municipal Websites Central (Web Central)	• Set-up a workflow to post in Web Central's News Flash once you've published your meeting documents. • Automatically add agenda or minute files to Web Central's Document Center to be displayed on your website after they are published in Select. • Meeting information and dates are automatically integrated to the Web Central's Calendar. • Meeting files are automatically included in the website's search results.
Codification	• Send adopted ordinances to the Codification Legal Team in one click. • Send ordinances straight to your online code portal as "Adopted and Not Yet Codified". • Instantly link your online code to the meeting content produced within Select.
CivicPlus Media	• Share high-definition, on-demand video or live video feeds of your meetings directly from Select and CivicPlus Media, seamlessly integrated with your meeting agendas and equipped with clear bookmarking and navigation.
Integration Hub	• Third-party integrations examples include integrations with Zoom, Webex, and GoToMeetings, and with Laserfiche, Google Drive, Dropbox, and other APIs.

Implementation

Project Timeline

14 – 16 Weeks

While every implementation is unique, the following timeline can provide you with information about the different implementation stages and what you can expect at each stage.

PHASE 1: INITIATE	• Project Kickoff and communication including timeline, deliverables, and an implementation questionnaire to capture details for your configuration
PHASE 2: ANALYZE	• Choose and build presets from our Design Library to create Agenda, Minutes, and Item/Staff Report designs
PHASE 3: DESIGN & CONFIGURE	• Configuration of designs • Configuration of up to 10 boards • Configuration of up to 10 meeting types • Configuration of up to 10 approval workflows • Configuration of up to 1 item/staff report
PHASE 4: OPTIMIZE	• Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options • Configuration is completed and handed off for review, testing, and feedback • Configuration adjustments made per submitted feedback
PHASE 5: EDUCATE	• Live, virtual training sessions are conducted within configured site
PHASE 6: LAUNCH	• First Live Meeting and System Launch • Access to live chat features, Technical Support and introduction to Live Care

Implementation Approach

Implementation & Support Experience Designed for You

The Select Implementation Team has experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Standard Implementation Package is the perfect fit for customers who want to improve manual, inefficient agenda and meeting processes. You will choose presets from our Design Library to create simple Agenda, Minutes, and Item/ Staff Report designs.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning Technical Support team.

CONSULTING

Up to One Hour of Virtual Consultation

During this consulting session, your implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your agenda, minutes, and item/staff report designs and discuss the configurations that will be made to ensure your workflows match your current agenda and meeting processes.

DESIGN CONFIGURATIONS

We will configure the following consistent with your Design Library selections:

- One Agenda Design with both two Section Designs and two Item Designs per Agenda Design
- One Minutes Design with two Discussion Designs
- One Item/Staff Report Design with up to eight system default fields

Additional design configurations and approval workflows can be purchased as needed. For no additional cost, Approval Workflows can be created from scratch and Meeting Types can be duplicated and modified—while still making use of existing designs—by administrative users at any time using Help Center resources.

TRAINING

Up to Four Hours of Virtual Training

Your implementation consultant will guide user groups through live, virtual training sessions using your custom configured Agenda and Meeting Management Select solution. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 8 a.m. – 6 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Select.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Support at a Glance

- Technical support engineers available 8 a.m. – 6 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

AWARD-WINNING

CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and nine Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your solution is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

MAINTENANCE

CivicPlus is proactive in identifying any potential system issues and often corrects issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Operating system patches
- Testing and development

Hosting & Security

Redundant power sources and internet access ensure consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site are unparalleled.

CLOUD-HOSTING WITH AZURE

The infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage in done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

DISASTER RECOVERY

Agenda and Meeting Management Select utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account, which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.

Disclaimer

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. Subject to the terms of the final controlling agreement, CivicPlus requires its standard Master Services and Solutions and Service Terms to be incorporated and linked in the final agreement. For reference, the CivicPlus standard Master Services and Solutions and Service Terms can be found online at civicplus.help/hc/en-us/sections/. We look forward to developing a mutually beneficial contract with you.

Optional Enhancements

LIVE MEETING MANAGER

Live Meeting Manager enhances live meetings by integrating the board portal with audience display pages, offering a unified experience with efficient controls. It features automations to engage participants through in-chamber displays, electronic voting with one-click, and real-time updates of the current item. The system allows easy display of speaker details, board member requests, and chairperson controls for managing the meeting. Additionally, it automatically bookmarks video timestamps to agenda items, making it easier for viewers to access specific discussion topics.

CIVICPLUS MEDIA: LIVE STREAMING & ON-DEMAND VIDEO

Increase resident engagement and participation by sharing high-definition live video feeds of your meetings directly from Select and CivicPlus Media. Stream up to three concurrent live proceedings and seamlessly integrate all video content directly into your meeting agendas. Videos feature clear bookmarking and navigation so viewers can quickly find discussions of interest. Viewers can watch videos from any device with no software or application downloads necessary. Integrated closed captioning and translation services are available at an additional cost.

BOARDS & COMMITTEES MODULE

The Boards and Committees module tracks vacancies, applications, and appointments. Interactive dashboards give you quick access to actionable information. Easily manage rosters and generate communications using customized templates. Store system-generated communications and other necessary documentation at the board or individual member level. Track training and other internal requirements.

BOARD APPLICATIONS

The Board Applications solution powered by CivicPlus' Process Automation and Digital Services solution offers a digital platform to streamline the recruitment, vetting, and appointment of local government board members. This solution includes an online portal for residents to apply for board positions, eliminating the need for paper submissions. The Board Applications solution simplifies the recruitment and management of board members by allowing administrators to promote open positions and enabling residents to apply online from any device, securely storing all personal data. It ensures transparent communication with customizable email templates, notifies administrators of new applications, and facilitates digital review and selection by board committees. The solution supports remote collaboration with features for managing meeting schedules, member rosters, and vacancies, and offers reporting, analytics, and advanced search functionality to streamline board operations and inform strategic decisions.

Additionally, the optional addition of the Power Automate Connector integrates with Office 365 products to automate routine tasks, enhancing efficiency.

PLATFORM IDENTITY PROVIDER (IDP) INTEGRATION

CivicPlus offers IdP integration capabilities, which means you'll benefit from easier integration between your CivicPlus solutions and your favorite third-party solutions. Provide single sign-on (SSO) functionality to streamline managing and supporting user credentials and identify management solutions. CivicPlus IdP partners include Microsoft's Entra ID (formerly Azure AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

LASERFICHE INTEGRATION

With a third-party integration in Integration Hub you can route data to Laserfiche's cloud-hosted solution.

HISTORICAL FILE IMPORT

As part of your implementation project, we will import a specified number of meetings to your new system. Choose an import with or without videos in increments of up to 500, 500-750, or 750+ meetings.

The process includes indexing your imported agendas for keyword searching and retrieval. You and your residents will still have access to this historical information with increased functionality. Historic meeting documents imported into Select by your implementation consultant will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.

CIVICPLUS

Rolling Hills, CA

Agenda and Meeting Management

Options, Features, Implementations

Executive Summary

Proposal valid for 60 days from date of receipt

Powering and Empowering Government

CIVICPLUS

Features, Services & Implementations	Select Lite		Select Pro	
Implementation Package	Standard	Premium	Standard	Premium
User Configurations (1 Bulk Import)	Unlimited Users		Unlimited Users	
Meeting Types and Board Configurations	5		10	
Event Template Configurations	10		20	
Virtual Training	4 hours		4 hours	
Virtual Consulting	1 hour		1 hour	2 hours
Implementation Timeline	14-16 Weeks		14-16 Weeks	
SSO, CivicPlus Public Portal & Notifications	✓		✓	
Agendas and Meetings Management (AMM) Public Portal	✓		✓	
Upload Agendas, Packets, Minutes & Supplementary Documents to AMM Public and Board Portals	✓		✓	
Video Embeds in AMM Public Portal (YouTube)	✓		✓	
Analytics	✓		✓	
Upload Item | Staff Reports	✓		✓	
Create Items, Agendas & Packets	✓		✓	
Agenda Design Configurations	1		1	
Agenda Script Design Configuration per Agenda Design	1		1	
Section Design Configurations per Agenda Design	2	4	2	4
Item Design Configurations per Agenda Design	2	4	2	4
Assign Item Status (Approve, In-Progress, Tabled)	✓		✓	
Approval Workflows			✓	
Approval Workflow Configurations			10	
Create Item | Staff Reports			✓	
Item | Staff Report Design Configurations			1	
Field Configurations per Item | Staff Report			8	32
Create Minutes			✓	
Record Manual Votes			✓	
Minutes Design Configurations			1	
Discussion Design Configurations per Minutes Design			2	
Minutes Snippets Configurations			4	

	Select Lite	Select Pro
One-Time Standard Implementation	$1,825	$2,500
One-Time Premium Layout Implementation	$2,850 **If selected, replaces the above fee.*	$3,900 **If selected, replaces the fee.*
Annual Subscription Fees	$2,700	$3,800
Discounts Available	**20% Discount on Annual Fees** If a CivicPlus Customer for Website AND Codification	
	10% Discount on Annual Fees If a CivicPlus Customer for Website OR Codification	

Optional Add-Ons	Pricing
Historical Meetings Imports **with** Video	$1,500 One-Time – Less than 500 Meetings *Ask if More Than 500 Meetings
Historical Meetings Imports **w/o** Video	$750 – Less than 500 Meetings Ask if More Than 500 Meetings
Additional Meeting Type Configuration (up to 5 meeting types)	$525 One-Time
Additional Custom Templates (1 Template) *Available for Agenda, Item/Staff Report or Minutes	$525 One-Time Select Lite: Agendas Only Unless Minutes is Purchased
Additional Approval Workflows (up to 5 workflows)	$250 Select Pro Only
Create Minutes	~~$775 One-Time + $600 Annual~~
Virtual Training or Consulting	$250 Per Session (Approx – 1 Hour)

CivicPlus Media: Annual Fee - $3,500

CivicPlus Research - Other Municipalities

City Name:	Pricing:	Video Streaming Service:	Civic Plus Services Utilized:	Pros to Civic Plus:	Cons to Civic Plus:
El Segundo	15,000 Annually	Granicus for video	Agenda Mgmt.	User Friendly, easy to navigate	no negative feedback
Santa Fe Springs	18,723 Annually (2 yr)	youtube/ Civic Plus Video	Public RR, Agenda Mgmt., municode	User friendly, quick response time	Training may be difficult to process
Montebello	20,000 (3 yr)	youtube	Agenda Mgmt., municode	User friendly, easy to customize, easy to take roll call	no negative feedback
Monterey Park	13,000 Annually	Granicus for Video	website, Agenda Mgmt., public RR, archive social	Implementation process has been smoooth, user friendly	restrictions with customization, tech support slow to respond
City of Industry	not shared	Teams	Agenda Mgmt.	User friendly, easy to customize, easy to navigate	specifications need to be made with customizable templates
La Palma	23,614 Annually (3 yr)	Use video encoder (unsure of which one)	Agenda Mgmt., municode	User friendly, no issues	No negative feedback
Los Alamitos	25, 000 implementation, 7,000 Annually	castus/ like cast	Agenda Mgmt., municode	no issues, easy to navigate,works well for electronic voting	No negative feedback
Anaheim	Not shared	Granicus for video	Agenda Mgmt.	Easy to use, implementation process was seamless	No negative feedback
Maywood	15,6111.40 Annually	Logitech & Facebook	Agenda Mgmt.	Easy to learn without formal training, user friendly	Cannot edit agenda item simultaneously with other users
Davidson	not shared	Matrox Monarch encoder	Agenda Mgmt.	easy to use, meetings published automatically and onlie quickly	No negative feedback

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ROLLING HILLS AND XXX

This AGREEMENT is entered into this 1st day of April, 2025, by and between the CITY OF ROLLING HILLS, a general law city a municipal corporation ("CITY" or "CUSTOMER") and CivicPlus, a Kansas LLC ("CONSULTANT" or "CIVICPLUS").

R E C I T A L S

A. CITY desires to hire CONSULTANT to provide it with products and services related to meeting management and post-meeting minutes creation processes.

B. CITY does not have the personnel able and available to perform the services required under this Agreement and therefore, CITY desires to contract for consulting services to accomplish this work.

C. CONSULTANT warrants to CITY that it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement.

D. CITY desires to contract with CONSULTANT to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the CITY and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

A. As partial consideration, CONSULTANT agrees to perform the work listed in the Statement of Work ("SOW"), attached as EXHIBIT A to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern.

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

C. As additional consideration, CITY agrees to pay CONSULTANT in accordance with Exhibit A. "CivicPlus Products and Services" means the products and services made available to CITY pursuant to this Agreement, which include CivicPlus products and services accessible for use by CITY on a subscription basis ("Software-as-a-Service" or "SaaS"), CivicPlus professional services, content from any professional services or other required equipment components or other required hardware, as specified in Exhibit A. The annual subscription fee shall not automatically increase from the previous term's fees by any percentage

each year for the initial 36-month term of the Agreement. CONSULTANT reserves the right to suspend any CivicPlus Products and Services should there be a lapse in payment. A lapse will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is CITY's responsibility to provide applicable exemption certificate(s). Notwithstanding the foregoing, the amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority, Customer agrees to pay for all resulting fines, penalties, and expenses.

D. CONSULTANT shall provide complete help desk support for administrators and customers of the CivicPlus Products and Services. Regular support shall be available from 7:00 a.m. to 7:00 p.m. CST, Monday through Friday, via email (XXX@XXX.com) or toll-free telephone (XXX-XXX-XXXX). Emergency support is available 24/7 and is included in the regular support.

E. CONSULTANT shall make best efforts to submit to CITY its invoice for annual services itemizing the fees and costs for the July 1, 2025 to June 30, 2026 period, July 1, 2026 to June 30, 2027 period, and July 1, 2027 to June 30, 2028 period before the beginning of the annual term.

F. CITY shall pay CONSULTANT all amounts set forth in CONSULTANT's invoice within 30 days after the date of invoice. CITY shall provide CONSULTANT with detailed written notice of any amount(s) CITY reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. CONSULTANT will not exercise its rights to suspend any XXX Products and Services if CITY has, in good faith, disputed an invoice and is diligently trying to resolve the dispute.

G. After the initial thirty-six (36) month term of this Agreement, the CivicPlus Product and Services fees shall automatically increase from the previous term's fees by five (5) percent upon the anniversary of this Agreement. This includes the first annual term after the initial thirty-six (36) month term. It shall not be required for CONSULTANT to provide notice of such increase prior to the automatic renewal of this Agreement. CITY and CONSULTANT agree that a Purchase Order will not be required for issuing such invoice.

2. SCOPE OF SERVICES. Except as herein otherwise expressly specified to be furnished
by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

4. TERM OF AGREEMENT. The term of this Agreement shall commence on April 1, 2025 and shall continue in full force and effect until June 30, 2028. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current term, the CivicPlus Products and Services will automatically renew at the end of each term for an extension term of one (1) year.

5. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

6. USE OF CIVICPLUS PRODUCTS AND SERVICES AND PROPRIETARY RIGHTS.

A. CivicPlus Products and Services. The CivicPlus Products and Services are purchased by CITY as a subscription during the terms specified in Exhibit A.

B. Permitted Use. Subject to the terms and conditions of this Agreement, CONSULTANT hereby grants during each term specified in Exhibit A, and CITY hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the CivicPlus Products and Services to the extent allowed in the relevant term specified in Exhibit A (collectively the “Permitted Use”). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the CivicPlus Products and Services up to the levels limited in the applicable term specified in Exhibit A.

i. Data Sources. Data uploaded into CivicPlus Products and Services must be brought in from CITY sources (interactions with end users and opt-in contact lists). CITY cannot upload contact information purchased from a third party into CivicPlus Products and Services without CONSULTANT' written permission and professional services support for list cleansing.

ii. Passwords. Passwords are not transferable to any third party. CITY is responsible for keeping all passwords secure and all use of the CivicPlus Products and Services accessed through CITY's passwords.

iii. Content. CITY can only use CivicPlus Products and Services to share content that is created by and owned by CITY and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a CONSULTANT subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to CITY, can be removed or limited by CONSULTANT.

1. Disclaimers. Any text, data, graphics, or any other material displayed or published on CITY's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. CONSULTANT is not responsible for content migrated by Client or any third party.

iv. Advertising. CivicPlus Products and Services shall not be used to solely promote products or services available for sale through CITY or any third party unless approved in writing, in advance, by CONSULTANT. CONSULTANT reserves the right to request and review the details of any agreement between CITY and a third party that compensates CITY for the right to have information included in Content distributed or made available through CivicPlus Products and Services prior to approving the presence of Advertising within CivicPlus Products and Services.

C. Restrictions. CITY shall not:

i. Misuse any CONSULTANT resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

ii. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other CONSULTANT customers;

iii. CITY must not use the CivicPlus Products and Services in a manner that would cause disruption of service based on unreasonable strain on CONSULTANT'S system or network resources;

iv. CITY must not use the Services as a door or signpost to another server;

v. Access or use any portion of CivicPlus Products and Services, except as expressly allowed by this Agreement;

vi. Disassemble, decompile, or otherwise reverse engineer all or any portion of the CivicPlus Products and Services;

vii. Use the CivicPlus Products and Services for any unlawful purposes;

viii. Export or allow access to the CivicPlus Products and Services in violation of U.S. laws or regulations;

ix. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the CivicPlus Products and Services, or any portion thereof, for third party use; or

x. Modify, adapt, or use the CivicPlus Products and Services to develop any software application intended for resale which uses the CivicPlus Products and Services in whole or in part.

D. CITY Feedback. CITY assigns to CONSULTANT any suggestion, enhancement, request, recommendation, correction or other feedback provided by CITY relating to the use of the CivicPlus Products and Services. CONSULTANT may use such submissions as it deems appropriate in its sole discretion.

E. Reservation of Rights. Subject to the limited rights expressly granted hereunder, CONSULTANT and/or its licensors reserve all right, title and interest in the CivicPlus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to CITY. The CivicPlus name, the CivicPlus logo, and the product names associated with the services are trademarks of XXX or its suppliers, and no right or license is granted to use them.

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7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

A. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

B. Warranties. CONSULTANT warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the CivicPlus Products and Services; however, the CivicPlus Products and Services are provided "AS IS" and as available.

C. Disclaimers. EXCEPT AS PROVIDED IN SECTIONS 8.B. ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT THAT XXX PRODUCTS AND SERVICES WILL MEET CITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. CONFIDENTIAL INFORMATION.

A. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) CivicPlus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; and (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the

confidentiality of the Confidential Information received by it as it protects its own confidential information.
If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

B. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving Party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

C. Storage and Sending. In the event that CivicPlus Products and Services will be used to store and/or send Confidential Information, CONSULTANT must be notified in writing, in advance of the storage or sending. Should CITY provide such notice, CITY must ensure that Confidential Information or sensitive information is stored behind a secure interface and that CivicPlus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by CITY. CITY is ultimately accountable for the security and privacy of data held by CONSULTANT on its behalf.

D. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. CITY understands and agrees that it may not always be possible to completely remove or delete all personal data from CONSULTANT' databases without some residual data because of backups and for other reasons.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

A. Except as otherwise provided, CITY and CONSULTANT may terminate

this Agreement at any time with or without cause upon at least sixty (60) days' notice before the end of the current term. Notice of termination shall be in writing. Should either party be in breach of this Agreement, the breaching party will have thirty (30) days to cure such breach, or an additional period of time as agreed to by the parties.

B. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination. Due to the electronic nature of the Services, in no event, other than material breach of this Agreement by CivicPlus, shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to utilize the Services, or CivicPlus's failure to meet any service level agreement set forth herein, unless such failure is intentional or malicious.

C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

A. Each party (Indemnitor) shall indemnify and defend with counsel Indemnitee, its officers, officials, employees and volunteers from and against all third-party liability, loss, damage, expense, and cost (including reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature solely arising out with performance of work hereunder or its grossly negligent failure to comply with any of its obligations contained in this AGREEMENT, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the Indemnitee. The Indemnitor shall promptly pay any final judgment rendered against the Indemnitee (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

13. LIMITATION OF LIABILITY.

A. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, CONSULTANT SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION

OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CITY DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND CONSULTANT' REASONABLE CONTROL, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE RELATED LOSSES OR DAMAGES. CITY SHALL NOT BE LIABLE FOR ANY MATTER BEYOND CITY'S REASONABLE CONTROL, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE RELATED LOSSES OR DAMAGES.

B. LIMITATION OF LIABILITY. IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CITY FOR THE CIVICPLUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CITY'S PAYMENT OBLIGATIONS UNDER SECTION 1 ABOVE.

14. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void. Notwithstanding the foregoing, CivicPlus may assign and transfer all of its rights and obligations under this Agreement by a sale of a majority of its assets or merger.

15. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. AUDIT OF RECORDS.

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, upon reasonable notice, at reasonable times and at CITY's expense, access to such books, records, and documents to the extent that the books, records, and documents relate to costs or pricing data for the Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. INSURANCE REQUIREMENTS.

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence. Should CONSULTANT own any vehicles used for activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, it shall also

procure such coverage for owned vehicles.

4. Cyber Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City. Each general liability and automobile liability insurance policy shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, and agents, are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.

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

4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

5. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after

thirty (30) days written notice has been received by the CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

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

F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 12 above.

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

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation. CivicPlus reserves the right to outsource to external service providers operational tasks that require minimal decision-making or creative input. These tasks may include, but are not limited to: Copying text, images, or multimedia elements from a source website; Formatting and pasting the content into designated sections on the

target website; Ensuring basic layout consistency and adherence to predefined templates or guidelines. CivicPlus uses vetted external providers or automation for such tasks, and each service provider adheres to CivicPlus's privacy and security policies.

AGREEMENT TERMINATION/END AND RELEASE. Within fourteen (14) calendar days from the termination Or end of this Agreement, CONSULTANT shall provide CITY written notice of any unresolved claims or disputes under this Agreement. Failure to provide this written notice shall constitute a waiver and release of any claims. .

19. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all material errors in the work which may be disclosed during the City's review of the Consultant's report or plans. In the event CONSULTANT does not correct any material errors within fourteen (14) days of written notice from the CITY, or other reasonable time as agreed to by the parties, correction action may be made by the City and the cost thereof shall be charged to the CONSULTANT.

20. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year. Notwithstanding the foregoing, in the event of termination due to non-funding, Customer shall be responsible for any invoices covering the initial project development fees or for services already performed, or any outstanding fees or invoices, and all such amounts owed shall become due immediately.

21. NOTICES. All communications to either party by the other party will be deemed made when received by electronic mail or by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Rolling Hills 2 Portuguese Bend Road Rolling Hills, CA 90274 ATTN: Karina Bañales	XXX XXX XXX ATTN: XXX

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide

employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

23. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

24. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

25. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement shall also be subject to the terms and conditions outlined in the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions available at https://www.civicplus.help/hc/en-us/p/legal-stuff (the "CivicPlus Terms"). In the event of any conflict or inconsistency between the terms of this Agreement and the CivicPlus Terms, the terms of this Agreement shall take precedence.

26. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

27. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

28. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

29. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

30. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided. Notwithstanding the foregoing, CivicPlus will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of Client.

31. ATTORNEYS' FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

32. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement . CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

33. OWNERSHIP OF DOCUMENTS. Upon full and complete payment of amounts owed for Project Development under Exhibit A, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of

messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

At any time during the term of this Agreement, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth herein, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose

of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF ROLLING HILLS		CONSULTANT
CITY MANAGER	By:	TITLE
ATTEST:		
City Clerk		Taxpayer ID No.
APPROVED AS TO FORM:		
Patrick Donegan, City Attorney		

DRAFT

EXHIBIT A – Statement of Work

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-93876-1
Date: 3/3/2025 1:27 PM
Expires On: 5/2/2025

Client:
City of Rolling Hills, CA

Bill To:
ROLLING HILLS CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jordan Cairns		cairns@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %
1.00	AMM Select: Pro Standard Implementation	Pro Standard Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 1 hr of consulting; Includes 1 agenda, 1 minutes, and 1 staff report design selected from Design Library	15
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee	15
1.00	AMM Select: Historical Import Fee with Videos (up to 500)	Historical import of up to 500 meetings; Volume is calculated based on number of meetings being imported; Import does include video files	15

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	10

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	10

~~List Price - Initial Term Total~~	~~USD 14,175.00~~
Total Investment - Initial Term	USD 10,862.10
Annual Recurring Services (Subject to Uplift)	USD 6,570.00

Initial Term	4/1/2025 - 6/30/2026, Renewal Term 7/1 each calendar year
Initial Term Invoice Schedule	100% invoice on 7/1/2025
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 4

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-93876-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.D
Mtg. Date: 03/24/2025

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 A PROFESSIONAL SERVICES AGREEMENT WITH GPA CONSULTING TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE EASTFIELD DRIVE FIRE PREVENTION POWER LINE UNDERGROUNDING PROJECT IN AN AMOUNT NOT TO EXCEED $117,070 FUNDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION PROGRAM #DR4382-177-7R-CA, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **March 24, 2025**

BACKGROUND:
In order to preserve the rural character of Rolling Hills and eliminate risks of wildfires, the City Council encourages and supports utility undergrounding throughout the community. In line with this vision, the City applied for Hazard Mitigation Grant Program (HMGP) funds through FEMA.

On January 26, 2022, the City was awarded $1,971,882 in Federal funds to underground utility infrastructure on Eastfield Drive between Outrider Road and Hackamore Road. The grant requires a Local Match of 25%, or $657,294, for a total project amount of $2,629,176. The Local Match can be fulfilled using the City's Rule 20A work credits.

Through Councilmember Wilson's efforts and involvement, a donation of $1,000,000 Rule 20A work credits from Supervisor Hahn's Office was approved in December 2022.

The California Public Utility Commission requires the local agencies to adopt an ordinance creating an underground district in the area where both the existing and new facilities are and will be located. The formation of the Underground Utility District (UUD) provides SCE with the authorization needed to develop the design plans to remove existing overhead facilities and install replacement underground facilities.

On November 14, 2022, the City Council adopted Resolution No. 1316 creating Underground Utility District No. 2 (UUD-02) (Eastfield Drive) and set a public hearing for the January 23, 2023 City Council meeting. Letters were sent on November 29, 2022, and January 4, 2023, to all property owners whose property or portion of their property would fall within the proposed Underground Utility District to notify them of the formation of UUD and the public hearing.

The length of UUD-02 is divided into two segments: Rule 20A and Rule 20B. Southern California Edison (SCE) handles the design and joint trench bidding and assists in coordinating with the other utility companies for Rule 20A projects. Rule 20B projects are also designed by SCE; however, joint trench bidding is handled by the City. Over the past several years, City Staff has held monthly meetings with SCE and other utility service providers to ensure the project continues progressing. In preparation for the UUD, SCE has conducted numerous site visits to confirm the scope and limits of work and the preparation of a Rough Order of Magnitude (ROM), an estimate of the project. On January 4, 2023, SCE submitted the ROM for the Rule 20A segment, which is based on the estimated trench footage of 1,250 feet and includes all mainline trenching as well as crossings, streetlights, and service laterals with the cost estimate of $1,000,000, expressed in 2024 dollars.

On January 23, 2023, Resolution No. 1322 was adopted allowing SCE to begin designing the undergrounding system to replace the existing overhead facilities within the designated UUD. In addition, SCE coordinates with other utility service providers that have facilities on the existing overhead system to ensure their respective undergrounding designs coincide with SCE's efforts.

The Federal grant received for the Eastfield Drive Underground Utility project requires the project must be completed by January 9, 2026 in order to receive full reimbursement for any expended funds.

DISCUSSION:

The City is responsible for completing the Rule 20B segment, including lateral connections to residential electrical panels and telecommunication hardware per SCE's local planning design and the telecommunication utilities designs.

GPA Consulting (GPA) has been an ongoing consultant to the City on the FEMA/CalOES Vegetation Management Grant and provides a variety of services in the areas of environmental planning, historic preservation, and biology. GPA is also well-versed in providing California Environmental Quality Act (CEQA) studies, navigating federally funded projects, conducting large-scale historic resource surveys, facilitating public meetings, and developing public policy. GPA's expertise and professional experience are appropriate for helping the City, and yet to be determined contractors, comply with FEMA's environmental requirements.

GPA's Statement of Work/Scope (Exhibit A) provides a detailed explanation of the Record of Environmental Considerations (REC) and Standard Conditions as set forth in the sub application approval package. The two areas requiring attention are specific to the Coastal

California gnatcatcher or its designated critical habitat and Cultural Resources Compliance related to the National Historic Preservation Act (NHPA) and any necessary Native or Tribal monitoring of ground disturbances.

To ensure the City complies with all requirements, GPA's fee and cost schedule (Exhibit B) is designed to cover a variety of tasks, some of which are optional and may not be necessary to utilize. Staff is requesting a not-to exceed amount that covers all tasks as a precaution, but based on further conversation with GPA believes many of the estimates can be curtailed or avoided with proper planning and cost-effective strategies.

It should be noted that staff will also be required to coordinate with a Native American monitor of the Gabrielino/Tonga Indians of California. Staff will return at a future meeting with an agenda item and cost attributed to this REC.

FISCAL IMPACT:
Under Rule 20B, the City is required to cover the costs for any contracted work and then be reimbursed from the grant funds. The grant pays for 75% of the fee and the City pays 25% of the fee using Rule 20A tariff credits. Staff will return to Council with a proposed resolution to amend the budget based on the costs and flow of funds described herein.

The total not-to-exceed fee for GPA is $117,070.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:
CA_AGR_250324_GPA_EastfieldDrive_UU_Environmental_F_PE.pdf

PROFESSIONAL SERVICES AGREEMENT

REGULATORY PERMITTING SERVICES

This Agreement is made and entered into by and between the City of Rolling Hills, a municipal corporation (hereinafter referred to as the "City"), and GPA Consulting, Inc., a California corporation (hereinafter referred to as "Consultant").

R E C I T A L S

A. The City desires to utilize the services of Consultant as an independent contractor to satisfy the environmental requirements for the Eastfield Drive Utility Undergrounding Project funded by the Federal Hazard Mitigation Grant Program (HMGP).

B. The Consultant warrants to the City that it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement.

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

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement as Exhibit A, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement shall govern. The Scope of Work may be amended from time to time in writing and signed by both parties by way of written amendment to this Agreement. The location where services are to be performed shall be determined by mutual agreement of the parties' representatives. To the extent that services are performed in City Hall, Consultant agrees that its employees will abide by any COVID-19 protocols then in effect. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

2.0 TERM OF AGREEMENT. This Agreement will become effective upon execution by both parties and will remain in effect for a period of one year from said date unless otherwise expressly extended and agreed to by both parties in writing through written amendment to this Agreement or terminated by either party as provided herein.

3.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement

in accordance with Exhibit B, the Scope of Work's fee and cost schedule for the services attached to and made part of this Agreement subject to a do not exceed amount in the amount of $117,070. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The Consultant shall be paid within forty-five (45) days of presentation of an invoice to the City for services performed to the City's satisfaction. The Consultant shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the City.

4.0 CONTRACT ADMINISTRATION

4.1 The City's Representative. Unless otherwise designated in writing, the City Manager shall serve as the City's representative for the administration of this Agreement. All activities performed by the Consultant shall be coordinated with the City Manager.

4.2 Manager-in-Charge. For the Consultant, Catherine Saint, shall be in charge of all matters relating to this Agreement and any agreement or approval made by such person shall be binding on the Consultant. The Manager-in-Charge shall not be replaced without the written consent of the City.

4.3 Responsibilities of the City. The City shall provide all relevant documentation in its possession to the Consultant upon request and City staff shall work with Consultant in order to facilitate its performance of its services hereunder.

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

5.0 TERMINATION.

5.1 Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party thirty (30) days written notice of such termination and the effective date thereof. In the event of such termination, Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered in a manner reasonably satisfactory to the City and fees incurred pursuant to this Agreement through the notice of termination.

5.2 If the Consultant or the City fail to fulfill in a timely and proper manner

its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

5.3 In the event of termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City.

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

7.0 INSURANCE REQUIREMENTS.

7.1 The Consultant, at the Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies:

7.1.1 Workers' Compensation Coverage. The Consultant shall maintain Workers' Compensation Insurance for its employees in accordance with the laws of the State of California. In addition, the Consultant shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior

to such change. The insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees, and volunteers for losses arising from work performed by the Consultant for City.

7.1.2 General Liability Coverage. The Consultant shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

7.1.3 Automobile Liability Coverage. The Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If Consultant or Consultant's employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

7.1.4 Professional Liability Coverage. The Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or its officers, employees, or agents during the time this Agreement was in effect.

7.2 Endorsements. Each insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 – 8.2.7 below. Consultant also agrees to require all Consultants and subcontractors to do likewise.

7.2.1 "The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations."

7.2.2 This policy shall be considered primary insurance with respect to the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with this policy.

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

7.2.4 Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required under this Agreement and which is applicable to a given loss will be available to the City.

7.2.5 The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

7.2.6 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

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

7.2.8 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.3 Self Insured Retention/Deductibles. Policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible

constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

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

7.5 Failure to Procure Insurance. Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of contract under which the City may terminate this Agreement pursuant to Section 5.2 above.

8.0 ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. The Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If the City consents to such subcontract, the Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

9.0 COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The Consultant shall use the standard of care in its profession and comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1 Taxes. The Consultant agrees to pay all required taxes on amounts paid to the Consultant under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. In the event that the City is audited by any Federal or State agency regarding the independent contractor status of the Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the City and the Consultant, then the Consultant agrees to reimburse the

City for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

9.2 Workers' Compensation Law. The Consultant shall fully comply with the workers' compensation law regarding the Consultant and the Consultant's employees. The Consultant further agrees to indemnify and hold the City harmless from any failure of the Consultant to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to the Consultant as a result of the Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

9.3 Licenses. The Consultant represents and warrants to the City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the Consultant to practice its profession. The Consultant represents and warrants to the City that the Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the Consultant to practice its profession.

10.0 CONFLICT OF INTEREST. The Consultant confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The Consultant shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation. Consultant and its associates and subcontractors will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.)* and Government Code Section 1090.

11.0 RECORDS AND AUDITS. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City or any authorized representative. All records shall be made available at the request of the City, with reasonable notice, during regular business hours, and shall be retained by the Consultant for a period of three years after the expiration of this Agreement.

12.0 OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City. The Consultant shall at its sole expense provide all such documents to the City upon request.

13.0 INDEPENDENT CONTRACTOR. The Consultant is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of the Consultant or any of the Consultant's employees or agents, except as herein set forth. The Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City. The Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent.

14.0 NOTICE. All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered, delivered electronically, or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

City of Rolling Hills
2 Portuguese Bend Road.
Rolling Hills, CA 900

Attention: City Manager

CONSULTANT:
GPA Consulting
840 Apollo St., Suite 312
El Segundo, CA 90245

Attention: Richard Galvin, Vice President

15.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

16.0 ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties through written amendment to the Agreement.

17.0 WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

18.0 EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

19.0 AUTHORITY TO ENTER AGREEMENT. The Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party

20.0 COPYRIGHT. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

21.0 FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.
Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, subcontractors, and agents for the accuracy and competency of the information provided or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, subcontractors, and agents.

22.0 CORRECTIONS. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonable timely manner agreed to by both parties, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant. Before the City steps in, the parties will agree on a process where both parties review and approve the correction plan to ensure that the correction is in line with the scope of work.

23.0 DISPUTE RESOLUTION. The Parties agree to attempt in good faith to first resolve any dispute arising out of or relating to this Agreement through negotiations between authorized representatives of each respective Party in the normal course of business, prior to either party commencing any legal action or resorting to any other remedies. The parties agree to first attempt mediation prior to initiating litigation or other binding dispute resolution.

24.0 ATTORNEYS' FEES. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting, and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

This Agreement is executed on March 24, 2025, at City of Rolling Hills, California.

CITY OF ROLLING HILLS:

_____
Karina Bañales, City Manager

CONSULTANT:

_____
By: Richard Galvin, Vice President

ATTEST:

_____
Christian Horvath, City Clerk

APPROVED AS TO FORM:

_____
Patrick Donegan, City Attorney

EXHIBIT A

SCOPE OF SERVICES

CONSULTING

GPA

City of Rolling Hills

Eastfield Drive Electrical Utility Undergrounding Mitigation Project

Proposal for Environmental Services

March 2025

I. Project Understanding & Approach

The City of Rolling Hills proposes to underground approximately 4,735 linear feet of 16kV utility lines along Eastfield Drive (project). The City would work with the Southern California Edison to perform and manage the design, engineering and construction of the project. Proposed improvements would include the removal of 21 utility poles, overhead wires, and attached equipment, and the installation of five concrete vaults, 10 transformer pads, and 11 handholes. Ground disturbing activities are estimated to take place for 6 months.

The City is designated as a Very High Fire Hazard Severity Zone (VHFHSZ) by the California State Fire Marshall. The City has historically been subject to fires/wildfires threatening loss of life and property. Due to the City's aging population and lack of dual street egress, the loss of life risk is increased.

To eliminate fires caused by wildlife interference with utility lines or equipment failure, the City is working toward undergrounding as many utility lines along the most heavily trafficked streets. This project would reduce the risk of wildfire and the associated risk of loss of life, property, and services in the area. The project is included in the City's latest Hazard Mitigation Plan Update and is considered a priority.

The project is funded through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP); therefore, environmental documentation pursuant to the National Environmental Policy Act (NEPA) is required, and FEMA is the NEPA lead agency. The California Governor's Office of Emergency Services (Cal OES) is responsible for identifying program priorities, reviewing sub applications and forwarding recommendations for funding to FEMA. FEMA, as the NEPA lead agency, has final approval for activity eligibility and funding. The project also requires compliance with the California Environmental Quality Act (CEQA), and the City is the CEQA lead agency.

The City prepared and completed the HGMP sub application for the project; based on a letter and enclosed sub application from CalOES dated February 4, 2022, GPA understands that the City was awarded the HMGP funds for the project. FEMA determined that the project is covered by the Region IX Programmatic Environmental Assessment (PEA) under Section 2.3, Constructing, Modifying, or Relocating Facilities. The project approval is subject to the Record of Environmental Considerations (REC) and Standard Conditions set forth in the sub application approval package.

The project's REC determines that the project is not likely to adversely affect the Coastal California gnatcatcher (CAGN) or its designated critical habitat with the implementation of selected general avoidance and minimization measures and species-specific conservation measures outlined in the U.S. Fish and Wildlife Service (USFWS) Programmatic Biological Opinion (PBO) from the Carlsbad Fish and Wildlife Office specific to the project. The selected general avoidance and minimization measures include measures *AMM-1, AMM-3* through *AM-11, AM-13* through *AMM-15, AMM-17, AMM-19, and AMM-21;* the selected species-specific conservation measures for CAGN include *CAGN-2* and *CAGN-4* through *CAGN-7*. The conditions set forth by FEMA assume that proposed activities would take place outside of the CAGN breeding season (February 15 to August 30).

Based on input from the City, GPA understands that construction of the project is estimated to begin in May 2025 for an approximate duration of six months. GPA has notified the City that the construction of the project would overlap with the typical CAGN breeding season, and understands that the City would like to proceed with construction during the CAGN nesting season. Therefore, GPA proposes to conduct preconstruction surveys to comply with measure *CAGN-1: Habitat Assessment* of the PBO, which requires a habitat assessment to determine whether suitable habitat for the CAGN occurs in the action area. GPA will also provide worker education for the project in compliance with measure *AMM-15: Environmental Awareness Training for Construction Personnel*, and will prepare a habitat restoration plan in compliance with *CAGN 5: Habitat Restoration Plan*.

If active nests of CAGN are located within 300 feet, then an exclusionary buffer would be needed and a full-time monitor on-site during work activities (*CAGN-3: Work Restrictions Near Active Nests*). Construction monitoring has been included as an optional task (Task 5) in the event active nests of CAGN are found within 300 feet of the area of disturbance. It is assumed the project would comply with measures *CAGN-6*: *Limits on Habitat Disturbance* and *CAGN-7*: *No Permanent Loss of Habitat*. It is further assumed that the City and/or Contractor would be responsible for the implementation of measures and best management practices not included in this scope of work.

GPA has included an optional task (Task 7) in the event the City requests assistance completing the Post-Construction Notification Reporting Form, a requirement of FEMA's post-construction monitoring and reporting requirements.

In addition to the biological avoidance and minimization measures listed above, the project's REC stipulates that the Subrecipient (City) is responsible for retaining a qualified archaeologist, who meets the Secretary of the Interior's Professional Qualification Standards in archaeology, to prepare and implement a Monitoring Plan for the proposed project. The Monitoring Plan shall include monitoring by a Native American monitor of the Gabrielino/Tongva Indians of California and shall include a worker training that presents a summary of the monitoring plan to construction personnel at the onset of construction. The frequency and duration of the monitoring will be determined by the qualified archaeologist in consultation with a Native American monitor of the Gabrielino/Tongva Indians of California. As a subconsultant to GPA, Duke CRM will prepare a monitoring plan and conduct cultural awareness training to comply with the REC. This scope of work and fee does not include any Native or

Tribal monitoring. GPA has included optional tasks to assist the City with Tribal coordination (Task 4) and archaeological monitoring (Task 6).

At the request of the City, GPA has prepared this proposal to provide the following cultural and biological services, required as conditions put forth by FEMA through the project's REC.

II. SCOPE OF WORK

Task 1: Biological Resources Compliance

GPA proposes the following tasks to demonstrate compliance with measures *AMM-15: Environmental Awareness Training for Construction Personnel*, *CAGN-1: Habitat Assessment*, and *CAGN-5: Habitat Restoration Plan*.

Task 1.1 Worker Education Program

The permitted RyanEC biologist will conduct an education program for construction personnel. This will include a description of the CAGN and its habitat, the potential occurrence of this species in the project area; the measures to be implemented to conserve listed species and their habitats as they relate to the work site; and boundaries in which construction may occur. A fact sheet conveying this information will be prepared and distributed to all construction crews and project personnel entering the project area. Upon completion of the program, personnel will sign a form stating that they attended the program and understand all of the avoidance and minimization measures for the Special Status Species. Any new workers who are added to the job following this initial training program also will be required to take the program throughout the duration of construction activities. Repeated trainings are not included in this scope of work.

- *Deliverables: One Worker Education Program Training; Fact Sheet*

Task 1.2 California Gnatcatcher Preconstruction Survey

GPA will conduct an updated California Natural Diversity Database (CNDDB) search for CAGN observations and provide it to RyanEC for review. GPA will coordinate with the City and Contractor to provide RyanEC with the survey boundaries and proposed project area boundaries clearly marked within five working days of the first Field Survey date. The permitted RyanEC biologist will conduct a survey of the site between sunrise and noon within 48 hours of vegetation-clearing activities, which are assumed to begin May 27, 2025. RyanEC will survey approximately 4,735 linear feet (1.4 km) and adjacent land that can be accessed from existing roads (private property lines both sides of the road) for CAGN. RyanEC would notify the appropriate agencies of the intent to survey. A report will be prepared and provided to City the following day, along with a map and coordinates of any CAGN detection or other sensitive resources detected.

- *Deliverables: Preconstruction Survey and Reporting*

Task 1.3 Habitat Restoration Plan

GPA will prepare a Temporary Impacts Restoration/Revegetation Plan (Restoration Plan) detailing the revegetation activities to be completed for temporary impacts on CAGN habitat. The Restoration Plan

will outline the proposed restoration methodology, timing, plant palette, and monitoring requirements/timing. The Restoration Plan will include an assessment of existing conditions within the proposed restoration areas; a summary of prior management activities; any recorded observations or signs of listed or proposed species within proposed restoration areas; and a summary of any problems encountered during management and/or monitoring and remedial measures implemented to correct problems or deficiencies in the restoration plan. GPA will coordinate as needed with the City and California Department of Fish and Wildlife for development, review, and approval of the Restoration Plan.

- *Deliverable: Habitat Restoration Plan*

Task 2: Cultural Resources Compliance

GPA proposes the following tasks to demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA), as outlined in the project's REC. This scope of work and fee does not include any Native or Tribal monitoring.

Task 2.1 Monitoring Plan

As a subconsultant to GPA, Duke Cultural Resources Management (DUKE CRM) will prepare a monitoring plan. The monitoring plan will specify the communication protocols, methods that will be used to protect archaeological resources that may exist within the project, procedures for monitoring, procedures for archaeological discoveries, curation or artifacts (if discovered), and preparation of a report at the conclusion of the monitoring program.

Task 2.2 Cultural Sensitivity Training

DUKE CRM qualified archaeologist will attend the project pre-grade meeting with the Contractor, Native American(s), and others to discuss the cultural awareness training. The sensitivity training shall include a description of the types of cultural material that may be encountered, cultural sensitivity issues, the regulatory environment, and the proper protocol for treatment of the materials in the event of a find. Any new workers who are added to the job following this initial training session also will be required to take the training throughout the duration of ground disturbing construction activities. Repeated trainings are not included in this scope of work.

- *Deliverables: Monitoring Plan; Worker Education Training*

Task 3: Project Management and Meetings

Throughout the contracted period, the GPA Project Manager (PM) will maintain a clear line of communication with the City and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA PM will prepare a monthly progress report that includes the progress of each task. GPA will also maintain electronic copies of the complete environmental record of the project and will provide the City with a copy of all documentation.

GPA will attend one kick-off meeting and up to six agency meetings on an as-needed basis throughout the contracted period. It is assumed that all meetings would be held virtually, and each meeting would

last one hour. Preparation of meeting agendas and meeting minutes are not included in this scope and fee.

- *Deliverable: Monthly progress reports; attendance at one kick-off meeting and up to six agency meetings*

III. SCOPE OF WORK (OPTIONAL TASKS)

Task 4: Native American Coordination

The project's Record of Environmental Consideration (REC) requires that the monitoring plan (Task 3) shall include monitoring by a Native American monitor of the Gabrielino/Tongva Indians of California. The frequency and duration of the monitoring will be determined by the qualified archaeologist in consultation with a Native American monitor of the Gabrielino/Tonga Indians of California. If requested by the City, GPA and Duke CRM will coordinate with the City to assist the City to retain a local consulting and monitoring Tribe, as required. This will include telephone conversations, video conferences, and email communications with the City and any Tribe(s), and review of documents between the City and the Tribe.

Task 5: California Gnatcatcher Construction Monitoring

If active nests of California Gnatcatchers are located within 300 feet of the construction limits, then an exclusionary buffer would be needed and a full-time monitor on-site during work activities (*CAGN-3*). Depending on availability, the permitted REC biologist will be available to assist with construction monitoring. It is assumed that there will be 10-hour work days, at a cost per day of $1,000, over 30 working days.

- *Deliverables: Construction Monitoring for CAGN*

Task 6: Archaeological Construction Monitoring

In the event tribal consultation results in the request for a third party qualified archaeological monitor, DUKE CRM will provide one archaeological monitor during all ground disturbing activities with the potential to impact archaeological resources. The monitor will follow construction equipment (dozers, scrapers, back hoes, etc.) observing the freshly excavated soils. Monitoring will occur at the pace of construction. Occasionally the archaeological monitor will screen sediment for the presence of artifacts or ecofacts indicative of an archaeological site. In general, the archaeological monitor will stay at a safe distance from the construction equipment during monitoring, allowing construction to proceed at a normal pace. Occasionally the archaeological monitor will need to inspect sediments in the area of the equipment, necessitating a temporary slowdown. However, all efforts will be made to limit slowdowns.

The archaeological monitor will take daily photographs and maintain a daily log of monitoring activities. The daily log will include soils and stratigraphic observations. The monitor will work under the direct supervision of the DUKE CRM project archaeologist. The archaeological monitor will work in coordination with the superintendent/foreman. If the archaeological monitor discovers an archaeological resource, he/she will notify the Project Archaeologist, Owner, and Contractor, and

follow the requirements in the Monitoring Plan. Treatment of any discoveries will result in additional tasks, not included herein and will necessitate a contract amendment.

For the purposes of this proposal, we anticipate 30 days of archaeological monitoring. The actual number of monitoring days and the intensity (full-time, part-time, etc.) will be determined in the field and will be based on the actual schedule, sediment conditions, assessment of the potential presence or absence of archaeological resources. Additional monitoring in order to comply with the conditions approved by FEMA (2022) will require a contract amendment. We assume negative findings for archaeological resources. This proposal does not include a Native American monitor.

A minimum half-day charge ("show up time") per monitor will be charged for unannounced work stoppages that are not due to actions of DUKE CRM. Overtime (greater than 8 hours per day) is extra and will be billed at 1.5 times the hourly rate below.

Compliance Report

At the conclusion of fieldwork, the results of archaeological construction monitoring will be documented in a monitoring report. As DUKE CRM assumes no significant archaeological resources will be observed during the construction monitoring, a negative findings report will suffice. This report will include a brief overview of the project area's culture history and a summary of the field methods and negative results, and recommendations for future resource management, if any.

If archaeological resources are identified at any time during the Project, the following tasks will likely occur and will require a contract amendment:

1. DUKE CRM will halt or temporarily divert all ground disturbance from the discovery.

2. DUKE CRM will notify the on-site Contractor, City, FEMA, and Native American monitor(s) immediately upon any such discovery.

3. The intensity of monitoring will likely need to increase (i.e., spot-check to part-time monitoring or part-time to full-time monitoring).

4. Following consultation with the City, FEMA, and Native Americans (as necessary), tasks that may be necessary include, but are not limited to, archaeological evaluation and/or data recovery excavation, sampling and processing, mapping, research, laboratory analysis, a detailed technical report, site records, and curation of specimens into a museum or curation facility. The level of effort for these tasks varies depending on the nature and significance of the find. All work be conducted in a manner consistent with the requirements of the Monitoring Plan. These additional undertakings would require a contract amendment.

- *Deliverables: Construction Monitoring for archaeological resources; Compliance Report*

Task 7: FEMA Post-Construction Notification Reporting Form

If requested, GPA will prepare the FEMA Post-Construction Notification Form for impacts on the CAGN. GPA will coordinate with the City or contractor to obtain the appropriate information required including the acres of CAGN habitat affected, restoration efforts for the affected habitat, number of

individuals of the species that were killed or injured, number of live individuals that were observed, and success and/or failure to meet the avoidance and minimization Measures. Results of the pre-construction survey will be attached to the Post-Construction Notification Reporting Form.

- *Deliverables: FEMA Post-Construction Notification Reporting Form*

IV. ASSUMPTIONS

This Scope of Work has been prepared based on the following assumptions:

- *GPA assumes no responsibility in the event that the federal funds are de-obligated for work that does not comply with the conditions outlined in the sub application approval package.*
- *This scope of work is based on project information provided in the HMGP approval package shared by the City on February 12, 2025. If the limits of the project area or scope of the project change in a manner that would warrant additional environmental documentation not included in this scope of work, GPA will provide an additional scope of work and budget to support any additional effort required.*
- *Unless otherwise identified herein, all deliverables will be electronic. GPA will respond to a total of one round of comments on all deliverables from the City. Coordination with and reviews from FEMA are not anticipated, and have been excluded from this scope of work.*
- *The fee developed for this project assumes an eight-month period of performance. If the project is delayed, and requires additional months of project management, a budget augmentation will be requested.*
- *This estimate does not include focused or specialized surveys for species other than CAGN, detailed habitat mapping, jurisdictional habitat delineations, or any permitting activities, including a formal biological assessment in support of Section 7 or Section 10 of the Endangered Species Act.*
- *The City will provide unimpeded access to the project site and survey areas, and the entire site will be accessible and can be walked safely.*
- *This scope of work does not include any Native or Tribal monitoring.*
- *There will be no meetings or correspondence with local, state, or federal agencies, unless otherwise identified herein.*
- *Repeated education trainings are not included in this scope of work.*
- *No changes to protocol will be made by any agency prior to the field surveys being completed and report submitted.*
- *It should be explicitly understood that hours may be allocated differently among tasks and available personnel.*
- *The fee for optional monitoring Tasks 5 and 6 assumes 8-hour work days over 30 working days.*

EXHIBIT B

FEE AND COST SCHEDULE

Fee Proposal

Eastfield Drive Utility Undergrounding Mitigation Project
GPA Consulting

No.	Task Description	Richard Galvin Principal Env. Planner $ 365.00	Catherine Saint Senior Env. Planner $ 210.00	Martin Rose Senior GIS Analyst $ 190.00	Jennifer Johnson Senior Assoc. Biologist $ 240.00	Angela Scudiere Senior Biologist $ 210.00	Victoria Masjuan Assoc. Biologist $ 150.00	Lizbeth Pliego Guzman Assoc. Biologist $ 150.00	Total Hours	Other Direct Costs	Subconsultants	Total Labor Costs	Grand Total (Labor, Subs, ODCs)
1	**Biological Resources Compliance**								**134**		**$ 4,000.00**	**$ 24,220.00**	**$ 28,220.00**
1.1	Worker Education Program				4				**4**		**$ 1,500.00**	**$ 960.00**	**$ 2,460.00**
1.2	California Gnatcatcher Pre-Construction Survey		2	4	8				**14**		**$ 2,500.00**	**$ 3,100.00**	**$ 5,600.00**
1.3	Habitat Restoration Plan		4	12	12	16	56	16	**116**		**$ -**	**$ 20,160.00**	**$ 20,160.00**
2	**Cultural Resources Compliance**								**8**		**$ 4,420.00**	**$ 1,680.00**	**$ 6,100.00**
2.1	Monitoring Plan		4						**4**		**$ 2,690.00**	**$ 840.00**	**$ 3,530.00**
2.2	Cultural Sensitivity Training		4						**4**		**$ 1,730.00**	**$ 840.00**	**$ 2,570.00**
3	**Project Management**	6	14						**20**		**$ -**	**$ 5,130.00**	**$ 5,130.00**
	SUBTOTAL	6	28	16	24	16	56	16	162		**$ 8,420.00**	**$ 31,030.00**	**$ 39,450.00**
4	Native American Coordination (Optional)	2	4						**6**		**$ 1,640.00**	**$ 1,570.00**	**$ 3,210.00**
5	California Gnatcatcher Construction Monitoring (Optional)		2	4	6				**12**		**$ 30,000.00**	**$ 2,620.00**	**$ 32,620.00**
6	Archaeological Construction Monitoring (Optional)		4						**4**		**$ 34,500.00**	**$ 840.00**	**$ 35,340.00**
7	FEMA Post-Construction Notification Form (Optional)	2	4	8	4			16	**34**		**$ -**	**$ 6,450.00**	**$ 6,450.00**
	SUBTOTAL (Optional Tasks)	4	14	12	10			16	56		**$ 66,140.00**	**$ 11,480.00**	**$ 77,620.00**
	TOTAL HOURS	10	42	28	34	16	56	32	218				
	TOTAL COST	$ 3,650.00	$ 8,820.00	$ 5,320.00	$ 8,160.00	$ 3,360.00	$ 8,400.00	$ 4,800.00		$ -	**$ 74,560.00**	**$ 42,510.00**	**$ 117,070.00**

Agenda Item No.: 13.E
Mtg. Date: 03/24/2025

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 A PROFESSIONAL SERVICES AGREEMENT WITH RYAN ECOLOGICAL CONSULTING TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE 20C PORTION OF THE CREST ROAD EAST FIRE PREVENTION POWER LINE UNDERGROUNDING PROJECT IN AN AMOUNT NOT TO EXCEED $2,000 FUNDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION PROGRAM #DR4344-PJ0526, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **March 24, 2025**

BACKGROUND:
The City applied for grant funds through the California Governor's Office of Emergency Services (CalOES)/Federal Emergency Management Agency (FEMA) Hazard Mitigation Program. On September 14, 2020, the City was awarded $1,145,457 of Federal funds to underground utility infrastructure along Crest Road East from the eastern city limits to the frontage of 67 Crest Road East. The grant requires a local match of 25% ($381,819) for a total project amount of $1,527,276. The local match can be fulfilled using the California Public Utilities Commission (CPUC) Rule 20A work credits.

The entire project was initially characterized as a CPUC Rule 20A project. For Rule 20A projects, Southern California Edison (SCE) handles the design and joint trench bidding and assists in coordinating with the other utility companies. City staff held a kick-off meeting with SCE on January 13, 2021. SCE commenced its work by performing a site visit and taking measurements to confirm the scope and limits of the work, as well as preparing a Rough Order of Magnitude (ROM) estimate for the project. The ROM was submitted to the City on February 25, 2021, and is based on the following: the removal of 8 poles and approximately 1,340 feet of overhead wires, and the conversion of one overhead service to an underground feed covering the area from Crest Road, from 87 Crest Road to the East City Limits. The ROM cost estimate for the entire project was $1,000,000, expressed in 2023 dollars. The City sent

SCE an email of concurrence for this ROM on March 3, 2021.

On May 10, 2021, the City Council adopted Resolution No. 1275 to establish an Underground Utility District and set a public hearing for the June 14, 2021 City Council Meeting.

On June 14, 2021, the City Council adopted Resolution No. 1276 to create Underground Utility District No. 1 (Crest Road) to support the Crest Road East CalOES/FEMA Hazard Mitigation Grant Project.

Subsequent to the abovementioned assumptions, SCE recognized that the growing costs to execute the project limited the linear feet that the ROM would cover under the Rule 20A program. The growing cost escalations also increased the City's match fund obligation from an estimated $381,000 to $1,000,000.

As such, the project was divided into two Rule 20 programs. Rule 20A would cover the majority of Crest Road, with SCE responsible for the design, joint trench bidding, and assisting in the coordination with the other utility companies. The remainder of the project was converted to a Rule 20C program where the City of Rolling Hills would be required to handle the civil design, joint trench bidding, and assist in coordinating with the other utility companies. The City is responsible for the completion of the Rule 20C segment, including lateral connections to residential panels.

The City complied with all requirements and released a Request for Proposals (RFP) for Civil Engineering Services on or around April 11, 2023. Proposals were originally posted as due on May 9, 2023 and extended to May 11, 2023.

On June 12, 2023, the City Council entered into a professional services agreement with DCA Engineering as they were the only respondents to the solicitation. DCA worked with staff over the subsequent months to prepare the Civil Engineering specifications and construction bid documents.

On September 25, 2023, the City officially released the 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB. # 2023-04 Request for Bid and posted it on the City's website.

A mandatory job walk was held on October 3, 2023, and seven interested parties attended. Following the walk, the City Clerk realized that a formal Public Notice had not been published.

On October 7 and 12, 2023, the City published the Request for Bid in a local newspaper as mandated by the State Public Contract Code. No potential bidders attended the second job walk.

O n October 23, 2023, the City received two (2) sealed bids and determined that VCI Construction, Inc. (VCI) was the lowest responsive and responsible bidder. City staff also filed a one-year grant extension request with CalOES due to SCE's inability to release their Bid for the Rule 20A portion.

In the Spring/Summer of 2024, VCI performed and completed the construction work for the 20C portion.

In the Fall/Winter of 2024 and into January 2025, SCE's selected contractor performed and completed the construction work for the 20A portion.

The project was completed ahead of the February 7, 2025 required end date to allow for a 3-month closeout period with CalOES.

DISCUSSION:
The City has another FEMA/CalOES Utility Underground grant project for Eastfield Drive. In recent months, during preparation for engineering services ahead of construction bid development, staff became aware of the Record of Environmental Considerations (REC) – which posited certain environmental requirements and Standard Conditions as set forth in the sub application approval package. As a result of questions on how best to comply, staff consulted with CalOES and was made aware of certain conditions related to gnatcatcher monitoring and native American monitoring.

Once notified, staff began to work with the City Attorney, CalOES, the Gabrielino/Tonga Indians of California and GPA Consulting (GPA) on how best to comply with any required grant conditions.

GPA has been an ongoing consultant to the City on the FEMA/CalOES Vegetation Management Grant and provides a variety of services in the areas of environmental planning, historic preservation, and biology. As part of the securing their services for the Eastfield Drive grant project, GPA recommended using one of their sub-consultants, Ryan Ecological Consulting (RyanEC) to assist the City in performing a post-construction survey for the California Coastal gnatcatcher within the Crest Road East 20C portion where construction had occurred during the nesting season.

To ensure the City complies with the gnatcatcher-related requirements, RyanEC's proposed scope and fees (Attachment A) are designed to provide a survey of existing conditions and a subsequent report.

The City Attorney is coordinating with a Native American monitor of the Gabrielino/Tonga Indians of California as it relates to the other requirement.

FISCAL IMPACT:
Under Rule 20C, the City is required to cover the costs for any contracted work and then be reimbursed from the grant funds. The grant pays for 75% of the fee and the City pays 25% of the fee using Rule 20A tariff credits. Staff will return to Council with a proposed resolution to amend the budget based on the costs and flow of funds described herein.

The total not-to-exceed fee for Ryan Ecological Consulting is $2,000.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:
GR_BID_250314_REC_CAGN_PostConSurvey_Proposal.pdf
CA_AGR_250324_REC_CrestRdEast_UU_Environmental_F.pdf

WorkersCompLetter_2021.pdf

Ryan Ecological Consulting
526 West Colorado Blvd.
Monrovia, CA 91016
(949) 923 8224

Jennifer Johnson
GPA Consulting
840 Apollo St suite 312
El Segundo, CA 90245

March 14, 2025

Sent via e-mail to: jennifer@gpaconsulting-us.com

Re: California Gnatcatcher post-construction survey

Dear Jennifer,

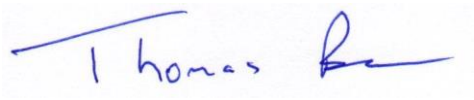
As requested, Ryan Ecological Consulting (REC) proposes to conduct a post-construction survey for California Gnatcatcher and report in support of the Crest Road East Project in the City of Rolling Hills, California.

The proposal is based on information provided by GPA Consulting. It involves surveying approximately 570 linear feet and adjacent lands that can be accessed from exisiting roads (private property lines both sides of the road) for California Gnatcatcher. My understanding of the project is that it would include notifying the agencies of my intent to survey, conducting a single post-construction survey and a letter report.

Notice to proceed for the services described in Exhibit A can be accomplished by entering into a contract with Ryan Ecological Consulting. We look forward to working with you on this project and are excited to present our biological resources services to you.

Should you have any questions concerning this scope of work and cost estimate, please contact me at (949) 923-8224 or tryanbio@gmail.com.

Best wishes,



Thomas Ryan

Ryan Ecological Consulting

Exhibit A: Proposed Scope of Work.

Task 1. Postconstruction Survey & Report. The permitted REC biologist will conduct a survey of the site between sunrise and noon within 48 hours of vegetation-clearing activities. A report will be prepared and provided to the Client later that day, along with a map and coordinates of any California Gnatcatcher detection or other sensitive resources detected.

Estimated Costs (fixed fee)

Task 1. Preconstruction Survey and Report	$2,000.00
Total (includes mileage, expenses and indirect costs)	**$2,000.00**

Payment. Invoices will be submitted monthly to the Client on the last day of the month (or previous Friday if it falls on a weekend) and payment is due within 30 days of receipt of payment to the Client or a maximum of 120 days after submission.

Estimate Assumptions.

1) GPA Consulting (the Client) will provide an aerial photo with the survey boundaries and proposed project area boundaries clearly marked within 5 working days of the first Field Survey date.
2) The Client will provide a recent CNDDB database search of the quad and surrounding quads for gnatcatcher observations.
3) That the survey area for gnatcatcher is no larger than 80 acres. Any suitable habitat within buffers can be effectively surveyed from the project right-of-way.
4) This estimate does not include focused or specialized surveys for other species, detailed habitat mapping, jurisdictional habitat delineations, or any permitting activities, including a formal biological assessment in support of Section 7 or Section 10 of the Endangered Species Act.
5) The Client will provide unimpeded access to the project site and survey areas.
6) That the entire site will be accessible and can be walked safely.
7) There will be no meetings or correspondence with local, state, or federal agencies.
8) There will be no additional on-site meeting required with the Client, their contractors, or agencies beyond that required for Task 2.
9) The Client will require no more than one electronic copy of the draft and final report.
10) That the site can be surveyed safely by the biologist. If it is still deemed unsafe in the judgment of the REC biologist, the Client may need to make arrangements for a second surveyor to accompany the biologist.
11) That a second, permitted contract biologist may be used.
12) That no changes to the protocol will be made by any agency prior to the surveys being completed and report submitted.
13) That surveys are not interrupted by public health orders.

This proposal is valid for 90 days from the date submitted.

PROFESSIONAL SERVICES AGREEMENT

REGULATORY PERMITTING SERVICES

This Agreement is made and entered into by and between the City of Rolling Hills, a municipal corporation (hereinafter referred to as the "City"), and Ryan Ecological Consulting., a California corporation (hereinafter referred to as "Consultant").

R E C I T A L S

A. The City desires to utilize the services of Consultant as an independent contractor to satisfy the environmental requirements for the Crest Road East Utility Undergrounding Project funded by the Federal Hazard Mitigation Grant Program (HMGP).

B. The Consultant warrants to the City that it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement.

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

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement as Exhibit A, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement shall govern. The Scope of Work may be amended from time to time in writing and signed by both parties by way of written amendment to this Agreement. The location where services are to be performed shall be determined by mutual agreement of the parties' representatives. To the extent that services are performed in City Hall, Consultant agrees that its employees will abide by any COVID-19 protocols then in effect. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

2.0 TERM OF AGREEMENT. This Agreement will become effective upon execution by both parties and will remain in effect for a period of one year from said date unless otherwise expressly extended and agreed to by both parties in writing through written amendment to this Agreement or terminated by either party as provided herein.

3.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for

its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit A, the Scope of Work's fee and cost schedule for the services attached to and made part of this Agreement subject to a do not exceed amount in the amount of $2,000. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The Consultant shall be paid within forty-five (45) days of presentation of an invoice to the City for services performed to the City's satisfaction. The Consultant shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the City.

4.0 CONTRACT ADMINISTRATION

4.1 The City's Representative. Unless otherwise designated in writing, the City Manager shall serve as the City's representative for the administration of this Agreement. All activities performed by the Consultant shall be coordinated with the City Manager.

4.2 Manager-in-Charge. For the Consultant, Thomas Ryan, shall be in charge of all matters relating to this Agreement and any agreement or approval made by such person shall be binding on the Consultant. The Manager-in-Charge shall not be replaced without the written consent of the City.

4.3 Responsibilities of the City. The City shall provide all relevant documentation in its possession to the Consultant upon request and City staff shall work with Consultant in order to facilitate its performance of its services hereunder.

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

5.0 TERMINATION.

5.1 Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party thirty (30) days written notice of such termination and the effective date thereof. In the event of such termination, Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered in a manner reasonably satisfactory to the City and fees incurred pursuant to this Agreement through the notice of termination.

5.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

5.3 In the event of termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City.

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

7.0 INSURANCE REQUIREMENTS.

7.1 The Consultant, at the Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies:

7.1.1 Workers' Compensation Coverage. The Consultant shall maintain Workers' Compensation Insurance for its employees in accordance with the laws of the State of California. In addition, the Consultant shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers'

Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees, and volunteers for losses arising from work performed by the Consultant for City.

7.1.2 General Liability Coverage. The Consultant shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

7.1.3 Automobile Liability Coverage. The Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If Consultant or Consultant's employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

~~7.1.4 Professional Liability Coverage. The Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per-occurrence basis. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or its officers, employees, or agents during the time this Agreement was in effect.~~

7.2 Endorsements. Each insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 – 8.2.7 below. Consultant also agrees to require all Consultants and subcontractors to do likewise.

7.2.1 "The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant,

including materials, parts, or equipment furnished in connection with such work or operations."

7.2.2 This policy shall be considered primary insurance with respect to the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with this policy.

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

7.2.4 Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required under this Agreement and which is applicable to a given loss will be available to the City.

7.2.5 The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

7.2.6 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

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

7.2.8 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.3 Self Insured Retention/Deductibles. Policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this

requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

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

7.5 Failure to Procure Insurance. Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of contract under which the City may terminate this Agreement pursuant to Section 5.2 above.

8.0 ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. The Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If the City consents to such subcontract, the Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

9.0 COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The Consultant shall use the standard of care in its profession and comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1 Taxes. The Consultant agrees to pay all required taxes on amounts paid to the Consultant under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. In the event that the City is audited by any Federal or State agency regarding the independent contractor status of the Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship

between the City and the Consultant, then the Consultant agrees to reimburse the City for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

9.2 Workers' Compensation Law. The Consultant shall fully comply with the workers' compensation law regarding the Consultant and the Consultant's employees. The Consultant further agrees to indemnify and hold the City harmless from any failure of the Consultant to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to the Consultant as a result of the Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

9.3 Licenses. The Consultant represents and warrants to the City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the Consultant to practice its profession. The Consultant represents and warrants to the City that the Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the Consultant to practice its profession.

10.0 CONFLICT OF INTEREST. The Consultant confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The Consultant shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation. Consultant and its associates and subcontractors will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.)* and Government Code Section 1090.

11.0 RECORDS AND AUDITS. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City or any authorized representative. All records shall be made available at the request of the City, with reasonable notice, during regular business hours, and shall be retained by the Consultant for a period of three years after the expiration of this Agreement.

12.0 OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of

the Consultant shall be at the sole risk of the City. The Consultant shall at its sole expense provide all such documents to the City upon request.

13.0 INDEPENDENT CONTRACTOR. The Consultant is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of the Consultant or any of the Consultant's employees or agents, except as herein set forth. The Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City. The Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent.

14.0 NOTICE. All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

City of Rolling Hills
2 Portuguese Bend Road.
Rolling Hills, CA 900

Attention: City Manager

CONSULTANT:
Attention: Thomas Ryan
Ryan Ecological Consulting
526 West Colorado Blvd.
Monrovia, CA 91016

15.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

16.0 ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties through written amendment to the Agreement.

17.0 WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

18.0 EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

19.0 AUTHORITY TO ENTER AGREEMENT. The Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party

20.0 COPYRIGHT. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

21.0 FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.
Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, subcontractors, and agents for the accuracy and competency of the information provided or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, subcontractors, and agents.

22.0 CORRECTIONS. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

23.0 ATTORNEYS' FEES. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting, and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing

party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

This Agreement is executed on March 24, 2025, at City of Rolling Hills, California.

CITY OF ROLLING HILLS:

_____
Karina Bañales, City Manager

CONSULTANT:

_____
By: Thomas Ryan

ATTEST:

_____
Christian Horvath, City Clerk

APPROVED AS TO FORM:

_____
Patrick Donegan, City Attorney

EXHIBIT A

SCOPE OF SERVICES
FEE AND COST SCHEDULE

Ryan Ecological Consulting
526 West Colorado Blvd.
Monrovia, CA 91016
(949) 923 8224

WORKERS COMPENSATION – NOTICE OF EXEMPTION

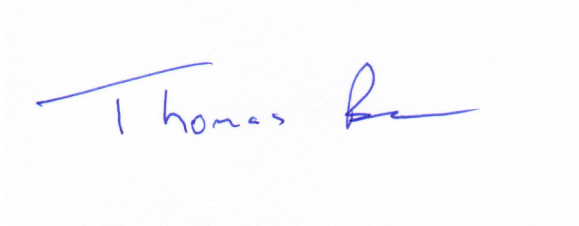
Date: November 15, 2021

To Whom It May Concern:

Please be advised that due to the fact that I do not carry payroll, am the sole owner and employee, and we have no employees, Ryan Ecological Consulting is not required to carry workers compensation insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.

Please call me should you have any questions at (949) 923-8224.

Sincerely,



Thomas Ryan
President
Ryan Ecological Consulting

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.F
Mtg. Date: 03/24/2025

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: **ADOPT RESOLUTION NO. 1386 APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS AND AUTHORIZE THE CITY MANAGER TO SIGN THE MASTER ANNUAL ALLOCATION GRANT AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**

DATE: **March 24, 2025**

BACKGROUND:
On November 8, 2016, the voters of the County of Los Angeles approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conversation Measure (Measure A). Measure A authorizes funding for park, recreation, and open space projects and their maintenance through an annual special tax on all taxable real property in the County. Measure A distributes funds through annual allocations using set formulas and through competitive grants. The annual allocation varies based on revenue received each year. The Los Angeles County Regional Park and Open Space District (RPOSD), which administers the funds, requires agencies to adopt a resolution authorizing the submittal of applications and acceptance of the grant funds (Attachment A) and signing an Agreement (Attachment B) accepting the terms and conditions summarized in the Discussion section of this report.

DISCUSSION:
The City of Rolling Hills is currently allocated approximately $9,000 - $10,000 per year and has accrued a balance of $67,142 held by RPOSD. The annual funding is based on a formula that uses census data and Los Angeles County's Park Needs Assessment which analyzes park and recreation needs on a countywide basis. Measure A annual allocation funds can be used for planning, design, and construction of various parks, open space, and recreational use projects subject to approval by RPOSD. The RPOSD also offers a variety of other competitive grant programs that the City may be eligible for in the future.

Under the terms of the RPOSD, applicants for any project funding must submit an adopted resolution demonstrating that its governing body has authorized the filing of the application to request grant funds for future recreation and parks projects or programs. This action does not commit the City to any grant funds or projects at this time but is essentially notifying the County that the City is interested in Measure A grant funds. Approval of the resolution would allow staff to seek the City's annual allocation funding in the future to help supplement funding for projects or programs, such as projects programmed in the Capital Improvement Program (CIP). Staff could also continue to explore other grant opportunities as they become available from RPOSD. Approval of the resolution is required before the Master Annual Allocation Grant Agreement (Agreement) can be signed and submitted to RPOSD. Staff is recommending that the City Council authorize the City Manager to sign the Agreement.

The Agreement authorizes grantees to submit grant projects for a wide range of recreation and open space projects. Projects are subject to review and approval by the RPOSD. The RPOSD reimburses funds to grantees for eligible approved costs up to 90% of the grant funds specified in the Notice to Proceed (NTP). The remaining 10% would be disbursed upon the completion of the project and approval by the RPOSD. Precise requirements are based upon the individual grant, but typical requirements include a commitment to allow for public accessibility. Compliance with applicable provisions of the California Environmental Quality Act (CEQA) is required. The grantee is required to record a deed restriction on any real property acquired and/or developed with Measure A funds requiring compliance in perpetuity. The grantee is required to acknowledge RPOSD's financial assistance with any project via printed and promotional materials, social media, and project signage.

Projects must be open and accessible without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, mental handicap, medical condition, or place of residence. The grantee may not charge fees that differentiate between residents and non-residents or provide preferential treatment for residents, e.g. early registration. Grantees must maintain adequate financial documents and records to accurately account for the disbursement of Measure A funds for at least five years after the grant is closed or terminated. RPOSD may conduct a financial audit within a five-year time frame and reserves the right to recover funds lacking adequate documentation.

Following the execution of the Agreement, Staff could identify and pursue appropriate projects specific to the City Hall Campus that could be partially or completely funded with RPOSD grant funds. Staff would bring these proposed projects back to the City Council's consideration at a future meeting. At this time, the City does not need to have an identified and approved project to submit the attached resolution and Agreement to RPOSD. Submitting the Agreement does not commit the City to a particular project.

FISCAL IMPACT:
The recommended City Council action does not require additional budget appropriation at this time. If an eligible recreation or park project or program is identified for the City Hall Campus and approved by the Los Angeles County Regional Park and Open Space District, the City Council will be asked to consider the proposed project or program and any requested budget.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Attachment A - ResolutionNo1386_MeasureA_BlanketAuthForGrantFunds_F.pdf
Attachment B - CL_AGN_250324_CC_MeasureA_A66_RH_MasterAgreement.pdf

RESOLUTION NO. 1386

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of Rolling Hills to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of Rolling Hills must comply with; and

WHEREAS, The City of Rolling Hills will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

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

Section 1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

Section 2. Certifies that The City of Rolling Hills understands the assurances and will comply with the assurances in the application form; and

Section 3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2025.

_____
JEFF PIEPER
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

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

I certify that the foregoing Resolution No. 1386 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

was approved and adopted at a regular meeting of the City Council on March 24, 2025 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
CHRISTIAN HORVATH
CITY CLERK

Measure A Annual Allocation Grant Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

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

This Annual Allocation Grant Agreement ("Agreement") is made and entered into by and between the City of Rolling Hills ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD"). Grantee agrees to complete Annual Allocation projects as described in any Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of this Agreement, approved by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation, and pursuant to Measure A.

RECITALS

WHEREAS, RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and Measure A, is authorized by the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD, to implement Measure A and administer Measure A grants;

WHEREAS, Grantee is a public entity eligible for Annual Allocation awards; and

WHEREAS, this Agreement is authorized by Measure A;

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, RPOSD and Grantee agree as follows:

Definitions

Annual Allocations: Annual grant funds allocated pursuant to Section 5, subdivision (b) of Measure A.

Board of RPOSD: The County of Los Angeles Board of Supervisors acting in its capacity as the governing body of the RPOSD.

Good Standing: Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees in order for payment requests to be processed and to receive or apply for any grant funds from RPOSD.

Grants Administration Manual (GAM): The document that details the policies and procedures for administering grants awarded by RPOSD. From time to time, it shall be amended or changed by RPOSD as described in this agreement.

Grants Management System (GMS): The online Grants Management System used by RPOSD to track Measure A grant-funded projects.

Measure A: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure to levy a special tax and issuing bonds approved by voters on November 8, 2016.

Notice to Proceed (NTP): A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of deliverables as described in the Notice to Proceed (Attachment A). Upon issuance by RPOSD, the NTP confirms approval of an identified project and a specified grant amount and authorizes Grantee to commence performance of said project. The NTP shall include the specifics of the approved project, such as the scope of work, funding award, and performance period for the project.

NTP Performance Period: The timeframe within which Grantee is to complete a project as detailed in each Work Plan. Project costs must be incurred within the NTP Performance Period for each project to be eligible for reimbursement.

Project: Acquisition, development, planning and design/or innovation projects utilizing Annual Allocation funding, and as set forth in an executed NTP.

Scope of Work: Grantee's written description of tasks and deliverables for a project, as set forth in the Work Plan.

Work Plan: A plan that details the proposed elements of a project: scope of work, deliverables, timeline, budget, land tenure, perpetuity plan, community engagement plan, funding acknowledgement, and attachments (as needed).

TERMS AND CONDITIONS

Article 1: Conditions

A. This Agreement applies to all grant funds allocated to Grantee for projects which Grantee has applied for, and which have been approved by RPOSD, as evidenced by the issuance of an NTP.

B. The Work Plan and its required attachments, and any subsequent changes or additions approved by RPOSD, are hereby incorporated in this Agreement as though set forth in full.

C. The GAM, and any subsequent changes or additions thereto, and the Measure A Resolution are also hereby incorporated in this Agreement as though set forth in full.

D. As per the approved NTP(s), RPOSD grants the Grantee a sum of money not to exceed the budget amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the NTP Scope of Work for the approved Work Plan and under the terms and conditions set forth in this Agreement.

E. Grantee acknowledges that it may be required to furnish any additional funds necessary to complete the project approved in the NTP.

F. Any non-recreational use of the project area must be preapproved in writing by RPOSD, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of the project shall be used for recreation development, additional acquisition, operation or maintenance at the project site, unless RPOSD approves otherwise in writing.

G. Grantee agrees that any gross income that accrues to a grant-assisted development project authorized by the NTP during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular project described in the NTP, unless RPOSD approves otherwise in writing.

Article 2: Term of Agreement

This Agreement is effective upon the date it is fully executed by the Grantee and Director of RPOSD or their designees ("Effective Date") and will remain in effect in perpetuity unless terminated by RPOSD upon written notice.

Article 3: Counterparts and Electronic Signatures

A. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The email or electronic signature of the parties shall be deemed to

constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

B. RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 4: Grant Funds

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to an authorized NTP for each project. Grant funds will be disbursed and used solely by the Grantee in accordance with the Work Plan defined in the NTP for each project, subject to the provisions of this Agreement. Grantee may not combine or carryover funds remaining in one project to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work authorized in each NTP.

Article 5: Expenditure of Grant Funds and Allocation of Funds Between Budget Items

Grantee shall expend grant funds consistent with the approved NTP, which incorporates by reference the Work Plan. Any revisions to the budget that attempts to shift funds from approved budget items into a different category must be identified in a revised Work Plan within the GMS and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the Work Plan which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item may result in a corresponding decrease in the funding for one or more other budgeted items.

Article 6: Project Costs and Reimbursements

RPOSD shall reimburse to Grantee, in accordance with the authorized NTP's budget, a total amount not to exceed the amount of the NTP, as follows:

A. RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount specified in the NTP, upon the Grantee's satisfactory progress and upon submission of an electronic claim form(s), which shall be submitted no more frequently than every 45 days. RPOSD shall disburse the final 10% upon the Grantee's satisfactory completion of the project, submission of required documentation, and approval by RPOSD. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

B. Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only

reimburse for actual costs incurred and verified. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

C. Claim for reimbursement must be signed by Grantee's authorized representative. Each claim form shall be accompanied by:

    1. All receipts and any other source documents for direct expenditures and costs that Grantee seeks reimbursement for.

    2. Invoices from vendor(s) that Grantee engaged to complete any portion of the work funded under this Agreement and proof of payment (credit card statement, cleared checks) and any other source documents for costs incurred and expenditures by any such vendor(s), unless RPOSD makes a specific exemption in writing.

D. RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with reimbursement requirements or lack sufficient documentation.

Article 7: Indirect Overhead Costs

Grantee may request reimbursement of its indirect overhead costs in accordance with the GAM.

Article 8: Project Completion

Grantee shall complete the project by the Performance Period identified in the approved NTP. Upon completion of a project, Grantee shall provide RPOSD with evidence of completion by submitting:

1. All deliverables specified in the Work Plan, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);

2. Electronic submission of the final claim;

3. All required documentation as required by RPOSD.

Article 9: Deed Restriction

Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A resolution, in perpetuity consistent with the applicable provisions in the GAM.

Article 10: Funding Acknowledgement

Grantee is required to acknowledge RPOSD's financial assistance for each project that has been awarded funding consistent with the conditions set forth in the GAM, which may include, without limitation: (1) printed and promotional materials, (2) social media, and (3) project signage.

Article 11: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 12: Change of Use/Disposal

To use the property only for the purposes of Measure A and to make no other use, sale, or disposition of the property, except as described in Paragraph (A).

(A) If the use of the property acquired through grants pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient for a purpose authorized in that category or shall be reimbursed to the Parks Fund and shall be available for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for a use authorized in that category. Nothing in this Section shall limit a Public Agency from transferring property acquired pursuant to this order to the National Park Service or the State Park System, with or without consideration.

In either instance, Grantee must provide documentation to RPOSD detailing the benefits that the disposal or partial disposal of property will provide to the residents of Los Angeles County, consistent with Measure A.

Article 13: Community Outreach and Engagement

Grantee must conduct community outreach and engagement that meet the minimum requirements, as defined in the GAM, with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects, and to facilitate a transparent process by which agencies report use of Measure A funds.

Article 14: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee; and from all costs and expenses, including attorney's fees, in any action or liability arising under this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee. RPOSD shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. Grantee and RPOSD agree that the liability of the RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the GAM. Any contracts entered into, or other obligations or liabilities incurred by, Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

Article 15: Performance and Development

A. Grantee agrees to promptly submit any reports or documentation that RPOSD may request.

B. If the project described in the approved NTP includes development, Grantee shall ensure that projects adhere to environmental and sustainability efforts consistent with the Safe, Clean Neighborhood Parks, Healthy Communities and Urban Greening Program; Natural Lands, Open Spaces and Local Beaches, Water Conservation and Watershed Protection Program; Regional Recreation Facilities, Multi-Use Trails and Accessibility Program. Examples including but are not limited to: sustainability, cost-saving energy efficiency, weatherization, stormwater capture, water efficiency, including irrigation efficiency, use of reclaimed water or stormwater, and use of climate and site appropriate native California tree and plant materials.

C. If the project described in the approved NTP includes acquisition of real property, Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Article 16: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Article 17: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, directives, guidelines, and policies and procedures.

Article 18: Governing Law, Jurisdiction, and Venue

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Grantee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles**.**

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing by mail with an email copy to info@rposd.lacounty.gov.

Article 20: Audits, Accounting, Records

A. Grantee agrees to maintain accurate and complete financial records of its activities and operations relating to this Agreement and for each executed NTP in accordance with generally accepted accounting principles.

B. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following completion of each project.

C. Grantee and RPOSD agree that during regular office hours, RPOSD or its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters

related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

At any time during the term of this Agreement or at any time within five years after termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

D. Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

E. If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, Measure A or the GAM, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

Article 23: Independent Capacity

This Agreement is by and between RPOSD and Grantee and is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RPOSD and Grantee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this Agreement.

Article 27: Publicity of Project Information

Grantee shall give RPOSD the right and opportunity to use information gained from a project described in the approved NTP.

A. Grantee agrees to utilize best efforts to provide a minimum of 30 days' notice of the project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the project described in a work plan is located, as well as to other appropriate public officials.

B. Grantee shall provide quality digital photographs of the pre-construction site and completed project described in the work plan to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then Grantee shall provide quality printed Photographs of the completed project described in the work plan.

Article 28: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement on behalf of Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 29: Conflict of Interest

A. No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic

dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

B. Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted, during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 30 shall be a material breach of this Agreement.

Article 30: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 31: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 32: Long Term Obligations

A. With the written consent of RPOSD, Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, at de minimis cost, provided that approval by RPOSD is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written contract with RPOSD and agree to comply with the terms of Measure A and this Agreement.

B. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except when that access may interfere with resource protection.

C. All facilities shall be open to members of the public generally, as noted in the GAM. Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request, in perpetuity.

D. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A and this Agreement.

E. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of Measure A, GAM and/ or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

Article 33: Breach

A. Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of funds furnished under these provisions, Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the funds would be inadequate compensation. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

    1. Prior to reimbursement of funds:

        a. Withdrawal of an approved NTP;

    2. After payment (partial or full) of a specific project approved through an NTP:

        a. Seek specific performance of Grantee's obligations under this Agreement;

        b. Receive reimbursement of grant funds awarded under the NTP.

B. If RPOSD brings an action to enforce the terms of this Agreement, Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

C. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

Article 34: NTP Termination

RPOSD may withdraw, in whole or in part, an NTP and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

1. Facts have arisen, or situations have occurred, that fundamentally alter the expectations of the parties or make the purposes for an NTP or grant funds approved as contemplated infeasible or impractical;

2. Any material modifications in the scope or nature of a project have occurred from that which was presented in the NTP and such material modifications have not received the prior written approval of RPOSD;

3. Any statement or representation made by Grantee in the NTP, the grant status update report, and back up documents, or is otherwise untrue, inaccurate or incomplete in any material respect;

4. The results of RPOSD's review of the grant status update report are not acceptable to RPOSD;

5. The project described in the NTP will not or cannot be completed by the NTP Performance Period or any extensions granted thereto or delays in the implementation of the project have occurred which, in RPOSD's judgment, make the project impracticable;

6. Title to or encumbrances against the property are or become such that the Grantee is unable to complete the project described in the NTP and/or the property becomes unavailable for public use.

Article 35: Regulatory Requirements

A. Grantee will not enter into any contract, agreement, lease or similar arrangement, or agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating contracts, leases, concession contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such contracts in existence must be disclosed prior to construction.

B. Grantee (or its representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

   Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the GAM.

C. Grantee and RPOSD will conform to the requirements of Government Code Section 7920.000, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. If an NTP involves acquisition of property, however, both RPOSD and Grantee may withhold from public review any and all documents exempted under Section 7928.705, prior to completion of said acquisition.

D. If RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

E. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the project(s) by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

F. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. A66

Date

Grantee Information

NOTICE TO PROCEED
REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
AGREEMENT NO. (ENTER NUMBER)
NTP NO. (ENTER NUMBER)
STUDY AREA NO. (ENTER NUMBER)
(ENTER NAME OF ANNUAL ALLOCATIONS PROJECT)

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. _____(Enter Number), dated (Enter Date) ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated (Enter Date), for the project described as (Enter Project) ("Project").

1. Scope of Work

2. NTP Performance Period

   This Project shall be completed by the NTP Performance Period (Enter Date).

3. Grant Amount

   The total maximum amount RPOSD will reimburse Grantee for this Project is (Enter Amount), including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

   a. Grantee must complete all required deliverables identified in the attached Work Plan.
   b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.
   c. Ensure NTP NO. (Enter Number) appears on invoices submitted to RPOSD for purposes of reimbursement.

SAMPLE

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. This NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

_____
RPOSD Representative

Date: _____

SAMPLE

Agenda Item No.: 13.G
Mtg. Date: 03/24/2025

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 A LETTER OF SUPPORT FOR ROLLING HILLS ESTATE'S' GEORGE F CANYON NATURE CENTER PROJECT**

DATE: **March 24, 2025**

BACKGROUND:
On November 23, 2020, The City Council unanimously approved Resolution No. 1263 accepting the Prop 68 Per Capita Program Grant Fund allocation in the amount of $177,952 and Resolution No 1265 transferring the $177,952 to Rolling Hills Estates to help fund the redesign of the George F. Canyon Nature Center. (Attachments B-D)

DISCUSSION:
As a result of the City's previous support and donation, the City of Rolling Hills Estates is requesting an updated letter of support for the George F Canyon Nature Center Project. The letter will be used for potentially soliciting large donors towards the project and /or in pursuit of project eligible grants. Attachment A is a templated sample the Mayor can sign or the Council can modify if so desired.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented or provide direction.

ATTACHMENTS:
CL_AGN_250324_LetterOfSupport_RHE_NatureCenterProject_D.pdf
CL_AGN_201123_CC_Agenda_Item8C.pdf
ResolutionNo1263-Approving_Application_for_Per_Capita_Grant_Program_Funds.pdf
ResolutionNo1265-Transfer_of_Per_Capita_Grant_Program_Funds.pdf

March 24, 2025

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

RE: LETTER OF SUPPORT FOR THE NEW NATURE CENTER PROJECT AT GEORGE F CANYON

Dear Mr. Grammer,

As Mayor for the City of Rolling Hills, I am pleased to express our enthusiastic support for the proposed new Nature Center at George F Canyon. We look forward to a new Nature Center that the entire Palos Verdes Peninsula, surrounding communities, and visitors can enjoy.

The current Nature Center has been a treasure to our community as it provides a variety of activities and programs to ensure visitors of all ages can learn and connect with nature. The Nature Center serves everyone on the Palos Verdes Peninsula and surrounding communities, providing interactive exhibits so visitors can learn about local native plants, animals, and natural history of the canyon, while also housing small live animal exhibits to provide an up-close view of some of the local wildlife. The Nature Center also hosts a variety of educational opportunities and programs including naturalist guided hikes, third grade educational programs, bird walks, family nature time and scout programs through its partner the Palos Verdes Peninsula Land Conservancy.

A new and improved Nature Center would be a state-of-the-art facility offering larger classroom space, and outdoor nature deck area to provide enhanced opportunities to further encourage the love of our natural habit. We look forward to seeing this project funded.

Sincerely,

Jeff Pieper
Mayor
City of Rolling Hills

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 11/23/2020

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **ALAN PALERMO, PROJECT MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **CONSIDER AND APPROVE RESOLUTION NO. 1263 TO ACCEPT STATE DEPARTMENT OF PARKS AND RECREATION PER CAPITA PROGRAM GRANT ALLOCATION IN THE AMOUNT OF $177,952 FROM THE OFFICE OF GRANTS AND LOCAL SERVICES (OGALS); AND CONSIDER TRANSFER STATE DEPARTMENT OF PARKS AND RECREATION PER CAPITA PROGRAM GRANT ALLOCATION OF $177,952 TO ROLLING HILLS ESTATES FOR IMPROVEMENTS TO THE GEORGE F. CANYON NATURE CENTER AND APPROVE RESOLUTION NO. 1265 TO TRANSFER THE PER CAPITA GRANT FUND ALLOCATION.**

DATE: **November 23, 2020**

BACKGROUND:

City Council approval is requested for the City of Rolling Hills to approve a resolution to accept grant funding for the "Per Capita Program" from the Office of Grants and Local Services (OGALS), State Department of Parks and Recreation. The City was awarded a grant fund allocation in the amount of $177,952 from the "Per Capita Program" and is required to approve a resolution accepting these grant funds.

At the September 28, 2020 City Council meeting, the requirements listed in the resolution to accept the funds would be resource intensive and the Council concluded that the requirements cannot be met. The City Council directed staff to explore the following:

1. Can the funds be sold to another agency as with the Los Angeles County Proposition A allocation for transit programs?
2. Can the funds be used fire fuel abatement in the Nature Preserve?

The Prop 68 Per Capita grant funds cannot be sold to another agency but can be transferred to another agency. Per Capita funds can only be used for capital improvement. Maintenance and projects relating to maintenance of past projects or facilities is not eligible. Fire fuel abatement is considered

maintenance, not capital improvement therefore ineligible for Per Capita program funds.

At the September 28, 2020 meeting, staff presented an eligible project on the Peninsula for the Prop 68 Per Capita funding: redesign of the George F. Canyon Nature Center in the City of Rolling Hills Estates. In August 2020, Rolling Hills Estates inquired about Rolling Hills' Per Capita program allocation and requested the allocation to be transferred to support capital improvements to the George F. Canyon Nature Center.

Upon approval of the resolution to accept the grant funds, the City Council is requested to approve a resolution to transfer the City of Rolling Hills Per Capita Grant Fund allocation of $177,952 to Rolling Hills Estates.

DISCUSSION:

The grant funds must be used for eligible projects / project costs outlined in the Procedural Guide for the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 PER CAPITA PROGRAM June 2020. The City is required to submit an application packet for projects and project costs the City proposes to use these grants funds for must to OGALS for approval. Grant funds for eligible projects must be in addition to existing funding. Eligible projects using the grant funds must be completed and open to the public by June 30, 2024. All or part of the grants fund allocation can be transferred to an eligible City upon passing a resolution authorizing the transfer.

The City of Rolling Hills proposes to accept the Per Capita Program as stipulated in the Per Capita Program Procedural Guide and stated in Resolution No. 1263. Conferring with OGALS and with the City Attorney, since the City of Rolling Hills will be transferring their Per Capita Program Grants funds to Rolling Hills Estates, the requirements to accept these funds will also transfer to Rolling Hills Estates, i.e., Rolling Hills Estates must certify they will meet the requirements of the program.

FISCAL IMPACT:
Passing a resolution to accepting the Per Capita Program Grant Fund allocation and subsequently passing a resolution to transfer the Per Capita Program Grant Fund allocation to an eligible city will not have any fiscal impact on the City.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 1263 accepting the Per Capita Program Grant Fund allocation in the amount of $177,952; and recommends that the City Council approve Resolution No. 1265 transferring the Per Capita Program Grant Fund allocation in the amount of $177,952 to Rolling Hills Estates.

ATTACHMENTS:
Staff_Report_2020-09-28_8A.pdf
Resolution_1265_RE_Transfer_of_Per_Capita_Grant_Program_Funds-c1-c1_2020-11-20-1.doc
Resolution_1263_RE_Approving_Application_for_Per_Capita_Grant_Program_Funds-c1-c1_2020-11-20.docx

RESOLUTION NO. 1263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS APPROVING APPLICATION(S) FOR THE PER CAPITA GRANT PROGRAM FUNDS.

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

Section 1. Recitals.

A. The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program (the "Program"), setting up necessary procedures governing applications for the Program; and

B. The application procedures established by the State Department of Parks and Recreation require a city council to certify by resolution the approval of a project application(s) before submission of said applications to the State; and

C. The State Department of Parks and Recreation allows a local government to transfer all or part of its allocation of funds under the Program to another eligible local government, provided that certain requirements are met; and

D. The City of Rolling Hills Estates has expressed interest in using the City of Rolling Hills' Per Capital Grant Fund allocation for project(s) within the jurisdiction of the City of Rolling Hills Estates; and

E. The City Council of Rolling Hills adopted Resolution No. 1265 authorizing the City of Rolling Hills to transfer $177,952 of the General Per Capita Program allocation and $0 of the Urban County Per Capita allocation under the Program designated for the City of Rolling Hills to the City of Rolling Hills Estates; and

F. The City Council of the City of Rolling Hills similarly desires to authorize the City of Rolling Hills Estates to file project application(s) based on, at least in part, the $177,952 of the General Per Capita Program allocation and $0 of the Urban County Per Capita allocation under the Program transferred by the City of Rolling Hills to the City of Rolling Hills Estates pursuant to Resolution No. 1265.

Section 2. The City Council of the City of Rolling Hills hereby approves the filing of project application(s) by the City of Rolling Hills Estates based on, at least in part, the $177,952 of the General Per Capita Program allocation and $0 of the Urban County Per Capita allocation under the Program transferred by the City of Rolling Hills to the City of Rolling Hills Estates pursuant to Resolution No. 1265.

Section 3. The City Council of the City of Rolling Hills hereby approves the filing of said project application(s) by the City of Rolling Hills Estates in which the City of Rolling Hills Estates must certify the following:

A. The City has or will have available, prior to commencement of project work utilizing Program funding, sufficient funds to complete the project(s).

B. The City has or will have sufficient funds to operate and maintain the project(s).

C. The projects proposed will be consistent with the park and recreation element of the City's general or recreation plan. (Public Resources Code §80063(a).)

D. These funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018. (Public Resources Code §80062(d).)

E. It will comply with the provisions of §1771.5 of the State Labor Code.(Public Resources Code §80001(b)(8)(A-G).) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and

Other Public Lands and Waters," dated January 12, 2017, the City will consider a range of actions that include, but are not limited to, the following:

1) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

2) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

3) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

4) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

5) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

6) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

7) Identifying possible staff liaisons to diverse populations.

F. To the extent practicable, the project(s) will provide workforce education and training and contractor and job opportunities for disadvantaged communities. (Public Resources Code §80001(b)(5).)

G. The City shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (Public Resources Code §80062(d).)

H. The City has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide.

I. The City delegates the authority to the City Manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope.

J. The City will comply with all applicable federal, state and local laws, ordinances, rules, regulations, and guidelines.

Section 4. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 23 day of November 2020.

JEFF PIEPER
MAYOR

ATTEST:

ELAINE JENG, P.E.
ACTING CITY CLERK

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

The foregoing Resolution No. entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS APPROVING APPLICATION(S) FOR THE PER CAPITA GRANT PROGRAM FUNDS.

was approved and adopted at a regular meeting of the City Council on the 23 day of November 2020, by the following roll call vote:

AYES: MAYOR PIEPER, MAYOR PRO TEM DIERINGER, COUNCILMEMBER BLACK, MIRSCH, AND WILSON.

NOES: NONE.

ABSENT: NONE.

ABSTAIN: NONE.

and in compliance with the laws of California was posted at the following:

Administrative Offices.

ELAINE JENG, P.E.
ACTING CITY CLERK

RESOLUTION NO. 1265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AUTHORIZING THE CITY OF ROLLING HILLS TO TRANSFER $177,952 OF ITS GENERAL PER CAPITA PROGRAM ALLOCATION AND $0 OF ITS URBAN COUNTY PER CAPITA ALLOCATION TO THE CITY OF ROLLING HILLS ESTATES.

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

Section 1. Recitals.

A. The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program (the "Program");

B. The Program originates from Proposition 68, placed on the ballot via Senate Bill 5 and approved by voters on June 5, 2018, resulting in The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Funds have been made available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis;

C. The State Department of Parks and Recreation allows a local government to transfer all or part of its allocation of funds under the Program to another eligible local government, provided that certain requirements are met;

D. The City of Rolling Hills desires to transfer all of its allocation of funds under the Program to the City of Rolling Hills Estates.

Section 2. The City Council hereby authorizes the State of California to transfer $177,952 of the General Per Capita Program allocation and $0 of the Urban County Per Capita allocation under the Program designated for the City of Rolling Hills to the City of Rolling Hills Estates.

PASSED, APPROVED, AND ADOPTED this 23 day of November 2020.

JEFF PIEPER
MAYOR

ATTEST:

ELAINE JENG, P.E.
ACTING CITY CLERK

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

I certify that the foregoing Resolution No. 1265 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AUTHORIZING THE CITY OF ROLLING HILLS TO TRANSFER $177,952 OF ITS GENERAL PER CAPITA PROGRAM ALLOCATION AND $0 OF ITS URBAN COUNTY PER CAPITA ALLOCATION TO THE CITY OF ROLLING HILLS ESTATES.

was approved and adopted at a regular meeting of the City Council on 23rd, of November 2020 by the following roll call vote:

AYES: MAYOR PIEPER, MAYOR PRO TEM DIERINGER, COUNCILMEMBER BLACK, MIRSCH, AND WILSON.

NOES: NONE.

ABSENT: NONE.

ABSTAIN: NONE.

and in compliance with the laws of California was posted at the following:

Administrative Offices.

ELAINE JENG, P.E.
ACTING CITY CLERK

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.H
Mtg. Date: 03/24/2025

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **KARINA BAÑALES, CITY MANAGER**

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE A LETTER OF SUPPORT FOR FEDERAL EARMARK REQUESTS BY THE CITY OF RANCHO PALOS VERDES FOR A REGIONAL EMERGENCY OPERATIONS CENTER AND MAINTENANCE OF DEEP DEWATERING WELLS IN THE PORTUGUESE BEND LANDSLIDE AREA**

DATE: **March 24, 2025**

BACKGROUND:

On March 20, 2025, the City of Rancho Palos Verdes (RPV) requested that the City of Rolling Hills consider signing a letter of support for federal earmark funding requests being submitted by RPV. These funding requests are for two critical projects that have regional significance:

1. Development of a Regional Emergency Operations Center (EOC) at the Ken Dyda Civic Center.
2. Ongoing Operation and Maintenance of Deep Dewatering Wells in the Portuguese Bend Landslide area.

RPV is reaching out to its neighboring jurisdictions on the Palos Verdes Peninsula, including the City of Rolling Hills, to seek support for these initiatives. The deadline to submit a signed support letter to RPV is Thursday, March 27, 2025.

The final draft of the support letter, prepared by RPV, will be provided to the City Council as a Blue Folder item for review.

DISCUSSION:

Regional Emergency Operations Center (EOC):
The proposed EOC will serve the entire Palos Verdes Peninsula and will act as the central coordination hub during major emergencies or multi-city incidents. The facility is intended to

support not only RPV but also its neighboring cities, including Rolling Hills, Rolling Hills Estates, and Palos Verdes Estates. Given the lack of a dedicated EOC facility for regional emergencies on the Peninsula, this project is a critical step toward improving preparedness and response capabilities for all jurisdictions.

More information regarding the EOC will be presented at a future date.

Portuguese Bend Dewatering Wells:
RPV is also seeking federal funding to continue operation and maintenance of deep dewatering wells in the Portuguese Bend Landslide area. These wells are vital for controlling land movement and preserving the structural integrity of Palos Verdes Drive South, a major regional transportation corridor. Support for this request benefits the entire region, as Palos Verdes Drive South is a key route for residents, emergency vehicles, and regional traffic. Maintaining its usability directly impacts the safety and mobility of the broader Peninsula community.

FISCAL IMPACT:
None.

RECOMMENDATION:
Staff recommends that the City Council authorize the Mayor to sign a letter of support for Rancho Palos Verdes' federal earmark requests, emphasizing the regional benefits of the proposed Emergency Operations Center and the maintenance of the Portuguese Bend dewatering wells.

ATTACHMENTS:
CL_AGN_250324_CC_LetterOfSupport_RPV_EOC_Earmarks.pdf

March 28, 2025

The Honorable Adam Schiff
United States Senate
331 Hart Senate Office Building #112
Washington, DC 20510

The Honorable Alex Padilla
United States Senate
255 E. Temple St., Suite 1860
Los Angeles, CA 90012

RE: Support for the City of Rancho Palos Verdes's FY26 Congressionally Directed Spending (CDS) Request

Dear Senators Schiff and Padilla:

As elected representatives of the Palos Verdes Peninsula cities Palos Verdes Estates, Rolling Hills, and Rolling Hills Estates, we would like to offer our unified support to the City of Rancho Palos Verdes in its application for Congressionally Directed Spending funds for the implementation of two hazard mitigation projects, the $7,000,000 Civic Center Master Plan Project, and the $6,000,000 Deep Dewatering Wells Project. These projects seek to provide long-term solutions to ongoing hazards threatening our communities and will significantly bolster the Peninsula's emergency response capabilities.

At the present time, there is no dedicated and fully equipped emergency operations center (EOC) located within the local region. While our cities have several "warm" and "cool" EOCs, these facilities are only partially or not readily set up for a crisis. The new EOC located at Rancho Palos Verdes' Civic Center will host a number of emergency response features including the 4,000-square foot EOC building, emergency supplies storage and staging area, evacuation infrastructure, an operations command center, and the existing helopod and helipad. These features will be vital for mutual aid assistance during emergencies and provide a versatile staging ground for our communities' firefighting, law enforcement, Park Rangers, and other first responder agencies.

The Deep Dewatering Wells Project seeks to address the ongoing landslide crisis by draining the existing groundwater and following up with preventative measures such as canyon lining and fissure filling. The accelerated land movement, which reached as much as 1 foot per week in some areas following two heavy rainy seasons, has caused millions of dollars in damage to infrastructure, including Palos Verdes Drive South, and has additionally resulted in the closure of several miles of recreational trails enjoyed by all of our cities' residents. This major roadway is the primary connector between the Peninsula and the City of Los Angeles and an important evacuation route for residents in the event

of a major fire. Severe damage to Palos Verdes Drive South would result in a 15-mile detour, impacting the safety of Peninsula residents.

In the interest of investing in our communities' safety and emergency response preparedness, we would be delighted to see these projects advance. We thank you for your consideration of Rancho Palos Verdes' projects and hope to hear of their successful funding.

Sincerely,

Victoria A. Lozzi
Mayor, Palos Verdes Estates

Jeff Pieper
Mayor, Rolling Hills

Debby Stegura
Mayor, Rolling Hills Estates

Agenda Item No.: 15.A
Mtg. Date: 03/24/2025

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: **UPDATE ON THE CITY HALL ADA IMPROVEMENT PROJECT AND REQUEST FOR DIRECTION**

DATE: **March 24, 2025**

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.

At the January 22, 2024, City Council meeting, City Staff updated the Council on the project and presented a list of eight additions to the scope from PAE. Based on internal discussion as well as information provided by LACBS staff, the recommendation included removing three of the proposed scope changes. Two of these were specific to the preparation of the ADA Parking layout ($3,000) and preparation of the path of travel ($4,000) per plan check comments. The City Council voted 4/1, with Councilmember Black dissenting, to approve five additions to the scope of work at a not-to-exceed amount of $11,500.

At the February 12, 2024, City Council meeting, the Council voted 4/1, with Councilmember Black dissenting, to approve Resolution No. 1356 authorizing a budget modification for the $11,500.

On October 28, 2024, the City Council, on a 3/2 vote with Councilmembers Black and Wilson dissenting, approved the 5th Amendment to PAE's agreement and an additional $4,000 via a budget amendment to cover costs associated with LA County Building and Safety's plan check review.

In November and December 2024, City staff went back and forth with the Rolling Hills Community Association's Architectural Committee regarding their desire to change the already approved plans by the City Council. Staff worked with Mayor Pieper and attempted to provide options to gain the Committee's approval. The Committee ultimately felt that "maintaining the exterior of the building as-is was the best option, as the exterior massing is balanced as currently built. The Committee noted that the City Hall building is the first impression many people get of the City and Should be an example of the architectural standards of Rolling Hills."

DISCUSSION:
Subsequent to the Architectural Committee's decision and discussions with Mayor Pieper, in early January 2025, staff began working on proposed changes to the plans being requested as follows:

- Eliminate the front lobby expansion and maintain the existing building facade
- Place the public ADA All Gender Restroom in the vault, use what space is needed. Remainder space can be used for office storage. Include door from outside building for this restroom (south side of building) and ADA path of travel to this restroom. Keep indoor door as noted from work room
- Keep door from City Council Chambers through new coffee room if feasible
- Keep door from office/workspaces to Vault if needed to access storage space

Staff requested that PAE provide a proposal for modifying the plans to incorporate the above changes. On January 31, 2025, PAE submitted its proposal (attached) in the amount of $53,035.

Staff also contacted the CJPIA and held a meeting with Disability Access Consultants who provide the Authority and their cities with guidance on ADA projects. The biggest takeaway from the consultants was that the path of travel accessibility from the parking space and corner of Portuguese Bend Road / Palos Verdes Drive North to City Hall would also need to be addressed and should be handled prior to any proposed work on the building.

In recent weeks, staff has determined that there are three options facing the City as it relates to this project:

1. While appreciating the input from the RHCA Architectural Committee, defer to LA County Building and Safety to complete the plan check review that began in 2024.
2. Modify the existing plans and draft a 6th Amendment to PAE's contract for the work based on the Architectural Committee decision.
3. Upon completion of the plan check, close out the project and transition to a phased approach in which staff addresses smaller ADA issues within the building over time.

Staff seeks input from the City Council and requests direction on how to proceed.

FISCAL IMPACT:
Total Cost for PAE through the 5th Amendment currently is a not-to-exceed amount of $211,723.01.

NOTE:
This not-to-exceed total includes services outside the design scope of the City Hall ADA Improvement Project. The not-to-exceed total includes:

- $4,096.43 (part of Amendment No. 1) was for the evaluation of the existing emergency generator and providing recommendations
- $58,897.01 (Amendment No. 2) was for a Solar Power System, of which only $28,286.63 of this budget was used before the project was put on hold as the City evaluated other options
- $20,293 of the $96,485 budget (Amendment No. 3) remains unused/allocated for bid phase support and Construction Administration support.

RECOMMENDATION:
Receive and file. Provide direction to staff.

ATTACHMENTS:
PW_CHC_250131_PAE_VaultRestroom_rev_Proposal.pdf

PACIFIC ARCHITECTURE AND ENGINEERING, INC.
1137 SECOND ST, SUITE 214
SANTA MONICA, CA 90403
(310)424-9658

January 31, 2025

Subject: Proposal for for Rolling Hills ADA Improvement for relocation of restroom_ Additional Services

Pacific Architecture and Engineering, Inc., is pleased to submit this proposal for engineering services for improvements for the ADA improvements at City Hall. Our understanding of the scope of work is described below.

Scope of Work:

Eliminate the front lobby expansion and maintain the existing building façade

-remove civil improvements from drawings
-remove lighting improvements
-remove all structural improvements from lobby area
-remove mechanical improvements from lobby area
-new Title 24 documents
-remove architectural improvements from lobby expansion
-remove demolition notes for expansion area
-revise scope of work

Place the public ADA All Gender Restroom in the vault use what space is needed. Remainder space can be used for office storage. Include door from outside building for this restroom (south side of building) and ADA path of travel to this restroom. Keep indoor door as noted from work room

-exhaust restroom
-hvac to restroom
-new Title 24 documents
-structural analysis assumes no structural improvements
-create storage room
-electrical for storage
-ventilation for storage
-relocate required water fountain to new path area
-revise utility plan to include water for relocated water fountain
-add new ADA path to restroom door
-revise grading sheet for ADA path
-revise utility plan to include water sewer for new restroom
-revise roof plan for vent stack relocation
-revise code required calculations for occupancy

-revise code required calculations for plumbing fixture count
-paving plan update

Keep door from City Council Chambers through new coffee room if feasible

-add demolition around door to create ADA door
-new door to door schedule
-new signage as required by ADA code
-transition detail as required by ADA code

Keep door from office/work spaces to Vault if needed to access storage space

Amendment Fee Hourly not to exceed
$53,035

We appreciate the opportunity to offer 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

Required note: Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.B
Mtg. Date: 03/24/2025

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 PARTICIPATING IN A THIRD ANNUAL ARBOR DAY EVENT AT THE CITY HALL CAMPUS ON APRIL 25, 2025**

DATE: **March 24, 2025**

BACKGROUND:
Arbor Day, from the Latin origin of the word arbor, is a holiday that celebrates the planting, upkeep, and preservation of trees. For centuries, communities spanning the globe have found various ways to honor nature and the environment.

Arbor Day has been celebrated in the nation since April 10, 1872, when about 1 million trees were planted in Nebraska. The idea stemmed from J. Sterling Morton, a tree enthusiast and Nebraska newspaper editor. As Arbor Day Foundation explains, people moving to the state's plains missed living among trees they needed for fuel, lumber, shade, and erosion control.

The foundation says that celebrating the holiday by planting trees is a tradition that sprouted in 45 states and territories by 1920, especially in schools. Today, tree lovers mark the day in all 50 states after President Richard Nixon issued a proclamation designating the last Friday of April 1970 as National Arbor Day.

For the past two years, in celebration of Arbor Day, city partner Bennett Landscaping donated a tree and planted it on the City Hall campus.

DISCUSSION:
Bennett Landscape has again offered to celebrate Arbor Day on Friday, April 25, 2025, by providing a tree of choice, if available, soil and planting amendments, slow-release fertilizer tablets, lodgepole staking, and cinch ties, as well as labor, and 60-day post-maintenance watering at no additional cost to the City.

If the City Council is interested in participating again, staff will again promote the event through the blue newsletter, Nextdoor, as well as coordinate with the RHCA and different clubs for resident outreach and awareness.

Per Ric Dykzeul's City Hall landscape design plan there are two remaining proposed locations for an additional tree:

1. The first is opposite the traffic circle/mailbox on the north side of the parking area.
2. The second is just beyond community association parking as the access road narrows on the south side.

Finally, Bennett Landscape has proposed the following planting times and is seeking guidance from the City Council regarding the selection of one of the following time frames in the event the Mayor or Councilmembers would like to attend: 9 a.m., 11 a.m., or 12:30 p.m.

FISCAL IMPACT:
There is no fiscal impact to celebrating Arbor Day.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_AGN_250324_Bennett_ArborDay2025_Memo.pdf

Arbor Day Celebration!

Bennett Landscape would like to celebrate Arbor Day April 25, 2025, with your City and the Public at no costs!

In conjunction with Arbor Day celebrations around the nation, here is how you can participate:

- Bennett Landscape will provide the "tree of choice, if available, soil amendments, planting amendments, slow-release fertilizer tablets, lodgepole staking, and cinch ties." All labor and 30-day post maintenance "watering" at **"no cost to the city"** for public awareness throughout the South Bay
- The city will provide City Council representation, news releases, website posting etc.

Please advise of your interest in the program by Monday March 24, 2025, as we will only be able to accommodate the first 4 plantings of participating cities. These planting times will be as follows: 9am, 11am, 12:30pm, and 2:00pm.

Thank you!

Sean Bennett
Bennett Landscape
Founder

Your Landscape Contractor for over 40 years!!!

Planting ● Irrigation ● Masonry ● Carpentry ● Lighting ● Tree Trimming ● Design
25889 Belle Porte Ave., Harbor City, CA 90710 ▪ Bus (310) 534-3543 ▪ Fax (310) 534-3176
www.bennett-landscape.com ▪ bennettlandscape@cox.net
Bonded/Insured/Member: International Society of Arboriculture & Irrigation Association
C27 479003/PCO 30123

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 03/24/2025

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: EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)
a. NAME OF CASE: CONNIE ANDERSEN, ET AL. V. CALIFORNIA WATER COMPANY, ET AL. (SEAVIEW CASE) CASE NO.: 24STCV20953

DATE: March 24, 2025

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.B
Mtg. Date: 03/24/2025

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 - EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 (TWO CASES) CPUC COMPLAINTS AGAINST SOUTHERN CALIFORNIA EDISON AND SOCAL GAS**

DATE: **March 24, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.C
Mtg. Date: 03/24/2025

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 - INITIATION OF LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)**

DATE: **March 24, 2025**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS: