



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

City Council

Monday, November 24, 2025, 7:00 PM

Regular Meeting
City of Rolling Hills

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

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

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

AGENDA

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

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

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

RECOMMENDATION: Receive and file.

- 7. Public Comment on Non-Agenda Items**

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

7.A. Supplemental Public Comment on Non-Agenda Items

RECOMMENDATION: Receive and file.

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 November 24, 2025

RECOMMENDATION: Approve.

8.B. Approve Motion to Read by Title Only and Waive Further Reading of All Ordinances and Resolutions Listed on the Agenda

RECOMMENDATION: Approve.

8.C. Approve the following Minutes of October 27, 2025 City Council Regular Meeting and October 29, 2025 City Council Special Meeting

RECOMMENDATION: Approve as presented.

8.D. Payment of Bills

RECOMMENDATION: Approve as presented.

8.E. Consider and approve the First Amendment to the Professional Services Agreement with NV5 for Sepulveda Canyon Continuous Flow Monitoring for Years 2026-2027, and 2027-2028

RECOMMENDATION: Approve an amendment to the Professional Services Agreement with NV5 for the Sepulveda Canyon Continuous Flow Monitoring program for monitoring years 2026-2027, and 2027-2028.

9. Excluded Consent Calendar Items

10. Commission Items

11. Public Hearings

11.A. Consideration of an Ordinance of the City Council of the City of Rolling Hills amending Chapter 17.28 of the Rolling Hills Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units and finding the action to be statutorily exempt from CEQA under Public Resources Code § 21080.17

RECOMMENDATION:

1. Open the public hearing, receive public testimony, close the public hearing, and by motion:
 - A. Find that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act (CEQA) under Public Resources Code § 21080.17.
 - B. Waive full reading and introduce for first reading by title only an ordinance entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 17.28 OF THE ROLLING HILLS MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17.”

12. Discussion Items

12.A. Receive and File the Annual Municipal Stormwater Report for Fiscal Year 2024-25

RECOMMENDATION: Receive and file.

12.B. Approval of the Fifth Amended and Restated Joint Powers Agreement for the South Bay Cities Council of Governments

RECOMMENDATION: Approve and authorize the Mayor to execute the Fifth Amended and Restated Joint Powers Agreement of the South Bay Cities Council of Governments

13. Matters From the City Council

13.A. Receive and file a verbal update from the Storm Drain Ad Hoc Committee

RECOMMENDATION: Receive and file.

14. Matters From Staff

14.A. Receive and file a Public Safety and Emergency Preparedness Update

RECOMMENDATION: Receive and file the report and provide direction to staff

14.B. Receive and file the Property Line Survey for 1 Portuguese Bend Road, Tennis Court ADA Project Update, and, if desired provide direction to staff

RECOMMENDATION: Receive and file, and, if desired provide direction to staff

14.C. Consideration of authorizing the City Manager to adjust the salary range for the Planning Manager position

RECOMMENDATION: Staff recommends that City Council approve revising the Planning Manager salary schedule to a range of \$7,325 to \$14,293 per month.

14.D. Receive and file a verbal update regarding the Los Angeles County Public Works Department of Building and Safety

RECOMMENDATION: Receive and file.

15. Recess to Closed Session

15.A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957 (B)(1) Title: City Manager

RECOMMENDATION:

16. Reconvene to Open Session

17. Adjournment

Next regular meeting: Tuesday, December 9, 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

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

Item: 6.A.

Meeting Date: 11/24/2025

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

Background:

Discussion:

Fiscal Impact:

Recommendation:

Receive and file.

Attachments:

1. CL_AGN_251124_CC_Item7A

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 November 24, 2025

7A. Public Comment on Non-Agenda Items

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

CL_AGN_251124_CC_BF_Item7A_PublicCommentNA_Redacted.pdf

From: [Elizabeth R](#)
To: [City Clerk](#)
Cc: [REDACTED]
Subject: For Council meeting 11/24/15, public input on issues: Removing isolation and restoring freedom to seniors
Date: Monday, November 24, 2025 2:59:37 PM
Attachments: [PV Dial A Ride Fact Sheet GRAPHIC.pdf](#)

Caution: The sender name (Elizabeth R) is different from their email address (ealrussell@gmail.com), which may indicate an impersonation attempt. Verify the email's authenticity with the sender using your organization's trusted contact list before replying or taking further action.

Secured by Check Point

Good evening Mayor, Council Members, and Staff.
Thank you for the opportunity to speak tonight.

I am writing on behalf of my [REDACTED] mother who has been a resident of Rolling Hills for over 25 years. I'm here to respectfully request that the Council consider adopting **PV Dial-A-Ride** as an official transportation option to remove isolation and restore independence and freedom to our senior community.

1. Rolling Hills Has an Aging Resident Base — and Real Mobility Needs

Rolling Hills is a community with a notably older population. A third of our residents are over 65 (half over 55) years old, many of whom wish to age in place and continue living independently. Yet as we get older, driving becomes more difficult, and alternatives become more essential—for mobility, for medical care, and for dignity.

2. A Personal Story — Why This Matters Now

I'd like to share briefly why this issue is so important to me personally.

My mother is [REDACTED] **years old**. She is deaf and partially blind—she recently did not pass the vision portion of her DMV test. When her caregiver is here, she can get to her doctor appointments, her pharmacy, even small social outings. But when her caregiver takes a vacation, my mother becomes **effectively housebound**. She cannot drive. She cannot simply call an Uber—she needs assistance, consistency, and predictable costs.

A service like **PV Dial-A-Ride** would enable her to continue attending medical appointments **safely, reliably, and at a cost she can afford**. And I know my mother is not the only resident in this city who faces this challenge.

3. PV Dial-A-Ride Is Low-Cost and Highly Accessible

PV Dial-A-Ride is already operating successfully across the Peninsula. For residents:

- Registration is **\$10 per year**
- Rides are **\$6 each way** on the Peninsula
- It offers **door-to-door service**
- And it is designed **specifically for seniors and people with disabilities**

This is one of the most affordable transportation options available to seniors anywhere in the county.

4. No Operational Burden to Rolling Hills

Importantly, adopting PV Dial-A-Ride does *not* require Rolling Hills to run its own transportation system.

It is already operated by the Palos Verdes Peninsula Transit Authority and used by our neighboring cities—Rancho Palos Verdes, Rolling Hills Estates, and Palos Verdes Estates.

We would be joining an existing, functioning regional program that already serves our area.

5. A Small Change with Big Benefits

By joining PV Dial-A-Ride, the City would:

- Expand mobility for seniors
- Reduce isolation
- Support medical access
- Provide a lifeline for residents who cannot drive
- And demonstrate that Rolling Hills cares about the well-being of its aging community

All at a very modest cost.

6. Closing

I respectfully ask the Council to agendize this issue and direct staff to explore the steps needed for Rolling Hills to participate in PV Dial-A-Ride. This service would be life-changing for my mother—and profoundly beneficial for many other residents like her.

Thank you for your time and for your commitment to supporting all members of our community.

(END of ORAL PORTION)

Dear City Clerk,

Please print out the attached info graphic "PV Dial A Ride Fact Sheet" to distribute to the public.

Thank you,

Elizabeth R [REDACTED]

[REDACTED] landline

On behalf of [REDACTED]

[REDACTED]

Rolling Hills, CA 90274

FACT SHEET: Why Rolling Hills Should Adopt PV Dial-A-Ride

Prepared for: Rolling Hills City Council

Prepared by: Elizabeth Russell

Date: November 24, 2025

■ What Is PV Dial-A-Ride?

PV Dial-A-Ride is a door-to-door transportation service operated by the Palos Verdes Peninsula Transit Authority (PVPTA). It serves seniors, individuals with disabilities, and residents needing mobility assistance. It is already used in Rancho Palos Verdes, Rolling Hills Estates, and Palos Verdes Estates.

Cost Snapshot

\$10	Annual Registration
\$6	Per One-Way Peninsula Trip
Free	Caregivers / Escorts
7 Days/Week	Extended Hours

■ Why Rolling Hills Needs This Service

Rolling Hills has a senior population well above the county average. Many residents aged 65+ wish to age in place but face transportation barriers. Without a safe, reliable option, residents are at risk of isolation, limited mobility, and reduced access to essential services.

■ A Real Resident Case

A 93-year-old resident—deaf, partially blind, and no longer able to drive—becomes housebound whenever her caregiver is unavailable. PV Dial-A-Ride would allow her to attend medical appointments, pick up prescriptions, and maintain independence.

■ Benefits to the City of Rolling Hills

• No operational burden (managed by PVPTA) • No need to create a city-run program • Improves safety for seniors who should no longer drive • Supports health care access and reduces isolation • Aligns with neighboring cities • Low-cost, high-impact investment

■ Requested City Council Action

1. Place PV Dial-A-Ride on a future agenda. 2. Direct staff to explore partnership with PVPTA. 3. Evaluate costs, logistics, and potential impact. 4. Conduct community outreach to determine resident demand.

■ Key Takeaway

PV Dial-A-Ride is a low-cost, high-impact mobility solution supporting Rolling Hills' aging population without requiring new city infrastructure. For many seniors, it is essential.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 7.A.

Meeting Date: 11/24/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Supplemental Public Comment on Non-Agenda Items

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Attachments:

1. CL_AGN_251124_CC_Item7A_PublicComment01_Redacted
2. CL_AGN_251124_CC_Item7A_DialARideFactSheet_GRAPHIC

From: [Elizabeth R](#)
To: [City Clerk](#)
Cc: [REDACTED]
Subject: For Council meeting 11/24/15, public input on issues: Removing isolation and restoring freedom to seniors
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Prepared for: Rolling Hills City Council

Prepared by: Elizabeth Russell

Date: November 24, 2025

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City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.A.

Meeting Date: 11/24/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Approve Affidavit of Posting for the City Council Regular Meeting of November 24, 2025

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve.

Attachments:

1. CL_AGN_251124_CC_AffidavitofPosting



Administrative Report

8.A., File # 2025-206

Meeting Date: 11/24/2025

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF NOVEMBER 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/agendas_meetings.php https://rollinghillsca.portal.civicclerk.com/
Meeting Date & Time	NOVEMBER 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: November 21, 2025



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.C.

Meeting Date: 11/24/2025

To: City Council

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

Thru: Karina Bañales, City Manager

Subject: Approve the following Minutes of October 27, 2025 City Council Regular Meeting and October 29, 2025 City Council Special Meeting

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve as presented.

Attachments:

1. CL_MIN_251027_CC_F
2. CL_MIN_251029_CC_Special_F



1. Call To Order

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

2. Roll Call

Councilmembers Present:	Mirsch, Black, Dieringer, Mayor Pieper
Councilmembers Absent:	Wilson
Staff Present:	Karina Bañales, City Manager Christian Horvath, Assistant to the City Manager / City Clerk Reina Schaetzl, Willdan Contract Senior Planner Nicolas Papajohn, City Attorney

3. Pledge Of Allegiance – Mayor Pro Tem Dieringer

4. Presentations / Proclamations / Announcements – None

5. Approve Order of the Agenda

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

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

6. Blue Folder Items (Supplemental) – None

7. Public Comment on Non-Agenda Items

Public Comment: Carrie Lieb, Tom Lieb, Judith Haenel

8. Consent Calendar

8.A. Approve Affidavit of Posting for the City Council Regular Meeting of October 27, 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 Minutes of October 13, 2025: City Council Regular Meeting

8.D. Payment of Bills

8.E. Republic Services Recycling Tonnage and Complaint Reports for September 2025

Councilmember Black noted the Cal Water bill seemed very high. Staff provided potential assumptions including broken sprinkler heads and noted they would look into it.

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

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

9. Excluded Consent Calendar Items – None

10. Commission Items

10.A. Zoning Case No. 25-033: Site Plan Review for the construction of a new 19-foot stable, non-exempt grading, expansion of building pad, walls to exceed 3 feet height not to exceed maximum 5 feet height, and other improvements; Conditional Use Permit for stable to exceed maximum 200 square feet; and Variances to exceed 40 percent disturbance and for construction in the front yard setback for the location at 1 Hackamore Road and finding the same exempt from the California Environmental Quality Act (Mahler & Nuccio) (Lot-30 EF)

Presentation by Willdan Contract Senior Planner Schaetzl

Mayor Pro Tem Dieringer requested that the presented table add back in the maximum allowances in future reports.

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

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

11. Public Hearings – None

12. Discussion Items – None

13. Matters From the City Council

Councilmember Black, in response to public comments on non-agenda items, opined that the fence adjacent to the City Tennis Court property should be moved to the property line to ensure it was respected.

Councilmember Mirsch made a motion to add an agenda item to the next meeting. Staff informed the Council that they intended to bring forward a receive and file for the property survey.

Mayor Pro Tem Dieringer had a question related to water flow monitoring options for City irrigation infrastructure. She also noted that staff would need to agendize an item from the South Bay Cities Council of Governments at the next meeting.

13.A. Discussion and review of the City's Blue Newsletter: Purpose, Content, and Opportunities for Enhancement

Presentation by City Manager Bañales

Public Comment: Melissa McNabb

After discussion amongst City Council members, no action was taken.

14. Matters From Staff

14.A. Receive and file the Code Compliance Quarterly Report for the Third Quarter of 2025 (July 1 - September 30)

Presentation by City Manager Bañales

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

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

15. Recess To Closed Session - The City Council did not Recess into Closed Session

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

16. Reconvene To Open Session – None

17. Adjournment: 8:04 p.m.

The meeting was adjourned at 8:04 p.m. on October 27, 2025. The next regular meeting of the City Council is scheduled to be held on Monday, November 10, 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



1. Call To Order

The City Council of the City of Rolling Hills met in person on the above date at 4:11 p.m. Mayor Pieper presiding.

2. Roll Call

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

3. Pledge Of Allegiance – Mayor Pieper skipped the pledge

4. Public Comment on Non-Agenda Items

5. Consent Calendar

5.A. Approve Affidavit of Posting for The City Council Special Meeting of October 29, 2025

Motion by Councilmember Wilson, seconded by Mayor Pro Tem Dieringer to approve the Consent Calendar. Motion carried unanimously with the following vote:

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

Councilmember Black arrived at 4:12 p.m.

6. Recess to Closed Session – 4:12 p.m.

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

7. Reconvene To Open Session – 4:39 p.m.

9. Adjournment: 4:39 p.m.

The meeting was adjourned at 4:39 p.m. on October 29, 2025. The next regular meeting of the City Council is scheduled to be held on Monday, November 10, 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

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

Item: 8.D.

Meeting Date: 11/24/2025

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

Background:

None.

Discussion:

None.

Fiscal Impact:

Recommendation:

Approve as presented.

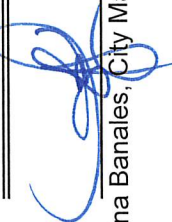
Attachments:

1. CL_AGN_251110_CC_PaymentOfBills_E
2. CL_AGN_251124_CC_PaymentOfBills_E

Check No.	Check Date	Payee	Description	Amount
029080	11/5/2025	Alan Palermo Consulting	Oct 2025 Svcs - Tennis Crts ADA, Emergency	1,732.50
029081	11/5/2025	Bergeman Group	Oct 2025 - TC ADA Const Mgmt	15,592.50
029082	11/5/2025	Best Best & Krieger LLP	Aug 2025 Serv - 79 Eastfield Dr	84.00
029082	11/5/2025	Best Best & Krieger LLP	Aug 2025 Serv - PC/Land Use	532.00
CHECK TOTAL			\$ 616.00	
029083	11/5/2025	Bolton Engineering Corporation	Oct 2025 - EOR Changes / Responses	1,640.00
029084	11/5/2025	Cox Communications	Phone Service from Oct 26 to Nov 25, 2025	94.11
029085	11/5/2025	Environmental Design Associates	Landscape Review-1 Georgeoff_Conceptual Plan	750.00
029085	11/5/2025	Environmental Design Associates	Landscape Review-18 Eastfield Dr_3rd Submittal	375.00
CHECK TOTAL			\$ 1,125.00	
029086	11/5/2025	Fidelity Builders, Inc.	Oct 2025-TC ADA_Pay App 002	115,594.81
029087	11/5/2025	County of Los Angeles	September 2025 Animal Care and Housing Costs	300.25
029088	11/5/2025	Peninsula Seniors	FY25-26 Grant	2,000.00
029089	11/5/2025	Race Communications	November 2025 Communications Fiber	1,020.00
029090	11/5/2025	Willdan Inc.	Sept 2025 - Temp Asst Plan/Senior Planner	18,704.00
029090	11/5/2025	Willdan Inc.	Sept 2025 - Traffic Engineer Serv	1,575.00
CHECK TOTAL			\$ 20,279.00	
ACH-1000	11/10/2025	Forum Info-Tech. Inc./Levelcloud	November 2025 Monthly Cloud Hosting	5,851.72
ACH-1001	11/11/2025	Nextiva	Nov 2025 Business Phone Service	289.76
ACH-1002	11/11/2025	Standard Insurance Company	November 2025 Life Insurance Policy #161783 Div	205.60
ACH-1003	10/17/2025	Vantagepoint Transfer Agents -	Deferred Comp Contributions PR Ending 10-14-25	1,151.41
ACH-1004	11/11/2025	Vision Service Plan - (CA)	November 2025 Vision Coverage	132.19
ACH-994	10/31/2025	Abila	October 2025 Accounting Software	377.63
ACH-995	10/31/2025	Bennett Landscape	Oct 2025 - Irrigation Repair	202.70
ACH-996	11/11/2025	Bennett Landscape	Nov 2025 Landscape Maint Serv	1,020.00
ACH-997	10/14/2025	CalPERS	CalPERS Retirement Payroll Ending 10-14-25	2,706.11
ACH-998	9/2/2025	CalPERS	Soc Security Admin 218-Annual Fee	120.00

ACH-999	11/4/2025	Delta Dental	November 2025 Dental Coverage	1,024.01
PR LINK	10/17/2025	PR LINK - Payroll & PR Taxes PR21	Payroll Processing Fee PR#21_10/01/25 - 10/14/25	88.66
PR LINK	10/17/2025	PR LINK - Payroll & PR Taxes PR21	Pay Period PR#21_10/01/25 - 10/14/25	20,859.55
REPORT TOTAL				194,023.51

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
\$ 194,023.51 for the payment of above items.


Karina Banales, City Manager

CITY OF ROLLING HILLS
AP26-010, ACH26-010
Check Run 11/19/2025

Check No.	Check Date	Payee	Description	Amount
029091	11/19/2025	Best Best & Krieger LLP	Land Use Services - October 2025	3,952.00
029091	11/19/2025	Best Best & Krieger LLP	Oct 2025 - General Services	13,374.00
029091	11/19/2025	Best Best & Krieger LLP	October 2025 Serv - 79 Eastfield Dr	535.00
CHECK TOTAL			\$ 17,861.00	
029092	11/19/2025	Christian Horvath	Mileage Reimbursement for C. Horvath-May 2025 to	317.97
029093	11/19/2025	Occupational Health Centers of	Medical Background Check	126.00
029094	11/19/2025	Southern California News Group	CL_PBN_251118_PH_PC_10Saddleback	668.05
029094	11/19/2025	Southern California News Group	CL_PBN_251202_PH_PC_10Saddleback	687.30
CHECK TOTAL			\$ 1,355.35	
029095	11/19/2025	FirstNet/AT&T Mobility	Code Compliance Mobile Phone for Sept-Oct 2025	152.53
029096	11/19/2025	John L. Hunter & Assoc., Inc.	August 2025 TMDL Report	722.50
029097	11/19/2025	LA County Sheriff's Department	October 2025 LASD Contract Services	38,145.72
029098	11/19/2025	McGowan Consulting	Sept 2025 Municipal Stormwater Consulting Services	3,056.20
029099	11/19/2025	MV CHENG AND ASSOCIATES	October 2025 Monthly Accounting Services	11,262.50
029100	11/19/2025	Orkin	October 2025 Monthly Pest Control	187.00
029101	11/19/2025	Samantha Crew	Mileage Reimbursement for S Crew-Dec 2024 to July	783.52
029102	11/19/2025	South Bay Cities Council of	CalRecycle Grant (SB1383) 07-01 to 09-30-25	17,641.59
029103	11/19/2025	Sterling	Employee Background Check	63.63
029104	11/19/2025	State Water Resources Control Board	Stormwater Annual Permit Fee - FY25/26	7,279.00
029105	11/19/2025	Willdan Inc.	Oct 2025-B&S Plan Check	9,865.00
ACH-1005	8/31/2025	Bennett Landscape	Aug 2025 - Irrigation Repairs	142.65
ACH-1006	11/1/2025	CalPERS	November 2025 Health Premium	16,010.48
ACH-1007	10/28/2025	CalPERS	CalPERS Retirement Payroll Ending 10-28-25	1,547.81
ACH-1008	11/1/2025	CalPERS	Classic Unfunded Accrued Liability 2025/2026	7,608.92
ACH-1009	11/1/2025	CalPERS	PEPRA Unfunded Accrued Liability 2025/2026	137.25
ACH-1010	10/24/2025	California Water Service Co.	Water Usage 09-26-25 to 10-24-25_ROLLING#54654	2,817.59
ACH-1011	10/24/2025	California Water Service Co.	Water Usage 09-26-25 to 10-24-25_RANCHO#74654	338.10

ACH-1012	10/31/2025	Forum Info-Tech. Inc./Levelcloud	Oct 2025 - AWS Charges	858.71
ACH-1013	11/6/2025	The Gas Company	Gas usage from 10-07-25 to 11-06-25	23.52
ACH-1014	10/31/2025	Pacific Premier Bank / FNBO	Pac Prem October 2025 Credit Card Stmt #0306	949.34
ACH-1015	10/31/2025	Pacific Premier Bank / FNBO	Pac Prem October 2025 Credit Card Stmt #1746	8,297.89
ACH-1016	10/21/2025	Southern California Edison	Electricity usage 09-23-25 to 10-21-25_ACCT#8030	761.54
ACH-1017	10/21/2025	Southern California Edison	Electricity usage 09-23-25 to 10-21-25_ACCT#4218	359.68
ACH-1018	10/28/2025	Vantagepoint Transfer Agents -	Deferred Comp Contributions PR Ending 10-28-25	153.76
PR LINK	10/31/2025	PR LINK - Payroll & PR Taxes PR22	Payroll Processing Fee PR#22_10/15/25 - 10/28/25	74.13
PR LINK	10/31/2025	PR LINK - Payroll & PR Taxes PR22	Pay Period PR#22_10/15/25 - 10/28/25	17,897.45
REPORT TOTAL				166,798.33

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 \$ 166,798.33 for the payment of above items.

Karina Banales, City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.E.

Meeting Date: 11/24/2025

To: City Council
From: Samantha Crew, Management Analyst
Thru: Karina Bañales, City Manager
Subject: Consider and approve the First Amendment to the Professional Services Agreement with NV5 for Sepulveda Canyon Continuous Flow Monitoring for Years 2026-2027, and 2027-2028

Background:

The City of Rolling Hills is required to comply with the Los Angeles County Municipal Separate Storm Sewer System (MS4) Permit, which regulates discharges to local water bodies to protect water quality. A component of this permit subjects the City to meet the Total Maximum Daily Load (TMDL) for nutrients in Machado Lake. Stormwater runoff from the City discharges to three receiving waters, Santa Monica Bay, Los Angeles Harbor, and Machado Lake, and the MS4 requires municipalities to conduct outfall monitoring to characterize water quality as runoff leaves City boundaries.

In September 2020, the City awarded a Professional Services Agreement (PSA) to NV5 in the amount of \$44,556.40 to establish and monitor a new location in Sepulveda Canyon for the 2020-2021 monitoring season. Due to limited precipitation, few qualifying wet-weather events occurred, and the City amended the agreement in May 2021 to extend services using unexpended funds. In August 2021, a Second Amendment was approved to include a hydrologic analysis of the Sepulveda Canyon's retentive capacity relative to the 85th percentile, 24-hour runoff event, and to extrapolate those findings to other canyons within the City.

In January 2022, the City submitted an Addendum to the Palos Verdes Peninsula Enhanced Watershed Management Program (EWMP) designating Rolling Hills as an 85th percentile, 24-hour runoff retention area. This designation was supported by NV5's Technical Memorandum (Attachment A) of June 2022, which confirmed that Sepulveda Canyon retained all storm events less than or equal to that threshold between October 2020 and April 2022. On October 19, 2022, the Los Angeles Regional Water Quality Control Board conditionally approved the Palos Verdes Peninsula EWMP, recognizing the City's retention-based compliance approach and requiring ongoing flow monitoring to maintain approval status (Attachment B). This achievement was made possible through the work of NV5 and the City's stormwater consultant, McGowan Consulting.

To meet these monitoring obligations, the City executed a Third Amendment with NV5 for continued

flow monitoring from 2022 through 2025 in the amount of \$39,445. NV5 has since completed the contracted tasks.

The Regional Board's conditional approval also applied to the Palos Verdes Peninsula Watershed Management Program (WMP), prepared jointly by Los Angeles County, the Flood Control District, and the cities of Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills Estates, and Rolling Hills. The WMP emphasizes compliance with the MS4 Permit (NPDES No. CAS004004) through updated pollutant listings, drainage mapping, project tracking, and adaptive management. For Rolling Hills, this includes continued verification of stormwater retention performance in Sepulveda Canyon.

Most recently, due to the November 10 City Council meeting cancellation and the onset of the wet weather season, it was critical for NV5 to continue monitoring flow conditions without interruption to support the City's efforts to maintain the approved status of Sepulveda Canyon's retentive capacity relative to the 85th percentile, 24-hour runoff event. Although the PSA was transmitted to NV5 in advance of the recent rain event, it was not executed prior to the storm, as NV5's legal review required additional time. Nonetheless, NV5 conducted a courtesy field visit during the rainstorm event on November 15th. The inspection favorably indicated that no flow was present.

On November 18, 2025, the City Manager executed a PSA with NV5 for Sepulveda Canyon continuous flow monitoring for the 2025–26 monitoring year (Attachment C). The original scope of work contemplated a three-year term; however, because a three-year expenditure exceeded the City Manager's spending authority, staff revised the PSA to a one-year agreement, bringing the expenditure within the City Manager's approval authority.

Staff are requesting that the City Council consider approval of an amendment to the recent PSA to include two additional monitoring years to the term, consistent with the originally planned duration, to provide continuity in monitoring and reduce the frequency of future contract renewal processes, allowing staff to more efficiently manage stormwater compliance obligations.

Discussion:

Rolling Hills must retain runoff from the 85th percentile, 24-hour storm event to comply with the City's retention-based stormwater strategy under the MS4 Permit. Compliance is demonstrated through continuous flow monitoring at the Middleridge Road culvert in Sepulveda Canyon. This retention-based approach, focused on verifying natural hydrologic performance rather than constructing multiple structural Best Management Practices (BMPs), represents a unique and cost-effective compliance strategy compared to neighboring jurisdictions.

The previous Professional Services Agreement (PSA) and amendments for continuous flow monitoring were executed under the company's former name, Alta Environmental, L.P. dba NV5. NV5 has since clarified that they no longer operate under the Alta Environmental name and request that a new PSA be executed under their current corporate identity, NV5, to ensure consistency across future agreements and official records.

NV5 has fulfilled all tasks under the existing contract.

To maintain regulatory compliance and continuity, NV5 proposes an extension of the one-year monitoring term to cover the 2026-2027, and 2027-2028 seasons, with the contract extending through December 31, 2028. Under the proposed scope, NV5 will install and maintain monitoring equipment, including an ultrasonic flow sensor, data logger, and remote field camera with cellular telemetry, to collect and transmit near real-time data on flow conditions and storm retention performance. Each

monitoring year will conclude with an annual hydrologic assessment summarizing rainfall, flow data, and photographic documentation.

Staff is seeking authorization to execute the new first amendment to the Professional Services Agreement with NV5, which has been prepared to reflect the company's current name, updated scope of work, and extended contract term through December 31, 2028. The agreement incorporates NV5's scope of work (Attachment D), outlining 2 years of continuous flow monitoring in Sepulveda Canyon, along with annual hydrologic assessments to verify compliance with the City's 85th percentile stormwater retention requirement. The previous PSA and amendments, executed under the company's former name Alta Environmental, L.P. dba NV5, are included for reference (Attachments E, F, G, H). It is important to note that the City Attorney has reviewed and approved this contract.

Fiscal Impact:

Sepulveda Canyon Continuous Flow Monitoring Cost for years 2026-2027, and 2027-2028

Task 1: Spread over 2 yrs - Project Management and Coordination - \$3,810.00

Task 2: 2026-2027 - Flow Monitoring (12 Months) - \$17,406.90

Task 3: 2027-2028 - Flow Monitoring (12 Months) - \$18,679.20

Total Project Cost: \$39,896.10

Although the proposed amendment extends NV5's monitoring services for the 2026–2027 and 2027–2028 monitoring years, staff would like to note that the current fiscal year's Measure W funding already accounts for the ongoing work. The Planned Expenditures for FY 2025–26 under the Safe, Clean Water Municipal Program (Attachment I) include the Sepulveda Canyon Monitoring Study with an estimated annual cost of \$25,000 to be recovered from Measure W funds. The City's actual annual cost for NV5 services for FY 2025–26 is approximately \$16,300, which remains well within the programmed Measure W allocation. This context demonstrates that the monitoring work is fully supported by existing Measure W revenue and that future-year monitoring under the proposed amendment is consistent with the City's established stormwater compliance funding strategy.

Recommendation:

Approve an amendment to the Professional Services Agreement with NV5 for the Sepulveda Canyon Continuous Flow Monitoring program for monitoring years 2026-2027, and 2027-2028.

Attachments:

1. Attachment A - PW_STP_220608_NV5_SepulvedaCanyonContinuousFlowTechnicalMemorandum_Final
2. Attachment B - CL_AGN_221020_CC_PVP_WMP_ConditionalApproval
3. Attachment C - CA_AGR_251111_NV5_1Year_F_E
4. Attachment D - CA_AGR_251124_NV5_2026-2028
5. Attachment E - CA_AGR_200914_Alta(NV5)_PSA_FlowMonitoring
6. Attachment F - CA_AGR_210527_Alta(NV5)_PSA_1stAmendment_FlowMonitoring
7. Attachment G - CA_AGR_210902_Alta(NV5)_PSA_2ndAmendment_FlowMonitoring
8. Attachment H - CA_AGR_221123_Alta(NV5)_PSA_3rdAmendment_FlowMonitoring
9. Attachment I - CL_AGN_251110_CC_SCWAnnualPlan2025-26

June 8, 2022

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

Subject: Sepulveda Canyon Continuous Flow Technical Memorandum

Dear Ms. Jeng,

NV5 is pleased to provide the City of Rolling Hills (Rolling Hills) with this technical memorandum presenting the results of the continuous flow data collected to determine if Sepulveda Canyon effectively retains the 85th percentile, 24-hour storm event.

METHODOLOGY

Continuous flow monitoring was conducted in Sepulveda Canyon over the course of two wet weather seasons from October 26, 2020 through April 30, 2022. The continuous flow monitoring equipment was located in Sepulveda Canyon at the road crossing of Middleridge Road (33.773522, -118.348538), which is an accessible location near the bottom of the canyon suitable for flow monitoring. Sepulveda Canyon is located on the east side of the Palos Verdes Peninsula, south of N. Palos Verdes Drive, and about 0.5 miles east of Crenshaw Boulevard. Rainfall data for October 2020 through April 2022 was obtained from the Los Angeles County Department of Public Works (LADPW) Rolling Hills rain gauge (Alert ID 2570300, 33.75694, -118.3544, elevation 1262 feet) and historical rainfall data from October 2016 through April 2020 was obtained from the MesoWest Palos Verdes rain gauge (Station ID AS176, 33.75964, -118.36685, elevation 1204 feet). The continuous flow monitoring location and the rainfall gauge locations are provided in Figure 1. Photographs of the continuous flow monitoring location are provided in Figure 2 and Figure 3.

The flow equipment included an ultra-sonic sensor and data logger with near real-time access through NV5's MS4 Flow System™ web portal. During the installation, the MS4 outfall pipe dimensions and slope were measured, and the flow equipment was programmed to continuously log level measurements in inches and flow measurements in both gallons per minute (gpm) and cubic feet per second (cfs). Upon completion of the installation, the wireless data logger was programmed to transmit the level and flow data to the secure web portal at five minute intervals.

Sepulveda Canyon Continuous Flow Technical Memorandum

Flow rates were measured in accordance with the United States Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES) Storm Water Sampling Guidance Document (USEPA-833-B-92-001). Calibration of the equipment was conducted immediately prior to deployment. Periodic maintenance and calibration was scheduled based on site evaluations of the near real-time flow data. Calibrations were conducted in accordance with the manufacturer's specifications and equipment was calibrated on-site and field verified for accuracy with a level measurement tape. The flow monitoring equipment was maintained throughout the deployment to ensure functionality. Routine quality assurance/quality control of the level data and flow calculations was conducted and the data were reviewed remotely to prevent data gaps through routine data evaluation. In addition to the remote review of the flow equipment, monthly inspections were conducted from November 2020 through June 2021 and field visits were conducted during storm events throughout the deployment period from October 26, 2020 through April 30, 2022 to confirm the flow measurements and document the site conditions.

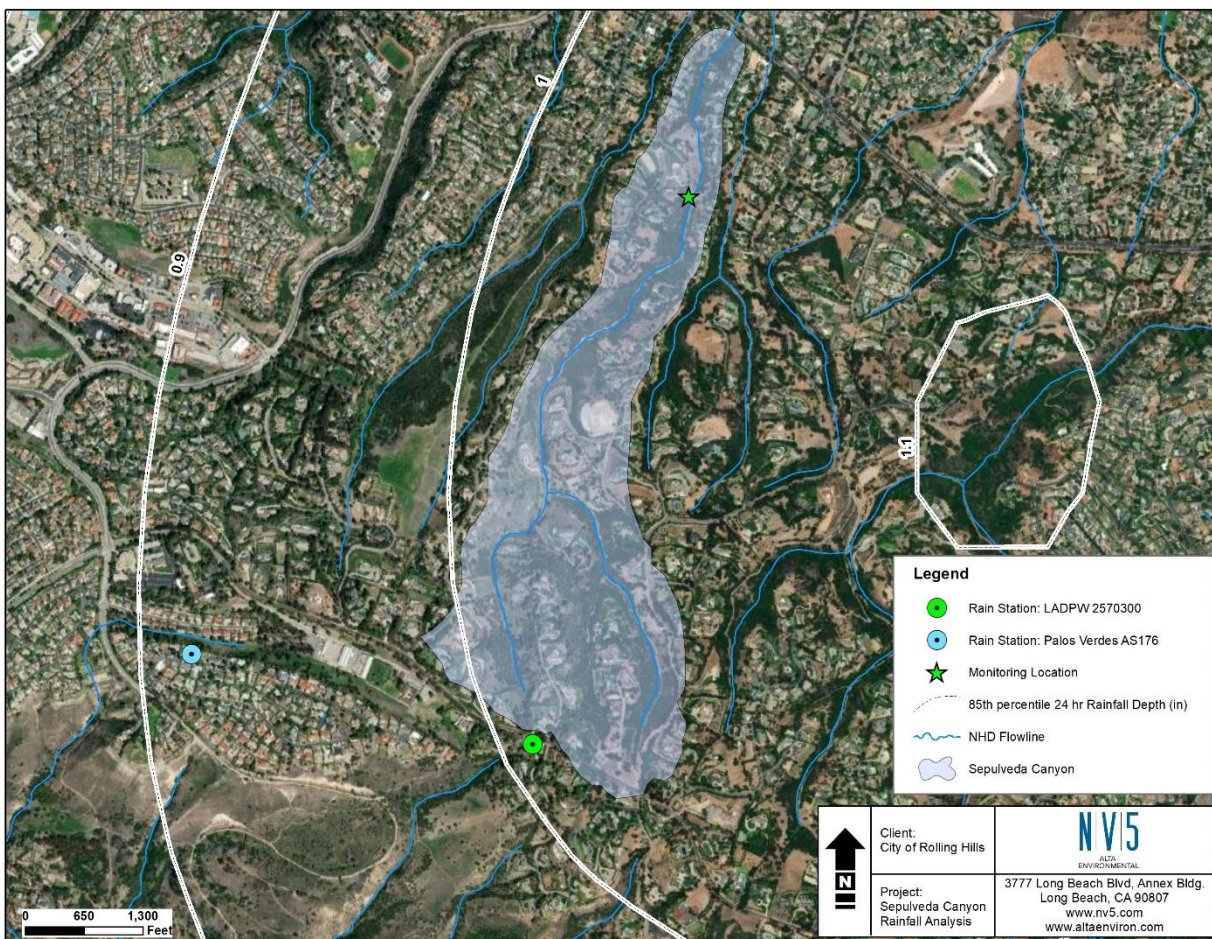


Figure 1. Continuous Flow Monitoring and Rain Gauge Locations

Sepulveda Canyon Continuous Flow Technical Memorandum



Figure 2. Continuous Flow Monitoring Location



Figure 3. Continuous Flow Monitoring Location

CONTINUOUS FLOW MONITORING RESULTS

Sepulveda Canyon is the largest canyon system within the Machado Lake tributary area of Rolling Hills, and the second largest in Rolling Hills. It extends from the top of the Palos Verdes Peninsula at the drainage divide between the Machado Lake and Santa Monica Bay watersheds, running northward toward the northern boundary of Rolling Hills. Sepulveda Canyon consists of approximately 280 acres lying entirely within Rolling Hills with land use representative of the city as a whole. The 85th and 95th percentile, 24-hour storm event rainfall depths for Sepulveda Canyon are 1.0 and 2.0 inches, respectively, which are estimated based on the isohyetal map obtained from the 2006 LACDPW Hydrology Manual and GIS database.

A summary of the rainfall totals for the storm events during the 2020-2021 wet weather season (October through April) are provided in Table 1. No flow was recorded by the Sepulveda Canyon monitoring equipment throughout the 2020-2021 wet weather season, including the two storm events greater than the 85th percentile, 24-hour storm event (December 28, 2020 and January 28, 2021). The continuous flow data from October 26, 2020 through June 30, 2021 are provided in Attachment 1.

Table 1. 2020-2021 Storm Event Summary

Storm Start Date	Storm End Date	Total Rainfall (inches)¹
11/07/2020	11/07/2020	0.10
12/28/2020	12/28/2020	1.20 ²
01/23/2021	01/23/2021	0.32
01/24/2021	01/25/2021	0.19
01/28/2021	01/29/2021	1.13 ²
03/03/2021	03/03/2021	0.12
03/10/2021	03/11/2021	1.05 ³
03/15/2021	03/15/2021	0.22

1. Los Angeles County Department of Public Works Rolling Hills rain gauge
2. Exceeds 85th percentile, 24-hour storm event rainfall depth
3. Does not exceed the 85th percentile, 24-hour storm event rainfall depth. Less than 1.0 inches was observed within the first 24 hours.

A summary of the rainfall totals for the storm events during the 2021-2022 wet weather season (October through April) are provided in Table 2, which included two storm events greater than the 85th percentile, 24-hour storm event (December 23-24, 2021 and December 29-30, 2021). The continuous flow data from July 1, 2021 through April 30, 2022 are provided in Attachment 1.

Table 2. 2021-2022 Storm Event Summary

Storm Start Date	Storm End Date	Total Rainfall (inches)¹
10/25/2021	10/25/2021	0.44
12/14/2021	12/14/2021	0.57
12/16/2021	12/17/2021	0.61
12/23/2021	12/24/2021	1.60 ²
12/25/2021	12/25/2021	0.44
12/27/2021	12/27/2021	0.17
12/29/2021	12/30/2021	3.07 ²
3/28/2022	3/29/2022	0.95

1. Los Angeles County Department of Public Works Rolling Hills rain gauge
2. Exceeds 85th percentile, 24-hour storm event rainfall depth

Rolling Hills received a total of 6.60 inches of rainfall during December 2021, which included numerous rainfall events during the second half of the month. The cumulative rainfall and flow hydrograph are provided in Figure 5, which include two events with recorded flow on December 23-24, 2021 and December 29-30, 2021.

The first rainfall event that generated flow on December 23-24, 2021 was greater than the 85th percentile, 24-hour storm event rainfall depth of 1.0 inches. The total rainfall for the first 24 hours of the storm was 1.4 inches and the total rainfall for the event was 1.6 inches. The brief period of flow observed during the storm event commenced following 1.2 inches of rainfall within 24 hours, indicating Sepulveda Canyon retained the volume of flow generated up to and past the 85th percentile, 24-hour storm event. The month to date rainfall total for December at the onset of flow was 2.52 inches (Figure 5). Flow was observed for approximately three hours during the storm event and the total flow volume was approximately 75 cubic feet with a peak flow rate of 0.06 cfs. During the brief period of minimal flows, no inflection point was observed indicating there was likely no connectivity of flow from the entire Sepulveda Canyon drainage area. The onset of flow originated after the event was greater than the 85th percentile, 24-hour storm event and the flows likely originated from a small portion of the surrounding drainage area, rather than the entirety of Sepulveda Canyon. The cumulative rainfall and flow hydrograph are provided in Figure 6.

The second rainfall event that generated flow on December 29-30, 2021 was greater than the 85th percentile, 24-hour storm event rainfall depth of 1.0 inches and greater than the 95th percentile, 24-hour storm event rainfall depth of 2.0 inches. The total rainfall for the first 24 hours of the storm was 2.47 inches and the total rainfall for the 32 hour event was 3.07 inches. The first 24 hours of the storm event was calculated based on the rainfall observed from December 29, 2021 at 10:53 a.m. through December 30, 2021 at 10:53 a.m. The ten hours prior to December 29, 2021 at 10:53 a.m. received less than a tenth of an inch (0.03 inches). The onset of flow attributed to

Sepulveda Canyon Continuous Flow Technical Memorandum

the entire Sepulveda Canyon drainage area commenced following 1.59 inches of rainfall within 24 hours (Figure 7). An initial period of flow similar in magnitude to the flow observed the December 23-24, 2021 storm event was observed for approximately four hours. Based on the magnitude of initial flow rates observed, the first four hours of flow likely originated from a small portion of the surrounding drainage area, rather than the entirety of Sepulveda Canyon. The total volume of flow recorded in the first four hours prior to the storm event reached the 85th percentile, 24-hour storm event rainfall depth of 1.0 inches was approximately 400 cubic feet with a peak flow rate of 0.18 cfs. This volume represents 0.35 percent of the total storm event volume and indicates the canyon likely retained the volume of flow generated up to the 85th percentile, 24-hour storm event rainfall depth of 1.0 inches. Flows of similar magnitude continued for approximately three additional hours until the flow rates increased significantly when event rainfall total reached 1.59 inches, as indicated by the inflection point on the hydrograph (Figure 7). The total volume of flow recorded prior to inflection point (up to 1.59 inches of rainfall within 24 hours) was approximately 2,300 cubic feet with a peak flow rate of 0.37 cfs, which represents 2.0 percent of the total storm event volume. The month to date rainfall total for December at the time the storm flows increased significantly was 5.10 inches (Figure 5). The inflection point likely indicates the point at which the observed flows were due to connectivity from the entire Sepulveda Canyon drainage area. The total volume of the flow recorded following the inflection point at 1.59 inches of rainfall was approximately 115,000 cubic feet with a peak flow rate of 18.04 cfs, which can likely be attributed to the entire Sepulveda Canyon drainage area. Photographs are provided in Figure 4 and the cumulative rainfall and flow hydrograph are provided in Figure 7.

Sepulveda Canyon Continuous Flow Technical Memorandum



Figure 4. Continuous Flow Monitoring Location During 12/30/2021 Storm Event

Sepulveda Canyon Continuous Flow Technical Memorandum

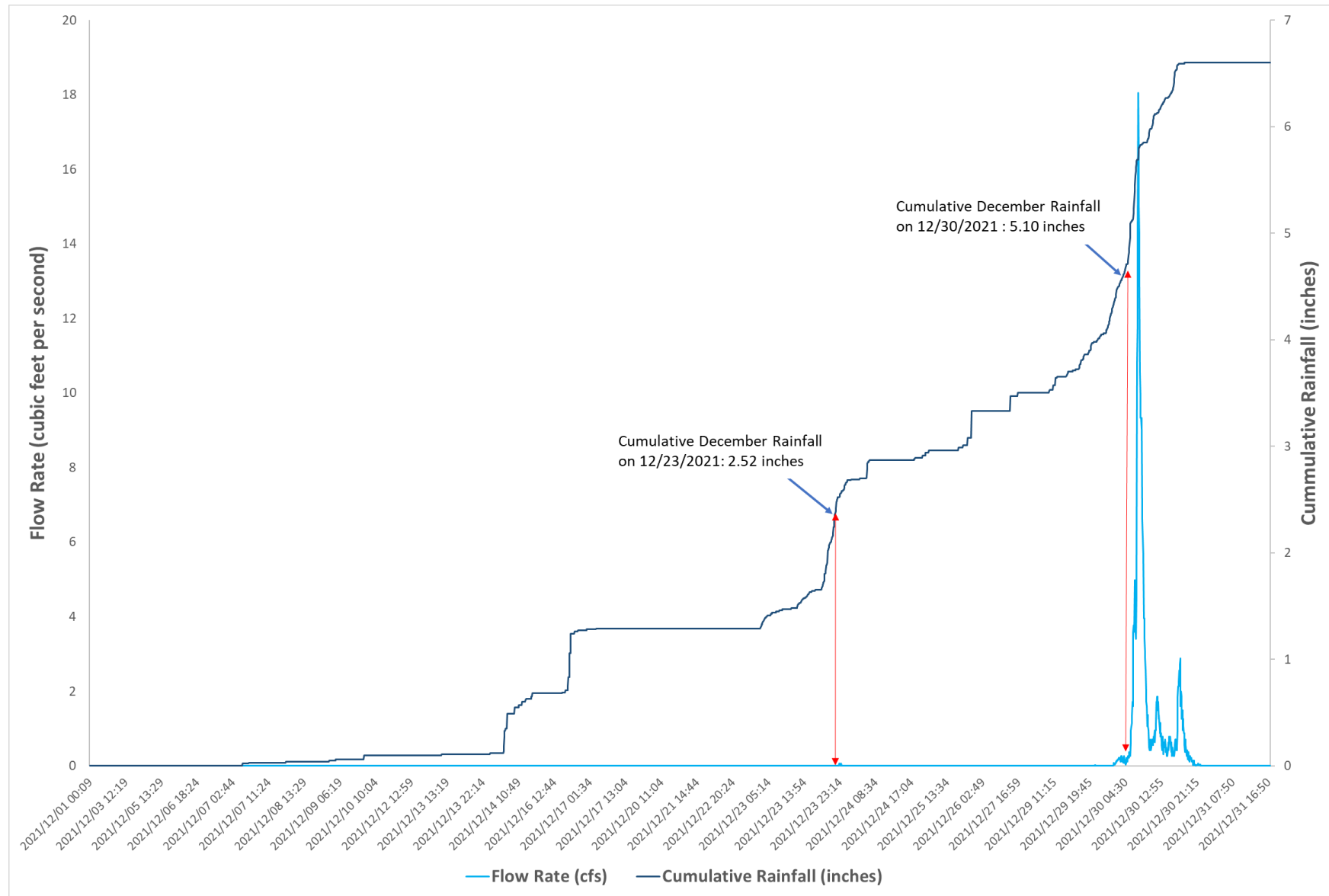


Figure 5. Cumulative Rainfall and Flow Hydrograph for December 2021

Sepulveda Canyon Continuous Flow Technical Memorandum

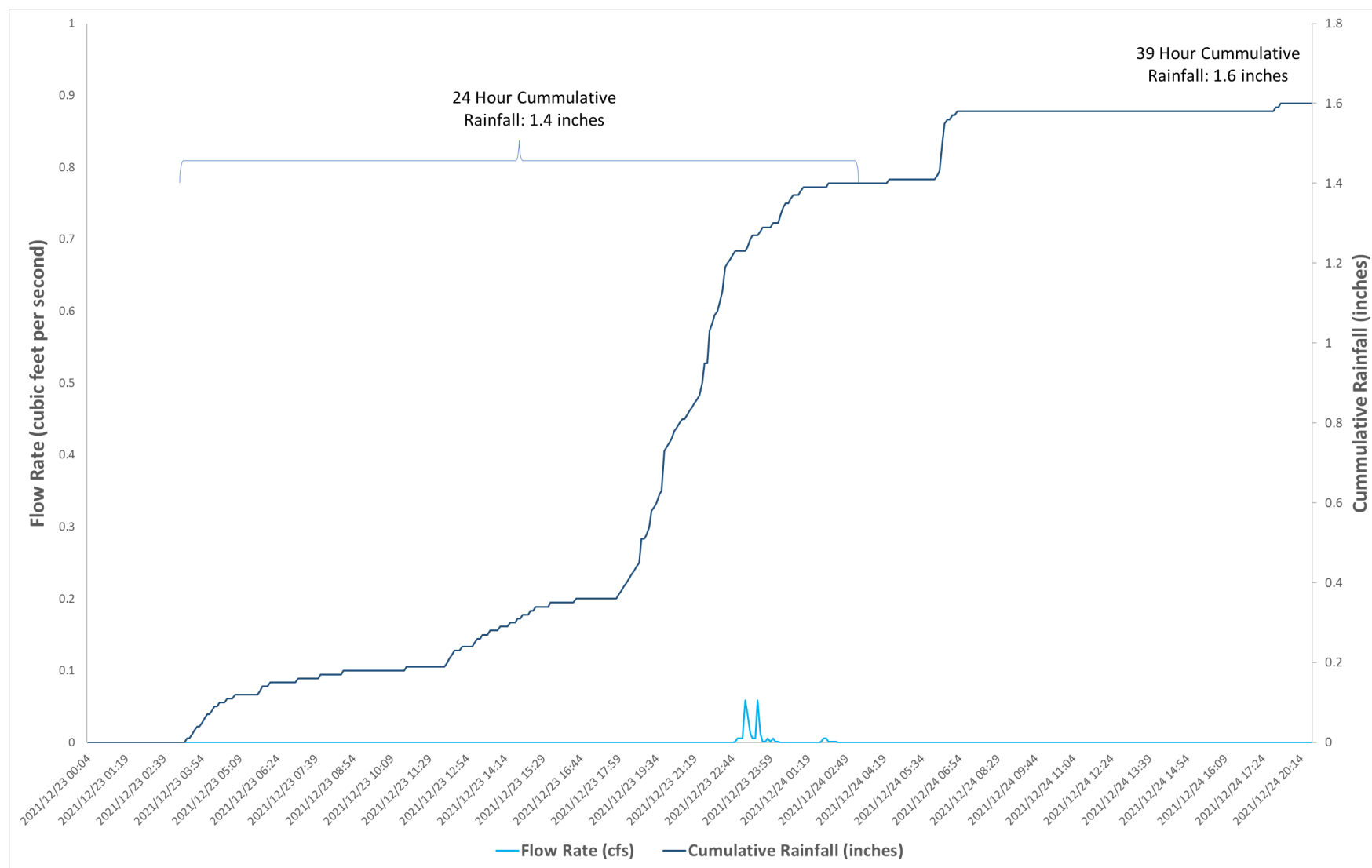


Figure 6. Cumulative Rainfall and Flow Hydrograph December 23-24, 2021

Sepulveda Canyon Continuous Flow Technical Memorandum

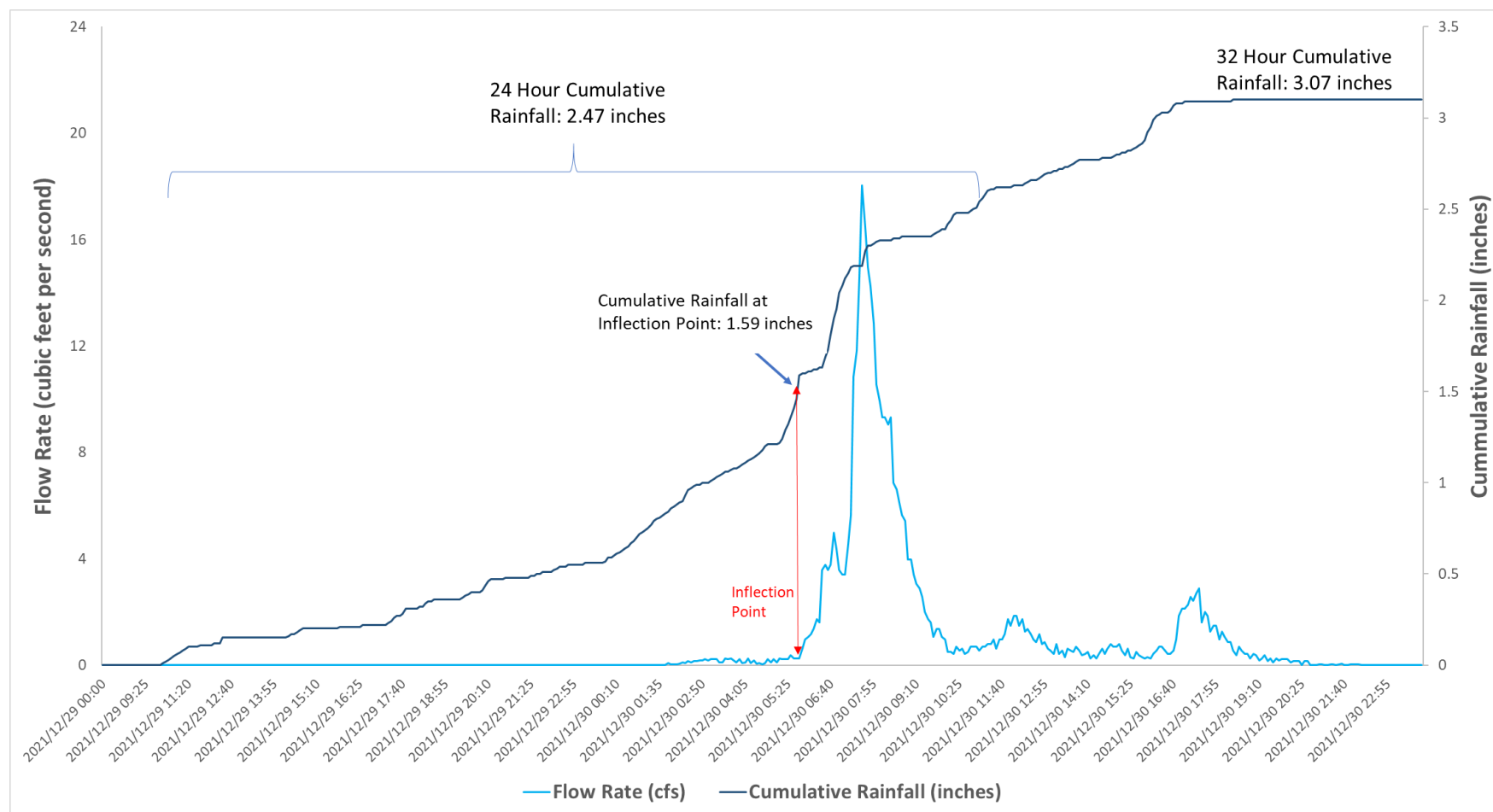


Figure 7. Cumulative Rainfall and Flow Hydrograph December 29-30, 2021

HISTORICAL RAINFALL

A summary of the historical rainfall records for Rolling Hills between October 2016 through April 2022 are summarized in the following figures. Figure 8 provides a summary of all of the storm events greater than or equal to the 85th percentile, 24-hour storm event. A total of 17 storm events greater than or equal to the 85th percentile, 24-hour storm event have occurred near Sepulveda Canyon since October 2016 and the December 29-30, 2021 event had the second largest 24-hour rainfall total (2.47 inches). Figure 9 provides a summary of the monthly rainfall totals (October-April) for each wet weather season. December 2021 was the wettest December and the third wettest month since October 2016 (over a six-year period).

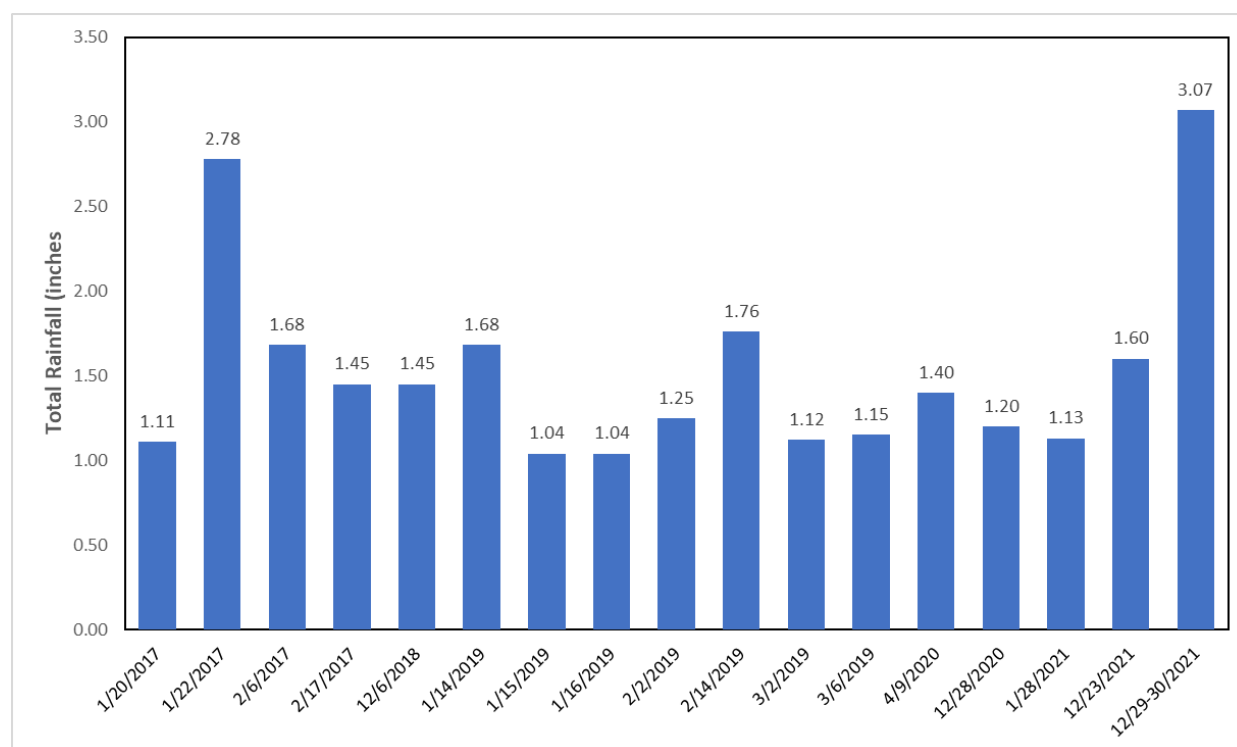


Figure 8. Storm Events Exceeding 85th Percentile, 24-hour Storm from October 2016 through April 2022

Sepulveda Canyon Continuous Flow Technical Memorandum

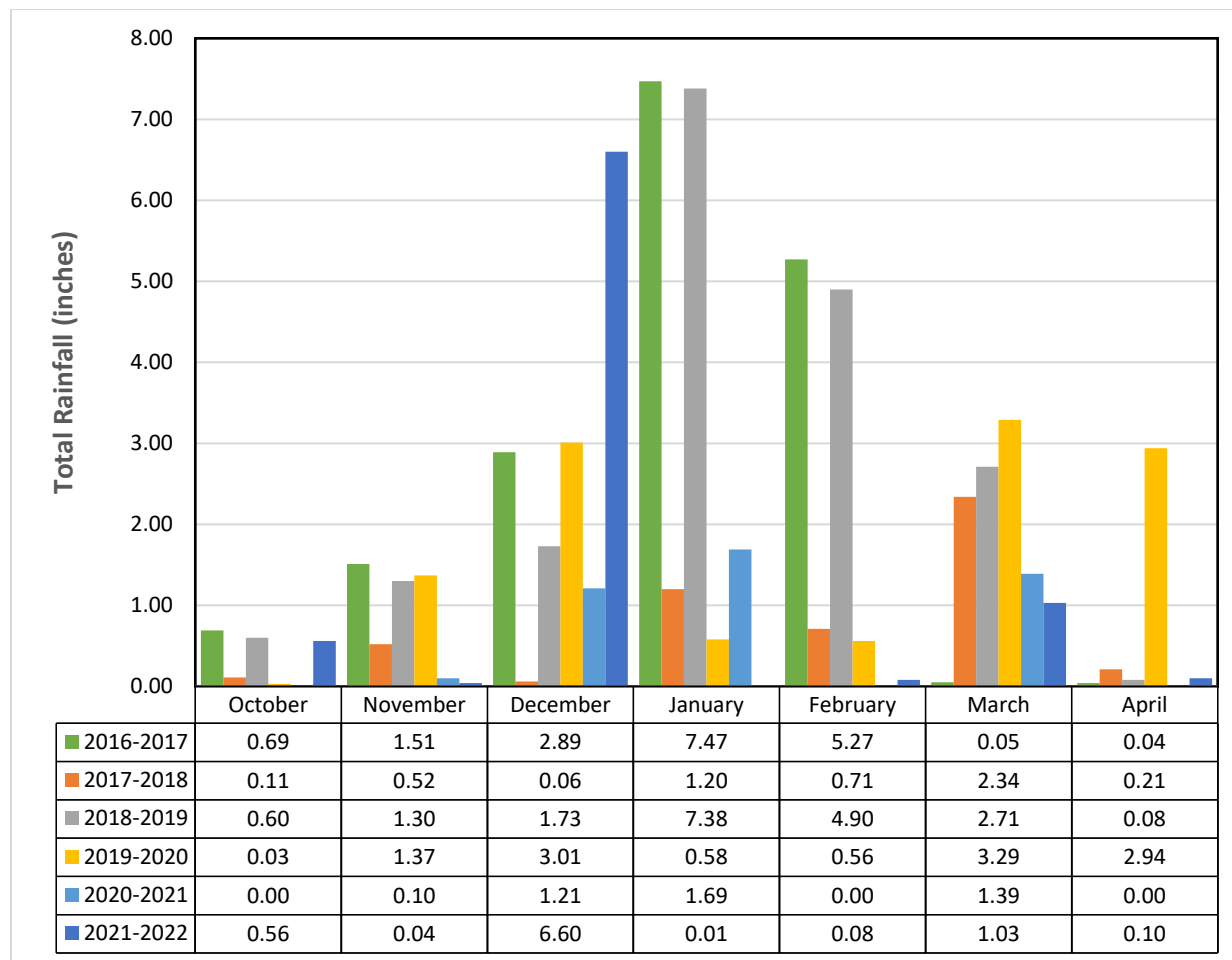


Figure 9. Monthly Rainfall Totals from October 2016 through April 2022

Sepulveda Canyon Continuous Flow Technical Memorandum

CONCLUSIONS

Continuous flow monitoring was conducted in Sepulveda Canyon over the course of two wet weather seasons from October 26, 2020 through April 30, 2022 to determine if Sepulveda Canyon effectively retains the 85th percentile, 24-hour storm event. The results of the continuous flow monitoring data demonstrate that Sepulveda Canyon effectively retained all storm events from October 26, 2020 through April 30, 2022 that were less than or equal to the 85th percentile, 24-hour storm event. The following key takeaways are provided below:

- Sepulveda Canyon effectively retained the volume of flow generated by all storm events during the 2020-2021 wet season, including two storm events greater than the 85th percentile, 24-hour storm event.
- Sepulveda Canyon effectively retained the volume of flow generated by all storm events that occurred during the 2021-2022 wet season less than or equal to the 85th percentile, 24-hour storm event.
- A brief period of flow was observed during the December 23-24, 2021 storm event that was greater than the 85th percentile, 24-hour storm event rainfall depth of 1.0 inches. The onset of flow commenced following 1.2 inches of rainfall within 24 hours and the flows likely originated from a small portion of the surrounding drainage area, rather than the entirety of Sepulveda Canyon. The total rainfall for the first 24 hours of the storm was 1.4 inches and the total rainfall for the event was 1.6 inches.
- Flow was observed during the December 29-30, 2021 storm event that was greater than the 85th percentile, 24-hour storm event rainfall depth of 1.0 inches and greater than the 95th percentile, 24-hour storm event rainfall depth of 2.0 inches. The onset of flow from the entire Sepulveda Canyon drainage area commenced following 1.59 inches of rainfall within 24 hours. The total rainfall for the first 24 hours of the storm was 2.47 inches and the total rainfall for the 32 hour event was 3.07 inches.

Please do not hesitate to contact me should you have any questions or concerns regarding this Sepulveda Canyon Rainfall and Flow Technical Memorandum.

For and on behalf of NV5,



Garth R. Engelhorn
Water Resources Sr. Consultant/Project Manager

Sepulveda Canyon Continuous Flow Technical Memorandum

Attachments

Attachment 1 – Continuous Flow Monitoring Data (Excel)

Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program.



Attachment 1

Continuous Flow Data (Excel)

Los Angeles Regional Water Quality Control Board

October 19, 2022

Via Email Only

Permittees of the Palos Verdes Peninsula Watershed Management Group¹

APPROVAL, WITH CONDITIONS, OF THE PALOS VERDES PENINSULA WATERSHED MANAGEMENT PROGRAM (WMP) PURSUANT TO THE REGIONAL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR THE LOS ANGELES REGION (NPDES PERMIT NO. CAS004004; ORDER NO. R4-2021-0105)

Dear Palos Verdes Peninsula Watershed Management Group:

This letter (1) conditionally approves the Watershed Management Program (WMP) submitted by the Palos Verdes Peninsula Watershed Management Group (Group) subject to additional revisions of the WMP, (2) reviews compliance metrics for waterbody pollutant combinations (WBPCs) and (3) specifies additional requirements including requirements for an updated adaptive management process.

1) Review of Watershed Management Program

The Regional MS4 Permit (Order No. R4-2021-0105) authorizes discharges from the MS4 operated by 99 municipal Permittees within the coastal watersheds of Los Angeles and Ventura Counties (hereafter, Regional MS4 Permit or Order). The Regional MS4 Permit became effective on September 11, 2021. The Regional MS4 Permit allows the Permittee(s) the option to use a Watershed Management Program (WMP) to implement many of the permit's requirements through customized strategies, control measures, and best management practices (BMPs).

Pursuant to the State Water Resources Control Board (State Water Board) WQ Order No. 2020-0038 and the Los Angeles County MS4 Permit Order No. R4-2012-0175, the Group submitted to the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board or Board) a revised draft WMP dated June 30, 2021. Because the Regional MS4 Permit carries over many of the provisions from Order No. R4-2012-0175 and incorporates the required elements of Order No. 2020-0038, and because it is the

¹ Permittees of Palos Verdes Peninsula Watershed Management Group include Los Angeles County, Los Angeles County Flood Control District and the Cities of Palos Verdes Estates, Ranch Palos Verdes, Rolling Hills Estates, and Rolling Hills.

currently effective permit, the Los Angeles Water Board reviewed the WMP per Part IX of the Regional MS4 Permit.

Public Review and Comment

On December 21, 2021, the Los Angeles Water Board provided public notice and a 76-day period to allow for public review and comment on the WMPs submitted by June 30, 2021. The Board received one joint comment letter from Heal the Bay, the Los Angeles Waterkeeper, and the Natural Resources Defense Council, which generally applied to all WMPs. These comments were considered during staff's review of the WMPs.

Conditions of Approval

Pursuant to Part IX.G.3.a of the Order, the Watershed Management Program and Reasonable Assurance Analysis (RAA) are required to be consistent with the requirements of the Regional MS4 Permit. On March 24, 2022, an email was sent to the Peninsula WMG with preliminary questions and concerns regarding the Peninsula WMP. On April 6, 2022, a second email was sent to the Group that provided additional comments and questions. Subsequently, Los Angeles Water Board staff met with the Peninsula WMG on April 11, 2022, to discuss the required revisions to the WMP. The Los Angeles Water Board received the Group's second revised WMP dated May 13, 2022. The Los Angeles Water Board hereby approves the Group's WMP, under the condition that the WMP is revised to address the following requirements:

1. The Board recognizes that the City of Rolling Hills intends to retain the runoff volume from the 85th percentile, 24-hour storm; however, the drainage areas within the City of Rolling Hills should still be identified. In Figure 1-1 on page 1-3 and in Figure 3-1 on page 3-10, shade the City of Rolling Hills jurisdictional area to show the watershed management area(s) to which it drains and include the streams to be consistent with the other jurisdictions' watershed areas on the map.
2. In Section 1.3.1 on page 1-4, in the fourth paragraph, update the reference to the current 303(d) list to the 2020-2022 303(d) list of impaired waterbodies approved on May 11, 2022.
3. Remove footnote 16 from Section 2.2, Dominguez Channel page 2-3. The Los Angeles Water Board notes that per the Amended Consent Decree entered in *United States v. Montrose Chemical Corp.*, Case No. 90-3122 AAH (JRx), the Los Angeles Water Board released some local agencies from liability for natural resource damages and for specific response costs related to releases of DDT and other hazardous substances from the Montrose DDT Plant. This Amended Consent Decree does not apply to all toxic pollutants covered by the Dominguez Channel Toxics TMDL. Further, nothing in the Amended Consent Decree bars the State from requiring compliance with the Clean Water Act, including compliance with NPDES permits issued thereunder. According to Attachment J of the Regional MS4 Permit, the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL, including the water quality-based effluent limits (WQBELs) in Attachment P, Part II of the Order, apply to the Group.

4. In Section 2.3.1 on page 2-30, update the second paragraph and Table 2-16 to include the land uses for the City of Rolling Hills.
5. In Section 2.3.2 on page 2-48, in the first sentence of the second paragraph delete the word “limited.”
6. Update the Torrance Airport Stormwater Basin Project Phase II BMP volume on Table 3-20: Summary of Modeled Regional BMPs, and update the WMP to be consistent with the most current volume and project details (including related figures).
7. In Table 4-22 on pages 4-4 and 4-5, replace the values in the two **Bacteria (*E. coli*)** rows for Analysis Regions WD-1 and WD-Solano with “n/a”. Update the second sentence of footnote 1 to say, “For WD-1 and WD-Solano, bacteria was originally modeled using an incorrect receiving water limitation. Therefore, it is not included in the table, since the 85th percentile, 24-hour storm volume is selected”. Make this footnote edit again in Appendix 4.1 RAA Table 11 and update the entire WMP to be consistent with the footnote (e.g., edit the first bullet point on page 4.2-2).
8. Add a new table to Section 4.2 that compares the target load reduction summaries in Table 4-21 and Table 4-22, and the management volumes in Table 4-23, with the summary of BMP volumes for modeled regional BMPs in Table 3-20, as well as any modeled volumes for distributed BMPs, to show how the RAA-recommended projects will meet the target load reductions for each subwatershed and city.
9. In Section 9, Adaptive Management Process, update the reference in number 1 of the list to refer to the Regional MS4 Permit and any other outdated references to the 2012 LA County MS4 Permit.
10. Correct internal referencing of tables and figures throughout the WMP. In many places the text references to table or figure numbers do not match the actual table or figure number. Additionally, for clarity, we would suggest either simple sequential numbering throughout the document, or numbering within each section. The document seems to employ a hybrid approach. For example, Table 3-1 is labeled Table 3-20 and follows Table 2-19, and Figure 2-1 is labeled Figure 2-2 and follows Figure 1-1. These are just a few examples.

The Board may rescind this approval if any of the conditions in this letter are not met to the satisfaction of the Board within the timeframe provided below. Pursuant to Part IX.G.4 of the Order, if the necessary revisions are not appropriately made, the Group shall be subject to all requirements in the Order except those requirements pertaining to Watershed Management Programs upon disapproval by the Los Angeles Water Board.

The Peninsula WMG shall submit a final WMP to the Los Angeles Water Board that satisfies all of the above conditions no later than **December 19, 2022**. The final WMP must be submitted electronically by uploading the files in a Folder with the name of the Group to the FTP site using the following credentials:

FTP site: <https://ftp.waterboards.ca.gov>

Username: RB4MS4-Upload

Password: RB4-bmBb3Z

Pursuant to Parts IX.C.1 and IX.G.3.c of the Order, **the Peninsula WMG shall implement their approved WMP immediately.** The Group is subject to all applicable compliance schedules in Part IV.B and Attachments K through S of the Order.

Approval of the Group's WMP, subject to the conditions above, reinstates the Group's deemed compliance status, per the Board's February 25, 2022 letter on the Group's June 30, 2021 status of compliance demonstration, for the WBPCs identified in section 2.1.

To the extent allowed by law, it is not the intent of Board staff to take enforcement action resulting from the temporary loss of deemed compliance status for the WBPCs identified in section 2.1.2 below for the period of July 1, 2022 to the date of this conditional approval.

2) Compliance Determinations

2.1 Compliance Determination for WBPCs other than Trash

2.1.1 Compliance Metric: Pursuant to Part IX.B.7.h of the Order, the WMP is required to specify the expected volume capture, load reductions, or other compliance metric(s) at regular milestones, and the methods by which these reductions will be measured and demonstrated for each WBPC and supported via the RAA. Based on the information provided in the WMP, and pending revision of the WMP to address the conditions of this approval letter, the Board will determine deemed compliance with the Group's WMP based on the following compliance metric(s) with the approved compliance schedule:

- The cities of Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills Estates the County of Los Angeles (for the unincorporated areas within the Palos Verdes Peninsula WMP) and the Los Angeles County Flood Control District will comply with Table 4-23: Peninsula EWMP RAA Summary and Table 5-24: Structural TCM Implementation Schedule

These permittees must demonstrate compliance with final WQBELs and receiving water limitations through the direct demonstration of compliance options outlined in Part X.B.2.a of the Order or revise the WMP to include structural BMPs that retain all non-stormwater runoff and the volume of stormwater runoff from the 85th percentile 24-hour storm event.

Per Attachment P, Part IV.C.2, of the Order, the cities of Palos Verdes Estates, Rancho Palos Verdes, and Rolling Hills Estates did not receive approval to comply with alternative mass-based water quality-based effluent limitations for total nitrogen and total phosphorus allowed by the Machado Lake Nutrient TMDL. Therefore, these Permittees shall comply with the final monthly average concentration-based water quality effluent limitations for total nitrogen and total phosphorus per Attachment P, Part IV.C.1.

The City of Rolling Hills will comply with the measures described in Section 3.5.2, 85th Percentile, 24-hour Runoff Retention Areas. The City shall continue to monitor flow in Sepulveda Canyon at the Middleridge Road crossing culvert to demonstrate that the 85th %, 24-hr storm event is retained.

2.1.2. WBPCs Eligible for Deemed Compliance Through Alternative

Demonstration of Compliance: Based on the below criteria, the following WBPCs will receive deemed compliance up to the applicable final compliance deadline if the actions and schedules specified in the WMP are attained as outlined in Parts X.B.1.b and X.B.2.b of the Order and pending revision of the WMP to address the conditions of this approval letter:

- Wilmington Drain for *E. coli* indicator bacteria;
- Inner Los Angeles Harbor for copper, lead, zinc, total DDTs, total PAHs, and total PCBs; and
- Cabrillo Marina for copper, lead, zinc, total DDTs, total PAHs, and total PCBs.
- In the City of Rolling Hills, only:
 - Santa Monica Bay for total DDTs, total PCBs, arsenic, and mercury;
 - Santa Monica Bay Beaches for the indicator bacteria total coliform, fecal coliform and enterococcus, total DDTs, and total PCBs; and
 - Machado Lake for total nitrogen, total phosphorus, total DDTs, DDT (all congeners), DDE (all congeners), DDD (all congeners), total PCBs, total chlordane and dieldrin.

Any WBPCs that are not listed above are not eligible for deemed compliance for the following reasons: (a) for Category 1 WBPCs with interim deadlines, the WMP proposes watershed control measures for which there are no quantitative analysis that satisfy the RAA requirements, (b) the final TMDL deadline(s) have past and there is no approved Time Schedule Order (TSO) or retention of all non-stormwater runoff and the volume of stormwater runoff from the 85th percentile 24-hour storm event, (c) the WMP proposes implementing baseline Permit requirements only, and/or (d) the WMP does not propose implementing additional BMPs and proposes to demonstrate compliance through monitoring.

2.2 Compliance Determination for Trash WBPCs

Trash WBPCs are not eligible for deemed compliance under the WMP. For Trash WBPCs, compliance shall be determined as outlined in Part X.C of the Order.

(3) Other Requirements

Adaptive Management

Pursuant to Part IX.E.1 of the Order, the Permittee(s) shall implement an adaptive management process for each approved WMP. An adaptive management process is a periodic, comprehensive program evaluation, including re-analysis of data and/or

modeling, and modification process to determine progress toward achieving WQBELs and receiving water limitations and to adapt the Watershed Management Program to become more effective at achieving WQBELs and receiving water limitations. Pursuant to Part IX.E.4 of the Order, Permittee(s) shall submit the results of the adaptive management process with the Permittees' Report of Waste Discharge (ROWD) to the Los Angeles Water Board no later than **March 15, 2026**.

Per Part IX.E.3 of the Order, the adaptive management process fulfills the requirements in Part V.D of the Order to address continuing exceedances of receiving water limitations.

WMP Modifications

As indicated in Part IX.E.2 of the Order, based on the results of the adaptive management process, the Permittee(s) may propose WMP modifications necessary to improve the effectiveness of the WMP. The Permittee(s) shall clearly identify any WMP modification proposals in their submittal of the adaptive management results.

Additionally, per Part IX.C.2 of the Order, notwithstanding Part IX.E (Adaptive Management) of the Order, the Permittee(s) may propose WMP modifications at any time during the term of the Order, as necessary as a standalone request. As explained in Attachment H of the Order, the Permittee(s) cannot submit WMP modification requests as part of the Annual Report. The Permittee(s) shall provide separate written requests explaining the nature of the proposed modification and justification for consideration by the Los Angeles Water Board.

Receiving Water Limitations Compliance Report

Per Part IX.B.9.c.iv of the Order and Part XIV.C.4 in Attachment E of the Order, implementation of actions to address water quality priorities in a Watershed Management Program related to addressing exceedances of receiving water limitations in Part V (Receiving Water Limitations) of the Order which is not otherwise addressed by TMDLs in Part IV of the Order and Attachments K through S, fulfills the requirements in Part V.C of the Order to prepare a Receiving Water Limitations Compliance Report.

If you have any questions, please contact Susana Vargas with the Municipal Stormwater Permitting Unit by email Susana.Vargas@waterboards.ca.gov or phone (213) 576-6688. Alternatively, you may also contact Ivar Ridgeway, Municipal Stormwater Permitting Unit Supervisor by email at Ivar.Ridgeway@waterboards.ca.gov or by phone at (213) 620-2150.

Sincerely,

R Purdy
Digitally signed by R
Purdy
Date: 2022.10.19
10:28:46 -07'00'

Renee Purdy
Executive Officer

cc: Tim Jonasson, City Engineer, Palos Verdes Estates
Ken Rukavina, Community Development Director, Rancho Palos Verdes
John Signo, Planning and Community Services, Rolling Hills
Christian Horvath, Senior Management Analyst, Rolling Hills
David Wahba, Public Works Director, Rolling Hills Estates
Haris Harouny, Department of Public Works, Los Angeles County
Maryam Adhami, Department of Public Works, Los Angeles County
Thuan Nguyen, Department of Public Works, Los Angeles County
Jalaine Verdiner, Department of Public Works, Los Angeles County
Annelisa Ehret Moe, Heal the Bay
Benjamin Harris, LA Waterkeeper
Corinne Bell, Natural Resources Defense Council

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of November, 2025 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and NV5 Inc., a California limited partnership (hereinafter the "CONSULTANT").

RECITALS:

A. The CITY desires to retain CONSULTANT to conduct Sepulveda Canyon Continuous Flow Monitoring for the 2025-2026 monitoring year. The objective of the continuous flow monitoring is to verify that Sepulveda Canyon effectively retains the 85th percentile, 24-hour storm event by collecting continuous flow measurements near the base of Sepulveda Canyon over the course of the monitoring year (the "Project").

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

C. The CONSULTANT is willing to render such professional services.

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

1. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached hereto as Exhibit A and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit A.

2. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B, subject to a do not exceed amount in the amount of \$16,240.00. This fee includes all expenses, consisting of travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

3. METHOD OF PAYMENT

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

4. SUBCONTRACTING

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

5. COMMENCEMENT OF WORK

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

6. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred. Records and documents shall be kept available at the CONSULTANT's California office, located at 307 Amapola Avenue, Suite 212 Torrance, CA, 90501, during the Agreement period and thereafter for five years from the date of final payment.

7. OWNERSHIP OF DATA

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

8. TERM OF CONTRACT

This Agreement shall be valid until December 31, 2026.

9. TERMINATION

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

10. ASSIGNABILITY

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

11. AMENDMENT

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

12. NON-SOLICITATION CLAUSE

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

13. INDEMNITY

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

14. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 13 - Indemnity, CONSULTANT shall not begin work under this

Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

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

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

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

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

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

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

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

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

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

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

G. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers

in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

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

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

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

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

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

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

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

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

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

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

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

15. NOTICE All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's

representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.
Attention: City Manager, Karina Banales

CONSULTANT:

NV5 Inc.
370 Amapola Avenue, Suite 212
Torrance, California 90501
Attention: Garth Engelhorn

16. 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.

17. 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.

18. 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, 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.

19. 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.

20. GOVERNING LAW

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF ROLLING HILLS

NV5 Inc.

CITY MANAGER:

SENIOR PROJECT MANAGER



KARINA BANALES



GARTH ENGELHORN

ATTEST:



CHRISTIAN HORVATH - CITY CLERK

APPROVED AS TO FORM:



NICOLAS PAPAJOHN - CITY ATTORNEY

EXHIBIT A
SCOPE OF WORK

1 EXHIBIT A: SCOPE OF WORK

NV5 will conduct the following tasks to implement Sepulveda Canyon Continuous Flow Monitoring during the 2025-2026 monitoring year. The objective of the continuous flow monitoring is to verify that Sepulveda Canyon effectively retains the 85th percentile, 24-hour storm event by collecting continuous flow measurements near the base of Sepulveda Canyon over the course of monitoring year.

Task 1: Project Management and Coordination

NV5 will routinely coordinate with the City to provide updates and discuss any potential modifications necessary for the continuous flow monitoring activities. This task includes planning and implementation of the project, relevant meeting attendance, coordination with the City, budget management, and monthly invoicing/reporting.

Task 2: 2025-2026 Flow Monitoring (8 months)

NV5's proposed flow equipment includes an ultra-sonic sensor and data logger with near real-time access through NV5's MS4 Flow System web portal. NV5's proposed remote documentation equipment includes a field camera with cellular remote telemetry. The field camera will be used to document general site conditions and flow status remotely. The remote imagery will provide confirmation of presence or absence of leaf litter, sediment, ponded water, and flowing water at the monitoring location. The remotely imagery will provide additional confidence in the flow conditions. NV5 will install one flow monitoring unit and field camera and maintain the equipment in working order for the eight-month deployment period from approximately November 2025 through the end of June 2026.

The continuous flow monitoring equipment will be located in Sepulveda Canyon at the road crossing of Middelridge Road (33.773522, -118.348538), which is an accessible location near the bottom of the canyon suitable for flow monitoring. Sepulveda Canyon is located on the east side of the Palos Verdes Peninsula, south of N. Palos Verdes Drive, and about 0.5 miles east of Crenshaw Boulevard. During the installation, the storm drain dimensions and slope will be measured, and the flow equipment will be programmed to continuously log flow measurements at 5-minute intervals for the duration of the deployment period. Flow rates will be measured in accordance with the NPDES Storm Water Sampling Guidance Document (EPA-833-B-92-001). The flow monitoring equipment will be maintained throughout the deployment to ensure functionality (site visits approximately every other month). NV5 will review the continuous flow data remotely to prevent data gaps through routine data evaluation, automated equipment alerts, and quick responses to resolve any issues.

Calibration of all monitoring equipment will be conducted immediately prior to deployment and periodic maintenance and calibration will be scheduled based site evaluations of the real-time data. All calibrations will be conducted in accordance with the manufacturer's specifications and equipment will be calibrated on-site and field verified for accuracy with a level measurement tape. NV5 will conduct instantaneous flow measurements with a Flo-Mate meter twice per monitoring season to ensure accurate flow calculations are kept up to date and reflect any changes to the site conditions. A maintenance log form will be kept on file to detail the dates of instrument inspection, battery replacement, and any problems noted with instruments. Upon completion of the deployment period, NV5 will remove all flow equipment.

NV5 will conduct routine quality assurance/quality control (QA/QC) of the flow data and calculations. NV5 will access the continuous flow data remotely to ensure the equipment is continuously monitoring, recording, and presenting accurate flow data on the web portal.

NV5 will provide the project staff with access to NV5's MS4 Flow System web portal so that the site's status can be reviewed in real-time from any web enabled device. The web portal generates site-specific reports to monitor flows on a daily evaluation and broken into weekly, and monthly totals. The project staff will have access to weekly data summaries including flow statistics and flow hydrographs in both Excel and Adobe Acrobat format from the web portal.

At the end of the deployment period, NV5 will provide the annual hydrologic assessment for the Sepulveda Canyon which include an analysis of the observed flow measurements compared to the observed rainfall to verify that Sepulveda Canyon effectively retains the 85th percentile. The deliverable will be provided in Excel format and include the general site observations, flow data, rainfall data, and an analysis of rainfall events and observed flow volumes. A compilation of all the site photos with date/time information will be provided in JPEG format. Following one round of comments, NV5 will prepare and submit a final hydrologic assessment.

Assumptions

- Access agreements may be necessary, but no encroachment permits will be required.
- Traffic control plans will not be necessary. Standard traffic caution procedures will be used as-needed.
- Any additional work required due to equipment vandalism or theft is not included in this scope of work.

References

USEPA (U.S Environmental Protection Agency), 1992. NPDES Storm Water Sampling Guidance Document. EPA 833-B-92-001. Office of Water, USEPA, Washington, DC. July 1992.

EXHIBIT B
FEE SCHEDULE

2 EXHIBIT B - COST ESTIMATE

NV5 has estimated the total cost to complete all tasks described in the scope of work below. The cost estimate summary for each task and total project cost is provided in Table 1. The detailed cost estimate worksheets including itemized labor costs and equipment costs for each task are provided in Table 2.

Table 1. Cost Estimate Summary

Continuous Flow Monitoring	Total Staff Hours	Total Labor Costs	Total Reimbursables	Total Costs (Year 1, 2 and 3 2025-2028)
Task 1. Project Management and Coordination	10	\$ 1,560.00	\$ -	\$ 1,560.00
Task 2. 2025-2026 Flow Monitoring (8 months)	72	\$ 11,160.00	\$ 3,520.00	\$ 14,680.00
Total Project Cost		\$ 12,720.00	\$ 3,520.00	\$ 16,240.00

Table 2. Detailed Cost Estimate

Continuous Flow Monitoring			Task 1. Project Management and Coordination		Task 2. 2025-2026 Flow Monitoring (8 months)		Totals
NV5 Title	Hourly Rate		Hours	Cost	Hours	Cost	
Principal	\$ 235.00			\$ -		\$ -	\$ -
Senior Project Manager III	\$ 225.00		2	\$ 450.00	12	\$ 2,700.00	\$ 3,150.00
Senior I	\$ 210.00			\$ -		\$ -	\$ -
Associate III	\$ 150.00		6	\$ 900.00	30	\$ 4,500.00	\$ 5,400.00
Associate II	\$ 140.00			\$ -	22	\$ 3,080.00	\$ 3,080.00
Associate I	\$ 130.00			\$ -		\$ -	\$ -
Specialist II	\$ 110.00			\$ -	8	\$ 880.00	\$ 880.00
Financial Analyst II	\$ 105.00		2	\$ 210.00		\$ -	\$ 210.00
Labor Fee Costs			10	\$1,560.00	72	\$ 11,160.00	\$ 12,720.00
Other Direct Costs	Notes	Unit Cost	units	Cost	units	Cost	Totals
Mileage	\$0.70 mile	\$ 0.70		\$ -	350	\$ 245.00	\$ 245.00
Installation Hardware	\$75/day	\$ 75.00			1	\$ 75.00	\$ 75.00
Remote Field Camera	\$50/month	\$ 50.00			8	\$ 400.00	\$ 400.00
Marsh McBirney Flo-Mate	\$100/day	\$ 100.00			2	\$ 200.00	\$ 200.00
MS4 Flow System	\$325/month	\$ 325.00		\$ -	8	\$ 2,600.00	\$ 2,600.00
ODCs Cost				\$ -		\$ 3,520.00	\$ 3,520.00
Total Cost Estimate (Labor and ODCs)			Task 1. Project Management and Coordination		Task 2. 2025-2026 Flow Monitoring (8 months)		Total Project Cost
			\$ 1,560.00		\$ 14,680.00		\$ 16,240.00

EXHIBIT C

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation
with No Employees

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

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

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

CONSULTANT Signature

Printed Name of CONSULTANT

Date

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 24th day of November, 2025, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and NV5 Inc., a California limited partnership (hereinafter the "CONSULTANT"). CITY and CONSULTANT are sometimes referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

A. On November 11, 2025, CITY and CONSULTANT entered into that certain Professional Services Agreement to conduct Sepulveda Canyon Continuous Flow Monitoring for the 2025-2026 monitoring year for a not-to-exceed amount of \$16,240.00 (the "Agreement").

B. The Parties now desire to amend the Agreement in order to extend the term and scope of services to cover continuous flow monitoring services for the 2026-2027 and 2027-2028 monitoring years and provide for additional compensation to CONSULTANT in the amount of \$39,896.10 for the additional 2 years, for a total not-to-exceed amount of \$56,136.10 for all 3 years ("First Amendment").

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree the following terms, as set forth in this First Amendment.

1. Section 1 "Scope of Work" of the Agreement is amended to read as follows:

"CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached hereto as Exhibit A and A-1 and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedules outlined in Exhibit A and A-1."

2. Section 2 "Cost" of the Agreement is amended to read as follows:

"The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B and B-1, subject to a do not exceed amount in the amount of \$56,136.10. This fee includes all expenses, consisting of travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT."

3. Section 8 "Term of Contract" of the Agreement is amended to read as follows:

"This Agreement shall be valid until December 31, 2028."

4. Except as amended by this First Amendment, all provisions of the Agreement shall remain in full force and effect.

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

CITY OF ROLLING HILLS

NV5 Inc.

CITY MANAGER

SENIOR PROJECT MANAGER

KARINA BANALES

GARTH ENGELHORN

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

APPROVED AS TO FORM:

NICOLAS PAPAJOHN
CITY ATTORNEY

EXHIBIT A-1
SCOPE OF WORK FOR 2026-2027 AND 2027-2028 MONITORING YEARS

1 EXHIBIT A: SCOPE OF WORK

NV5 will conduct the following tasks to implement Sepulveda Canyon Continuous Flow Monitoring during the 2026-2027 and 2027-2028 monitoring years. The objective of the continuous flow monitoring is to verify that Sepulveda Canyon effectively retains the 85th percentile, 24-hour storm event by collecting continuous flow measurements near the base of Sepulveda Canyon over the course of two years.

Task 1: Project Management and Coordination

NV5 will routinely coordinate with the City to provide updates and discuss any potential modifications necessary for the continuous flow monitoring activities. This task includes planning and implementation of the project, relevant meeting attendance, coordination with the City, budget management, and monthly invoicing/reporting.

Task 2: 2026-2027 Flow Monitoring (12 months)

NV5's proposed flow equipment includes an ultra-sonic sensor and data logger with near real-time access through NV5's MS4 Flow System web portal. NV5's proposed remote documentation equipment includes a field camera with cellular remote telemetry. The field camera will be used to document general site conditions and flow status remotely. The remote imagery will provide confirmation of presence or absence of leaf litter, sediment, ponded water, and flowing water at the monitoring location. The remotely imagery will provide additional confidence in the flow conditions. NV5 will maintain the equipment in working order for the twelve-month deployment period from July 2026 through the end of June 2027. The equipment will remain installed for the monitoring planned in Task 3.

At the end of the deployment period, NV5 will provide the annual hydrologic assessment for the Sepulveda Canyon which include an analysis of the observed flow measurements compared to the observed rainfall to verify that Sepulveda Canyon effectively retains the 85th percentile. The deliverable will be provided in Excel format and include the general site observations, flow data, rainfall data, and an analysis of rainfall events and observed flow volumes. A compilation of all the site photos with date/time information will be provided in JPEG format. Following one round of comments, NV5 will prepare and submit a final hydrologic assessment.

Task 3: 2027-2028 Flow Monitoring (12 months)

NV5's proposed flow equipment includes an ultra-sonic sensor and data logger with near real-time access through NV5's MS4 Flow System web portal. NV5's proposed remote documentation equipment includes a field camera with cellular remote telemetry. The field camera will be used to document general site conditions and flow status remotely. The remote imagery will provide confirmation of presence or absence of leaf litter, sediment, ponded water, and flowing water at the monitoring location. The remotely imagery will provide additional confidence in the flow conditions. NV5 will maintain the equipment in working order for the twelve-month deployment period from July 2027 through the end of June 2028. The equipment will be removed following the completion of continuous flow monitoring in June 2028.

At the end of the deployment period, NV5 will provide the annual hydrologic assessment for the Sepulveda Canyon which include an analysis of the observed flow measurements compared to the observed rainfall to verify that Sepulveda Canyon effectively retains the 85th percentile. The deliverable will be provided in Excel format and include the general site observations, flow data, rainfall data, and an analysis of rainfall events and observed flow volumes. A compilation of all the site photos with date/time information will be provided in JPEG format. Following one round of comments, NV5 will prepare and submit a final hydrologic assessment.

Flow Monitoring Methodology for Tasks 2 and 3

The continuous flow monitoring equipment will be located in Sepulveda Canyon at the road crossing of Middleridge Road (33.773522, -118.348538), which is an accessible location near the bottom of the canyon suitable for flow monitoring. Sepulveda Canyon is located on the east side of the Palos Verdes Peninsula, south of N. Palos Verdes Drive, and about 0.5 miles east of Crenshaw Boulevard. During the installation,

the storm drain dimensions and slope will be measured, and the flow equipment will be programmed to continuously log flow measurements at 5-minute intervals for the duration of the deployment period. Flow rates will be measured in accordance with the NPDES Storm Water Sampling Guidance Document (EPA-833-B-92-001). The flow monitoring equipment will be maintained throughout the deployment to ensure functionality (site visits approximately every other month). NV5 will review the continuous flow data remotely to prevent data gaps through routine data evaluation, automated equipment alerts, and quick responses to resolve any issues.

Calibration of all monitoring equipment will be conducted immediately prior to deployment and periodic maintenance and calibration will be scheduled based site evaluations of the real-time data. All calibrations will be conducted in accordance with the manufacturer's specifications and equipment will be calibrated on-site and field verified for accuracy with a level measurement tape. NV5 will conduct instantaneous flow measurements with a Flo-Mate meter twice per monitoring season to ensure accurate flow calculations are kept up to date and reflect any changes to the site conditions. A maintenance log form will be kept on file to detail the dates of instrument inspection, battery replacement, and any problems noted with instruments. Upon completion of the deployment period, NV5 will remove all flow equipment.

NV5 will conduct routine quality assurance/quality control (QA/QC) of the flow data and calculations. NV5 will access the continuous flow data remotely to ensure the equipment is continuously monitoring, recording, and presenting accurate flow data on the web portal.

NV5 will provide the project staff with access to NV5's MS4 Flow System web portal so that the site's status can be reviewed in real-time from any web enabled device. The web portal generates site-specific reports to monitor flows on a daily evaluation and broken into weekly, and monthly totals. The project staff will have access to weekly data summaries including flow statistics and flow hydrographs in both Excel and Adobe Acrobat format from the web portal.

Assumptions

- Access agreements may be necessary, but no encroachment permits will be required.
- Traffic control plans will not be necessary. Standard traffic caution procedures will be used as-needed.
- Any additional work required due to equipment vandalism or theft is not included in this scope of work.

References

USEPA (U.S Environmental Protection Agency), 1992. NPDES Storm Water Sampling Guidance Document. EPA 833-B-92-001. Office of Water, USEPA, Washington, DC. July 1992.

EXHIBIT B-1
FEE SCHEDULE FOR 2026-2027 AND 2027-2028 MONITORING YEARS

2 EXHIBIT B - COST ESTIMATE

NV5 has estimated the total cost to complete all tasks described in the scope of work below. The cost estimate summary for each task and total project cost is provided in Table 1. The detailed cost estimate worksheets including itemized labor costs and equipment costs for each task are provided in Table 2.

Table 1. Cost Estimate Summary

Continuous Flow Monitoring	Total Staff Hours	Total Labor Costs	Total Reimbursables	Total Costs (Year 1, 2 and 3) 2025-2028
Task 1. Project Management and Coordination	24	\$ 3,810.00	\$ -	\$ 3,810.00
Task 2. 2026-2027 Flow Monitoring (12 months)	82	\$ 13,111.90	\$ 4,295.00	\$ 17,406.90
Task 3. 2027-2028 Flow Monitoring (12 months)	88	\$ 14,384.20	\$ 4,295.00	\$ 18,679.20
Total Project Cost		\$ 31,306.10	\$ 8,590.00	\$ 39,896.10
Labor Fees are based on 2025 Hourly Rates, Task 2 and Task 3 include a 3% CPI increase in Labor Fees per year.				

Table 2. Detailed Cost Estimate

Continuous Flow Monitoring			Task 1. Project Management and Coordination		Task 2. 2026-2027 Flow Monitoring (12 months)		Task 3. 2027-2028 Flow Monitoring (12 months)		Totals
NV5 Title	Hourly Rate		Hours	Cost	Hours	Cost	Hours	Cost	
Principal	\$ 235.00			\$ -		\$ -		\$ -	\$ -
Senior Project Manager III	\$ 225.00		4	\$ 900.00	14	\$ 3,244.50	14	\$ 3,339.00	\$ 7,483.50
Senior I	\$ 210.00			\$ -		\$ -		\$ -	\$ -
Associate III	\$ 150.00		18	\$ 2,700.00	36	\$ 5,562.00	36	\$ 5,724.00	\$ 13,986.00
Associate II	\$ 140.00			\$ -	22	\$ 3,172.40	28	\$ 4,155.20	\$ 7,327.60
Associate I	\$ 130.00			\$ -		\$ -		\$ -	\$ -
Specialist II	\$ 110.00			\$ -	10	\$ 1,133.00	10	\$ 1,166.00	\$ 2,299.00
Financial Analyst II	\$ 105.00		2	\$ 210.00		\$ -		\$ -	\$ 210.00
	Labor Fee Costs		24	\$ 3,810.00	82	\$13,111.90	88	\$ 14,384.20	\$ 31,306.10
Other Direct Costs	Notes	Unit Cost	units	Cost	units	Cost	units	Cost	Totals
Mileage	\$0.70 mile	\$ 0.70		\$ -	350	\$ 245.00	350	\$ 245.00	\$ 490.00
Installation Hardware	\$75/day	\$ 75.00				\$ -		\$ -	\$ -
Remote Field Camera	\$50/month	\$ 50.00			12	\$ 600.00	12	\$ 600.00	\$ 1,200.00
Marsh McBirney Flo-Mate	\$100/day	\$ 100.00			2	\$ 200.00	2	\$ 200.00	\$ 400.00
MS4 Flow System	\$325/month or \$3,250/year	\$ 325.00		\$ -	1	\$ 3,250.00	1	\$ 3,250.00	\$ 6,500.00
	ODCs Cost			\$ -		\$ 4,295.00		\$ 4,295.00	\$ 8,590.00
Total Cost Estimate (Labor and ODCs)			Task 1. Project Management and Coordination		Task 2. 2026-2027 Flow Monitoring (12 months)		Task 3. 2027-2028 Flow Monitoring (12 months)		Total Project Cost
			\$ 3,810.00		\$ 17,406.90		\$ 18,679.20		\$ 39,896.10

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of September, 2020 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and ALTA ENVIRONMENTAL, L.P. DBA NV5 a limited partnership (hereinafter the "CONSULTANT").

RECITALS:

A. The CITY desires to retain CONSULTANT to conduct Canyon Monitoring for the 2020-2021 monitoring year to identify whether the City's stormwater discharge is in compliance with stormwater water-quality based effluent limitations derived from the Total Maximum Daily Load waste load allocations (the "Project").

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

C. The CONSULTANT is willing to render such professional services.

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

1. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached hereto as Exhibit A and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit A.

2. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B, subject to a do not exceed amount in the amount of \$44,556.40. This fee includes all expenses, consisting of travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

3. METHOD OF PAYMENT

CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling

Hills, CA 90274 before the end of each month on a monthly basis. CITY shall remit payment for all work performed to CITY's reasonable satisfaction within thirty (30) days of receiving this invoice.

4. SUBCONTRACTING

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

5. COMMENCEMENT OF WORK

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

6. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred. Records and documents shall be kept available at the CONSULTANT's California office, located at 3777 Long Beach Boulevard Annex Building Long Beach CA 90807, during the Agreement period and thereafter for five years from the date of final payment.

7. OWNERSHIP OF DATA

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

8. TERM OF CONTRACT

This Agreement shall be valid until October 15, 2021.

9. TERMINATION

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

10. ASSIGNABILITY

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

11. AMENDMENT

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

12. NON-SOLICITATION CLAUSE

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

13. INDEMNITY

Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable 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.

14. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 13 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives, and employees in connection with the performance of work under this Agreement,

and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

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

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

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

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

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed \$25,000 per occurrence.

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

(i) Additional Insured Clause. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or

on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations.”

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

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

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

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

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

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

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

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

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

H. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the 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.

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

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

15. NOTICE All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be

given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.
Attention: City Manager, Elaine Jeng, PE

CONSULTANT:

ALTA ENVIRONMENTAL, L.P. DBA NV5
3777 Long Beach Boulevard, Annex Building
Long Beach, CA 90807
Attention: Garth Engelhorn

16. 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.

17. 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.

18. 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, 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.

19. 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.

20. 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

ALTA ENVIRONMENTAL, LP DBA NV5

CITY MANAGER:

SENIOR PROJECT MANAGER


ELAINE JENG


GARTH ENGELHORN

DATE: 10/12/2020

DATE: 9/22/2020

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
SCOPE OF WORK

1 EXHIBIT A: SCOPE OF WORK

AltaNV5 will conduct the following tasks to implement the Canyon Monitoring during the 2020-2021 monitoring year. The objective of this Canyon Monitoring is to implement a program consistent with the current MS4 outfall monitoring being conducted as part of the Palos Verdes Peninsula CIMP. The objective of the Palos Verdes Peninsula CIMP outfall monitoring program is to determine the quality of a permittee's discharge relative to municipal action levels, to determine whether a permittee's discharge is in compliance with stormwater water-quality-based effluent limitations (WQBELs) derived from the Total Maximum Daily Load (TMDL) waste load allocations and to determine whether a permittee's discharge causes or contributes to an exceedance of receiving water limitations. The 2016 Palos Verdes Peninsula CIMP Outfall Sampling and Analysis Plan (SAP), documents the procedures and methods currently used for outfall monitoring in accordance with the CIMP. All of the field sampling methods, laboratory analytical methods, Quality Assurance and Quality Control (QA/QC), data management, and reporting described below will be conducted according the 2016 Palos Verdes Peninsula CIMP Outfall SAP.

Task 1: Project Management and Coordination

AltaNV5 will routinely coordinate with the City to provide updates and discuss any potential modifications necessary for the water quality monitoring and reporting activities. This task includes planning and implementation of the project, coordination with the subcontracting laboratories, relevant meeting attendance, coordination with the City, budget management, and monthly invoicing/reporting.

Task 2: Dry Weather Monthly TMDL Monitoring

AltaNV5 will conduct monthly dry weather Machado Lake Nutrients TMDL monitoring at the proposed monitoring site located at the crossing of Sepulveda Canyon at the south side (upstream) of Middleridge Road, in coordination with the existing Palos Verdes Peninsula CIMP outfall monitoring program. Based on an initial field reconnaissance conducted during May 2020, the proposed monitoring location was observed to be dry and without dry weather flows. This task includes twelve monthly site visits to confirm presence or absence of flow (July 2020 through June 2021) and document site conditions. If flow is observed during a monthly site visit, samples will be collected. For budgeting purposes, it was assumed that up to four monthly sample events will be conducted between July 2020 and June 2021. The sampling events will likely occur during the winter months when dry weather base flows are elevated. Dry weather sampling may be conducted any time but only after an antecedent dry period of at least three days has passed since the last rainfall event (less than 0.1 inch of rainfall each day).

The dry weather samples will be collected and submitted to an Environmental Laboratory Accreditation Program (ELAP) certified laboratory for the following constituents:

- Total kjeldahl nitrogen by United States Environmental Protection Agency (USEPA) method 351.2
- Total phosphorous by USEPA method 365.1
- Nitrate/nitrite by Standard Method (SM) 4500 NO3 E

Flow rates will be measured or estimated in accordance with the USEPA NPDES Storm Water Sampling Guidance Document (USEPA 833-B-92-001). Field measurements taken with an YSI water quality data sonde or similar device will be calibrated against standards and will follow guidelines from the State of California's Surface Water Ambient Monitoring Program (SWAMP) (MPSL-DFG 2014). The water quality field measurements will be documented on the field observation form and include the following parameters:

- pH
- Temperature
- Specific conductance
- Dissolved Oxygen

Task 3: Wet Weather Monitoring

Alta|NV5 will conduct three wet weather sampling events at the proposed monitoring site located at the crossing of Sepulveda Canyon at the south side (upstream) of Middleridge Road. Wet weather sampling will occur three times a year within the wet season (October 1, 2020 through April 30, 2021). The first significant rain event after October 1, 2020 will be targeted for wet weather sampling, along with two subsequent events, in coordination with the existing Palos Verdes Peninsula CIMP outfall monitoring program. Wet weather events are defined as having a predicted rainfall of at least 0.25 inch with a 70% probability of rainfall at least 24 hours prior to the event start time. Wet weather sampling events will be separated by an antecedent dry period (less than 0.1 inch of rain per day) of at least three days.

For each of the three wet weather monitoring events per monitoring year, Alta|NV5 will deploy one team of two scientists at each of the to ensure the health and safety of field personnel and implementation of clean sampling techniques. Teams will collect manual grab samples with a swing sampler pole once every 20 minutes over a 3-hour period (or at a frequency equivalent to 10 aliquots over the expected duration of stormwater discharge) to create composites sample representative of the hydrograph (e.g., rising, peak, or rise and fall depending on duration of storm). One composite sample comprised of ten individual 1-liter aliquots will be collected for the water matrix constituents (10-liters total) and one composite sample comprised of ten individual 10-liter aliquots will be collected for the sediment matrix constituents (100-liters total). Collection of in situ water quality measurements and fecal indicator bacteria grab samples will be taken near the peak of the hydrograph.

The sediment matrix constituents will be analysed by the laboratory once per monitoring year. It is estimated that approximately 300-liters of stormwater will need to be filtered to obtain a minimum of 80 grams which is required for the sediment analysis. Following each wet weather monitoring event, Alta|NV5 will submit five 20-liter carboys (100-liters per event) to the laboratory, which will be individually filtered, preserved, and composited to create a single sediment sample for analysis after the completion of the third and final monitoring event.

The wet weather samples will be collected and submitted to an ELAP certified laboratory for the following constituents:

Water Matrix (composite samples) will be analyzed each storm

- Total Kjeldahl nitrogen by USEPA method 351.2
- Total phosphorous by USEPA method 365.1
- Total hardness by SM 2340C
- Total suspended solids by SM 2540D
- Nitrate/nitrite by SM 4500 NO₃ E
- Total and dissolved metals by USEPA method 1640 and 7470A (copper, lead, mercury, zinc)
- Organochlorine pesticides by USEPA method 8270C with selective ion monitoring
- Polycyclic aromatic hydrocarbons by USEPA method 625 SIM

Water Matrix (grab samples) will be analysed each storm

- Total coliforms, fecal coliforms, Enterococci, and E. Coli by SM 9221B

Sediment Matrix (filtered from water composite samples) will be analysed once per year as a composite of three wet weather samples.

- Total solids by SM 2540B
- Organochlorine pesticides and polychlorinated biphenyl congeners by USEPA method 8270C selected ion monitoring

Continuous flow measurements will be collected with portable flow meters and flow rates will be measured or estimated in accordance with the USEPA NPDES Storm Water Sampling Guidance Document (USEPA 833-B-92-001). Field measurements taken with an YSI water quality data sonde or similar device will be calibrated against standards and will follow guidelines from the State of California's SWAMP (MPSL-DFG 2014). The water quality field measurements will be documented on the field observation form and include the following parameters:

- pH
- Temperature
- Specific conductance
- Dissolved Oxygen

Task 4. Data QA/QC, Formatting, and Technical Memorandum

Within 15 days of each dry or wet weather sampling event, Alta|NV5 will create an event summary report including the following information:

- Completed field data sheet
- Copy of the chain of custody;
- Photos of site and conditions;
- A short summary description of field activities.

Following completion of the sampling activities for the 2020-2021 monitoring year, Alta|NV5 will compile all field observations and analytical chemistry into a format consistent with the California Environmental Data Exchange Network (CEDEN) management system. Alta|NV5 will use the CEDEN templates provided in Microsoft Excel (versions 97-2003) format, each template contains multiple worksheets, sample data submissions, and an associated guidance document. The formatting process includes applying CEDEN valid values and qualifiers; working with the State Board to make CEDEN updates to valid values; and, resolving errors identified by data checkers. After the CEDEN compatible data files have successfully passed the data checkers, Alta|NV5 will provide the City with a summary of exceedance of applicable water quality-based effluent limits, RWLs, and/or action levels will be identified per sampling date.

Alta|NV5 will prepare a technical memorandum identifying recommendations (e.g., sampling location or method revisions, analytical method revisions, and additional constituents for analysis based on water quality priorities) for adaptive management. The technical memorandum will be submitted by September 1, 2021

Quality Assurance and Quality Control– QA/QC for sampling processes will include proper collection of the samples to minimize the possibility of contamination. Samples will be collected in laboratory-supplied, laboratory-certified, contaminant-free sample bottles. Sample processing and handling for water chemistry will be conducted in accordance with guidance developed in the Quality Assurance Program Plan for the State of California's Surface Water Ambient Monitoring Program (SWAMP) (State Water Resources Control Board (SWRCB) 2008). Field staff will ensure sample holding temperatures are maintained from sample collection through delivery to the laboratory.

All instruments will be calibrated in accordance with manufacturer's specifications. Calibration of the flow monitoring and sampling equipment will be conducted immediately prior to deployment or use and will be field verified during each sample event.

Field QA/QC samples include field duplicates and field blanks following SWAMP guidance. Field QA/QC are useful in identifying possible problems resulting from sample collection or sample processing in the field. A field blank will be collected during sample collection and a field duplicate will be collected immediately following the collection of the original sample and analyzed in the same manner as the original sample.

Assumptions

- Alta|NV5 assumed that monthly sampling for Task 2 will only be conducted concurrently with the existing Palos Verdes Peninsula CIMP outfall monitoring program. If for any reason NV5 is no longer conducting existing Palos Verdes Peninsula CIMP outfall monitoring program, the costs for NV5 to conduct the monthly monitoring would need to be revised.
- One field duplicate and one field blank will be analysed for dry weather and wet weather sampling tasks, for a total of four (4) QA/QC samples during the 2020-2021 monitoring year. A field duplicate and field blank will not be collected and analyzed for the sediment matrix constituents. QA/QC results from the existing Palos Verdes Peninsula CIMP outfall monitoring program will be utilized to the extent possible.
- Access agreements may be necessary, but no encroachment permits will be required.
- Traffic control plans will not be necessary. Standard traffic caution procedures will be used as-needed.
- Alta|NV5 assumed the Canyon site may require confined space entry for installation and removal. When confined space entry is required, field teams properly trained and certified in confined space entry will use confined space equipment including use of a tripod, winch, and harness system for fall protection and emergency egress, four gas monitoring, two-way communication, and air ventilation as-needed.
- Alta|NV5 will rely on the best available weather forecasts and coordinate with the City to target storm events meeting the mobilization criteria. Should forecasts change as a storm event is in progress or if a qualifying storm event does not produce sufficient runoff to conduct sampling, Alta|NV5 will cease sampling and try to mitigate any unnecessary efforts. The budget for Task 3 includes two false starts and will be billed on a time and materials basis not to exceed \$1,250 per false start and not to exceed a total of \$2,500.

References

- MPSL-DFW, 2014. SOP for Conducting Field Measurements and Field Collections of Water and Bed Sediment Samples with Associated Field Measurements and Physical Habitat in California. Version 1.1. March 2014.
- SWRCB (State Water Resources Control Board), 2008. SWRCB, Surface Water Ambient Monitoring Program Quality Assurance Program Plan (SWAMP). Final Technical Report Version 1. September 2008.
- USEPA (U.S Environmental Protection Agency), 1992. NPDES Storm Water Sampling Guidance Document. EPA 833-B-92-001. Office of Water, USEPA, Washington, DC. July 1992.

Task 1 shall be completed by: August 30, 2021
Task 2 shall be completed by: June 30, 2021
Task 3 shall be completed by: April 30, 2021
Task 4 shall be completed by: July 30, 2021

**EXHIBIT B
FEE SCHEDULE**

2 EXHIBIT B - COST ESTIMATE

Alta|NV5 has estimated the total cost to complete all tasks described in the scope of work below. The cost estimate summary for each task and total project cost is provided in Table 1. The budget for Task 3 includes two false starts and will be billed on a time and materials basis not to exceed \$1,250 per false start and not to exceed a total of \$2,500. The detailed cost estimate worksheets including itemized labor costs and equipment costs for each task are provided in Table 2.

Table 1. Cost Estimate Summary

City of Rolling Hills Canyon Monitoring 2020-2021	Total Staff Hours	Total Labor Costs	Total Reimbursables (Other Direct Costs)	Total Costs
Task 1. Project Management and Coordination	26	\$ 4,160.00	\$ 96.60	\$ 4,256.60
Task 2. Dry Weather Monthly TMDL Monitoring (1 site/12 events per year and 4 sample events)	40	\$ 4,800.00	\$ 1,770.30	\$ 6,570.30
Task 3. Wet Weather Monitoring (1 site/ 3 events per year)	100	\$ 11,960.00	\$ 13,009.50	\$ 24,969.50
Task 3. False Starts				\$ 2,500.00
Task 4. Data QA/QC, Formatting, and Technical Memorandum	42	\$ 6,260.00	\$ -	\$ 6,260.00
Total Project Cost		\$ 27,180.00	\$ 14,876.40	\$ 44,556.40

Table 2. Detailed Cost Estimate

City of Rolling Hills Canyon Monitoring 2020-2021			Task 1. Project Management and Coordination		Task 2. Dry Weather Monthly TMDL Monitoring (1 site/12 visits per year and 4 sample events)		Task 3. Wet Weather Monitoring (1 site/3 events per year)		Task 4. Data QA/QC, Formatting, and Technical Memorandum		Totals
Alta Title	Alta Staff	Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Principal	Dave Rendew	\$ 200.00	4	\$ 800.00		\$ -		\$ -	4	\$ 800.00	\$ 1,600.00
Senior Project Manager II	Garth P. Johnson	\$ 180.00	12	\$ 2,160.00	6	\$ 1,080.00	12	\$ 2,160.00	12	\$ 2,160.00	\$ 7,560.00
Senior Project Manager I	Jacqueline McMillen	\$ 170.00		\$ -		\$ -		\$ -		\$ -	\$ -
Staff I	Matthew Renaud	\$ 160.00		\$ -		\$ -	12	\$ 1,920.00		\$ -	\$ 1,920.00
Staff I	Michelle Lillback	\$ 145.00		\$ -		\$ -		\$ -	12	\$ 1,740.00	\$ 1,740.00
Associate II	Ashun Lopez	\$ 120.00	10	\$ 1,200.00	22	\$ 2,640.00	36	\$ 4,320.00	10	\$ 1,200.00	\$ 9,360.00
Specialist III	Austin Kay	\$ 100.00		\$ -		\$ -		\$ -		\$ -	\$ -
Specialist II	Mehak Gupta	\$ 90.00		\$ -	12	\$ 1,080.00	32	\$ 2,880.00	4	\$ 360.00	\$ 4,320.00
Specialist I	Brittany Reddington	\$ 85.00		\$ -		\$ -	8	\$ 680.00		\$ -	\$ 680.00
Financial Analyst II	Victoria Hall	\$ 65.00		\$ -		\$ -		\$ -		\$ -	\$ -
Labor Fee Costs			26	\$ 4,160.00	40	\$ 4,800.00	100	\$ 11,960.00	42	\$ 6,260.00	\$ 27,180.00
Other Direct Costs											
Mileage	\$0.57/mile	\$ 0.58	160	\$ 91.20	480	\$ 276.00	800	\$ 460.00		\$ -	\$ 828.00
YSI 6600 Multi-parameter Data Sonde	\$175/event	\$ 175.00		\$ -	4	\$ 700.00	3	\$ 525.00		\$ -	\$ 1,225.00
Portable Flowmeter	\$325/event	\$ 325.00		\$ -		\$ -	3	\$ 975.00		\$ -	\$ 975.00
10-L Glass Sample Bottles	\$10/event	\$ 10.00		\$ -		\$ -	9	\$ 90.00		\$ -	\$ 90.00
Swing Sampler Pole/ Depth Integrated	\$35/event	\$ 35.00		\$ -		\$ -	3	\$ 105.00		\$ -	\$ 105.00
Wet Weather Water Chemistry	\$880/sample	\$ 880.00		\$ -		\$ -	5	\$ 4,400.00		\$ -	\$ 4,400.00
Wet Weather Sediment Chemistry	\$465/sample	\$ 465.00		\$ -		\$ -	1	\$ 465.00		\$ -	\$ 465.00
Sediment Filtering	\$155/20 Liters	\$ 155.00		\$ -		\$ -	15	\$ 2,325.00		\$ -	\$ 2,325.00
Wet Weather Microbiology	\$384/sample	\$ 384.00		\$ -		\$ -	5	\$ 1,920.00		\$ -	\$ 1,920.00
After hours Microbiology	\$350/event	\$ 350.00		\$ -		\$ -	3	\$ 1,050.00		\$ -	\$ 1,050.00
Dry Weather Analytical	\$115/sample	\$ 115.00		\$ -	6	\$ 690.00		\$ -		\$ -	\$ 690.00
Jet	\$5/bag	\$ 5.00		\$ -	4	\$ 20.00	15	\$ 75.00		\$ -	\$ 95.00
Fee on Subs/ODCs		5%		\$ 4.60		\$ 84.30		\$ 619.50		\$ -	\$ 708.40
ODCs Cost				\$ 46.60		\$ 1,770.30		\$ 13,609.50		\$ -	\$ 14,876.40
Total Cost Estimate (Labor and ODCs)				\$ 4,256.60		\$ 6,570.30		\$ 24,969.50		\$ 6,260.00	\$ 42,056.40
											Total Project Cost with False Starts
											\$ 44,556.40

EXHIBIT C

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation
with No Employees

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

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

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

CONSULTANT Signature

Printed Name of CONSULTANT

Date

MAY 27 2021

City of Rolling Hills

By _____

**First Amendment to Professional Services Agreement
Planning Services**

This First Amendment, effective ____, 2021, modifies the Professional Services Agreement that was executed by the City of Rolling Hills ("City") and Alta Environmental, L.P. dba NV5 ("Consultant") on September 14, 2020 ("Agreement"). A copy of the Agreement is attached as **Exhibit A**.

BACKGROUND

- A. The scope of Consultant's services under the Agreement was to conduct Canyon Monitoring for the 2020-2021 monitoring year to identify whether the City's stormwater discharge is in compliance with stormwater water-quality-based effluent limitations derived from the Total Maximum Daily Load waste load allocations ("Original Scope of Services").
- B. The term of the Agreement is until October 15, 2021 (the "Term").
- C. The Original Scope of Services included dry weather and wet weather flows monitoring (together, "Wet and Dry Weather Flow Monitoring"); however during the 2020-2021 monitoring year, no such weather flows were observed, so no samples could be taken.
- D. The City desires for the Consultant to perform the Original Scope of Services for the 2021-2022 fiscal year, and to use any unexpended amounts for 2020-2021 Wet and Dry Weather Flow Monitoring (approximately \$29,000) (the "Unexpended Funds") on Wet and Dry Weather Flow Monitoring for the 2021-2022 monitoring year, as more fully described in Consultant's letter dated May 5, 2021, attached hereto as **Exhibit B**.
- E. In the event Wet and Dry Weather Flow Monitoring for the 2021-2022 monitoring year suffers from the same lack of observable flows as this past year, the City desires for Consultant to use the Unexpended Funds to conduct a hydrologic analysis of the retentive capacity of Sepulveda Canyon relative to the 85%, 24-hour runoff event, and extrapolate the analysis to other canyons within the City as-needed and as the remaining budget allows (the "Sepulveda Canyon Hydrologic Analysis and Extrapolation").
- F. Paragraph 11 of the Agreement requires the parties to make any changes to the Agreement in writing and signed by both parties.

TERMS AND CONDITIONS

- 1. **Extended Term.** Paragraph 8 of the Agreement is hereby deleted and replaced by the following: "This Agreement shall be valid until June 30, 2022."
- 2. **Carry-Over of Scope of Services.** The Unexpended Funds for 2020-2021 Wet and Dry Weather Flow Monitoring shall be applied to 2021-2022 Wet and Dry Weather Flow

Monitoring or to the Sepulveda Canyon Hydrologic Analysis and Extrapolation, as described more fully in Exhibit B.

3. **No Other Change.** All other terms of the Agreement remain unchanged by this First Amendment.

(Signatures on following page)

CITY
City of Rolling Hills

By: 
Elaine Jeng, City Manager

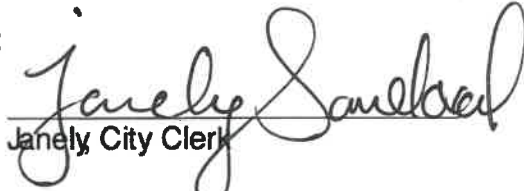
Date 5/27/2021

CONSULTANT
Alta Environmental, L.P. dba NV5

By: 
Garth Engelhorn, Senior Project Manager

Date 5/27/2021

Attest:

By: 
Janely, City Clerk

Approved as to Form:

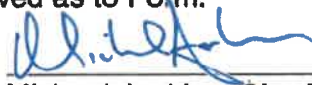
By: 
Michael Jenkins, City Attorney

Exhibit A
Copy of Agreement

(follows this page)

Exhibit B
Scope of Services

(follows this page)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of September, 2020 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and ALTA ENVIRONMENTAL, L.P. DBA NV5 a limited partnership (hereinafter the "CONSULTANT").

RECITALS:

A. The CITY desires to retain CONSULTANT to conduct Canyon Monitoring for the 2020-2021 monitoring year to identify whether the City's stormwater discharge is in compliance with stormwater water-quality based effluent limitations derived from the Total Maximum Daily Load waste load allocations (the "Project").

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

C. The CONSULTANT is willing to render such professional services.

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

1. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached hereto as Exhibit A and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit A.

2. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B, subject to a do not exceed amount in the amount of \$44,556.40. This fee includes all expenses, consisting of travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

3. METHOD OF PAYMENT

CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling

Hills, CA 90274 before the end of each month on a monthly basis. CITY shall remit payment for all work performed to CITY's reasonable satisfaction within thirty (30) days of receiving this invoice.

4. SUBCONTRACTING

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

5. COMMENCEMENT OF WORK

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

6. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred. Records and documents shall be kept available at the CONSULTANT's California office, located at 3777 Long Beach Boulevard Annex Building Long Beach CA 90807, during the Agreement period and thereafter for five years from the date of final payment.

7. OWNERSHIP OF DATA

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

8. TERM OF CONTRACT

This Agreement shall be valid until October 15, 2021.

9. TERMINATION

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

10. ASSIGNABILITY

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

11. AMENDMENT

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

12. NON-SOLICITATION CLAUSE

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

13. INDEMNITY

Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable 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.

14. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 13 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives, and employees in connection with the performance of work under this Agreement,

and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

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

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

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

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

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed \$25,000 per occurrence.

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

(i) Additional Insured Clause. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or

on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

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

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

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

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

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

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

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

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

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

H. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the 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.

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

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

15. NOTICE All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be

given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.
Attention: City Manager, Elaine Jeng, PE

CONSULTANT:

ALTA ENVIRONMENTAL, L.P. DBA NV5
3777 Long Beach Boulevard, Annex Building
Long Beach, CA 90807
Attention: Garth Engelhorn

16. 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.

17. 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.

18. 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, 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.

19. 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.

20. 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

ALTA ENVIRONMENTAL, LP DBA NV5

CITY MANAGER:

SENIOR PROJECT MANAGER



ELAINE JENG

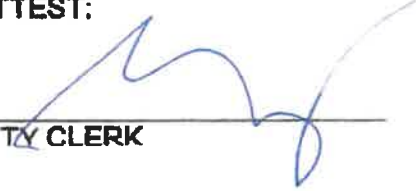


GARTH ENGELHORN

DATE: 10/12/2020

DATE: 9/22/2020

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



MICHAEL JENKINS
CITY ATTORNEY

**EXHIBIT A
SCOPE OF WORK**

1 EXHIBIT A: SCOPE OF WORK

Alta|NV5 will conduct the following tasks to implement the Canyon Monitoring during the 2020-2021 monitoring year. The objective of this Canyon Monitoring is to implement a program consistent with the current MS4 outfall monitoring being conducted as part of the Palos Verdes Peninsula CIMP. The objective of the Palos Verdes Peninsula CIMP outfall monitoring program is to determine the quality of a permittee's discharge relative to municipal action levels, to determine whether a permittee's discharge is in compliance with stormwater water-quality-based effluent limitations (WQBELs) derived from the Total Maximum Daily Load (TMDL) waste load allocations and to determine whether a permittee's discharge causes or contributes to an exceedance of receiving water limitations. The 2016 Palos Verdes Peninsula CIMP Outfall Sampling and Analysis Plan (SAP), documents the procedures and methods currently used for outfall monitoring in accordance with the CIMP. All of the field sampling methods, laboratory analytical methods, Quality Assurance and Quality Control (QA/QC), data management, and reporting described below will be conducted according to the 2016 Palos Verdes Peninsula CIMP Outfall SAP.

Task 1: Project Management and Coordination

Alta|NV5 will routinely coordinate with the City to provide updates and discuss any potential modifications necessary for the water quality monitoring and reporting activities. This task includes planning and implementation of the project, coordination with the subcontracting laboratories, relevant meeting attendance, coordination with the City, budget management, and monthly invoicing/reporting.

Task 2: Dry Weather Monthly TMDL Monitoring

Alta|NV5 will conduct monthly dry weather Machado Lake Nutrients TMDL monitoring at the proposed monitoring site located at the crossing of Sepulveda Canyon at the south side (upstream) of Middleridge Road, in coordination with the existing Palos Verdes Peninsula CIMP outfall monitoring program. Based on an initial field reconnaissance conducted during May 2020, the proposed monitoring location was observed to be dry and without dry weather flows. This task includes twelve monthly site visits to confirm presence or absence of flow (July 2020 through June 2021) and document site conditions. If flow is observed during a monthly site visit, samples will be collected. For budgeting purposes, it was assumed that up to four monthly sample events will be conducted between July 2020 and June 2021. The sampling events will likely occur during the winter months when dry weather base flows are elevated. Dry weather sampling may be conducted any time but only after an antecedent dry period of at least three days has passed since the last rainfall event (less than 0.1 inch of rainfall each day).

The dry weather samples will be collected and submitted to an Environmental Laboratory Accreditation Program (ELAP) certified laboratory for the following constituents:

- Total kjeldahl nitrogen by United States Environmental Protection Agency (USEPA) method 351.2
- Total phosphorous by USEPA method 365.1
- Nitrate/nitrite by Standard Method (SM) 4500 NO₃ E

Flow rates will be measured or estimated in accordance with the USEPA NPDES Storm Water Sampling Guidance Document (USEPA 833-B-92-001). Field measurements taken with an YSI water quality data sonde or similar device will be calibrated against standards and will follow guidelines from the State of California's Surface Water Ambient Monitoring Program (SWAMP) (MPSL-DFG 2014). The water quality field measurements will be documented on the field observation form and include the following parameters:

- pH
- Temperature
- Specific conductance
- Dissolved Oxygen

Task 3: Wet Weather Monitoring

Alta[NV5 will conduct three wet weather sampling events at the proposed monitoring site located at the crossing of Sepulveda Canyon at the south side (upstream) of Middleridge Road. Wet weather sampling will occur three times a year within the wet season (October 1, 2020 through April 30, 2021). The first significant rain event after October 1, 2020 of will be targeted for wet weather sampling, along with two subsequent events, in coordination with the existing Palos Verdes Peninsula CIMP outfall monitoring program. Wet weather events are defined as having a predicted rainfall of at least 0.25 inch with a 70% probability of rainfall at least 24 hours prior to the event start time. Wet weather sampling events will be separated by an antecedent dry period (less than 0.1 inch of rain per day) of at least three days.

For each of the three wet weather monitoring events per monitoring year, Alta[NV5 will deploy one team of two scientists at each of the to ensure the health and safety of field personnel and implementation of clean sampling techniques. Teams will collect manual grab samples with a swing sampler pole once every 20 minutes over a 3-hour period (or at a frequency equivalent to 10 aliquots over the expected duration of stormwater discharge) to create composites sample representative of the hydrograph (e.g., rising, peak, or rise and fall depending on duration of storm). One composite sample comprised of ten individual 1-liter aliquots will be collected for the water matrix constituents (10-liters total) and one composite sample comprised of ten individual 10-liter aliquots will be collected for the sediment matrix constituents (100-liters total). Collection of in situ water quality measurements and fecal indicator bacteria grab samples will be take near the peak of the hydrograph.

The sediment matrix constituents will be analysed by the laboratory once per monitoring year. It is estimated that approximately 300-liters of stormwater will need to be filtered to obtain a minimum of 80 grams which is required for the sediment analysis. Following each wet weather monitoring event, Alta[NV5 will submit five 20-liter carboys (100-liters per event) to the laboratory, which will be individually filtered, preserved, and composited to create a single sediment sample for analysis after the completion of the third and final monitoring event.

The wet weather samples will be collected and submitted to an ELAP certified laboratory for the following constituents:

Water Matrix (composite samples) will be analyzed each storm

- Total Kjeldahl nitrogen by USEPA method 351.2
- Total phosphorous by USEPA method 365.1
- Total hardness by SM 2340C
- Total suspended solids by SM 2540D
- Nitrate/nitrite by SM 4500 NO3 E
- Total and dissolved metals by USEPA method 1640 and 7470A (copper, lead, mercury, zinc)
- Organochlorine pesticides by USEPA method 8270C with selective ion monitoring
- Polycyclic aromatic hydrocarbons by USEPA method 625 SIM

Water Matrix (grab samples) will be analysed each storm

- Total coliforms, fecal coliforms, Enterococci, and E. Coli by SM 9221B

Sediment Matrix (filtered from water composite samples) will be analysed once per year as a composite of three wet weather samples.

- Total solids by SM 2540B
- Organochlorine pesticides and polychlorinated biphenyl congeners by USEPA method 8270C selected ion monitoring

Continuous flow measurements will be collected with portable flow meters and flow rates will be measured or estimated in accordance with the USEPA NPDES Storm Water Sampling Guidance Document (USEPA 833-B-92-001). Field measurements taken with an YSI water quality data sonde or similar device will be calibrated against standards and will follow guidelines from the State of California's SWAMP (MPSL-DFG 2014). The water quality field measurements will be documented on the field observation form and include the following parameters:

- pH
- Temperature
- Specific conductance
- Dissolved Oxygen

Task 4. Data QA/QC, Formatting, and Technical Memorandum

Within 15 days of each dry or wet weather sampling event, Alta|NV5 will create an event summary report including the following information:

- Completed field data sheet
- Copy of the chain of custody;
- Photos of site and conditions;
- A short summary description of field activities.

Following completion of the sampling activities for the 2020-2021 monitoring year, Alta|NV5 will compile all field observations and analytical chemistry into a format consistent with the California Environmental Data Exchange Network (CEDEN) management system. Alta|NV5 will use the CEDEN templates provided in Microsoft Excel (versions 97-2003) format, each template contains multiple worksheets, sample data submissions, and an associated guidance document. The formatting process includes applying CEDEN valid values and qualifiers; working with the State Board to make CEDEN updates to valid values; and, resolving errors identified by data checkers. After the CEDEN compatible data files have successfully passed the data checkers, Alta|NV5 will provide the City with a summary of exceedance of applicable water quality-based effluent limits, RWLs, and/or action levels will be identified per sampling date.

Alta|NV5 will prepare a technical memorandum identifying recommendations (e.g., sampling location or method revisions, analytical method revisions, and additional constituents for analysis based on water quality priorities) for adaptive management. The technical memorandum will be submitted by September 1, 2021

Quality Assurance and Quality Control– QA/QC for sampling processes will include proper collection of the samples to minimize the possibility of contamination. Samples will be collected in laboratory-supplied, laboratory-certified, contaminant-free sample bottles. Sample processing and handling for water chemistry will be conducted in accordance with guidance developed in the Quality Assurance Program Plan for the State of California's Surface Water Ambient Monitoring Program (SWAMP) (State Water Resources Control Board (SWRCB) 2008). Field staff will ensure sample holding temperatures are maintained from sample collection through delivery to the laboratory.

All instruments will be calibrated in accordance with manufacturer's specifications. Calibration of the flow monitoring and sampling equipment will be conducted immediately prior to deployment or use and will be field verified during each sample event.

Field QA/QC samples include field duplicates and field blanks following SWAMP guidance. Field QA/QC are useful in identifying possible problems resulting from sample collection or sample processing in the field. A field blank will be collected during sample collection and a field duplicate will be collected immediately following the collection of the original sample and analyzed in the same manner as the original sample.

Assumptions

- Alta|NV5 assumed that monthly sampling for Task 2 will only be conducted concurrently with the existing Palos Verdes Peninsula CIMP outfall monitoring program. If for any reason NV5 is no longer conducting existing Palos Verdes Peninsula CIMP outfall monitoring program, the costs for NV5 to conduct the monthly monitoring would need to be revised.
- One field duplicate and one field blank will be analysed for dry weather and wet weather sampling tasks, for a total of four (4) QA/QC samples during the 2020-2021 monitoring year. A field duplicate and field blank will not be collected and analyzed for the sediment matrix constituents. QA/QC results from the existing Palos Verdes Peninsula CIMP outfall monitoring program will be utilized to the extent possible.
- Access agreements may be necessary, but no encroachment permits will be required.
- Traffic control plans will not be necessary. Standard traffic caution procedures will be used as-needed.
- Alta|NV5 assumed the Canyon site may require confined space entry for installation and removal. When confined space entry is required, field teams properly trained and certified in confined space entry will use confined space equipment including use of a tripod, winch, and harness system for fall protection and emergency egress, four gas monitoring, two-way communication, and air ventilation as-needed.
- Alta|NV5 will rely on the best available weather forecasts and coordinate with the City to target storm events meeting the mobilization criteria. Should forecasts change as a storm event is in progress or if a qualifying storm event does not produce sufficient runoff to conduct sampling, Alta|NV5 will cease sampling and try to mitigate any unnecessary efforts. The budget for Task 3 includes two false starts and will be billed on a time and materials basis not to exceed \$1,250 per false start and not to exceed a total of \$2,500.

References

- MPSL-DFW, 2014. SOP for Conducting Field Measurements and Field Collections of Water and Bed Sediment Samples with Associated Field Measurements and Physical Habitat in California. Version 1.1. March 2014.
- SWRCB (State Water Resources Control Board), 2008. SWRCB, Surface Water Ambient Monitoring Program Quality Assurance Program Plan (SWAMP). Final Technical Report Version 1. September 2008.
- USEPA (U.S Environmental Protection Agency), 1992. NPDES Storm Water Sampling Guidance Document. EPA 833-B-92-001. Office of Water, USEPA, Washington, DC. July 1992.

Task 1 shall be completed by: August 30, 2021
Task 2 shall be completed by: June 30, 2021
Task 3 shall be completed by: April 30, 2021
Task 4 shall be completed by: July 30, 2021

**EXHIBIT B
FEE SCHEDULE**

2 EXHIBIT B - COST ESTIMATE

Alta|NV5 has estimated the total cost to complete all tasks described in the scope of work below. The cost estimate summary for each task and total project cost is provided in Table 1. The budget for Task 3 includes two false starts and will be billed on a time and materials basis not to exceed \$1,250 per false start and not to exceed a total of \$2,500. The detailed cost estimate worksheets including itemized labor costs and equipment costs for each task are provided in Table 2.

Table 1. Cost Estimate Summary

City of Rolling Hills Canyon Monitoring 2020-2021	Total Staff Hours	Total Labor Costs	Total Reimbursables (Other Direct Costs)	Total Costs
Task 1. Project Management and Coordination	26	\$ 4,160.00	\$ 96.60	\$ 4,256.60
Task 2. Dry Weather Monthly TMDL Monitoring (1 site/12 events per year and 4 sample events)	40	\$ 4,800.00	\$ 1,770.30	\$ 6,570.30
Task 3. Wet Weather Monitoring (1 site/ 3 events per year)	100	\$ 11,960.00	\$ 13,009.50	\$ 24,969.50
Task 3. False Starts				\$ 2,500.00
Task 4. Data QA/QC, Formatting, and Technical Memorandum	42	\$ 6,260.00	\$ -	\$ 6,260.00
Total Project Cost		\$ 27,180.00	\$ 14,876.40	\$ 44,556.40

Table 2. Detailed Cost Estimate

City of Rolling Hills Canyon Monitoring 2020-2021				Task 1: Project Management and Coordination		Task 2: Dry Weather Monthly TMDL Monitoring (1 site/12 visits per year and 4 sample events)		Task 3: Wet Weather Monitoring (1 site/3 events per year)		Task 4: Data QA/QC, Formatting, and Technical Memorandum		Totals	
Job Title	Staff	Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Principal	Dave Raudew	\$ 200.00	4	\$ 800.00	1	\$ 200.00	4	\$ 800.00	4	\$ 800.00	4	\$ 800.00	\$ 1,600.00
Senior Project Manager II	Garth P. Horn	\$ 180.00	12	\$ 2,160.00	6	\$ 1,080.00	12	\$ 2,160.00	12	\$ 2,160.00	12	\$ 2,160.00	\$ 7,560.00
Senior Project Manager I	Matquaine V. Miller	\$ 170.00		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Staff I	Matthew Ramand	\$ 160.00		\$ -		\$ -	12	\$ 1,920.00		\$ -		\$ -	\$ 1,920.00
Staff I	Michelle H. Bask	\$ 145.00		\$ -		\$ -		\$ -	12	\$ 1,740.00		\$ -	\$ 1,740.00
Associate II	Adnan Lopez	\$ 120.00	10	\$ 1,200.00	23	\$ 2,760.00	26	\$ 3,120.00	10	\$ 1,200.00		\$ -	\$ 9,360.00
Specialist III	Austin Key	\$ 100.00		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Specialist II	Melak Gupta	\$ 90.00		\$ -	12	\$ 1,080.00	32	\$ 2,880.00	4	\$ 360.00		\$ -	\$ 4,320.00
Specialist I	Rodriguez Rodden	\$ 85.00		\$ -		\$ -	8	\$ 680.00		\$ -		\$ -	\$ 680.00
Plumbers Analyst II	Victoria Hall	\$ 65.00		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Labor Fee Costs				26	\$ 4,160.00	40	\$ 4,800.00	38	\$ 4,560.00	42	\$ 5,352.00		\$ 21,360.00
Other Direct Costs													
Mileage	\$0.375/mile	\$ 0.38	160	\$ 64.00	42	\$ 15.75	800	\$ 300.00		\$ -		\$ -	\$ 428.75
YSI 6500 Multi-parameter Data Recorder	\$175/event	\$ 175.00		\$ -	4	\$ 700.00	3	\$ 525.00		\$ -		\$ -	\$ 1,225.00
Portable Flowmeter	\$325/event	\$ 325.00		\$ -		\$ -	3	\$ 975.00		\$ -		\$ -	\$ 975.00
10-L Glass Sample Bottles	\$10/event	\$ 10.00		\$ -		\$ -	9	\$ 90.00		\$ -		\$ -	\$ 90.00
Spring Sampler Pole/Depth Integrated	\$35/event	\$ 35.00		\$ -		\$ -	3	\$ 105.00		\$ -		\$ -	\$ 105.00
Wet Weather Water Chemistry	\$80/sample	\$ 80.00		\$ -		\$ -	5	\$ 400.00		\$ -		\$ -	\$ 400.00
Wet Weather Sediment Chemistry	\$465/sample	\$ 465.00		\$ -		\$ -	1	\$ 465.00		\$ -		\$ -	\$ 465.00
Sediment Filtering	\$155/20 Lb bag	\$ 155.00		\$ -		\$ -	15	\$ 2,325.00		\$ -		\$ -	\$ 2,325.00
Wet Weather Microbiology	\$384/sample	\$ 384.00		\$ -		\$ -	3	\$ 1,152.00		\$ -		\$ -	\$ 1,152.00
After hours Microbiology	\$350/event	\$ 350.00		\$ -		\$ -	3	\$ 1,050.00		\$ -		\$ -	\$ 1,050.00
Dry Weather Amalgam	\$115/sample	\$ 115.00		\$ -	6	\$ 690.00		\$ -		\$ -		\$ -	\$ 690.00
Ice	\$5/bag	\$ 5.00		\$ -	4	\$ 20.00	15	\$ 75.00		\$ -		\$ -	\$ 95.00
Fee on Submittals			3%	\$ 4.60		\$ 4.60		\$ 4.60		\$ -		\$ -	\$ 13.80
ODCs Cost					\$ 96.40	\$ 1,778.28		\$ 13,864.50		\$ -		\$ -	\$ 14,874.40
Total Cost Estimate (Labor and ODCs)					\$ 4,256.40	\$ 6,570.10	\$ 24,969.50	\$ 4,260.00		\$ 42,854.40		\$ 44,556.40	
				Task 1: Project Management and Coordination		Task 2: Dry Weather Monthly TMDL Monitoring (1 site/12 visits per year and 4 sample events)		Task 3: Wet Weather Monitoring (1 site/3 events per year)		Task 4: Data QA/QC, Formatting, and Technical Memorandum		Total Project Cost	Total Project Cost with Phase Starts

EXHIBIT C

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation
with No Employees

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

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

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

CONSULTANT Signature

Printed Name of CONSULTANT

Date

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 23rd day of August 2021 by and between the City of Rolling Hills (hereinafter the "City") and Alta Environmental, L.P. dba NV5 (hereinafter the "Consultant").

1. RECITALS:

A. On October 12, 2020, the City entered into a Professional Services Agreement with Consultant to conduct Canyon Monitoring for the 2020-2021 monitoring year to identify whether the City's stormwater discharge is in compliance with stormwater water quality based effluent limitations derived from the Total Maximum Daily Load waste load allocations ("Agreement"); and

B. On May 27, 2021, the City and Consultant entered into a First Amendment to the Agreement to extend the term of the Agreement until June 30, 2022 and to use unexpended amounts from the 2020-2021 Wet and Dry Weather Flow Monitoring (approximately \$29,000) (the "Unexpended Funds") on Wet and Dry Weather Flow Monitoring for the 2021-2022 monitoring year ("First Amendment"); and

C. City and Consultant now desire to amend the Agreement for a second time to expand the scope of work, and increase the cost by \$27,603.05 so that Consultant may provide (1) Sepulveda Canyon Hydrologic Modeling and Analysis; and (2) a Hydrologic Modeling Technical Memorandum; and

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

E. Consultant is willing to render such professional services as hereinafter defined.

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

1. CITY and CONSULTANT agree to replace Exhibit A (Scope of Work) that was attached to the First Amendment with Exhibit A (Scope of Work) that is attached to this Second Amendment and incorporated herein by reference.

2. Paragraph 2 (COST) of the Agreement is amended to read as follows:

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B, subject to a do not exceed amount in the amount of \$72,159.45. This fee includes all expenses,

consisting of travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment approved by the City and Consultant.

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

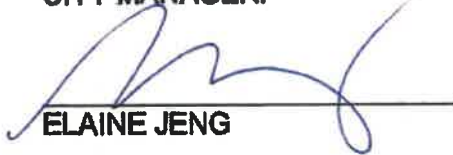
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date and year first above written.

CITY OF ROLLING HILLS

ALTA ENVIRONMENTAL, LP DBA NV5

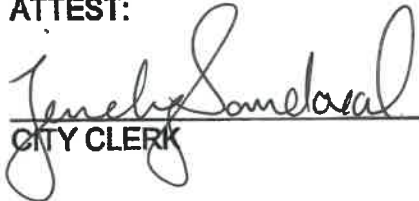
CITY MANAGER:

PRINCIPAL PROJECT MANAGER


ELAINE JENG


GARTH ENGELHORN
9/2/2021

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

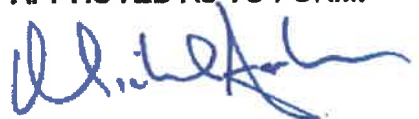

MICHAEL JENKINS
CITY ATTORNEY

Exhibit A Scope of Work

1

2

3



June 23, 2020, Revised May 5, 2021, Revised August 18, 2021

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

Attn: Elaine Jeng, City Manager
Meredith Elguira, Director, Planning and Community Services

RE: Scope of Work and Budget for Canyon Monitoring 2020-2021 and 2021-2022

Dear Ms. Jeng and Ms. Elguira,

Alta Environmental, an NV5 Company (Alta|NV5) is pleased to present the City of Rolling Hills (City) with this scope of work and cost estimate to conduct Canyon Monitoring for the 2020-2021 and 2021-2022 monitoring year. Alta|NV5, as a key subcontractor to Anchor QEA, has been implementing Municipal Separate Storm Sewer System (MS4) Outfall Monitoring the Palos Verdes Peninsula Coordinated Integrated Monitoring Program (CIMP) since 2016.

Alta|NV5 is 100% committed to providing the City with exceptional, high quality monitoring and data processing support. We are eager to support the City with sound technical experience, dedicated customer service, and strategic recommendations that protect your operational interests, your stakeholder's concerns, and the environment. Please do not hesitate to call me with any questions.

For and on behalf of Alta|NV5,

Garth Engelhorn, CPSWQ, QISP/ToR
Water Resources Senior Project Manager
1155 Sportfisher Dr., Suite 202
Oceanside, CA 92054
Phone Number: 760-237-2703
Email: Garth.Engelhorn@nv5.com

Alta Environmental, an NV5 Company
3777 Long Beach Boulevard Annex Building Long Beach CA 90807 United States of America
T (562) 495 5777 F (562) 495 5877 Toll-free (800) 777-0605 | NV5.com

1 EXHIBIT A: SCOPE OF WORK

Alta|NV5 will conduct the following tasks to implement the Canyon Monitoring during the 2020-2021 and 2021-2022 monitoring year. The objective of this Canyon Monitoring is to implement a program consistent with the current MS4 outfall monitoring being conducted as part of the Palos Verdes Peninsula CIMP. The objective of the Palos Verdes Peninsula CIMP outfall monitoring program is to determine the quality of a permittee's discharge relative to municipal action levels, to determine whether a permittee's discharge is in compliance with stormwater water-quality-based effluent limitations (WQBELs) derived from the Total Maximum Daily Load (TMDL) waste load allocations and to determine whether a permittee's discharge causes or contributes to an exceedance of receiving water limitations. The 2016 Palos Verdes Peninsula CIMP Outfall Sampling and Analysis Plan (SAP), documents the procedures and methods currently used for outfall monitoring in accordance with the CIMP. All of the field sampling methods, laboratory analytical methods, Quality Assurance and Quality Control (QA/QC), data management, and reporting described below will be conducted according the 2016 Palos Verdes Peninsula CIMP Outfall SAP.

Task 1: Project Management and Coordination

Alta|NV5 will routinely coordinate with the City to provide updates and discuss any potential modifications necessary for the water quality monitoring and reporting activities. This task includes planning and implementation of the project, coordination with the subcontracting laboratories, relevant meeting attendance, coordination with the City, budget management, and monthly invoicing/reporting.

Task 2: Dry Weather Monthly TMDL Monitoring

(Task 2 will not be conducted during the 2021-2022 monitoring year.)

Alta|NV5 will conduct monthly dry weather Machado Lake Nutrients TMDL monitoring at the proposed monitoring site located at the crossing of Sepulveda Canyon at the south side (upstream) of Middleridge Road, in coordination with the existing Palos Verdes Peninsula CIMP outfall monitoring program. Based on an initial field reconnaissance conducted during May 2020, the proposed monitoring location was observed to be dry and without dry weather flows. This task includes twelve monthly site visits to confirm presence or absence of flow (July 2020 through June 2021) and document site conditions. If flow is observed during a monthly site visit, samples will be collected. For budgeting purposes, it was assumed that up to four monthly sample events will be conducted between July 2020 and June 2021. The sampling events will likely occur during the winter months when dry weather base flows are elevated. Dry weather sampling may be conducted any time but only after an antecedent dry period of at least three days has passed since the last rainfall event (less than 0.1 inch of rainfall each day). Throughout the 2020-2021 monitoring year, no dry weather flows were observed during monthly site visits to confirm presence or absence of flow, and now dry weather sampling events were conducted.

The dry weather samples will be collected and submitted to an Environmental Laboratory Accreditation Program (ELAP) certified laboratory for the following constituents:

- Total kjeldahl nitrogen by United States Environmental Protection Agency (USEPA) method 351.2
- Total phosphorous by USEPA method 365.1
- Nitrate/nitrite by Standard Method (SM) 4500 NO3 E

Flow rates will be measured or estimated in accordance with the USEPA NPDES Storm Water Sampling Guidance Document (USEPA 833-B-92-001). Field measurements taken with an YSI water quality data sonde or similar device will be calibrated against standards and will follow guidelines from the State of California's Surface Water Ambient Monitoring Program (SWAMP) (MPSL-DFG 2014). The water quality field measurements will be documented on the field observation form and include the following parameters:

- pH
- Temperature
- Specific conductance

- Dissolved Oxygen

Task 3: Wet Weather Monitoring

(Alta|NV5 will conduct up to two wet weather sampling events and conduct continuous flow monitoring during the 2021-2022 monitoring year.)

Alta|NV5 will conduct two wet weather sampling events at the proposed monitoring site located at the crossing of Sepulveda Canyon at the south side (upstream) of Middleridge Road. Wet weather sampling will occur two times a year within the wet season (October 1, 2021 through April 30, 2022). The first significant rain event after October 1, 2021 of will be targeted for wet weather sampling, along with two subsequent events, in coordination with the existing Palos Verdes Peninsula CIMP outfall monitoring program. Wet weather events are defined as having a predicted rainfall of at least 0.25 inch with a 70% probability of rainfall at least 24 hours prior to the event start time. Wet weather sampling events will be separated by an antecedent dry period (less than 0.1 inch of rain per day) of at least three days. Throughout the 2020-2021 monitoring year, no wet weather flows were observed by field staff during wet weather events. The continuous flow data recorded by the on-site flowmeter also confirmed the absence of flow throughout the 2020-2021 monitoring year.

For each of the two wet weather monitoring events per monitoring year, Alta|NV5 will deploy one team of two scientists at each of the to ensure the health and safety of field personnel and implementation of clean sampling techniques. Teams will collect manual grab samples with a swing sampler pole once every 20 minutes over a 3-hour period (or at a frequency equivalent to 10 aliquots over the expected duration of stormwater discharge) to create composites sample representative of the hydrograph (e.g., rising, peak, or rise and fall depending on duration of storm). One composite sample comprised of ten individual 1-liter aliquots will be collected for the water matrix constituents (10-liters total) and one composite sample comprised of ten individual 10-liter aliquots will be collected for the sediment matrix constituents (100-liters total). Collection of in situ water quality measurements and fecal indicator bacteria grab samples will be take near the peak of the hydrograph.

The sediment matrix constituents will be analysed by the laboratory once per monitoring year. It is estimated that approximately 300-liters of stormwater will need to be filtered to obtain a minimum of 80 grams which is required for the sediment analysis. Following each wet weather monitoring event, Alta|NV5 will submit eight 20-liter carboys (160-liters per event) to the laboratory, which will be individually filtered, preserved, and composited to create a single sediment sample for analysis after the completion of the second and final monitoring event.

The wet weather samples will be collected and submitted to an ELAP certified laboratory for the following constituents:

Water Matrix (composite samples) will be analyzed each storm

- Total Kjeldahl nitrogen by USEPA method 351.2
- Total phosphorous by USEPA method 365.1
- Total hardness by SM 2340C
- Total suspended solids by SM 2540D
- Nitrate/nitrite by SM 4500 NO3 E
- Total and dissolved metals by USEPA method 1640 and 7470A (copper, lead, mercury, zinc)
- Organochlorine pesticides by USEPA method 8270C with selective ion monitoring
- Polycyclic aromatic hydrocarbons by USEPA method 625 SIM

Water Matrix (grab samples) will be analysed each storm

- Total coliforms, fecal coliforms, Enterococci, and E. Coli by SM 9221B

Sediment Matrix (filtered from water composite samples) will be analysed once per year as a composite of two wet weather samples.

- Total solids by SM 2540B
- Organochlorine pesticides and polychlorinated biphenyl congeners by USEPA method 8270C selected ion monitoring

During the 2021-2022 monitoring year from October 1, 2021 through April 30, 2022, Alta|NV5 will collect continuous flow measurements with using a remote telemetry enabled flow meter and flow rates will be measured or estimated in accordance with the USEPA NPDES Storm Water Sampling Guidance Document (USEPA 833-B-92-001) at one location in Sepulveda Canyon.

Field measurements taken with an YSI water quality data sonde or similar device will be calibrated against standards and will follow guidelines from the State of California's SWAMP (MPSL-DFG 2014). The water quality field measurements will be documented on the field observation form and include the following parameters:

- pH
- Temperature
- Specific conductance
- Dissolved Oxygen

Task 4. Data QA/QC and Event Summary Reports

(Alta|NV5 will conduct data QA/QC of the two wet weather sampling events targeted during the 2021-2022 monitoring year and provide up to two event summary reports. CEDEN formatting and a Technical Memorandum is not included in the 2021-2022 budget.)

Within 15 days of each wet weather sampling event, Alta|NV5 will create an event summary report including the following information:

- Completed field data sheet
- Copy of the chain of custody;
- Photos of site and conditions;
- A short summary description of field activities.

Following completion of the sampling activities for the 2021-2022 monitoring year, Alta|NV5 will compile all field observations and analytical chemistry into a format consistent with the California Environmental Data Exchange Network (CEDEN) management system. Alta|NV5 will use the CEDEN templates provided in Microsoft Excel (versions 97-2003) format, each template contains multiple worksheets, sample data submissions, and an associated guidance document. The formatting process includes applying CEDEN valid values and qualifiers; working with the State Board to make CEDEN updates to valid values; and, resolving errors identified by data checkers. After the CEDEN compatible data files have successfully passed the data checkers, Alta|NV5 will provide the City with a summary of exceedance of applicable water quality-based effluent limits, RWLs, and/or action levels will be identified per sampling date.

Alta|NV5 will prepare a technical memorandum identifying recommendations (e.g., sampling location or method revisions, analytical method revisions, and additional constituents for analysis based on water quality priorities) for adaptive management. The technical memorandum will be submitted by September 1, 2022. Due to the absence of both dry weather and wet weather flows during the 2020-2021 monitoring year, no water quality events were completed.

Quality Assurance and Quality Control– QA/QC for sampling processes will include proper collection of the samples to minimize the possibility of contamination. Samples will be collected in laboratory-supplied, laboratory-certified, contaminant-free sample bottles. Sample processing and handling for water chemistry will be conducted in accordance with guidance developed in the Quality Assurance Program Plan for the State of California's Surface Water Ambient Monitoring Program (SWAMP) (State Water

Resources Control Board (SWRCB) 2008). Field staff will ensure sample holding temperatures are maintained from sample collection through delivery to the laboratory.

All instruments will be calibrated in accordance with manufacturer's specifications. Calibration of the flow monitoring and sampling equipment will be conducted immediately prior to deployment or use and will be field verified during each sample event.

Field QA/QC samples include field duplicates and field blanks following SWAMP guidance. Field QA/QC are useful in identifying possible problems resulting from sample collection or sample processing in the field. A field blank will be collected during sample collection and a field duplicate will be collected immediately following the collection of the original sample and analyzed in the same manner as the original sample.

Task 5. Sepulveda Canyon Hydrologic Modelling and Analysis

Alta[NV5 will set up a hydrologic model (e.g. HEC-HMS or similar) for the Sepulveda Canyon drainage area. Alta[NV5 will use available data provided by the City and United States Geological Survey (USGS) topography, supplemented with data gathered from the site investigation, aerial photography, and overall delineated drainage areas to delineate smaller sub-drainage areas within the Sepulveda Canyon. Other information to be obtained includes rainfall isohyetal lines, hydrologic soil types, curve numbers, and lengths of flow paths through the sub-drainage areas. Geographic Information System (GIS) tools will be used to process the various data sets and develop input parameters for the hydrologic model. Per Section IX.A.4.k of the recently adopted Regional Phase I MS4 NPDES Permit, hydrologic simulations will be conducted for the Sepulveda Canyon to determine the runoff volume of the 85th percentile, 24-hour storm event. Hydrologic analyses will be completed to determine the discharge values at various points of interest, such as outfall location and drainage area outlet. The model assumptions from Sepulveda Canyon will be used to extrapolate hydrologic simulations for other canyon subwatersheds including:

- Aqua Magnon Canyon
- Blackwater Canyon
- Upper Bent Spring Canyon
- George F Canyon
- Unnamed Canyons (1, 2, & 3)

Task 6. Hydrologic Modelling Technical Memorandum

Alta[NV5 will prepare a brief technical memorandum summarizing the results of the overall hydrologic assessment for the Sepulveda Canyon, and other canyons as applicable, performed as described in Task 5. The memorandum will identify the purpose of the analysis, input data used, assumptions, methodology, results, conclusions, and any limitations, and be accompanied with applicable maps and figures. A draft memorandum will be provided to the City for review and comment. Following one round of comments, Alta[NV5 will prepare and submit a final technical memorandum.

Assumptions

- (Task 2, Task 3 (except the continuous monitoring portion), and Task 4 will not be conducted during the 2020-2021 monitoring year. Alta|NV5 will use the remaining available funds to conduct Task 1, the continuous flow monitoring portion of Task 3, Task 5, and Task 6 of this scope of work as the remaining budget allows.)
- Due to the limited availability of discharge data in the drainage catchments, calibrated simulations will not be considered in Task 5.
- Task 5 does not include hydrologic simulations of Portuguese Bend Canyons #1, #2, #3, and Trump Golf Course Canyon.
- Task 6 assumes preparation of one draft memorandum and one final memorandum to address comments from the City and LARWQCB.
- Proposed costs for Task 6 do not include rebuilding/rerunning the model. Should significant revisions to the model be requested, this can be performed by Alta|NV5 for an additional cost.
- Alta|NV5 assumed that monthly sampling for Task 2 will only be conducted concurrently with the existing Palos Verdes Peninsula CIMP outfall monitoring program. If for any reason NV5 is no longer conducting existing Palos Verdes Peninsula CIMP outfall monitoring program, the costs for NV5 to conduct the monthly monitoring would need to be revised.
- One field duplicate and one field blank will be analysed for dry weather and wet weather sampling tasks, for a total of four (4) QA/QC samples during the 2020-2021 monitoring year. A field duplicate and field blank will not be collected and analyzed for the sediment matrix constituents. QA/QC results from the existing Palos Verdes Peninsula CIMP outfall monitoring program will be utilized to the extent possible.
- Access agreements may be necessary, but no encroachment permits will be required.
- Traffic control plans will not be necessary. Standard traffic caution procedures will be used as-needed.
- Alta|NV5 assumed the Canyon site may require confined space entry for installation and removal. When confined space entry is required, field teams properly trained and certified in confined space entry will use confined space equipment including use of a tripod, winch, and harness system for fall protection and emergency egress, four gas monitoring, two-way communication, and air ventilation as-needed.
- Alta|NV5 will rely on the best available weather forecasts and coordinate with the City to target storm events meeting the mobilization criteria. Should forecasts change as a storm event is in progress or if a qualifying storm event does not produce sufficient runoff to conduct sampling, Alta|NV5 will cease sampling and try to mitigate any unnecessary efforts. The budget for Task 3 includes two false starts and will be billed on a time and materials basis not to exceed \$1,250 per false start and not to exceed a total of \$2,500.

References

- MPSL-DFW, 2014. SOP for Conducting Field Measurements and Field Collections of Water and Bed Sediment Samples with Associated Field Measurements and Physical Habitat in California. Version 1.1. March 2014.
- SWRCB (State Water Resources Control Board), 2008. SWRCB, Surface Water Ambient Monitoring Program Quality Assurance Program Plan (SWAMP). Final Technical Report Version 1. September 2008.
- USEPA (U.S. Environmental Protection Agency), 1992. NPDES Storm Water Sampling Guidance Document. EPA 833-B-92-001. Office of Water, USEPA, Washington, DC. July 1992.

2 EXHIBIT B - COST ESTIMATE

Alta|NV5 has estimated the total cost to complete all tasks described in the scope of work below. Due to the absence of both dry weather and wet weather flows during the 2020-2021 monitoring year, no water quality events were completed and approximately 37 percent of the 2020-2021 budget was expended. During the 2021-2022 monitoring year, Alta|NV5 will use the remaining unused funds from the 2020-2021 monitoring year (approximately \$28,000) and additional funds to conduct scope of work proposed for the 2021-2022 monitoring year. The cost estimate summary for each task proposed for the 2021-2022 monitoring year and total project cost is provided in the updated

Exhibit B
Fee Schedule

Table 1 (2021-2022). The budget for Task 3 includes two false starts and will be billed on a time and materials basis not to exceed \$1,250 per false start and not to exceed a total of \$2,500. The detailed cost estimate worksheets including itemized labor costs and equipment costs for each task are provided in Table 4. Detailed Cost Estimate (2021-2022)

City of Rolling Hills Canyon Monitoring 2021-2022			Task 1: Project Management and Coordination		Task 3: Wet Weather Monitoring (1 site/2 events per year)		Task 4: Data QA/QC and Event Summary Reports		Task 5: Hydrologic Modeling and Analysis		Task 6: Technical Memorandum		Totals
Alta Title	Alta Staff	Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Principal	Dave Rendrew	\$ 200.00	2	\$ 400.00		\$ -		\$ -	4	\$ 800.00	4	\$ 800.00	\$ 2,000.00
Senior Project Manager II	Garth Enslin	\$ 180.00	16	\$ 2,880.00	8	\$ 1,440.00	4	\$ 720.00	8	\$ 1,440.00	10	\$ 1,800.00	\$ 8,280.00
Senior Project Manager I	Jacqueline McMillen	\$ 170.00	2	\$ 340.00		\$ -		\$ -	24	\$ 4,080.00	10	\$ 1,700.00	\$ 6,120.00
Staff I	Matthew Renaud	\$ 160.00		\$ -	8	\$ 1,280.00		\$ -		\$ -		\$ -	\$ 1,280.00
Staff I	Michelle Hallack	\$ 145.00	2	\$ 290.00		\$ -	4	\$ 580.00	100	\$ 14,500.00	16	\$ 2,320.00	\$ 17,690.00
Associate II	Adrian Lopez	\$ 120.00	2	\$ 240.00	24	\$ 2,880.00	10	\$ 1,200.00		\$ -		\$ -	\$ 4,320.00
Specialist III	Austin Kay	\$ 100.00		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Specialist II	Melak Goyta	\$ 90.00		\$ -	24	\$ 2,160.00		\$ -		\$ -		\$ -	\$ 2,160.00
Specialist I	Bridgette Redington	\$ 85.00		\$ -	6	\$ 510.00		\$ -		\$ -		\$ -	\$ 510.00
Financial Analyst II	Victoria Hall	\$ 65.00		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Labor Fee Costs			24	\$ 4,150.00	70	\$ 8,270.00	18	\$ 2,580.00	136	\$ 20,820.00	40	\$ 6,620.00	\$ 42,360.00
Other Direct Costs													
Mileage	\$0.575/mile	\$ 0.58	80	\$ 46.00	560	\$ 322.00		\$ -		\$ -		\$ -	\$ 368.00
YSI 6600 Multi-parameter Data Sonde	\$175/event	\$ 175.00		\$ -	2	\$ 350.00		\$ -		\$ -		\$ -	\$ 350.00
Portable Flowmeter	\$325/event	\$ 325.00		\$ -	2	\$ 650.00		\$ -		\$ -		\$ -	\$ 650.00
10-L Glass Sample Bottles	\$10/event	\$ 10.00		\$ -	6	\$ 60.00		\$ -		\$ -		\$ -	\$ 60.00
Swing Sampler Pole, Depth Integrated	\$35/event	\$ 35.00		\$ -	2	\$ 70.00		\$ -		\$ -		\$ -	\$ 70.00
Wet Weather Water Chemistry	\$880/sample	\$ 880.00		\$ -	4	\$ 3,520.00		\$ -		\$ -		\$ -	\$ 3,520.00
Wet Weather Sediment Chemistry	\$465/sample	\$ 465.00		\$ -	1	\$ 465.00		\$ -		\$ -		\$ -	\$ 465.00
Sediment Filtering	\$155/20 Liters	\$ 155.00		\$ -	16	\$ 2,480.00		\$ -		\$ -		\$ -	\$ 2,480.00
Wet Weather Microbiology	\$384/sample	\$ 384.00		\$ -	4	\$ 1,536.00		\$ -		\$ -		\$ -	\$ 1,536.00
Afternoon Microbiology	\$350/event	\$ 350.00		\$ -	2	\$ 700.00		\$ -		\$ -		\$ -	\$ 700.00
Dry Weather Analytical	\$115/sample	\$ 115.00		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Ice	\$5/bag	\$ 5.00		\$ -	10	\$ 50.00		\$ -		\$ -		\$ -	\$ 50.00
Fee on Sub/ODCs				\$ -		\$ 494.05		\$ -		\$ -		\$ -	\$ 494.05
ODCs & Cont				\$ 46.00		\$ 10,697.05		\$ -		\$ -		\$ -	\$ 10,743.05
Total Cost Estimate (Labor and ODCs)				\$ 4,196.00		\$ 18,967.05		\$ 2,580.00		\$ 20,820.00		\$ 6,620.00	\$ 53,183.05
													\$ 55,683.05

Table 1. Cost Estimate Summary (Original Scope of Work)

City of Rolling Hills Canyon Monitoring 2020-2021	Total Staff Hours	Total Labor Costs	Total Reimbursables (Other Direct Costs)	Total Costs
Task 1. Project Management and Coordination	26	\$ 4,160.00	\$ 96.60	\$ 4,256.60
Task 2. Dry Weather Monthly TMDL Monitoring (1 site/12 events per year and 4 sample events)	40	\$ 4,800.00	\$ 1,770.30	\$ 6,570.30
Task 3. Wet Weather Monitoring (1 site/ 3 events per year)	100	\$ 11,960.00	\$ 13,009.50	\$ 24,969.50
Task 3. False Starts				\$ 2,500.00
Task 4. Data QA/QC, Formatting, and Technical Memorandum	42	\$ 6,260.00	\$ -	\$ 6,260.00
Total Project Cost		\$ 27,180.00	\$ 14,876.40	\$ 44,556.40

Table .

Table 2. Cost Estimate Summary (2021-2022)

City of Rolling Hills Canyon Monitoring 2021-2022	Total Staff Hours	Total Labor Costs	Total Reimbursables (Other Direct Costs)	Total Costs
Task 1. Project Management and Coordination	24	\$ 4,150.00	\$ 46.00	\$ 4,196.00
Task 3. Wet Weather Monitoring (1 site/ 2 events per year)	70	\$ 8,270.00	\$ 10,697.05	\$ 18,967.05
Task 3. False Starts				\$ 2,500.00
Task 4. Data QA/QC and Event Summary Reports	18	\$ 2,500.00	\$ -	\$ 2,500.00
Task 5. Hydrologic Modelling and Analysis	136	\$ 20,820.00	\$ -	\$ 20,820.00
Task 6. Technical Memorandum	40	\$ 6,620.00	\$ -	\$ 6,620.00
Total Project Cost (2020-2021 Monitoring Year)		\$ 27,180.00	\$ 14,876.40	\$ 44,556.40
Estimated Remaining Unused 2020-2021 Budget as of 9/1/2021		\$ 28,000.00		
Proposed Total Project Cost (2021-2022 Monitoring Year)		\$ 42,360.00	\$ 10,743.05	\$ 55,603.05
Total Project Cost (2020-2021 and 2021-2022 Monitoring Years Combined)		\$ 72,159.45		
Total Increase Needed to Implement Proposed Scope of Work for 2021-2022 Monitoring Year		\$ 27,603.05		

Table 3. Detailed Cost Estimate (Original Scope of Work)

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Table 4. Detailed Cost Estimate (2021-2022)

City of Rolling Hills Canyon Monitoring 2021-2022										Task 1: Project Management and Coordination		Task 3: Wet Weather Monitoring (1 site/ 2 events per year)		Task 4: Data QA/QC and Event Summary Reports		Task 5: Hydrologic Modeling and Analysis		Task 6: Technical Memorandum		Totals	
Alta Title	Alta Staff	Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Principal	Dave Renfrew	\$ 200.00	2	\$ 400.00																	
Senior Project Manager II	Garth Engelhorn	\$ 180.00	16	\$ 2,880.00	8	\$ 1,440.00	8	\$ 1,440.00	4	\$ 720.00	4	\$ 720.00	4	\$ 800.00	4	\$ 800.00		\$ 2,000.00		\$ 2,000.00	
Senior Project Manager I	Jacqueline McMillen	\$ 170.00	2	\$ 340.00														\$ 1,800.00		\$ 8,280.00	
Staff I	Matthew Renaud	\$ 160.00			8	\$ 1,280.00												\$ 1,700.00		\$ 6,120.00	
Staff I	Michelle Hallack	\$ 145.00	2	\$ 290.00					4	\$ 580.00	100	\$ 14,500.00	16	\$ 2,320.00		\$ -		\$ 1,280.00		\$ 17,690.00	
Associate II	Adrian Lopez	\$ 120.00	2	\$ 240.00	24	\$ 2,880.00	10	\$ 1,200.00									\$ 4,320.00		\$ 4,320.00		
Specialist III	Aurim Kay	\$ 100.00															\$ -		\$ -		
Specialist II	Mehak Gupta	\$ 90.00			24	\$ 2,160.00											\$ -		\$ 2,160.00		
Specialist I	Bridgette Reddington	\$ 85.00			6	\$ 510.00											\$ -		\$ 510.00		
Financial Analyst II	Victoria Hall	\$ 65.00															\$ -		\$ -		
Labor Fee Costs			24	\$ 4,150.00	70	\$ 8,270.00	18	\$ 2,500.00	136	\$ 20,820.00	40	\$ 6,620.00							\$ 42,360.00		
Other Direct Costs										units	Cost	units	Cost	units	Cost	units	Cost	units	Cost	Totals	
Mileage	\$0.57/mile	\$ 0.38	80	\$ 46.00	560	\$ 322.00													\$ 368.00		
YSI 6600 Multiparameter Data Sonde	\$175/event	\$ 175.00			2	\$ 350.00													\$ 350.00		
Portable Flowmeter	\$325/event	\$ 325.00			2	\$ 650.00													\$ 650.00		
10-L Glass Sample Bottles	\$10/event	\$ 10.00			6	\$ 60.00													\$ 60.00		
Swing Sampler Pole/ Depth Integrated	\$35/event	\$ 35.00			2	\$ 70.00													\$ 70.00		
Wet Weather Water Chemistry	\$880/sample	\$ 880.00			4	\$ 3,520.00													\$ 3,520.00		
Wet Weather Sediment Chemistry	\$465/sample	\$ 465.00			1	\$ 465.00													\$ 465.00		
Sediment Filling	\$155/20 L	\$ 155.00			16	\$ 2,480.00													\$ 2,480.00		
Wet Weather Microbiology	\$384/sample	\$ 384.00			4	\$ 1,536.00													\$ 1,536.00		
After hours Microbiology	\$350/event	\$ 350.00			2	\$ 700.00													\$ 700.00		
Dry Weather Analytical	\$115/sample	\$ 115.00																	\$ -		
Ice	\$5/bag	\$ 5.00			10	\$ 50.00													\$ 50.00		
Fee on Sub/ODCs		5%				\$ 494.05													\$ 494.05		
ODCs Cost				\$ 46.00		\$ 10,697.05													\$ 10,743.05		
Task 1: Project Management and Coordination										Task 3: Wet Weather Monitoring (1 site/ 2 events per year)		Task 4: Data QA/QC and Event Summary Reports		Task 5: Hydrologic Modeling and Analysis		Task 6: Technical Memorandum		Total Project Cost		Total Project Cost with P&S Starts	
			\$ 4,196.00	\$ 18,967.05	\$ 2,500.00	\$ 20,820.00	\$ 6,620.00	\$ 53,103.05	\$ 55,603.05												
Total Cost Estimate (Labor and ODCs)																					



CERTIFICATE OF LIABILITY INSURANCE

12/31/2021

DATE (MM/DD/YYYY)

4/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED 1484378 Alta Environmental An NV5 Company 3777 Long Beach Blvd Annex Bldg Long Beach CA 90807	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Co INSURER B: National Fire Insurance Co of Hartford INSURER C: Transportation Insurance Company INSURER D: The Continental Insurance Company INSURER E: INSURER F:	NAIC # 44520 20478 20494 35289

COVERAGES **CERTIFICATE NUMBER:** 17306917 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible \$25K GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	EPK-133528	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	7014842659	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	N	EFX-116675	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 GL/PL Only \$ See Below
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	7014842810(CA)	5/1/2021	5/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional & Pollution	N	N	EPK-133528	12/31/2020	12/31/2021	Each Claim/Agg \$1M/\$2M Each Claim/Agg \$1M/\$2M Limit \$20M
D	Auto/EL Excess liab			7014841883	5/1/2021	5/1/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Excess policies follows form over underlying policies as follow: Crum & Forster Specialty Ins. Policy No. EFX-116675 follows form over General Liability and Professional Liability ONLY. Continental Insurance Company Policy No. CUE6076054554 follows form over Auto Liability & Employers Liability ONLY. The City, its elected or appointed officers, officials, employees, agents and volunteers are included as an Additional Insured as required by written contract subject to policy terms, conditions and exclusions. Waiver of Subrogation in favor of said additional insured as required by written contract subject to policy terms, conditions, and exclusions where applicable by state law.

CERTIFICATE HOLDER

17306917

City of Rolling Hills
Attn: City Manager, Elaine Jeng, PE
2 Portuguese Bend Road
Rolling Hills CA 90274

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AGREEMENT TO PROFESSIONAL SERVICES AGREEMENT ("Third Amendment") is made and entered into this 14th day of November, 2022 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and ALTA ENVIRONMENTAL, L.P., a limited partnership, (d.b.a. NV5) (hereinafter the "CONSULTANT").

1. RECITALS:

A. On September 12, 2020, the CITY entered into a Professional Services Agreement with CONSULTANT to conduct Canyon Monitoring for the 2020-2021 monitoring year to identify whether the City's stormwater discharge is in compliance with stormwater water-quality based effluent limitations derived from the Total Maximum Daily Load waste load allocations (the "Agreement").

B. On May 27, 2021, the CITY and CONSULTANT entered into a First Amendment to the Agreement to extend the term of the Agreement until June 30, 2022 and to use the unexpended amount from the 2020-2021 Wet and Dry Weather Flow Monitoring (approximately \$29,000) (the "Unexpended Funds") on the Wet and Dry Weather Flow Monitoring for the 2021-2022 monitoring year ("First Amendment"); and

C. On September 2, 2021, the CITY and CONSULTANT entered into a Second Amendment to expand the scope of work and increase the cost by \$27,603.05 so that CONSULTANT may provide (1) Sepulveda Canyon Hydrologic Modeling and Analysis; and (2) a Hydrologic Modeling Technical Memorandum.

D. CITY AND CONSULTANT now desire to amend the Agreement for a third time to continue to conduct Sepulveda Canyon Continuous Flow Monitoring for the 2022-23, 2023-24, and 2024-25 monitoring years and to increase the cost by a total of \$39,445.00. This cost is inclusive of all three years of continued monitoring services for Sepulveda Canyon.

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

F. CONSULTANT is willing to render such professional services.

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

1. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached hereto as Exhibit A and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit A.

2. COST

CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit A, subject to a do not exceed amount in the amount of \$39,445. This fee includes all expenses, consisting of travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

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

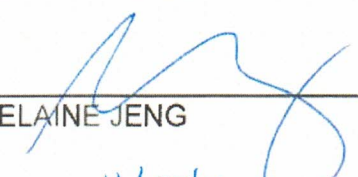
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

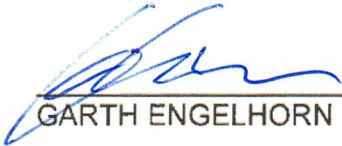
CITY OF ROLLING HILLS

ALTA ENVIRONMENTAL, LP

CITY MANAGER:

SENIOR PROJECT MANAGER

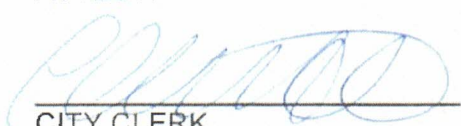

ELAINE JENG


GARTH ENGELHORN

DATE: 11/15/2022

DATE: 11/23/2022

ATTEST:


CITY CLERK

APPROVED AS TO FORM:



MICHAEL JENKINS
CITY ATTORNEY

**EXHIBIT A
SCOPE OF WORK**



November 2, 2022

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

Attn: Vanessa Hevener, Senior Management Analyst

RE: Scope of Work and Budget for Sepulveda Canyon Continuous Flow Monitoring

Dear Ms. Hevener,

NV5 is pleased to present the City of Rolling Hills (City) with this scope of work and cost estimate to conduct Sepulveda Canyon Continuous Flow Monitoring for the 2022-2023, 2023-2024, and 2024-2025 monitoring years. NV5 is 100% committed to providing the City with exceptional, high quality monitoring and data processing support. We are eager to support the City with sound technical experience, dedicated customer service, and strategic recommendations that protect your operational interests, your stakeholder's concerns, and the environment. Please do not hesitate to call me with any questions.

For and on behalf of NV5,

A handwritten signature in black ink, appearing to read 'Garth Engelhorn'.

Garth Engelhorn, CPSWQ, QISP/ToR
Water Resources Senior Project Manager
3777 Long Beach Boulevard Annex Building
Long Beach, CA 90807
Phone Number: 760-644-0167
Email: Garth.Engelhorn@nv5.com

1 EXHIBIT A: SCOPE OF WORK

NV5 will conduct the following tasks to implement Sepulveda Canyon Continuous Flow Monitoring during the 2022-2023, 2023-2024, and 2024-2025 monitoring years. The objective of the continuous flow monitoring is to verify that Sepulveda Canyon effectively retains the 85th percentile, 24-hour storm event by collecting continuous flow measurements near the base of Sepulveda Canyon over the course of three years.

Task 1: Project Management and Coordination

NV5 will routinely coordinate with the City to provide updates and discuss any potential modifications necessary for the continuous flow monitoring activities. This task includes planning and implementation of the project, relevant meeting attendance, coordination with the City, budget management, and monthly invoicing/reporting.

Task 2: 2022-2023 Flow Monitoring (8 months)

NV5's proposed flow equipment includes an ultra-sonic sensor and data logger with near real-time access through NV5's MS4 Flow System web portal. NV5 will install one flow monitoring unit and maintain the equipment in working order for the eight-month deployment period from approximately November 2022 through the end of June 2023. The equipment will remain installed for the monitoring planned in Task 2.

Task 3: 2023-2024 Flow Monitoring (12 months)

NV5's proposed flow equipment includes an ultra-sonic sensor and data logger with near real-time access through NV5's MS4 Flow System web portal. NV5 will maintain the equipment in working order for the twelve-month deployment period from July 2023 through the end of June 2024. The equipment will remain installed for the monitoring planned in Task 3.

Task 4: 2023-2024 Flow Monitoring (12 months)

NV5's proposed flow equipment includes an ultra-sonic sensor and data logger with near real-time access through NV5's MS4 Flow System web portal. NV5 will maintain the equipment in working order for the twelve-month deployment period from July 2024 through the end of June 2025. The equipment will be removed following the completion of continuous flow monitoring in June 2025.

Flow Monitoring Methodology for Tasks 2-4

The continuous flow monitoring equipment will be located in Sepulveda Canyon at the road crossing of Middleridge Road (33.773522, -118.348538), which is an accessible location near the bottom of the canyon suitable for flow monitoring. Sepulveda Canyon is located on the east side of the Palos Verdes Peninsula, south of N. Palos Verdes Drive, and about 0.5 miles east of Crenshaw Boulevard. During the installation, the storm drain dimensions and slope will be measured, and the flow equipment will be programmed to continuously log flow measurements at 5-minute intervals for the duration of the deployment period. Flow rates will be measured in accordance with the NPDES Storm Water Sampling Guidance Document (EPA-833-B-92-001). The flow monitoring equipment will be maintained throughout the deployment to ensure functionality (site visits approximately every other month). NV5 will review the continuous flow data remotely to prevent data gaps through routine data evaluation, automated equipment alerts, and quick responses to resolve any issues.

Calibration of all monitoring equipment will be conducted immediately prior to deployment and periodic maintenance and calibration will be scheduled based site evaluations of the real-time data. All calibrations will be conducted in accordance with the manufacturer's specifications and equipment will be calibrated on-site and field verified for accuracy with a level measurement tape. NV5 will conduct instantaneous flow measurements as needed during to ensure accurate flow calculations are kept updated and reflect any changes to the site conditions. A maintenance log form will be kept on file to detail the dates of instrument inspection, battery replacement, and any problems noted with instruments. Upon completion of the deployment period, NV5 will remove all flow equipment.

NV5 will conduct routine quality assurance/quality control (QA/QC) of the flow data and calculations. NV5 will access the continuous flow data remotely to ensure the equipment is continuously monitoring, recording, and presenting accurate flow data on the web portal. Upon request, NV5 will provide flow history file deliverables that include summary of flow statistics, daily/weekly flow statistics tables, site photos, and general site observations.

NV5 will provide the project staff with access to NV5 's MS4 Flow System web portal so that the site's status can be reviewed in real-time from any web enabled device. The web portal generates site-specific reports to monitor flows on a daily evaluation and broken into weekly, and monthly totals. The project staff will have access to weekly data summaries including flow statistics and flow hydrographs in both Excel and Adobe Acrobat format.

Task 5: Technical Memorandum

NV5 will prepare a brief technical memorandum summarizing the results of the Sepulveda Canyon Continuous Flow Monitoring. The results of the hydrologic assessment for the Sepulveda Canyon will include an analysis of the observed flow measurements compared with the observed rainfall to verify that Sepulveda Canyon effectively retains the 85th percentile, 24-hour storm event. The memorandum will identify the purpose of the monitoring, methodology, results, conclusions, and any limitations, and be accompanied with applicable maps and figures. A draft memorandum will be provided to the City for review and comment. Following one round of comments, NV5 will prepare and submit a final technical memorandum.

Assumptions

- Access agreements may be necessary, but no encroachment permits will be required.
- Traffic control plans will not be necessary. Standard traffic caution procedures will be used as-needed.
- NV5 assumed the Canyon site may require confined space entry for installation and removal. When confined space entry is required, field teams properly trained and certified in confined space entry will use confined space equipment including use of a tripod, winch, and harness system for fall protection and emergency egress, four gas monitoring, two-way communication, and air ventilation as-needed.
- Task 5 assumes preparation of one draft memorandum and one final memorandum to address comments from the City.

References

USEPA (U.S Environmental Protection Agency), 1992. NPDES Storm Water Sampling Guidance Document. EPA 833-B-92-001. Office of Water, USEPA, Washington, DC. July 1992.

2 EXHIBIT B - COST ESTIMATE

NV5 has estimated the total cost to complete all tasks described in the scope of work below. The cost estimate summary for each task and total project cost is provided in Table 1. The detailed cost estimate worksheets including itemized labor costs and equipment costs for each task are provided in Table 2.

Table 1. Cost Estimate Summary

Sepulveda Canyon Continuous Flow Monitoring	Total Staff Hours	Total Labor Costs	Total Reimbursables	Total Costs
Task 1. Project Management and Coordination	18	\$ 3,190.00	\$ -	\$ 3,190.00
Task 2. 2022-2023 Flow Monitoring (8 months)	52	\$ 6,520.00	\$ 2,818.75	\$ 9,338.75
Task 3: 2023-2024 Flow Monitoring (12 months)	58	\$ 7,300.00	\$ 3,437.50	\$ 10,737.50
Task 4: 2023-2024 Flow Monitoring (12 months)	66	\$ 8,200.00	\$ 3,468.75	\$ 11,668.75
Task 5: Technical Memorandum	28	\$ 4,510.00	\$ -	\$ 4,510.00
Total Project Cost		\$ 29,720.00	\$ 9,725.00	\$ 39,445.00

Table 2. Detailed Cost Estimate

Serpulveda Canyon Continuous Flow Monitoring		Task 1. Project Management and Coordination		Task 2. 2022-2023 Flow Monitoring (8 months)		Task 3: 2023-2024 Flow Monitoring (12 months)		Task 4: 2023-2024 Flow Monitoring (12 months)		Task 5: Technical Memorandum		Totals
Alta Title	Alta Staff	Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	
Principal	Dave Renfrew	\$ 210.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Senior Project Manager III	Garth Engelhorn	\$ 190.00	16	\$ 3,040.00	8	\$ 1,520.00	10	\$ 1,900.00	10	\$ 1,900.00	\$ 1,900.00	\$ 10,260.00
Senior I	Jacqueline McMillen	\$ 170.00		\$ -		\$ -		\$ -		\$ -	\$ 1,360.00	\$ 1,360.00
Associate III	Austin Kay	\$ 140.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Associate I	Nick Poser/Katlin Goodrich	\$ 125.00		\$ -	24	\$ 3,000.00	24	\$ 3,000.00	28	\$ 3,500.00	\$ 1,250.00	\$ 10,750.00
Specialist III	Jake Daxe Pullins	\$ 110.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Specialist II	Inez Bretado	\$ 100.00		\$ -	20	\$ 2,000.00	24	\$ 2,400.00	28	\$ 2,800.00	\$ -	\$ 7,200.00
Financial Analyst II	Victoria Hall	\$ 75.00	2	\$ 150.00		\$ -		\$ -		\$ -	\$ -	\$ 150.00
Labor Fee Costs			18	\$ 3,190.00	52	\$ 6,520.00	58	\$ 7,300.00	66	\$ 8,200.00	\$ 4,510.00	\$ 29,720.00
Other Direct Costs		Unit Cost	units	Cost	units	Cost	units	Cost	units	Cost	Cost	Totals
Mileage	\$0.625/mile	\$ 0.63		\$ -	350	\$ 218.75	300	\$ 187.50	350	\$ 218.75	\$ -	\$ 625.00
MS4 Flow System	\$325/month or \$3,250/year	\$ 325.00		\$ -	8	\$ 2,600.00	1	\$ 325.00	1	\$ 325.00	\$ -	\$ 9,100.00
ODCs Cost				\$ -		\$ -		\$ 3,437.50		\$ 3,468.75	\$ -	\$ 9,725.00
Total Cost Estimate (Labor and ODCs)												
Task 1. Project Management and Coordination				\$ 3,190.00	\$	9,338.75	\$	10,737.50	\$	11,668.75	\$	39,445.00
Task 2. 2022-2023 Flow Monitoring (8 months)					\$							
Task 3: 2023-2024 Flow Monitoring (12 months)					\$							
Task 4: 2023-2024 Flow Monitoring (12 months)					\$							
Task 5: Technical Memorandum												
Total Project Cost												

PLANNED EXPENDITURES FOR FY2025-2026 SAFE CLEAN WATER MUNICIPAL PROGRAM (Measure W)						
Item	Description	Estimated cost for Line Item	Cost to be Recovered via Measure W for Ongoing Programs up to 30% of planned expenditures	Cost to be Recovered via Measure W for New Projects or Programs - at least 70% of planned expenditures	Source	Explanation
1a	Peninsula Coordinated Integrated Monitoring Program (CIMP) and Harbor Toxics TMDL Monitoring	\$ 70,000	\$ 30,000.00		City's maximum cost under CIMP MOU Amendment 2 less 10% in new costs shown in Item 1b plus 58% of City's maximum cost under new cost-share for Harbor Toxics TMDL assuming 5 industrial facilities participate - all rounded up to nearest \$1K.	CIMP monitoring and Harbor Toxins TMDL monitoring are ongoing efforts implemented prior to adoption of Measure W by the voters in November 2018. Ongoing monitoring costs are therefore limited to a maximum of 30% of the City's Safe Clean Water Expenditures in a given fiscal year. Allowable expenditure is calculated by applying the 30:70 (ongoing vs new effort) ratio against total expenditures in the 70% new effort column.
1b	CIMP Implementation of new 2021 MS4 Permit Requirements and Harbor Toxics monitoring increased cost due to TMDL revision	\$ 14,000		\$ 14,000.00	Allocation of new effort for CIMP from new requirements in 2021 Regional Stormwater Permit and revised Harbor Toxics TMDL. Assumed 10% of City's CIMP costs and 42% of City's maximum cost under new cost-share for Harbor Toxics assuming 5 industrial facilities participate. Rounded up to nearest \$1K.	New requirements in 2021 Stormwater Permit and revised Harbor Toxics TMDL can be considered new effort in the 70% category since they were not required prior to November 2018.
2	Sepulveda Canyon Monitoring Study	\$ 25,000		\$ 25,000.00	Estimated based on NV5 FY24-25 YTD expenditures plus additional funding request	Sepulveda Canyon monitoring is newly required by LA Water Board as a condition of City joining the Peninsula WMP via 85%, 24-hr runoff retention deemed compliance. Since this is a new effort not required prior to November 2018, it is in the 70% new effort category.
3	Enhanced Sediment Source Control & Brush Clearance Enforcement	\$ 6,000		\$ 6,000.00	10% of contract code enforcement cost for additional oversight of construction sites and brush clearance ordinance - same as allocated for FY23-24	New effort implemented after November 2018 to address storm-borne sediment TMDL pollutants associated with insufficiently controlled construction sites and brush clearance to prevent wildfires and associated TMDL toxic pollutants.
4	SCW Municipal Program Planning and Reporting	\$ 10,000		\$ 10,000.00	McGowan Task 2.2 - Consultant assistance with SCW planning and reporting	Eligible in the 70% category as a new effort since it is required by the SCW program.
5	Watershed Management Program Adaptive Management & Progress Reporting	\$ 6,000.00		\$ 6,000.00	McGowan estimate for Task 8.1. & 8.3	City's participation in watershed progress reporting and watershed management program as a result of joining the Peninsula EWMP is a new effort since November 2018 implemented to comply with the 2021 Stormwater Permit and joining the WMP.
6	Development & Implementation of Community Outreach/Engagement	\$ 7,400.00		\$ 7,400.00	McGowan estimate for Task 8.2 and 2.1 plus Other Direct Costs invoiced by McGowan for website hosting by SBCCOG and graphic design services.	Effort to develop new outreach materials and methods and tracking of metrics on outreach and engagement as required by 2021 Stormwater Permit.
Expenditures			\$ 30,000.00	\$ 68,400.00	\$ 98,400.00	Check: total planned expenditures are less than estimated total SCW Municipal funds available to spend as shown below.
Estimated carryover of unspent funds from previous years					\$ 18,935.40	Uncertain depending on how next 5 months expenditures come in
Measure W estimated disbursement to be received in December 2025 from LACFCD					\$ 100,000.00	Note that SCW website references prior fiscal year because it is the year they collect the taxes even though not disbursed to City until midway through the following year.
Total SCW Municipal Funds Available to Spend less 10% for safety factor					\$ 107,041.86	



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 11.A.

Meeting Date: 11/24/2025

To: City Council
From: Nicolas Papajohn, City Attorney
Thru: Karina Bañales, City Manager
Subject: Consideration of an Ordinance of the City Council of the City of Rolling Hills amending Chapter 17.28 of the Rolling Hills Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units and finding the action to be statutorily exempt from CEQA under Public Resources Code § 21080.17

Background:

The proposed ordinance will amend Chapter 17.28 of the Rolling Hills Municipal Code 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). Except as otherwise noted, these new laws take effect on January 1, 2026.

BACKGROUND AND ANALYSIS:

In recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that impose new limits on local authority to regulate ADUs and JADUs. In late 2025, four new bills were enacted that further amend state ADU law as summarized below.

AB 462 – Coastal Development Permits; Disaster-Affected Areas

AB 462 modifies several permitting requirements associated with processing Coastal Development Permits for ADUs located in the Coastal Zone.

Beyond changes to CDP processing, AB 462 modifies the rules governing the issuance of a certificate of occupancy (CofO) for an ADU. Historically, state law has prohibited a local agency from issuing a CofO for an ADU before one is issued for the primary dwelling (i.e., the primary dwelling must have a CofO before the ADU can receive one).

AB 462 creates a narrow exception to this prohibition for detached ADUs when all of the following conditions are satisfied: (1) the Governor has declared a state of emergency for the county on or after February 1, 2025; (2) the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation; and (3) the ADU has been issued construction permits and passed all required inspections. (Gov. Code, § 66328(b).) If these conditions are satisfied, the detached ADU can receive a CofO before the primary dwelling. In all other scenarios, the primary dwelling still needs a CofO before one can be issued for an ADU.

AB 462 was enacted as an urgency measure that took effect immediately when signed by the Governor (on October 10, 2025).

The following three bills were enacted as non-urgency measures and take effect on January 1, 2026.

AB 1154 – JADU Owner-Occupancy; Short-Term Rental

When a JADU is developed, existing state law requires a property owner to reside in the JADU or remaining portion of the single-family dwelling. AB 1154 narrows this requirement to now only apply when a JADU shares sanitation facilities (bathroom) with the single-family dwelling. If the JADU has its own bathroom, then the property owner does not have to reside on the property at all. (See amended Gov. Code, § 66333(b).)

AB 1154 also expressly prohibits JADUs from being used as short-term rentals (i.e., rented for a term shorter than 30 days). (See amended Gov. Code, § 66333(g).) The City's ADU ordinance already included this prohibition (as well as prohibiting ADUs from being used as short-term rentals). But now it's required by state law.

SB 9; SB 543 – Ordinance Submittal to HCD; Approval

Under existing law, local agencies are required to submit a copy of their ADU ordinance to the California Department of Housing and Community Development (HCD) within 60 days of adoption.

This year's SB 9 and SB 543 create a penalty for failing to do so by rendering null and void any local ordinance that is not submitted to HCD within 60 days of adoption. (See amended Gov. Code, § 66326(d); new Gov. Code, § 66333.5(d).) The bills further specify that a local ADU ordinance is null and void if HCD issues findings that the ordinance does not comply with state law and the local agency fails to respond to HCD within 30 days. (Id.)

SB 543 – ADU Size; Number of ADUs; Impact Fees; Application Timeline

SB 543 makes numerous changes and clarifications to state ADU law, the most notable of which are summarized below.

ADU & JADU Size

Existing law limits the maximum size of a JADU to 500 square feet and prohibits local ADU ordinances from imposing certain development standards that would prevent an ADU created under Government Code section 66314 through 66322 from being at least 800 square feet.

SB 543 amends state ADU law to specify that allowable square footage of an ADU or JADU refers to square footage of "interior livable space." (See amended Gov. Code, § 66313(d), 66321(b)(2).)

Impact Fees

Existing law exempts ADUs that are 750 square feet or smaller from development impacts fees (DIFs).

SB 543 clarifies that DIFs may not be imposed on an ADU that has 750 or fewer square feet of interior livable space or on a JADU with 500 or fewer square feet of interior livable space.

The bill also exempts an ADU or JADU with less than 500 square feet of interior livable space from school impact fees. (See amended Gov. Code, § 66311.5.)

Quantity of ADUs Created Under Government Code Section 66323

Existing state law creates four categories of ADUs that must be approved if they comply with the

limited standards provided in Government Code section 66323(a)(1)–(4). These are:

1. A converted ADU and JADU created on a lot with a proposed or existing single-family dwelling (Gov. Code, § 66323(a)(1));
2. A detached ADU created on a lot with a proposed or existing single-family dwelling (Gov. Code, § 66323(a)(2));
3. Converted ADUs created in an existing multifamily dwelling (Gov. Code, § 66323(a)(3)); and
4. Detached ADUs created on a lot with a proposed or existing multifamily dwelling.

For some time, there has been uncertainty as to whether ADUs created under Government Code section 66323 could be combined. Some practitioners interpreted the statute to not require local agencies to allow combinations. Initially, HCD took the same position, in its 2020 ADU Handbook. But for the last few years, HCD has taken the opposite position: that yes, combinations are permitted. (See HCD January 2025 ADU Handbook, at p. 19 “[P]ursuant to Government Code section 66323, subdivision (a), local governments must allow units created pursuant to subparagraphs (1) and (2) together or (3) and (4) together”.)

SB 543 codifies HCD’s most recent interpretation by amending Government Code section 66323 to specifically allow combinations. Thus, a lot with a multifamily dwelling can now have a converted ADU or ADUs created under section 66323(a)(3) and detached ADUs created under section 66323(a)(4). And a lot with a single family dwelling can now have a converted ADU and a JADU created under section 66323(a)(1) and a detached ADU created under section 66323(a)(2).

ADU Permitting Process

Existing law has long required local agencies to approve or deny an ADU application within 60 days of receiving a complete application. However, state law was silent with respect to incompleteness determinations, subsequent resubmittals, and appealing local decisions on ADU applications.

SB 543 requires local agencies to now:

1. Determine whether an ADU application is complete within 15 business days of submittal;
2. If the application is if incomplete, within the same 15 days provide the applicant with a list of incomplete items and how to address them;
3. Review a resubmitted application for completeness within 15 business days;
4. Provide the applicant with a written appeal process for any incompleteness determination or denial (to the Planning Commission or City Council, or both); and
5. Provide a final written determination on the appeal within 60 business days of receiving the appeal). (See amended Gov. Code, §§ 66317 [ADUs], 66335 [JADUs].)

Discussion:

AB 462 took effect immediately when signed, but technically it doesn’t require any change to a local ADU ordinance; the City just needs to follow the new rules for CDP processing and issuance of a CofO, if applicable. But the remaining bills take effect January 1, 2026, and for the City’s ADU ordinance to remain valid and enforceable, it must comply with the new changes in state law. Adopting the proposed ordinance ensures that the City’s ADU ordinance will remain in compliance with state law.

On November 18, 2025, the Planning Commission held a public hearing to consider the proposed ordinance, and thereafter voted to forward the ordinance to the City Council with a recommendation in favor of its adoption. Staff recommends that the City Council proceed in accordance with the recommended actions set forth above.

ENVIRONMENTAL REVIEW

Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements state ADU law.

Fiscal Impact:

Recommendation:

1. Open the public hearing, receive public testimony, close the public hearing, and by motion:
 - A. Find that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act (CEQA) under Public Resources Code § 21080.17.
 - B. Waive full reading and introduce for first reading by title only an ordinance entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 17.28 OF THE ROLLING HILLS MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17."

Attachments:

1. 2025-11_PC_Resolution_ADU_OrdinanceAmendments_F_E
2. 388_ADU_2025_Ordinance_ExhibitB_Redline

RESOLUTION NO. 2025-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER 17.28 OF THE ROLLING HILLS MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

WHEREAS, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2025, the California Legislature approved, and the Governor signed into law, further amendments to state ADU law;

WHEREAS, new updates to state ADU law take effect on January 1, 2026, and for the City’s ADU ordinance to remain valid, it must be amended to reflect the most recent changes to state law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect the most recent changes to state law; and

WHEREAS, on November 18, 2025, the Planning Commission held a duly-noticed public hearing to consider the attached Ordinance; and

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

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

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the Planning Commission.

SECTION 2. CEQA. The Planning Commission recommends that the City Council find that, under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, adoption of the proposed Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

SECTION 3. General Plan. The Planning Commission hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

SECTION 4. Recommendation. Given the foregoing, and based on the entire record before the Planning Commission, the Planning Commission hereby recommends that the City Council adopt the Ordinance attached hereto as Exhibit "A."

SECTION 5. Effective Date. This Resolution takes effect immediately upon adoption.

Section 6. Certification; Records. The City Clerk will attest as to the adoption of this Resolution and cause the same to be maintained in the permanent records of the City.

PASSED, APPROVED AND ADOPTED THIS 18th DAY OF NOVEMBER, 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. 2025-11 entitled:

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY
OF ROLLING HILLS, RECOMMENDING THAT THE CITY COUNCIL
ADOPT AN ORDINANCE AMENDING CHAPTER 17.28 OF THE
ROLLING HILLS MUNICIPAL CODE RELATING TO ACCESSORY
DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS,
AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM
CEQA UNDER PUBLIC RESOURCES CODE § 21080.17**

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

AYES: Cardenas, Soo, Douglass, Kirkpatrick, Chair Chelf
NOES:
ABSENT:
ABSTAIN:

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

Administrative Offices.



CHRISTIAN HORVATH, CITY CLERK

Exhibit “A”

Proposed Ordinance

[Attached]

ORDINANCE NO. 388

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 17.28 OF THE ROLLING HILLS MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

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

WHEREAS, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2025, the California Legislature approved, and the Governor signed into law, further amendments to state ADU law; and

WHEREAS, new updates to state ADU law take effect on January 1, 2026, and for the City’s ADU ordinance to remain valid, it must be amended to reflect the most recent changes to state law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect the most recent changes to state law; and

WHEREAS, on November 18, 2025, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on November 24, 2025, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City’s Planning Commission; and

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

NOW, THEREFORE, the City Council of the City of Rolling Hills does ordain as follows:

SECTION 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, adoption of the Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

SECTION 4. Code Amendment. Chapter 17.28 of the Rolling Hills Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 5. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 6. HCD Submittal. In accordance with Government Code sections 66326 and 66333.5, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California 90274.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

(Continues on next page)

PASSED, APPROVED and ADOPTED this 9th day of December, 2025.

Jeff Pieper, Mayor

ATTEST:

Christian Horvath, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Nicolas Papajohn, City Attorney

EXHIBIT A-1
Amended ADU Regulations
(follows this page)

EXHIBIT "A"

Chapter 17.28

ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Sections:

17.28.010 Purpose.

The purpose of this Chapter is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code.

17.28.020 Effect of conforming.

An ADU or JADU that conforms to the standards in this Chapter will not be:

- A. Deemed to be inconsistent with the City's general plan and zoning designation for the lot on which the ADU or JADU is located.
- B. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
- C. Considered in the application of any local ordinance, policy, or program to limit residential growth.
- D. Required to correct a nonconforming zoning condition, as defined in subsection 17.28.030(H) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.

17.28.030 Definitions.

As used in this Chapter, terms are defined as follows:

- A. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - 1. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - 2. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
- B. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
- C. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
- D. "Efficiency kitchen" means a kitchen that includes all of the following:
 - 1. A cooking facility with appliances.
 - 2. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.
- E. "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:
 - 1. It is no more than 500 square feet of interior livable space in size.

2. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 3. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
 4. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 5. It includes an efficiency kitchen, as defined in subsection (D) above.
- F. "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
 - G. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
 - H. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
 - I. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
 - J. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
 - K. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
 - L. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

17.28.040 Approvals.

- A. The following approvals apply to ADUs and JADUs created under this Chapter:
 1. Ministerial ADU and Building Permits Required. Every ADU and JADU requires an ADU permit and a building permit. The City will review and approve permit applications in accordance with subsection (A)(3) below.
 2. Processing Fee. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, 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 or other City employee as determined or designated by the City Manager and approved by the City Council by resolution.
 3. Process and Timing.
 - (a) Completeness.
 - (i) Determination in 15 days. The City will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the City receives the application submittal.
 - (ii) Incomplete items. If the City's determination under subsection (A)(3)(a)(i) above is that the application is incomplete, the City's notice must list the incomplete items and describe how the application can be made complete.

- (iii) Cure. After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the City to be incomplete.
 - (iv) Subsequent submittals. If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the City will determine in writing whether the additional information remedies all the incomplete items that the City identified in its original notice. The City may not require the application to include an item that was not included in the original notice.
 - (v) Deemed complete. If the City does not make a timely determination as required by this subsection (a), the application or resubmitted application is deemed complete for the purposes of subsection (A)(3)(c) below.
 - (vi) Appeal of incompleteness. An applicant may appeal the City's determination that the application is incomplete by submitting a written appeal to the City Clerk. The Planning Commission will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.
- (b) No discretion or hearing. Ministerial permits for an ADU or JADU are considered and approved without discretionary review or a hearing.
 - (c) Deadline to approval or deny ministerial approvals. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a complete application. If the City has not approved or denied the complete application within 60 days, the application is deemed approved unless either:
 - (i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - (ii) When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
 - (d) Denial. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (A)(3)(c) above.
 - (e) Appeal of denial. An applicant may appeal the City's denial of the application by submitting a written appeal to the City Clerk. The Planning Commission will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.
 - (f) Concurrent review of demolition. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

B. Classes.

1. Class 1: Statutorily Regulated. Class 1 ADUs and JADUs are approved under Government Code Section 66323. If an ADU or JADU complies with each of the general requirements in Section 17.28.050, it is allowed in each of the scenarios provided in this subsection (B)(1). An ADU and JADU approved under subsection (B)(1)(a) may be combined with an ADU approved under subsection (B)(1)(b), and ADUs approved under subsection (B)(1)(c) may be combined with ADUs approved under subsection (B)(1)(d).

- (a) Converted on Lot with Single-Family: One ADU as described in this subsection (B)(1)(a) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - (ii) Has exterior access that is independent of that for the single-family dwelling; and
 - (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - (iv) The JADU complies with the requirements of Government Code Sections 66333 through 66339.
 - (b) Limited Detached Lot with Single-Family: One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling, if the detached ADU satisfies each of the following limitations:
 - (i) The side- and rear-yard setbacks are at least four feet.
 - (ii) The total floor area is 800 square feet of livable space or smaller.
 - (iii) The peak height above grade does not exceed the applicable height limit in subsection 17.28.050(B) below.
 - (c) Converted on Lot with Multifamily: One or more 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, if each converted ADU complies with state building standards for dwellings. Under this subsection (B)(1)(c), at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to twenty-five percent of the existing multifamily dwelling units.
 - (d) Limited Detached on Lot with Multifamily: No more than two detached ADUs on a lot with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:
 - (i) The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - (ii) The peak height above grade does not exceed the applicable height limit provided in Section 17.28.050(B) below.
 - (iii) If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.
2. Class 2: Locally Regulated. Class 2 ADUs are approved under Government Code Sections 66314–66322. Except for Class 1 ADUs approved under subsection (B)(1) above, all ADUs are subject to the standards set forth in Sections 17.28.050 and 17.28.060 below.

17.28.050 General ADU and JADU requirements.

The following requirements apply to all Class 1 and Class 2 ADUs and:

A. Zoning.

- 1. A Class 1 ADU approved under subsection 17.28.040(B)(1) may be created on a lot in a residential or mixed-use zone.

2. A Class 2 ADU approved under subsection 17.28.040(B)(2) may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.
 3. In accordance with Government Code Section 66333(a), a JADU may only be created on a lot zoned for single-family residences.
- B. Height.
1. Except as otherwise provided by subsections (B)(2) and (B)(3) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed sixteen feet in height.
 2. A detached ADU may be up to eighteen feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of twenty feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
 3. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed eighteen feet in height.
 4. An ADU that is attached to the primary dwelling may not exceed twenty-five feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (B)(4) may not exceed two stories.
 5. For purposes of this subsection (B), height is measured from existing legal grade or the level of the lowest floor, whichever is lower, to the peak of the structure.
- C. Fire Sprinklers.
1. Fire sprinklers are required in an ADU or JADU if sprinklers are required in the primary residence.
 2. The construction of an ADU or JADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- D. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
- E. No Separate Conveyance. An ADU or JADU may be rented, but, except as otherwise provided in Government Code Section 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
- F. 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 ten years.
- G. Owner Occupancy.
1. ADUs are not subject to an owner-occupancy requirement.
 2. JADUs.
 - (a) Generally. As required by state law, all JADUs are generally subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence.
 - (b) Exceptions. The owner-occupancy requirement in this subsection (G)(2) does not apply in either of the following situations:

- (i) The JADU has separate sanitation facilities (i.e., does not share sanitation facilities with the existing primary dwelling unit structure).
 - (ii) The property is entirely owned by another governmental agency, land trust, or housing organization.
- H. Deed Restriction. Prior to issuance of a certificate of occupancy for a JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director or other City employee as determined or designated by the City Manager. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
 - 1. The JADU may not be sold separately from the primary dwelling.
 - 2. The JADU is restricted to the approved size and to other attributes allowed by this Chapter.
 - 3. The deed restriction runs with the land and may be enforced against future property owners.
 - 4. The deed restriction may be removed if the owner eliminates the JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director or other City employee as determined or designated by the City Manager, providing evidence that the JADU has in fact been eliminated. The Director or other City employee as determined or designated by the City Manager may then determine whether the evidence supports the claim that the JADU has been eliminated. Appeal may be taken from the Director's or other City employee as determined or designated by the City Manager determination consistent with other provisions of this code. If the JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.
 - 5. The deed restriction is enforceable by the director or other City employee as determined or designated by the City Manager for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the JADU in violation of the recorded restrictions or abatement of the illegal unit.
- I. Building & Safety.
 - 1. Must Comply with Building Code. Subject to subsection (I)(2) below, all ADUs and JADUs must comply with all local building code requirements.
 - 2. No Change of Occupancy. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the Building Official or Code Enforcement Officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (I)(2) prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this Chapter.
- J. Certificate of Occupancy Timing.
 - 1. Generally. No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.
 - 2. Limited Exception for State-declared Emergencies. Notwithstanding subsection (J)(1) above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:
 - (a) The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.

- (b) The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.
- (c) The ADU has been issued construction permits and has passed all required inspections.
- (d) The ADU is not attached to the primary dwelling.

17.28.060 Specific ADU requirements.

The following requirements apply only to Class 2 ADUs approved under subsection 17.28.040(B)(2) above:

- A. Maximum Size.
 - 1. The maximum size of a detached or attached ADU subject to this Section 17.28.060 is 850 square feet of interior livable space for a studio or one-bedroom unit and 1,000 square feet for a unit of interior livable space with two or more bedrooms.
 - 2. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
 - 3. Application of other development standards in this Section 17.28.060, such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection (A)(2) above or of an FAR, front setback, lot coverage limit, or open-space requirement may require the ADU to be less than 800 square feet.
- B. Floor Area Ratio (FAR). No ADU subject to this Section 17.28.060 may cause the total FAR of the lot to exceed 45 percent, subject to subsection (A)(3) above.
- C. Setbacks.
 - 1. ADUs that are subject to this Section 17.28.060 must conform to four-foot side and rear setbacks.
 - 2. ADUs that are subject to this Section 17.28.060 must conform to 30-foot front setbacks, subject to subsection (A)(3) above.
 - 3. No setback is required for an ADU that is subject to this Section 17.28.060 if the ADU is constructed in the same location and to the same dimensions as an existing structure.
- D. Lot Coverage. No ADU subject to this Section 17.28.060 may cause the total lot coverage of the lot to exceed 50 percent, subject to subsection (A)(3) above.
- E. Minimum Open Space. No ADU subject to this Section 17.28.060 may cause the total percentage of open space of the lot to fall below 50 percent, subject to subsection (A)(3) above.
- F. Passageway. No passageway, as defined by Section 17.28.030(I) above, is required for an ADU.
- G. Parking.
 - 1. Generally. One off-street parking space is required for each ADU or bedroom, whichever is less. The parking space may be provided in setback areas or as tandem parking, as defined by subsection 17.28.030(L).
 - 2. Exceptions. No parking under subsection (G)(1) is required in the following situations:
 - (a) The ADU is located within one-half mile walking distance of public transit, as defined in Section 17.28.030(K).
 - (b) The ADU is located within an architecturally and historically significant historic district.
 - (c) The ADU is part of the proposed or existing primary residence or an accessory structure.
 - (d) When on-street parking permits are required but not offered to the occupant of the ADU.

- (e) When there is an established car share vehicle stop located within one block of the ADU.
 - (f) When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (G)(2)(a) through (e) above.
- 3. No Replacement. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- H. Architectural Requirements.
 - 1. The materials and colors of the exterior walls, roof, and windows and doors must be the same as those of the primary dwelling.
 - 2. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
 - 3. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
 - 4. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
 - 5. The interior horizontal dimensions of an ADU must be at least ten feet wide in every direction, with a minimum interior wall height of seven feet.
 - 6. No window or door of the ADU may have a direct line of sight to an adjoining residential property. Each window and door must either be located where there is no direct line of sight or screened using fencing, landscaping, or privacy glass to prevent a direct line of sight.
 - 7. All windows and doors in an ADU less than thirty feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.
- I. Historical Protections. An ADU that is on or within six hundred feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.
- J. Allowed Stories. No ADU subject to this Section 17.28.060 may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subsection 17.28.050(B)(4).

17.28.070 Fees.

The following requirements apply to all Class 1 ADUs and JADUs and Class 2 ADUs that are approved under subsections 17.28.040(B)(1) or 17.28.040(B)(2) above.

- A. Impact Fees.
 - 1. No impact fee is required for a JADU or for an ADU that is less than 750 square feet of interior livable space in size. For purposes of this subsection (A), "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.
 - 2. A JADU or ADU with less than 500 square feet of interior livable space does not increase assessable space by 500 square feet for purposes of Education Code Section 17620(a)(1)(C), and is therefore not subject to school fees under Education Code section 17620.
 - 3. Any impact fee that is required for an ADU that has 750 square feet or more of interior livable space must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

B. Utility Fees.

1. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
2. Except as described in subsection (B)(1), JADUs and converted ADUs on a single-family lot that are created under subsection (B)(1)(a) are not required to have a new or separate utility connection directly between the JADU or ADU and the utility. Nor is a connection fee or capacity charge required. Notwithstanding the rest of this paragraph, a direct utility connection is required for separate conveyance of an ADU when separate conveyance is allowed under this code.
3. Except as described in subsection (B)(1), all ADUs that are not covered by subsection (B)(2), require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the City. All utilities that are not provided by the City are subject to the connection and fee requirements of the utility provider.
 - (a) The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - (b) The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

17.28.080 Nonconforming zoning code conditions, building code violations, and unpermitted structures.

- A. Generally. The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
- B. Unpermitted ADUs and JADUs constructed before 2020.
 1. Permit to Legalize. As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:
 - (a) The ADU or JADU violates applicable building standards, or
 - (b) The ADU or JADU does not comply with state ADU or JADU law or this ADU ordinance (Chapter 17.28).
 2. Exceptions:
 - (a) Notwithstanding subsection (B)(1), the City may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the City makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code Section 17920.3.
 - (b) Subsection (B)(1) does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code Section 17920.3.

17.28.090 Nonconforming ADUs and discretionary approval.

Any proposed ADU or JADU that would otherwise be allowed under this Chapter but that does not conform to the objective design or development standards set forth in Section 17.28.010 through 17.28.080 of this Chapter may be allowed by the City with a conditional use permit, in accordance with the other provisions of this title.

17.28.100 Parcels Created Under Government Code Section 66499.41.

Notwithstanding anything to the contrary set forth in this Chapter, no ADU or JADU may be created on a parcel resulting from a subdivision under Government Code section 66499.41. (Gov. Code, § 66499.41(g).)

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

I, Christian Horvath, City Clerk of the City of Rolling Hills, California, do hereby certify that the foregoing Ordinance No. 388 was adopted at a regular meeting of the City Council of the City of Rolling Hills held on the 9th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christian Horvath
City Clerk

EXHIBIT "B"

Chapter 17.28

ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

(Note: additions are noted in underline, and deletions in ~~striketrough~~)

Sections:

17.28.010 Purpose.

The purpose of this ~~Chapter section~~ is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code.

17.28.020 Effect of conforming.

An ADU or JADU that conforms to the standards in this ~~Chapter section~~ will not be:

- A. Deemed to be inconsistent with the City's general plan and zoning designation for the lot on which the ADU or JADU is located.
- B. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
- C. Considered in the application of any local ordinance, policy, or program to limit residential growth.
- D. Required to correct a nonconforming zoning condition, as defined in subsection 17.28.030(H) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code ~~section~~Section 17980.12.

17.28.030 Definitions.

As used in this ~~Chapter section~~, terms are defined as follows:

- A. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - 1. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - 2. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
- B. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
- C. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
- D. "Efficiency kitchen" means a kitchen that includes all of the following:
 - 1. A cooking facility with appliances.
 - 2. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.
- E. "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:
 - 1. It is no more than ~~five hundred~~ 500 square feet of interior livable space in size.

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2. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 3. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
 4. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 5. It includes an efficiency kitchen, as defined in subsection ~~17.28.030~~ (D) above.
- F. "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
- G. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- H. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
- I. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- J. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- K. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- L. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

17.28.040 Approvals.

- A. The following approvals apply to ADUs and JADUs created under this ~~Chapter~~section:
1. Ministerial ADU and Building Permits Required. Every ADU and JADU requires an ADU permit and a building permit. The City will review and approve permit applications in accordance with subsection (A)(3) below.
 2. Processing Fee. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, 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 or other City employee as determined or designated by the City Manager and approved by the City Council by resolution.
 3. Process and Timing.
 - (a) Completeness.
 - (i) Determination in 15 days. The City will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the City receives the application submittal.
 - (ii) Incomplete items. If the City's determination under subsection (A)(3)(a)(i) above is that the application is incomplete, the City's notice must list the incomplete items and describe how the application can be made complete.

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- (iii) Cure. After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the City to be incomplete.
 - (iv) Subsequent submittals. If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the City will determine in writing whether the additional information remedies all the incomplete items that the City identified in its original notice. The City may not require the application to include an item that was not included in the original notice.
 - (v) Deemed complete. If the City does not make a timely determination as required by this subsection (a), the application or resubmitted application is deemed complete for the purposes of subsection (A)(3)(c) below.
 - (vi) Appeal of incompleteness. An applicant may appeal the City's determination that the application is incomplete by submitting a written appeal to the City Clerk. The Planning Commission will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.
 - (b) No discretion or hearing. Ministerial permits for an ADU or JADU are considered and approved without discretionary review or a hearing.
 - (c) Deadline to approval or deny ministerial approvals. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a complete application. If the City has not approved or denied the complete application within 60 days, the application is deemed approved unless either:
 - (i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - (ii) When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
 - (d) Denial. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (A)(3)(c) above.
 - (e) Appeal of denial. An applicant may appeal the City's denial of the application by submitting a written appeal to the City Clerk. The Planning Commission will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.
 - (f) Concurrent review of demolition. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

B. Classes.

1. Class 1: Statutorily Regulated. Class 1 ADUs and JADUs are approved under Government Code Section 66323. If an ADU or JADU complies with each of the general requirements in Section 17.28.050, it is allowed in each of the scenarios provided in this subsection (B)(1). An ADU and JADU approved under subsection (B)(1)(a) may be combined with an ADU approved under subsection (B)(1)(b), and ADUs approved under subsection (B)(1)(c) may be combined with ADUs approved under subsection (B)(1)(d).

A. ~~Building Permit Only. If an ADU or JADU complies with each of the general requirements in Section 17.28.050 below, it is allowed with only a building permit in the following scenarios:~~

- ~~1.(a)~~ Converted on Single-family Lot with Single-Family: One ADU as described in this subsection ~~(A)(1)(B)(1)(a)~~ and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - ~~(a)(i)~~ (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to ~~one hundred fifty~~ 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - ~~(b)(ii)~~ (ii) Has exterior access that is independent of that for the single-family dwelling; and
 - ~~(c)(iii)~~ (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - ~~(d)(iv)~~ (iv) The JADU complies with the requirements of Government Code ~~sections~~ Sections 66333 through 66339.
- ~~2.(b)~~ Limited Detached on Single-family Lot with Single-Family: One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling ~~(in addition to any JADU that might otherwise be established on the lot under subsection (A)(1) above)~~, if the detached ADU satisfies each of the following limitations:
 - ~~(a)(i)~~ (i) The side- and rear-yard setbacks are at least four feet.
 - ~~(b)(ii)~~ (ii) The total floor area is ~~eight hundred~~ 800 square feet of livable space or smaller.
 - ~~(c)(iii)~~ (iii) The peak height above grade does not exceed the applicable height limit in subsection 17.28.050(B) below.
- ~~3.(c)~~ Converted on Multifamily Lot with Multifamily: One or more 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, if each converted ADU complies with state building standards for dwellings. Under this subsection ~~(A)(3)(B)(1)(c)~~, at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to twenty-five percent of the existing multifamily dwelling units.
- ~~4.(d)~~ Limited Detached on Multifamily Lot with Multifamily: No more than two detached ADUs on a lot with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:
 - ~~(a)(i)~~ (i) The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ~~(b)(ii)~~ (ii) The peak height above grade does not exceed the applicable height limit provided in ~~subsection~~ Section 17.28.050(B) below.
 - ~~(c)(iii)~~ (iii) If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

2. Class 2: Locally Regulated. Class 2 ADUs are approved under Government Code Sections 66314–66322. Except for Class 1 ADUs approved under subsection (B)(1) above, all ADUs are subject to the standards set forth in Sections 17.28.050 and 17.28.060 below.

B. ~~ADU Permit.~~

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1. ~~Except as allowed under subsection 17.28.040(A) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in Sections 17.28.050 and 17.28.060 below.~~
 2. ~~The City may charge a fee to reimburse it for costs incurred in processing ADU permits, 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 or other City employee as determined or designated by the City Manager and approved by the City Council by resolution.~~

C. ~~Process and Timing.~~

1. ~~An ADU permit is considered and approved ministerially, without discretionary review or a hearing.~~
2. ~~The City must approve or deny an application to create an ADU or JADU within sixty days from the date that the City receives a completed application. If the City has not approved or denied the completed application within sixty days, the application is deemed approved unless either:~~
 - (a) ~~The applicant requests a delay, in which case the sixty-day time period is tolled for the period of the requested delay, or~~
 - (b) ~~When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.~~
3. ~~If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the sixty-day time period established by subsection 17.28.040(C)(2) above.~~
4. ~~A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.~~

17.28.050 General ADU and JADU requirements.

The following requirements apply to all Class 1 and Class 2 ADUs and JADUs ~~that are approved under subsections 17.28.040 (A) or (B) above:~~

A. Zoning.

1. ~~An~~ A Class 1 ADU subject only to a building permit approved under subsection 17.28.040(A)(B)(1) ~~above~~ may be created on a lot in a residential or mixed-use zone.
2. ~~An~~ A Class 2 ADU subject to an ADU permit approved under subsection 17.28.040(B)(2) ~~above~~ may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.
3. In accordance with Government Code Section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

B. Height.

1. Except as otherwise provided by subsections (B)(2) and (B)(3) below, a detached ADU created on a lot with an existing or proposed single-family or multifamily dwelling unit may not exceed sixteen feet in height.

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2. A detached ADU may be up to eighteen feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of twenty feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
 3. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed eighteen feet in height.
 4. An ADU that is attached to the primary dwelling may not exceed twenty-five feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (B)(4) may not exceed two stories.
 5. For purposes of this subsection (B), height is measured from existing legal grade or the level of the lowest floor, whichever is lower, to the peak of the structure.
- C. Fire Sprinklers.
1. Fire sprinklers are required in an ADU or JADU if sprinklers are required in the primary residence.
 2. The construction of an ADU or JADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- D. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30~~thirty~~ days. This prohibition applies regardless of when the ADU or JADU was created.
- E. No Separate Conveyance. An ADU or JADU may be rented, but, except as otherwise provided in Government Code Section 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
- F. 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 ten years.
- G. Owner Occupancy.
1. ADUs ~~created under this section on or after January 1, 2020~~ are not subject to an owner-occupancy requirement.
 2. JADUs.
 - (a) Generally. As required by state law, ~~all~~ JADUs are generally subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. ~~However, the owner-occupancy requirement in this subsection (G)(2) does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.~~
 - (b) Exceptions. The owner-occupancy requirement in this subsection (G)(2) does not apply in either of the following situations:
 - (i) The JADU has separate sanitation facilities (i.e., does not share sanitation facilities with the existing primary dwelling unit structure).
 - (ii) The property is entirely owned by another governmental agency, land trust, or housing organization.

-
- H. Deed Restriction. Prior to issuance of a certificate of occupancy for an ADU or a JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director or other City employee as determined or designated by the City Manager. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
1. ~~Except as otherwise provided in Government Code Section 66341, the ADU or~~ The JADU may not be sold separately from the primary dwelling.
 2. The ADU or JADU is restricted to the approved size and to other attributes allowed by this ~~section~~ Chapter.
 3. The deed restriction runs with the land and may be enforced against future property owners.
 4. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director or other City employee as determined or designated by the City Manager, providing evidence that the ADU or JADU has in fact been eliminated. The Director or other City employee as determined or designated by the City Manager may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's or other City employee as determined or designated by the City Manager determination consistent with other provisions of this code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.
 5. The deed restriction is enforceable by the director or other City employee as determined or designated by the City Manager for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.
- ~~I. Occupancy Reporting. With a building permit application, the applicant must provide the City the applicant's intention regarding the occupancy plans for the ADU or JADU. Within ninety days after each January 1 following issuance of the building permit, the owner must report whether or not the ADU or JADU was occupied by a tenant during the prior year.~~
- ~~I.J. Building & Safety.~~
1. Must Comply with Building Code. Subject to subsection ~~(J)(2)(I)(2)~~ below, all ADUs and JADUs must comply with all local building code requirements.
 2. No Change of Occupancy. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the Building Official or Code Enforcement Officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection ~~(J)(2)(I)(2)~~ prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this ~~section~~ Chapter.
- J. Certificate of Occupancy Timing.
1. Generally. No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.
-

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2. Limited Exception for State-declared Emergencies. Notwithstanding subsection (J)(1) above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:
- (a) The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.
 - (b) The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.
 - (c) The ADU has been issued construction permits and has passed all required inspections.
 - (d) The ADU is not attached to the primary dwelling.

17.28.060 Specific ADU requirements.

The following requirements apply only to Class 2 ADUs that require an ADU permit approved under subsection 17.28.040(B)(2) above:

- A. Maximum Size.
 - 1. The maximum size of a detached or attached ADU subject to this Section 17.28.060 is ~~eight hundred fifty~~ 850 square feet of interior livable space for a studio or one-bedroom unit and ~~1,000 one thousand~~ square feet for a unit of interior livable space with two or more bedrooms.
 - 2. An attached ADU that is created on a lot with an existing primary dwelling is further limited to ~~50~~ fifty percent of the floor area of the existing primary dwelling.
 - 3. Application of other development standards in this Section 17.28.060, such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection (A)(2) above or of an FAR, front setback, lot coverage limit, or open-space requirement may require the ADU to be less than ~~eight hundred~~ 800 square feet.
- B. Floor Area Ratio (FAR). No ADU subject to this Section 17.28.060 may cause the total FAR of the lot to exceed ~~forty-five~~ 45 percent, subject to subsection (A)(3) above.
- C. Setbacks.
 - 1. ADUs that are subject to this Section 17.28.060 must conform to four-foot side and rear setbacks.
 - 2. ADUs that are subject to this Section 17.28.060 must conform to ~~30~~ thirty-foot front setbacks, subject to subsection (A)(3) above.
 - 3. No setback is required for an ADU that is subject to this Section 17.28.060 if the ADU is constructed in the same location and to the same dimensions as an existing structure.
- D. Lot Coverage. No ADU subject to this Section 17.28.060 may cause the total lot coverage of the lot to exceed ~~fifty~~ 50 percent, subject to subsection (A)(3) above.
- E. Minimum Open Space. No ADU subject to this Section 17.28.060 may cause the total percentage of open space of the lot to fall below ~~fifty~~ 50 percent, subject to subsection (A)(3) above.
- F. Passageway. No passageway, as defined by Section 17.28.030(I) above, is required for an ADU.
- G. Parking.
 - 1. Generally. One off-street parking space is required for each ADU or bedroom, whichever is less. The parking space may be provided in setback areas or as tandem parking, as defined by subsection Section 17.28.030(L) above.
 - 2. Exceptions. No parking under subsection ~~17.28.060~~ (G)(1) is required in the following situations:

-
- (a) The ADU is located within one-half mile walking distance of public transit, as defined in Section 17.28.030(K) ~~above~~.
 - (b) The ADU is located within an architecturally and historically significant historic district.
 - (c) The ADU is part of the proposed or existing primary residence or an accessory structure ~~under subsection 17.28.040(A)(1) above~~.
 - (d) When on-street parking permits are required but not offered to the occupant of the ADU.
 - (e) When there is an established car share vehicle stop located within one block of the ADU.
 - (f) When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (G)(2)(a) through (e) above.
3. No Replacement. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- H. Architectural Requirements.
1. The materials and colors of the exterior walls, roof, and windows and doors must be the same as those of the primary dwelling.
 2. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
 3. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
 4. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
 5. The interior horizontal dimensions of an ADU must be at least ten feet wide in every direction, with a minimum interior wall height of seven feet.
 6. No window or door of the ADU may have a direct line of sight to an adjoining residential property. Each window and door must either be located where there is no direct line of sight or screened using fencing, landscaping, or privacy glass to prevent a direct line of sight.
 7. All windows and doors in an ADU less than thirty feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.
- I. Historical Protections. An ADU that is on or within six hundred feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.
- J. Allowed Stories. No ADU subject to this Section 17.28.060 may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subsection 17.28.050(B)(4).

17.28.070 Fees.

The following requirements apply to all Class 1 ADUs and JADUs and Class 2 ADUs that are approved under subsections 17.28.040(A)(B)(1) or 17.28.040(B)(2) above.

A. Impact Fees.

1. No impact fee is required for a JADU or for an ADU that is less than ~~seven hundred fifty~~ 750 square feet of interior livable space in size. For purposes of this ~~Section~~ subsection 17.28.070(A), "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act

(Gov. Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

2. A JADU or ADU with less than 500 square feet of interior livable space does not increase assessable space by 500 square feet for purposes of Education Code Section 17620(a)(1)(C), and is therefore not subject to school fees under Education Code section 17620.
23. Any impact fee that is required for an ADU that is ~~has seven hundred fifty~~ 750 square feet or larger in size ~~more of interior livable space~~ must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

B. Utility Fees.

1. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
2. Except as described in subsection ~~17-28.070~~(B)(1), JADUs and converted ADUs on a single-family lot that are created under subsection (B)(1)(a) are not required to have a new or separate utility connection directly between the JADU or ADU and the utility. Nor is a connection fee or capacity charge required. Notwithstanding the rest of this paragraph, a direct utility connection is required for separate conveyance of an ADU when separate conveyance is allowed under this code.
3. Except as described in subsection ~~17-28.070~~(B)(1), all ADUs that are not covered by subsection ~~17-28.070~~(B)(2), require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the City. All utilities that are not provided by the City are subject to the connection and fee requirements of the utility provider.
 - (a) The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - (b) The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

17.28.080 Nonconforming zoning code conditions, building code violations, and unpermitted structures.

- A. Generally. The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
- B. Unpermitted ADUs and JADUs constructed before 2020.
 1. Permit to Legalize. As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:
 - (a) The ADU or JADU violates applicable building standards, or
 - (b) The ADU or JADU does not comply with state ADU or JADU law or this ADU ordinance (Chapter 17.28).
 2. Exceptions:
 - (a) Notwithstanding subsection ~~17-28.080~~(B)(1), the City may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the City makes a

finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code Section 17920.3.

- (b) Subsection ~~17.28.080~~(B)(1) does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code Section 17920.3.

17.28.090 Nonconforming ADUs and discretionary approval.

Any proposed ADU or JADU that would otherwise be allowed under this ~~section~~ Chapter but that does not conform to the objective design or development standards set forth in Section 17.28.010 through 17.28.080 of this ~~chapter~~ Chapter may be allowed by the City with a conditional use permit, in accordance with the other provisions of this title.

17.28.100 Parcels Created Under Government Code Section 66499.41.

Notwithstanding anything to the contrary set forth in this Chapter, no ADU or JADU may be created on a parcel resulting from a subdivision under Government Code section 66499.41. (Gov. Code, § 66499.41(g).)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.A.

Meeting Date: 11/24/2025

To: City Council
From: Samantha Crew, Management Analyst
Thru: Karina Bañales, City Manager
Subject: Receive and File the Annual Municipal Stormwater Report for Fiscal Year 2024-25

Background:

The municipal stormwater permit requires that each city submit an individual annual report, no later than December 15 of each year, covering the preceding July 1 to June 30 reporting year, using the annual report form provided by the Los Angeles Regional Water Quality Control Board (LA Water Board). Each City or Permittee is required to report on its expenditures, funding sources, and progress on implementing the following programs: Non-Stormwater Discharge Prohibitions, Minimum Control Measures, the Non-Stormwater Outfall-Based Screening and Monitoring Program, Trash TMDLs, and Trash Discharge Prohibitions.

On October 19, 2022, the City received conditional approval to participate in the Palos Verdes Peninsula Watershed Management Program (PVP WMP) as an 85th%, 24-hour stormwater retention area, and is receiving deemed compliance with final WQBELs and receiving water limitations by demonstrating through flow monitoring in the Sepulveda Canyon that its natural canyon drainage system is can retain all conditionally exempt, non-essential non-stormwater and stormwater runoff up to and including the volume equivalent to the 85th percentile, 24-hour rain event for its drainage areas tributary to Machado Lake as provided for in Order R4-2021-0105 Part X.B.2.b.iii. The City is also implementing its required actions and schedules in the approved PVP WMP in accordance with the conditions of approval.

Discussion:

On November 4, 2025, the Los Angeles Regional Water Quality Control Board issued a memorandum to Permittees, which includes the City of Rolling Hills, outlining how the individual annual report for the 2024-25 reporting year should be structured to reflect the provisions of the permit and the deemed compliance status of pollutant limitations in the approved Watershed Management Programs. That memo includes additional guidance to assist in the understanding of requirements and to facilitate improved reporting. The City's deemed compliance, based on the retention of the 85th percentile, 24-hour rainfall runoff, reduces the City's reporting burden for demonstrating compliance.

The attached annual report (Attachment A) meets the City's obligation to prepare an annual report

detailing its municipal stormwater program implementation. The flow data for the 2024-25 rainy season in Sepulveda Canyon is attached to the report, as required by the conditions of deemed compliance. It will be finalized with supporting attachments and submitted to the LA Water Board by the December 15th deadline.

Additional Information

For reference, staff has included the City of Rolling Hills' timeline requirements under the Regional Stormwater Permit, as well as the Measure W reporting requirements under the Safe, Clean Water Municipal Program (Attachment B). This information is provided for context only and is important because it demonstrates the City's continued compliance with regulatory obligations, supports transparency in how staff and consultants coordinate this work, and assists the Council in understanding the workload and requirements associated with these mandates.

Fiscal Impact:

To date, McGowan Consulting has expended approximately \$9,300 toward preparation of the Annual Stormwater Report, which remains well within the allocated budget of \$10,700 under the existing Professional Services Agreement. Final costs are expected to increase slightly to complete the report, including coordinating final edits, obtaining the City Manager's signature, and submitting the report to the Los Angeles Regional Water Quality Control Board following City Council approval.

Total expenditures are anticipated to remain within the approved budget.

It's important to note that the City's Annual Reporting costs are not eligible for Measure W funding. Preparation of the Annual Stormwater Report is an ongoing requirement of the Municipal Separate Storm Sewer System (MS4) Permit and has been mandated since the initial stormwater permit issuance in the early 1990s. Only tasks considered new efforts for the City following the adoption of Measure W qualify for Measure W reimbursement; therefore, the work performed continues to be funded through the City's general stormwater program budget.

Recommendation:

Receive and file.

Attachments:

1. Attachment A - PW_STP_251124_AnnualStormwaterReport_FY2024-25_F
2. Attachment B RH_ReportingSchedule_2025-11-17 (1)

Regional Phase I MS4 NPDES Permit
Order No. R4-2021-0105
NPDES No. CAS004004

City of Rolling Hills Individual Annual Report
Reporting Year 2024-25

Sections 2-8 of this form include items to be reported individually by each Permittee for this reporting year unless otherwise indicated.

Permittee Name	City of Rolling Hills
Permittee Program Contact	Karina Bañales
Title	City Manager
Address	2 Portuguese Bend Road
City	Rolling Hills
Zip Code	90274
Phone	310-377-1521
Email	CBanales@CityofRH.net

List of Attachments	
ATTACHMENT A:	City Attorney Statement of Legal Authority
ATTACHMENT B:	Machado Lake Trash TMDL Reporting Form
Attachment C:	Santa Monica Bay Debris TMDL Reporting Form
Attachment D:	Sepulveda Canyon Continuous Flow Monitoring Data

2. Legal Authority and Certification

Complete the items on this page.

2.1 Answer the following questions on Legal Authority [Order – VI.B.2].

Question	Yes	No
Is there a current statement certified by the Permittee's chief legal counsel that the Permittee has the legal authority within its jurisdiction to implement and enforce each of the requirements contained in 40 CFR § 122.26(d)(2)(i)(A-F) and the Order?	☒	☐
Has the above statement been developed or updated within this reporting year? If yes, attach the updated legal authority statement to this report.	☒	☐

2.2 Complete the required certification below [Attachment D – V.B.5].

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of either a principal executive officer, ranking elected official, or by a duly authorized representative of a principal executive officer or ranking elected official. A person is a duly authorized representative only if:

- The authorization is made in writing by a principal executive officer or ranking elected official.
- The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)
- The written authorization is submitted to the Regional Board.

If an authorization of a duly authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization will be submitted to the Regional Board prior to or together with any reports, information, or applications, to be signed by an authorized representative.

Signature

Title City Manager

Date

3. Program Expenditures

Complete the following items in this section.

3.1 Source(s) of funds used in this reporting year, and proposed for the next reporting year, to meet necessary expenditures on the Permittee's stormwater management program [*Order – VI.C.2*].

The City funds implementation of the MS4 Permit and TMDL compliance primarily through its General Fund. The City is receiving approximately \$100,000 per year from the Safe Clean Water Program for its municipal stormwater program which addresses a portion of the stormwater program costs.

The City utilizes contract Building & Safety services for new and redevelopment plan checking, permitting, and construction site inspections. The contract building officials collect permit fees from developers that offset the cost of stormwater compliance review and inspection for development projects under the Planning and Land Development Program and the Development Construction Program – those costs and fees are not included in the following program expenditures.

3.2 Complete the table below on program expenditures for this reporting year [Attachment D – VII.A.5]. Enter “0” for any fields that do not apply.

Category		Capital Expenditures ¹	Land Costs	Personnel Cost [m]	Consultant (s) Cost	Overhead Costs	Construction Costs	Permit(s), Operation, and Maintenance (O&M) Costs	Total Expenditures for this Reporting Year	Program Budget for Next Reporting Year
(1) Program Management ² [a]		\$0	\$0	\$3,324	\$33,983	\$178	\$0	\$0	\$37,485	\$42,504
(2) NPDES MS4 Permit Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$7,279	\$7,279	\$7,279
(3) Minimum Control Measures (MCMs)	PIPP	\$0	\$0	\$532	\$14,758	\$0	\$0	\$0	\$15,290	\$18,632
	Industrial / Commercial Facilities Program [b]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Planning & Land Development Program ³ [c]	\$0	\$0	\$626	\$1,006	\$0	\$0	\$0	\$1,632	\$3,326
	Construction Program [d]	\$0	\$0	\$418	\$1,555	\$0	\$0	\$0	\$1,973	\$2,518
	Public Agency Activities Program [e]	\$0	\$0	\$399	\$4,455	\$0	\$0	\$59	\$4,913	\$6,799
	IDDE Program	\$0	\$0	\$266	\$1,769	\$0	\$0	\$0	\$2,035	\$3,466
	Additional Institutional BMPs / “Enhanced” MCMs [f]	\$0	\$0	\$5,581	\$0	\$0	\$0	\$0	\$5,581	\$6,000

¹ Exclude land costs.

² Including but not limited to program management plans, mail, legal support, travel, conferences, printing, producing manuals and handbooks, annual/semi-annual reporting, development and maintenance of any electronic databases required by this permit including GIS, and other non-labor costs.

³ Including but not limited to environmental review, development project approval and verification, and permitting and licensing costs specific to the provisions of the Order that are beyond the scope of a normal plan review, permitting, and inspection process.

Category		Capital Expenditures ¹	Land Costs	Personnel Cost [m]	Consultant (s) Cost	Overhead Costs	Construction Costs	Permit(s), Operation, and Maintenance (O&M) Costs	Total Expenditures for this Reporting Year	Program Budget for Next Reporting Year
(4) TMDL Implementation Plan / Watershed Management Program Development ⁴ [g]		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(5) Projects⁵	Distributed Projects and Green Streets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Regional Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Other Structural BMPs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(6) Trash Compliance	Trash TMDLs⁶ [h]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Discharge Prohibitions - Trash⁷ [i]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

⁴ Include costs for development and/or revision of Implementation Plans (e.g., TMDL Implementation Plan, Watershed Management Programs including Reasonable Assurance Analysis). Specify which plans these are in Section 3.3.

⁵ If a Permittee is implementing a project collaboratively, the Permittee should only include the portion of the project cost that it is assuming.

⁶ Includes full capture, partial capture, and institutional controls used to comply with trash TMDLs.

⁷ Includes full capture, partial capture, and institutional controls used to comply with Statewide Trash Provisions.

Category		Capital Expenditures ¹	Land Costs	Personnel Cost [m]	Consultant (s) Cost	Overhead Costs	Construction Costs	Permit(s), Operation, and Maintenance (O&M) Costs	Total Expenditures for this Reporting Year	Program Budget for Next Reporting Year
(7) Monitoring	Monitoring Plan Development ⁸ [j]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Outfall and Receiving Water Quality Monitoring [k]	\$0	\$0	\$0	\$84,108	\$2,997	\$0	\$0	\$87,105	\$81,165
	BMP Effectiveness Monitoring [l]	\$0	\$0	\$399	\$14,345	\$0	\$0	\$0	\$14,744	\$21,629
	Regional Studies ⁹	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Special Studies ¹⁰	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(8) Other ¹¹		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL		\$0	\$0	\$11,544	\$155,979	\$3,176	\$0	\$7,338	\$178,037	\$193,318

3.3 Additional Information: Please add any additional comments on stormwater expenditures below.

[a] Program Management costs shown do not include costs for developing and/or maintaining up-to-date information in electronic databases required by the Regional MS4 Permit, rather such costs are included with the specific MS4 Permit program the database supports.

[b] The City does not have any industrial or commercial facilities, so this category is not applicable.

[c] Costs for reviewing/approving LID plans for Priority Development Projects are covered by plan check permit fees and are not included in costs shown in Section/Table 3.2 because they cannot be separately tracked.

⁸ Includes costs to develop and/or revise monitoring plans (e.g., TMDL Monitoring Plan, IMP, CIMPs, non-stormwater screening and monitoring program). Specify which plans these are in Section 3.3.

⁹ Includes costs to comply with Part X (Regional Studies) of the Attachment E-MRP.

¹⁰ Includes costs to comply with Part XI (Special Studies) of the Attachment E-MRP.

¹¹ Enter costs in this table but specify what this "Other" category consists of in Section 3.3.

[d] Costs for inspection of active construction sites for effective stormwater BMPs and tracking of active construction projects in a database are covered by construction permit fees and are not included in the costs shown in Table 3.2 because they cannot be separately tracked.

[e] Public Agency Activities costs include the cost for staff training.

[f] Cost for enhanced MCMs includes cost for code enforcement staff time on wildfire prevention measures and enhanced construction oversight.

[g] While an adaptive management process for the PVP WMP will be conducted in FY2025-26, cost for that effort is covered under consulting services shown in the Program Management line item along with PVP WMG's monitoring consultant in-kind time not included in Table 3.2 above.

[h] Trash TMDL costs are included with BMP effectiveness monitoring as the City has met its waste load allocation and continues to demonstrate this by monitoring drainage canyons on an annual basis.

[i] The City is exempt from the Statewide Trash Provisions for areas outside of TMDL areas as it has no priority land uses.

[j] Work to update the Palos Verdes Peninsula CIMP was largely completed in FY22-23. Further revisions to address LA Water Board staff comments were not tracked separately and are included in the Outfall and Receiving Water Monitoring costs.

[k] Peninsula outfall and receiving water monitoring costs include the City's share of cost to implement the Palos Verdes Peninsula CIMP and the City's share of Greater Harbor Waters Toxics TMDL receiving water monitoring which is conducted under a separate MOU.

[l] BMP effectiveness monitoring line item includes costs for drainage canyon trash monitoring to demonstrate compliance with trash TMDLs and representative canyon flow monitoring to demonstrate effective retention of 85th%, 24-hour rainfall runoff per the approved Palos Verdes Peninsula WMP.

[m] Personnel costs are calculated in Table 3.2 using estimated City staff time on stormwater program implementation multiplied by their fully burdened rates, which include overhead and benefits. For FY25-26 budgeting, staff hours and rates were assumed to remain the same as FY24-25.

The City employs a very small staff, with one staff person assigned lead responsibility for implementation of the stormwater program. The City also retains a stormwater consulting firm to assist with MS4 Permit coordination, management, and implementation, including the City's share of watershed coordination and implementation efforts. During the reporting year, the City also contracted for code compliance assistance services to proactively identify and address non-compliant construction sites in the City as well as to identify and address dead or dying vegetation to proactively abate wildfire fuel.

4. Non-Stormwater Discharge Prohibitions [reporting period 9/11/21 – 6/30/22]**Complete the following items in this section.**

- 4.1 Provide an assessment of the effectiveness of the Permittee's control measures in effectively prohibiting non-stormwater discharges into the MS4 to the receiving water [Order – III.A].

Results of the City's Non-stormwater Screening and Monitoring Program have demonstrated that the City's non-stormwater control measures are effective. Additionally, continuous flow monitoring near the bottom of a representative natural drainage canyon in the City continues to document that non-stormwater discharges from the City into downstream MS4s have been effectively eliminated.

- 4.2 Describe sources of non-stormwater discharges determined to be a NPDES permitted discharge, a discharge subject to CERCLA, a conditionally exempt non-stormwater discharge, or entirely comprised of natural flows [Order - III.A.2].

No such non-stormwater discharges to the MS4 have been identified by the City.

- 4.3 Check all that apply [Order – III.A.4].

There has been non-stormwater discharge(s) to an ASBS	☐
The non-stormwater discharge(s) to the ASBS caused or contributed to an exceedance receiving water limitations, WQBELs, water quality objectives in Chapter II of the Ocean Plan, or an undesirable alteration in natural ocean water quality in an ASBS	☐
Additional BMPs were implemented to address the exceedances above	☐

- 4.4 If you had non-stormwater discharge(s) to an ASBS that caused or contributed to an exceedance receiving water limitations, WQBELs, water quality objectives in Chapter II of the Ocean Plan, or an undesirable alteration in natural ocean water quality in an ASBS, describe what additional BMPs were implemented to address these exceedances. How effective were those BMPs in addressing the exceedances? [Order - III.A.4.b]

Not applicable, the City does not discharge to an ASBS.

- 4.5 Did you develop and implement procedures to ensure that a discharger, if not a named Permittee in this Order, fulfilled the requirements of Part III.A.5.a.i-vi? If so, provide a link to where the procedures may be found or attach to this Annual Report [Order – III.A.5.a].

Given the City's entirely residential, semi-rural character with drainage consisting primarily of natural drainage courses, many of the provisions of Part III.A.5.a do not apply.

The City has developed and implements an Illicit Discharge Detection & Elimination Program to respond to reports of illicit discharges into the natural canyon drainage system. Additionally, with respect to the conditions for landscape irrigation using potable water, since 2010 the City has been applying water efficient landscape requirements to projects subject to discretionary review. On May 13, 2019, the City adopted its own [water efficient landscape ordinance](#) consistent with the amended statewide 2015 MWELO. During the reporting year four (4) landscape plans were submitted for review by the City for consistency with the City's water efficient landscape ordinance, and one (1) project was approved for installation. The City also disseminates educational material on [native and drought tolerant landscaping, water conservation, and water use restrictions](#) through the City's website and bi-weekly newsletter. Additionally, California Water Service, the retail water provider to all residents in the City, has instituted prohibitions on outdoor water use as described at: <https://drought.calwater.com/> which are consistent with the requirements for conditionally exempt non-stormwater discharges. The [City's Environmental Programs page](#) disseminates information on other types of conditionally exempt discharges that may occur from residential land uses with the City.

- 4.6 Did you organize and maintain records of all notifications, local permits, and non-stormwater discharges greater than 100,000 gallons in an electronic database? (Yes or No) [Order – III.A.5.b]

The City has not received notifications of non-stormwater discharges greater than 100,000 gallons since the effective date of the Permit but plans to do so if it is notified of such discharges in the future. Los Angeles County Flood Control District would be the more likely recipient of such notifications since it operates the MS4 infrastructure which receives discharges from the natural canyon drainage system in the City. The City does not issue local permits for conditionally exempt non-stormwater discharges.

- 4.7 Did you determine that any of the conditionally exempt non-stormwater discharges, with the exception of essential non-stormwater discharges, identified per Part III.A.5.c of the Order is a source of pollutants that causes or contributes to an exceedance of applicable receiving water limitations and/or water quality-based effluent limitations? If so, how many of the conditionally exempt non-stormwater discharges in Part III.A.3.b of the Order did you determine to be sources of pollutants that caused or contributed to an exceedance of receiving water limitations or WQBELs? If you made that determination, which type(s) of non-stormwater discharges in Part III.A.3.b were sources of pollutants? [Order – III.A.6]

No, the City has not identified any conditionally exempt non-stormwater discharges that have caused or contributed to an exceedance of applicable receiving water limitations or WQBELs.

4.8 If you answered yes to the question 4.7 above, check all that apply [*Order – III.A.6*].

Effectively prohibit the non-stormwater discharge into the MS4	☐
Impose conditions in addition to those in Table 5 of the Order, subject to approval by the Los Angeles Water Board Executive Officer, on the non-stormwater discharge such that it will not be a source of pollutants	☐
Require diversion of the non-stormwater discharge to the sanitary sewer	☐
Require treatment of the non-stormwater discharge prior to discharge to the receiving water	☐

5. Non-Stormwater Outfall Screening and Monitoring [reporting period 9/11/21 – 6/30/22]

Complete the following items in this section.

5.1 Complete the tables below regarding your Non-Stormwater Outfall-Based Screening and Monitoring Program [Attachment E – VII].

Receiving Water	No. of Outfalls within your Jurisdiction	No. of Outfalls Screened during this Reporting Year	No. of Screening Events During This Reporting Year	Outfalls with Significant Non-Stormwater Discharges ¹²			
				Total Confirmed	Total Abated	Total Attributed to Allowable Sources ¹³	Total Being Monitored
Machado Lake	0	0	Continuous flow monitoring*	0	NA	NA	0
LA Harbor	0	0	0	0	NA	NA	0
Santa Monica Bay	0	0	0	0	NA	NA	0
Total	0**	0	0	0	NA	NA	0
* Sepulveda Canyon continuous flow monitoring documents the absence of non-stormwater flow from Rolling Hills to the MS4, however it is not an MS4 outfall. **There are no major outfalls located within the City of Rolling Hills identified in the Peninsula CIMP Non-Stormwater Outfall Screening and Monitoring program.							

Method of Abatement	Total No.
Low Flow Diversion (LFD)	N/A
Illicit Discharges Eliminated	N/A
NPDES Permitted	N/A
Retention	N/A
Discharge No Longer Observed	N/A
Other (describe in Section 5.3)	NA

¹² “Significant Non-Stormwater Discharges” as identified by the Permittee per Part VII.B of the Attachment E - MRP.

¹³ “Allowable Sources” refers to the discharges exempt from the Prohibition of Non-Stormwater Discharges listed in Part III.A.2 of the Order.

- 5.2 Los Angeles County Permittees: Did you consider dry weather receiving water monitoring data downstream of the outfalls and other relevant information to determine if re-screening is necessary for any of the previously screened outfalls that did not have significant non-stormwater discharge? If so, explain how many outfalls require re-screening and when re-screening will be completed. If applicable, describe any changes made to the program [Attachment E – VII.D.2].

The Peninsula WMG regularly evaluates dry weather receiving water monitoring data in the Santa Monica Bay, Machado Lake, and the Los Angeles Harbor waters to which the group is tributary. The non-stormwater outfall-based screening and monitoring program was re-assessed during the update of the CIMP required by the 2021 Regional MS4 Permit and re-screening was recommended in the LA Harbor watershed to further help understand the runoff characteristics and potential impact of NSW from Peninsula CIMP Area outfalls on Cabrillo Marina water quality. Results of the outfall screening conducted in the LA Harbor watershed is being reported with the PVP annual monitoring report. Analysis of dry weather receiving water monitoring during the reporting year is included in the Palos Verdes Peninsula Watershed Annual Monitoring Report.

The City of Rolling Hills Individual Non-Storm Water Screening and Monitoring Program conducted under the 2012 LA MS4 Permit (NSW Screening & Monitoring Program) has been incorporated into the Palos Verdes Peninsula CIMP Non-Stormwater Outfall Screening and Monitoring program consistent with LA Water Board staff direction and approval of the revised Peninsula CIMP on November 14, 2024. None of the canyon screening sites from the previous Rolling Hills Individual NSW Screening and Monitoring Program are considered to be MS4 outfalls, therefore they will only be screened for source tracking purposes from a downstream MS4 outfall, if necessary.

- 5.3 Additional Information. If desired, provide additional information regarding Non-Stormwater Outfall Screening and Monitoring.

The City has been conducting flow monitoring in a representative natural drainage canyon, the largest tributary canyon within the Machado Lake Watershed area of the City. The Sepulveda Canyon flow monitoring has documented the absence of non-stormwater discharges to the MS4.

6. Minimum Control Measures [reporting period 3/12/22 – 6/30/22]

Complete the following items in this section.

6.1 General Provisions [Order – VIII.A.3]

Did you train all your employees in targeted positions (whose interactions, jobs, and activities affect stormwater quality) on the requirements of the Minimum Control Measures in this Order, or did you ensure contractors performing privatized/contracted municipal services are appropriately trained to: (a) Promote a clear understanding of the potential for activities to pollute stormwater, (b) Identify opportunities to require, implement, and maintain appropriate BMPs in their line of work? (Yes or No)

Yes. Employees in targeted positions were trained during the reporting year, and privatized contract service providers were previously required to self-certify that their employees in targeted positions were trained.

6.2 Public Information and Participation Program [Order - VIII.D]

Complete the following item regarding the Public Information and Participation Program.

- 6.2a) Summarize opportunities created for public engagement in stormwater planning and program implementation to raise public awareness of stormwater program benefits and needs (e.g., *Don't Trash California* campaign). Note whether activities were performed by the jurisdiction or as part of a watershed, regional, or county-wide group [VIII.D.3.a].

The City distributes semi-monthly e-newsletters to all 679 households; these newsletters apprise residents of municipal activities and decision-making and opportunities for local engagement on environmental issues and pollution prevention activities.

The City engages its governing board, the City Council, and its residents through duly noticed agendas and public meetings, including most stormwater quality program and project decisions. During the reporting year, City Council heard items on fire brush clearance inspections, CalOES FEMA grant for hazard mitigation assistance, adoption of ordinance to designate fire severity zones in the City based on the Cal. Dept. of Forestry and Fire Protection maps, green waste communal bin events, Safe Clean Water Municipal Program expenditure planning, Harbor Toxics TMDL monitoring program cost-sharing MOU, City Hall turf replacement project and rebates, and stormwater consulting and monitoring contract renewals.

The City's Safe Clean Water Municipal Program funds are programmed through an Annual Plan which is considered for approval by the City Council at a publicly noticed meeting. The final plan is also posted on the Safe, Clean Water Program website. The [Safe Clean Water Program](#), funded by Measure W, engages the public on a county-wide, watershed, and jurisdictional level to raise awareness of the need for and engagement in planning and implementation of projects and programs to improve water quality. The City lies within the South Santa Monica Bay Watershed and is represented at that Watershed Area Steering Committee by the Palos Verdes Peninsula Watershed Management Group representative to that body.

The county-wide public awareness campaign Water for LA County [<https://waterforla.lacounty.gov/>] implemented by the County of Los Angeles aims to “transform LA County residents from passive water consumers to empowered and informed water advocates...”. The website provides a wealth of information, including a toolkit on how to become a water advocate. Water for LA partnered with Heal the Bay for its annual Coastal Cleanup Day to support the cleanup, raise awareness about stormwater pollution and provide attendees with information about how to make small changes to their water use to make a significant impact.

- 6.2b) Summarize educational activities and public information activities to facilitate stormwater and non-stormwater pollution prevention and mitigation. What pollutants were targeted? What audiences were targeted? Note whether activities were performed by the jurisdiction or as part of a watershed, regional, or county-wide group [VIII.D.3.b].

Educational materials and links to related websites are available for the City’s residents on the City’s website through its [Environmental Programs](#) page. This page is targeted at residents and pollutants of concern, including trash, nutrients (nitrogen and phosphorus), bacteria, sediment-born pollutants such as legacy toxics and PAHs, and metals.

Topics on this page include:

- Water Pollution Prevention (all pollutants)
- Water Conservation (non-stormwater runoff)
- Sustainable Gardening and Landscaping (nutrients, toxics)
- Household Waste Management (trash, toxics)
- Wildfire Prevention (nutrients, toxics, metals, sediment-borne pollutants)
- Trash Services (trash, nutrients, bacteria)
- Septic systems (OWTS) (nutrients, bacteria)

Examples of educational and public information and engagement activities promoted via articles included in the City’s bi-weekly newsletter during the reporting year included:

- Rainwater harvesting (nutrients, bacteria):
 - Promotion of West Basin Rain Barrel Giveaway events
- Proper waste disposal, including paper shredding, green waste and e-waste collection/pickup events (trash, organic waste, nutrients and wildfire-mobilized storm-borne sediment-associated pollutants)
 - Promotion of waste hauler events for collection of household e-waste, bulky items and paper shredding
 - Outreach on proper disposal of unused medications
 - Promotion of city-wide green waste chipping event, communal green waste bin events, and Christmas tree recycling

- Reminders and recommendations on wildfire safety and fuel abatement measures and events (wildfire-mobilized pollutants including storm-borne sediment-associated pollutants)
- Tips on water conservation
- Updates on the conversion of City Hall landscaping conversion from turf to native, drought tolerant landscaping with drip irrigation

The City, along with the Palos Verdes Peninsula Watershed Management Group (Peninsula WMG), continued to implement a customized, collaborative Public Information and Participation Program (PIPP). This customized PIPP targets the Peninsula WMG's highest water quality priorities (nutrients, sediment-born legacy pollutants, PAHs, metals and trash) and takes advantage of multiple modes of dissemination, such as the distribution of print materials at public offices and community events and through social media and web-based platforms, to more effectively reach Peninsula residents. This customized strategy includes the development of educational materials promoting behavioral change in the residential community for activities that are a source of targeted pollutants of concern and encourages retention of stormwater on individual properties which reduces the discharge of all types of stormwater associated pollutants. A discussion of joint outreach/education efforts that occurred during the reporting period is included in the Peninsula WMG's Semi-Annual Watershed Progress Reports and included the update of the [Sustainable Pest Management webpage](#) as well as development of an e-newsletter piece promoting Sustainable Pest Management and linking to the new webpage. Metrics from this joint outreach are included in Section 6.2f below.

The City leverages the county-wide Environmental Defenders and Generation Earth programs to meet the requirement to educate school children in K-5 on stormwater pollution prevention. The Environmental Defenders Rock the Planet – You Can Change the World Tour is a 30-minute, high-energy assembly program that is offered free to all elementary schools in Los Angeles County, including the Palos Verdes Peninsula Unified School District schools attended by children living in Rolling Hills. Teachers or administrators can schedule the virtual assembly online at <http://dpw.lacounty.gov/epd/defenders/schedule.asp> and download [free lesson plans](#) for educators and families to utilize at home or through remote learning.

The county-wide Generation Earth program is an environmental education program that provides training and support to secondary school teachers and students at public and private schools within Los Angeles County. The program offers tools and techniques for service-learning projects that meet state curriculum standards. These activities and publications are available for educators to download for free at <http://dpw.lacounty.gov/epd/ge/ProjectResources.aspx>. The water pollution prevention toolkit explores the water pollution potential on a typical campus and guides students in conducting a water audit of the campus and choosing from a variety of options to reduce water waste and pollution. Generation Earth also offers interactive virtual workshops that address environmental topics and project ideas at school and at home.

The City is also a member of the South Bay Cities Council of Governments which, through its South Bay Environmental Services Center (SBESC), circulates numerous public service announcements (PSAs) via e-mail blasts to residents and businesses regarding opportunities to learn and become actively involved in water conservation and stormwater pollution prevention. Examples of events that were promoted over the past reporting year include:

- Water Replenishment District's workshop series with two (2) Eco Gardener workshops, three (3) edible gardening workshops, and classes covering sustainable landscape design and small space gardening.
- West Basin MWD Workshops, Classes and Virtual Events, including:
 - Edward C. Little Water Recycling Facility tours in El Segundo
 - Water Harvest Festival
 - Six (6) Rain Barrel Giveaway events
 - Two (2) Firescaping Workshops
 - Three (3) Know Your H2O Classes
- Metropolitan Water District Turf Removal and Garden Transformation classes
- Ports of LA High School Green Festival

West Basin MWD's Rain Barrel Distribution and Rebate Programs engage and educate the community through active participation in stormwater capture. These classes are envisioned as steppingstones to more significant residential stormwater capture retrofit projects such as downspout diversion into cisterns or rain gardens. West Basin MWD's free rain barrel program offers home delivery or pickup of rain barrels for residents. The program includes a 50-gallon capacity barrel equipped with overflow spout, built-in mosquito screen along with a rain gutter downspout flex arm hose connector. During the reporting year, West Basin continued its outreach campaign which includes digital flyers in English and Spanish advertising rain barrel delivery and pickup events as well as a short video touting the benefits of rain barrels and advertising delivery and pickup events. The Metropolitan Water District of Southern California (MWD) also offers a \$75 rebate to residents within the City who purchase their own barrels.

- 6.2c) In selecting targeted pollutants for public information/education topics, did you consider the proper management and disposal of (1) vehicle wastes (e.g., used oil, used tires); (2) household waste materials (i.e., trash and household hazardous waste, including personal care products, pharmaceuticals, and household cleaners); (3) pesticides, herbicides, and fertilizers; (4) green waste; and (5) animal wastes? (Yes or No) If no, what other materials were considered? [VIII.D.3.b.i]

Yes.

- 6.2d) Which of the following methods were selected to distribute public information/educational materials? [VIII.D.3.b.ii]

Category	Yes	No
Internet-based platforms (e.g., stormwater websites, social media websites and applications)	☒	☐
Commercial points-of-purchase (e.g., automotive parts stores, home improvement centers/ hardware stores/ paint stores, landscape / gardening centers, pet shops)	☐	☒
Schools (K- 12)	☒	☐
Radio/television	☐	☒
Community events	☒	☐
Other (specify) <i>newsletters to residents</i>	☒	☐

- 6.2e) Did you document and track information on the implemented Public Information and Participation activities including activity, date(s), method of dissemination, targeted behavior, targeted pollutant, targeted audience, culturally effective method(s), other information necessary for the metrics identified in Part VIII.D.4.a of the Order, and metric for measuring effectiveness? (Yes or No) [VIII.D.4.b]

Yes.

- 6.2f) What metrics did you use to measure the effectiveness in achieving the objectives of the Public Information and Participation Program? Considering those metrics, is your Public Information and Participation program effective? Explain [VIII.D.4.a].

The following metrics for the Public Information and Participation Program were tracked:

- Number of City Council meetings with stormwater items on the agenda: 2
- Number of City Council meetings with wildfire prevention items on the agenda: 5
- Number of Blue Newsletter articles on proper waste disposal: 7 with a circulation of 679 households = 4,753 household reaches
- Tonnage of recyclables recovered by Franchise and non-franchise waste hauler: 1.32
- Number of Blue Newsletter articles on green waste disposal/recycling: 17 with a circulation of 679 households = 11,543 household reaches
- Tonnage of green and organic waste recovered by Franchise and non-franchise waste hauler: 83.74
- Number of articles in the City's Blue Newsletter on stormwater and environmental program: 1 article, with a circulation of 679 households = 679 household reaches
- Number of Blue Newsletter articles on rainwater harvesting: 6 with a circulation of 679 households = 4,074 household reaches
- Number of Blue Newsletter articles on firescaping or brush control: 10 with a circulation of 679 households = 6,790 household reaches
- Number of City households participating in West Basin Rain Barrel Giveaways: 18
- Number of Rain Barrels distributed to City residences: 30

- Number of regional (South Santa Monica Bay WASC) meetings on stormwater program benefits and needs: 8
- Participants in Annual Coastal Cleanup day (County-wide): 6,983
- Pounds of trash collected during Annual Coastal Cleanup day (County-wide): 18,296
- Number of regional events and workshops on water conservation (West Basin and MWD): 20 held by Water Reclamation Districts, West Basin and Metropolitan Water District
- Number of regional firescaping workshops: 2

In addition, the following metrics were tracked for the joint outreach on Sustainable Landscapes and Gardens and Pest Management conducted during the reporting year:

- Number of pageviews of Beach Cities and PVP WMG jointly developed webpages hosted by the South Bay Cities Council of Governments on their website:
 - Environmentally Friendly Landscaping, Gardening and Pest Control (landing page): 540
 - Sustainable Pest Management: 543
 - Sustainable Landscaping and Gardening: 906
 - South Bay Demonstration Gardens: 17
 - Rainwater Harvesting: 568

The impressions generated by the City's Blue Newsletter appear to be the most effective means of engagement and outreach to the City's residents. The high numbers of HHW and organics collected from residents indicates that outreach/promotion of the City's waste collection services via its Blue Newsletter is effective. In addition, metrics from WMG joint outreach program indicated that for FY2024-25 webpage views of the SBCCOG-hosted Sustainable Landscapes & Gardens and Rainwater Harvesting webpages increased between ~1.75-4x over FY2324 views, with the exception of the South Bay Demonstration Gardens page, which indicates that the outreach efforts to drives traffic to these webpages is successful.

6.2g) Additional Information. If desired, provide additional information regarding implementation of the Public Information and Participation Program.

6.3 Industrial and Commercial Facilities Program [Order – VIII.E]

Complete the following items regarding the Industrial and Commercial Facilities Program.

6.3a) Watershed-Based Inventory:

Question	Yes	No
Have you updated your watershed-based inventory or database of all industrial and commercial facilities within your jurisdiction that are critical sources ¹⁴ of stormwater pollution identified in Part VIII.E.2 of the Order (inventory shall be updated at least once every 2 years)?	☐	☐

6.3b) If you answered yes to question 6.3a above, what is the total number of facilities in your inventory list?

Not applicable.

6.3c) If you answered no to question 6.3a above, when will you update the inventory list?

Not applicable.

6.3d) Commercial Facilities [VIII.E.3]:

Question	Response
In implementing the Outreach Program, how many commercial facilities did you reach out to during this reporting year?	Not Applicable
In implementing the Business Assistance Program, how many commercial facilities did you assist during this reporting year?	Not Applicable
How many commercial facilities did you inspect during this reporting year?	Not Applicable
Of the commercial facilities inspected during this reporting year, how many were the first, second, third, etc. round of inspections? For example, report x number of first-round inspections, y number of second-round inspections, z number of third-round inspections, etc. Each round of inspections corresponds to the requirement to conduct an inspection every two years.	Not Applicable
How many of the total commercial facility inspections had stormwater violation(s) during this reporting year?	Not Applicable

¹⁴ Part VIII.E.2.a of the Regional MS4 Permit summarizes “critical sources” to be tracked.

6.3e) Industrial Facilities [VIII.E.4]:

Question	Response
How many facilities from question 6.3b are industrial facilities with SIC codes that require enrollment in the IGP? (in this reporting year)?	Not Applicable
How many industrial facilities did you report to the Los Angeles Water Board as non-filers during this reporting year?	Not Applicable
In implementing the Business Assistance Program, how many industrial facilities did you assist during this reporting year?	Not Applicable
How many Industrial facilities did you inspect during this reporting year?	Not Applicable
Of the commercial facilities inspected during this reporting year, how many were the first, second, third, etc. round of inspections? For example, report x number of first-round, y number of second-round, and z number of third-round, etc. Each round of inspections corresponds to the requirement to conduct an inspection every two years.	Not Applicable
How many of the total industrial facility inspections had stormwater violation(s) during this reporting year?	Not Applicable

6.3f) Enforcement Actions: Describe the number and nature of any enforcement actions taken related to the industrial and commercial facilities program [VIII.E.6].

Not Applicable

6.3g) Additional Information. If desired, provide additional information regarding implementation of the Industrial and Commercial Facilities Program.

There are no industrial or commercial facilities under the City's jurisdiction.

6.4 Planning and Land Development Program [VIII.F]

Complete the following items regarding the Planning and Land Development Program.

6.4a) Priority Development Projects: Complete the table below for Priority Development Projects as of the end of this Reporting Year [VIII.F.1].

Development Type	Number of Priority Development Projects Completed During This Reporting Year	Number of Priority Development Projects In-Progress
New Development	1*	2
Redevelopment	0	2

- 6.4b) Use of Alternative Compliance Measures for Priority Development Projects. Provide the number of Priority Development Projects completed during this Reporting Year that utilized alternative compliance measures per Part VIII.F.4.b of the Order.

Category	Number of Projects
On-site Biofiltration	1*
On-site Flow-based BMPs	0
Off-site Infiltration	0
Groundwater Replenishment Projects	0
Off-site Retrofit Projects	0
Other	0

*One new development project was completed in January 2023, however, was not previously reported and thus is being included in this report.

- 6.4c) Exemptions to Priority Development Project Performance Requirements. If the Permittee is implementing an approved Local Ordinance Equivalence or an approved Regional Stormwater Mitigation Program per Part VIII.F.1.c, describe the area covered by these exemptions; and the number and names of Priority Development Projects that were exempted from the Order's Priority Development Project Structural BMP Performance Requirements.

Not applicable.

- 6.4d) Priority Development Project Greater Than 50 Acres. If applicable, provide information on any Priority Development Projects with a project area greater than 50 acres that were completed during this Reporting Year or are currently in-progress. Information should include the name and location of the project(s) and whether the project(s) are new development or redevelopment.

None

- 6.4e) Hydromodification Management: If applicable, provide information on the name, location, and nature of any projects requiring hydromodification controls that were completed or in-progress within this Reporting Year [VI.F.2].

Rolling Hill's updated 2022 stormwater ordinance (RHMC Chapter 8.32.5(a)ii) requires that any project disturbing more than 1 acre of land must meet full hydromodification requirements, with no exceptions for LID on single-family residential projects of more than one acre. This more stringent requirement applies to new and redevelopment projects submitted for review beginning in January 2023. Two (2) in-progress projects were subject to the hydromodification requirements during the reporting year.

- 6.4f) Exemptions to Hydromodification Controls: Are there any areas where assessments of downstream channel conditions and proposed discharge hydrology indicate that adverse hydromodification effects to beneficial uses of Natural Drainage Systems are unlikely, per Part VIII.F.2.b? If so, what are the numbers and names of the New Development and Redevelopment projects exempt from implementation of hydromodification controls?

No.

- 6.4g) Tracking, Inspection and Enforcement of Post-Construction BMPs: Describe the number and nature of any enforcement actions taken related to the planning and land development program [VIII.F.3.c.v].

Question	Yes	No
Does your program implement a GIS or other electronic system for tracking Priority Development Projects and Hydromodification Management Projects that at a minimum contains all the information required by Permit?	☒	☐
Does your program inspect all Priority Development Projects and Hydromodification Management Projects upon completion of construction and prior to issuance of occupancy certifications to ensure proper installation of post-construction BMPs?	☒	☐

- 6.4h) Additional Information. If desired, provide additional information regarding implementation of the Planning and Land Development Program.

There were no enforcement actions taken related to the Planning and Land Development Program during the reporting year. If LID components are not installed per plan, the building/construction permit would not be finalized until the issue is addressed.

By design, the City is a model of low-impact development utilizing nature-based solutions for management of stormwater. A substantial area of land in Rolling Hills is constrained from development due to steep hillsides and canyons; the use of these areas as wildlife habitats and native vegetation is emphasized. Rolling Hills' zoning code further promotes the preservation and appreciation of open space by requiring easements for equestrian/hiking trails on all lots. There are approximately 30 miles of unpaved equestrian/hiking trails throughout the City. Roads within the City have many green street features. They are designed as narrow, two-lane undivided winding roads 20 to 25 feet wide with rolling to steep grades lined with significant naturalized landscaping. There are no sidewalks or curb-and-gutter systems, and roads are not designed to be stormwater conveyance systems.

The City's Zoning Ordinance contains strict standards for development ratios on each property. Only 40% of the net area of a lot may be disturbed for construction, and the remaining area of the lot must remain in its natural state. Only 35% of the net lot area may be developed with impervious surfaces, including structures, patios and other paved areas. Driveways may not cover more than 20% of the area of the yard in which they are located. Uncovered motor courts/parking pads may not cover more than 10% of the yard in which they are located. Horse stable access-ways may not be entirely paved, and use of 100% gravel or decomposed granite is encouraged. The City has developed a guide for construction of stables on residential properties which includes consideration of proximity to blue line streams and natural drainage courses so as not to negatively affect stormwater quality in the siting of stables, horse wash stations, and manure storage. Tennis and sports courts are encouraged to have pervious surfaces as well. Stormwater run-off that is not contained on properties is conveyed through the City via natural, heavily vegetated, soft bottom drainage courses/canyons, providing ample opportunity for runoff to infiltrate. Installation of cisterns and biofiltration devices are encouraged on projects even when they are not required.

6.5 Construction Program [Order – VIII.G]

Complete the following items regarding the Construction Program.

- 6.5a) Complete the table below. Only report numbers for sites less than 1 acre.

Question	Response
How many new sites of less than one acre commenced their activities during this reporting year?	0
How many sites of less than one acre did you inspect during this reporting year?	2

Question	Response
How many (if any) of the sites from the previous question had a BMP violation [VIII.G.4.b]?	0

6.5b) Complete the table below. Only report numbers for sites 1 acre or greater and construction sites less than 1 acre that are part of a common plan of development totaling 1 acre or greater.

Question	Response
What is the date of the latest update made to the site inventory [VIII.G.5.b]?	June 2025
How many new sites of 1 acre or greater commenced their activities during this reporting year?	1
How many sites of 1 acre or greater did you report to the Los Angeles Water Board as non-filers [VIII.G.5.a]?	0
How many post-construction plans were reviewed during this reporting year [VIII.G.5.a]?	1
How many of the plans from the previous question were approved during this reporting year?	1
How many (if any) sites of 1 acre or greater did you inspect during this reporting year [VIII.G.5.c]?	2
How many (if any) of the inspected sites were in violation of construction BMPs?	0
How many (if any) of the inspected sites were in violation of post-construction plans?	0
How many of the sites from the previous two questions were reported to the Los Angeles Water Board along with an inspection report?	0

6.5c) **Enforcement Actions:** Describe the number and nature of any enforcement actions taken related to the development construction program [VIII.G.6].

For sites with BMP violations, a “blue notice” was issued, requiring that all work be stopped and the appropriate BMP violations be addressed before work could resume. Also, a “green notice” may be provided for stockpiling that does not follow the approved Erosion Sediment Control Plan (ESCP).

The City’s code enforcement officer provides additional outreach and oversight of construction sites beyond that provided by contract Building & Safety inspectors. During the reporting year, two code enforcement cases were opened and actions taken related to unpermitted construction. Two (2) additional cases that were opened in previous years remained open during the reporting year. One case was forwarded to the City Attorney and City staff is working with the other three (3) residents to obtain the appropriate permits.

6.5d) Additional Information. If desired, provide additional information regarding implementation of the Construction Program.

During the plan checking and/or permit issuance stage, plan checkers require that applicable MS4 Permit and Construction General Permit (CGP) requirements are met and that BMPs for construction activities are incorporated into the development plans. The contract building officials require that developers sign a Statement of Understanding Pertaining to BMPs and NPDES Requirements. For any project involving a grading or excavation permit regardless of size, a pre-construction meeting is held between City staff, RHCA staff, the building inspector, the property owner and the contractor and subcontractor to discuss construction BMP requirements and ensure that responsibility for implementing the BMPs is clear. During this meeting, a Construction BMP Brochure is provided to contractors of sites under one (1) acre to inform them of the required minimum BMPs.

Extra protection during construction is required for projects adjacent to environmentally sensitive areas and, in some cases, a biologist monitors the project and adjacent environmentally sensitive area during construction to ensure that proper protections are maintained.

6.6 Public Agency Activities Program [VIII.H]

Complete the following items regarding the Public Agency Activities Program.

6.6a) Answer the following questions regarding the Public Agency Activities Program.

Question	Response
Did you maintain an updated inventory or database of all your owned or operated (i.e., public) facilities and activities within your jurisdiction that are potential sources of stormwater pollution? [VIII.H.2]	☒ Yes ☐ No
For the above inventory, what is the date of the latest update [VIII.H.2.c]?	7/24/2023
How many treatment control BMPs including post-construction control treatment BMPs do you own? [VIII.H.2.b.vi]	0
For the above, how many inspections were conducted during this reporting year? [VIII.H.3.e]	N/A
How many storm drain inlets do you own?	0
How many of the above are labeled with a legible "no dumping" message? [VIII.H.6.c.i]	N/A
Did you inspect the legibility of all the stencils or labels nearest each inlet prior to the wet season during this reporting year? [VIII.H.6.c.ii]	☒ Yes ☐
*The City does not own MS4 infrastructure, however it recently assumed responsibility for the maintenance of five (5) catch basins along Middleridge Rd. via an agreement with LA County Flood Control District (owner).	

Question	Response
If yes for the above, how many illegible stencils and labels were recorded?	0
For the illegible stencils and labels recorded above, how many were re-stenciled and re-labeled within 180 days of inspection? For those not re-stenciled and re-labeled, explain why not. [VIII.H.6.c.iii]	NA
Did you visually monitor owned open channels and other drainage structures for trash and debris at least annually? [VIII.H.6.d.i] *other drainage structures in City Hall Parking lot	☒ Yes* ☐ No
How many miles of open channels do you own?	0
Did you remove trash and debris from your open channels a minimum of once per year before the wet season? [VIII.H.6.d.ii]	☐ Yes ☒ No- City does not own open channels
How many parking lots exposed to stormwater do you own that meet either criteria listed in Part VIII.H.9?	1
Did you inspect Permittee-owned parking lots exposed to stormwater that meet either criteria listed in Part VIII.H.9 at least twice per month?	☒ Yes ☐ No
For the above, how many inspections were conducted during this reporting year? [VIII.H.9]	52
For the owned parking lots exposed to stormwater, how many cleanings were conducted in total for this reporting year? [VIII.H.9]	52

6.6b) Street Sweeping: Complete the table below [VIII.H.8].

	Total Miles of Street ¹⁵ in Priority Category	Frequency of Street Sweeping (e.g., Twice a Month, Monthly, Annually)	Additional Notes
Priority A	Not applicable		City does not own streets
Priority B	Not applicable		City does not own streets
Priority C	Not applicable		City does not own streets

6.7 Illicit Discharge Detection and Elimination (IDDE) Program [Order – VIII.I]

Complete the following items regarding the Illicit Discharge Detection and Elimination Program.

¹⁵ Permittees shall report the length of street swept in the “total miles of street” and/or “total curb miles of street”, depending on data availability.

6.7a) IDDE Investigations: Complete the table below. Include illicit discharges detected through other inspection programs.

	Number of Reported Illicit Discharges	Number of Investigations	Number Eliminated	Number Permitted or Exempt	If Not Eliminated or Permitted / Exempt, Explain.
Illicit Discharges	6	6	4	0	See 6.7b below

6.7b) Enforcement Actions: Describe the number and nature of any enforcement actions taken related to illicit discharge detection and elimination program [Order – VIII.I.7].

During the reporting year, code enforcement staff responded to six (6) complaints of illicit discharges. One (1) notice of violation was issued. Four of the cases were resolved and closed during the reporting year. Two (2) of these cases remained open at the close of the reporting year; of these remaining open cases: one illicit discharge case was closed shortly after the reporting year (August 2025), while the code enforcement officer is working on a final notice to abate for the other case which is related to debris nuisance at a residence.

6.7c) What means were provided to the public for public reporting of illicit discharges and other water quality impacts from stormwater and non-stormwater discharges into or from MS4s? [VIII.I.6]

Category	Yes	No
Telephone hotline	☒	☐
Email address	☐	☐
Web-based form / reporting portal	☒	☐
Other (specify)	☐	☐

6.7d) Did you document all public reports of illicit discharges and track all investigations? If no, explain why. [Order – VIII.I.8]

Yes

6.7e) Additional Information. If desired, provide additional information regarding implementation of the Illicit Discharge Detection and Elimination Program.

The City's Illicit Discharge Detection & Elimination Program (IDDE Program) is focused on elimination of illicit discharges into the City's natural drainage courses.

7. Trash Reporting

Complete the following items in this section.

7.1 Trash TMDL Compliance [Order – IV.B.3]

- 7.1a) If you are subject to Trash TMDLs, complete and attach the provided “Trash TMDL Reporting Forms” in Attachment I of the Order for each applicable Trash TMDL. Report your compliance with the applicable interim and/or final Effluent Limits for trash below. If compliance with the applicable interim and/or final Effluent Limits for trash has not been achieved, explain why.

The City is in compliance with the final effluent limits in the Machado Lake Trash TMDL and the Santa Monica Bay Debris TMDL through institutional controls and a modified MFAC program as described in its approved Trash Monitoring and Reporting Plan (TMRP). Results from this 15th year of monitoring found 1.28 gallons of trash collectively from the seven (7) canyon study areas, equating to 99.96% reduction of trash from the City's baseline allocation. See Attachment B Reporting Form for Machado Lake Trash TMDL and Attachment C Reporting Form for Santa Monica Bay Debris TMDL.

Both the Santa Monica Bay Debris TMDL and the Machado Lake Trash TMDL were reconsidered by the Regional Board on March 14, 2019. The Regional Board staff report for the reconsideration of these TMDLs accurately stated that the City has met the 100% reduction of trash from baseline waste load allocations. The City submitted a Revised Trash Monitoring and Reporting Plan (TMRP) for Machado Lake Trash and Santa Monica Bay Debris TMDLs on June 17, 2019, which proposed a reduction in monitoring frequency. On June 3, 2021, the City received a letter from the Regional Board Executive Officer granting a reduction in monitoring frequency from twice per year to once per year following the first major storm of the year.

- 7.1b) Mark the compliance approach you have implemented for any applicable Trash TMDLs.

- ☐ Full Capture Systems
☐ Mass Balance
☐ Scientifically Based Alternative
☒ Minimum Frequency of Assessment and Collection

- 7.1c) Complete the table below regarding the catch basins within your jurisdiction.

	Retrofitted with Full Capture Systems	Retrofitted with Partial Capture Devices	Retrofitting Infeasible	Not Retrofitted	Total Number of Catch Basins within Jurisdiction
Owned	0	0	NA	0	0
Not Owned	0	0	unknown	31	31
Total	0	0	unknown	31	31

The City does not own any catch basins. Review of LACFCD GIS maps indicated a total of 26 catch basins within trash TMDL areas of the City, with 19 identified as owned/maintained by LACFCD, and 7 attributed to the City that should be identified as private since they are owned/maintained by the private community association which also owns the roadways. LACFCD GIS maps are missing an additional 5 catch basins on Middleridge Lane which are owned by LACFCD but were recently rebuilt by City and will be maintained by City per maintenance agreement. This brings the total count of non-owned catch basins to 31.

Retrofitting of catch basins within the City is not necessary to meet trash waste load allocations (WLAs) since the City has demonstrated attainment of trash WLAs via institutional controls and green infrastructure verified by MFAC monitoring.

- 7.1d) If relying on full capture systems, are the maintenance records of the full capture systems within your jurisdiction up-to-date and available for inspection by the Los Angeles Water Board? [*Order – IV.B.3.b.i.(c)*]

Not applicable.

- 7.1e) If implementing a Plastic Pellet Monitoring and Reporting Plan (PMRP), report any known spills (including names and locations) from preproduction plastic (i.e., plastic pellet) generating, transfer, processing, and storage facilities within this reporting year, explain the actions taken for cleanup, and describe the measures taken to prevent future incidents.

Not applicable. City is exempt from PMRP reporting requirements.

- 7.1f) If implementing a PMRP, how many new preproduction plastic generating, transfer, processing, and storage facilities have been added in Permittee's jurisdiction within this reporting year that have not been addressed in the PMRP?

Not applicable. City is exempt from PMRP reporting requirements.

7.2 **Trash Discharge Prohibitions Compliance** [*Order – III.B*]

- 7.2a) For areas not addressed by a Trash TMDL, and for Permittees that have regulatory authority over Priority Land Uses (PLUs) or Designated Land Uses, indicate the compliance method that was selected in response to the Los Angeles Water Board's 13383 Order issued on August 18, 2017 as the method to comply with the prohibition of discharge in PLUs within Permittee's jurisdiction.

- ☐ Track 1 (Complete items 7.2b – 7.2e)
- ☐ Track 2 (Complete items 7.2f – 7.2l)

- 7.2b) If using Track 1 compliance, complete the table below regarding the catch basins within PLUs, designated land uses, and equivalent alternate land uses in your jurisdiction.

	Retrofitted with Full Capture Systems	Retrofitting Infeasible	Not Retrofitted	Total Number of Catch Basins within Jurisdiction
Owned				
Not Owned				
Total				

Not applicable. City is exempt because there are no PLUs within the City

7.2c) If using Track 1 compliance, complete and attach the "Trash Discharge Prohibitions Reporting Form" provided in Attachment I of the Order for PLUs, designated land uses, and equivalent alternate land uses within your jurisdiction.

Not applicable

7.2d) If using Track 1 compliance, provide a map showing the location and drainage area in PLUs, designated land uses, and equivalent alternate land uses within your jurisdiction served by full capture systems.

Not applicable

7.2e) If using Track 1 compliance, did you properly operate and maintain all full capture systems in PLUs, designated land uses, and equivalent alternate land uses within your jurisdiction?

Not applicable

7.2f) If using Track 2 compliance, complete the table below regarding the catch basins within PLUs, designated land uses, and equivalent alternate land uses in your jurisdiction.

	Retrofitted with Full Capture Systems	Retrofitted with Partial Capture Devices	Not Retrofitted	Total Number of Catch Basins within Jurisdiction
Owned				
Not Owned				
Total				

Not applicable

7.2g) If using Track 2 compliance, provide a map of the location and drainage area in PLUs, designated land uses, and equivalent alternate land uses within your jurisdiction served by full capture systems, multi-benefit projects, other treatment controls, and/or institutional controls.

Not applicable

7.2h) If using Track 2 compliance, did you properly operate and maintain all full capture systems, multi-benefit projects, treatment controls, and/or institutional controls in PLUs, designated land uses, and equivalent alternate land uses within your jurisdiction?

Not applicable

7.2i) If using Track 2 compliance, explain what type of and how many treatment controls, institutional controls, and/or multi-benefit projects have been used and in what locations?

Not applicable

7.2j) If using Track 2 compliance, what is the effectiveness of the total combination of treatment controls, institutional controls, and multi-benefit projects employed? Explain the metric to measure the effectiveness.

Not applicable

7.2k) If using Track 2 compliance, explain whether the amount of trash discharged from the MS4 decreased from the previous year. If so, by how much? If not, explain why. To determine the amount of trash discharged from the MS4 and to report on progress towards achieving the interim/ final compliance, provide the results of the trash levels using the methodology identified in the Trash Implementation Plan (e.g., Visual Trash Assessment Approach or other equivalent trash assessment methodology).

Not applicable

7.2l) If using Track 2 compliance, explain whether the amount of trash in the MS4's receiving water(s) decreased from the previous year. If so, by how much? If not, explain why.

Not applicable

8. Additional Information (Optional)

Provide any additional information in this section.

You may use this section to report any additional information not specified in Sections 2-7 such as information better presented outside of the report form structure, data limitations that prevented the required information from being obtained, and additional detailed summary table describing control measures.

The City participates in the Palos Verdes Peninsula WMP as an 85th%, 24-hr retention area with the condition that Sepulveda Canyon continuous flow monitoring continue. Attachment D presents 24-hour rainfall depth, event flow volume, and cumulative flow volume measured in Sepulveda Canyon during the reporting year. The total rainfall recorded at the Rolling Hills Fire Station rain gauge during the reporting year was 7.07 inches with one (1) rain event greater than or equal to the 85th% 24-hour storm event. Importantly, there were zero (0) days with measured flow when rainfall totals were less than the 85th% 24-hour storm event over the course of 15 rain days with more than 0.1 inches of rainfall.

Note: Due to equipment malfunction, data is not available between August 24, 2024 through October 2, 2024, November 23, 2024 through November 24, 2024, and after April 29, 2025. Although there was one (1) day of rainfall with greater than 0.1 inches recorded during the periods with no available flow data, it was less than the 85th% 24-hour storm event.

City Hall Landscape Upgrades:

On March 25, 2024, City Council received a presentation from staff regarding the status and need for landscaping and irrigation services necessary to improve and update the City Hall campus. City Council was also apprised of the City's eligibility for Cal Water's Lawn-to-Garden rebate program in the amount of \$48,897 and received a landscape design plan with proposed plant palettes from a locally renowned landscape architect skilled in selection of drought tolerant and native plants, who was retained by the City's landscape maintenance contractor. The landscape design plan is consistent with the requirements of Cal Water's Lawn-to-Garden program. On April 8, 2024, the City Council approved the acceptance of Cal Water's 2024 Lawn-to-Garden Rebate for implementing refreshed water wise planting and irrigation in and around City Hall campus with the goal of removing high-water use surfaces areas and converting to CA-friendly, drought-tolerant plant materials. The new design is meant to comply with Home Hardening requirements and to serve as an example to the greater community. The project was completed October 2024.

ATTACHMENT A
City Attorney Statement of Legal Authority



Nicolas Papajohn
Of Counsel
(949) 263-2619
Nicolas.Papajohn@bbklaw.com

File No. 65277.00004

October 15, 2025

VIA E-MAIL

Susana Arredondo
Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013-1105
[Susana.Arredondo@waterboards.ca.gov]

Re: Certification of Legal Authority of the City of Rolling Hills to Implement
and Enforce the Requirements of 40 C.F.R. § 122.26(d)(2)(i)(A-F) and
Order No. R4-2021-0105 NPDES Permit CAS004004

Dear Ms. Arredondo:

The City of Rolling Hills ("City"), by and through its City Attorney, hereby submits the following certification ("Statement"), pursuant to Section VI.B.1-B.2., of the MS4 Permit for Los Angeles County, Order No. R4-2021-0105 (NPDES Permit No. CAS004004), issued by the California Regional Water Quality Control Board, Los Angeles Region ("RWQCB"), entitled "Waste Discharge Requirements and National Permit Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System ("MS4") Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties" ("Permit").

The City is one of the co-permittees under the Permit. Section VI.B.1-B.2., of the Permit requires:

Each Permittee must submit a statement certified by its chief legal counsel that the Permittee has the legal authority within its jurisdiction to implement and enforce each of the requirements contained in 40 CFR § 122.26(d)(2)(i)(A-F) and this Order. Each Permittee shall submit this certification annually as part of its Annual Report beginning with the first Annual Report required under this Order. These statements must include:

- i. *Citation of applicable municipal ordinances or other appropriate legal authorities and their relationship to the requirements of 40 CFR § 122.26(d)(2)(i)(A)-(F) and of this Order; and*

- ii. *Identification of the local administrative and legal procedures available to mandate compliance with applicable municipal ordinances identified in subsection (i) above and therefore with the conditions of this Order, and a statement as to whether enforcement actions can be completed administratively or whether they must be commenced and completed in the judicial system.*

The purpose of this Statement is to describe the City's compliance with Section VI.B.1-B.2. As discussed in further detail herein, it is my opinion that the City has the necessary legal authority to implement the Permit and to control and prohibit discharges of pollutants into the Municipal Separate Storm Sewer System ("MS4"). However, this Statement is not, nor should it be construed as, a waiver of any rights that the City may have relating to the Permit.

1. Legal Authority Statement

We have reviewed the City's applicable ordinances in conjunction with this statement. In our opinion, the City has the necessary legal authority to comply with the legal requirements imposed upon it under the Permit, consistent with the requirements set forth in the U.S. Environmental Protection Agency's regulations promulgated under the Clean Water Act, and, specifically, 40 C.F.R. § 122.26(d)(2)(i)(A-F), and to the extent permitted by state and federal law and subject to the limitations on municipal action under the California and United States Constitutions, except as noted herein.

The City, as a general law city, has broad general police powers under the California Constitution to enact legislation for health and public welfare of the community to the extent not preempted by federal or state law. The primary source of the City's authority is Article 11, § 7 of the California Constitution. The City also has authority under § 13002 of the California Water Code to adopt and enforce ordinances conditioning, restricting and limiting activities which might degrade the quality of waters of the State. In addition, the City adopted ordinances for the purpose of ensuring that it has adequate legal authority to implement and enforce its storm water control program. The City has the authority under the California Constitution and state law to enact and enforce these ordinances, and these ordinances were duly enacted.

2. Ordinances

The City has adopted ordinances related to the regulation of urban runoff to control and prohibit discharges of pollutants into the MS4 and to comply with the requirements of the Permit applicable to it including Section IX.B.5., as well as, to the extent applicable, 40 C.F.R. § 122.26 (d)(2)(i)(A)-(F). The City's Storm Water Management and Pollution Control Ordinance (Chapter 8.32 of Title 8 of the Rolling Hills Municipal Code ("RHMC")) is the principal City ordinance addressing the control of urban runoff. Under this ordinance, the City has the necessary legal authority to do the following:

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i. 40 C.F.R. § 122.26(d)(2)(i)(A); Permit Section VI.B.1.a.: Control the contribution of pollutants to its MS4 from storm water discharges associated with industrial and construction activity and control the quality of storm water discharged from industrial and construction sites. This requirement applies both to industrial and construction sites with coverage under an NPDES permit, as well as to those sites that do not have coverage under an NPDES permit:

RHMC 8.32.060 – Prohibited Activities; RHMC 8.32.080 – Good Housekeeping Provisions; RHMC 8.32.090 – Requirements for Construction Activities; RHMC 8.32.095 – Planning and Land Development Program Requirements for New Development and Redevelopment Projects

ii. 40 C.F.R. § 122.26(d)(2)(i)(C); Permit Section VI.B.1.b.: Prohibit all non-storm water discharges through the MS4 to receiving waters not otherwise authorized or conditionally exempt pursuant to Part III.A:

RHMC 8.32.060 – Prohibited Activities; RHMC 8.32.070 – Exempted Discharges or Conditionally Exempted Discharges

iii. 40 C.F.R. § 122.26(d)(2)(i)(B); Permit Section VI.B.1.c.: Prohibit and eliminate illicit discharges and illicit connections to the MS4:

RHMC 8.32.060 – Prohibited Activities; RHMC 8.32.100 – Enforcement

iv. 40 C.F.R. § 122.26(d)(2)(i)(C); Permit Section VI.B.1.d.: Control the discharge of spills, dumping, or disposal of materials other than storm water to its MS4:

RHMC 8.32.060 – Prohibited Activities; RHMC 8.32.080 – Good Housekeeping Provisions; RHMC 8.32.090 – Requirements for Construction Activities; RHMC 8.32.095 – Planning and Land Development Program Requirements for New Development and Redevelopment Projects; RHMC 8.38.080 – Requirements for Industrial/Commercial and Construction Activities; RHMC 8.38.090 – Enforcement

v. 40 C.F.R. § 122.26(d)(2)(i)(E); Permit Section VI.B.1.e.: Require compliance with conditions in Permittee ordinances, permits, contracts or orders (i.e., hold dischargers to its MS4 accountable for their contributions of pollutants and flows):

RHMC 8.32.100 - Enforcement; RHMC Chapter 1.08 – General Penalty

vi. 40 C.F.R. § 122.26(d)(2)(i)(E)-(F); Permit Section VI.B.1.f.: Utilize enforcement mechanisms to require compliance with applicable ordinances, permits, contracts, or orders:

RHMC 8.32.100 – Enforcement; RHMC Chapter 1.08 – General Penalty

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vii. 40 C.F.R. § 122.26(d)(2)(i)(D); Permit Section VI.B.1.g.: Control the contribution of pollutants from one portion of the shared MS4 to another portion of the MS4 through interagency agreements among co-permittees:

In addition to the provisions of RHMC Chapter 8.32, which control the contribution of pollutants, the City, as a municipal corporation, has authority to enter into contracts that enable it to carry out its necessary functions, including the power to enter into interagency agreements to control the contribution of pollutants from one portion of the shared MS4 to another.

viii. 40 C.F.R. § 122.26 (d)(2)(i)(D); Permit Section VI.B.1.h.: Control of the contribution of pollutants from one portion of the shared MS4 to another portion of the MS4 through interagency agreements with other owners of the MS4 such as the State of California Department of Transportation:

In addition to the provisions of RHMC Chapter 8.32, which control the contribution of pollutants, the City, as a municipal corporation, has authority to enter into contracts that enable it to carry out its necessary functions, including the power to enter into interagency agreements to control the contribution of pollutants from one portion of the shared MS4 to another.

ix. 40 C.F.R. § 122.26(d)(2)(i)(F); Permit Section VI.B.1.i.: Carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance and noncompliance with applicable municipal ordinances, permits, contracts and orders, and with the provisions of this Order, including the prohibition of non-storm water discharges into the MS4 and receiving waters. This means the Permittee must have authority to enter, monitor, inspect, take measurements, review and copy records, and require regular reports from entities discharging into its MS4:

RHMC 8.32.100.H

x. 40 C.F.R. § 122.26(d)(2)(i)(E); Permit Section VI.B.1.j.: Require the use of control measures to prevent or reduce the discharge of pollutants to achieve water quality standards/receiving water limitations:

Article 11, Section 7 of the California Constitution; California Public Resources Code Section 21000 et seq. (CEQA); RHMC 8.32.080 – Good Housekeeping Provisions; RHMC 8.32.090 – Requirements for Construction Activities; RHMC 8.32.095 – Planning and Land Development Program Requirements for New Development and Redevelopment Projects; RHMC Title 17 - Zoning

xi. 40 C.F.R. § 122.26(d)(2)(i)(E); Permit Section VI.B.1.k.: Require that structural Best Management Practices (BMPs) are properly operated and maintained:

Article 11, Section 7 of the California Constitution; California Public Resources Code Section 21000 et seq. (CEQA); RHMC 8.32.080 – Good Housekeeping Provisions; RHMC

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8.32.090 – Requirements for Construction Activities; RHMC 8.32.095 – Planning and Land Development Program Requirements for New Development and Redevelopment Projects; RHMC Title 17 - Zoning

xii. 40 C.F.R. § 122.26(d)(2)(i)(E); Permit Section VI.B.1.1.: Require documentation on the operation and maintenance of structural BMPs and their effectiveness in reducing the discharge of pollutants to the MS4

California Public Resources Code Section 21000 et seq. (CEQA); RHMC 8.32.100 – Enforcement

3. Implementation

Some of the City's ordinances are implemented through permit programs and others are implemented as regulatory programs. Under each ordinance, one or more City bodies, departments or department directors are authorized and directed in each ordinance to take the actions contemplated by the ordinance (*e.g.*, to consider evidence and make findings, to issue or deny permits, to impose conditions on projects, to inspect, to take enforcement action, etc.).

The City's Storm Water Management and Pollution Control Ordinance (Chapter 8.32 of Title 8 of the RHMC) is the principal City ordinance addressing the control of stormwater and urban runoff. This ordinance is regulatory, and applies to specified new and existing residential and business communities and associated facilities and activities, as well as new development and redevelopment, and all other specified new and existing facilities and activities that threaten to discharge pollutants within the boundaries of the City and within its regulatory jurisdiction, whether or not a City permit or approval is required. The City's Storm Water Management and Pollution Control Ordinance also contains discharge prohibitions and requirements for the implementation of BMPs and other requirements necessary to implement the Permit.

Other City departments require compliance with the City's Storm Water Management and Pollution Control Ordinance as a condition for issuance of relevant City permits. City departments may also impose specific conditions of approval consistent with the City's Storm Water Management and Pollution Control Ordinance. All City environmental ordinances are also implemented, in part, through the application of the California Environmental Quality Act (CEQA) process to proposed projects.

4. Administrative and Judicial/Legal Procedures

In addition to the above authority, the City has in place various legal and administrative procedures to assist in enforcing the various urban runoff related Ordinances, including the following:

A. Administrative Remedies

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- Administrative Penalties and Citations (RHMC 8.32.100 – Enforcement).

B. Nuisance Remedies

- Public nuisance under State law.
- City nuisance abatement procedures (RHMC Chapter 8.24 – Abatement of Nuisances; RHMC 8.32.100 – Enforcement).

C. Criminal Remedies

- Misdemeanor citations/prosecution (RHMC Chapter 1.08 – General Penalty; RHMC Chapter 1.24 – General Penalty).

D. Equitable Remedies

- Injunctive relief under State law and the RHMC (RHMC 8.32.100 – Enforcement).
- Declaratory relief under State law.

E. Other Civil Remedies

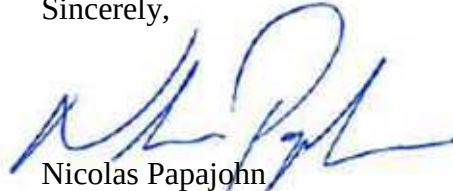
- Federal law claims (e.g., Clean Water Act and Resource Conservation and Recovery Act Citizen Suits).
- Remedies under the California Government Code.
- RHMC 8.32.100 – Enforcement.
- Violations of the City's Storm Water Management and Pollution Control Ordinance are deemed a "public nuisance," in which case enforcement actions can be completed administratively or judicially when necessary.

Please contact me if you have any questions or if you need any additional information regarding the City's legal authority to enforce the Permit.

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Sincerely,

A handwritten signature in blue ink, appearing to read 'NP', is positioned above the printed name.

Nicolas Papajohn
for BEST BEST & KRIEGER LLP

NP

ATTACHMENT B
Machado Lake Trash TMDL Reporting Form

Modified MFAC Assessment of Partial Capture / Institutional Controls
Summary Compliance Report
FY2024-25

Total Storm Year Trash Discharge by Reporting Period						
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5		
Reporting Period	Annual Trash Discharge Rate (gal. per year)	Annual Trash Generation Rate (gal. per year) ¹	Effluent Limitation Percent Reduction	Final Percent Reduction of Trash in City	Compliance	Comments
July 2024 - June 2025	1.28	2860.00	100%	99.96%	YES	Figure rounded to the nearest tenth of a percent
Footnotes:						
1. Rolling Hills conducted a trash monitoring program from July 2009-July 2011 by conducting semi-annual trash collections on residential road/equestrian trails (during the rainy season and dry season). The Annual Trash Generation Rate used in this report is the average of that 2-year monitoring data set (2,860 gal. per year).						
Notations:						
Form						
Continue to add to this form for each annual reporting period						
Column 1:	Reporting Period: Part 7.1.(C)(1) of Order No. 01-182 as amended by Order No. R4-2009-0130					
Column 2:	As calculated pursuant to Part 7.1.(B)(1)(b)(2) of Order No. 01-182 as amended by Order No. R4-2009-0130					
	Alternative approaches per Part 7.1.(B)(1)(b)(3) must be approved in advance by the Executive Officer					
Column 3:	Effluent Limitation per Part 7.1, Appendix 7-1, Table 1a or 1b, of Order No. 01-182 as amended by Order No. R4-2009-0130					
Column 4:	Compliance - Yes, if total storm year trash discharge is less than or equal to applicable Interim or Final Effluent Limitation					
Column 5:	Provide comments, if necessary					

Modified MFAC Assessment of Partial Capture / Institutional Controls
Individual Storm Event and Total Storm Year Trash Collected
FY2024-25

Rain Gage Station ID <u>ROLLING HILLS 3.9 SE, CA US</u>							
Total Trash Discharged to Machado Lake							
Col. 1	Col. 2	Col. 3	Col. 4	Col. 6	Col. 7	Col. 8	
Monitoring Site	Date of monitoring event ¹	Date of preceding Storm Event	Precipitation Depth inches	Amount of Trash Collected from Site (gallons)	Trash Discharge (gal. per year)	Comments	
#1 Sepulveda Canyon	01/28/25	01/27/25	1.20	0.00		After rain event	
#2 Black Water Canyon	01/28/25	01/27/25	1.20	1.28		After rain event	
#3 Upper Bent Spring Canyon	01/28/25	01/27/25	1.20	0.00		After rain event	
#4 Unnamed Canyon 1	01/28/25	01/27/25	1.20	0.00		After rain event	
#5 Unnamed Canyon 2	01/28/25	01/27/25	1.20	0.00		After rain event	
#6 Unnamed Canyon 3	01/28/25	01/27/25	1.20	0.00		After rain event	
#7 Aqua Magnon Canyon	01/30/25	01/27/25	1.20	0.00		Unable to monitoring after rain event due to safety concerns. Monitored three days after rain event.	
Total Year 24-25 Trash Collected				1.28	1.28	{amount of trash recovered in gallons}	
Footnotes:							
1. The Regional Board (June 3, 2021) approved the City's request to reduce the monitoring frequency to "once a year immediately following the first major storm of the year".							
Notations:							
Form							
Add additional rows for storm events, if necessary							
Rainfall Station Name of rainfall station used, indicate only the L.A. County station number							
Total Storm Year Trash Discharge = Sum of individual storm event discharges for reporting period (July 1 - June 30).							
Col. 1	Monitoring location						
Col. 2	Date of Monitoring Event						
Col. 3	Date of storm event with 0.25 inch or more of rainfall						
Col. 4	Depth of rainfall taken from nearest rainfall station (in.)						
Col. 6	Amount of trash recovered from monitoring sites, if any (gal.)						
Col. 7	Total Storm year Discharge = trash captured from all monitoring events extrapolated to watershed area						
Col. 8	Provide comments, if necessary						

ATTACHMENT C
Santa Monica Bay Debris TMDL Reporting Form

Total Storm Year Trash Discharge by Reporting Period						
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5		
Reporting Period	Annual Trash Discharge Rate (gal. per year)	Annual Trash Generation Rate (gal. per year) ²	Effluent Limitation Percent Reduction	Final Percent Reduction of Trash in City	Compliance	Comments
July 2024 - June 2025	0.63	1408.00	100%	99.96%	YES	Figure rounded to the nearest tenth of a percent
Footnotes:						
1. The Regional Board (September 3, 2013) approved the City's Santa Monica Bay (SMB) TMRP finding that the City may utilize the Machado Lake TMRP previously approved by the Regional Board and the resulting monitoring data to establish compliance with the SMB TMDL. The City was directed to submit separate annual monitoring reports for the SMB TMDL using the data obtained from the Machado Lake TMRP.						
Notations:						
Form	Continue to add to this form for each annual reporting period					
Column 1:	Reporting Period: Part 7.1.(C)(1) of Order No. 01-182 as amended by Order No. R4-2009-0130					
Column 2:	As calculated pursuant to Part 7.1.(B)(1)(b)(2) of Order No. 01-182 as amended by Order No. R4-2009-0130					
	Alternative approaches per Part 7.1.(B)(1)(b)(3) must be approved in advance by the Executive Officer					
Column 3:	Effluent Limitation per Part 7.1, Appendix 7-1, Table 1a or 1b, of Order No. 01-182 as amended by Order No. R4-2009-0130					
Column 4:	Compliance - Yes, if total storm year trash discharge is less than or equal to applicable Interim or Final Effluent Limitation					
Column 5:	Provide comments, if necessary					

Rain Gage Station ID <u>ROLLING HILLS 3.9 SE, CA US</u>							
Total Trash Discharged to Santa Monica Bay Watershed							
Col. 1	Col. 2	Col. 3	Col. 4	Col. 6	Col. 7	Col. 8	
Monitoring Site	Date of monitoring event ^{1,2}	Date of preceding Storm Event	Precipitation Depth inches	Amount of Trash Collected from Site (gallons)	Trash Discharge (gal. per year) ²	Comments	
#1 Sepulveda Canyon	01/28/25	01/27/25	1.20	0.00		After rain event	
#2 Black Water Canyon	01/28/25	01/27/25	1.20	1.28		After rain event	
#3 Upper Bent Spring Canyon	01/28/25	01/27/25	1.20	0.00		After rain event	
#4 Unnamed Canyon 1	01/28/25	01/27/25	1.20	0.00		After rain event	
#5 Unnamed Canyon 2	01/28/25	01/27/25	1.20	0.00		After rain event	
#6 Unnamed Canyon 3	01/28/25	01/27/25	1.20	0.00		After rain event	
#7 Aqua Magnon Canyon	01/30/25	01/27/25	1.20	0.00		Unable to monitoring after rain event due to safety concerns. Monitored three days after rain event.	
Total Year 24-25 Trash Collected				1.28	0.63	{(amount of trash recovered in gallons)* 0.64 sq mi trib to SMB} / 1.3 sq mi trib to ML	
Footnotes:							
1. The Regional Board (September 3, 2013) approved the City's Santa Monica Bay (SMB) TMRP finding that the City may utilize the Machado Lake TMRP previously approved by the Regional Board and the resulting monitoring data to establish compliance with the SMB TMDL. The City was directed to submit separate annual monitoring reports for the SMB TMDL using the data obtained from the Machado Lake TMRP.							
2. Equation 2 from Rolling Hills TMRP 2019 which scales the discharge to Santa Monica Bay based on data from Machado Lake based on proportionate watershed areas in the City.							
Notations:							
Form							
Rainfall Station		Add additional rows for storm events, if necessary					
Total Storm Year Trash Discharge = Sum of individual storm event discharges for reporting period (July 1 - June30).		Name of rainfall station used, indicate only the L.A. County station number					
Col. 1	Monitoring location						
Col. 2	Date of Monitoring Event						
Col. 3	Date of storm event with 0.25 inch or more of rainfall						
Col. 4	Depth of rainfall taken from nearest rainfall station (in.)						
Col. 6	Amount of trash recovered from monitoring sites, if any (gal.)						
Col. 7	Total Storm year Discharge = trash captured from all monitoring events extrapolated to watershed area						
Col. 8	Provide comments, if necessary						

ATTACHMENT D
2024-25 Sepulveda Canyon Continuous Flow Monitoring
Data Summary Table

Date	24hr Rainfall (inches)	Event Flow Volume (cubic feet)	Cumulative Flow Volume (cubic feet)
9/20/24	0.02	No Flow Data In Range	-
9/28/24	0.01		
11/3/24	0.01		
11/23/24	0.07	No Flow Data In Range	-
11/24/24	0.04		
11/26/24	0.07		
11/27/24	0.03	-	-
12/12/24	0.01	-	-
12/13/24	0.01	-	-
12/24/24	0.01	-	-
12/27/24	0.03	-	-
12/28/24	0.01	-	-
12/30/24	0.01	-	-
12/31/24	0.01	-	-
1/14/2025	0.10	-	-
1/25/25	0.10	-	-
1/26/25	0.90	-	-
1/27/25	0.20	-	-
2/4/25	0.01	-	-
2/5/25	0.19	-	-
2/6/25	0.60	-	-
2/7/25	0.39	-	-
2/12/25	0.45	-	-
2/13/25	1.57	12880.61	12,880.61
2/14/25	0.05	258.13	13,138.74
3/5/25	0.30	-	13,138.74
3/6/25	0.16	-	13,138.74
3/11/25	0.18	-	13,138.74
3/12/25	0.16	-	13,138.74
3/13/25	0.55	-	13,138.74
3/14/25	0.16	-	13,138.74
3/17/25	0.04	-	13,138.74
3/27/25	0.02	-	13,138.74
3/30/25	0.08	-	13,138.74
3/31/25	0.14	-	13,138.74
4/26/25	0.24	No Flow Data In Range ¹	
5/3/25	0.03		
6/3/25	0.07		
6/4/25	0.01		
6/5/25	0.01		
6/9/25	0.01		
6/12/25	0.01		
Total	7.07	13,139	13,139
85% 24 Hour Rainfall Event ($\geq 1.0'$)			
Measured flow volume associated with Rainfall Event $\geq$ 85% 24 Hour Rainfall Event			
Measured flow volume associated with Rainfall Event $<$ 85% 24 Hour Rainfall Event			

1. Data not available between 8/24/2024 and 10/2/2024, 11/23/2024 and 11/24/2024 and between 4/26/2025 and 6/30/2025 due to equipment malfunction.

2. Rainfall Data Source: <https://dpw.lacounty.gov/wrd/rainfall/>

Alert ID/Station Name: Rolling Hills FS 56

3. Rainfall Data Source: https://mesowest.utah.edu/cgi-bin/droman/download_api2.cgi?stn=G0593

Alert ID/Station Name: G0593 (Used for 7/24/2024 - 8/13/2024 and 1/8/2025 - 2/4/2025)

The 85th percentile, 24/hour storm event rainfall depths for Sepulveda Canyon is 1.0 based on the isohyetal map obtained from the 2006 LACDPW Hydrology Manual

City of Rolling Hills Reporting Requirements
Regional Stormwater Permit and Measure W Safe, Clean Water Municipal Program

	Report	Description	Due Date/Agency	Agency for Submittal	Frequency	Consultant that prepares
Reporting Requirements under <u>Regional Stormwater Permit</u> <i>(each of these 3 reports requires signed certification by City Manager scanned and sent to consultant for inclusion with submittal)</i>						
1	Rolling Hills Individual Annual Stormwater Report	Regulatory requirement detailing how the City implemented its stormwater program during the previous reporting year (July through June); includes financial details on the cost of the City's overall stormwater program; includes Sepulveda Canyon flow monitoring results	December 15	LA Water Board	Annually	McGowan Consulting
2	Palos Verdes Peninsula Watershed Group (PVP WMG) Annual Monitoring Report	Summary of results from the PVP WMG's CIMP monitoring conducted during the previous reporting year (July through June)	December 15	LA Water Board	Annually	Geosyntec Consultants via contract with RPV as lead for Peninsula WMG CIMP MOU
3	Palos Verdes Peninsula Watershed Group (PVP WMG) Progress Report	Summarizes PVP Watershed Management Program (WMP) implementation progress; i.e., progress toward meeting stormwater capture goals in the PVP WMP	December 15 & June 15	LA Water Board	Every six months	John L. Hunter and Associates
Measure W Reporting Requirements under the <u>Safe, Clean Water Municipal Program</u> <i>(City staff certifies submittal via online portal)</i>						
4	Rolling Hills Safe, Clean Water (Measure W) Annual Expenditure Report	Details how the City expended its Measure W funds in the previous fiscal year	December 31	LA County DPW	Annually	McGowan Consulting
5	Rolling Hills Safe, Clean Water (Measure W) Annual Expenditure Plan	Details how the City expects to expend its Measure W funds in the upcoming fiscal year <i>(budgetary spreadsheet presented to City Council in February)</i>	April 1	LA County DPW	Annually	McGowan Consulting



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.B.

Meeting Date: 11/24/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Approval of the Fifth Amended and Restated Joint Powers Agreement for the South Bay Cities Council of Governments

Background:

The South Bay Cities Council of Governments (SBCCOG) is a Joint Powers Authority (JPA) composed of 16 cities and the County of Los Angeles that collaborate on regional and sub-regional issues, including transportation and land use, energy and sustainability, homelessness, and more. The SBCCOG was originally formed in 1995 through a JPA, which has since been amended four times to reflect evolving membership and governance needs.

On August 21, 2025, Los Angeles City Councilmember Tim McOsker (Council District 15) submitted a request to amend the Joint Powers Agreement to allow the City of Los Angeles to designate a non-elected alternate representative (Attachment A). Under the existing JPA, only another elected official could serve as an alternate for city members of the SBCCOG. Council District 15 is the only Los Angeles City Council district within the SBCCOG's jurisdiction. Council District 11 has historically served as the alternate representative, but has no jurisdictional ties to the South Bay sub-region.

The SBCCOG Steering Committee reviewed this request and recommended approval, with the stipulation that the language mirror the provision for the Los Angeles County Board of Supervisors' alternates, allowing either the chief of staff or a senior staff person to serve in this role.

At its meeting on October 23, 2025, the SBCCOG Board of Directors voted to recommend that member agencies adopt the Fifth Amended and Restated Joint Powers Agreement incorporating this amendment.

Discussion:

The proposed amendment updates Section 5(a)(2) of the JPA to read:

"The 15th Council District Representative of the City of Los Angeles shall designate their chief of staff or a senior staff person from their office as the City of Los Angeles's Alternate Governing Board Representative."

This change ensures consistent representation of the City of Los Angeles within the SBCCOG Governing Board, even when the elected Councilmember is unavailable to attend meetings. The amendment also maintains parity with the alternate designation provision for the County of Los Angeles. A red-lined version of the JPA is included in this item (Attachment B).

Per the terms of the JPA, amendments require approval by two-thirds (2/3) of all SBCCOG member agencies before they become effective. Each member city's governing body must therefore take formal action to approve the amended agreement (Attachment C).

Fiscal Impact:

None.

Recommendation:

Approve and authorize the Mayor to execute the Fifth Amended and Restated Joint Powers Agreement of the South Bay Cities Council of Governments

Attachments:

1. Attachment A - CL_AGN_251110_CC_SBCCOG_JPA_Amendment_CityOfLA_RequestLetter
2. Attachment B - CL_AGN_251110_CC_SBCCOG_JPA_Red-Lined_5thAmendment
3. Attachment C - CL_AGN_251110_CC_SBCCOG_JPA_Amendment_5thAmendment



TIM McOSKER
Councilmember, 15th District

August 21, 2025

Ms. Jacki Bacharach
Executive Director
South Bay Cities Council of Governments
357 Van Ness Way, #110
Torrance, CA 90501

RE: City of Los Angeles, Council District 15: Alternate Member Request

Dear Ms. Bacharach:

As the representative of the 15th Council District of the City of Los Angeles, I represent the communities of Watts, Harbor Gateway, Harbor City, San Pedro, and Wilmington. My district is the only one in the City of Los Angeles that falls within the jurisdiction of the South Bay Cities Council of Governments (SBCCOG). As the City's sole voice within this body, it is imperative that a representative of my district is always present at proceedings to advocate for the residents I serve.

The 15th Council District encompasses five distinct neighborhoods and is home to over 260,000 residents. Due to its size and geographic scope, my ability to attend every meeting of the SBCCOG is sometimes limited. Under the current Joint Powers Authority rules, I would be required to have another member of the Los Angeles City Council attend in my place when I must be absent. Still, given that my colleagues' districts are equally large and complex, this is difficult to accomplish.

The responsibilities and scope of my role, as well as the size of my district, are more akin to those of a Los Angeles County Supervisor than my Council counterparts in the other cities on the SBCCOG. To ensure my district has consistent representation on the SBCCOG Board of Directors, I respectfully request that Council District 15 of the City of Los Angeles be allowed to designate a non-elected alternate to attend and vote on matters on my behalf, similar to the system used by the County Supervisors.

I hope that you will consider my request to amend Joint Powers Authority Section 5(a)(2), which governs the South Bay Cities Council of Governments, to allow Council District 15 to appoint a non-elected alternate to the Board of Directors to represent me as the Councilmember when I am not available to attend. Should you have any questions or require further information, please contact Aksel Palacios, my Director of Port & Capital Projects, via email at aksel.palacios@lacity.org.

Sincerely,

Tim McOsker
Councilmember, 15th District

~~FOURTH~~FIFTH AMENDED AND RESTATED JOINT POWERS AGREEMENT
“SOUTH BAY CITIES COUNCIL OF GOVERNMENTS”
(A JOINT POWERS AUTHORITY)

This ~~Fourth~~Fifth Amended and Restated Joint Powers Agreement which is dated for identification purposes ~~August-October 2325~~, 2025~~44~~, is made and entered into by and between the public entities (collectively, “Members”) whose names are set forth on Exhibit A, pursuant to Section 6500 *et seq.* of Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

- Section 1. Recitals. This ~~Fourth~~Fifth Amended and Restated Agreement is made and entered into with respect to the following facts.
- a. The South Bay Cities Council of Governments was formed effective as of April 1, 1995. A Notice of Joint Powers Agreement was filed with the California Secretary of State as of June 22, 1995, and assigned file number 1450. The objective of the organization is to explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members.
 - b. This joint powers agreement has been amended ~~three~~four times to make various changes to the rules governing the operation of the organization.
 - c. The Members now desire to further amend the joint powers agreement to effectuate additional changes to the rules governing the operation of the organization.
- Section 2. Creation of Separate Legal Entity. A separate legal entity is created within the meaning of Section 6503.5 of the California Government Code; this entity shall exercise its powers in accordance with the provisions of this ~~Fourth~~Fifth Amended and Restated Agreement and applicable law.
- Section 3. Name. The name of this separate legal entity shall be the South Bay Cities Council of Governments (“Council”).
- Section 4. Purpose and Powers of the Council.
- a. Purpose of Council. The purpose of the Council is to provide a vehicle for the Members to engage voluntarily in regional and cooperative planning and coordination of

government services and responsibilities, to assist the Members in the conduct of their affairs. It is the express intent of the members that the Council shall not possess the authority to compel any Member to conduct any activity or to implement any plan or strategy that the Member does not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among cities in the South Bay for the collective benefit of all.

- b. Common Powers. The Council shall have, and may exercise, the following powers:
- (1) Serve as an advocate in representing the Members of the South Bay Cities at the regional, state and federal levels on issues of importance to the South Bay Cities;
 - (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with subregional or regional significance;
 - (3) Assemble information helpful in the consideration of problems peculiar to the Members;
 - (4) Employ Member resources or presently-existing, single-purpose public/private groups to carry out its programs and projects;
 - (5) Explore practical avenues for voluntary intergovernmental cooperation, coordination, and action in the interest of local public welfare and improving the administration of governmental services;
 - (6) Assist in coordinating subregional planning efforts and in resolving conflicts among the cities in the South Bay as they work toward achieving planning goals;
 - (7) Build consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;
 - (8) Serve as a mechanism for obtaining regional, state, and federal grants to assist in financing the expenditures of the Council;
 - (9) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;
 - (10) Employ agents, officers and employees;

- (11) Apply for, receive and administer a grant or grants under any regional, state, or federal program;
 - (12) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
 - (13) Lease, manage, maintain, and operate any buildings, works, or improvements; and
 - (14) Delegate some or all of its powers to the Executive Director as provided below.
- c. Exercise of Powers. The Council shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this ~~Fourth~~Fifth Amended and Restated Agreement and the Bylaws. For the purpose of determining the restrictions to be imposed on the Council in its manner of exercising its powers pursuant to Government Code Section 6509, reference shall be made to, and the Council shall observe, the restrictions imposed upon the City of Lomita.

Section 5. Creation of Governing Board and General Assembly.

- a. Creation of Governing Board. A Governing Board for the Council ("Governing Board") is created to conduct the affairs of the Council. The Governing Board shall be constituted as follows:
- (1) Designation of Governing Board Representatives. The city council or the Mayor (if the Mayor is so authorized by the Member's charter, ordinances or rules) of each of the city Members except for the City of Los Angeles shall in writing designate one person as the Member's representative on the Governing Board ("Governing Board Representative"). The Governing Board Representative from the City of Los Angeles shall be the elected city councilmember from the 15th District. The Board of Supervisors of the County of Los Angeles shall designate the members of the Board from the 2nd and 4th Supervisorial Districts as its representatives on the Governing Board.
 - (2) Designation of Alternate Governing Board Representatives. The city council or the Mayor (if the Mayor is so authorized by the Member's charter, ordinances or rules) of each of the city Members except for the City of Los Angeles, shall designate one or more persons to serve as the Member's alternate representative

on the Governing Board ("Alternate Governing Board Representative"). The 15th Council District Representative of the City of Los Angeles shall designate their chief of staff or a senior staff person from their office as the City of Los Angeles's Alternate Governing Board Representative. The Supervisors from the 2nd and 4th Supervisorial Districts shall each designate their chief of staff or a senior staff person from their office as the County's Alternate Governing Board Representatives.

(3) Eligibility. No person shall be eligible to serve as a Governing Board Representative or Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members, except for the City of Los Angeles and the County of Los Angeles Alternate Governing Board Representatives. Should any person serving on the Governing Board fail to maintain the status required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5, and the Member shall be entitled to appoint a qualified replacement.

b. Creation of General Assembly. A General Assembly for the Council ("General Assembly") is created to discuss issues and make recommendations to the Governing Board. All elected officials of the legislative bodies of all Members shall be members of the General Assembly. The Chair of the Governing Board shall be the Chair of the General Assembly. A General Assembly may be called by the Chair of the Governing Board or by a majority of the Governing Board representatives.

Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Where applicable, the Governing Board of the Council may permit one or more of the Members to provide in-kind services, including the use of property, in lieu of devoting cash to the funding of the Council's activities.

Section 7. Functioning of Governing Board.

a. Voting and Participation. Through its Governing Board Representative, each Member may cast only one vote for each issue before the Governing Board except for the County of Los Angeles, which shall have two votes – one for District 2 and one for District 4. An Alternate Governing Board Representative may vote in the proceedings of the Governing Board only in the absence of that Member's Governing Board

Representative. A Governing Board Representative or Alternate Governing Board Representative seated on the Governing Board shall be entitled to participate and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member which that Governing Board Representative of Alternate Governing Board Representative represents is not on inactive status (as defined in Section 21.b of this ~~Fourth~~Fifth Amended and Restated Agreement).

- b. Proxy Voting. No absentee ballot or proxy shall be permitted.
- c. Quorum. A quorum of the Governing Board shall consist of not less than fifty percent (50%) plus one (1) of its total membership excluding inactive and suspended members.
- d. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Standing committees shall remain in existence until they are dissolved by the Governing Board. Ad hoc committees shall be dissolved upon completion of their designated functions. Committees, unless otherwise provided by law, this ~~Fourth~~Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and nonrepresentatives to the Governing Board.
- e. Actions. Actions taken by the Governing Board shall be by not less than fifty percent (50%) plus one (1) of the voting representatives of the Governing Board who are present provided that a quorum has been established, unless by a provision of applicable law, this ~~Fourth~~Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of the Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this ~~Fourth~~Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this ~~Fourth~~Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall by resolution establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election of Chair and Vice-Chairs. The Chair of the Governing Board shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this ~~Fourth~~Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board. The 1st Vice-Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this ~~Fourth~~Fifth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. The 2nd Vice-Chair shall serve as Chair in the absence of the Chair and the 1st Vice-Chair and shall perform such duties as may be required by provisions of applicable law, this ~~Fourth~~Fifth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. In addition, the 2nd Vice-Chair shall supervise the Treasurer in the performance of the duties assigned to him or her by Section 14 of the ~~Fourth~~Fifth Amended and Restated Agreement.

A Governing Board Representative shall be elected annually to the position of Chair of the Governing Board, a second Governing Board Representative shall be elected to the position of 1st Vice-Chair of the Governing Board and a third Governing Board Representative shall be elected to the position of 2nd Vice-Chair of the Governing Board, at the first regular meeting of the Governing Board held in June of each calendar year. The terms of office of the Chair, 1st Vice-Chair and 2nd Vice-Chair shall commence on July 1 and expire of the succeeding June 30.

If there is a vacancy, for any reason, in the position of Chair, 1st Vice-Chair or 2nd Vice-Chair, the Governing Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent. A vacancy shall be declared in the event the Member represented by Chair, 1st Vice-Chair or 2nd Vice-Chair is suspended or becomes inactive as provided in Section 21.

Section 12. Executive Director. The Governing Board may appoint by a vote of fifty percent (50%) plus one (1) of the total voting membership a qualified person to be Executive Director, on any basis it desires including, but not limited to, a contract or employee basis. The Executive Director shall be neither a Governing Board Representative, nor an Alternate-Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 21(c) of this ~~Fourth~~Fifth Amended and Restated Agreement). The Executive Director shall be the chief administrative officer of the Council. The Executive

Director shall receive such compensation as may be fixed by the Governing Board. The Executive Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by the provisions of applicable law, this ~~Fourth~~Fifth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board.

- Section 13. Designation of Treasurer. The Governing Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer of the Council. The compensation, if any, of a person or persons holding the office of Treasurer shall be set by the Governing Board.
- Section 14. Duties of Treasurer. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Board. The Governing Board may engage a qualified person to assist the Treasurer in the performance of his or her duties.
- Section 15. Designation of Other Officers and Employees. The Governing Board may appoint or employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.
- Section 16. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever.
- Section 17. Control and Investment of Council Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.
- Section 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Council to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Council in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 19. Term. The Council created pursuant to this ~~Fourth~~Fifth Amended and Restated Agreement shall continue in existence until such time as this ~~Fourth~~Fifth Amended and Restated Agreement is terminated. This ~~Fourth~~Fifth Amended and Restated Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Governing Board.

Section 20. Application of Laws to Council Functions. The Council shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950 et seq. of the Government Code.)

Section 21. Members.

- a. Withdrawal. A member may withdraw from the Council by filing its written notice of withdrawal with the Chair of the Governing Board 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily- assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the Council, until the effective date of termination of this ~~Fourth~~Fifth Amended and Restated Agreement, except that a withdrawn Member shall be entitled to the balance of the annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Council.
- b. Suspension/Inactive Status. A Member will be placed on Suspension or Inactive Status if the following events occur:
 - (1) Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 23 of this ~~Fourth~~Fifth Amended and Restated Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this ~~Fourth~~Fifth Amended and Restated Agreement and the Council. When a Member is suspended, no representative of that Member shall participate or vote on the Governing Board. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension.

(2) Failure to Attend Meetings. If a Member is not represented by its Governing Board Representative or Alternate Governing Board Representative for three consecutive regular meetings of the Governing Board, that Member will be placed on Inactive Status until such time as its Governing Board Representative or Alternate Governing Board Representative next attends a regular meeting of the Governing Board.

c. Admitting Eligible Public Entities. Eligible public entities whose names are set forth on Exhibit C to this ~~Fourth~~Fifth Amended and Restated Agreement ("Eligible Public Entities") shall be admitted to the Council by 1) adopting this ~~Fourth~~Fifth Amended and Restated Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) properly signing this ~~Fourth~~Fifth Amended and Restated Agreement. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this ~~Fourth~~Fifth Amended and Restated Agreement before or after the Effective Date (as defined in Section 28 of this ~~Fourth~~Fifth Amended and Restated Agreement). No vote of the Governing Board shall be required to admit an Eligible Public Entity.

d. Admitting Additional Members. Additional Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Governing Board provided that such a proposed new Member is a city whose jurisdiction, or part thereof, lies immediately adjacent to one or more of the Eligible Public Entities. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 22. Non-Interference with Function of Members. The Governing Board shall not take any action that constitutes an interference with the exercise of lawful powers by a Member of the Council.

Section 23. Limitation of Liability. All agreements entered into by the Council shall contain a limitation of liability provision, providing that, except as voluntarily assumed by a particular Member, Members shall not be liable to employees, contractors and other third parties.

Section 24. Dues of Members. The Members of the Council shall be responsible for the payment to the Council, annually, of dues in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the Council ("Dues"), as provided in the Bylaws.

Section 25. Disposition of Assets. Upon termination of this ~~Fourth~~Fifth Amended and Restated Agreement, after the payment of all obligations of the Council, any assets remaining shall

be distributed to the Members in proportion to the then obligation of those Members' obligation to participate in the funding of the Council.

Section 26. Amendment. This ~~Fourth~~Fifth Amended and Restated Agreement may be amended at any time with the consent of two-thirds (2/3) of all of the legislative bodies of the Members.

Section 27. Incorporation by Reference. Each Exhibit to this ~~Fourth~~Fifth Amended and Restated Agreement is incorporated into the agreement by this reference, as though it were fully set forth in the body of the agreement.

Section 28. Effective Date. The effective date ("Effective Date") of this ~~Fourth~~Fifth Amended and Restated Agreement shall be the first day of the first month following the date on which two-thirds (2/3) of the legislative bodies of the Members adopt and sign this ~~Fourth~~Fifth Amended and Restated Agreement.

That the Members of this ~~Fourth~~Fifth Amended and Restated Agreement have caused this agreement to be executed on their behalf, respectively, as follows:

EXHIBIT A

[List of Member Agencies]

Carson	Los Angeles (15 th Council District
County of Los Angeles	Representative)
El Segundo	Manhattan Beach
Gardena	Palos Verdes Estates
Hawthorne	Rancho Palos Verdes
Hermosa Beach	Redondo Beach
Inglewood	Rolling Hills
Lawndale	Rolling Hills Estates
Lomita	Torrance

EXHIBIT B

[List of Member Agencies in the South Bay Corridor JPA]

Carson	City of Los Angeles
El Segundo	Manhattan Beach
Gardena	Palos Verdes Estates
Hawthorne	Rancho Palos Verdes
Hermosa Beach	Redondo Beach
Inglewood	Rolling Hills
Lawndale	Rolling Hills Estates
Lomita	Torrance

EXHIBIT C

[List of Eligible Public Entities]

Carson	Manhattan Beach
El Segundo	Palos Verdes Estates
Gardena	Rancho Palos Verdes
Hawthorne	Redondo Beach
Hermosa Beach	Rolling Hills
Inglewood	Rolling Hills Estates
Lawndale	Torrance
Lomita	County of Los Angeles
Los Angeles (15 th Council District Representative)	

FIFTH AMENDED AND RESTATED JOINT POWERS AGREEMENT
“SOUTH BAY CITIES COUNCIL OF GOVERNMENTS”
(A JOINT POWERS AUTHORITY)

This Fifth Amended and Restated Joint Powers Agreement which is dated for identification purposes October 23, 2025, is made and entered into by and between the public entities (collectively, “Members”) whose names are set forth on Exhibit A, pursuant to Section 6500 *et seq.* of Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

- Section 1. Recitals. This Fifth Amended and Restated Agreement is made and entered into with respect to the following facts.
- a. The South Bay Cities Council of Governments was formed effective as of April 1, 1995. A Notice of Joint Powers Agreement was filed with the California Secretary of State as of June 22, 1995, and assigned file number 1450. The objective of the organization is to explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members.
 - b. This joint powers agreement has been amended four times to make various changes to the rules governing the operation of the organization.
 - c. The Members now desire to further amend the joint powers agreement to effectuate additional changes to the rules governing the operation of the organization.
- Section 2. Creation of Separate Legal Entity. A separate legal entity is created within the meaning of Section 6503.5 of the California Government Code; this entity shall exercise its powers in accordance with the provisions of this Fifth Amended and Restated Agreement and applicable law.
- Section 3. Name. The name of this separate legal entity shall be the South Bay Cities Council of Governments (“Council”).
- Section 4. Purpose and Powers of the Council.
- a. Purpose of Council. The purpose of the Council is to provide a vehicle for the Members to engage voluntarily in regional and cooperative planning and coordination of

government services and responsibilities, to assist the Members in the conduct of their affairs. It is the express intent of the members that the Council shall not possess the authority to compel any Member to conduct any activity or to implement any plan or strategy that the Member does not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among cities in the South Bay for the collective benefit of all.

- b. Common Powers. The Council shall have, and may exercise, the following powers:
- (1) Serve as an advocate in representing the Members of the South Bay Cities at the regional, state and federal levels on issues of importance to the South Bay Cities;
 - (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with subregional or regional significance;
 - (3) Assemble information helpful in the consideration of problems peculiar to the Members;
 - (4) Employ Member resources or presently-existing, single-purpose public/private groups to carry out its programs and projects;
 - (5) Explore practical avenues for voluntary intergovernmental cooperation, coordination, and action in the interest of local public welfare and improving the administration of governmental services;
 - (6) Assist in coordinating subregional planning efforts and in resolving conflicts among the cities in the South Bay as they work toward achieving planning goals;
 - (7) Build consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;
 - (8) Serve as a mechanism for obtaining regional, state, and federal grants to assist in financing the expenditures of the Council;
 - (9) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;
 - (10) Employ agents, officers and employees;

- (11) Apply for, receive and administer a grant or grants under any regional, state, or federal program;
 - (12) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
 - (13) Lease, manage, maintain, and operate any buildings, works, or improvements; and
 - (14) Delegate some or all of its powers to the Executive Director as provided below.
- c. Exercise of Powers. The Council shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Fifth Amended and Restated Agreement and the Bylaws. For the purpose of determining the restrictions to be imposed on the Council in its manner of exercising its powers pursuant to Government Code Section 6509, reference shall be made to, and the Council shall observe, the restrictions imposed upon the City of Lomita.

Section 5. Creation of Governing Board and General Assembly.

- a. Creation of Governing Board. A Governing Board for the Council ("Governing Board") is created to conduct the affairs of the Council. The Governing Board shall be constituted as follows:
- (1) Designation of Governing Board Representatives. The city council or the Mayor (if the Mayor is so authorized by the Member's charter, ordinances or rules) of each of the city Members except for the City of Los Angeles shall in writing designate one person as the Member's representative on the Governing Board ("Governing Board Representative"). The Governing Board Representative from the City of Los Angeles shall be the elected city councilmember from the 15th District. The Board of Supervisors of the County of Los Angeles shall designate the members of the Board from the 2nd and 4th Supervisorial Districts as its representatives on the Governing Board.
 - (2) Designation of Alternate Governing Board Representatives. The city council or the Mayor (if the Mayor is so authorized by the Member's charter, ordinances or rules) of each of the city Members except for the City of Los Angeles, shall designate one or more persons to serve as the Member's alternate representative

on the Governing Board ("Alternate Governing Board Representative"). The 15th Council District Representative of the City of Los Angeles shall designate their chief of staff or a senior staff person from their office as the City of Los Angeles's Alternate Governing Board Representative. The Supervisors from the 2nd and 4th Supervisorial Districts shall each designate their chief of staff or a senior staff person from their office as the County's Alternate Governing Board Representatives.

- (3) Eligibility. No person shall be eligible to serve as a Governing Board Representative or Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members, except for the City of Los Angeles and the County of Los Angeles Alternate Governing Board Representatives. Should any person serving on the Governing Board fail to maintain the status required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5, and the Member shall be entitled to appoint a qualified replacement.

- b. Creation of General Assembly. A General Assembly for the Council ("General Assembly") is created to discuss issues and make recommendations to the Governing Board. All elected officials of the legislative bodies of all Members shall be members of the General Assembly. The Chair of the Governing Board shall be the Chair of the General Assembly. A General Assembly may be called by the Chair of the Governing Board or by a majority of the Governing Board representatives.

Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Where applicable, the Governing Board of the Council may permit one or more of the Members to provide in-kind services, including the use of property, in lieu of devoting cash to the funding of the Council's activities.

Section 7. Functioning of Governing Board.

- a. Voting and Participation. Through its Governing Board Representative, each Member may cast only one vote for each issue before the Governing Board except for the County of Los Angeles, which shall have two votes – one for District 2 and one for District 4. An Alternate Governing Board Representative may vote in the proceedings of the Governing Board only in the absence of that Member's Governing Board

Representative. A Governing Board Representative or Alternate Governing Board Representative seated on the Governing Board shall be entitled to participate and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member which that Governing Board Representative of Alternate Governing Board Representative represents is not on inactive status (as defined in Section 21.b of this Fifth Amended and Restated Agreement).

- b. Proxy Voting. No absentee ballot or proxy shall be permitted.
- c. Quorum. A quorum of the Governing Board shall consist of not less than fifty percent (50%) plus one (1) of its total membership excluding inactive and suspended members.
- d. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Standing committees shall remain in existence until they are dissolved by the Governing Board. Ad hoc committees shall be dissolved upon completion of their designated functions. Committees, unless otherwise provided by law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and nonrepresentatives to the Governing Board.
- e. Actions. Actions taken by the Governing Board shall be by not less than fifty percent (50%) plus one (1) of the voting representatives of the Governing Board who are present provided that a quorum has been established, unless by a provision of applicable law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of the Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall by resolution establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election of Chair and Vice-Chairs. The Chair of the Governing Board shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board. The 1st Vice-Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. The 2nd Vice-Chair shall serve as Chair in the absence of the Chair and the 1st Vice-Chair and shall perform such duties as may be required by provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. In addition, the 2nd Vice-Chair shall supervise the Treasurer in the performance of the duties assigned to him or her by Section 14 of the Fifth Amended and Restated Agreement.

A Governing Board Representative shall be elected annually to the position of Chair of the Governing Board, a second Governing Board Representative shall be elected to the position of 1st Vice-Chair of the Governing Board and a third Governing Board Representative shall be elected to the position of 2nd Vice-Chair of the Governing Board, at the first regular meeting of the Governing Board held in June of each calendar year. The terms of office of the Chair, 1st Vice-Chair and 2nd Vice-Chair shall commence on July 1 and expire of the succeeding June 30.

If there is a vacancy, for any reason, in the position of Chair, 1st Vice-Chair or 2nd Vice-Chair, the Governing Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent. A vacancy shall be declared in the event the Member represented by Chair, 1st Vice-Chair or 2nd Vice-Chair is suspended or becomes inactive as provided in Section 21.

Section 12. Executive Director. The Governing Board may appoint by a vote of fifty percent (50%) plus one (1) of the total voting membership a qualified person to be Executive Director, on any basis it desires including, but not limited to, a contract or employee basis. The Executive Director shall be neither a Governing Board Representative, nor an Alternate-Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 21(c) of this Fifth Amended and Restated Agreement). The Executive Director shall be the chief administrative officer of the Council. The Executive Director shall receive such compensation as may be fixed by the Governing Board. The Executive

Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by the provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board.

- Section 13. Designation of Treasurer. The Governing Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer of the Council. The compensation, if any, of a person or persons holding the office of Treasurer shall be set by the Governing Board.
- Section 14. Duties of Treasurer. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Board. The Governing Board may engage a qualified person to assist the Treasurer in the performance of his or her duties.
- Section 15. Designation of Other Officers and Employees. The Governing Board may appoint or employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.
- Section 16. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever.
- Section 17. Control and Investment of Council Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.
- Section 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Council to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Council in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

- Section 19. Term. The Council created pursuant to this Fifth Amended and Restated Agreement shall continue in existence until such time as this Fifth Amended and Restated Agreement is terminated. This Fifth Amended and Restated Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Governing Board.
- Section 20. Application of Laws to Council Functions. The Council shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950 et seq. of the Government Code.)
- Section 21. Members.
- a. Withdrawal. A member may withdraw from the Council by filing its written notice of withdrawal with the Chair of the Governing Board 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily- assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the Council, until the effective date of termination of this Fifth Amended and Restated Agreement, except that a withdrawn Member shall be entitled to the balance of the annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Council.
 - b. Suspension/Inactive Status. A Member will be placed on Suspension or Inactive Status if the following events occur:
 - (1) Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 23 of this Fifth Amended and Restated Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Fifth Amended and Restated Agreement and the Council. When a Member is suspended, no representative of that Member shall participate or vote on the Governing Board. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension.
 - (2) Failure to Attend Meetings. If a Member is not represented by its Governing Board Representative or Alternate Governing Board Representative for three consecutive

regular meetings of the Governing Board, that Member will be placed on Inactive Status until such time as its Governing Board Representative or Alternate Governing Board Representative next attends a regular meeting of the Governing Board.

- c. Admitting Eligible Public Entities. Eligible public entities whose names are set forth on Exhibit C to this Fifth Amended and Restated Agreement ("Eligible Public Entities") shall be admitted to the Council by 1) adopting this Fifth Amended and Restated Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) properly signing this Fifth Amended and Restated Agreement. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Fifth Amended and Restated Agreement before or after the Effective Date (as defined in Section 28 of this Fifth Amended and Restated Agreement). No vote of the Governing Board shall be required to admit an Eligible Public Entity.
- d. Admitting Additional Members. Additional Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Governing Board provided that such a proposed new Member is a city whose jurisdiction, or part thereof, lies immediately adjacent to one or more of the Eligible Public Entities. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 22. Non-Interference with Function of Members. The Governing Board shall not take any action that constitutes an interference with the exercise of lawful powers by a Member of the Council.

Section 23. Limitation of Liability. All agreements entered into by the Council shall contain a limitation of liability provision, providing that, except as voluntarily assumed by a particular Member, Members shall not be liable to employees, contractors and other third parties.

Section 24. Dues of Members. The Members of the Council shall be responsible for the payment to the Council, annually, of dues in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the Council ("Dues"), as provided in the Bylaws.

Section 25. Disposition of Assets. Upon termination of this Fifth Amended and Restated Agreement, after the payment of all obligations of the Council, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members' obligation to participate in the funding of the Council.

- Section 26. Amendment. This Fifth Amended and Restated Agreement may be amended at any time with the consent of two-thirds (2/3) of all of the legislative bodies of the Members.
- Section 27. Incorporation by Reference. Each Exhibit to this Fifth Amended and Restated Agreement is incorporated into the agreement by this reference, as though it were fully set forth in the body of the agreement.
- Section 28. Effective Date. The effective date ("Effective Date") of this Fifth Amended and Restated Agreement shall be the first day of the first month following the date on which two-thirds (2/3) of the legislative bodies of the Members adopt and sign this Fifth Amended and Restated Agreement.

That the Members of this Fifth Amended and Restated Agreement have caused this agreement to be executed on their behalf, respectively, as follows:

[CITY NAME]

By _____
[NAME OF MAYOR/SIGNATORY, TITLE]

Date _____

ATTEST:

By _____
[CITY CLERK]

APPROVED AS TO FORM:

By _____
[CITY ATTORNEY]

EXHIBIT A

[List of Member Agencies]

Carson	Los Angeles (15 th Council District
County of Los Angeles	Representative)
El Segundo	Manhattan Beach
Gardena	Palos Verdes Estates
Hawthorne	Rancho Palos Verdes
Hermosa Beach	Redondo Beach
Inglewood	Rolling Hills
Lawndale	Rolling Hills Estates
Lomita	Torrance

EXHIBIT B

[List of Member Agencies in the South Bay Corridor JPA]

Carson	City of Los Angeles
El Segundo	Manhattan Beach
Gardena	Palos Verdes Estates
Hawthorne	Rancho Palos Verdes
Hermosa Beach	Redondo Beach
Inglewood	Rolling Hills
Lawndale	Rolling Hills Estates
Lomita	Torrance

EXHIBIT C

[List of Eligible Public Entities]

Carson	Manhattan Beach
El Segundo	Palos Verdes Estates
Gardena	Rancho Palos Verdes
Hawthorne	Redondo Beach
Hermosa Beach	Rolling Hills
Inglewood	Rolling Hills Estates
Lawndale	Torrance
Lomita	County of Los Angeles
Los Angeles (15 th Council District Representative)	



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 13.A.

Meeting Date: 11/24/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Receive and file a verbal update from the Storm Drain Ad Hoc Committee

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Attachments:

None



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.A.

Meeting Date: 11/24/2025

To: City Council
From: Samantha Crew, Management Analyst
Thru: Karina Bañales, City Manager
Subject: Receive and file a Public Safety and Emergency Preparedness Update

Background:

Protecting the safety and well-being of Rolling Hills residents remains a foundational responsibility of the City. As challenges evolve, from seasonal weather impacts to utility de-energization and regional wildfire risk, the City continues to refine its preparedness posture through intentional planning, cross-agency coordination, and investment in long-term resilience. Staff regularly brief the City Council on public safety matters to help inform decisions and identify areas that require attention related to public safety and emergency preparedness. This report contributes to that ongoing situational awareness by outlining recent actions and noting developments within the City.

Discussion:

This monthly Public Safety and Emergency Preparedness Report provides an overview of the initiatives, partnerships, and operational activities that support the City's readiness goals. Emphasis is placed on proactive risk reduction, interagency communication, and continuous improvement across emergency planning and response functions. The City also remains deeply committed to community engagement, offering residents regular educational opportunities and outreach events designed to build individual and neighborhood preparedness.

Staff maintain working relationships with law enforcement, fire services, utilities, and the Peninsula's neighboring jurisdictions, enabling an integrated approach that strengthens shared capabilities. Through these efforts, paired with active resident involvement, the City continues to enhance community resilience and uphold its commitment to safeguarding people, property, and the natural environment.

SoCalGas Restoration

SoCalGas continues its repair and infrastructure upgrade work in parts of the City of Rolling Hills as part of the broader restoration effort. Work on Quail Ridge Road South is now complete, and four customers are eligible to be re-energized whenever they are ready. On Cinchring Road, work is progressing and is expected to be completed by November 22, weather permitting. Work has also begun on Portuguese Bend Road, but will pause on November 24 for the Thanksgiving holidays. There are no customers yet for Cinchring Road, and residents along Portuguese Bend Road are not

expected to be ready for service restoration until the new year.

In addition to these location-specific updates, SoCalGas is installing long-term safety enhancements throughout Rolling Hills, including the replacement of damaged gas mains, installation of automatic shut-off and isolation valves, expanded pressure monitoring, and additional survey markers to better track ongoing land-movement conditions. These upgrades are intended to support the safe resumption of natural gas service where conditions allow.

Once work in each area is complete, SoCalGas will contact eligible homeowners whose properties have not been red- or yellow-tagged to confirm their interest in restoring service. Prior to reconnection, residents may need to verify account information, ensure appliance conversions are completed if they previously used propane, and address any safety recommendations for their home piping. During the restoration appointment, SoCalGas technicians will conduct a leak test and perform a full safety check of all connected natural gas appliances. An adult must be present for the appointment, and residents are reminded not to attempt to restore gas service themselves.

SCE Re-Energization

Most Rolling Hills homeowners who elected to restore electricity following the service interruptions have now been reconnected. The City, Los Angeles County, and Southern California Edison (SCE) continue to work together to close out the few remaining cases. To reduce the burden on residents, the City has waived all permitting fees for this work through December 2025.

Looking ahead, SCE is preparing an infrastructure project scheduled to begin in the first quarter of 2026 as part of its Tension Relief Strategy (TRS), which is designed for areas affected by ongoing land movement. Staff continue to meet with SCE as they refine the scope of this work, which will include the installation of taller, more resilient poles, covered conductors, and specialized tension-relief devices that help absorb ground shifts and protect power lines from damage. The project is intended to reduce strain on existing electrical circuits and infrastructure, with engineering efforts expected to be completed by early 2026, followed by local planning and environmental clearances. Construction activities may result in short maintenance-related power outages or temporary traffic impacts, and residents will receive advance notification, anticipated between January and February 2026, to allow time for planning. The City will continue coordinating closely with SCE and partner agencies to minimize disruption throughout the project.

In a recent meeting, SCE briefed staff on a recent concern involving solar backfeed during a service reconnection in Rancho Palos Verdes. While the incident resulted in no injuries or property damage, it prompted SCE to review internal documentation and reconnection protocols. To address this, SCE will be sending letters to affected residents outlining proper reconnection procedures and safety precautions to prevent similar occurrences. At this time, two properties have had power restored.

Temporary Emergency Improvements Related to Utility Service Shut-Offs

In September 2024, unexpected utility service shut-offs left many residents without power or gas, creating an urgent need for temporary improvements such as generators, solar equipment, and propane tanks to meet essential needs. In response, City staff worked closely with residents and contractors to facilitate these temporary measures, prioritizing collaboration, flexibility, and public safety.

To support these efforts, staff reviewed the Rolling Hills Municipal Code and confirmed that sufficient legal authority existed to accommodate short-term emergency installations. The City's Temporary Use Permit (TUP) regulations, found in Chapter 17.48, provide flexibility for temporary uses during unique or urgent circumstances. Specifically, Section 17.48.040(C) authorizes approval of "similar temporary uses which, in the opinion of the review authority, are compatible with the zoning district

and surrounding land uses,” allowing staff to approve generators, solar equipment, and propane tanks during the emergency. Additionally, Section 17.48.020(B) exempts emergency public health and safety activities from TUP requirements and other City approvals, further streamlining the process for urgent installations.

For nearly a year, Staff has been working with Southern California Edison (SCE) to restore power for residents. As service is reinstated, Staff continues to support residents by acting as a conduit between Los Angeles County Public Works Building and Safety, Los Angeles County Fire Department, SCE, and solar contractors to ensure all permit requirements are met. In recent weeks, residents who initially chose not to restore power have requested service reinstatement, and some homes that were under construction are now ready for restoration. Fewer than ten properties remain without power, either by choice or due to ongoing construction.

Southern California Gas (SCG) has begun restoring gas service to only a few residents in the impacted area. Staff is currently reviewing propane permits to ensure that residents opting out of gas restoration receive guidance for transitioning from temporary solutions to permanent installations. These emergency authorizations are temporary and do not replace the City’s standard permitting requirements. Residents who wish to retain any installations after utility service is fully restored will be contacted and assisted through the City’s formal permitting process, ensuring public safety and regulatory compliance once normal conditions resume. Staff will coordinate with the Los Angeles Fire Department — Station 56 to assist Staff with inspecting propane tanks for those who wish to make them permanent.

Emergency Outdoor Siren System

At the time this report was prepared, staff were scheduled to participate in the Rolling Hills Community Association (RHCA) Board of Directors meeting regarding the easement licensing request for the proposed siren installation. An easement licensing application was submitted to the Board, and following a field visit to the Garden Triangle at Upper Blackwater Canyon Road and Portuguese Bend Road, the Board will review and discuss the request. Staff will be present to answer any questions. If approved, staff will work with the City’s outdoor emergency siren vendor, HQE Systems, to finalize design plans and begin the permitting process.

Staff also recently met with HQE to explore the feasibility of installing a second siren pole in the Chesterfield area. The City Council previously determined that a 30-foot pole would be preferred for the Chesterfield cul-de-sac, rather than a 50-foot pole. While this height reduces visual impact, it also decreases sound propagation and creates a coverage gap. The Council therefore directed staff to work with HQE to identify a suitable location for an additional siren pole in the area. Staff will continue coordinating with HQE to develop a solution that meets both coverage needs and community considerations.

Fiscal Impact:

None

Recommendation:

Receive and file the report and provide direction to staff

Attachments:

None



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.B.

Meeting Date: 11/24/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Receive and file the Property Line Survey for 1 Portuguese Bend Road, Tennis Court ADA Project Update, and, if desired provide direction to staff

Background:

The Tennis Court ADA Project's Construction Agreement was approved by the City Council on July 28, 2025. Work began in early September and is currently ongoing. During the past month, the neighbors sharing the west and south boundaries expressed concern that the construction was encroaching on their property. To avoid prolonged construction delays, the Rolling Hills Community Association (RHCA) assisted the City by contracting with its current vendor, O'Neil Land Surveying, Inc. (O'Neil), to expeditiously perform an updated survey.

Discussion:

Survey Results and Property Line Encroachment

O'Neil's survey (Attachment A) confirms that the City is not encroaching on the neighboring property. However, the survey determined that the neighboring property is currently encroaching onto City property in the southwest corner. Based on the preliminary findings reported on Friday, October 17, staff met with the neighbor on Monday, October 20, to discuss the results. While construction along the shared property line was paused during the survey process, work has continued in other areas of the site. During the meeting, the neighbor informed staff that an easement exists allowing the southwest encroachment onto City property. Staff is researching this claim and will review the property title to confirm whether such an easement exists.

As of this agenda's publishing, the following has been completed:

- Demolition
- Excavation for the future retaining wall, cabana pad
- Grading and compaction along the western portion for the future retaining wall, cabana pad, and upper viewing pad
- Installation of rebar and formwork for retaining wall and cabana footings

In the coming weeks, construction will continue with:

- Concrete pouring for the current work area
- Continued grading/compaction/formwork, etc., towards the eastern portion of the project site
- Drainage pipe and outfall work along the northwest portion of the property
- Conduit/plumbing/irrigation sleeves installed
- Asphalt placement/striping/signage

Zoning Code Clarification

The neighboring property owner also inquired why the City is not required to comply with residential setback standards. Staff clarified that the site is governed by Zoning Code Chapter 17.20 (Public Facilities), specifically Section 17.20.130, which exempts City-owned properties such as the tennis court from the provisions of that chapter, including setback requirements (Attachment B). This section was adopted to acknowledge that City-owned facilities serve a public purpose and are not subject to the same development standards as private properties. The City Attorney's Office has reviewed and confirmed this interpretation, and the homeowners' association (HOA) has provided the same clarification to the neighboring property owner.

Neighborhood Outreach and Response to Resident Concerns

City and RHCA staff met with neighboring residents to discuss concerns related to privacy, noise, and activities at the improved tennis facility. During the meeting, staff acknowledged residents' concerns and confirmed that plant screening will be installed and maintained to ensure adequate privacy. RHCA also agreed to address any noise or use concerns that may arise following construction and to seek resident input before making any changes to court hours or allowing the area to be used for non-tennis club events. Additionally, RHCA committed to screening the new security light north of the guard gate and to continuing collaboration with residents on view preservation, operational hours for the courts and cabana, and noise reduction efforts.

Conclusion

The survey has confirmed that the City's project does not encroach on the adjacent property. Staff continues to research the asserted easement to confirm the extent of the neighbor's encroachment. Construction activities remain on schedule, and zoning clarifications have been reaffirmed to ensure transparency, consistency, and compliance with the City's Public Facilities standards. City and RHCA staff continue to work closely with the Bergman Group, the construction management team, and Fidelity to ensure the project remains on schedule and progresses efficiently. While unexpected issues have arisen, resulting in additional costs, the project is currently on track to meet the scheduled 120 working days' completion date of approximately February 24, 2026.

Fiscal Impact:

The City will credit the RHCA in the amount of \$5,233.70 (Attachment C) as part of their cost sharing agreement for conducting the survey.

Recommendation:

Receive and file, and, if desired provide direction to staff

Attachments:

1. Attachment A - PL_ADR_251030_1PBR_Oneil_Survey_TennisCourts_24x36
2. Attachment B - Chapter 17.20 PUBLIC FACILITIES (PF) ZONE
3. Attachment C - PW_CHC_251010_RHCA_ONeillSurveying_Proposal_1PBR_E

MONUMENT NOTES:

- 1

FD S&W (ILLEGIBLE) PER R4, DOWN 5"
- 2

FD SPK PER R2, DOWN 3"
- 3

FD 2" IP LS 1429 PER R1 DOWN 15"
- 4

FD 1" REBAR & CAP RCE 24626 IN LIEU OF 3" IP TAGGED RCE 24626 PER R3, ACCEPTED AS PROPERTY CORNER.
- 5

FD 1" IP & CAP RCE 27797, NO REFERENCE, LEANING N 31° 46' 03" E, 0.19' FROM PROPERTY LINE AT ROAD EASEMENT.
- 6

FD 1" IP & CAP (CAP BROKEN & NO. IS ILLEGIBLE) NO REFERENCE, S 82° 00' 11" E, 0.11' FROM PROPERTY CORNER.
- 7

FD 1" IP & CAP (CAP BROKEN & NO. IS ILLEGIBLE) NO REFERENCE, LEANING NORTHEASTERLY BY TREE ROOT N 42° 20' 45" E, 0.21' FROM PROPERTY CORNER.
- 8

ESTABLISHED MOST EASTERLY CORNER OF LOT 25, R1 AT RECORD DISTANCE (103.50') PER R1.
SET MAG. NAIL & WASHER LS 8958.
- 9

ESTABLISHED AT RECORD DISTANCE (282.18') FROM THE MOST EASTERLY CORNER OF LOT 25 PER D1.
SET MAG. NAIL & WASHER LS 8958.
- 10

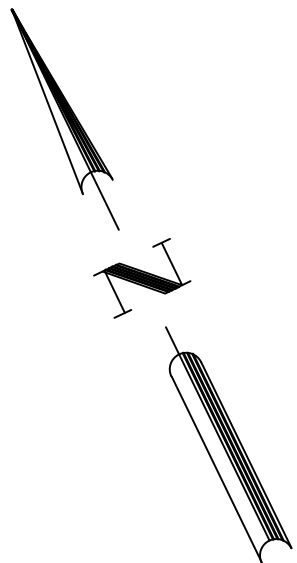
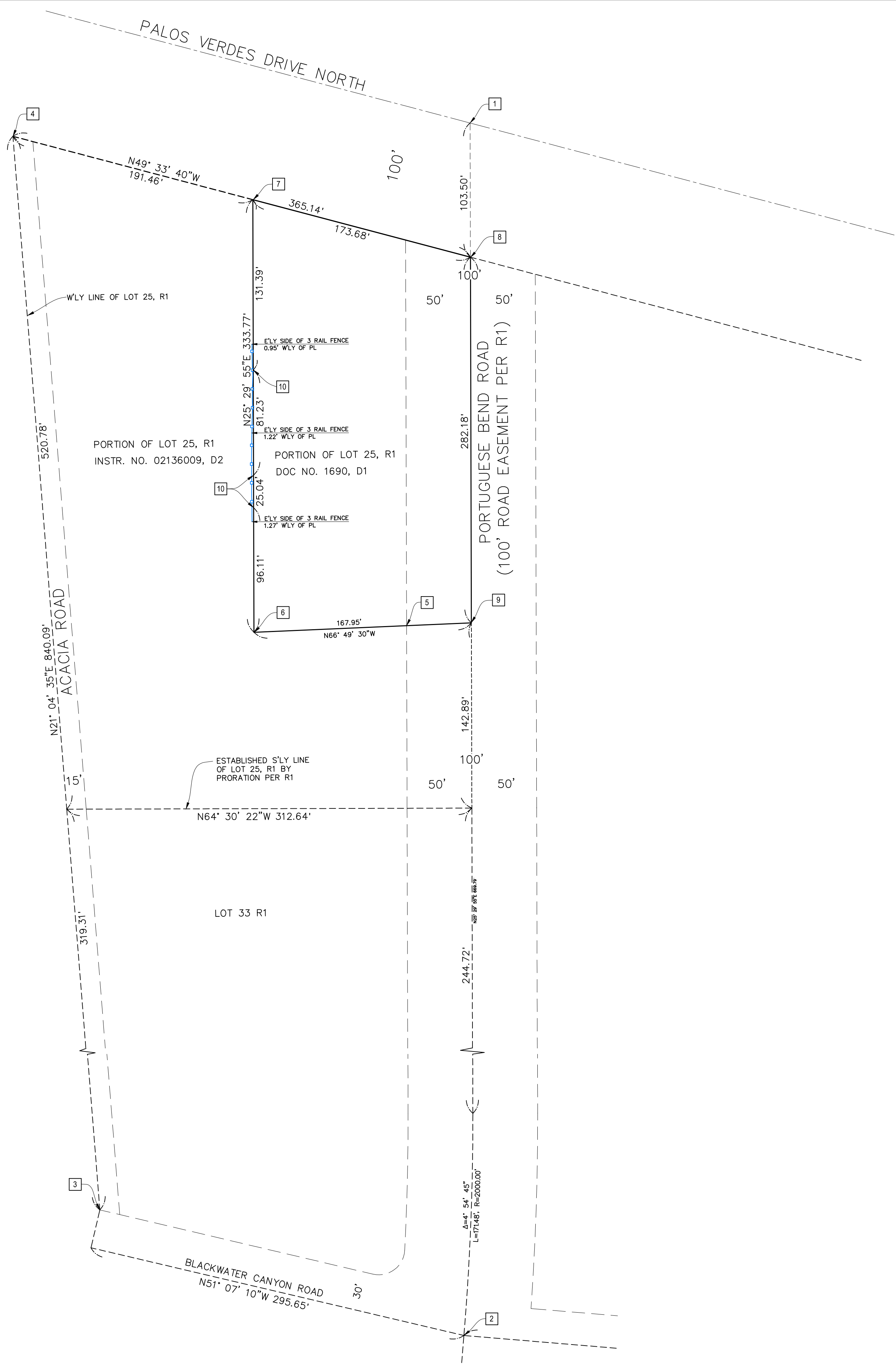
SET REBAR & CAP LS 8958 ON PROPERTY LINE.

REFERENCES:

R1 ROLLING HILLS TRACT, MB 201/29-36
R2 TRACT 27316, MB 786/45-46
R3 PWFB 0318-1700-1701
R4 RDFB 0318-1

DEEDS:

D1 DOCUMENT NO. 1690, BOOK D1793, PAGE 580,
RECORDED OCTOBER 18, 1962, OFFICIAL RECORDS.
D2 INSTRUMENT NO. 02136009 RECORDED JUNE 14, 2002.



O'NEILL LAND SURVEYING, INC. BONEILL24@GMAIL.COM (310) 318-4776	
CLIENT:	RHCA 1 PORTUGUESE BEND ROAD ROLLING HILLS, CA.
TITLE:	PROPERTY LINE SURVEY 1 PORTUGUESE BEND ROAD ROLLING HILLS, CA.
Date:	10-30-2025
Job No.	2025-034
Drawn:	BGO
Scale:	1"=50'
Sheet	1
Of	1 Sheets

Chapter 17.20 PUBLIC FACILITIES (PF) ZONE

Sections:

17.20.010 Intent and purpose.

The intent and purpose of the public facilities (PF) zone is to provide suitable areas within the City for the location of necessary community facilities and public services.

(Ord. 239 § 11(part), 1993).

17.20.015 Index of permitted uses.

Appendix A of this title contains an Index of Permitted Uses which summarizes use regulations for all zones. This index supplements Sections 17.20.020 through 17.20.040. In the event of any conflict, the regulations of Sections 17.20.020 through 17.20.040 shall govern.

(Ord. 239 §11(part), 1993).

17.20.020 Permitted uses.

The following uses are permitted in the PF zone:

- A. Civic center;
- B. Gatehouses;
- C. Recreational facilities.

(Ord. 239 §11(part), 1993).

17.20.030 Accessory uses.

The following uses are permitted as accessory uses to a use which is permitted either by right or by conditional use permit:

- A. Off-street parking.

(Ord. 239 §11(part), 1993).

17.20.040 Conditional uses.

The following uses are permitted as primary uses provided a conditional use permit has been issued pursuant to the provisions of Chapter 17.42 of this title.

- A. Elementary schools offering State-mandated curriculum;
- B. Fire stations;
- C. Golf courses and other municipal recreation areas;

-
- D. Parks and playgrounds;
 - E. Public utility buildings or structures, including reservoirs and tanks, necessary for the provision of essential utility services to permitted uses in the City, but excluding wires, pipelines, and poles. Cellular antenna specifically are not permitted;
 - F. Police stations;
 - G. Public libraries and museums;
 - H. Public structures determined by the Planning Commission and City Council to be necessary for the community;
 - I. Recycling centers.

(Ord. 239 §11(part), 1993).

17.20.050 Site plan review required.

Site plan review shall be required for development in the PF zone pursuant to the provisions of Chapter 17.46.

(Ord. 239 §11(part), 1993).

17.20.060 Lot dimensions.

The minimum lot width shall be one hundred fifty feet.

(Ord. 239 §11(part), 1993).

17.20.070 Lot coverage.

Structures may not cover more than thirty-five percent of the net lot area, although the actual coverage allowed for individual uses shall be established through the site plan review and conditional use permit processes.

(Ord. 239 §11(part), 1993).

17.20.080 Setbacks.

- A. Setbacks shall be established on an individual project basis through the site plan review and conditional use permit processes.
- B. Any structure which has direct vehicular access to any right-of-way shall be located no less than twenty feet from the right-of-way; any other setback requirements which exceed this standard shall supersede this standard.

(Ord. 239 §11(part), 1993).

17.20.090 Building height.

No building shall have more than one story, meaning there shall be no story on top of another, except as permitted in Section 17.16.080(B) of this title.

(Ord. 239 §11(part), 1993).

(Ord. No. 327, § 6 (Exh. A, Pt. 13), 6-11-2012)

17.20.100 Access and parking.

The amount of required parking shall be determined on an individual project basis through the site plan review or conditional use permit process.

(Ord. 239 §11(part), 1993).

17.20.110 Signs.

- A. The number of identification signs for onsite uses shall be limited to two signs.
- B. The total area of such signs shall not exceed three square feet; the sign shall be fastened to a wall of the building which houses the use and shall not project from any wall more than four inches.

(Ord. 239 §11(part), 1993).

17.20.120 Balanced grading required.

Per the requirements of the City's Building Code (Title 15 of the Municipal Code), no export of cut materials nor import of fill materials shall be permitted in connection with any grading performed in the City, unless otherwise permitted pursuant to Title 15.

(Ord. 239 §11(part), 1993).

17.20.130 Exceptions for City properties.

City-owned properties, and structures shall be exempt from the provisions of this chapter.

(Ord. 239 §11(part), 1993).

(Ord. No. 330, §§ 6(1), (2), 10-22-2012)

Editor's note(s)—Section 6(2) of Ord. No. 330, adopted Oct. 22, 2012, changed the title of § 17.20.130 from "Exceptions for city structures" to "Exceptions for city properties."

O'Neill Land Surveying, Inc.

26920 Indian Peak Rd.
Rancho Palos Verdes, CA 90275
(310) 318-4776; boneill24@gmail.com

October 9, 2025

Client: Rolling Hills Community Association
1 Portuguese Bend Road
Rolling Hills, Ca
kbishop@rhca.net

Purpose: To provide a boundary survey for the tennis court parcel.

Scope of Work

The scope of work shall include the following:

- Stake four property corners and one intermediate point on the westerly property line (offset stakes to be set if corners/lines are inaccessible).
- Prepare stamped drawing showing the property lines and monuments set.
- Prepare and file Record of Survey with L.A. County.
- Respond to plan check comments as necessary.

Payment Schedule

The following is estimated payment schedule for the above scope of work:

<i>Proposed Survey Fee:</i>	<i>\$4,500.00</i>
<i>LA County Fee:</i>	<i>\$733.70</i>

Deliverables to Client

- The Client will receive via email a pdf copy of the Property Line Survey drawing.

Premises (Assumptions, Conditions, or Restrictions)

The following assumptions, conditions, and/or restrictions may apply:

- The estimated fee is based on the following assumptions:
 - the record survey monuments needed to complete this survey are in place and readily available;
 - the site will be available for entry without delay.
 - the legal description of the property mathematically closes.
- Client to provide copy of Grant Deed.

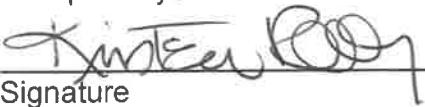
- Revisions and/or additions to the scope of work outlined above will be in addition to the estimated fee.
- Retainers are to be paid prior to commencement of the work and are credited to final billing.
- Mylar printing fees and delivery fees to the LA County office are included in proposed fee.
- LA County fee listed in the payment schedule is in addition to the survey fee and is for 1 plan check and recording fee. If the LA County plan checker requires additional plan checks, the fee will be the responsibility of the client.
- The fee or balance of the fee is due and payable upon completion of the work. Accounts unpaid over 30 days will be charged an additional service charge of 10% per month. If a suit or other legal action is instituted to collect fees, client agrees to pay, in addition, all costs of collection and reasonable attorney's fees.
- A written request by either party may be issued for the cancelation of the work before completion. The work completed to the point of cancellation will be invoiced on an hourly basis and must be paid in full for services furnished.
- If O'Neill Land Surveying, Inc. is required to appear in any legal action relating to any work performed under this agreement that is not due to surveyor error, client agrees to pay O'Neill Land Surveying, Inc. prevailing hourly rates for such appearance, reasonable attorney's fees, and costs.
- Proposed quote valid for 30 days.

To authorize O'Neill Land Surveying, Inc. to proceed with the work under the outlined terms, please sign and return this contract along with the indicated retainer fee for this project.

Thank You,

Brian G. O'Neill, L.S. 8958
O'Neill Land Surveying, Inc.

Accepted By:


Signature

1 ~~09~~ 10/10/25
Date


Title



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.C.

Meeting Date: 11/24/2025

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Consideration of authorizing the City Manager to adjust the salary range for the Planning Manager position

Background:

Recruiting talented staff remains a top priority for the City, as staff have worked to build a strong and dedicated Planning Department. In recent months, staff has focused on filling key positions, including the Code Compliance Officer/Permit Technician, Assistant Planner, and especially the crucial Planning Manager role. Along this journey, we have faced challenges common to many municipalities, such as competition for qualified candidates, evolving compensation expectations, and the need to foster a work environment that supports both recruitment and long-term retention. These experiences have reinforced the importance of maintaining competitive salary schedules to attract, support, and retain the talented individuals who contribute to the City's stability and success.

Since the Planning Director position became vacant in November 2024, I have spent time understanding the nuances of the Planning Department, which included staff workload, planning complexities, studying current classifications, and evaluating the expertise of current employees. The evaluation included how to best structure the department for sustained success. This Planning Department has seen inconsistency since 2019, when the previous long-serving Planning Director retired. Since then, turnover has been high, with employees coming and going within the Planning Department. The absence of continuity has impacted the preservation of institutional and historical knowledge critical to managing City projects effectively.

As a result of the evaluation, a Planner Manager position was created. The Planning Manager position would address the City's immediate operational needs while fostering long-term leadership development. This role provides hands-on management for active projects and establishes a pathway for professional growth toward a future Director-level position.

The City Council, in approving the Planning Manager position, established a unique approach. Unlike most cities on the Peninsula, Rolling Hills now offers a rare opportunity for advancement beyond the Senior Planner level. Among surveyed cities, only El Segundo, Lawndale, and Signal Hill have a Planning Manager role; others generally cap out at Planner or Senior Planner. In many agencies, planners report directly to a Deputy Director or Director, limiting advancement opportunities and often

leading talented staff to seek growth elsewhere. By offering a Planning Manager role, Rolling Hills sets itself apart, creating a career ladder that supports retention, motivates employees, and encourages sustainable growth for both the organization and the community.

Recognizing the critical role compensation plays in attracting strong candidates, the City Council directed staff to review comparable classifications in neighboring agencies and update salary schedules accordingly and reduce the recommended salary range for the Planning Manager position by up to 10%, including using comparable agencies without a Planning Manager classification to utilize the Senior Planner classification for similar roles, was made with fiscal prudence in mind (Attachment A).

As a City that relies heavily on property tax revenues, Rolling Hills places significant value on maintaining responsible budgeting practices while striving to attract and retain qualified staff. This approach reflects a careful balance between competitive compensation and long-term financial stewardship, which is highly regarded by our community and leadership.

However, despite these measures, communicating the vision of growth and opportunity within the Planning Department and successfully filling the Planning Manager position has proven challenging.

Candidates are weighing compensation and work-life balance alongside professional development prospects, making it difficult to fully “sell” the position’s potential. The City remains committed to sustaining this balance while exploring strategies to attract top talent that supports both organizational goals and fiscal responsibility.

This evening, staff respectfully seeks City Council authorization to revise the salary schedule for the Planning Manager position only, as it remains the sole vacancy. Specifically, staff requests reconsideration of the City Manager’s initial recommended salary schedule to better support successful recruitment for this critical role.

Discussion:

Planning Department Recruitment Updates

Code Compliance Officer / Permit Technician

The Code Compliance Officer/Permit Technician position was created to enhance community service by combining code enforcement and permit processing into a single, full-time role. It ensures timely response to compliance issues, promotes community understanding and environmental awareness, and efficiently processes counter projects, answers code-related questions, and issues construction and demolition permits. By handling these operational tasks, the position allows the Assistant Planner and Planning Manager to focus on larger, more complex projects and work closely with applicants and their professional teams. This new approach, merging the former part-time Bookkeeper/Clerk role with contracted Code Enforcement services, was successfully implemented and filled within 60 days.

Assistant Planner

After three years of service with the City, the incumbent Assistant Planner left in October to accept a promotional position with a neighboring agency, offering increased salary and career growth. Following this vacancy, the City promptly announced the opening, conducted interviews, and selected a candidate aligned with the City’s standards and future growth goals. The new employee is currently completing pre-employment requirements and is expected to begin work by the end of November.

Entry-level classifications like these continue to attract individuals eager to grow their careers in

planning. By offering advancement pathways and supporting professional development, the City helps them develop their skills and remain with Rolling Hills.

Planning Manager Recruitment Challenges

Delivering high-quality service is a core part of the City's culture and a value the community consistently appreciates. Maintaining these standards requires strong leadership, particularly in the Planning Manager role, which oversees many of the City's most complex and visible projects. A well-qualified Planning Manager provides significant value through careful project oversight, continuity in departmental operations, and effective communication with residents and applicants.

Despite proactive recruitment efforts, including three hiring cycles and outreach to more than a dozen qualified candidates, the position has been challenging to fill. Those that have declined applying for the offer have cited concerns about work-life balance and compensation.

Throughout the recruitment process, public sector recruiters and industry peers were consulted to better understand the challenges of today's job market. Many agencies spend nearly a year trying to hire Planners, Senior Planners, Planning Managers, or Planning Directors, but in some cases, it takes two years to fill. In the case of the Rolling Hills Planning Manager position, several common themes also emerged among interested candidates:

- **Work-Life Balance**: Candidates increasingly prioritize flexibility and manageable workloads. The Planning Manager role encompasses a broad range of responsibilities, which can make balancing professional and personal demands more challenging in a smaller team than in larger agencies. Ensuring that the work aligns with compensation is important.
- **Organizational Scope**: Rolling Hills is primarily focused on residential, single-story homes and maintaining the City's distinctive character. This approach emphasizes careful, context-sensitive development that preserves the natural landscape, scenic views, and overall community aesthetics. While this provides specialized experience in thoughtful planning, it may not offer the high-volume project exposure or diverse advancement opportunities that some professionals seek. In comparison, planners in other agencies often work on mixed-use projects, commercial development, historical preservation of city structures, and other varied planning contexts.
- **Salary Competitiveness**: The current salary overlaps with Senior Planner roles at neighboring agencies, making it difficult to attract experienced Senior Planners who are willing to take on broader responsibilities for comparable pay.

Positive Candidate Feedback and Attraction to Growth Opportunities

Setting aside compensation, it is important to highlight that candidates shared positive feedback about the City's approach to hiring a Planning Manager with the potential to grow into a Director role, noting that it reflects thoughtful succession planning. They were excited about the opportunity to build a long-term career in Rolling Hills and felt their contributions would be valued. Several candidates highlighted their enthusiasm for mentoring and developing staff, taking on projects unlike typical residential developments, and designing homes with unique features, such as finished levels or living spaces built below the main structure. They also appreciated the chance to connect directly with residents and be part of a close-knit community that values its distinctive and highly regarded homes. Ultimately, compensation was key.

Overview of Salary Schedule Considerations

Competitive Salary Schedule and Citywide Workforce Impacts

While City Council is not addressing other classifications in Rolling Hills at this time, recent

recruitment experiences within the Planning Department highlight a broader issue where competitive compensation is crucial not only to attract new talent but also to retain the skilled employees who already deliver valuable services to the community. For example, recent vacancies, such as the Administrative Assistant position in the City Clerk’s Office, demonstrate how even highly valued staff may be drawn to neighboring agencies offering stronger pay and greater opportunities for advancement. Although the City intended to support internal growth and advancement, some promising employees have opted to pursue opportunities with agencies with deeper financial resources.

These experiences underscore a common challenge faced by smaller cities: maintaining competitive salary schedules is vital for ensuring seamless operations, encouraging internal career growth, and reducing turnover-related disruptions.

Below is a brief history of salary schedules for the Planning Manager position, along with the current list of authorized full-time classifications as approved by City Council, effective July 1, 2025.

City Council Approved Salary Schedule Effective July 1, 2025

Full-Time Classification	Monthly Minimum	Monthly Maximum
City Manager	\$16,738	
Planning Manager	\$7,457	\$11,147
Assistant to the City Manager/City Clerk	\$7,624	\$9,497
Management Analyst	\$6,449	\$8,341
Assistant Planner	\$5,028	\$6,417
Code Compliance Officer/Planning Technician	\$4,551	\$6,085
Administrative Assistant	\$4,373	\$5,795

The final salary schedule above reflects adjustments made by the Personnel Ad Hoc Committee. The Cities of Carson and Hermosa Beach were removed from the primary salary survey due to their significantly larger organizational size compared to the City of Rolling Hills. To ensure a more appropriate comparison, the Cities of Bradbury and Avalon were added to the survey pool. To establish the Planning Manager salary range, the Ad Hoc Committee applied a 10% reduction from the survey median to the bottom step of the classification. The top step of the range reflects the median of the combined salaries, with no further adjustments applied. Because not all surveyed agencies maintain a Planning Manager position, the Senior Planner salary range was used as a proxy when duties and responsibilities were deemed sufficiently comparable (Attachment A). For example, the City of Avalon staff identified a classification closest to that of a Senior Planner or Planning Manager.

Recommended Salary Schedule for the Planning Manager Position – Only

This evening, staff is requesting that the City Council consider the proposed salary schedule previously presented at the May 12 City Council meeting, which recommended a Planning Manager salary range of \$7,325 to \$14,293 per month (Attachment B). This schedule does not include Avalon

or Bradbury, as neither agency employs a Planning Manager. However, the Cities of Carson and Hermosa Beach are included because recruitment patterns show that candidates applying to Rolling Hills traditionally come from the immediate South Bay region.

Including these cities ensures that Rolling Hills remains competitive in attracting qualified candidates who possess the necessary experience, meet organizational needs, and have the potential for professional growth.

Recognizing that Rolling Hills is not a one-size-fits-all organization, and that today's competitive market makes recruitment especially challenging, staff intentionally set the monthly low-end of the salary range 5% below the lowest comparable agency, while maintaining the full median for the top step across all surveyed cities. This structure is intended to attract candidates who meet the qualifications and may currently be in a position below Senior Planner—not due to lack of skill, but due to organizational structures within their current agency that limit opportunities for advancement. See below or attachment B.

Proposed Salary Schedule for Current City Budgeted Positions

Planning Manager		City Clerk/Assistant to the City Manager		Administrative Assistant		Code Compliance Officer/Planning Technician		Management Analyst		Assistant Planner	
Monthly Low	Monthly Top	Monthly Low	Monthly Top	Monthly Low	Monthly Top	Monthly Low	Monthly Top	Monthly Low	Monthly Top	Monthly Low	Monthly Top
\$7,325	\$14,293	\$ 5,541	\$10,716	\$ 3,812	\$ 6,554	\$ 5,078	\$ 7,605	\$ 5,890	\$ 8,618	\$ 5,127	\$ 7,314

Comparable Agencies

Salary Survey of City Council Approved Cities

Agency	City Manager	Planning and Community Services Director		City Clerk/Executive Assistant to the City Manager		Administrative Assistant		Code Enforcement Officer		Planning Manager		Management Analyst		Assistant Planner		Bookkeeper/Administrative Clerk	
		Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top
Carson	\$ 28,600	\$ 15,432	\$ 19,696	\$ 7,976	\$ 10,179	\$5,515	\$7,040	\$6,184	\$7,893	\$ 12,441	\$ 15,879	\$7,410	\$9,457	\$6,289	\$8,026	-	-
El Segundo	\$ 24,336	\$ 13,581	\$ 18,750	\$ 6,583	\$ 8,373			\$6,877	\$8,359	\$ 11,237	\$ 14,293	\$7,176	\$9,128	\$5,988	\$7,278	-	-
Hermosa Beach	\$ 22,765	\$ 14,942	\$ 17,297	\$ 10,736	\$ 12,429	\$5,954	\$7,237	\$6,240	\$7,585	\$ 12,209	\$ 14,840	\$7,123	\$8,658	\$6,045	\$7,349	-	-
Hidden Hills	\$ 17,917			\$ 5,833	\$ 8,711							\$2,885	\$4,038			-	-
La Habra Heights	\$ 12,471															-	-
Lawndale	\$ 21,239	\$ 12,966	\$ 15,761									\$6,657	\$8,092	\$5,768	\$7,005	-	-
Lomita	\$ 20,000	\$ 12,688	\$ 15,422	\$ 8,547	\$ 10,389	\$4,013	\$4,878	\$5,346	\$6,499			\$6,200	\$7,536	\$5,397	\$6,560	-	-
Palos Verdes Estates	\$ 20,833	\$ 10,735	\$ 16,050	\$ 8,895	\$ 11,148	\$4,579	\$5,845	\$5,989	\$7,280	\$ 7,711	\$ 9,672	\$6,345	\$8,502			-	-
Rancho Palos Verdes	\$ 21,250	\$ 14,437	\$ 18,768	\$ 11,825	\$ 15,373	\$5,517	\$7,173	\$6,459	\$8,426			\$7,043	\$9,156	\$6,481	\$8,424	-	-
Rolling Hills Estates	\$ 18,847	\$ 12,276	\$ 18,418	\$ 8,546	\$ 12,473	\$4,469	\$6,554	\$6,012	\$7,624			\$7,202	\$9,252	\$4,971	\$7,512	-	-
Signal Hill	\$ 22,917	\$ 14,131	\$ 18,542	\$ 8,397	\$ 10,716	\$4,655	\$5,941	\$5,841	\$7,457	\$ 10,318	\$ 13,169	\$6,721	\$8,578	\$5,587	\$7,130	-	-
Average	\$ 21,016	\$ 13,465	\$ 17,634	\$ 8,593	\$ 11,088	\$4,957	\$6,381	\$6,119	\$7,640	\$ 10,783	\$ 13,571	\$6,476	\$8,240	\$5,816	\$7,411	-	-
Median	\$ 21,239	\$ 13,581	\$ 18,418	\$ 8,546	\$ 10,716	\$4,655	\$6,554	\$6,098	\$7,605	\$ 11,237	\$ 14,293	\$6,882	\$8,618	\$5,878	\$7,314	-	-

For each relevant classification, staff gathered each agency's monthly low and high salary ranges and calculated the average and median for a comprehensive market perspective.

This adjustment is designed to cast a wider net, encouraging applications from candidates who may not fit the traditional mold but bring valuable transferable skills, knowledge, and growth potential.

Staff believes that in broadening the candidate pool, Rolling Hills positions itself to attract diverse talent and address vacancies more effectively, while maintaining a competitive and responsible compensation structure. This thoughtful and flexible strategy remains consistent with the City's

commitment to innovation and adaptability in meeting workforce needs. Staff also noted that the previous Planning Director's salary was \$12,784, which was at the top of the range of \$12,351 to \$12,784 per month. It is likely that the pool of candidates interested in this classification will consist primarily of experienced Senior Planners. The recommended salary range of \$7,325 to \$14,293 exceeds the range of most Senior Planner positions, which typically top out around \$11,900 per month. Therefore, setting the Planning Manager salary range at \$7,325 to \$14,293 allows the City to consider qualified candidates while maintaining alignment with the previous incumbent's salary range.

CONCLUSION

The proposed salary range is expected to attract qualified candidates based on the recruitment efforts and feedback received. It balances competitiveness with budget considerations, broadens the candidate pool, and addresses key concerns related to compensation, helping the City secure strong leadership for the Planning Manager position.

Fiscal Impact:

The City has maintained service levels through contracted planning support from Willdan Engineering, with costs staying within the budgeted amount. If City Council approves revising the Planning Manager salary range from \$7,325 to \$14,293 per month, there will be no fiscal impact for FY25-26, as new hires are expected to start below \$12,784 per month. Over the long term, the proposed increase may result in an additional fiscal impact of approximately \$24,000 per year, anticipated as the employee progresses along the salary range within two to three years. This is typically addressed during each budget cycle. The additional \$24,000 annual fiscal impact from revising the Planning Manager salary range is nominal compared to the potential negative effects on service levels and operations that can result from not filling the position. Ensuring this key leadership role is filled with qualified talent is critical to maintaining departmental continuity, effective project oversight, and high-quality planning services for the community.

Recommendation:

Staff recommends that City Council approve revising the Planning Manager salary schedule to a range of \$7,325 to \$14,293 per month.

Attachments:

1. Attachment A - CL_AGN_250528_CC_Item13B
2. Attachment B - CL_AGN_250512_CC_Item13A



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 05/28/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KARINA BAÑALES, CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONSIDERATION OF PROPOSED EMPLOYEE SALARY SCHEDULE AND JOB CLASSIFICATION MODIFICATIONS

DATE: May 28, 2025

BACKGROUND:

On May 12, 2025, the City Council considered a staff report regarding proposed employee salary schedule and job classification modifications for the City of Rolling Hills (Attachment 2). At that meeting, staff explained that, given the City's small workforce and limited budget, a customized approach was necessary to ensure the classification and compensation study reflected the unique needs and structure of the organization. Unlike larger agencies, Rolling Hills requires a tailored framework that supports its high service standards, small-town character, and commitment to fiscal responsibility.

As is best practice, most agencies conduct comprehensive studies every five to seven years to promote fair compensation, legal compliance, and the recruitment and retention of qualified personnel. However, it is unknown when a study of this nature was last completed and presented to the City Council for consideration. In this instance, the City Manager conducted the study in-house, reviewing each classification and comparing job duties and salary ranges to comparable city positions per the City Council adopted 2022 update of the Employee Handbook and Personnel Policy Manual (Attachment 2 sub-attachment A). This approach allowed the City to balance best practices with practical experiences, ensuring the recommendations are both relevant and sustainable for Rolling Hills.

The Council subsequently directed the City Manager (staff) to coordinate with the Personnel Ad Hoc Committee (Ad Hoc Committee), comprised of Mayor Pieper and Mayor Pro Tem Dieringer, to further review options for lowering the top end of the salary ranges for benchmarked agencies. The Council also requested a review of the Council-approved comparison cities list to determine whether cities should be added, or existing ones be removed from the salary survey for greater relevancy and accuracy.

This evening, staff are asking the City Council to consider new recommendations as discussed with the Ad Hoc Committee that will strengthen the City's ability to provide high-quality, responsive services to residents:

1. Adoption of the updated City salary schedule and classifications
2. Approval to replace the Planning Director classification with Planning Manager, eliminate the Administrative Clerk/Bookkeeper position, and bring code enforcement in-house under the new consolidated classification of Code Compliance Officer/Planning Technician.
3. Direction to begin recruitment for the revised and consolidated positions.

DISCUSSION:

The Ad Hoc Committee and staff met to discuss the composition of the survey cities used for benchmarking, the methodology for salary adjustments, and to address any anomalies in the data. As a result, a revised Salary Survey using Comparable Cities was created (Attachment 1). Below are highlights of those discussions and the approach.

Survey City Selection and Adjustments

During the meeting, it was discussed that the City of Carson and Hermosa Beach are significantly larger agencies compared to the City of Rolling Hills. Their inclusion in the salary survey could skew the results, leading to salary benchmarks that do not accurately reflect the operational scale and service level of Rolling Hills. To address this, both cities were removed from the survey.

The City of Bradbury and the City of Avalon were added as replacements to maintain a robust and comparable dataset. These cities are more similar in size and scope of services to Rolling Hills, ensuring that the salary comparisons are relevant and appropriate. Staff will return at a future meeting with updates made to the list of survey cities for the adoption of the Employee Handbook and Personnel Policy Manual by City Council.

Methodology: 10% Reduction from Median

The primary goal was to ensure that both the bottom and top steps of each salary classification were fiscally responsible and reflective of the services provided. At the May 12 City Council meeting, staff presented a salary schedule that reduced the median of the salary survey by 5% while maintaining the top end of the salary as indicated in the median of the salary survey which at that time also included the Cities of Carson and Hermosa Beach.

The Ad Hoc Committee and staff agreed to apply a 10% reduction to both the bottom and top steps of the median salary for all surveyed cities in each classification. This approach balances the need to remain competitive in the labor market while safeguarding the City's financial health.

Anomalies and Special Consideration

Two notable exceptions were identified:

Code Enforcement Compliance/Planning Technician: The salary range for this

classification remained at its original range of Code Enforcement Officer, as the current compensation accurately reflects the duties and responsibilities assigned. The only change is the title, as it will now be “*Code Compliance Officer/Planning Technician*”. No adjustment was deemed necessary (Attachment 1).

Code Compliance Officer/Planning Technician	
Bottom	Top
\$4,551	\$6,085

Planning Manager: Not all surveyed cities had a Planning Manager classification. In such cases, the Senior Planner salary was used, provided the duties and responsibilities were sufficiently similar. This ensured that the benchmark data remained relevant and the salary range for the Planning Manager was appropriately aligned with comparable roles in other cities. A 10% reduction was applied only to the bottom of the range, while the top of the range was maintained at the market median. This adjustment allows for greater flexibility in recruiting and retaining staff while ensuring continued fiscal responsibility.

It is important to note that this position will replace the Planning Director position. Staff will evaluate the position and return to the City Council should a need arise to make any adjustments.

Agency	Planning Manager		Senior Planner	
	Bottom	Top	Bottom	Top
Avalon	\$7,161	\$9,237		
Bradbury				
El Segundo	\$11,237	\$14,293	\$7,995	\$9,718
Hidden Hills				
La Habra Heights				
Lawndale	\$8,286	\$10,072	\$8,286	\$10,072
Lomita				
Palos Verdes Estates	\$7,711	\$9,672		
Rancho Palos Verdes	\$8,846	\$11,500	\$8,846	\$11,500
Rolling Hills Estates	\$7,707	\$11,147	\$7,707	\$11,147
Signal Hill	\$10,318	\$13,169	\$7,743	\$9,883
Average	\$8,752	\$11,299	\$8,115	\$10,464
Median	\$8,286	\$11,147	\$7,995	\$10,072
10% reduction on bottom only	\$7,457	\$11,147		

Rows shaded in grey indicate that the Planning Manager classification was missing and has been replaced with the Senior Planner classification.

Title Change for City Clerk/Executive Assistant to the City Manager

The classification of City Clerk/Executive Assistant to the City Manager is recommended to be changed to City Clerk/Assistant to the City Manager, removing the “Executive” designation. This updated classification aligns with the scope of the role, which includes capital improvement project management, support of City Manager initiatives, as directed by the City Council, and greater oversight of the City’s budget.

There is no fiscal impact for this change.

Adding Missing Salaries to Classification

Staff received and reviewed additional salary ranges that were not captured in the initial presentation (Attachment 1). The following were added:

City of La Habra Heights:

- Administrative Assistant

City of Lawndale

- Assistant City Clerk
- Community Development Director
- Assistant Planner
- Code Enforcement Officer

Conclusion

As directed, staff and the Ad Hoc Committee met to discuss adjustments that allow the City of Rolling Hills to balance fiscal responsibility and competitiveness in employee compensation. The process presented this evening ensures that salaries are aligned with the City's size, service level, and financial resources while still attracting and retaining qualified staff to serve the community effectively.

As shared at the May 12 City Council meeting, the classification and compensation review presented is a targeted response to Rolling Hills’ operational needs and current staffing challenges. The recommendations are grounded in a salary survey of comparable peer cities and a careful review of internal roles, ensuring the City remains competitive and fiscally responsible. The proposed changes - updating the salary schedule, restructuring the Planning Department, and consolidating code enforcement and administrative support - are designed to streamline operations, improve recruitment, and enhance service delivery.

Based on the information presented, staff seeks City Council approval for:

1. Adoption of the updated City salary schedule and classifications
2. Approval to replace the Planning Director classification with Planning Manager, eliminate the Administrative Clerk/Bookkeeper position, and bring code enforcement in-house under the new consolidated classification of Code Compliance Officer/Planning Technician.
3. Direction to begin recruitment for the revised and consolidated positions.

FISCAL IMPACT:

Salary Schedule

As discussed at the May 12 City Council meeting, no fiscal impact is anticipated for FY 2025–26 when adopting the proposed salary schedule since all current employees already earn above the proposed classifications' minimums. However, over time, there will be a long-term fiscal impact as employees advance within their salary ranges based on merit, not tied to any cost-of-living adjustments (COLA) outlined in the City's Employee Handbook (Attachment 2, sub attachment A).

Code Compliance Officer/Planning Technician

As explained at the May 12 City Council meeting, merging the two positions would not result in a fiscal impact for FY 2025–26. The current budget allocates \$62,880 for contracted code enforcement services and \$25,332 for the Bookkeeper position, totaling \$88,202, which is sufficient to cover the cost of the consolidated role at the proposed salary level.

Planning Manager

At the May 12 City Council meeting, staff presented a Planning Manager salary range of \$7,325 to \$14,293 and noted that it would have no short-term fiscal impact. The previous Planning Director position, which is currently vacant, was paid and is still budgeted at \$12,784 per month (Attachment 2).

This evening, staff is presenting a revised salary range of \$7,457 to \$11,147 for the Planning Manager position. Even as the individual progresses within the range over time based on merit, their compensation would remain below the previous Planning Director salary, ensuring continued fiscal responsibility.

RECOMMENDATION:

Staff seeks City Council approval of the following:

- Adoption of the updated City salary schedule and classifications
- Approval to replace the Planning Director classification with Planning Manager, eliminate the Administrative Clerk/Bookkeeper position, and bring code enforcement in-house under the new consolidated classification of Code Compliance Officer/Planning Technician.
- Direction to begin recruitment for the revised and consolidated positions.

ATTACHMENTS:

[Attachment 1 - HR_Revised Salary_Survey_Ad Hoc.pdf](#)

[Attachment 2 - CL_AGN_250512_CC_Item13C_ClassificationCompensation_StaffReport.pdf](#)

Revised Salary Survey of Comparable Cities

Agency	City Manager	Planning and Community Services Director		City Clerk/Executive Assistant to the City Manager		Administrative Assistant		Code Enforcement Officer		Management Analyst		Assistant Planner		Bookkeeper/Administrative Clerk		Planning Manager		Senior Planner	
		Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top
Avalon	\$ 18,375	\$ 10,631	\$ 13,713	\$ 5,878	\$ 7,582	-	-	\$ 4,834	\$ 6,235	\$ 6,025	\$ 7,771	\$ 5,325	\$ 6,869	-	-	\$ 7,161	\$ 9,237	-	-
Bradbury	\$ 12,500	-	-	\$ 6,250	\$ 7,917	-	-	-	-	\$ 5,417	\$ 7,917	-	-	-	-	-	-	-	-
El Segundo	\$ 24,336	\$ 13,581	\$ 18,750	\$ 6,583	\$ 8,373	-	-	\$ 6,877	\$ 8,359	\$ 7,176	\$ 9,128	\$ 5,988	\$ 7,278	-	-	\$ 11,237	\$ 14,293	\$ 7,995	\$ 9,718
Hidden Hills	\$ 17,917	-	-	\$ 5,833	\$ 8,711	-	-	-	-	\$ 2,885	\$ 4,038	-	-	-	-	-	-	-	-
La Habra Heights	\$ 12,471	-	-	-	-	\$ 3,555	\$ 4,764	-	-			-	-	-	-	-	-	-	-
Lawndale	\$ 21,239	\$ 12,966	\$ 15,761	\$ 9,716	\$ 11,810	\$ 5,140	\$ 6,247	\$ 5,791	\$ 7,039	\$ 6,657	\$ 8,092	\$ 5,768	\$ 7,005	-	-	\$ 8,286	\$ 10,072	\$ 8,286	\$ 10,072
Lomita	\$ 20,000	\$ 12,688	\$ 15,422	\$ 8,547	\$ 10,389	\$ 4,013	\$ 4,878	\$ 5,346	\$ 6,499	\$ 6,200	\$ 7,536	\$ 5,397	\$ 6,560	-	-	-	-	-	-
Palos Verdes Estates	\$ 20,833	\$ 10,735	\$ 16,050	\$ 8,895	\$ 11,148	\$ 4,579	\$ 5,845	\$ 5,989	\$ 7,280	\$ 6,345	\$ 8,502	-	-	-	-	\$ 7,711	\$ 9,672	-	-
Rancho Palos Verdes	\$ 21,250	\$ 14,437	\$ 18,768	\$ 11,825	\$ 15,373	\$ 5,517	\$ 7,173	\$ 6,459	\$ 8,426	\$ 7,043	\$ 9,156	\$ 6,481	\$ 8,424	-	-	\$ 8,846	\$ 11,500	\$ 8,846	\$ 11,500
Rolling Hills Estates	\$ 18,847	\$ 12,276	\$ 18,418	\$ 8,546	\$ 12,473	\$ 4,469	\$ 6,554	\$ 6,012	\$ 7,624	\$ 7,202	\$ 9,252	\$ 4,971	\$ 7,512	-	-	\$ 7,707	\$ 11,147	\$ 7,707	\$ 11,147
Signal Hill	\$ 22,917	\$ 14,131	\$ 18,542	\$ 8,397	\$ 10,716	\$ 4,655	\$ 5,941	\$ 5,841	\$ 7,457	\$ 6,721	\$ 8,578	\$ 5,587	\$ 7,130	-	-	\$ 10,318	\$ 13,169	\$ 7,743	\$ 9,883
Average	\$ 19,153	\$ 12,681	\$ 16,928	\$ 8,047	\$ 10,449	\$ 4,561	\$ 5,915	\$ 5,894	\$ 7,365	\$ 6,167	\$ 7,997	\$ 5,645	\$ 7,254	-	-	\$ 8,752	\$ 11,299	\$ 8,115	\$ 10,464
Median	\$ 20,000	\$ 12,827	\$ 17,234	\$ 8,471	\$ 10,553	\$ 4,579	\$ 5,941	\$ 5,915	\$ 7,368	\$ 6,501	\$ 8,297	\$ 5,587	\$ 7,130	-	-	\$ 8,286	\$ 11,147	\$ 7,995	\$ 10,072
10 Percent reduction	\$ 18,000	\$ 11,544	\$ 15,511	\$ 7,624	\$ 9,497	\$ 4,121	\$ 5,347	\$ 5,324	\$ 6,632	\$ 5,851	\$ 7,467	\$ 5,028	\$ 6,417	-	-	\$ 7,457	\$ 11,147	-	-

City of Rolling Hills Recommended Salary Schedule

Agency	City Manager	Planning and Community Services Director		City Clerk/Assistant to the City Manager		Administrative Assistant		Code Compliance Officer/Planning Technician		Management Analyst		Assistant Planner		Bookkeeper/Administrative Clerk		Planning Manager		Senior Planner	
		Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top
Rolling Hills	-	-	-	\$ 7,624	\$ 9,497	\$ 4,121	\$ 5,347	\$ 4,551	\$ 6,085	\$ 5,851	\$ 7,467	\$ 5,028	\$ 6,417	-	-	\$ 7,457	\$ 11,147	-	-

Current City of Rolling Hills Salary Ranges

Agency	City Manager	Planning and Community Services Director		City Clerk/Executive Assistant to the City Manager		Administrative Assistant		Code Enforcement Officer		Management Analyst		Assistant Planner		Bookkeeper/Administrative Clerk		Planning Manager		Senior Planner	
		Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top
Rolling Hills	\$ 16,172	\$ 12,351	\$ 12,785	\$ 6,488	\$ 8,519	\$ 4,373	\$ 5,795	\$ 4,551	\$ 6,085	\$ 6,449	\$ 8,341	\$ 4,551	\$ 6,085	\$ 25.63	\$ 32.70	-	-	-	-



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.C
Mtg. Date: 05/12/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KARINA BAÑALES, CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONSIDERATION OF PROPOSED EMPLOYEE SALARY SCHEDULE AND JOB CLASSIFICATION MODIFICATIONS

DATE: May 12, 2025

BACKGROUND:

In 2022, the City Council adopted the City of Rolling Hills Employee Handbook and Personnel Policy Manual (Attachment A), establishing policies for employee compensation, classification, and best practices in workforce management. The Handbook outlines a structured approach to setting and amending salary ranges, conducting regular compensation surveys to ensure market competitiveness, and authorizing classification studies to keep job descriptions and pay aligned with actual duties and responsibilities. Given the City's small staff and limited budget, conducting a classification and compensation study required a thoughtful, tailored approach to ensure the results truly fit the organization's unique needs. Unlike larger agencies, the City does not have a one-size-fits-all structure, so care was taken to review each position carefully. As is best practice, most agencies conduct comprehensive studies every five to seven years to promote fair compensation, legal compliance, and the recruitment and retention of qualified personnel.

Based on research performed, it is unknown when a study of this nature was last completed and presented to the City Council for consideration. In this instance, the City Manager conducted the study in-house, reviewing each classification and comparing job duties and salary ranges to comparable city positions. This approach allowed the City to balance best practices with practical experiences, ensuring the recommendations are both relevant and sustainable for Rolling Hills.

This evening, staff are asking the City Council to consider a few recommendations that will strengthen the City's ability to provide high-quality, responsive services to residents:

- Adoption of the updated City salary schedule and classifications;
- Approval to replace the Planning Director classification with Planning Manager, eliminate the Administrative Clerk/Bookkeeper position, and bring code enforcement in-house

under the new consolidated classification of Code Compliance Officer/Planning Technician; and

- Direction to begin recruitment for the revised and consolidated positions.

DISCUSSION:

As part of the City's ongoing commitment to strengthening internal operations and aligning services with community needs, staff recommend several key adjustments following the recent classification and compensation study. These recommendations are designed to ensure that the City remains an employer of choice, attracting and retaining highly qualified staff who are dedicated to delivering exceptional service to our residents.

The following discussion outlines the rationale for these recommendations, including a summary of the proposed salary schedule, an overview of the updated classification structure, and the operational benefits of filling these vacancies. Council approval will allow staff to move forward with these actions, strengthening City operations and enhancing the services provided to Rolling Hills residents.

Current Rolling Hills Salary Schedule:

Below is the current salary schedule for City of Rolling Hills classifications. As outlined in the Employee Handbook, this schedule is available on the City's website under the Finance Department webpage. The schedule is updated annually to reflect any cost-of-living adjustments that take effect on July 1 during the budget adoption process.

Full-Time Classification	Monthly Minimum Monthly Maximum	
City Manager	\$16,172	
Planning & Community Services Director	\$12,351	\$12,785
Management Analyst	\$6,449	\$8,341
City Clerk/Executive Assistant to the City Manager	\$6,488	\$8,519
Senior Planner	\$6,442	\$8,333
Assistant Planner	\$4,551	\$6,085
Code Enforcement Officer	\$4,551	\$6,085
Administrative Assistant	\$4,373	\$5,795
Part-Time Classification	Hourly Minimum Hourly Maximum	
Bookkeeper/Administrative Clerk	\$26	\$33

Salary Survey of City Council Approved Cities

To remain competitive with comparable agencies, staff has developed an updated

compensation schedule based on an analysis of City Council approved cities (Attachment A, page 14): Carson, El Segundo, Hermosa Beach, Hidden Hills, La Habra Heights, Lawndale, Lomita, Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills Estates, and Signal Hill. This analysis ensures that salary ranges are both fair and market-driven, helping recruit and retain the talent necessary to serve the community effectively (Attachment B).

Proposed Salary Schedule for Current City Budgeted Positions

Proposed Salary Schedule

The proposed salary structure addresses the unique challenges faced by the City of Rolling Hills, particularly in filling specialized roles like Planning (Attachment D). First, the recommendation focuses on those classifications that are currently filled or expected to be filled soon, ensuring the proposed salary schedule is both timely and relevant. By utilizing the median salary, representing the middle of the market rather than the highest end, our approach balances fiscal responsibility with the need to offer competitive compensation. This thoughtful methodology positions the City as an employer of choice, supporting staff's commitment to excellent public service and organizational stability.

Secondly, Staff adopted a non-traditional approach to salary benchmarking that goes beyond the standard public sector methodology. Recognizing that Rolling Hills is not a one-size-fits-all organization, and that today's competitive market makes recruitment especially difficult, staff intentionally set the minimum salary range 5% below the lowest comparable agency.

This deliberate adjustment is designed to cast a wider net, encouraging applications from candidates who may not fit the traditional mold but bring valuable transferable skills, knowledge, and potential to grow within the City. By broadening the candidate pool in this way, Rolling Hills positions itself to attract diverse talent and address vacancies more effectively, while still maintaining a competitive and responsible compensation structure. This thoughtful, flexible strategy reflects the City's commitment to innovation and adaptability in meeting its workforce needs.

Additionally, the classification of City Clerk/Executive Assistant to the City Manager is recommended to be changed to City Clerk/Assistant to the City Manager, removing the "Executive" designation. This updated classification aligns with the scope of the role, which includes capital improvement project management, support of City Manager initiatives as directed by the City Council, and greater oversight of the City's budget.

Lastly, staff recognize that this may be the first-time staff are presenting a salary study before the City Council. Being mindful of that, Staff will ensure that any future changes in classifications or salaries are brought back to the Council for review and approval, ensuring transparency and alignment with the Employee Handbook and Personnel Policy Manual (Attachment A, pages 12-14).

Fiscal Impact:

There is no fiscal impact for fiscal year 2025-26 because all existing employees are currently above the low end of the proposed salary ranges.

Long term, the increase in the top end of the salary range will result in \$142,380 in additional

costs as employees will have the opportunity to move up to a higher threshold in their salary ranges through merit-based salary increases, separate from any cost-of-living adjustments (COLA) provided by the City's Handbook for employees.

Recommendation:

Staff seeks City Council approval of the recommended salary schedule reflecting current positions and salaries.

Planning Department Enhancements

Staff recommend restructuring to address current vacancies and strengthen succession planning within the Planning Department, emphasizing internal organizational growth and advancement opportunities.

Creating a Planning Manager Classification

Rather than recruiting immediately for a Planning Director, staff propose filling the vacancy with a Planning Manager position. This approach aligns with hiring trends and responds to recruitment challenges. It also broadens the candidate pool to include talented planners eager to advance their careers. Importantly, this structure creates a clear pathway for professional development: after two years of successful performance evaluations, the Planning Manager would be eligible for a re-classification change to Planning Director. This supports succession planning and ensures the department's leadership is well-prepared to navigate the City's complex regulatory environment and long-range planning initiatives. Staff has attached a draft list of duties (Attachment D).

Code Enforcement

Rolling Hills has seen its code enforcement approach evolve over the years, from part-time, in-house oversight to contracting with outside firms. As the community continues to grow and residents express a strong interest in timely code compliance, such as addressing dead vegetation, unpermitted construction, and other concerns, an opportunity exists to enhance the City's approach and better serve the community's needs. The contracted Code Enforcement Officer works 12 hours per week, two 6-hour shifts on Tuesday and Thursday.

Part-Time Administrative Clerk/Bookkeeper

The Administrative Clerk/Bookkeeper position became vacant in March 2025. The previous incumbent was responsible for arranging and attending morning and evening Planning Commission meetings. They prepared minutes, processed applications or Over the Counter Applications, Administrative Reviews, and Discretionary review applications. They also processed Construction & Demolition (C&D) Hauling Permits and assisted the Finance Department with processing payments and making deposits – to name a few.

The part-time Administrative Clerk/Bookkeeper position is also budgeted for 19 hours per week. By consolidating these roles into a single, in-house Code Compliance Officer/Planning Technician, the city can provide a more consistent and responsive level of service to the community.

Code Compliance Officer/Planning Technician

Based on the City's services and needs, staff recommend consolidating the roles of

Administrative Clerk/Bookkeeper and contract Code Enforcement Officer into a single, in-house Code Compliance Officer/Planning Technician. Bringing code enforcement in-house is more than just a staffing adjustment - it offers consistent enforcement and a deeper understanding of the community's unique needs. Beyond addressing violations, this role will also educate and engage residents, fostering a collaborative approach to maintaining Rolling Hills' high quality of life. Staff has attached a draft list of duties (Attachment D).

This consolidation streamlines operations and enhances efficiency, giving residents a point of contact for code compliance, public inquiries, inspections, and permit processing.

Fiscal Impact:

The creation of a Planning Manager with a salary range of \$7,325 to \$14,293 has no short-term fiscal impact. The current Planning Director position, currently vacant, was paid and is budgeted at \$12,784 per month. This is at the higher end of the proposed salary range; thus, unless the Planning Manager is brought in higher than this level, there will be no fiscal impact. Long-term, assuming the Planning Director's salary was capped at \$12,784 per month, then there would be a fiscal impact when the Planning Manager moves into the higher end of the salary range over several years.

With regards to the merger of Code Enforcement and Administrative Assistant/Bookkeeper roles and responsibilities, there is no short-term fiscal impact. At the low-end of the salary range (\$5,078), the full estimated cost of the new position is \$85,582. However, the current budget includes \$62,880 for contracted code enforcement services and \$25,332 for the existing Bookkeeper position, which totals \$88,202 and is enough to cover the costs at that salary level. Over time, however, as the employee filling the new position moves up through the salary range, there would be some fiscal impact, although nominal, based on the assumption that the \$62,880 budgeted for contracted code enforcement services would not otherwise increase each year as well.

Recommendation:

Staff requests City Council approval to replace the Planning Director classification with a new Planning Manager classification, eliminate the Administrative Clerk/Bookkeeper position, and bring code enforcement functions in-house under the new classification of Code Compliance Officer/Planning Technician. Staff also seeks direction to begin the recruitment process for these revised and consolidated positions.

CONCLUSION

The classification and compensation review presented is a targeted response to Rolling Hills' operational needs and current staffing challenges. The recommendations are grounded in a salary survey of peer cities and a careful review of internal roles, ensuring the City remains competitive and fiscally responsible. The proposed changes - updating the salary schedule, restructuring the Planning Department, and consolidating code enforcement and administrative support - are designed to streamline operations, improve recruitment, and enhance service delivery.

FISCAL IMPACT:

There is no fiscal impact in FY 2025–26, as current employees are above the proposed salary minimums. Long-term, merit-based increases could result in up to \$142,380 in additional costs. The new Planning Manager position has no short-term impact and only potential long-

term costs if the employee exceeds the previous Planning Director's salary. The merged Code Enforcement/Bookkeeper role is budget-neutral at entry level, with minimal long-term impact as the employee progresses through the salary range.

RECOMMENDATION:

Staff seeks City Council approval of the following:

- Adoption of the updated City salary schedule and classifications
- Approval to replace the Planning Director classification with Planning Manager, eliminate the Administrative Clerk/Bookkeeper position, and bring code enforcement in-house under the new consolidated classification of Code Compliance Officer/Planning Technician.
- Direction to begin recruitment for the revised and consolidated positions.

ATTACHMENTS:

[Attachment A - HR_EHB_220425_Final.pdf](#)

[Attachment B - HR_Salary Survey_20250512.pdf](#)

[Attachment C - HR_Proposed Salary Schedule_20250512.pdf](#)

[Attachment D - HR_Draft Job Duties for Planning Manager and Code Compliance Officer_Planing Technician.pdf](#)

CITY OF ROLLING HILLS



EMPLOYEE HANDBOOK AND PERSONNEL POLICY MANUAL

Update: April 25, 2022

INTRODUCTION

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

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

CITY ORGANIZATION

The City of Rolling Hills is a "contract city" that operates under the Council-Manager form of government. As a contract city, Rolling Hills contracts with the Los Angeles County Sheriff Department (Lomita Station) and Building & Safety Department (Lomita Office) for police and building permit services, respectively. Fire protection, water, electricity, natural gas, and road maintenance are also the responsibility of other non-City agencies. Under the Council-Manager form of government, the City is governed by five Council members who are elected at-large in municipal elections held every two years. City Council terms are staggered so that in one election, three members will be elected and in the next election, two members will be elected. The City Council hires a City Manager who is responsible for day-to-day operations of the City, implementing City Council policy and all aspects of staff supervision.¹ The City Council also hires a City Attorney for legal counsel.

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

UNIQUE FEATURES OF THE CITY OF ROLLING HILLS

Rolling Hills is a private, gated community under the rules and regulations of two separate and unrelated agencies, the City of Rolling Hills and the Rolling Hills Community Association (RHCA). The RHCA has authority and responsibility for road maintenance, access into the City, architectural review, and all easements and trails. Under the auspices of the RHCA, the roads in the City are not public. They are private property

¹ The provisions of this Employee Handbook and Personnel Policy Manual apply to the position of City Manager; provided, however, that to the extent any provision in the contract for the City Manager conflicts with this Employee Handbook, the provision in the contract for City Manager shall prevail.

maintained by the RHCA. The City of Rolling Hills, in contrast, is responsible for land use regulation, building permits, environmental issues, traffic safety (e.g., roadway striping and signage), law enforcement through a contract with the Sheriff's Department, emergency preparedness, municipal elections, and other typical city functions. Approximately 75% of the City's revenues derive from property taxes with the remaining 25% basically from building permits.

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

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

IN ROLLING HILLS, SERVICE IS THE BUSINESS!

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

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

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CHAPTER I PURPOSE AND APPLICATION

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

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

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

- Section 2. Application: These rules apply to all employees of the City of Rolling Hills unless a specific rule or procedure indicates otherwise.
- Section 3. No Contract Created: These rules do not create any contract of employment, express or implied, or any right in the nature for a contract.
- Section 4. Handbook Acknowledgement: Employees should sign the acknowledgement form at the end of this Handbook and return it to the City Manager or Designee. This will provide the City with a record that each employee has received this Handbook.

CHAPTER II

DEFINITION OF TERMS

DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

Examinations:

- (a) Open-competitive examination: An examination for a particular position which is open to all persons meeting the qualifications for the class.
- (b) Promotional examination: An examination for a particular position, admission to the examination being limited to employees identified by the City Manager or Designee.
- (c) Continuous examination: An open competitive examination which is administered periodically and as a result of which names are placed on an employment list, in order of final scores, for a period of not more than one (1) year.

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

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

- (a) Full-time Exempt: Various executive, administrative, and professional positions exempt from overtime requirements.
- (b) Full-time Non-Exempt: Positions subject to overtime requirements and working 37.5 hours per week.
- (c) Hourly Benefited: Positions known as regular part-time working twelve (12) months per year and an average of twenty (20) or more hours per week on a year-round basis. Benefits are provided to regular part-time employees on a pro-rated basis.

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- (d) Hourly Non-benefited: At-will positions also known as either seasonal part-time or part-time. These employees are sometimes referred to as “Temporary”.
 - (e) Seasonal Part-time: A position utilized up to 37.5 hours per week on a seasonal or partial year basis, but not more than 1,000 hours per fiscal year. If an employee identified as seasonal part time works more than 1,000 hours in a fiscal year he or she does not acquire regular employee status.
 - (f) Part-time: A position with an average of 19.5 hours or less per week and no more than 1,000 hours per fiscal year. If an employee identified as part time works more than 1,000 hours in a fiscal year he or she does not acquire regular employee status.

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III

GENERAL PROVISIONS

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

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

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

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- Section 2. Political Activity Prohibited: City employees shall not engage in political activities in violation of Government Code Section 3201 *et seq.* No one employed by the City may engage in political activities on City premises, while engaged in official duties, using City equipment, or wearing an official City uniform.
- Section 3. Outside Employment: No employee may hold outside employment that is incompatible with his/her City employment. Each regular employee who holds any other position in addition to City employment shall submit a written request to the City Manager prior to accepting such employment.
- Section 4. Employee Duties: Employees are required to carry out the primary duties and responsibilities of their employment.
- Section 5. Violation of Rules: Violation of the provisions of these rules shall be grounds for disciplinary action.
- Section 6. Amendment and Revision of Rules: Amendments and revisions to these rules must be recommended by the City Manager and approved by the City Council.
- Section 7. Employee Standards of Conduct and ICMA Code of Ethics: Employees are requested to be mindful of the ICMA Code of Ethics and uphold the intent of the tenets and guidelines of the Code. Employees are required to adhere to the Employee Standards of Conduct (Chapter XXIII).
- Section 8. Federal Taxes: Completion of appropriate IRS forms will be required of all personnel at the time of employment. The number of exemptions claimed will determine the amount of federal tax deductions.
- Section 9. Social Security: All employees, full and part time, will be required to have a Social Security number and/or meet other legal requirements including proof of citizenship or permanent residency status at the time of employment. Social Security deductions will be made according to established schedule provided by government agencies.

CHAPTER IV CLASSIFICATION

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

Full-time Exempt

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

Full-time Non-Exempt

Administrative Assistant, City Clerk Department
Code Enforcement Officer/Assistant Planner

Hourly Non-Benefited

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

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

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

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

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

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

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

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

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

CHAPTER V COMPENSATION

- Section 1. Compensation Plan: The City has established salary ranges covering all positions in the City service, showing the minimum and maximum rates of pay. The salary ranges can be found on the City's website under the Finance Department.
- Section 2. Amendment of Plan: The compensation plan may be amended from time to time by action of the City Council.
- Section 3. Comprehensive Compensation Survey: A Comprehensive Compensation Survey will be conducted as needed, to assure that the City's jobs are paid equitably against the labor market. The Survey will include each position and include labor market comparisons to:
- Carson
El Segundo
Hermosa Beach
Hidden Hills
La Habra Heights
Lawndale
Lomita
Palos Verdes Estates
Rancho Palos Verdes
Rolling Hills Estates
Signal Hill
- Section 4. Salary upon Initial Hire: The City Manager shall have the discretion to place the employee at a salary level within the salary range of the position into which the employee is hired.
- Section 5. Merit Advancement: The City Manager has the authority and discretion to adjust all regular and part-time employee salaries within their range at any time. The City Manager shall justify a salary change within the range with documentation and based on the performance and skill-level of the employee.
- Section 6. Evaluation: Each employee will be formally evaluated annually on the anniversary of his or her employment in regards to the employee's performance of his or her work responsibilities. In the evaluation, the City Manager will consider and evaluate the employee's salary for a potential merit advancement. If the evaluation is untimely and in the evaluation, the employee is deemed meritorious of a salary adjustment within the salary range, the employee will receive the increase retroactively. Performance evaluations and Annual Work Plans will be tracked by the City Manager or his or her Designee.

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- Section 7. Probationary Period: At the end of the probation period and annually thereafter on the anniversary date of hire, each employee will be evaluated by the City Manager with regard to work performance. An adjustment to the base salary within the salary range will be considered. Adjustments to the base salary are subject to the determination and approval of the City Manager; adjustments to the base salary upon completion of the probation period are not automatic.
- Section 8. Effective Date of Increase: Salary increases shall be effective the first day of the pay period following the approved effective date.
- Section 9. Salary on Promotion: An employee promoted to a position having a greater maximum salary will be placed at a salary that results in not less than a three and one-half percent (3.5%) increase above the employee's current regular salary. The City Manager may establish the salary at a higher level within the range.
- Section 10. Salary on Demotion: An employee who is demoted will be placed within the salary range for the position into which demoted. The salary will be set at a level that is lower and closest to the salary the employee was receiving before the demotion.
- Section 11. Salary on Reclassification: An employee whose position title is changed but will be performing similar duties will receive the salary set forth below.
- (a) If the new position title maintains the same salary range, the salary will not change.
 - (b) If the new position title has a higher salary range, at the discretion of the City Manager, the salary adjustment will be determined in the same manner as a promotion.
 - (c) If the new position title has a lower salary range, the employee will be Y-rated.
- Section 12. Pay Periods: Employees shall be compensated by paycheck or electronic transfers every two weeks. Checks or electronic transfers in payment for compensation will be made available by the City to employees.
- Section 13. Bilingual Pay: The City does not provide a bilingual premium pay differential in addition to regular pay for employees who are requested by the City to use bilingual skills during their scheduled work hours on a recurring basis.
- Section 14. Overtime:
- (a) As a matter of general policy, the City does not permit employees to work overtime and will provide adequate staff to handle normal

operations. However, non-exempt employees may be required to work overtime at the discretion of the City Manager.

- (b) Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked in excess of thirty-seven and one-half (37.5) hours in the designated work week.
- (c) Non-exempt employees working overtime when not expressly authorized to do so shall be subject to discipline.
- (d) Overtime assigned and worked by non-exempt employees shall be compensated at time and one-half their regular rate of pay. The employee may request, and the City Manager shall have the unrestricted discretion to approve or not approve, compensation in the form of accrued compensatory time at time and one-half pay, except an employee may not accrue more than thirty-seven and one-half (37.5) hours compensatory time at any time.
- (e) If a non-exempt employee is required to work on an observed holiday beyond the regular thirty-seven and one-half (37.5) hour work week, he or she shall be entitled to pay at the rate of two (2) times the regular rate of pay.
- (f) Employees who are exempt from the Fair Labor Standards Act (FLSA) are compensated on a salary basis and are not eligible for overtime.

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

- (a) Acting pay shall be provided only for appointments with duration greater than twenty-one (21) consecutive calendar days and shall be retroactive to the effective date of the acting appointment and continue until completion of appointment.
- (b) Such acting appointments shall be made in writing by the City Manager.
- (c) Compensation shall be at the entrance of the salary range of the acting position or a minimum of three and one-half percent (3.5%) higher than the employee receives, whichever is greater.

Section 16. Cost of Living Adjustment (COLA): Annually, employees will receive a COLA in their salary or hourly rate based on the month of March, Los Angeles/Orange County/Riverside Consumer Price Index (CPI) for all items. The COLA will be applied to employee salaries or hourly rates

automatically not to exceed 3.5% on July 1 of every year based on the March CPI.

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

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

CHAPTER VI BENEFITS

Section 1. Retirement Plan:

- (a) The City is a member of the Public Employees Retirement System (PERS). Eligible Regular employees of the City hired prior to December 31, 2012 are enrolled in the 2%@60 retirement program. Under PERS Regulations, employees hired on or after January 1, 2013 and who are considered "Classic" employees will be enrolled in the 2%@60 retirement program. Eligible Regular employees of the City hired on or after January 1, 2013 are enrolled in the 2%@62 and 2.5%@67 retirement program consistent with State Assembly Bills 340 and 197 enacted September 12, 2012 and City Resolution No. 1136. All conditions of PERS apply to all eligible Regular employees of the City of Rolling Hills.
- (b) The pensionable compensation used to calculate the defined benefits paid to employees hired after December 31, 2012 will not exceed the maximum amount specified in the federal retirement system (United States Code Title 42 § 430(b), as may be amended from time to time); as adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.
- (c) Regular employees hired after December 31, 2012 pay 100% of the employee portion of the retirement program or 50% of the "normal cost," defined as that portion of the present value of projected benefits under the defined benefit plan that are attributable to the current year of service (also known as the "Member Contribution Rate as a percentage of payroll"), whichever is higher. Exercising its authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC), all employee's payments for the retirement program are tax deferred. For employees hired after December 31, 2012, the City is prohibited from making contributions greater than the amount specified in the federal retirement system.
- (d) The final compensation is the average full time monthly pay rate for the highest 36 consecutive months. If the service is coordinated with Social Security, the final compensation will be reduced according to State law. "Compensation" is defined as the normal monthly rate of pay or base pay for the employee for services rendered on a full-time basis during normal working hours, pursuant to the City's pay schedule. It does not include pay for unused sick leave or time off or overtime pay.

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- (e) Employees are permitted to replenish their PERS out of their own funds, if they have chosen to remove those funds from PERS following termination of previous employment.
 - (f) All employees, full and part time, are required to participate in the Social Security System.
 - (g) Newly retired former employees, or employees of another PERS member, are required to sit out for at least 180 days before returning to work for the City to avoid forfeiture of their retired status. Such employees also cannot serve more than 960 hours in a calendar year. This subsection shall not apply to employees hired to fill a critically needed position, where the appointment has been approved by City Council in a public meeting.
 - (h) Any public official or employee who is convicted of a felony related to performance of his or her official duties, related to seeking an elected office or appointment, in connection with obtaining benefits, or committed against a child who the official or employee has contact with as part of his or her official duties, forfeits all pension benefits earned or accrued after the date of the conviction.

Section 2. Health and Life Insurance:

- (a) The City maintains Workers' Compensation Insurance for work-related injuries. Group term life insurance, long-term disability insurance, health insurance, prescription drug, dental insurance, and vision insurance is also provided for all Regular Exempt and Non-Exempt full-time employees who have successfully completed their twelve month probationary period.
- (b) The City of Rolling Hills provides 100% of the single-party premium for health, dental, and vision insurance, inclusive of prescription drug coverages within the health plans, of each Regular employee who has successfully completed their probationary period. The City will pay 80% of the premium for the eligible dependents of Regular employees up to a maximum monthly family premium of \$1,642.21 based on the 2015 rate for the Anthem Traditional HMO plan. The City will contribute up to a maximum monthly premium of \$202 for dental insurance based on the 2015 rate for Met Life DPPO plan and up to a maximum monthly premium of \$30 for vision insurance based on the 2015 rate for VSP plan² following successful completion of the Regular employee's probationary period.

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

Information describing coverage is available from the Finance Department.

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

Section 3. Credit Union:

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

Section 4. Deferred Compensation and Employment Longevity Plan:

- (a) The City of Rolling Hills offers an employee funded deferred compensation program. Applications are available in the Finance Department.
- (b) According to the following schedule, effective July 1, 2009, the City of Rolling Hills will match employee contributions up to the IRS limit.

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

Section 5. Other benefits:

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

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

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

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

CHAPTER VII HOURS OF WORK

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

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

Alternating Week 1

Mon - Wed: 7:30am to 5:00pm

Thursday: 7:30am to 5:00pm

Friday: 7:30am to 5:00pm

Alternating Week 2

Mon - Wed: 7:30am to 5:00pm

Thursday: 7:30am to 3:30pm

Friday: off

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

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

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

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

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

CHAPTER VIII

APPLICATIONS AND APPLICANTS

- Section 1. Announcement: All recruitments for positions shall be publicized by means as the City deems advisable. The announcements shall specify the title and pay of the position, duties and responsibilities of the work to be performed, minimum requirements established, the manner of making application, and other pertinent information.
- Section 2. Application: Applications shall be made as prescribed on the announcement. Application forms shall require information covering training, experience, and other pertinent information. All applications must be signed by the person applying.
- Section 3. Disqualification: The City Manager or Designee may reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position or for any material cause which, in the judgment of the City Manager or Designee would render the applicant unsuitable for the position. Falsification of any information presented on the employment application shall be grounds for rejection/disqualification from the recruitment and/or termination from employment, if applicant is appointed to the position.
- Section 4. Prohibition Against Nepotism: It is the policy of the City to seek the best possible candidates through appropriate search procedures. The City seeks to eliminate or limit even the appearance of impropriety where possible. As such, the City has adopted the following policy regarding application and/or hiring of employee relatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER IX EXAMINATIONS

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

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

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

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

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

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

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

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

If the City's criminal background check reveals an applicant's prior conviction, the City shall conduct an individualized assessment to determine whether the conviction has a direct and adverse relationship with the specific job duties that may justify denying employment. The following

factors shall be considered as part of the individualized assessment: the nature and gravity of the offense or conduct; the time that has passed since the offense or conduct and completion of the of the sentence; and the nature of the job held or sought.

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

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

- Section 7. Immigration Reform and Control Act of 1986: In compliance with the Immigration Reform and Control Act of 1986, all new employees must verify identity and entitlement to work in the United States by providing required documentation.
- Section 8. Notification of Selection Process Results: Each person competing in an employment selection process shall be given notice of the results from the examination.

CHAPTER X

EMPLOYMENT ELIGIBILITY LISTS

- Section 1. Employment Eligibility Lists: As soon as possible after the completion of a continuous examination, the City Manager or Designee will prepare and keep available an employment eligibility list consisting of the names of applicants who qualified in the examination, arranged alphabetically.
- Section 2. Removal of Applicants from Lists: The name of any person appearing on an employment eligibility list shall be removed by the City Manager or Designee if the person eligible requests in writing that his or her name be removed, fails to respond to a notice mailed to his or her last known address, or has been certified for appointment and has not been appointed.
- Section 3. Use of Employment Eligibility Lists: A vacant position may be filled by the appointment of a person whose name is on an employment eligibility list for the position.

CHAPTER XI

METHOD OF FILLING VACANCIES

- Section 1. Types of Appointment: All vacancies shall be filled by re-employment, transfer, voluntary demotion, promotion, or from eligible applicants by a process deemed appropriate by the City Manager or Designee.
- Section 2. Appointment: After interview(s) and an examination if deemed necessary for the selection of a candidate, the City Manager or Designee shall thereupon notify the person of the conditional offer of appointment, subject to passing a required medical examination and all background investigations.
- Section 3. Temporary Assignments: Employees may be temporarily assigned higher or lower duties without a change in pay. Such action shall not be deemed as a transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal needs, the temporary change of duties or a change of the work schedule shall be considered as incidental to the position.
- Section 4. Extended Assignment to Vacant Higher Position: Employees assigned to perform duties in a vacant higher level regular position in excess of twenty-one (21) consecutive calendar days as authorized by the City Council shall be entitled to a salary rate increase to the higher level for the time actually worked in the assignment. (See CHAPTER V, Section 15, Acting Pay.) The duration of such assignment to a vacant higher position shall not exceed one (1) year. It is the responsibility of the City Manager to adjust the salary rate increase.

CHAPTER XII

PROBATIONARY PERIOD

- Section 1. Probationary Period: Upon initial and promotional appointment to a position, an employee must serve a probationary period of 1 year of actual and continuous service. Periods of time on paid or unpaid leave excluding five (5) days or less automatically extends the probationary period by the number of days the employee is on leave. The City Council may, by resolution, establish a longer probation period for a specified classification prior to the time of an appointment. Continuous service with the City in a temporary position may be calculated into the probationary period upon hiring the individual into a regular position at the discretion of the City Manager. Completion of the probationary period does not entitle an employee to continued employment for any length of time. Completion of the probationary period does not alter the at-will nature of the employment.
- Section 2. Purpose of Probationary Period: During the probationary period, the City Manager shall review, examine, and monitor the conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness of an employee to determine whether the employee is fully qualified for employment in the position to which the employee has been appointed.
- Section 3. Extension of Probationary Period: The probationary period may be extended by the City Manager for a period up to six (6) months by written notice to the employee prior to the expiration of the original probationary period.
- Section 4. Reduction of Probationary Period: The probationary period may be shortened by the City Manager.
- Section 5. Rejection During Probation: At any time during the probationary period an employee may be rejected from employment without cause and without right of appeal.
- Section 6. Rejection During Probation From a Promotional Position: A promoted employee who has attained regular status in another position of City employment who does not successfully complete the probationary period in the promoted position may be returned to the former position without right to review or appeal unless terminated for cause.
- Section 7. Use of Leave During Probation: Accrued sick leave may be used any time by the probationary employee during the probationary period. Vacation leave hours are accrued during the probationary period, but shall be available for use upon completion of 1 year of service unless otherwise approved by the City Manager.

CHAPTER XIII ATTENDANCE AND LEAVES

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

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

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

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

- (c) Maximum Accrual: Employees shall be permitted to accumulate a maximum of 40 days of vacation leave or the maximum amount accumulated in a two-year period of employment, whichever is less. Employees who have accumulated the maximum amount of vacation leave shall accrue no further vacation leave until they use sufficient leave to fall below the maximum that may be accumulated.
- (d) Waiver of Maximum Accrual: A waiver must be requested by the employee and approved by the City Manager, for a period not to exceed thirteen (13) pay periods per fiscal year. If, at the end of the waiver period the maximum accrual amount is exceeded, vacation accrual for the affected employee will stop. No further vacation time will be accrued until the employee's vacation leave balance is below the maximum accrual amount. In the event that the failure to utilize vacation past the thirteen pay period waiver is due to the City's inability to allow an employee to take vacation (as opposed to an employee's delay and/or failure to request vacation time off), the

employee may, with City Manager authorization, continue to accrue vacation.

- (e) Vacation Leave Cash Out Option: In December of each year, if an employee has over two weeks of accrued vacation after using accrued vacation leave for one week (37.5 hours) of vacation during the calendar year, he or she may “cash out” up to two weeks of the accrued vacation (75 hours) at his or her base rate of pay.
- (f) The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee’s base rate of pay.
- (g) The time during a calendar year at which an employee may take his or her vacation shall be determined by the City Manager with due regard for the wishes of the employee and particular regard for the needs of the City.
- (h) All vacation leave requests shall be made with as much advance notice as possible, and prior approval must be given by the City Manager. When circumstances warrant and advance notice is impractical, the City Manager may approve the use of vacation leave for emergency absences. If an employee does not request time off in advance and simply does not show up for work, the City Manager may deny the use of vacation time or any leave accruals, and said employee may be subject to disciplinary action.
- (i) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee’s earned vacation benefits.
- (j) Employees who terminate or retire shall be paid for all accrued vacation leave earned at their base rate of pay at the time of their separation of employment.
- (k) Employees on Unpaid Leave: Employees on Unpaid Leave do not accrue Vacation Leave.
- (l) Employees not Eligible for Vacation: All part-time employees including temporary, emergency, and seasonal part time, do not accrue Vacation Leave.

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

Paid Sick Leave may be taken for below prescribed purposes:

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1. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
 2. To attend legal proceedings, or to obtain medical treatment, counseling, or other victims' services for domestic violence, sexual assault, or stalking.

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

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

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

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

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

Violations: Violation of sick leave privileges may result in disciplinary action when in the opinion of the City Manager, the employee has been excessively absent or has abused such privileges. Employees who do not

call in within 45 minutes of the start of their assignment may be denied use of sick leave.

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

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

- Section 4. Occupational Injury or Illness Leave: Whenever a person is compelled to be absent from employment with the City on account of injury or illness arising out of or in the course of that employee's employment as determined by the Workers' Compensation Act, the employee may elect to apply pro-rated accrued sick leave, if any, to such absence to receive compensation of an amount of the difference between the compensation received under the Workers' Compensation Act and that of the employee's regular pay, not to exceed the amount of the employee's earned sick leave. An employee, in such instance, may also elect to use any earned vacation time in like manner after sick leave is exhausted. An employee, in such instance, may also elect to use any earned Floating Holiday hours in like manner after sick leave and earned vacation time is exhausted. Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first twenty-four (24) hours following an occupational injury or illness, if authorized absence is by order of an accepted physician under the Workers' Compensation sections of the California Labor Code.
- Section 5. Bereavement Leave: When circumstances are such and the City Manager determines that conditions warrant, full-time employees may be granted up to three (3) days of paid bereavement leave per occurrence following completion of one year of employment in the event of the death of a spouse, domestic partner, child, brother, sister, parent, parents-in-laws, or grandparent.
- Section 6. Jury Duty and Witness Leave: If a regular full-time employee is required to serve as a juror, such employee shall receive regular pay less amounts received while actually performing jury service for a period of service not to exceed 10 days of jury service. The City will not pay mileage or other additional expenses incurred by jury duty. Employees will be required to provide a Jury Duty Certification form to their supervisor, to be attached to their time sheet for that time period.

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

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

Section 7. California CFRA Leave:

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

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

- (1) To care for or bond with a newborn child.
- (2) To care for or bond with a child placed with the employee and/or the employee's registered domestic partner for adoption or foster care.
- (3) To care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child, sibling, grandparent, or grandchild) with a serious health condition.
- (4) For the employee's serious health condition that makes the employee unable to perform his or her job (except pregnancy, which is covered under PDL and does not run concurrently with CFRA).
- (5) For a qualifying military exigency related to the covered active duty or call to covered active duty of a spouse, domestic partner, child, or parent in the United States armed forces.

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

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

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

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

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

- (a) During the pregnancy disability leave time, paid leave may be charged to accrued benefit time such as vacation and floating holiday, at the employee's request. In addition, accrued sick leave may be used at the employee's request, in accordance with Section 3.
- (b) Health insurance benefits shall continue for the duration of the pregnancy disability leave under the same conditions as if the employee had continued employment. If the employee fails to return to work after the period of leave to which the employee is entitled has expired, the City is entitled to recover the premiums paid on behalf of the employee for maintaining coverage.
- (c) The City Manager may require the employee to file a physician's certificate or personal affidavit and to provide reasonable notice of the date the leave will begin and the estimated duration of the leave.
- (d) Employees disabled by pregnancy may also take intermittent leave or be provided reasonable accommodation to continue work.

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER XIV HOLIDAYS

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

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

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

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

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

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

Section 2. Floating Holiday:

- (a) Each full-time employee is allowed eight and one-half (8.5) hours per calendar year, January through December with the approval of the City Manager.
- (b) Floating holiday hours are not cumulative and must be used during the above period or said employee will lose the allocated hours.
- (c) Each employee must submit a request in advance.
- (d) An employee is eligible to use floating holiday hours as they are allocated.
- (e) Floating holiday hours may be used in lieu of sick leave only if all other benefit time has been exhausted.

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

- (a) Seasonal and part-time employees.
- (b) Temporary employees.

CHAPTER XV CHANGES IN EMPLOYMENT STATUS

- Section 1. Transfer: An employee may be transferred by the City Manager at any time from one position to another position. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in these rules. No person shall be transferred to a position for which he/she does not possess the minimum qualifications.
- Section 2. Promotion: When practicable and consistent with the best interests of the City, vacancies may be filled by promotion. All candidates for promotion must meet the minimum qualifications identified by the City Manager or Designee.
- If, in the opinion of the City Manager or Designee, a vacancy in the position could be filled better by an open, competitive recruitment instead of a promotional appointment, he/she shall arrange for an open competitive examination.
- Section 3. Demotion: The City Manager may demote an employee whose ability to perform his/her required duties falls below standard. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.
- Section 4. Suspension: The City Manager may suspend an employee at any time for cause.
- Section 5. Reclassification: The City Manager may reclassify a position from one position to another if there has been a gradual accretion or reduction of duties and/or responsibilities over time.

CHAPTER XVI

SEPARATION FROM EMPLOYMENT

- Section 1. Job Abandonment: An employee is deemed to have resigned if the employee is absent for three (3) consecutive workdays without prior authorization and without notification during the period of absence. On the second working day of unauthorized absence, the City Manager shall send an overnight letter to the employee's last known address informing the employee that if the employee fails to report to work within one (1) workday, or receive authorization for such absence, the employee will be deemed to have resigned and extending to the employee an informal pre-disciplinary conference. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for absence such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right to appeal if deemed to have resigned as a result of job abandonment.
- Section 2. Discharge: An at-will employee may be discharged at any time with or without cause or notice.
- Section 3. Lay-off: The City Manager may lay off an employee because of change in duties or organization or shortage of work or funds.
- (a) Notification: Employees to be laid off shall be given, whenever possible, at least ten (10) calendar days prior notice.
 - (b) Order of Layoff: Employees shall be laid off in the inverse order of their seniority and with regard to their responsibilities. Seniority shall be determined based upon date of hire in the position. A lay off out of the inverse order of seniority may be made if, in the City's judgment, retention of special job skills is required.
 - (c) Re-employment Rights for Laid-off Employees: Regular employees, who have received a satisfactory or better evaluation for the twelve (12) months prior to lay off, have completed their probationary period, and who have been laid off shall be automatically placed on a re-employment list for one year for the classification from which they were laid off.
- Section 4. Resignation: An employee wishing to leave City service in good standing shall file with the supervising official at least ten (10) working days before leaving the service, a written resignation stating the effective date and reasons for leaving. Failure to give such notice shall mean the employee did not terminate in good standing, unless the City Manager has waived the two-week notice requirement. Failure to comply with this Chapter shall be entered on the service record of the employee and be cause for denying

future employment by the City. A resignation becomes final when accepted by the City Manager and only at the City Manager's discretion can be withdrawn.

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

CHAPTER XVII REPORTS AND RECORDS

- Section 1. General: The City maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the City's personnel program. Personnel files are the property of the City, and access to the information they contain is restricted.
- Section 2. Notifying City of Changes in Personal Information: Each employee is responsible to promptly notify the City Manager or Designee of any changes in relevant personal information, including:
- Mailing address
 - Telephone number
 - Persons to contact in emergency
 - Number and names of dependents
- Section 3. Location of Personnel Files: The personnel files will be kept secure and confidential by the City Manager or Designee.
- Section 4. Medical Information:
- (a) Separate Confidential Files. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with federal and state law.
 - (b) Information in Medical Files. The City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the City to obtain certain medical information, the employee or applicant may need to sign an authorization for release of employee medical information.
 - (c) Access to Medical Information. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for City business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.
- Section 5. References and Release of Information in Personnel Files:
- (a) Public Information: Upon request, the City will release to the public information about its employees as required by the Public Records Act. The City will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.

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

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

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

CHAPTER XVIII GRIEVANCE PROCEDURES

Section 1. Definition:

- (a) Grievance: A “grievance” is a written allegation by an employee, submitted as herein specified, claiming violation(s) of the specific express terms of the Employee Handbook and Personnel Policy Manual, or expressing concern relating to an aspect of employment, and for which there is no other specific method of review provided by City law.
- (b) Grievant: A grievant is an employee or group of employees adversely affected by an act or omission of the City.
- (c) Day: A day is any day the agency is open to the public, that is any day except Saturdays, Sundays, and legal holidays recognized by the City.

Section 2. Procedure:

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

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

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

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

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

CHAPTER XIX DISCIPLINE

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

Section 1. Types of Disciplinary Action:

- (a) Oral Warning: A formal discussion with an employee, by the City Manager, about performance or conduct problems, the need for the employee to improve, and what specific improvement is expected. The City Manager shall make a written record of the warning.
- (b) Written Reprimand: A formal written notice to the employee regarding performance or conduct problems, the need for the employee to improve, and what specific improvement is expected. The written reprimand goes in the employee's personnel file.
- (c) Suspension: Removal of an employee from duty without pay for a specified period.
- (d) Reduction in Pay: A reduction in pay from the employee's current salary to a lower salary.
- (e) Demotion: A reduction in position title and salary.
- (f) Dismissal or Discharge: Separation from employment of an employee for cause.

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

- (a) Fraud in securing employment or making a false statement on an application for employment.
- (b) Incompetency; i.e., the inability to comply with the minimum standard of an employee's position for a significant period of time.
- (c) Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his/her position.
- (d) Willful disobedience or insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly

established orders or directions of persons in a supervisory position, or insulting or demeaning any fellow employee.

- (e) Dishonesty.
- (f) Possession, distribution, sale, use, or being under the influence of alcohol or illegal drugs or narcotics while on duty or while operating a vehicle in the course of City business or potentially dangerous equipment leased or owned by the City.
- (g) Excessive absenteeism.
- (h) Inexcusable absence without leave.
- (i) Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
- (j) The conviction of either a misdemeanor or a felony related to the position held will constitute grounds for dismissal of any employee. The record of conviction will be conclusive evidence of the fact that the conviction occurred. The City Manager may inquire into the circumstances surrounding the commission of the crime in order to support the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere, is deemed to be a conviction within the meaning of this Section.
- (k) Discourteous treatment of the public or other employees.
- (l) Improper or unauthorized use of City property.
- (m) Refusal to subscribe to any oath or affirmation which is required by law in connection with agency employment.
- (n) Any willful act or conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the City.
- (o) Inattention to duty or negligence in the care and handling of City property.
- (p) Violation of the rules and regulations of the City.
- (q) Outside employment not specifically authorized.
- (r) Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.

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- (s) The refusal of any officer or employee of the City to testify under oath before any Grand Jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in agency office is involved shall constitute of itself sufficient ground for the immediate discharge of such officer or employee.
 - (t) Willful violation of any of the provisions of an ordinance, resolution, rule, regulation, or policy prescribed by the City.
 - (u) Improper political activity. Example: Campaigning for or espousing the election or non-election of any candidate in national, state, county, or municipal elections while on duty and/or during working hours or in City uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform.
 - (v) Working overtime without authorization.
 - (w) Possession of weapons on agency property unless authorized.
 - (x) Making false or malicious statements concerning any employee, the City, or the City's policies or practices.

CHAPTER XX

PERFORMANCE EVALUATIONS AND ANNUAL WORK PLANS

- Section 1. General: Performance evaluation is the process of evaluating and recording the performance of each employee. The performance evaluation is best used:
- (a) To maintain a high level of efficiency or assist in raising efficiency by commending the employee.
 - (b) To indicate to the employee those points in which he/she shows weak performance, and suggest the proper means of raising his/her working performance to the standard level.
 - (c) To inform the employee of good performance.
 - (d) To encourage better working relationships and mutual understanding by letting the employee know where he/she stands with relation to the City Manager's evaluation of his/her work.
 - (e) To establish an annual work plan consisting of goals and tasks to be accomplished.
- Section 2. Responsibility for Evaluation: The City Manager is responsible for proper preparation of the performance evaluation for each employee. The City Manager should carefully review the complete position description, and the goals and objectives for the employee, if any, before beginning each evaluation, to remind himself/herself of what should be expected from the employee.
- Section 3. Discussion with Employee: The performance evaluation must be discussed with the employee. During the interview, as well as in the performance evaluation documentation, special attention should be given to discussing specific ways in which the employee can improve his/her performance. An opportunity should also be afforded to the employee to comment and bring up any questions he or she may have.
- Section 4. Schedule: Performance evaluations for probationary employees are to be presented at the end of the first six (6) months, and after the first twelve (12) months, to correspond to the completion of the one year probationary period. After the probationary evaluation, an evaluation should be done on an annual basis on the employee's anniversary date.
- Section 5. Appeal Procedure: It is the intent of the City to offer fair and equitable appeals procedures for employees' performance evaluations. Below are the official guidelines.

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

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

CHAPTER XXI VEHICLE USE

- Section 1. Use of Private Vehicles: Private automobiles are not to be used for the City business except as authorized. The City Manager may authorize such use at the reimbursement rate equal to that set forth by the Internal Revenue Service. Payments shall be based upon the most direct route to and from the destination and garage and parking expenses shall be paid in addition to the current rate, upon submission of paid receipts within the fiscal year of the trips. To receive mileage reimbursement, the employee must acknowledge and be in compliance with the City's Vehicle Use Policy.
- Section 2. Auto Allowance: Select employees will receive a monthly car allowance. This stipend will be in lieu of any mileage reimbursement and is intended to cover all actual expenses incurred. If additional garage, parking, and other related auto expenses are incurred above the monthly allowance, they are reimbursable.

CHAPTER XXII

PROFESSIONAL DEVELOPMENT

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

CHAPTER XXIII

EMPLOYEE STANDARDS OF CONDUCT

Section 1. Code of Ethics:

- (a) Each officer, official, and employee has an obligation to the residents, to the people's elected representatives, and to fellow employees to meet the highest ethical and professional standards and to enhance the public's respect and trust for the City government and its operations.
- (b) Employees of the City have responsibilities unique from their counterparts in the private industry. Employment with the City carries an obligation of personal integrity and conduct that serves to establish public respect, confidence, and trust.
- (c) Employees represent the City of Rolling Hills and the quality of City service is judged through their performance and conduct. The residents of Rolling Hills have the right to expect that City employees will provide services in an efficient, thorough, and courteous manner.
- (d) The City, as a condition of employment, expects to receive from the employee:
 - (1) Initiative and a conscientious effort to perform productive work.
 - (2) Cooperative, positive, responsive, and courteous relations with fellow employees, supervisors, subordinates, and the public.
 - (3) A continuous effort to strive for greater knowledge and skill on the job in order to maintain performance at a high level.
 - (4) Compliance with all policies, regulations, rules of conduct, and ordinances established by the City.
 - (5) Responsible work habits demonstrated by:
 - a. Dependability, promptness, reliable attendance, and performing required duties competently,
 - b. Keeping informed of developments and matters affecting job performance,
 - c. Being flexible and adaptable to change,

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- d. Accepting constructive suggestions and criticism.
- (6) Neat and clean grooming and attire appropriate to the job assignment.

- a. Work days

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

- b. Other

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

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

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

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

Section 2. Policy Against Harassment, Discrimination, and Retaliation

The City strictly prohibits and has “zero tolerance” for discrimination and harassment in any phase of the employment, including but not limited to recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. This includes sexual harassment (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical

conditions), as well as harassment, discrimination, and retaliation based on such factors as race, color, religion, religious creed (including religious dress and religious grooming practices), sex, national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault, or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by federal, state, or local laws.

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

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

1. Making unsolicited sexual advances or written, verbal, physical, or visual contact with sexual overtones. (Written examples: suggestive or obscene letters, notes, invitations. Verbal examples: derogatory comments, slurs, jokes, epithets. Physical examples: touching, assault, blocking or impeding access, leering gestures, display of sexually suggestive objects or pictures, cartoons, or posters.)
2. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.)

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

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

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

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

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

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

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

Section 3. Injury and Illness Policy

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

Section 4. Information Technology Policy

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

Section 5. Smoking Policy

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

Section 6. Drug and Alcohol Use Policy

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

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

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

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

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

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

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

- A refusal to provide a urine sample for a drug test;
- An inability to provide a urine sample without a valid medical explanation;
- A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
- An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- Tampering with or attempting to adulterate the urine specimen or collection procedure;
- Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
- Leaving the scene of an accident without a valid authorization.

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

Consequences of Failing an Alcohol or Drug Test. A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination, even for a first offense. The City also reserves the right to

discipline or terminate an employee convicted of an offense which involves the use, distribution, or possession of illegal drugs. If an employee is not terminated, the employee:

1. Must be removed from performing any job function and immediately placed in an unpaid status.
2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment for his or her alcohol or drug abuse. The City is not required to pay for this treatment.
3. Shall not be returned to his or her former position until the employee submits to a return to duty controlled substance and/or blood alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.02 or a negative result on a controlled substance test.
4. Will be required to submit to unannounced follow up testing and, possibly other conditions if he or she has been returned to his or her position.

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

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

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

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

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

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

Name

Date

Salary Survey of City Council Approved Cities

Agency	City Manager	Planning and Community Services Director		City Clerk/Executive Assistant to the City Manager		Administrative Assistant		Code Enforcement Officer		Planning Manager		Management Analyst		Assistant Planner		Bookkeeper/Administrative Clerk	
		Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top	Bottom	Top
Carson	\$ 28,600	\$ 15,432	\$ 19,696	\$ 7,976	\$ 10,179	\$5,515	\$7,040	\$6,184	\$7,893	\$ 12,441	\$ 15,879	\$7,410	\$9,457	\$6,289	\$8,026	-	-
El Segundo	\$ 24,336	\$ 13,581	\$ 18,750	\$ 6,583	\$ 8,373			\$6,877	\$8,359	\$ 11,237	\$ 14,293	\$7,176	\$9,128	\$5,988	\$7,278	-	-
Hermosa Beach	\$ 22,765	\$ 14,942	\$ 17,297	\$ 10,736	\$ 12,429	\$5,954	\$7,237	\$6,240	\$7,585	\$ 12,209	\$ 14,840	\$7,123	\$8,658	\$6,045	\$7,349	-	-
Hidden Hills	\$ 17,917			\$ 5,833	\$ 8,711							\$2,885	\$4,038			-	-
La Habra Heights	\$ 12,471															-	-
Lawndale	\$ 21,239	\$ 12,966	\$ 15,761									\$6,657	\$8,092	\$5,768	\$7,005	-	-
Lomita	\$ 20,000	\$ 12,688	\$ 15,422	\$ 8,547	\$ 10,389	\$4,013	\$4,878	\$5,346	\$6,499			\$6,200	\$7,536	\$5,397	\$6,560	-	-
Palos Verdes Estates	\$ 20,833	\$ 10,735	\$ 16,050	\$ 8,895	\$ 11,148	\$4,579	\$5,845	\$5,989	\$7,280	\$ 7,711	\$ 9,672	\$6,345	\$8,502			-	-
Rancho Palos Verdes	\$ 21,250	\$ 14,437	\$ 18,768	\$ 11,825	\$ 15,373	\$5,517	\$7,173	\$6,459	\$8,426			\$7,043	\$9,156	\$6,481	\$8,424	-	-
Rolling Hills Estates	\$ 18,847	\$ 12,276	\$ 18,418	\$ 8,546	\$ 12,473	\$4,469	\$6,554	\$6,012	\$7,624			\$7,202	\$9,252	\$4,971	\$7,512	-	-
Signal Hill	\$ 22,917	\$ 14,131	\$ 18,542	\$ 8,397	\$ 10,716	\$4,655	\$5,941	\$5,841	\$7,457	\$ 10,318	\$ 13,169	\$6,721	\$8,578	\$5,587	\$7,130	-	-
Average	\$ 21,016	\$ 13,465	\$ 17,634	\$ 8,593	\$ 11,088	\$4,957	\$6,381	\$6,119	\$7,640	\$ 10,783	\$ 13,571	\$6,476	\$8,240	\$5,816	\$7,411	-	-
Median	\$ 21,239	\$ 13,581	\$ 18,418	\$ 8,546	\$ 10,716	\$4,655	\$6,554	\$6,098	\$7,605	\$ 11,237	\$ 14,293	\$6,882	\$8,618	\$5,878	\$7,314	-	-

For each relevant classification, staff gathered each agency's monthly low and high salary ranges and calculated the average and median for a comprehensive market perspective.

Proposed Salary Schedule for Current City Budgeted Positions

Planning Manager		City Clerk/Assistant to the City Manager		Administrative Assistant		Code Compliance Officer/Planning Technician		Management Analyst		Assistant Planner	
Monthly Low	Monthly Top	Monthly Low	Monthly Top	Monthly Low	Monthly Top	Monthly Low	Monthly Top	Monthly Low	Monthly Top	Monthly Low	Monthly Top
\$7,325	\$14,293	\$ 5,541	\$10,716	\$ 3,812	\$ 6,554	\$ 5,078	\$ 7,605	\$ 5,890	\$ 8,618	\$ 5,127	\$ 7,314

City of Rolling Hills Planning Manager & Code Compliance Officer/Planning Technician Draft List of Duties

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Planning Manager duties:

- Read and interpret development plans, subdivision layouts, site plans, and other technical drawings.
- Oversee the preparation, submittal, and review of planning documents, site development plans, subdivision maps, and related applications for compliance with the General Plan, Zoning Ordinance, and applicable codes.
- Author, update, and revise the General Plan, Zoning Ordinance, Building Code, and other legislative policies.
- Conduct research and analysis for planning projects; develop maps, charts, graphs, and reports interpreting phases of planning studies and cases.
- Prepare comprehensive reports, recommendations, staff analyses, and resolutions on planning, zoning, and development matters.
- Conduct environmental impact assessments and prepare required reports and declarations.
- Coordinate and collaborate with residents, applicants, consultants, and public agencies on the submittal, review, permitting, and inspection of development applications.
- Respond to development code enforcement cases; conduct investigations, compliance actions, and assist in complaint resolution.
- Respond to public inquiries at the counter, by telephone, and in writing regarding the municipal code, zoning code, permitted uses, current development projects, and code enforcement matters.
- Serve as primary staff support to the Planning Commission and its subcommittees; prepare agendas and reports; attend and participate in Planning Commission, City Council, and other board and committee meetings.
- Prepare and compose correspondence, staff reports, resolutions, meeting packets, and other documents in support of the City Council, City Manager, Commissions, and Committees.
- Implement and administer programs such as the National Pollutant Discharge Elimination System (NPDES).
- Participate in the preparation, analysis, and administration of the department budget.
- Develop, direct, and coordinate the implementation of departmental goals, objectives, policies, procedures, and work standards; establish service and staffing levels within City policies and budget.
- Participate in professional group meetings and stay abreast of trends, innovations, and legislative changes in planning and zoning.
- Provide critical thinking and professional recommendations in all aspects of staff work and decision-making processes.

City of Rolling Hills Planning Manager & Code Compliance Officer/Planning Technician Draft List of Duties

- Work collaboratively across disciplines and with regional, state, and federal public agencies.
- Conduct field studies, investigations, and enforcement activities related to code compliance as needed.
- Work irregular hours, including evenings, weekends, and holidays, as necessary; be available for call-back with a reasonable response time during emergencies, disasters, and critical incidents.
- Perform related duties as assigned.

Code Compliance Officer/Planning Technician duties

- Analyze research and data to determine applicable ordinances, codes, regulations, and statutes.
- Read and interpret maps, plot plans, codes, ordinances, and regulations.
- Apply knowledge of zoning, building, and related codes; quickly learn and implement new regulations as needed.
- Conduct field investigations of potential code violations, including site visits, walking/hiking trails, evidence gathering, and identifying relevant issues.
- Receive, review, and properly investigate complaints regarding zoning, noise, nuisances, and other code compliance issues.
- Oversee and enforce conditions of approval for permits, variances, Construction & Demolition Permits, Temporary Use Permits, Conditional Use Permits, and related applications.
- Perform final field inspections to ensure compliance with codes and permit conditions.
- Respond to public inquiries in person, by phone, email, and at the counter regarding municipal and zoning codes, code enforcement, permitted uses, and development projects.
- Exercise independent judgment and sound decision-making in enforcement matters.
- Review and process planning and zoning applications, permits, variances, and related documents for accuracy and compliance.
- Perform plan checks for zoning code compliance; review and approve designated permit applications, assess fees, and establish permit conditions.
- Assist with planning projects and activities, including research, data compilation, inspections, and preparation of special reports.
- Prepare staff reports and resolutions; present applications at Planning Commission or City Council meetings as needed.
- Assist with the preparation of various agenda packets and associated materials.
- Attend committee and staff meetings (including morning or evening Planning Commission meetings); prepare meeting minutes and distribute materials.
- Manage, organize, and process online applications, payments, and approvals in the permitting software system.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.D.

Meeting Date: 11/24/2025

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Receive and file a verbal update regarding the Los Angeles County Public Works Department of Building and Safety

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Attachments:

None



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 15.A.

Meeting Date: 11/24/2025

To: City Council
From: Nicolas Papajohn, City Attorney
Thru: Karina Bañales, City Manager
Subject: Public Employee Performance Evaluation Pursuant to Government Code Section 54957 (B)(1) Title: City Manager

Background:

Discussion:

Fiscal Impact:

Recommendation:

Attachments:

None