City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, April 24, 2023** | **7:00 PM**

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

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

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

Next Resolution No. 1335 *Next Ordinance No. 383*

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

4.A. PRESENTATION OF CAL CITIES WOMEN'S CAUCUS, WOMEN OF PERSISTENCE AWARD CERTIFICATE AND CITY COUNCIL COMMENDATION TO ROLLING HILLS RESIDENT DR. CARMEN ESTRADA SCHAYE. RECEIVE AND FILE PRESENTATION ON THE FULBRIGHT PROGRAM
RECOMMENDATION: Receive and file presentation by Dr. Carmen Estrada Schaye.
CL_AGN_230424_CC_CarmenSchaye_Presentation.pdf

4.B. PRESENTATION BY SITELOGIQ: POTENTIAL FUNDING SOURCES AND IMPLEMENTATION PATHWAY FOR CITY ENERGY & RESILENCY PROJECTS
RECOMMENDATION: Receive and file.
CL_AGN_230418_SitelogiQ_Presentation.pdf

5. APPROVE ORDER OF THE AGENDA
This is the appropriate time for the Mayor or Councilmembers to approve the agenda as is or reorder.

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

8. CONSENT CALENDAR

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

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 24, 2023

RECOMMENDATION: Approve.

CL_AGN_230424_CC_AffidavitofPosting.pdf

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

RECOMMENDATION: Approve.

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: APRIL 10, 2023

RECOMMENDATION: Approve as presented.

CL_MIN_230410_CC_F.pdf

8.D. PAYMENT OF BILLS

RECOMMENDATION: Approve as presented.

CL_AGN_230424_CC_PaymentOfBills.pdf

8.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MARCH 2023

RECOMMENDATION: Receive and file.

VC_REP_230418_March_YTD_TonnageReport.pdf

8.F. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC TO PREPARE AND SUBMIT A NOTICE OF INTENT (NOI) TO FEMA FOR GRANT FUNDS FOR ADDITIONAL FIRE FUEL ABATEMENT IN ROLLING HILLS

RECOMMENDATION: Approve as presented.

CA_AGR_230406_MNS-Engineers_GrantWriting_E.pdf

8.G. CONSIDER AND APPROVE SUBSCRIPTION TO LOS ANGELES COUNTY'S GEOGRAPHIC INFORMATION SYSTEM (GIS); AND AUTHORIZE THE ALLOCATION OF $4,500 FROM SALARY SAVINGS IN THE PLANNING DEPARTMENT TO COVER THE ONE-TIME COST OF THE GIS.

RECOMMENDATION: Staff recommends subscribing to LA County's GIS to be able to have aerial photographs of the City, contour information, measurement capabilities to enhance staff's service to the community, and authorize the transfer of $4,500 from the salary savings in the Planning Department to the Dues and Subscriptions account.

LARIAC7 Letter to Participants (Final) Rolling Hills.pdf
LARIAC6_Signed_Agreement_2020.pdf

8.H. APPROVE AREA G'S SOUTH BAY ALERT ADMINISTRATOR CONTRACT RENEWAL FOR USE WITH THE EVERBRIDGE SYSTEM

RECOMMENDATION: Approve as presented.

PS_ARG_230418_EverbridgeASB_3YearCosts.pdf
PS ASB 230401 Administrator Contract EMSP F E.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

10.A. ZONING CASE NO. 22-81: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW FOR 1) A 912-SQUARE-FOOT SWIMMING POOL/SPA, 2) DETACHED GARAGE, 3) APPURTENANT STRUCTURES, HARDSCAPE, LANDSCAPE, AND 4) NON-EXEMPT GRADING; CONDITIONAL USE PERMITS FOR 1) AN EQUESTRIAN RIDING ARENA, 2) RELOCATION OF AN EXISTING DRIVEWAY APRON, 3) 1,334-SQUARE-FOOT RECONSTRUCTED STABLE ON THE SAME FOOTPRINT; AND VARIANCES FOR 1) STRUCTURES TO ENCROACH INTO THE REQUIRED SETBACKS AND FRONT YARD, AND 2) TO EXCEED THE 20% FRONT YARD COVERAGE FOR THE DRIVEWAY, IN ZONING CASE NO. 22-81 LOCATED AT 9 PORTUGUESE BEND ROAD, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 74-RH) (WILLIS)

RECOMMENDATION: Receive and file.

Attachment 1_Development_Table__ZC22-81_.pdf
Attachment 2_Vicinity_Map_ZC22-81.pdf
Attachment 3_Development_Summary__ZC22-81_.CC.pdf
Attachment 4. Resolution No. 2023-02
Attachment 5. Traffic Commission Staff Report November 10, 2022
Attachment 6. Traffic Engineer Memo
Attachment 7. Photos
Attachment 8. Architectural Plans
Attachment 9. Conceptual Landscape Plan

11. PUBLIC HEARINGS

12. OLD BUSINESS

13. NEW BUSINESS

13.A. FISCAL YEAR 2022/23 INTERIM FINANCIAL REPORT FOR THE NINE MONTHS ENDED MARCH 31, 2023

RECOMMENDATION: Receive and file.

CL_AGN_230424_CC_Q3_Analysis_AllFunds_FY23.pdf
CL_AGN_230424_CC_GF_Revenues_BudgetVsActual_Thru03.31.pdf
CL_AGN_230424_CC_GF_Expenditures_BudgetVsActual_Thru03.31.pdf

13.B. CONSIDER AND APPROVE AMENDED CITY MANAGER EMPLOYMENT CONTRACT

RECOMMENDATION: Approve as recommended

Elaine Jeng Agreement 2018.08.13.pdf

CA_AGR_210409_ElaineJeng_FirstAmendment_F_E.pdf
CA_AGR_220426_ElaineJeng_SecondAmendment_F_E.pdf
Third AMENDMENT to CM agreement Elaine Jeng (2023)-c1-c1_ej.pdf

14. MATTERS FROM THE CITY COUNCIL

15. MATTERS FROM STAFF

16. RECESS TO CLOSED SESSION

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, May 8, 2023 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

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

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

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

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A
Mtg. Date: 04/24/2023

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

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

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **PRESENTATION OF CAL CITIES WOMEN'S CAUCUS, WOMEN OF PERSISTENCE AWARD CERTIFICATE AND CITY COUNCIL COMMENDATION TO ROLLING HILLS RESIDENT DR. CARMEN ESTRADA SCHAYE. RECEIVE AND FILE PRESENTATION ON THE FULBRIGHT PROGRAM**

DATE: **April 24, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file presentation by Dr. Carmen Estrada Schaye.

ATTACHMENTS:
CL_AGN_230424_CC_CarmenSchaye_Presentation.pdf



Dr. Carmen Estrada Schaye

Fulbright Foreign Scholarship Board Member

Washington, DC

FULBRIGHT

A Global Network of Changemakers

The Fulbright Program, an international academic exchange program sponsored by the U.S. government, has fostered mutual understanding and peaceful relations between the United States and the world since 1946.

In partnership with more than 140 countries worldwide, the Fulbright Program offers unparalleled opportunities in all academic disciplines to advance research and academic pursuits to already accomplished college seniors, graduate students, and young professionals.



FULBRIGHT

A Global Network of Changemakers

Fulbright scholars have been awarded 62 Nobel Prizes, 80 Pulitzer Prizes, and have become numerous presidents and prime ministers.



Dr. Carmen Estrada Schaye

Fulbright Foreign Scholarship Board Member

The Fulbright Program's purpose is to promote international peace through the increased understanding that is expected to result from an exchange contact scenario. From Dr. Carmen Estrada Schaye's diplomatic position in the United States' State Department, she is tasked with aiding mutual understanding through exchange diplomacy.







Agenda Item No.: 4.B
Mtg. Date: 04/24/2023

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

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

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **PRESENTATION BY SITELOGIQ: POTENTIAL FUNDING SOURCES AND IMPLEMENTATION PATHWAY FOR CITY ENERGY & RESILENCY PROJECTS**

DATE: **April 24, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_AGN_230418_SitelogiQ_Presentation.pdf


City of Rolling Hills
Energy & Resiliency Program
sitelogiq

SITELOGIQ INTRODUCTION

SitelogIQ is a licensed General Contractor delivering world-class energy, renewable, and infrastructure programs for **State & Local Governments**.

Single-source of accountability and responsibility from conception to completion.



Josh Steeber
Local Government Relations Executive
M: (949) 432-0689
E: josh.steeber@gmail.com

400+ Employees

$5 Billion Constructed

11,000 Customer Sites

$1 Billion Saved in Energy & Ops

ANAHEIM

CITY OF PALMDALE

INDIAN WELLS CALIFORNIA

CITY of CALABASAS

City of Thousand Oaks

City of Santa Ana Celebrating 150 Years

The City of Santa Ana



WHY ARE CITIES IMPLEMENTING ENERGY PROGRAMS?

CITY GOAL'S

WHAT IS A MICROGRID?

ENERGY STORAGE + EV CHARGING DEPLOYMENT

FUNDING OPPORTUNITIES

PROGRAM ACCOMPLISHMENTS

ROADMAP TO RESILIENCY

AGENDA

WHY ARE CITIES IMPLEMENTING ENERGY PROGRAMS?

sitelogiQ® Efficiency Powered by Intelligence

WHAT IS AN ENERGY PROJECT?

An energy project involves the installation or modification for improvements of an energy-efficient or renewable energy system.

WHY DO IT?

Repurpose funds spent on utility bills to pay for critical infrastructure upgrades.



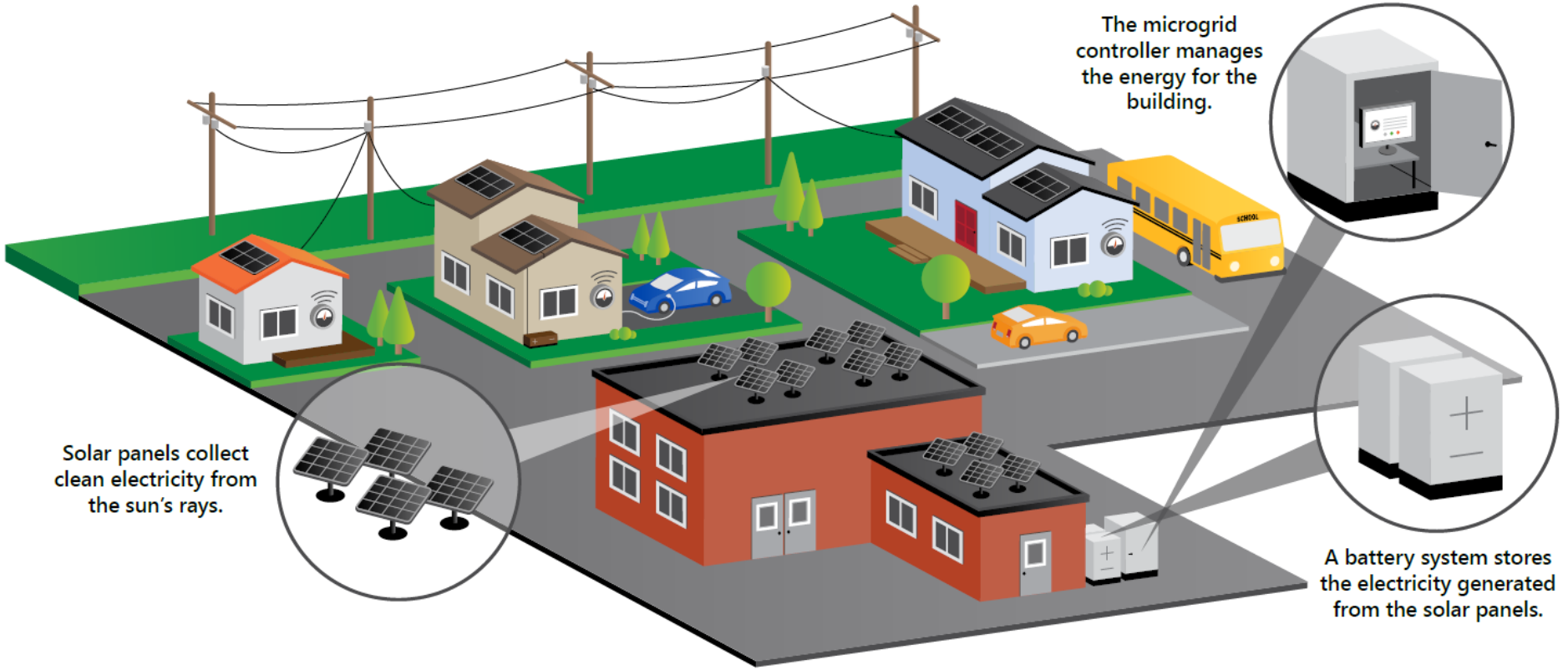
CITY GOAL'S

- Quality of Life
- Seen as Forward Thinking
- Resilient
- Sustainability
- _____
- _____
- _____



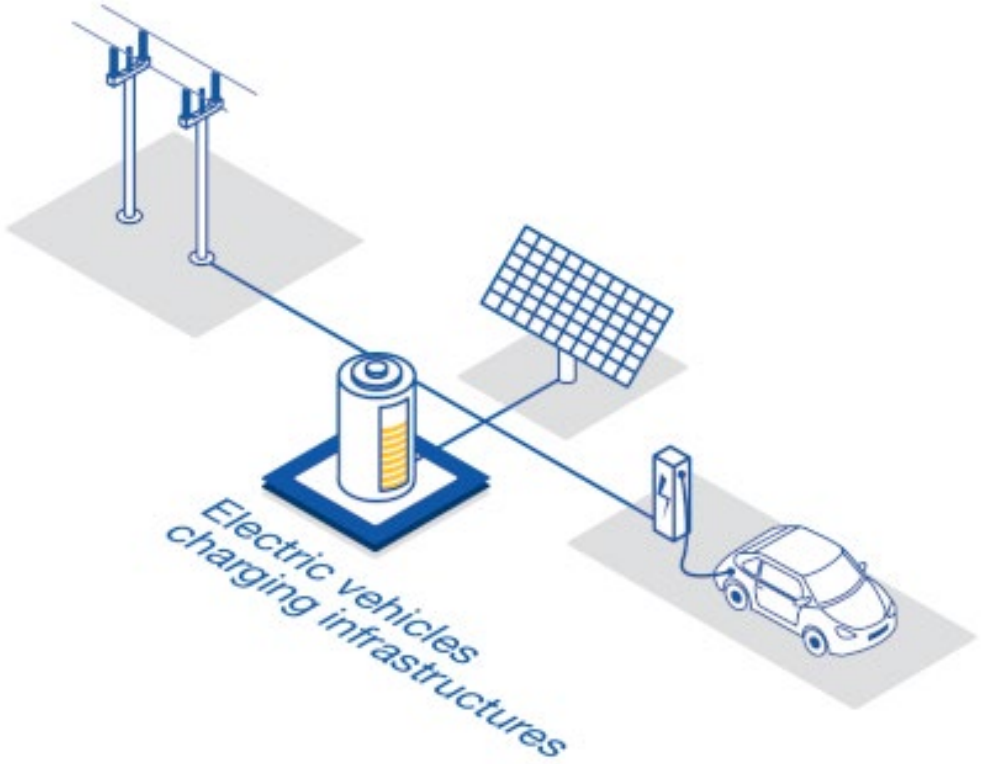
WHAT IS A MICROGRID?

A microgrid is a local electrical grid with defined electrical boundaries, acting as a single and controllable entity.



ENERGY STORAGE + EV CHARGING DEPLOYMENT

- Potential challenge: limited capacity
- Energy Storage
  - Grid reinforcement
  - Demand management
- Vehicle to Grid (V2G)
- Distributed resiliency



FUNDING OPPORTUNITIES

FEDERAL

STATE

LOCAL

Inflation Reduction Act (IRA) ~ Federal Government

Allows the District to OBTAIN THE FEDERAL TAX CREDIT in the form of a “Direct Payment” (i.e. rebate) for energy storage (battery), electrical infrastructure, solar, and microgrid controllers.

There are additional credits for:



PROGRAM ACCOMPLISHMENTS

- ❑ Renewable Generation Stewardship
- ❑ Resilient City Campus
- ❑ Compliant CA GC4217.10-18
- ❑ $7,000 Year Energy Savings
- ❑ Inflation Reduction Act 30% Contribution
- ❑ EV Charging Infrastructure/Vehicle 2 Grid
- ❑ Ribbon Cutting Ceremony
- ❑ _____
- ❑ _____
- ❑ _____



ROADMAP TO RESILIENCY

Microgrid Assessment & Implementation Plan

Funding Opportunities Assessment

Stakeholder Workshop



Thank You

Josh Steeber
Local Government Relations Executive

M 949.432.0689

E josh.steeber@sitelogiq.com

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 04/24/2023

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

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

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 24, 2023**

DATE: **April 24, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_230424_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 1756 **Meeting Date**: 04/24/2023

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 24, 2023

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council
Posting Type	Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	April 24, 2023 7:00pm Open Session

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

Christian Horvath, City Clerk

Date: April 21, 2023

Agenda Item No.: 8.B
Mtg. Date: 04/24/2023

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

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

THRU: **ELAINE JENG P.E., CITY MANAGER**

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

DATE: **April 24, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 04/24/2023

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

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

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: APRIL 10 , 2023**

DATE: **April 24, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230410_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, April 10, 2023
Regular Meeting 7:00 p.m.

1. CALL TO ORDER

The City Council of the City of Rolling Hills met in person on the above date at 7:01 p.m. Mayor Wilson presiding.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE – Mayor Wilson

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Motion by Councilmember Pieper, seconded by Mayor Por Tem Mirsch to approve the order of the agenda. Motion carried unanimously with the following vote:

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Pieper, seconded by Councilmember Black to receive and file Blue Folder Items for 8G and 12A. Motion carried unanimously with the following vote:

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

Public Comment: Sean Bennett

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 10, 2023

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

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: MARCH 27, 2023

8.D. PULLED BY MAYOR PRO TEM MIRSCH

8.E. RECEIVE AND FILE AN UPDATE ON THE EMERGENCY WATER MAIN LINE REPAIRS FROM MARCH 16 TO 24, 2023

8.F. ADOPT RESOLUTION NO. 1334 AUTHORIZING A BUDGET MODIFICATION FOR PORTIONS OF RECENTLY APPROVED BENNETT LANDSCAPE PROPOSALS TO REPAIR AND CORRECT IRRIGATION ISSUES, PROVIDE LANDSCAPE DESIGN, AND LANDSCAPE REMOVALS

8.G. RECEIVE AND FILE CITY HALL REQUEST FOR PROPOSAL TO REPLACE THE THREE RAIL FENCE ALONG THE CITY HALL CAMPUS PORTUGUESE BEND ROAD BRIDLE TRAIL

8.H. RECEIVE AND FILE AN UPDATE ON WIRELESS COMMUNICATION FACILITIES APPLICATIONS AND ACTIVITIES

Motion by Councilmember Pieper, seconded by Councilmember Black to approve Consent Calendar with the exception of 8D. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS

8.D. PAYMENT OF BILLS

Motion by Councilmember Black, seconded by Mayor Pro Tem Mirsch to approve as presented. Motion carried unanimously with the following vote:

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

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS

12.A. RECEIVE AND FILE A REPORT FROM THE APRIL 6, 2023 SOLID WASTE AND RECYCLING COMMITTEE (VERBAL)

Presentation by Mayor Wilson and Mayor Pro Tem Mirsch

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

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

Motion by Councilmember Black, seconded by Councilmember Pieper to accept Committee recommendations. Motion carried unanimously with the following vote:

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

12.B. APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BOLTON ENGINEERS TO REVISE THE TENNIS ADA IMPROVEMENT PLANS AND FILE CONSTRUCTION PERMITS WITH LOS ANGELES COUNTY BUILDING AND SAFETY DEPARTMENT FOR THE ADA IMPROVEMENTS AT THE TENNIS COURTS.

Presentation by Planning & Community Services Director John Signo

Motion by Councilmember Black, seconded by Councilmember Pieper to approve Bolton's change order request. Motion carried unanimously with the following vote:

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

13. NEW BUSINESS

13.A. RECEIVE AND FILE INFORMATION UPDATE ON KNOW YOUR ZONE CAMPAIGN, PVPREADY WEBSITE, AND ZONEHAVEN PLATFORM LAUNCH

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

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

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

13.B. RECEIVE AND FILE A REPORT ON THE MARCH 23, 2023 TRAFFIC COMMISSION MEETING

Presentation by Mayor Wilson

Public Comment: Jim Aichele

Motion by Councilmember Black, seconded by Councilmember Pieper to eliminate supplemental traffic enforcement from budget. Motion carried unanimously with the following vote:

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

14. MATTERS FROM THE CITY COUNCIL – NONE

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE FIRST QUARTER OF 2023 (JANUARY 1 THROUGH MARCH 31)

Presentation by Planning & Community Services Director John Signo

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

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

15.B. RECEIVE AND FILE UPDATE ON CITY MANAGER'S DISCUSSION WITH THE OTHER PALOS VERDES PENISULA CITY MANAGERS REGARDING SUPPORT FOR PENINSULA WIDE EMERGENCY NOTIFICATION SIREN STUDY AND PURSUIT OF GRANTS (VERBAL)

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

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

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

16. RECESS TO CLOSED SESSION – 7:44 P.M.

16.A. CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6 CITY'S DESIGNATED REPRESENTATIVE: MAYOR PATRICK WILSON UNREPRESENTED EMPLOYEE: CITY MANAGER ELAINE JENG

17. RECONVENE TO OPEN SESSION – 8:11 P.M.

18. ADJOURNMENT: 8:11 P.M.

The meeting was adjourned at 8:11 p.m on April 10, 2023. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, April 24, 2023 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,

_____
Patrick Wilson, Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 04/24/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS

DATE: April 24, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230424_CC_PaymentOfBills.pdf

CITY OF ROLLING HILLS
AP23-025, AP23-025A-C3 & C4, ACH23-044 & ACH23-45
Check Run 04/18/2023

Check No.	Check Date	Payee	Description	Amount
28106	4/18/2023	Bennett Landscape	Irrigation Mainline Repair	499.00
28106	4/18/2023	Bennett Landscape	Landscape and Irrigation Services	4,950.00
28106	4/18/2023	Bennett Landscape	Landscape Design Services_Campus Area City Hall-RHCA	2,875.00
CHECK TOTAL			**$ 8,324.00**	
028107	4/18/2023	Best Best & Krieger LLP	City Attorney General Services through March 31,2023	4,900.00
028107	4/18/2023	Best Best & Krieger LLP	CPUC Compliant Re:Frontier Services Rendered thru Jan 31,23	250.00
028107	4/18/2023	Best Best & Krieger LLP	Land Use Services Rendered through March 31,2023	3,534.00
028107	4/18/2023	Best Best & Krieger LLP	Legal Services March 2023	5,813.46
028107	4/18/2023	Best Best & Krieger LLP	Legal Services Rendered Through Jan 31 ,2023	7,618.00
028107	4/18/2023	Best Best & Krieger LLP	Professional Services Conducted for Planning March 2023	1,300.00
CHECK TOTAL			**$ 23,415.46**	
028108	4/18/2023	Southern California News Group	Public Notices for 17 Crest Rd Hearing	558.03
028109	4/18/2023	Endee	Plaques for Mayor/City Attorney	371.45
028110	4/18/2023	Executive Suite Services Inc.	Janitorial Services March 2023	1,030.00
028111	4/18/2023	MV CHENG AND ASSOCIATES	Consulting Sevices City of Rolling Hills March 2023	14,387.50
028112	4/18/2023	Onward Engineering	StormHill Ln Dry Sewer Project Construction Management	1,837.50
028113	4/18/2023	PVS, Inc.	CCTV Lease Burg, & Access May 2023	168.00
028114	4/18/2023	Race Communications	Internet Access04-01-2023 to 05-01-2023	1,020.00
028115	4/18/2023	Robert Half	Temp Employment Services week of 04/07/2023	1,448.00
028115	4/18/2023	Robert Half	Temp Employment Services Week of 04/14/2023	1,448.00
028115	4/18/2023	Robert Half	Temp Employment Services Week of 03/31/2023	1,448.00
CHECK TOTAL			**$ 4,344.00**	
028116			VOID - Need payment in two separate checks	$ -
028117	4/18/2023	Total Compensation Sys, Inc.	GASB 75 Roll Forward Valuation	1,395.00
028118	4/18/2023	Texas Child Support SDU	PR Withholding order ending 04-14-2023	163.15
028119	4/18/2023	Willdan Inc.	Services rendered for Rolling Hills B&S Services Mar 2023	1,260.00
028120			VOID - Printing error	0.00
028121	4/18/2023	Taco-Man	Catering Services for 4-30-23 Event - Deposit	844.60
028122	4/18/2023	Taco-Man	Catering Services for 4-30-23 Event - Final Payment	844.60
ACH-210	4/18/2023	California Water Service Co.	Water Usage 02-28-23 to 03-27-23 Rolling	445.89
ACH-211	4/18/2023	California Water Service Co.	Water Usage 02-28-23 to 03-27-23 Rancho	518.75
ACH-212	4/1/2023	Delta Dental	Dental Coverage April 2023	681.72
ACH-213	4/4/2023	Nextiva	Business Phone Service April 2023	312.34
ACH-214	4/16/2023	Pitney Bowes	Postage for Month of March 2023	1,510.00
ACH-215	4/5/2023	Southern California Edison	Electricity Usage 02-22-2023 to 03-22-2023 ACCT #8030	867.38
ACH-216	4/10/2023	CalPERS	PERS Contributions PR Ending 04/04/2023	3,094.35
ACH-217	4/7/2023	Vantagepoint Transfer Agents - 306580	ICMA Contributions PR Ending 04/04/2023	1,530.34
ACH-218	4/3/2023	CalPERS	April 2023 Health Insurance Premiums	8,630.30

Check No.	Check Date	Payee	Description	Amount
PR LINK	4/7/2023	PR LINK - Payroll & PR Taxes PR#5	Payroll Processing Fee PR#7 03/22/2023 - 04/04/2023	69.91
PR LINK	4/7/2023	PR LINK - Payroll & PR Taxes PR#5	Pay Period PR#7 03/22/2023 - 04/04/2023	24,688.19
PR LINK	4/21/2023	PR LINK - Payroll & PR Taxes PR#5	Payroll Processing Fee PR#8 04/05/2023 - 04/18/2023	66.96
PR LINK	4/21/2023	PR LINK - Payroll & PR Taxes PR#5	Pay Period PR#8 04/05/2023 - 04/18/2023	24,827.38
				$ 127,206.80

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of

$ 127,206.80 for the payment of above items.

04/20/2023

Elaine Jeng, P.E., City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 04/24/2023

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

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

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MARCH 2023**

DATE: **April 24, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
VC_REP_230418_March_YTD_TonnageReport.pdf

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE

2023

Year 2023
Franchise Y/N Y

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan	Greenwaste	75.94	75.94	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	4.76	4.76	-	100.00%
	Trash	180.77	-	180.77	0.00%
Jan Total		261.47	80.70	180.77	30.86%
Feb	Greenwaste	84.50	84.50	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	11.62	11.62	-	100.00%
	Trash	133.45	-	133.45	0.00%
Feb Total		229.57	96.12	133.45	41.87%
Mar	Greenwaste	135.07	135.07	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	4.62	4.62	-	100.00%
	Trash	185.99	-	185.99	0.00%
Mar Total		325.68	139.69	185.99	42.89%
Grand Total		816.72	316.51	500.21	38.75%

CITY OF ROLLING HILLS NON-FRANCHISE
2023

Year 2023
Franchise Y/N N

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan	Recycle	0.41	0.19	0.21	47.92%
	Trash	68.77	-	68.77	0.00%
	Organics	0.03	0.01	0.02	20.85%
Jan Total		69.20	0.20	69.00	0.29%
Feb	Recycle	0.15	0.07	0.08	47.28%
	Trash	84.23	-	84.23	0.00%
	Organics	0.16	0.07	0.09	42.47%
Feb Total		84.54	0.14	84.40	0.17%
Mar	Recycle	0.19	0.07	0.13	35.00%
	Trash	46.39	-	46.39	0.00%
	Organics	0.20	0.14	0.06	69.23%
Mar Total		46.78	0.21	46.58	0.44%
Grand Total		200.53	0.55	199.98	0.27%

Agenda Item No.: 8.F
Mtg. Date: 04/24/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC TO PREPARE AND SUBMIT A NOTICE OF INTENT (NOI) TO FEMA FOR GRANT FUNDS FOR ADDITIONAL FIRE FUEL ABATEMENT IN ROLLING HILLS**

DATE: **April 24, 2023**

BACKGROUND:
In 2020, the Federal Emergency Management Agency (FEMA) awarded the City with $1M from the Hazard Mitigation Grant Program (HMGP) to create defensible space/fuel breaks to protect homeowners from wildfires within the City. The project was divided into two phases and the first phase of the project was completed in February 2022. FEMA is reviewing the environmental assessment completed in Phase 1 before releasing funds for Phase 2 to remove fire fuel.

At the March 27, 2023 City Council meeting, staff reported to the City Council that another round of HMGP funds were made available by FEMA. The grant awarded by FEMA in 2020 covers approximately 30 parcels in Rolling Hills. The Los Angeles County Fire Department advised the City to continue to seek grant funds to perform similar work elsewhere in Rolling Hills to further mitigate wildfire risks. As advised by the Los Angeles County Fire Department, staff also reported to the City Council that grant writer services were being solicited to pursue additional grant monies for fuel abatement. The City Council was supportive of staff's approach.

The HMPG requires applicants to submit a Notice of Intent (NOI), briefly describing the project scope, and the cost to benefit analysis. FEMA will review the NOIs and then select certain projects to move to the next phase, to submit a complete grant application for funding. The NOI is due May 10, 2023.

DISCUSSION:
In 2019, MNS Engineers, Inc. assisted the City in submitting two utility undergrounding projects through the FEMA HMPG. The City was successful in both applications and received nearly $4M of grant funds for both projects.

With familiarity with the HMPG requirements, and the City of Rolling Hills, MNS Engineers, Inc. was requested to provide a proposal to prepare and submit a NOI by FEMA's stipulated deadline of May 10, 2023. MNS Engineers Inc. was asked to work off of the previous HMPG application for defensible space/fuel breaks for the 30 parcels, and with the Los Angeles County Fire Department to reduce MNS Engineers Inc.'s fees. MNS Engineers Inc. responded timely and submitted a proposal within a week estimating a $10,000 fee to prepare and submit a NOI. This fee would include working with the Los Angeles County Fire Department for project scoping and with the California Office of Emergency Services (CalOES)/FEMA on perfecting the NOI. If the preparation of the NOI results in less than the hours estimated by MNS Engineers Inc., the fee would be less than $10,000.

FISCAL IMPACT:
Per Rolling Hills Municipal Code (RHMC) 3.04.040, the City Manager is authorized to spend up to $25,000 if there is adequate unencumbered budget in the account against which the expenditure is to be charged. The adopted Fiscal Year 2022-2023 budget includes $17,000 for a grant writer in account 01-01-890.

To date, for full transparency, the City Manager has in general presented all professional services contracts to the City Council for approval regardless of the amount. With a constrained timeline to prepare and submit a NOI by May 10, 2023, the City Manager executed a professional services agreement with MNS Engineers Inc., for a not-to-exceed fee of $10,000 in late March 2023.

Should the City Council decide to cancel the professional services agreement with MNS Engineers Inc., the City would be obligated to pay for the services incurred up to the day the contract is cancelled.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_230406_MNS-Engineers_GrantWriting_E.pdf

PROFESSIONAL SERVICES AGREEMENT
GRANT WRITING SERVICES IN CONJUNCTION WITH HAZARD MITIGATION-WILDFIRE FUEL BREAKS

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of this 31th day of March, 2023 by and between the **CITY OF ROLLING HILLS** ("City") and **MNS ENGINEERS, INC.,** with principal offices at 100 E. Thousand Oaks Boulevard, Suite 105, Thousand Oaks CA, 91360, hereinafter referred ("Consultant").

RECITALS

A. The City does not have the personnel able and available to perform the services required under this Agreement.

B. The City desires to retain the services of Consultant to assist and provide expertise regarding grant writing services in conjunction with the Hazard Mitigation Grant Program ("HMGP"). Specifically, the CONSULTANT will assist the CITY with the preparation of a HMGP Notice of Interest related to funding for a wildfire fuel break hazard mitigation project and engagement with the California Governor's Office of Emergency Service ("CAL OES") during the process.

C. Consultant warrants to the City that it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement.

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

1. **Scope of Services**. Consultant shall furnish all materials and perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A.

2. **Compensation.** Compensation shall not exceed ten thousand, six hundred and ten dollars ($10,610) for all services rendered, and City need not incur nine thousand and seven hundred dollars ($9,700.00) worth of services. Consultant shall submit to the City, by no later than the 10th day of each month, its invoice for services describing the services, time spent on the services, and the date services were performed and itemizing the fees incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's invoice within 30 days after it is received.

3. **Term and Termination**. The term of this Agreement shall commence upon full execution and terminate after one year of such execution unless extended by mutual written agreement of the parties. City may terminate this Agreement at any time, with or without cause. In such event, Consultant shall be compensated for work satisfactorily accomplished up to the time of termination.

4. **Insurance**. Consultant shall, at Consultant's expense, obtain and keep in force during the term of this Agreement, the following policies of insurance that covers Consultant in connection with the performance of work under this Agreement:

A. Consultant shall maintain and deliver to the City copies of their Comprehensive General Liability Insurance with a combined single limit of not less than $1,000,000. Such insurance shall (a) name City of Rolling Hills and its appointed and elected officials, officers, employees, and agents as additional insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City.

B. Consultant shall maintain and deliver to City Copies of Comprehensive Automobile Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Consultant shall maintain Workers' Compensation Insurance covering their employees for injuries arising out of and in the course of their employment with limits of not less than $1,000,000 per accident. Consultant shall provide copies of said policies of Certificate of Insurance.

D. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. City, at its sole option, may forthwith terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

5. **Indemnity**. Notwithstanding the existence of insurance coverage required of Consultant pursuant to this Agreement, Consultant shall save, keep, indemnify, hold harmless, and defend City and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance by Consultant, its officers, agents or employees, including, but not limited to, its subcontractors (hereinafter collectively "Consultant"), of the work required pursuant to this Agreement, occasioned by any alleged or actual negligence or wrongful act or omission by the Consultant, including any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance by Consultant of the work hereunder of any article or material supplied or installed pursuant to this Agreement.

A. Consultant will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection herewith;

B. Consultant will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, penalties, obligations or liabilities; and,

C. In the event City, its officers, agents or employees are made a part to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of Consultant hereunder, Consultant agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers, agents of employees in such action or proceeding, including by not limited to, reasonable attorneys' fees.

6. **Personnel**. Consultant shall provide at all times sufficient personnel with the skills and experience necessary to perform the various activities for the full performance of this work. All personnel provided for the performance of this Agreement shall be employees of the Consultant and Consultant shall assume payment of all wages, taxes and all other employee costs, unless otherwise provided. Consultant shall hold harmless, indemnify and defend the customer against any liability or assessment connected with violations of Federal Statutes pertaining to alien/citizen status. On-site personnel shall wear identifiable company uniforms including shirts, jackets, and caps, as necessary.

7. **Work Schedule**. Consultant shall perform the work at times to be determined by the City.

8. **Licenses and Permits**. Consultant shall maintain all necessary licensse and shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

9. **Taxes**. Consultant agrees to pay all applicable taxes, including sales tax on material supplies where applicable.

10. **General Requirements.** Consultant shall comply with all City, State and Federal laws in the performance of its services.

11. **Assignment**. This Agreement is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

12. **Attorney's Fees**. In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

13. **Non-discrimination**. Consultant shall not discriminate in the hiring of employees or in the employment of subcontractors on any basis prohibited by law.

14. **Independent Contractor**. Consultant is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the

conduct of Consultant or any of the Consultant's employees, except as herein set forth. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City.

15. **Notices**. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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

CONSULTANT: **MNS Engineers, Inc.**
Attn: Greg Jaquez
100 E. Thousand Oaks Blvd. Suite 105
Thousand Oaks, CA 91360

16. **Authorized Signature**. Consultant affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represents all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

17. **Entire Agreement; Modification**. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if signed by the party to be charged. In the event this Agreement conflicts with any other provisions of any work orders or other agreements related to the work contemplated by this Agreement, this Agreement shall control.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their names, titles, hands, and seals this 31th day of March 2023.

CONSULTANT: _____

Vice President, Government Services
(Title)

CITY:

Elaine Jeng, P.E., City Manager of the City of Rolling Hills

Attested:

Christian Horvath, City Clerk of the City of Rolling Hills

Date: 3/31/2023

Project Understanding

MNS Engineers (MNS) understands the City of Rolling Hills (City) is seeking consultant support to provide grant writing services for preparing a Hazard Mitigation Grant Program (HMGP) Notice of Interest (NOI) and subapplication. MNS understands the City is in a high-risk Fire Hazard Severity Zone as identified by Cal Fire. The City has successfully secured funding in 2019 to construct wildfire fuel break project along open space areas adjacent to roadways within the City. The City is seeking to expand the development of fuel break spaces in additional areas of the City and fund their development with another HMGP grant. Locations for additional planned fuel breaks have been determined through analytical work and a report recently prepared by the Los Angeles County Fire Department (LACFD).

Project Approach/Scope of Work

The MNS approach to grant writing is to establish a mutual understanding between the MNS grant writing team and City staff on committed collaboration in the development of the grant application. The grant pursuit needs to be made a priority among all involved up to the submittal deadline and beyond. A successful, quality grant writing product depends on a team approach between MNS and City staff such that MNS staff acts as an extension of City staff for the duration of the grant application development and subsequent activities related to the grant pursuit.

MNS will work closely and efficiently with City staff and stakeholders to collect and utilize the most up to date and readily available information and date necessary to formulate the application package in order to match it with the Project's funding requirements. MNS will work closely with City representatives and stakeholders to confirm the basic messaging in the narrative of the grant application.

STAGE A – NOTICE OF INTEREST

TASK A1 – PROJECT MANAGEMENT

MNS will act as the coordinating point for the development of the grant application under the direcon of City staff. The MNS Project Manager (PM) will maintain a project file in which all project documents including draft and final application materials and atachments will be stored. The MNS PM will be responsible for budget control and overall guidance and supervision of project delivery.The MNS PM will hold a virtual kickoff meeting with City leadership and staff to discuss the development of a project scope. Additional meetings with City may occur during the progress project scoping and grant writing. MNS will hold internal progress check-in meetings to ensure progress on task assignments. MNS will interact, as needed, with CAL OES staff to clarify content requirements of the application and convey questions to the CAL OES staff either posed by MNS or City staff.

Deliverables. Agenda, meeting minutes, email reports to City staff on MNS communications with CAL OES staff.

TASK A2 – DATA GATHERING, RESEARCH, AND PROJECT SCOPE DEVELOPMENT

MNS will request City staff to provide information relevant to the project that is known to be available and useful in furthering the development of the project scope. The request for information will be prepared as a matrix of items submitted by email to which the City can respond. MNS will independently research information for responding to content requirements of the NOI and subapplication. MNS will develop a project scope description and an opinion of probable cost (engineer's estimate) for use in the NOI.

Deliverable. Information request matrix. Tabulation of collected information for use as source material in the NOI. Project scope description, opinion of probable cost.

TASK A3 – MEETINGS AND PRE-SUBMITTAL COMMUNICATIONS WITH CAL OES

Early communications with CAL OES are critical to determining the viability of submitting a NOI and subapplication. Interpretations of the quality of hazard mitigation projects in conjunction with CAL OES priorities is essential to determining decisions to move forward with both the NOI and subapplication stages of the HMGP process. MNS will arrange an initial meeting with CAL OES staff to discuss presently known details and objectives of the project proposal and obtain feedback from CAL OES on additional elements to address in the NOI. Submittal of the NOI typically generates questions and information requests from CAL OES to which MNS and the City will respond and further determine if the City should proceed to the subapplication stage. This incremental approach will determine if the process proceeds or stops before additional work commences.

Deliverable. Notes on meetings with CAL OES.

TASK A4 – NOTICE OF INTEREST

MNS will work with City staff to refine the project scope to conform with the HMGP NOI requirements. The MNS/City team will collaborate on developing the project description, location, and other content requirements for inclusion in the NOI. MNS will submit the NOI via the Engage Cal OES Portal. Specific components of the NOI include the following:

- 4.1 - General Information
- 4.2 - Project Plan Information
- 4.3 - Problem Statement
- 4.4 - Solution Description
- 4.5 - Benefit-Cost Analysis

Although the Benefit-Cost Analysis (BCA) is not technically part of the NOI submittal, as it is part of the subapplication, CAL OES often requests proponents to conduct the analysis as a preliminary step to determine if the NOI should be submitted. The BCA will be conducted using the FEMA BCA software tool, Version 6.0 or newer. MNS staff is familiar and experienced with using the FEMA BCA software.

Deliverable. NOI with BCA.

MNS

Grant Writing Services for
City of Rolling Hills
Hazard Mitigation Grant Program

		MNS								
	Hourly Rate	Project Manager	CADD Manager	Senior CADD Technician	Senior Grant Writer	Grant Writer	Grant Associate	Grant Assistant	Total MNS Hours	Total MNS Costs
		$260	$200	$160	$180	$170	$150	$130		
STAGE A (NOTICE OF INTEREST)										
Task A1 –Project Management										
A1.1 - Kickoff Meeting, Coordination Meetings, Project Oversight		2.0			1.0	1.0	1.0	1.0	6.0	$1,150
								Subtotal Task A1.0	6.0	$1,150
Task A2 – Data Gathering, Research, and Project Scope Development										
A2.1 – Data Gathering and Research						2.0	2.0	4.0	8.0	$1,160
A2.2 - Project Scope Development		6.0							6.0	$1,560
								Subtotal Task A2.0	14.0	$2,720
Task A3 – Meetings and Pre-submittal Communications with Cal OES										
A3.1 - Meetings and Pre-submittal Communications with Cal OES		1.0			2.0				3.0	$620
								Subtotal Task A3.0	3.0	$620
Task A4 – Notice of Interest										
A4.1 - General Information					2.0				2.0	$360
A4.2 - Project Plan Information					4.0				4.0	$720
A4.3 - Problem Statement					5.0				5.0	$900
A4.4 - Solution Description					5.0				5.0	$900
A4.5 - Benefit-Cost Analysis		2.0				16.0			18.0	$3,240
								Subtotal Task A4.0	34.0	$6,120
Task A5 – Final Quality Assurance/Quality Control Review and Subpplication Submittal										
A5.1 – Final Quality Assurance/Quality Control Review and Application Submittal		1.0			1.0				2.0	$440
								Subtotal Task A5.0	2.0	$440
Task A6 – Post Submittal Communications with Cal OES and City										
A6.1 – Post Submittal Communications with Cal OES and City		1.0			2.0	1.0			4.0	$790
								Subtotal Task A7.0	4.0	$790
STAGE A (NOI) - PROPOSED FEE	Hours	11.0	0.0	0.0	19.0	19.0	3.0	5.0	57.0	
	Cost	$2,860	$0	$0	$3,420	$3,230	$450	$650		**$10,610**

Agenda Item No.: 8.G
Mtg. Date: 04/24/2023

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

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **CONSIDER AND APPROVE SUBSCRIPTION TO LOS ANGELES COUNTY'S GEOGRAPHIC INFORMATION SYSTEM (GIS); AND AUTHORIZE THE ALLOCATION OF $4,500 FROM SALARY SAVINGS IN THE PLANNING DEPARTMENT TO COVER THE ONE-TIME COST OF THE GIS.**

DATE: **April 24, 2023**

BACKGROUND:
Established in 2005, the Los Angeles Region Imagery Acquisition Consortium (LARIAC) has delivered highly accurate digital aerial imagery and elevation datasets to participants at substantial cost savings, and has become a national model for collaborative data acquisition. LARIAC is a consortium of the County of Los Angeles, in partnership with cities and agencies, which collaboratively acquires valuable digital aerial data, including imagery and elevation data. Leveraging the combined buying power of the member agencies, LARIAC reduces costs, enables participants to acquire more data than would be possible individually, and provides consistent and comparable data over time.

In June 2020, the City entered into a contract for LARIAC6 with LA County GIS Department to subscribe to their services for 2020, 2021, and 2022. LARIAC6 is the sixth round of digital aerial data acquisition done in winter 2020. The maximum contribution of the City was $21,576.08.

DISCUSSION:
LARIAC is in its seventh cycle (LARIAC7) of digital aerial data acquisition, scheduled to begin initial data capture in early 2023 with delivery by December 2023. LARIAC7 will update its highly accurate orthogonal and oblique imagery with color infrared, as well as derived data including building outlines.

As the City continues to improve and expand its services to residents and other stakeholders, more advanced tools will be needed to help deliver accurate information more efficiently and quickly. Having proper tools will help augment the lack of manpower while increasing productivity. GIS maps will be useful in conducting research on projects by staff. GIS is a great

tool because it provides easily accessible accurate information that could be filtered and expanded depending on one's needs.

Subscribing to LA County's GIS mapping services will provide the City with the latest city map updated with approved new lot lines and subdivisions, overlay zones, legible addresses and street names and assigned land use designation. The City will also have access to the LARIAC system which provides the latest aerial view of the City, building envelop that is measurable, measuring tools, contour lines and drainage patterns.

The subscription cost to LA County's GIS program is significantly lower than in 2020 because staff opted not to receive the delivery of data sets. Staff will have two logins and access to the GIS viewer. Staff will also have access to previous LARIAC versions including historical aerials. If the City wanted mapping services to create a certain type of map, it is a service request that requires additional hourly costs.

FISCAL IMPACT:
The subscription cost to LA County's GIS program is $4,500 for a three-year cycle (2023, 2024, and 2025). The City can either pay a one-time fee of $4,500 or two equal installments of $2,250 (upon execution of the contract and in spring 2024). Updating or creating maps with new layers is based on an hourly rate of $186 per hour. There are sufficient salary savings in the Planning Department budget that can be allocated to the Dues & Subscriptions (Acct. No. 01-15-750) to fund the subscription, one time set up fee, and membership to LARIAC7.

RECOMMENDATION:
Staff recommends subscribing to LA County's GIS to be able to have aerial photographs of the City, contour information, measurement capabilities to enhance staff's service to the community, and authorize the transfer of $4,500 from the salary savings to the dues and subscriptions account to cover the cost of the GIS.

ATTACHMENTS:
LARIAC7 Letter to Participants (Final) Rolling Hills.pdf
LARIAC6_Signed_Agreement_2020.pdf

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
9150 Imperial Hwy.
Downey, California 90242

SELWYN HOLLINS
Director

Telephone: (323) 267-2103
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

January 18, 2023

Elaine Jeng
City Manager
City of Rolling Hills

Dear Elaine Jeng,

LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM (LARIAC7)

Established in 2005, the Los Angeles Region Imagery Acquisition Consortium (LARIAC) has delivered highly accurate digital aerial imagery and elevation datasets to participants at substantial cost savings and has become a national model for collaborative data acquisition. LARIAC participants have included 52 cities, 27 County departments, 16 local, state, and federal agencies, and seven educational institutions.

To ensure the currency of the aerial imagery, we are working with consortia members to plan and initiate the next LARIAC cycle – **LARIAC7**. This document describes LARIAC, highlights its benefits, provides a status update, and discusses the proposed scope, schedule, and cost. Your total portion of the cost of LARIAC7 for limited access will be **$4,500**.

To conserve paper, we will also E-mail a digital copy of this letter and Participant Agreement to current LARIAC participants. These participants are listed on Attachment I. Payments are traditionally invoiced in two equal installments in year one (Spring 2023) and two (Spring 2024) of the cycle.

LARIAC BACKGROUND

LARIAC is a consortium of the County of Los Angeles, in partnership with cities and agencies, which collaboratively acquires valuable digital aerial data, including imagery and elevation data. Leveraging the combined buying power of the member agencies, LARIAC reduces costs, enabled participants to acquire more data than would be possible individually and provides consistent and comparable data over time.

The LARIAC Website (https://lariac-lacounty.hub.arcgis.com/) provides comprehensive information about the project, including detailed data descriptions and samples, product guides, documentation, and agreements.

LARIAC7

LARIAC is in its seventh cycle (LARIAC7) of digital aerial data acquisition, scheduled to begin initial data capture in early 2023 with delivery by December 2023. Attachment II shows various LARIAC data acquisitions.

LARIAC7 will update its highly accurate orthogonal and oblique imagery with color infrared, as well as derived data including building outlines. LiDAR-based elevation data and derived products, last acquired in 2016 as part of LARIAC4, will also be included in LARIAC7. The benefits of LARIAC program and its products are listed on Attachment III.

Additional products will be finalized in the coming months. These may include additional high resolution image acquisitions throughout the three-year cycle, 3D mesh, additional derived GIS data products and/or street-level imagery and derived products. Additional details on LARIAC7 product list can be found in Attachment IV.

LARIAC7 PARTICIPATION

We look forward to your participation in LARIAC7. If your organization would like to join LARIAC7, please complete and return the attached "Participant Agreement," authorizing the County to invoice your city/agency for the initial payment, which will be one half of the total amount.

Please return either the signed "Letter of Intent" or "Participant Agreement" as a digitally signed document via email (preferred) to Steve Steinberg ssteinberg@isd.lacounty.gov and An Dang adang@isd.lacounty.gov or in hard copy by mail to

Attention: Steven Steinberg
County of Los Angeles
Internal Services Department
Mailstop #3
9150 Imperial Highway
Downey, CA 90242

If you have any questions, please contact one of us below:

LARIAC Project Director	LARIAC Project Manager
Steven Steinberg	An Dang
(562) 392-7126	(562) 955-3916
ssteinberg@isd.lacounty.gov	adang@isd.lacounty.gov

Sincerely,



Steven J. Steinberg, Ph.D., MPA, GISP
Geographic Information Officer (GIO)
County of Los Angeles

CC: Janely Sandoval
Attachments (6)

ATTACHMENT I

LARIAC PARTICIPANTS

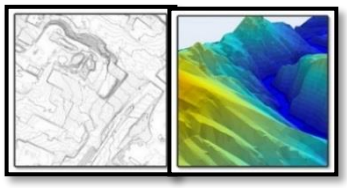
	LARIAC1	LARIAC2	LARIAC3	LARIAC4	LARIAC5	LARIAC6
Cities						
City of Agoura Hills	X		X		X	
City of Arcadia				X	X	X
City of Azusa	X	X		X	X	X
City of Bellflower			X			
City of Beverly Hills	X	X	X	X	X	X
City of Burbank	X	X	X	X	X	X
City of Carson	X	X	X	X	X	
City of Cerritos	X	X		X		X
City of Claremont		X	X	X	X	X
City of Covina	X	X		X		
City of Culver City	X	X	X	X	X	X
City of Diamond Bar	X	X				
City of Downey	X		X	X	X	X
City of Duarte				X		
City of El Monte				X		
City of El Segundo	X	X	X	X	X	X
City of Gardena				X	X	
City of Glendale	X	X	X	X	X	X
City of Hermosa Beach	X	X	X	X	X	X
City of Industry	X	X	X	X	X	X
City of Inglewood	X	X	X	X	X	X
City of Irwindale	X	X				
City of La Canada Flintridge	X	X	X	X	X	X
City of La Habra Heights	X	X				
City of Lakewood	X	X	X	X	X	X
City of Lancaster	X					X
City of Long Beach	X		X	X		
City of Los Angeles	X	X	X	X	X	X
City of Malibu				X	X	
City of Manhattan Beach	X	X	X	X	X	X
City of Monrovia	X					
City of Monterey Park	X	X		X		
City of Norwalk				X		
City of Palmdale	X					
City of Palos Verdes Estates					X	X
City of Pasadena	X	X	X	X	X	X
City of Pico Rivera						X
City of Rancho Palos Verdes				X	X	X
City of Redondo Beach	X	X		X	X	X
City of Rolling Hills						X
City of San Dimas			X	X	X	X
City of San Fernando					X	X
City of Santa Clarita	X	X	X	X	X	X
City of Santa Fe Springs	X		X		X	X

City of Santa Monica	X	X	X	X	X	X
City of Signal Hill				X	X	X
City of South El Monte	X	X				
City of South Pasadena			X			
City of Temple City					X	X
City of Torrance	X	X	X	X	X	X
City of West Covina					X	
City of West Hollywood				X	X	X
City of Westlake Village	X			X	X	
City of Whittier	X	X	X	X	X	X
County Departments						
Agricultural Commission/Weights and Measures	X	X	X	X	X	X
Animal Care & Control		X	X	X	X	X
Arts Commission					X	X
Assessor	X	X	X	X	X	X
Auditor Controller					X	X
Beaches & Harbors	X	X	X	X	X	X
Board of Supervisors Executive Office					X	X
Chief Executive Office/Office of Emergency Management	X	X	X	X	X	X
Child Support Services					X	X
Children & Family Services		X	X	X	X	X
Consumer Affairs					X	X
Coroner					X	X
Fire		X	X	X	X	X
Health Services	X	X	X	X	X	X
Internal Services Department	X	X	X	X	X	X
Library		X	X	X	X	X
Mental Health		X	X	X	X	X
Parks & Recreation	X	X	X	X	X	X
Probation		X	X	X	X	X
Public Health	X	X	X	X	X	X
Public Social Services		X	X	X	X	X
Public Works	X	X	X	X	X	X
Regional Planning	X	X	X	X	X	X
Registrar-Recorder/County Clerk	X	X	X	X	X	X
Sheriff		X	X	X	X	X
Treasurer and Tax Collector					X	X
Workforce, Development, Aging, and Community Services		X	X	X	X	X
Local, State, and Federal Agencies						
Alameda Corridor Transportation Authority		X				
Amigos de Los Rios			X			
California Department of Transportation	X				X	X
Catalina Island Conservancy	X	X	X	X	X	X
Los Angeles Air Force Base			X	X		
Los Angeles County Metropolitan Transit Authority (MTA)				X	X	
Los Angeles County Sanitation District No. 2	X		X	X	X	X

Los Angeles Region Gang Information Network (LARGIN)	X	X				
Port of Los Angeles	X	X	X	X	X	X
Port of Long Beach					X	X
Santa Catalina Island Conservancy	X	X	X	X		
Santa Clarita Valley Water Agency					X	X
Southern California Association of Governments						X
Southern California Edison (Catalina Island)					X	X
US Geological Survey		X	X	X		
US National Guard			X	X		
Water Replenishment District of Southern California				X	X	X
Educational Institutions						
Palos Verdes on the NET			X			
California State University, Channel Islands						X
California State Polytechnical University, Pomona				X	X	
California State University, Long Beach	X	X	X	X	X	X
California State University, Los Angeles		X				
California State University, Northridge						X
Claremont University Consortium				X		
Rio Hondo Community College				X		
Loyola Marymount University				X		
University of Southern California	X	X	X			
University of California at Los Angeles	X	X	X		X	X

ATTACHMENT II

LARIAC DATA ACQUISITIONS

Data	2006 (L1)	2008 (L2)	2011 (L3)	2014 (L4)	2017 (L5)	2020 (L6)	2023 (L7)
Orthogonal Imagery (4-inch) 	X (including Infrared)	X	X	X (including 2012 and 2103 1-foot imagery)	X (including Infrared imagery and multiple acquisitions per year)	X (including Infrared imagery in 2020 and multiple acquisitions per year through 2022)	X (including Infrared imagery in 2023 and multiple acquisitions per year through 2025)
Oblique Imagery 	X	X	X	X	X	X	X
Building Outlines 		X (400 sq ft)		X (400 sq ft)	X (300 sq ft)	X (300 sq ft)	X (300 sq ft)
Elevation Data 	X			X			X
Derived Data (tree canopy, solar insolation, slop, hillshade, height model, land cover, etc.)	X			X	X		X

ATTACHMENT III

DIGITAL AERIAL IMAGERY AND ELEVATION BENEFITS

Digital aerial imagery and elevation data provide valuable support for decision making within agencies, as well as cost savings for operations. High quality image data enables staff to make virtual site visits that improves and may replace field work, reducing information collection costs. Some examples include:

- **Public Safety:** Fire and Police personnel can plan for and "see" the location of incidents and addresses, improving dispatch, crime analysis, incident response, and officer safety.
- **Public Works**: Reduces the need for field visits, supports traffic and pavement management, storm drain and flood protection, and enhances project planning and infrastructure management.
- **Planning:** Improves code enforcement, site plan review, and understanding impacts of new projects.
- **Economic Development:** Improves outreach to businesses by providing detailed site information for potential developments and surrounding areas.
- **Disaster Planning and Response:** Improves planning and response before, during, and after disasters, providing a foundation for a Common Operating Picture.
- **Community Outreach:** Improves communication with residents by providing a picture of the area of discussion, increasing citizen engagement.
- **Operational Efficiency:** A consistent view of a city or agency supports collaboration, integration, and efficiency to lower operational costs.

LARIAC BENEFITS

High resolution data provided through LARIAC data offers key benefits when compared to aerial imagery from online providers ("free mapping websites" like Google or Bing), and off-the-shelf vendors. These include:

- Enhanced resolution (4-inch rather than 1-foot) shows greater detail and provides more information (you can see manhole covers and road striping);
- Unparalleled accuracy (+/- 2-feet accuracy) ensures information captured from the imagery is in the right location, supporting facilities management, planning, and operations;
- Breadth of products (orthogonal and oblique imagery, building footprints, and elevation data) to support of city or agency's business needs;
- Multiple access methods, including desktop, handheld, and mobile, as well as local and remotely hosted solutions to eliminate agency hardware and software costs;
- Variety of formats and compressed formats to enable use within existing applications in the field;
- Access to historical data from previous LARIAC image acquisitions to assess change over time; and

- Complete control of LARIAC data products, including availability for use by your contractors. LARIAC participation allows for data use and deployment across your entire agency in all applications, from planning to emergency services to public works.

One of the key benefits of LARIAC is cost sharing, provides members a suite of high quality deliverables at lower cost per member as more cities and agencies participate. Cost savings are passed back to participants in the form of additional data products, more frequent image capture and maintaining the price point over time.

To date, 102 cities, County departments, agencies, and educational institutions have benefited from these cost savings. These entities are listed in Attachment I. We invite you to contact these participants to learn more about their use and benefit from the LARIAC.

ATTACHMENT IV

LARIAC7 PRODUCT LIST

Orthogonal Imagery
- 4-band orthogonal imagery (including color infrared) at 4-inch or better resolution in the urban areas, and 9-inch or better in the National Forest.
- Multiple formats (TIFF, JPEG2000, and compressed ECW).

Oblique Imagery
- 3-band color oblique imagery at 4-inch resolution.
- Online hosted access for desktop and mobile devices.

Building Outlines
- Building outlines updated for all buildings over 300 square feet.

Digital Terrain Data
- LIDAR point cloud including all elevation data (QL1 or better).
- Digital Terrain Model (DTM) – bare earth data derived from LIDAR.
- Digital Surface Model (DSM) - building and tree tops derived from LIDAR.
- Digital Elevation Model (DEM) – bare earth data optimized for processing.
- 1-foot contours for urban areas, and 2-feet contours for the National Forest.

Additional Data Product(s) as Feasible
- Additional high resolution image acquisitions throughout the three-year cycle.
- Normalized Difference Vegetation Index (NDVI).
- Solar Model.
- Raster Tree Canopy Model.
- Raster Building data Model.
- Hillshade.
- Slope.
- Raster Height Model.
- 3D mesh.
- Street-level imagery and derived products.
- Other additional derived GIS data products.

Hosted Solution
- EagleView CONNECTExplorer and CONNECT Products (e.g. EagleView for ESRI Web AppBuilder, Integrated Pictometry Application).
- Image services provided as WMS, WMTS, TMS, and Esri REST.

GIS Viewer Access
- Enhanced access to the LARIAC data, current parcel information, other County GIS data, and mapping and GIS tools through the County's GIS Viewer.

ATTACHMENT V

SAMPLE LETTER OF INTENT

<Current Date>

Steven Steinberg
County of Los Angeles
Internal Services Department
Mailstop #3
9150 Imperial Highway
Downey, CA 90242

Dear Dr. Steinberg:

It is our intent to participate in the 2023 Los Angeles Region Imagery Acquisition Consortium (LARIAC7). LARIAC7 will acquire 4-inch color orthogonal in urban areas (9-inch in National Forests), 4-inch oblique aerial photography, building representations (outlines), digital terrain data, and additional high resolution image acquisitions throughout the three-year cycle. We understand the cost will be **$4,500** for limited access to LAR-IAC7**.** Recognizing that our final commitment is contingent upon approval by our organization. It is understood this approval must be obtained prior to confirming our participation in this project.

If you have questions, please contact <***Name and Title of Primary Contact***> *at* <***Telephone, Fax and E-mail Address***>.

Sincerely,

_____ _____
Signature Print Name

_____ _____
Title Date

PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES FOR THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7 ("LARIAC7") PROJECT

PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES FOR THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7 ("LARIAC7") PROJECT

This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), a political subdivision of the State of California, and **City of Rolling Hills**, a California city, special district, agency, or educational institution. Each individual city, district, educational institution, or agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities". The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

A. **WHEREAS**, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2023 Project;

B. **WHEREAS**, County has become aware that various Participating Entities have similar projects currently underway or plans to undertake similar projects in the near future;

C. **WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and

D. **WHEREAS**, the Parties intend to participate in the Project upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A ("Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

2. Responsibilities of the County

A. Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.

B. Develop all necessary procurement documents for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.

C. Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter, manage the entire acquisition and administration of the Project.

D. With the assistance of one or more selected contractors, provide Quality Control (QC) for all Digital Data delivered under this Agreement.

E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entity upon Project completion.

F. Provide monthly reports to the Participating Entities on the status of the Project.

3. The Participating Entity Has the Right to

A. Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).

B. Provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.

D. Acquire additional digital aerial products from the contractors through this Agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

4. Mutual Responsibilities; Maximum Contribution

The Parties shall be mutually responsible for the following:

A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration (Total Cost) shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a LARIAC account which has been established by the County for this Project (LARIAC Account) and as further described in Paragraph 5 of this Agreement. Under no circumstances shall the Participating Entity be

responsible for any payment that exceeds its Maximum Contribution under this Agreement.

The Maximum Contribution of the Participating Entity shall be $4,500. This cost is for limited LARIAC7 access as described in Section 6. General Terms and Conditions.

B. In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

5. Payment of Maximum Contribution; Administration of LARIAC Account

A. A Participating Entity shall have the following options in paying its Maximum Contribution to the County hereunder:

i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.

ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) fifty percent (50%) of the Maximum Contribution upon its execution of this Agreement; and (b) fifty percent (50%) upon delivery of the Digital Data to the Participating Entity.

B. The LARIAC Account established by the County in connection with the Project, shall be subject to the following:

i. All funds held in the LARIAC Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.

ii. Any funds held in the LARIAC Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered, and returned to Parties based on their prorated contribution to the total costs of the Project.

6. General Terms and Conditions

A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term.

B. The term of this Agreement may be extended by an Amendment to this Agreement.

C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty-free license. The license may be used to, modify, edit, reuse, reproduce, translate, create derivatives, compile, other works based upon the Digital Data, and combine the data with other contents selected by the Participating Entity in its own operation, with an unlimited number of seats; including, but not limited to Internet and intranet applications, copying, and printing.

D. The Participating Entity shall have the right to transfer, sublicense, and distribute any form of media either now known or hereinafter desired the Digital Data to its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgement and agreement to abide by such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B (Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) 7 Authorized User Confidentiality and Non-Disclosure Agreement).

E. The Participating Entity will have limited access to LAR-IAC7 as follows:

(i) The number of named accounts on CONNECTExplorer is limited to two (2) users.

(ii) Named accounts must be tied to a single individual, who is an employee of the Participating Entity and the sole user of the account. Accounts may not be shared by multiple persons.

(iii) Additional named user account subscriptions may be directly purchased by the Participating Entity at a rate of $500 per named user per year.

F. The Participating Entity may receive EagleView administered training for CONNECTExplorer.

G. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.

H. This Agreement may be amended or modified only with the prior written consent of the Participating Entity.

I. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

J. No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.

K. Any other California city, special district, agency, or educational institution may become a Participating Entity under this Agreement if:

(i) Such entity executes this Agreement, and

(ii) Such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the LARIAC Account and administered in accordance with sub-paragraph 5.B of this Agreement.

L. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium 7 Program on the date indicated below.

PARTICIPANT ENTITY
City of Rolling Hills

By: _____

Date: _____

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: _____

Date: _____

DIGITAL DATA

All data will be acquired in 2023 unless otherwise noted.

Orthogonal Imagery

- 4-band orthogonal imagery (including color infrared) at 4-inch or better resolution in the urban areas, and 9-inch or better in the National Forest.
- Multiple formats (TIFF, JPEG2000, and compressed ECW).

Oblique Imagery

- 3-band color oblique imagery at 4-inch resolution.
- Online hosted access for desktop and mobile devices.

Building Outlines

- Building outlines updated for all buildings over 300 square feet.

Digital Terrain Data

- LIDAR point cloud including all elevation data (QL1 or better).
- Digital Terrain Model (DTM) – bare earth data derived from LIDAR.
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- 1-foot contours for urban areas, and 2-feet contours for the National Forest.

Additional Data Product(s) as Feasible

- Additional high resolution image acquisitions throughout the three-year cycle.
- Normalized Difference Vegetation Index (NDVI).
- Solar Model.
- Raster Tree Canopy Model.
- Raster Building data Model.
- Hillshade.
- Slope.
- Raster Height Model.
- 3D mesh.
- Street-level imagery and derived products.
- Other additional derived GIS data products.

LOS ANGELES REGIONAL
IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) 4, LAR-IAC5, LAR-IAC6, LAR-IAC7
AUTHORIZED USER
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)

1. Pictometry International Corp., a Delaware company with offices at 25 Methodist Hill Drive, Rochester, NY 14623 ("Pictometry"), and the County of Los Angeles ("County") have entered into that certain agreement dated December 3, 2013 as amended from time to time ("Agreement") for delivery of licensed digital mapping data and software ("Licensed Products") to the County. Under the Agreement, certain governmental entities ("Authorized Entities"), including County Departments and non-County Authorized Participants, which participate in the LAR-IAC may be granted copies of or otherwise provided access to the Licensed Products through a Participant Agreement.

2. Pursuant to Paragraph 11.2 (Authorized Users) of the Agreement, Licensed Products may only be accessed or otherwise used by an Authorized User, which includes any contractor or consultant of an Authorized Entity using the Licensed Products either at the facilities of such Authorized Entity or for any Project (as defined below) of such Authorized Entity.

3. The undersigned is an Authorized User of an Authorized Entity under the Agreement and desires to use the Licensed Products solely for internal, noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with the relationship with the Authorized Entity ("Project").

4. The undersigned Authorized User understands and agrees that the Licensed Products contain proprietary, trade secret and/or confidential information ("Confidential Information") of Pictometry. Therefore, by signing this Authorized User Confidentiality and Non-Disclosure Agreement ("NDA"), the Authorized User agrees to use the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA until the expiration or termination of the Project for which the undersigned Authorized User was engaged by the particular Authorized Entity.

5. Pictometry and the County acknowledge that the Agreement and certain information and documentation (collectively, "Records") may be subject to public record requests (e.g., California Public Record Act Request or Freedom of Information Act Request) or other compelled legal disclosure requests (e.g., a subpoena or warrant) (collectively, "Compelled Disclosure Requests"). Should the Authorized Entity reasonably believe that Records, in whole or in part, are subject to production via a valid, properly submitted Compelled Disclosure Request, the Authorized Entity will promptly notify County and Pictometry of such request providing five (5) days advance notice prior to producing any of the requested Records. Pictometry explicitly reserves the right to object to any such production and to pursue any and all remedies it has in both law and in equity to prevent the release of such Records. The Authorized User and the Authorized Entity, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

6. The undersigned Authorized User agrees to protect and maintain any Confidential Information the Authorized User is given access to under this NDA using at least the same protections and to the same extent the Authorized Entity uses to protect and maintain its own confidential information of a similar nature.

7. To the extent any Confidential Information that is not in the public domain is revealed through the operation or other use of the Licensed Products, the Authorized User agrees that it will not make use of, disseminate or in any way disclose such Confidential Information without the County's prior written consent, which County may first need to obtain from Pictometry.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

AUTHORIZED USER:

Signature: _____ Address: _____

Name: _____ _____

Organization: _____ City/Zip: _____

Date: _____ Phone: _____

AUTHORIZED BY:

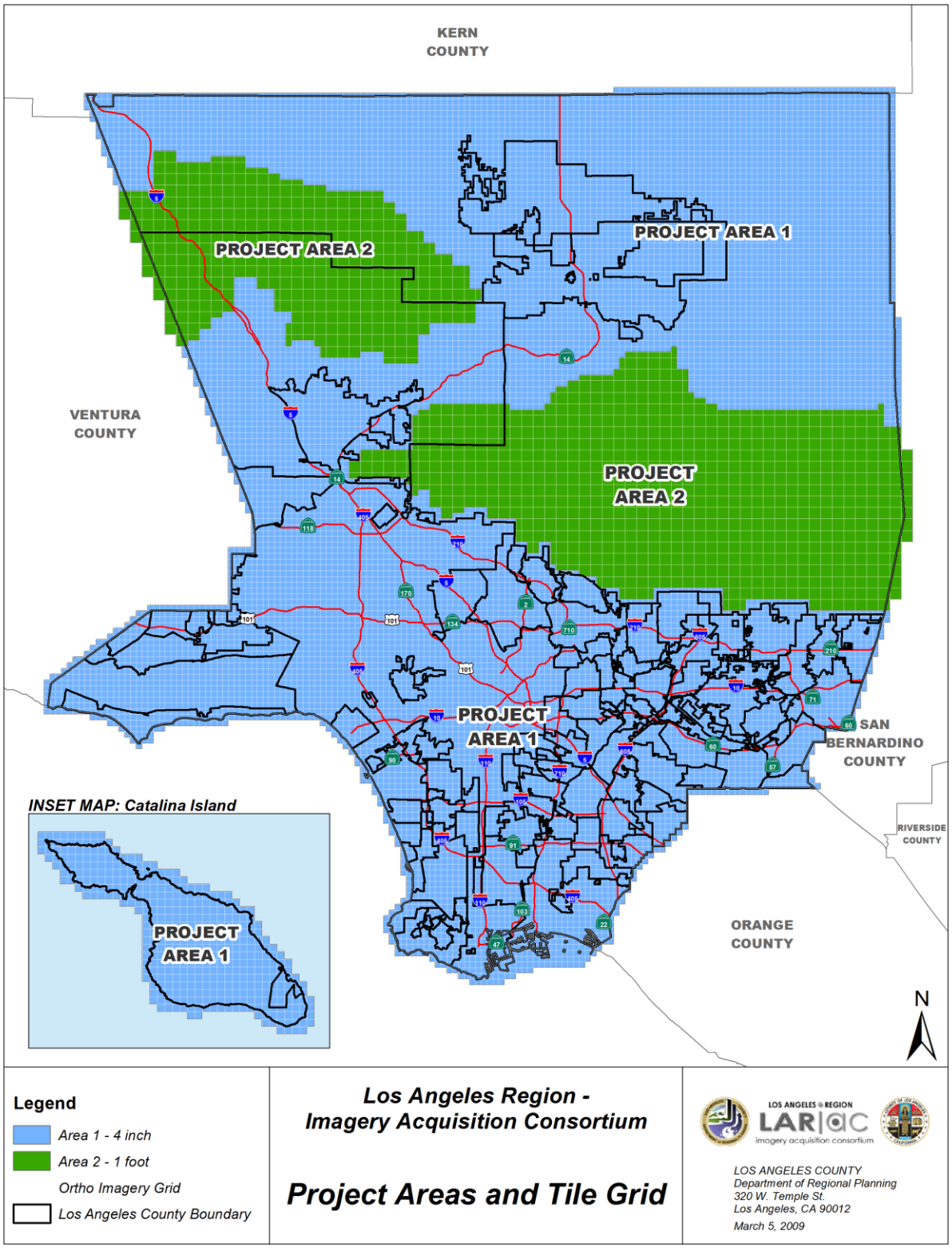
Signature: _____ Date: _____

Name: _____ Authorized Entity: _____

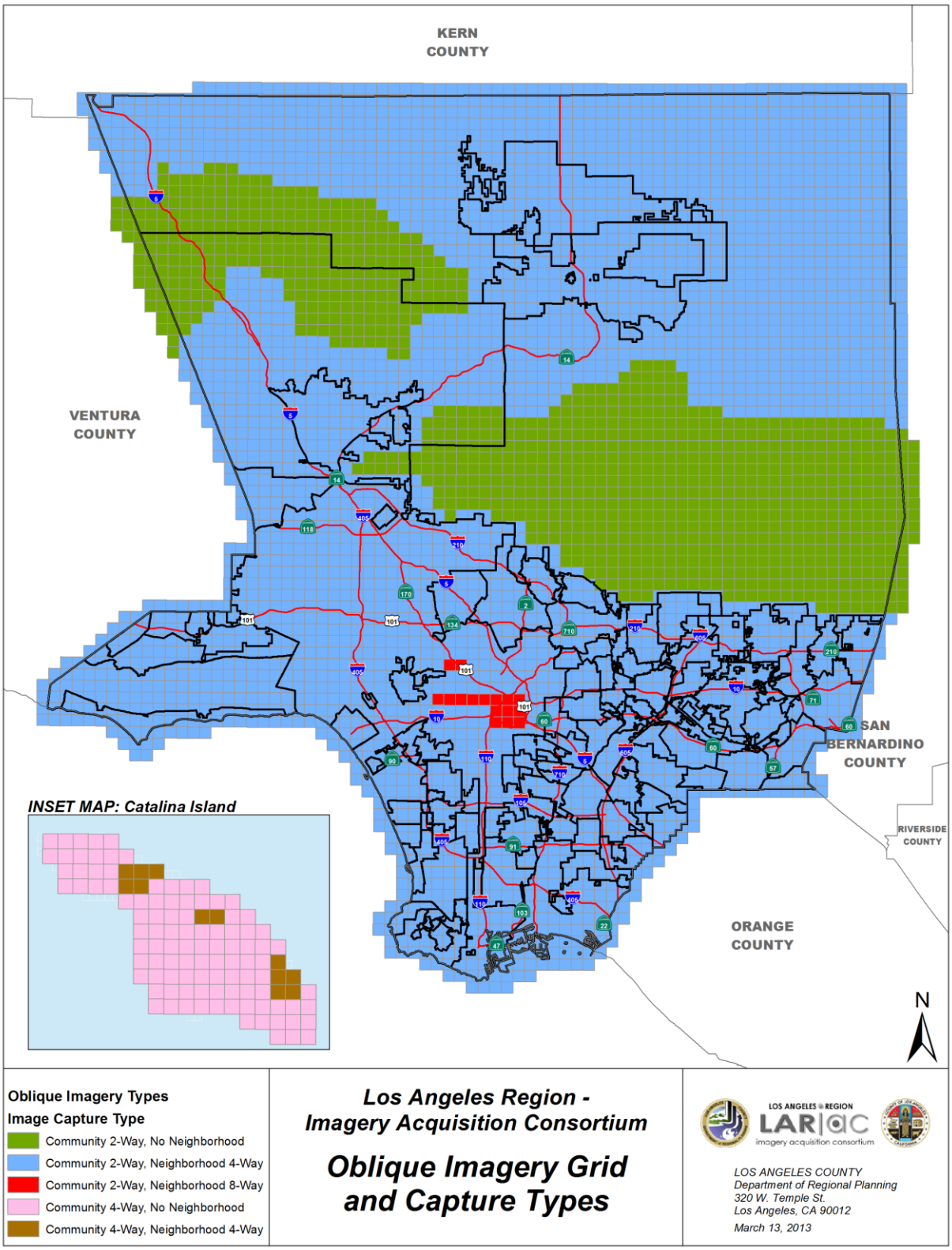
Title: _____ County's Project Director: _____

Note: Submit completed form and a copy of the contract between the Authorized Entity and the Authorized User that details the "Project" to Dr. Steven Steinberg, LARIAC Project Director, at SSteinberg@isd.lacounty.gov and Cc' An Dang, LARIAC Project Manager, at adang@isd.lacounty.gov for review and approval.

Map 1: Areas for Orthogonal Imagery Products



Map 2: Areas for Oblique Imagery Products



PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES FOR THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 6 ("LARIAC6") PROJECT

PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES FOR THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 6 ("LARIAC6") PROJECT

This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), a political subdivision of the State of California, and **City of Rolling Hills**, a California city, special district, agency, or educational institution. Each individual city, district, educational institution, or agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities". The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

A. **WHEREAS**, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2020 Project;

B. **WHEREAS**, County has become aware that various Participating Entities have similar projects currently underway or plans to undertake similar projects in the near future;

C. **WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and

D. **WHEREAS**, the Parties intend to participate in the Project upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products and services listed in Attachment A ("Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

2. **Responsibilities of the County**

A. Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.

B. Develop all necessary procurement documents for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.

C. Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter, manage the entire acquisition and administration of the Project.

D. With the assistance of one or more selected contractors, provide Quality Control (QC) for all Digital Data delivered under this Agreement.

E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entity upon Project completion.

F. Provide monthly reports to the Participating Entities on the status of the Project.

3. **The Participating Entity Has the Right to**

A. Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).

B. Provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.

D. Acquire additional digital aerial products from the contractors through this Agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

4. **Mutual Responsibilities; Maximum Contribution**

The Parties shall be mutually responsible for the following:

A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration (Total Cost) shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a LARIAC account which has been established by the County for this Project (LARIAC Account) and as further described in Paragraph 5 of this Agreement.

The Maximum Contribution of the Participating Entity shall be $21,576.08.

B. In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

5. Payment of Maximum Contribution; Administration of LARIAC Account

A. A Participating Entity shall have the following options in paying its Maximum Contribution to the County hereunder:

i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.

ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) $13,246.08 upon its execution of this Agreement; and (b) $8,330 upon delivery of the Digital Data to the Participating Entity.

B. The LARIAC Account established by the County in connection with the Project, shall be subject to the following:

i. All funds held in the LARIAC Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.

ii. Any funds held in the LARIAC Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered, and returned to Parties based on their prorated contribution to the total costs of the Project.

6. General Terms and Conditions

A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term.

B. The term of this Agreement may be extended by an Amendment to this Agreement.

C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty-free license. The license may be used to, modify, edit, reuse, reproduce, translate, create derivatives, compile, other works based upon the Digital Data, and combine the data with other contents selected by the Participating Entity in

its own operation, with an unlimited number of seats; including, but not limited to Internet and intranet applications, copying, and printing.

D. The Participating Entity shall have the right to transfer, sublicense, and distribute any form of media either now known or hereinafter desired the Digital Data to its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgement and agreement to abide by such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B (Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) 6 Authorized User Confidentiality and Non-Disclosure Agreement).

E. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.

F. This Agreement may be amended or modified by County only after collaboration and consultation with the Participating Entities.

G. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

H. No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.

I. Any other California city, special district, agency, or educational institution may become a Participating Entity under this Agreement if:

(i) Such entity executes this Agreement, and

(ii) Such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the LARIAC Account and administered in accordance with sub-paragraph 5.B of this Agreement.

J. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium 6 Program on the date indicated below.

PARTICIPANT ENTITY
City of Rolling Hills

By: _____

Date: 06-08-2020

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: _____

Date: 6/11/2020

DIGITAL DATA

All data will be acquired in 2020 unless otherwise noted.

Orthogonal Imagery

- 4-band orthogonal imagery (including color infrared) at 4-inch resolution in the urban areas, and 9-inch in the National Forest (Map 1).
- Multiple formats (TIFF, JPEG2000, and compressed ECW).
- 3-band orthogonal imagery acquired 1-2 times a year (3-inch resolution) for internal use – provided as an image service.

Oblique Imagery

- 3-band color oblique imagery at 4-inch resolution (Map 2).
- Online hosted access for desktop and mobile devices.

Building Outlines

- Building outlines updated for all buildings over 300 square feet.

ISD/URGIS Development Services

1. Database set-up at County of Los Angeles:
   Create a City_Rolling_Hills database at an internal County server for spatial dataset hosting.

   Task Descriptions:
   a. Create a City_Rolling_Hills database and create separate user name and login with editing permissions
   b. Load spatial datasets into the database

2. Zoning spatial dataset
   Convert hard copy zoning map to a spatial dataset

   Task Descriptions:
   a. Select LA County parcel data in Rolling Hills boundaries. Manually assign zoning code, overlay information, etc. to each parcel.
   b. Load zoning data into City_Rolling_Hills database

3. Incorporate map service into County's GIS Viewer
   Modify the current LA County GIS Viewer to include map service(s) containing City of Rolling Hill's spatial dataset

Task Descriptions:

a. Create an ArcMap .mxd using symbology from the hard copy zoning map. Create and configure labels. Publish .mxd as a map service onto internal ArcGIS server at LA County
b. Add map service into the County's GIS Viewer, restrict access of layer(s) to City of Rolling Hill's login, and configure map service (feature description, field alias, visibility, etc.) in Latitude Geographics' Geocortex software
c. Train users (either online or in person) in navigating the GIS Viewer

4. Ongoing Data & Infrastructure Support
   Incorporate any data updates from City of Rolling Hills, republish service, reconfigure map service in Geocortex software, and troubleshoot services (e.g. infrastructure, ArcGIS) as needed

Estimated Hours and Costs:

Deliverable	Number of Hours	Rate Per Hour	Amount
1	2	$163	$326.00
2	15	$163	$2,445.00
3	8	$163	$1,304.00
4	4	$163	$652.00
		Subtotal:	**$4,727.00**
		Contract Cities Liability Surcharge (4%)	$189.08
		Total estimates:	**$4,916.08**

LOS ANGELES REGIONAL
IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) 4, LAR-IAC5, LAR-IAC6
AUTHORIZED USER
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)

1. Pictometry International Corp., a Delaware company with offices at 25 Methodist Hill Drive, Rochester, NY 14623 ("Pictometry"), and the County of Los Angeles ("County") have entered into that certain agreement dated December 3, 2013 as amended from time to time ("Agreement") for delivery of licensed digital mapping data and software ("Licensed Products") to the County. Under the Agreement, certain governmental entities ("Authorized Entities"), including County Departments and non-County Authorized Participants, which participate in the LAR-IAC may be granted copies of or otherwise provided access to the Licensed Products through a Participant Agreement.

2. Pursuant to Paragraph 11.2 (Authorized Users) of the Agreement, Licensed Products may only be accessed or otherwise used by an Authorized User, which includes any contractor or consultant of an Authorized Entity using the Licensed Products either at the facilities of such Authorized Entity or for any Project (as defined below) of such Authorized Entity.

3. The undersigned is an Authorized User of an Authorized Entity under the Agreement and desires to use the Licensed Products solely for internal, noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with the relationship with the Authorized Entity ("Project").

4. The undersigned Authorized User understands and agrees that the Licensed Products contain proprietary, trade secret and/or confidential information ("Confidential Information") of Pictometry. Therefore, by signing this Authorized User Confidentiality and Non-Disclosure Agreement ("NDA"), the Authorized User agrees to use the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA until the expiration or termination of the Project for which the undersigned Authorized User was engaged by the particular Authorized Entity.

5. Pictometry and the County acknowledge that the Agreement and certain information and documentation (collectively, "Records") may be subject to public record requests (e.g., California Public Record Act Request or Freedom of Information Act Request) or other compelled legal disclosure requests (e.g., a subpoena or warrant) (collectively, "Compelled Disclosure Requests"). Should the Authorized Entity reasonably believe that Records, in whole or in part, are subject to production via a valid, properly submitted Compelled Disclosure Request, the Authorized Entity will promptly notify County and Pictometry of such request providing five (5) days advance notice prior to producing any of the requested Records. Pictometry explicitly reserves the right to object to any such production and to pursue any and all remedies it has in both law and in equity to prevent the release of such Records. The Authorized User and the Authorized Entity, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

6. The undersigned Authorized User agrees to protect and maintain any Confidential Information the Authorized User is given access to under this NDA using at least the same protections and to the same extent the Authorized Entity uses to protect and maintain its own confidential information of a similar nature.

7. To the extent any Confidential Information that is not in the public domain is revealed through the operation or other use of the Licensed Products, the Authorized User agrees that it will not make use of, disseminate or in any way disclose such Confidential Information without the County's prior written consent, which County may first need to obtain from Pictometry.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

AUTHORIZED USER:

Signature: _____ Address: _____

Name: _____ _____

Organization: _____ City/Zip: _____

Date: _____ Phone: _____

AUTHORIZED BY:

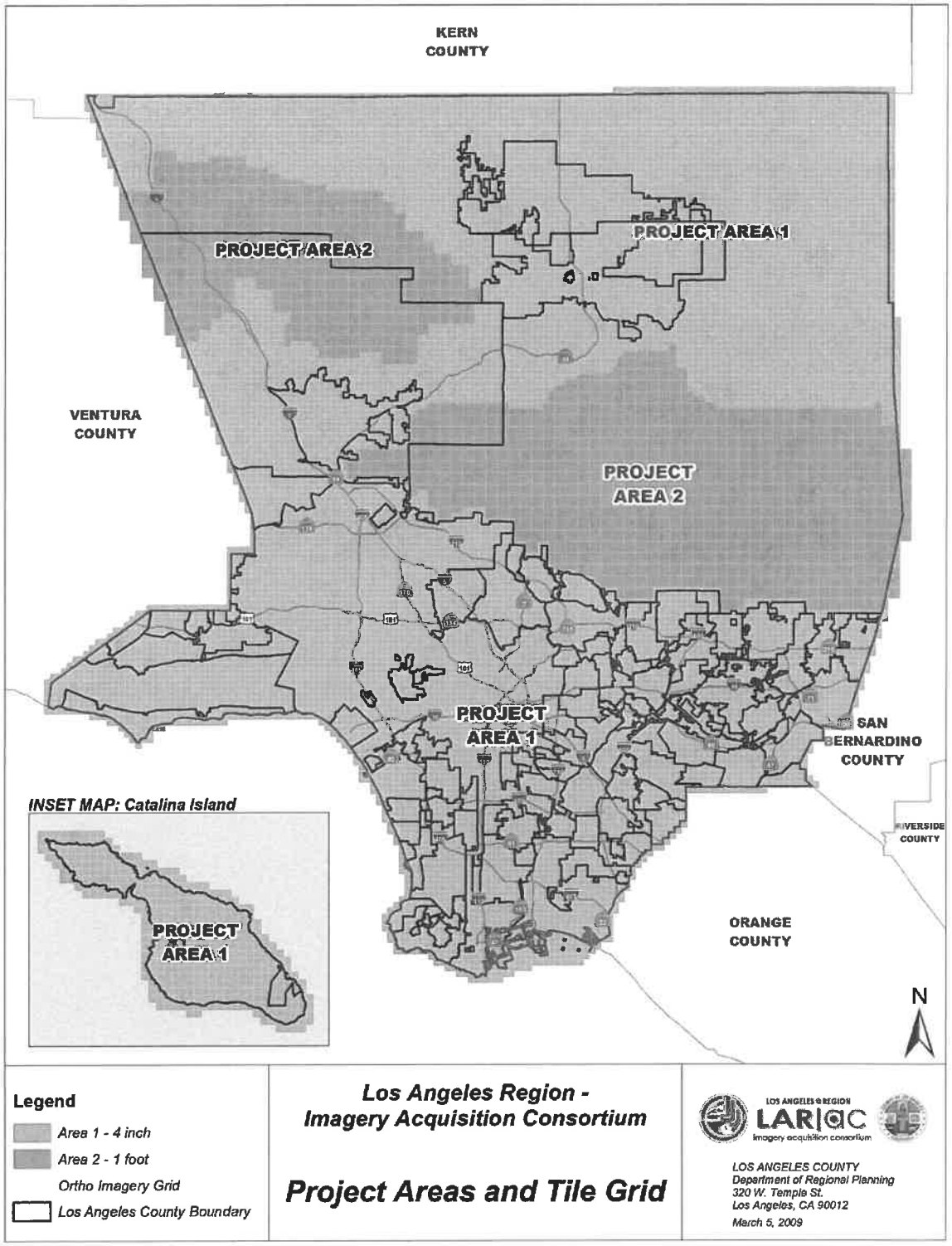
Signature: _____ Date: _____

Name: _____ Authorized Entity: _____

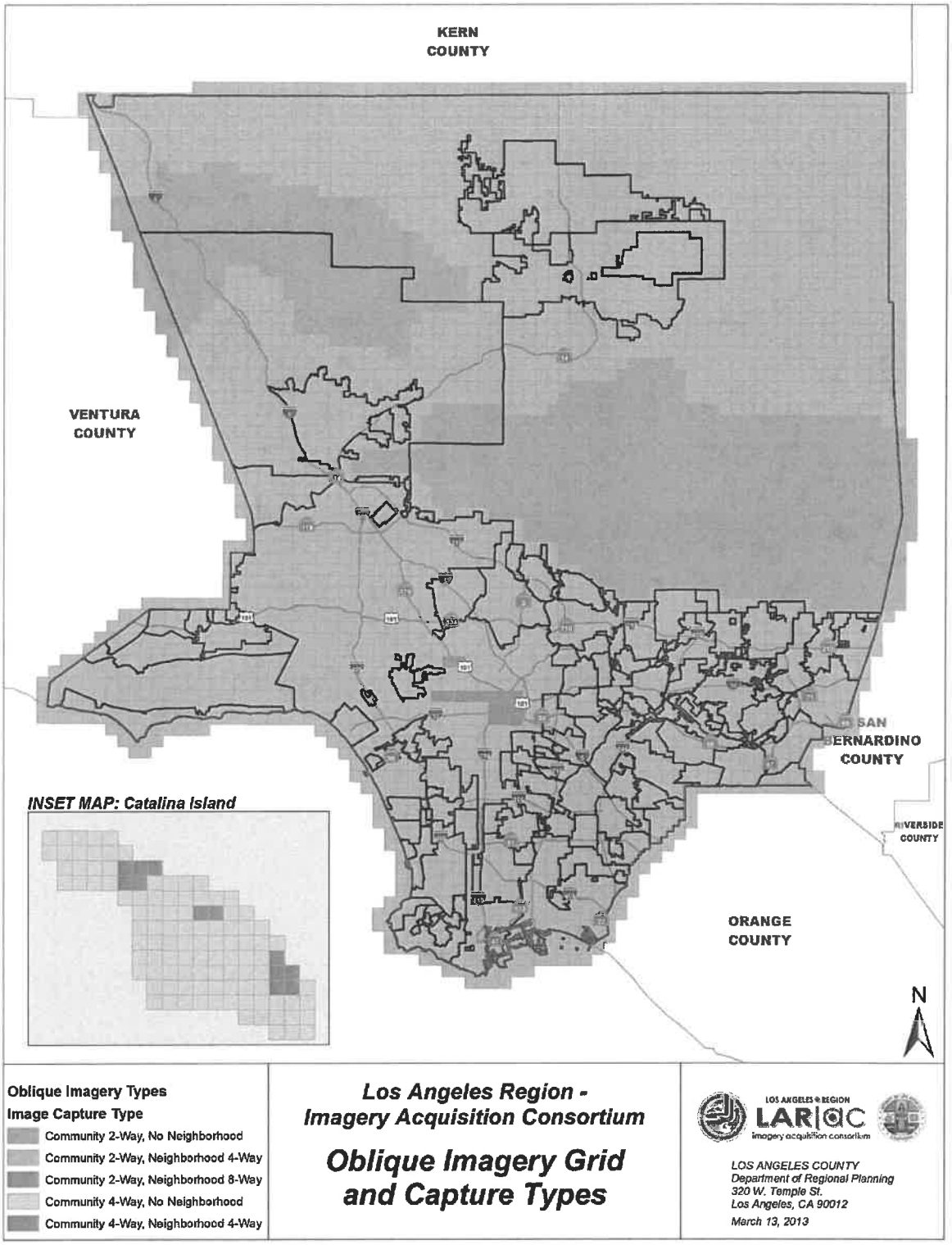
Title: _____ County's Project Director: _____

Note: Submit completed form and a copy of the contract between the Authorized Entity and the Authorized User that details the "Project" to Dr. Steven Steinberg, LARIAC Project Director, at SSteinberg@isd.lacounty.gov and Cc' Christine Lam, LARIAC Project Manager, at CLam2@isd.lacounty.gov for review and approval.

Map 1: Areas for Orthogonal Imagery Products



Map 2: Areas for Oblique Imagery Products



Agenda Item No.: 8.H
Mtg. Date: 04/24/2023

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

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

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **APPROVE AREA G'S SOUTH BAY ALERT ADMINISTRATOR CONTRACT RENEWAL FOR USE WITH THE EVERBRIDGE SYSTEM**

DATE: **April 24, 2023**

BACKGROUND:
Los Angeles County Area G Disaster Management Operational Area is comprised of El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates and Torrance.

In January of 2021, Alert South Bay, Inc (ASB) was formed as a 501(c)3 nonprofit incorporation in Los Angeles County, CA. ASB's primary mission is to provide integrated emergency mass notification services to Los Angeles County. ASB is comprised of the cities within Area G deploying a notification system using Everbridge that has interoperability between all participating cities across jurisdictional notifications. ASB, through Everbridge, uses white page information for the community, per SB821, without the need for individuals to opt in and the system can push out messages across jurisdictional boundaries. Everbridge is a software application used to send targeted messages during an emergency via text message, cellular service, landlines, email, social media, and it is integrated into FEMA's Integrated Public Alert and Warning System (iPAWS).

DISCUSSION:
In recent years the City has participated in ASB and utilized the Everbridge platform for Emergency Notifications. In 2020, the City of Rolling Hills contracted individually with Everbridge/Alert South Bay for $5,171 in year one and $4,171 for years 2 and 3.

This past year, the Area G cities re-negotiated the contractual terms and costs for participation in the program and use of the platform. Under the new group negotiated rates for a 3-year term, the City would pay an annual fee of $2,439.45 in Year 1 and an annual fee of $2,556.74

for Year 2 and Year 3. This includes Program Administration Costs as listed below.

Attached is a chart showing the cost breakdowns for the Everbridge Contract portion. The tota costs for the Everbridge platform are $1,645.45 in Year 1 and $1,762.74 for Year 2 and Year 3. The City Council approved the Everbridge contract at the March 27, 2023 meeting.

The ASB Program Administration Costs covers the attached Area G contract with Emergency Management Safety Partners, LLC (EMSP) and Mrs. Soraya Sutherlin. As Area G does not have the personnel able and/or available to perform services necessary for regional alerts and warnings, the administrator will serve as a liaison between Area G and the cities participating in ASB. EMSP will perform the following Program Administration services:

- software administration, maintenance and functionality;
- Training and Excercising; managing contract services;
- community outreach; hosting meetings and events;
- holding special events and projects specific to disaster readiness;
- incident support services

The contract was commenced on April 1, 2023 for a one year term with the option of 2 one-year extensions. The total Program Administration Costs are $794.00 for Years 1-3.

FISCAL IMPACT:
The cost of continued participation in Alert Southbay and Everbridge subscription is available in the FY 22/23 adopted budget under 01-65-917 Emergency Preparedness

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PS_ARG_230418_EverbridgeASB_3YearCosts.pdf
PS ASB 230401 Administrator Contract EMSP F E.pdf

Everbridge Costs - 3 years

Year 1

Account Name	MN Pro	Everbridge Professional Services (50 hrs Technical Support) *	Resident Connection (RC)	RC Set Up Fee (One time cost)	Service Credits	Consolidated EVBG Contract Total Year 1	Program Administration Costs (Soraya)	Consolidated Contract Grand Total Due	Current Contract Costs FY21/22
Rolling Hills	$421.00	$1,178.57	$163.17	$13.05	$130.34	$1,645.45	$794.00	**$2,439.45**	$4,171.00
		These hours are for the implementation of features currerntly not in use.		Some cities already have resident connection data therefore they will not be assesed a set up fee.	Credit is based on current EVBG contract. Year 2 & 3 will not have a credit.		Cost was calculated utilizing the Area G annual invoice formula		Current contract costs

Year 2 & 3

Rolling Hills	$421.00	$1,178.57	$163.17	0	0	$1,762.74	$794.00	**$2,556.74**	$4,171.00
				Set up is a 1 time fee which was completed in year 1	No credits are applied in year 2 & 3		Cost was calculated utilizing the Area G annual invoice formula	Year 2 & 3	Current contract costs

CONTRACT FOR COORDINATING DISASTER MANAGEMENT SERVICES

THIS CONTRACT ("Contract") is made and entered into as of April 1, 2023 between the Governing Board of DISASTER MANAGEMENT AREA G ("Area G"), a joint powers authority, and Emergency Management Safety Partners, LLC ("Regional Alert and Warning Administrator"). Area G and Regional Alert and Warning Administrator agree as follows:

1.0 ENGAGEMENT OF REGIONAL ALERT AND WARNING ADMINISTRATOR.

1.1 Area G does not have the personnel able and/or available to perform the services required under this Contract.

1.2 Area G agrees to engage Regional Alert and Warning Administrator to perform the services as hereinafter set forth in Exhibit A.

1.3 The term of this Contract shall be for one (1) year from the date this Contract is signed (the "Termination Date"). Area G, in its sole discretion, may extend this agreement for up to two (2) additional one year term(s) by written notice to Regional Alert and Warning Administrator provided at any time prior to the Termination Date, and the Termination Date shall be adjusted accordingly. Regional Alert and Warning Administrator shall perform the services through the Termination Date, unless a later date is agreed to in writing by Area G.

2.0 SCOPE OF SERVICES.

2.1 Regional Alert and Warning Administrator shall perform all work necessary to complete the services described in Exhibit A. Soraya Sutherlin shall be the person principally responsible for Regional Alert and Warning Administrator's obligations herein and shall serve as the principal liaison between Area G and the cities participating in the Alert SouthBay Program. Designation of another responsible principal by Regional Alert and Warning Administrator shall not be made without the prior written consent of Area G.

2.2 All services shall be performed to the satisfaction of Area G.

2.3 All services shall be performed according to the standards then prevailing in the municipal emergency management profession in Los Angeles County.

2.4 The Disaster Management Area Coordinator, or her designee, for the purposes of this Contract, is the agent for Area G; whenever approval or authorization is required, Regional Alert and Warning Administrator understands that the Disaster Management Area Coordinator, or her designee, has the authority to provide that approval or authorization.

3.0 PERSONNEL.

3.1 Regional Alert and Warning Administrator represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Regional Alert and Warning Administrator shall not subcontract any services to be performed by it under this Contract without prior written approval of Area G.

3.3 All of the services required hereunder will be performed by Regional Alert and Warning Administrator or by Area G-approved subcontractors. Regional Alert and Warning Administrator, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by Area G.

4.0 TIME OF PERFORMANCE.

4.1 Regional Alert and Warning Administrator shall commence its services immediately upon the execution of this Contract and shall complete the services during the term of the Contract as specified in Exhibit A.

4.2 The time for performing the services may only be extended in writing by Area G, and only upon a showing of good cause, in Area G's sole discretion.

5.0 COMPENSATION AND FEES.

5.1 For satisfactory and timely performance of the services provided for hereunder, Area G will pay Regional Alert and Warning Administrator an amount not to exceed one hundred and twenty thousand dollars ($ 120,000.00) per year. The Regional Alert and Warning Administrator will cover the costs of the website, google workspace and registered domains, although all such items shall be the property of Area G, and shall remain so after termination of this Contract. Regional Alert and Warning Administrator shall take all actions necessary to coordinate the transfer of such items to Area G upon termination of this Contract. No additional compensation shall be paid for any other work performed, unless first approved by Area G.

5.2 Regional Alert and Warning Administrator shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all professional time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related expenses.

6.0 PAYMENT.

6.1 On the first day of each calendar month during the Contract term, Regional Alert and Warning Administrator shall submit to Area G an invoice for the services completed, authorized expenses, and authorized extra work performed or incurred during the

immediately preceding calendar month.

6.2 Each such invoice shall state the basis for the amount invoiced, including the services completed, the number of hours spent, reimbursable expenses incurred, and any extra work performed.

6.3 Regional Alert and Warning Administrator shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Area G will pay Regional Alert and Warning Administrator the amounts correctly invoiced within thirty days (30) after submitting the invoice.

6.5 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

8.0 AREA G's RESPONSIBILITY. Area G shall cooperate with Regional Alert and Warning Administrator as may be reasonably necessary for Regional Alert and Warning Administrator to perform its services; and will give any required decisions as promptly as practicable to avoid unreasonable delay in the progress of Regional Alert and Warning Administrator's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 This Contract is by and between Area G and the Regional Alert and Warning Administrator and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between Area G and the Regional Alert and Warning Administrator .

9.1.2 The Regional Alert and Warning Administrator shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of Area G. Neither Area G nor any of its members, officers or employees shall have any control over the conduct of the Regional Alert and Warning Administrator , or any of the Regional Alert and Warning Administrator's employees, except as herein set forth, and the Regional Alert and Warning Administrator expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of Area G, it being distinctly understood that the Regional Alert and Warning Administrator is and shall at all times remain to Area G a wholly independent contractor and the Consultant's obligations to Area G are solely such as are prescribed by this Contract.

9.1.3 Regional Alert and Warning Administrator is not an agent or employee of Area G and shall furnish such services in its own manner and method except as required by this Contract. Further, Regional Alert and Warning Administrator has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Regional Alert and Warning Administrator in the performance of the services hereunder. Regional Alert and Warning Administrator shall be solely responsible for, and shall indemnify, defend, and save Area G harmless

from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.4 Regional Alert and Warning Administrator acknowledges that Regional Alert and Warning Administrator and any subcontractors, agents or employees employed by Regional Alert and Warning Administrator shall not, under any circumstances, be considered employees of Area G, and that they shall not be entitled to any of the benefits or rights afforded employees of Area G, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as Area G may authorize in writing, Regional Alert and Warning Administrator and its subcontractors shall have no authority, express or implied, to act on behalf of or bind Area G in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, printouts, studies, memoranda, websites, domains, intellectual property, computation sheets and other documents (whether on paper or stored in any electronic/digital form) and materials prepared by Regional Alert and Warning Administrator in furtherance of the work shall be the sole property of Area G and shall be delivered to Area G whenever requested. Regional Alert and Warning Administrator may make duplicate copies of such materials and documents for such purposes as may be authorized in writing by Area G.

9.4 CORRECTION OF WORK. Regional Alert and Warning Administrator shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to Area G. The performance or acceptance of services furnished by Regional Alert and Warning Administrator shall not relieve the Regional Alert and Warning Administrator from the obligation to correct subsequently discovered defects, inaccuracies, or incompleteness.

9.5 WAIVER. Area G's waiver of any term, condition, breach or default of this Contract shall not be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Regional Alert and Warning Administrator shall not assign or transfer this Contract or any rights hereunder without the prior written consent of Area G and approval as to form by legal counsel, which may be withheld in Area G's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Regional Alert and Warning Administrator of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Regional Alert and Warning Administrator shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof.

9.9 INTERPRETATION.

9.9.1 Applicable Law. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.9.2 Entire Agreement. This Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations,

representations, understandings, correspondence, documentation, and agreements (written or oral).

9.9.3 Written Amendment. This Contract may only be changed by written amendment signed by Regional Alert and Warning Administrator and an authorized representative of Area G, subject to any requisite authorization by Area G's Governing Board. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.9.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.9.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail.

9.9.6 Choice of Forum. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the County of Los Angeles and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.9.7 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original. Electronic signatures shall be treated for all purposes as original signatures and the Contract may be executed in counterparts which, together, shall constitute the complete Contract.

9.10 TIME OF ESSENCE. Time is strictly of the essence with respect t0

provisions under this Contract and each covenant, term and provision hereof.

9.11 AUTHORITY OF REGIONAL ALERT AND WARNING ADMINISTRATOR.

Regional Alert and Warning Administrator hereby represents and warrants to Area G that Regional Alert and Warning Administrator has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.12 ARBITRATION OF DISPUTES. Any dispute for under $25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. Area G does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against Area G and reserves the right to conduct full discovery.

9.13 INDEMNITY.

Regional Alert and Warning Administrator shall indemnify, defend with counsel approved by Area G, and hold harmless its members, officers, agents and employees, from and against any and all liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, including reasonable attorneys fees and costs of suit, brought by or owed to third parties, to the extent caused by Regional Alert and Warning Administrator's negligent or wrongful performance or breach of this Contract.

Area G shall indemnify, defend, and hold harmless Regional Alert and Warning Administrator and its employees, from and against any and all liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, including reasonable attorneys fees and costs of suit, brought by or owed to third parties, to the extent caused by Area G's negligent or wrongful performance or breach of this Contract

9.14 RELEASE. Regional Alert and Warning Administrator agrees to release and

covenants not to sue Area G, its Governing Board and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Contract.

9.15 INSURANCE. Regional Alert and Warning Administrator shall, at its own expense,

procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any extensions thereto. The policies shall state that they afford primary coverage.

9.15.1 Automobile Liability with minimum limits of at least $100,000/300,000/500,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of $1,000,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

9.15.2 General Liability with minimum limits of at least $2,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury Coverage is required. Area G, its directors, officers, employees, agents and volunteers must be endorsed on the policy, by separate and specific endorsements, as additional insureds as respects liability arising out of the Regional Alert and Warning Administrator's performance of this Contract. Regional Alert and Warning Administrator shall also provide Waiver of the right of Subrogation, by separate endorsement, in favor of Area G.

A. If Regional Alert and Warning Administrator employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Regional Alert and Warning Administrator may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

9.15.3 Professional Errors and Omissions coverage in a sum of at least $1,000,000. Applicable aggregates must be identified, and claims history provided to determine amounts remaining under the aggregate.

9.15.4 Regional Alert and Warning Administrator shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

A. Provide copy of permissive self-insurance certificate approved by the State of California; or

B. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

9.15.5 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to Area G.

9.15.6 Insurance shall be placed with insurers with a Best's rating of no less than A:VIII.

9.15.7 Prior to commencement of performance, Contracted Coordinator shall furnish Area G with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by Area G. Area G may require complete, certified copies of any or all policies at any time.

9.15.8 Failure to maintain required insurance at all times

shall constitute a default and material breach. In such event, Regional Alert and Warning Administrator shall immediately notify Area G and cease all performance under this Contract until further directed by Area G. In the absence of satisfactory insurance coverage, Area G may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Regional Alert and Warning Administrator by way of set-off or recoupment from sums due Regional Alert and Warning Administrator, at Area G's option; (b) immediately terminate this Contract; or (c) self insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Regional Alert and Warning Administrator, by way of set-off or recoupment from any sums due Regional Alert and Warning Administrator.

9.16 NOTICES.

Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered, or certified mail, addressed as follows. Notice simply to Area G is not adequate notice.

If to Area G: **Brandy Villanueva, Area G DMAC**
(Name and Title)
3868 Carson Street,
#106
(Street Address)
Torrance, CA 90503
(City, State and zip code)

If to the Regional Alert and Warning Administrator : _____

(Name and Title)
Soraya Sutherlin, Regional Alert and Warning Administrator
(Company Name)
Emergency Management Safety Partners, LLC.
(Street Address)
565 Pier Ave #1030
Hermosa Beach, Ca 90254

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed or sent by overnight delivery, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.17 TERMINATION FOR CONVENIENCE (Without Cause). Area G may terminate this Contract in whole or in part at any time, for any cause or without cause, upon thirty (30) calendar days' written notice to Regional Alert and Warning Administrator. If the Contract is thus terminated by Area G for reasons other than Regional Alert and Warning Administrator's failure to perform its obligations, Area G shall pay Regional Alert and Warning Administrator a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Regional Alert and Warning Administrator's exclusive remedy for termination without cause.

9.18 DEFAULT. In the event either party materially defaults in its

obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by Area G for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by Area G in obtaining substitute performance.

ASSIGNMENT OF ANTITRUST CAUSES OF ACTION.

10.0 ADDITIONAL ASSURANCES.

10.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.

Regional Alert and Warning Administrator agrees to not discriminate during the performance of this Contract against any employee or applicant for employment because of any protected class under the California Fair

Employment and Housing Act (Government Code section 12900 et seq.), and to this end, all subcontracts awarded under this Contract shall contain a like non-discrimination clause.

10.2 MAINTENANCE AND INSPECTION OF RECORDS.

Area G, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Regional Alert and Warning Administrator's records to the extent Area G deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Regional Alert and Warning Administrator is properly entitled under the Contract or for other purposes relating to the Contract. The Regional Alert and Warning Administrator shall maintain and preserve all such records for a period of at least 3 years after termination of the Contract.

The Regional Alert and Warning Administrator shall maintain all such records in the County of Los Angeles. If not, the Regional Alert and Warning Administrator shall, upon request, promptly deliver the records to Area G or reimburse Area G for all reasonable and extra costs incurred in conducting the audit at a location other than the County of Los Angeles, including, but not limited to, such additional (out of the County) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

10.4 CONFLICT. Regional Alert and Warning Administrator hereby represents,

warrants and certifies that no member, officer, or employee of the Regional Alert and Warning Administrator is a director, officer or employee of Area G or its member public entities, or a member of any of its boards, commissions, or committees, except to the extent permitted by law. Regional Alert and Warning Administrator further represents that no Area G employee or official has a material financial interest in the Regional Alert and Warning Administrator's business. During the term of this Contract and/or as a result of being awarded this Contract, the Regional Alert and Warning Administrator shall not offer, encourage or accept any financial interest in the Regional Alert and Warning Administrator's business by any Area G employee or official.

[Signatures to follow directly below]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

DATED:

DISASTER MANAGEMENT AREA G

By: Artie Fields
Artie Fields (Apr 13, 2023 17:06 PDT)

Governing Board Chair

DATED:

[**COMPANY NAME**] Emergency Management Safety Partners, LLC

By: Soraya Sutherlin

Soraya Sutherlin

(Typed name)

Chief Executive Officer

(Title)

17

Exhibit A

Emergency Management Safety Partners, LLC. Scope of Work for Alert SouthBay Program

This document outlines the scope of work to be performed by Emergency Management Safety Partners, LLC. (EMSP) for the Alert SouthBay Program.

Based on three years of data, the hours provided are estimated and may be adjusted to address each functional area. The estimated annually hours of this contract is 460 hours in which these hours will be used to address all services listed below.

EMSP will perform the following services:

Program Administration

A. Software Administration, Maintenance, and Functionality –

EMSP will manage the regional software system used to send emergency alerts out to the 14 South Bay communities. This includes maintaining user roles and access, adding, deleting, or changing user settings and provisions, creating roles and new accounts, changing rules or opt-in categories, creating new keywords for jurisdictional needs, troubleshooting, assisting agencies real-time in alerts and warnings, creating new and maintaining existing incident messaging templates, and maintaining competency in the software system to include any updates to the platform. EMSP will also assist with community comment and feedback related to managing registrant settings for alerts and warnings.

Incident messaging templates will be created and/or maintained for all 14 cities. There will be an incident message template for each of the following hazards - evacuation, shelter-in-place, curfew, lockdown, avoid area, traffic, active shooter, tsunami, earthquake, pandemic, refinery incident, and fire as well as a free form template that will allow for messages to be created for an event not capture in the above list.

EMSP will be responsible for maintaining iPAWS compliance including required training and exercise certificates to ensure regional Wireless Emergency Alert (WEA) capabilities are in a response readiness state to be implemented in an emergency. EMSP will work directly with the City of El Segundo to complete any and all renewal federal licensing requirements ensure availability and accessibility to the FEMA network.

B. Training and Exercising –

EMSP will provide monthly regional trainings to ensure baseline system user competency to effectively utilize the alert and warning system. The training will be made available to all system users. The training categories are as follows:

- Incident Operator Training

- Incident Administration Training
- iPAWS Training: These monthly trainings are in addition to the prerequisites listed below. EMSP will ensure all 14 cities have users who have completed the prerequisites and monthly iPAWS training.
    - FEMA requires the completion of two online training courses as prerequisites for full access to IPAWS-OPEN for the purpose of public alerting by each iPAWS user.

a. IS-247 Integrated Public Alert and Warning System for Alert Originators.
b. IS-251 Integrated Public Alert and Warning System for Alerting Administrators

FEMA requires all licensed entities to conduct a monthly iPAWS drill to maintain competency in the program. EMSP will facilitate a monthly drill with Alert SouthBay member cities.

C. Agency Liaison/Representative –

EMSP will serve as the liaison representing Alert SouthBay with all local, state, and federal, and private non-profit partners to ensure there is coordination and compliance with legislative mandates, laws and regulations, new and/or existing public and private programs, and public outreach. This includes coordinating any requests for information related to the program, developing and coordinating marketing and outreach materials including public service announcements,working directly with agencies such as the Certified Unified Petroleum Agencies (CUPA), refineries, or Local Implementing Agencies (LIA), and agencies assisting in emergency response alerting at the local, county or state level.

The following are examples of meetings related to the Alert SouthBay Program: AB 1646 Steering Committee, Los Angeles County Alert & Warning Committee and Beach Cities CAER meetings.

EMSP will also provide technical assistance when needed to any Alert SouthBay jurisdiction related to message content and alert and warning dissemination. For alerts and warnings that cross jurisdictional boundaries, EMSP will assist in coordination of regional messaging when possible between the jurisdictions that are impacted. This helps ensure one-voice messaging and that messages are clear and do not conflict with each other. This may include sending alerts and warnings for the region.

** EMSP is not a 24/7 watch center. EMSP will provide support outside of the normal business hours of 8:00am and 5:30pm on a case-by-case basis to support a jurisdiction in its alert and warning needs if available.*

D. Managing Contract Services –

EMSP will provide technical assistance to Area G Disaster Management Area on contract costs and services related to the functionality of the program. This will include assisting with the billing calculations for each city based upon local, state, or federal laws and mandates.

EMSP will be granted access to the Alert South Bay platform to ensure that all relevant notifications, system changes and configurations, message templates, and updates are received and implemented as necessary. This also includes making system modifications to

ensure the regional platform communicates with other area partners such as the City of Los Angeles, the County of Los Angeles, and Los Angeles World Airport.

EMSP will coordinate with Area G Disaster Management Area and the 14 jurisdiction to implement software updates, all current and new features per software contract, required continuing education and best practices.

E. Community Outreach, social media, Email and Website Management –

EMSP will maintain and monitor the Alert SouthBay official social media sites which include, Twitter, Facebook, and Instagram and update them to reflect any public safety messaging that occurs at the regional level.

EMSP will operate the Alert SouthBay website www.alertsouthbay.com to provide information related to the program, jurisdictional alerts and warnings, registration, FAQ's, PSAs, regional alerts and warnings, and special events.

EMSP will manage the info@alertsouthbay.com email account which the community utilizes to inquire about registration, the program, changes in notification preferences etc.

EMSP will also provide information and material based upon best practice and expertise on community outreach strategies for effective community engagement which include but are not limited to conducting community surveys and academic research.

EMSP will also oversee the marketing implementation and community outreach for AB 1646 for the City of Carson as will be outlined in the City of Carson memorandum of understanding with Area G Disaster Management Area.

F. Meetings and Events

G. EMSP will coordinate and facilitate at minimum quarterly Alert SouthBay agency meetings with the designated Alert SouthBay jurisdictional alert and warning operators. Additional meetings can be coordinated to address this scope of work. *Regional Standard Operating Procedures (SOP), Documents, MOUs, and Guides*

EMSP will develop, implement, maintain and update the regional SOP for the Alert SouthBay Program. This includes updating information, modifying any current use or practice based on events and/or after-action reports, and/or changes in legislative laws and mandates.

EMSP will develop, maintain, and disseminate any/all quick reference user guides, documents, policies or checklists to enhance Alert SouthBay user capabilities and effectiveness.

H. Special Events and Projects, Disasters

I. EMSP will provide subject matter expertise to support special events, and projectsrelated to alert and warning for the Alert SouthBay jurisdictions. This can include coordination and guidance on communication strategies, community outreach, system integrations, and

alert and warning. Each special project and event will be evaluated to determine the impact to the current contract, project feasibility in conjunction with the platform provider and approval by Area G Disaster Management Area Coordinator.

J. Incident Support Services

EMSP can provide technical assistance to Alert SouthBay participating cities during emergency incidents. The assistance would support the message senders within the local jurisdictions in developing and sending timely critical messages. In addition to jurisdictional assistance, the support services would encompass the development of regional messaging and/or troubleshooting. Based on the incident type and duration, it is estimated that an incident may take 3 hours to draft a messaging, conduct a messaging coordination call with impacted jurisdictional staff, and implement changes as needed. It is estimated that there will be 5 incidents per year requiring regional messaging. Any additional time above 15 hours will be billed separately to the respective impacted jurisdiction at a rate of $247.00 per hour. [10] [BV11] The local jurisdiction could request reimbursement for incident support services as part of a proclaimed local emergency.

** EMSP is not a 24/7 watch center. EMSP will provide support outside of the normal business hours of 8:00am and 5:30pm on a case-by-case basis to support a jurisdiction in its alert and warning needs if available.*

Area G-Alert SouthBay Admistrator Contract_EMSP_FINAL_040123

Final Audit Report 2023-04-14

Created:	2023-04-13
By:	Sidia Landaverde (slandaverde@cityofinglewood.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC9zNhL3ekHeHM9EcdOKukSNwkSJbsjoC

"Area G-Alert SouthBay Admistrator Contract_EMSP_FINAL_040123" History

Document created by Sidia Landaverde (slandaverde@cityofinglewood.org)
2023-04-13 - 6:06:38 PM GMT- IP address: 64.201.109.34

Document emailed to afields@cityofinglewood.org for signature
2023-04-13 - 6:08:02 PM GMT

Email viewed by afields@cityofinglewood.org
2023-04-14 - 0:05:48 AM GMT- IP address: 64.201.109.34

Signer afields@cityofinglewood.org entered name at signing as Artie Fields
2023-04-14 - 0:06:09 AM GMT- IP address: 64.201.109.34

Document e-signed by Artie Fields (afields@cityofinglewood.org)
Signature Date: 2023-04-14 - 0:06:11 AM GMT - Time Source: server- IP address: 64.201.109.34

Agreement completed.
2023-04-14 - 0:06:11 AM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Agenda Item No.: 10.A
Mtg. Date: 04/24/2023

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

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **ZONING CASE NO. 22-81: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW FOR 1) A 912-SQUARE-FOOT SWIMMING POOL/SPA, 2) DETACHED GARAGE, 3) APPURTENANT STRUCTURES, HARDSCAPE, LANDSCAPE, AND 4) NON-EXEMPT GRADING; CONDITIONAL USE PERMITS FOR 1) AN EQUESTRIAN RIDING ARENA, 2) RELOCATION OF AN EXISTING DRIVEWAY APRON, 3) 1,334-SQUARE-FOOT RECONSTRUCTED STABLE ON THE SAME FOOTPRINT; AND VARIANCES FOR 1) STRUCTURES TO ENCROACH INTO THE REQUIRED SETBACKS AND FRONT YARD, AND 2) TO EXCEED THE 20% FRONT YARD COVERAGE FOR THE DRIVEWAY, IN ZONING CASE NO. 22-81 LOCATED AT 9 PORTUGUESE BEND ROAD, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 74-RH) (WILLIS)**

DATE: **April 24, 2023**

BACKGROUND:
On February 21, 2023, the Planning Commission conducted a field trip at 9 Portuguese Bend Road. The Planning Commissioners, staff, and attendees viewed the silhouettes of the proposed project to relocate a driveway and construct a 912-square-foot (SF) swimming pool/spa (existing pool/spa to be demolished), 714 SF detached garage, chicken coop, 820 SF ADU, 3,650 SF equestrian riding arena, and 512 SF residential additions. The proposed project was presented later that evening at 6:30 p.m. via Zoom teleconference where the Planning Commissioners voted to continue the item to provide more time for the applicants to revise the project and for staff to prepare a resolution of approval for the Planning Commission to consider. Subsequently, the applicant revised the project as follows:

1. The chicken coop was removed from the plans.
2. The driveway width was reduced from 26 feet to 24 feet.
3. The riding ring was moved 2 feet off of the fence line to allow for future screening.
4. The stable was redesigned to comply with HOA requirements: 9-foot plate height at the lower level, 7-foot plate height at the loft, and operable shutters at the windows. The

proposed stable is 1,334 square feet with a second story 765 SF loft. The total proposed stable is 2,099 SF. The loft will be used for general storage instead of hay storage.

5. Parking for the ADU was removed and replaced with a storage bin in the same location.

The overall Project includes items subject to Administrative Review: interior and exterior remodel, 521 SF of additions to the main residence, a new 820 SF accessory dwelling unit (ADU), reconfiguration of hardscape and landscape, maximum 3-foot-high walls, and removal of existing walkways and sheds. There are other items that are part of the Administrative Review that include new fountains, water features, new patio, new fire pit, new trash bin enclosure, and a reconfigured pool deck, but these items are also subject to Discretionary Approval due to their locations in the setbacks.

On March 21, 2023, the Planning Commission meeting considered the revisions and voted 4-0 (Commissioner Cardenas abstained due to proximity) to approve Zoning Case No. 22-81 and adopt Resolution No. 2023-02 approving the project.

Zoning, Location, and Lot Description

The property is zoned RAS-1 and has a net lot area of 1.07 acre (46,610 SF). It is located on a corner lot at the intersection of Portuguese Bend Road and Lower Blackwater Canyon. The property includes a 50-foot wide roadway easement along Portuguese Bend Road and a 30-foot wide roadway easement along Lower Blackwater Canyon Road. The lot is relatively flat and has one building pad. The lot is developed with a 3,809 SF main residence, 544 SF detached garage, 1,589 SF legal non-conforming guesthouse with attached trellis, 1,334 SF stable, 690 SF pool/spa, 30 SF pool equipment, 114 SF water feature, 140 SF storage sheds, and 200 SF service yard. The existing hardscape includes a 1,540 SF parking pad that is accessible from two main driveways connecting to Portuguese Bend Road and Lower Blackwater Canyon Road. There is a third driveway located on Lower Blackwater Canyon Road that provides access to the stable.

Previous Approvals

On November 10, 2022, the Traffic Commission approved the relocation of the existing driveway apron located at the corner of Lower Blackwater Canyon Road and Portuguese Bend Road. The existing driveway apron will be shifted 10 feet north of the existing location.

On July 17, 2012, the Planning Commission adopted Resolution No. 2012-14 approving a Variance in Zoning Case No. 819 to permit construction of an addition to encroach into the rear yard setback and to retain a shed in the rear yard setback. According to the Los Angeles County Assessors Office, the main house was built in 1936. However, there are several building permits that date from 1957 to present for improvements, additions, and construction.

DISCUSSION:

Applicant Requests

Site Plan Review for Swimming Pool/Spa 800 SF or Greater

The Applicants propose to demolish the existing 544 SF swimming pool and rebuild a new 912 SF pool and spa north of the existing pool, with the spa shifted east of the existing pool footprint. Rolling Hills Municipal Code requires a Site Plan Review for the construction of a swimming pool and spa 800 SF or greater. The existing 3,190 SF pool deck will be decreased

by 900 square feet; the new pool deck will be 2,290 SF.

Site Plan Review for Detached Garage

The project proposes to demolish the existing 544 SF detached garage. The existing detached garage encroaches onto the west property line and encroaches 10 feet into the existing west Rolling Hills Community Association (RHCA) easement. The Applicants are requesting a Site Plan Review for the relocation and reconstruction of a new 712 SF detached garage. The new garage will be reconstructed 10 feet away from the west property line and west RHCA easement. The orientation of the new garage has been designed with the newly reconfigured driveway to improve the traffic circulation on the property. The new detached garage is accessible from the driveways located on Portuguese Bend Road and Lower Blackwater Canyon Road. The proposed new garage will encroach 10 feet into the 50 foot front setback, the Applicant's are requesting a Variance to encroach in the front setback.

Site Plan Review for Non-Exempt Grading for Riding Arena

The Applicants are requesting a Site Plan Review for the grading of a new 3,650 SF equestrian riding arena (93 feet long by 36 feet wide). The proposed location of the riding arena is along the eastern property line and will encroach 20 feet into the required 20-foot side yard setback. The Applicants are requesting a Variance to encroach into the side yard setback. RHMC Section 17.46.010.A.1. requires a Site Plan Review for non-exempt grading. The Applicants are proposing a total of 265 cubic yards (CY) of cut. The 177 CY of cut for the swimming pool is exempt from grading calculation if exported. The project includes 88 CY of cut at 1.4-foot depth in the northern portion of the arena. The 88 CY (non-exempt) of cut and 177 CY (exempt) for the swimming pool will be used to fill the southern portion of the arena. Although, 177 CY of cut from the pool is exempt for export, the Applicants are proposing to use the cut from the pool to fill the arena, which requires a Site Plan Review. The fill is included in the grading calculations.

OVERALL SITE GRADING	
Cut: Swimming Pool/Spa	-177 CY
Cut: North Arena	-88 CY
Fill: South Arena	+265 CY
Total Grading	**530 CY**

Conditional Use Permit for Equestrian Riding Arena

The Applicants are requesting a Conditional Use Permit for a new 3,650 equestrian riding ring. The new riding ring arena is proposed to be located on the property so that it will not be in close proximity to the existing residence or other residences in the area.

Conditional Use Permit for Stable to Exceed Maximum 200 Square Feet

The Applicants are proposing to demolish an existing 1,334 SF stable and reconstruct a new 2,099 SF stable on the same footprint. The reconstructed stable encroaches 20 feet into the required 20-foot side yard setback. The Project proposes a second story 765 SF storage loft area. The maximum stable height is 21 feet 5 inches in height. The maximum height of the second story loft will not exceed 7 FT in height.

Conditional Use Permit for the Relocation of an Existing Driveway Apron

There are a total of three existing driveway aprons on the property. The main driveway (1st driveway) is located ten feet from the property line and fronts onto Portuguese Bend Road. The second driveway apron (2nd driveway) is located at the corner intersection of Portuguese Bend Road and Lower Upper Blackwater Canyon Road. The third driveway apron (3rd driveway) fronts onto Lower Blackwater Canyon Road and is used for stable access.

The Applicants are requesting a Conditional Use Permit for the relocation of the 2nd driveway apron. The relocation of the proposed driveway is a safer location for the Applicants because it is shifted farther from the intersection. The relocation of the 2nd driveway was approved by the Traffic Commission on November 10, 2022.

Variances

Variance for Structures to Encroach into the Required Setbacks and Front Yard

The Applicants are requesting several Variances for the proposed structures to encroach into the required setbacks. Variances are needed for the new patio, new fire pit, new water fountain, portion of the reconstructed stable, new bin enclosure, portion of the arena, and portion of the reconfigured new driveway to encroach into the required setbacks. The table below summarizes the non-compliance with the development standards of the RHMC.

Description	**RAS-1 Setbacks** **RMHC Section 17.16.110 – 17.16.130**	**Proposed**
New fire pit in northwest corner	Rear yard setback: 50' Side yard setback: 20'	Encroaches 15' into west side setback and 29' into rear setback
New patio in northwest corner	Rear yard setback: 50' Side yard setback: 20'	Encroaches 12' into west side setback and 27' into rear setback
120 SF addition in northwest portion of residence	Rear yard setback: 50'	Encroaches 21' into rear setback
New 28 SF water fountain in northwest portion of lot	Rear setback: 20'	Encroaches 8' into rear setback
230 SF addition in northeast portion of residence	Rear setback: 20'	Encroaches 37' into rear setback
Relocated 768 SF swimming pool	Rear yard setback: 50'	Encroaches 7' into rear setback
Reconstructed 2,099 SF stable on same footprint	Rear yard setback: 50' Side yard setback: 20'	Encroaches 40' into rear setback and 20' into east side setback
Relocated 200 SF trash enclosure in northeast corner	Side setback 20 feet	Encroaches 16' into east side setback
New 3,650 SF equestrian riding arena	Side setback 20 feet	Encroaches 18' into the east side setback

Relocated 24' wide driveway	20% front setback area maximum	Total 58.9% (exceeds by 38.9%)
Relocated 714 SF garage	Front setback 50 feet, side setback 20 feet	Encroaches 10' into front setback and 10' into west side setback

Variance for Proposed Driveway to Exceed 20% Front Yard Setback and Area

The new driveway will cover 58.9% of the front setback area and a Variance is required to exceed the required 20% maximum. The proposed driveway will be located along the southeastern portion of the property. The new driveway will be 24 feet wide and over 200 feet long. It will be located along the fence that fronts Portuguese Bend Road. The new driveway will be shifted two feet away from the existing wall. The Project also includes a motor court located north of the new garage. There will be an ADU parking space next to the new garage. The existing landscape along the southeastern portion will be removed and replaced with the new driveway.

MUNICIPAL CODE COMPLIANCE

Lot Coverage

The existing structural lot coverage is 8,430 SF or 18.1% with deductions, and the project proposes to increase by adding 948 SF or 2.0%, and the total proposed structural lot coverage is 9,398 SF or 20.1% with deductions. This complies with the 20% maximum allowable structural lot.

The existing flatwork coverage is 16,960 SF or 36.4% this exceeds the maximum allowable 20%. The Applicants are proposing to deduct at total of 5,212 SF or 11.2% of the existing flatwork. There will be 2,125 SF deducted from the existing walkways, 1,010 SF deducted from the existing patios, 2,750 SF deducted from the existing stable area, and 900 SF deducted from the existing pool deck. The project proposes to add 375 SF to the primary driveway and add 1,196 SF to the new parking pad. The total proposed flatwork for the project is 11,745 SF or 25.2%, and this exceeds the maximum allowable by 5.2%, but the project proposes to decrease the existing flatwork coverage from 16,960 SF or 36.4% to 11,745 SF or 25.2%.

The proposed total flatwork coverage is including structures and flatwork will be 17,373 SF or 37.3% of the lot area, which is more than the lot coverage limitation of 35% maximum. The total existing structural and flatwork is 22,510 SF or 48.3% (with deductions). However, the project will decrease the total structural and flatwork by 5,137 SF or 11% (with deductions).

The existing combined structural and flatwork lot coverage is 25,410 SF or 54.5%, and the project proposes a deduction of 4,071 SF or 8.6%. The total proposed structural and flatwork lot coverage is 21,339 SF or 45.8% with deductions. The overall flatwork and structural lot coverage of the proposed project decreases by 8.6%. Although the existing structural and flatwork exceeds the maximum allowable 35%, the Project actually lowers the existing flatwork by 11.2%. The proposed total structural and flatwork is 21,339 SF (45.8%).

Area of Disturbance

The existing project site is 100% disturbed.

Access to Stable

The northwestern portion of the lot has been developed for equestrian uses. There is an existing 896 SF paddock, 1,334 SF stable, and a driveway that is accessible from Lower Black Water Canyon Road. The project will reconfigure the existing driveway access by removing the existing pavers and replacing with gravel. Access will be provided to the new riding arena. The existing 1,334 SF stable will be demolished and reconstructed with a new 2,099 SF stable on the existing footprint.

Hardscape

The configuration of the existing hardscape has been redesigned to improve the circulation and onsite parking. The 24-foot-wide driveway design will accommodate on-site guest parking. The existing hardscape is 16,960 SF or 36.4%, and the project proposes to deduct 5,212 SF or 11.2%. Although the currently the existing hardscape exceeds the 20% maximum allowable by 16.4%, the project proposes to decrease the hardscape to 11,745 SF or 25.2%. The existing arterial walkways and driveways will be removed, and replaced with new hardscape/landscaping, the Project also proposes a new equestrian riding arena along the east portion of the subject property. The existing driveway stable area is a total of 3,800 SF, and the hardscape will be decreased by 2,750 SF. The Project proposes a new stable driveway 1,050 SF area that will be repaved with gravel.

Landscape

There is existing landscaping throughout the property, including along the roadways which helps screen the residence for privacy. The Conceptual Landscape Plan has been reviewed by the City's landscape consultant. There is existing landscaping throughout the property, including along the roadways which helps screen the residence for privacy. The existing landscape along the fence and existing driveway will be removed. The project proposes a 2-foot-wide space along the new driveway and existing wall that will be replanted with Slavia Allen Chickering (5 gallon). The Conceptual Landscape Plan has been reviewed by the City's landscape consultant. The Project proposes a total of 14,512 SF of new grass, 2,348 SF of new planters with mulch, and 3,440 SF of arena mulch.

Walls

The maximum height of all proposed walls will not exceed 3 feet.

Public Participation

Staff has not received any emails or phone calls regarding this project.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
Attachment 1_Development_Table__ZC22-81_.pdf
Attachment 2_Vicinity_Map_ZC22-81.pdf
Attachment 3_Development_Summary__ZC22-81_.CC.pdf
Attachment 4. Resolution No. 2023-02
Attachment 5. Traffic Commission Staff Report November 10, 2022
Attachment 6. Traffic Engineer Memo
Attachment 7. Photos
Attachment 8. Architectural Plans
Attachment 9. Conceptual Landscape Plan

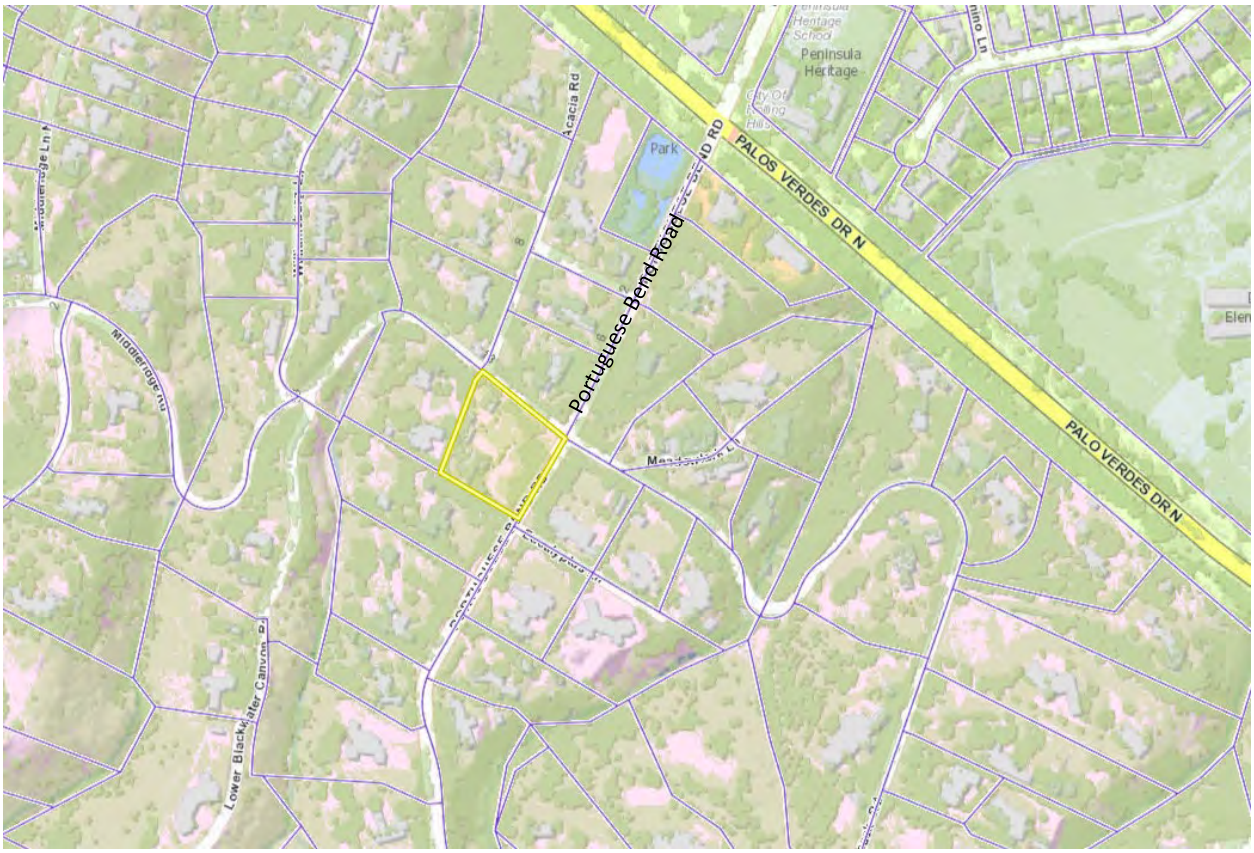
Development Table Zoning Case No. 22-81 9 Portuguese Bend Road			
Site Plan Review, Conditional Use Permit and Variance	**EXISTING**	**PROPOSED**	**TOTAL**
RA-S- 1 Zone	SINGLE FAMILY RESIDENCE, DETACHED GARAGE GUEST HOUSE, STABLE, POOL/SPA, WATER FEATURE, COVERED PORCHES, TRELLISES, & SERVICE YARD	521 ADDITION TO MAIN HOUSE, NEW DETACHED GARAGE, RECONTRUCT EXISTING STABLE ON SAME FOOTPRINT, NEW POOL/SPA, NEW ATTACHED COVERED PORCHES, NEW RIDING RING, NEW DRIVWAY, RELOCATED DRIVEWAY APRON,	
Gross Lot Area	55,610 SF		55,610 SF
Net Lot Area	46,610 SF		46,610 SF
Residence	3,809 SF	521 SF	4,330 SF
Garage	544 SF	170 SF	714 SF
Swimming Pools/Spa	690 SF	222 SF	912 SF
Pool Equipment	30 SF	0 SF	30 SF
Guest House	1,589 SF	0 SF	1,589 SF
ADU	0 SF	820 SF	820 SF
Stable minimum: 450 SF Corral minimum: 550 SF	1,334 SF 896 SF	765 SF	2,099 SF 869 SF
New Planter Box	0 SF	0 SF	0 SF
Recreation Court	0 SF	0 SF	0 SF
Attached Covered Porches	0 SF	677 SF	677 SF
Detached Sheds	140 SF	-140 SF	0 SF
Attached Trellis @ Guest House	320 SF	0 SF	320 SF
Water features	114 SF	-22 SF	92 SF
Service Yard	200 SF	0 SF	200 SF
Equestrian Riding Ring	0 SF	3,650 SF	3,650 SF
Primary Driveway	3,720 SF	374 SF	4,094 SF
Paved walkways	2,850 SF	-2,125 SF	725 SF
Patios	1,860 SF	-1,010 SF	850 SF
Stable Area	3,800 SF	-2,750 SF	1,050 SF
Pool Deck	3,190 SF	-900 SF	2,290 SF
Parking Pads	1,540 SF	1,196 SF	2,736 SF
Grading (balanced onsite)	--	530 CY total 265 CY cut 265 CY fill	530 CY Total
Structural Lot Coverage (15% maximum & with deductions)	8,430 SF (18.1%)	948 SF (2.0%)	9,398 SF (20.1%)
Flatwork Lot Coverage (20% maximums & with deductions)	16,960 SF (36.4 %)	-5,212 SF (-11.2 %)	11,745 SF (25.2%)
Total Lot Coverage (Structures and Flatwork) (35% maximum & with deductions)	25,410 SF (54.5%)	-4,071 SF (-8.6%)	21,339 SF (45.8%)

Total Disturbed Area (40% maximum)	**55,610 SF (100%)**	**0 SF (0%)**	**55,610 (100%)**

Vicinty Map

9 Portuguese Bend Road

Zoning Case No. 22-81



Project Site

City Council Meeting April 24, 2023

9 Portuguese Bend Road (Zoning Case No. 22-81)

PROPOSED PROJECT SUMMARY TABLE

ITEM #	PROPOSED	DESCRIPTION	TYPE OF APPLICATION	REQURIES ADMINSTRATIVE APPROVAL (STAFF APPROVAL)	REQUIRES DISCRETIONARY APPROVAL (PLANNING COMMISSION APPROVAL)
1)	Accessory Dwelling Unit (ADU)	820 SF ADU	AA	Yes	No
2)	Interior & Exterior Remodel	Remodel of the exterior and interior of residence.	AA	Yes	No
3)	Demolition of an existing 512 SF swimming pool spa with a relocated new 912 SF Swimming Pool Spa	Site Plan Review is required for swimming pool 800 SF or greater.	SPR	No	Yes
4)	Removal and reconfiguration of walkways and hardscape	Removal of -5,212 SF	AA	Yes	No
5)	120 SF addition	The proposed addition is located at the north of the house. The addition encroaches into the rear yard setback. Variance required.	VAR	No	Yes
6)	230 SF addition	The proposed addition is	VAR	No	Yes

ITEM #	PROPOSED	DESCRIPTION	TYPE OF APPLICATION	REQURIES ADMINSTRATIVE APPROVAL (STAFF APPROVAL)	REQUIRES DISCRETIONARY APPROVAL (PLANNING COMMISSION APPROVAL)
		located at the east side of house. It encroaches into the rear setback.			
7)	208 SF addition	The proposed addition is located at east side of the house.	AA	Yes	No
8)	53 SF addition	The proposed addition located at the south side of house at the front door.	AA	Yes	No
9)	New Patio	The new patio encroaches into the rear and west side setback. Variance required.	VAR	No	Yes
10)	New BBQ	The new patio encroaches into the rear and west side setback. Variance required.	VAR	No	Yes
11)	Demolish an existing 544 existing detached garage. Relocate and reconstruct new 712 SF detached garage	Encroaches into the front and west side setback. Requests for Variance to encroach into setbacks. Request for CUP for detached structure	SPR & VAR	No	Yes
12)	Demolish existing 1,334 square foot stable and reconstruct new stable on same footprint with 765 SF storage loft on same footprint. The new reconstructed stable is	Encroaches into rear and east side setbacks. Variances are required to encroach into rear and east side setback. A CUP is required to exceed the 200 SF maximum allowable	VAR & CUP	No	Yes

ITEM #	PROPOSED	DESCRIPTION	TYPE OF APPLICATION	REQURIES ADMINSTRATIVE APPROVAL (STAFF APPROVAL)	REQUIRES DISCRETIONARY APPROVAL (PLANNING COMMISSION APPROVAL)
	2,099 SF	stable size			
13)	New 3650 SF Equestrian Arena	Variances are required to encroach into the east side setback. A SPR grading permit is required for grading.	VAR & CUP	No	Yes
14)	Reconfigured and relocated new driveway	The new (24 FT wide by 211 FT long) driveway requires a variance to encroach into the front yard. A variance to exceed the 20% maximum front yard area total proposed is 35.3%	VAR	No	Yes
15)	New garden wall at main entry walkway	The new garden wall is less than 3 feet high	AA	Yes	No
16)	New garden wall located west of the arena	The new garden wall is less than 3 feet high	AA	Yes	No
17)	New terrace	The new terrace is located at the south of the ADU	AA	Yes	No
18)	New pool equipment	New 30 SF pool equipment located on the southeast of ADU	AA	Yes	No
19)	Relocation of existing 2nd Driveway	The existing driveway at the intersection will be shifted north of exiting location. The relocation was approved by the Traffic Commission. A	CUP	No	Yes

ITEM #	PROPOSED	DESCRIPTION	TYPE OF APPLICATION	REQURIES ADMINSTRATIVE APPROVAL (STAFF APPROVAL)	REQUIRES DISCRETIONARY APPROVAL (PLANNING COMMISSION APPROVAL)
		CUP is required for more than one driveway.			

Variance	VAR
Site Plan Review	SPR
Conditional Use Permit	CUP
Administrative Review	AA

RESOLUTION NO. 2023-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 22-81 FOR A SITE PLAN REVIEW FOR 1) A 912-SQUARE-FOOT SWIMMING POOL/SPA, DETACHED GARAGE, 2) APPURTENANT STRUCTURES, HARDSCAPE, LANDSCAPE, AND 3) NON-EXEMPT GRADING; CONDITIONAL USE PERMITS FOR 1) AN EQUESTRIAN RIDING ARENA, 2) RELOCATION OF AN EXISTING DRIVEWAY APRON, 3) 1,334-SQUARE-FOOT RECONSTRUCTED STABLE ON THE SAME FOOTPRINT; AND VARIANCES FOR 1) STRUCTURES TO ENCROACH INTO THE REQUIRED SETBACKS AND FRONT YARD AND 3) TO EXCEED THE 20% FRONT YARD COVERAGE FOR THE DRIVEWAY, IN ZONING CASE NO. 22-81 LOCATED AT 9 PORTUGUESE BEND ROAD, (LOT 74-RH) (WILLIS)

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

Section 1. On September 14, 2022, an application was duly filed by Gregory and Melissa Willis by their agent with respect to real property located at 9 Portuguese Bend Road, Rolling Hills (Lot 74-RH) requesting a Site Plan Review for a swimming pool/spa and non-exempt grading for a new equestrian arena, 530 cubic yards of grading, hardscape, landscape, and other improvements. Conditional Use Permits are requested for the reconstruction and use of a stable greater than 200 square feet, relocation of an existing driveway apron (that has already been approved by the Traffic Commission, and detached garage. Variances are requested for structures to encroach into the required setbacks and front yard, and reconfigured driveway to exceed the 20% maximum front yard setback area.

Section 2. The property is zoned RAS-1 and has a net lot area of 1.07 acre (46,610 square feet). It is on a corner lot located at the intersection of Portuguese Bend Road and Lower Blackwater Canyon. The property includes a 50-foot-wide roadway easement along Portuguese Bend Road and a 30-foot-wide roadway easement along Lower Blackwater Canyon Road. The lot is relatively flat and has one building pad. The lot is developed with a 3,809-square-foot main residence, 544-square-foot detached garage, 1,589-square-foot legal non-conforming guesthouse with attached trellis, 1,334-square-foot stable, 690-square-foot pool/spa, 30-square-foot pool equipment, 114-square-foot water feature, 140-square-foot storage sheds, and 200-square-foot service yard. The existing hardscape includes a 1,540-square-foot parking pad that is accessible from two main driveways connecting to Portuguese Bend Road and Lower Blackwater Canyon Road. There is a third driveway on Lower Blackwater Canyon Road that provides access to the stable.

The overall Project includes items subject to Administrative Review: interior and exterior remodel, 521 square feet of additions to the main residence, a new 820-square-foot accessory dwelling unit (ADU), reconfiguration of hardscape and landscape, and removal of existing walkways and sheds. There are other items that are part of the Administrative Review that include new fountains, water features, maximum three-foot-high walls, patio, fire pit, and a

reconfigured pool deck, but these items are also subject to Discretionary Approval due to their locations in the setbacks.

Section 3. On July 17, 2012, the Planning Commission adopted Resolution No. 2012-14 approving a Variance in Zoning Case No. 819 to permit construction of an addition to encroach into the rear yard setback and to retain a shed in the rear yard setback.

According to the Los Angeles County Assessors Office, the main house was built in 1936. However, there are several building permits that date from 1957 to present for improvements, additions, and construction.

Section 4. The Planning Commission conducted duly noticed public hearings to consider the application at its field trip meeting and regular meeting on February 21, 2023. Neighbors within a 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on February 11, 2023. The applicants and their agent were notified of the public hearings in writing by first class mail and the agent was in attendance at the hearings. Evidence was heard and presented from all persons interested in affecting said proposal. The project was continued to the March 21, 2023 evening Planning Commission meeting.

Section 5. The Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes a detached garage, reconstruction of a stable and loft on the existing footprint, a new pool/spa to replace the existing pool/spa, a new equestrian riding arena, and a reconfigured driveway and apron. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site has already been graded and existing structures are on site.

Section 6. Site Plan Review Findings. A Site Plan Review is required for grading pursuant to RHMC Section 17.46.020.A.2.a requires a Site Plan Review for the construction of a swimming pool and spa 800 square feet or greater. The Applicants are requesting a Site Plan Review for a 912 square foot swimming pool and spa. RHMC Section 17.46.020.A requires a Site Plan Review for non-exempt grading and the construction of new buildings or structures. With respect to the Site Plan Review for the proposed development, the Planning Commission hereby makes the following findings:

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

The Project, is consistent with the purposes and objectives of the General Plan because the it is consistent with similar amenities in the community. The Applicants are proposing to demolish the existing 544-square-foot swimming pool and build a new 912-square-foot pool and spa north of the existing pool footprint, and the spa shifted east of the existing pool footprint.

Here, the Project is consistent with Land Use Element (LUE) Policy 2.4 as the proposed location of the pool is on an area that has already been developed for recreational use, so that the improvements will not impact the view or privacy of surrounding neighbors. The Project is consistent with LUE Policy 1.1 as it will not change the lot size, and consistent with LUE Goal 2, which aims to accommodate development that is compatible with and complements existing land uses. Here, the Project is compatible with existing land uses as other properties in the same zone have a swimming pool and spa. Lastly, by constructing the new swimming pool, spa, and riding ring arena, the Project is consistent with Open Space and Conservation Element Goal 2, which aims for expanded opportunities for outdoor recreation.

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

The buildable area on the lot is restricted due the topography and the configuration of the lot. The proposed development has been considered, and the proposed development will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures. The proposed development will be on an existing building pad which will be least intrusive to surrounding properties. Further, the Project is of sufficient distance from nearby residences so views and privacy of surrounding neighbors will not be impacted. The Project will incorporate landscaping which will screen development. The lot is 1.07 acres and 100% disturbed, but the Project includes a reconstructed stable and riding ring arena which furthers the City's goal to remain an equestrian community.

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

The proposed development, as conditioned, is harmonious in scale and mass with the site, and is consistent with the scale of the neighborhood when compared to residences in the vicinity of said lot. The development plan takes into consideration the visibility of the Project from Portuguese Bend Road and Lower Blackwater Canyon Road as landscaping is provided to screen development from neighboring properties. The site is already 100% disturbed and the Project will be harmonious with the natural terrain and surrounding residences.

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

The site is already developed with a single-family residence, guesthouse, swimming pool/spa, stable, driveways, and improvements. The Applicants are proposing to relocate

The property is zoned RAS-1 and has a net lot area of 1.07 acre (46,610 square feet). It is on a corner lot located at the intersection of Portuguese Bend Road and Lower Blackwater Canyon. The property includes a 50-foot-wide roadway easement along Portuguese Bend Road and a 30-foot-wide roadway easement along Lower Blackwater Canyon Road. The lot is relatively flat and has one building pad. The lot is developed with a 3,809-square-foot main

residence, 544-square-foot detached garage, 1,589-square-foot legal non-conforming guesthouse with attached trellis, 1,334-square-foot stable, 690-square-foot pool/spa, 30-square-foot pool equipment, 114-square-foot water feature, 140-square-foot storage sheds, and 200-square-foot service yard. The existing hardscape includes a 1,540-square-foot parking pad that is accessible from two main driveways connecting to Portuguese Bend Road and Lower Blackwater Canyon Road. There is a third driveway on Lower Blackwater Canyon Road that provides access to the stable.
a pool and spa and rebuild the stable in the same location. The location of structures minimizes lot disturbance by using an existing pad that has already been graded. Native vegetation and mature trees will be preserved to the extent feasible.

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

Grading for the new equestrian riding ring arena is proposed at the northeastern portion of the parcel along the fence. The grading for the arena will be minimal as the property has been completely disturbed. Grading will be balanced onsite and will follow the natural contours of the existing site to the extent feasible.

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

The property is relatively flat and existing drainage will remain as there will be minimal grading. Drainage will continue to flow in the existing drainage course.

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

A conceptual landscape plan has been prepared and has been reviewed by the City's landscape consultant. Landscaping will meet the requirements of the water efficient landscape ordinance and incorporate low impact development practices. Surrounding native vegetation and mature trees will not be affected and new landscaping will be considerate of the environment and will enhance the rural character of the community.

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

The main driveway will be relocated away from the intersection of Portuguese Bend Road and Lower Blackwater Canyon Road making it a safer scenario. The relocated driveway apron has been reviewed by the City Traffic Engineer and approved by the Traffic Commission. Walkways and driveways on the property will be redesigned to provide for the convenience and safety of pedestrians and vehicles. The driveway for the stable and corral will be redesigned to eliminate pavers and provide for a more permeable surface, which complies with stormwater requirements.

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

The Project is exempt from the CEQA Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes construction of several accessory structures and associated minimal grading that will be balanced on site. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site has already been graded and existing structures are on site.

Section 7. Conditional Use Permits. Section 17.16.040(A)(5) of the Rolling Hills Municipal Code (RHMC) permits approval of an equestrian riding arena, relocation of an existing driveway apron, and reconstruction of a stable on the same footprint subject to the conditions in Section 17.16.210(A). With respect to the Conditional Use Permits, the Planning Commission finds as follows:

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

The granting of Conditional Use Permits for the Project is consistent with the purposes and objectives of the Zoning Ordinance and General Plan because the use is consistent with similar uses in the community, and meets all the applicable code development standards for such use. The property is adequately sized to accommodate such use. The proposed use is appropriately located in that it will be sufficiently separated from nearby structures used for habitation or containing sleeping quarters. Development would be constructed in furtherance of the General Plan goal of promoting and encouraging equestrian uses. The new riding ring arena is proposed to be located on the property so that it will not be in close proximity to the existing residence or other residences in the area. All other proposed appurtenant structures are common amenities in Rolling Hills.

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

The nature, condition, and development of adjacent structures have been considered, and the project will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures because the proposed uses are of sufficient distance from nearby residences so as to not impact the view or privacy of surrounding properties. Development will be constructed on portions of the Property that are already graded and developed. Development will be screened and will not impact the view or privacy of surrounding neighbors. Development will permit neighbors to enjoy their property without deleterious infringement on neighboring property rights. There is a path designated for pedestrian and equestrian use that runs from the stable and proposed riding ring arena to the residence and to Lower Blackwater Canyon Road.

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

The project is harmonious in scale and mass with the site, the natural terrain, and surrounding residences because the proposed uses comply with the low profile residential development pattern of the community and areas will remain open and unobstructed. The lot is sufficient to accommodate the proposed development.

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

The proposed conditional uses comply with all applicable development standards of the zone district, including the specified conditions for a stable and riding ring arena identified in Section 17.16.210(A) of the Zoning Ordinance.

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

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

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

The proposed development meets the spirit and intent of this title in that it is a residential amenity enjoyed by other properties in the City. The use is consistent with the residential character of the City.

Section 8. Variance Findings. Section 17.38.050 sets forth the required findings for granting a variances for 1) structures to encroach into the required setbacks and front yard; 2) for the relocated driveway to exceed the 20% allowable in the front setback and front yard. With respect to these requests for a Variances, the Planning Commission finds as follows:

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

There are extraordinary circumstances applicable to this property. Unlike most properties in the RAS-1 Zone, the lot consists of an unusual lot configuration that is already developed, 100% disturbed, a total three driveways, and existing structures encroach into the required setbacks. The configuration of the existing lot creates hardship because the buildable area of the lot is limited.

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

Granting the requested variances to allow the structures to encroach into the required setbacks, easements, and front yard will facilitate construction of appurtenant structures on the property. The proposed stable and horse arena will be located on an existing pad area that has been designated for equestrian use. The encroachment of the structures in the setbacks and front yard will result in a minor increase and having a stable and corral is a property right enjoyed by other properties in the vicinity. Due to the site restrictions, there is no room for the new driveway and driveway apron to be moved out of the front setbacks. Therefore, the front yard coverage of 61.9% becomes necessary. The City requires a 20 foot driveway, but the project proposes a 26 foot wide and over 200 feet long driveway that provides access to the proposed new garage.

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

Granting variances for the structures to encroach into the required setbacks and front yard will not be detrimental to the public welfare and will not be injurious to properties in the vicinity; a stable and riding arena along with other residential appurtenant structures are allowed in the Rolling Hills community. Further, the project will be consistent with other development in the area.

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

The granting of the variances will allow for development that is harmonious in scale and mass with the site, the natural terrain, and surrounding residences and will not give the property an over-built look.

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

The variance does not grant special privileges for the Applicants, the proposed driveway relocation makes the site more accessible, and results in a common amenity enjoyed by many properties throughout the City and a more accessible lot. The project, together with the variance, will be compatible with the objectives, policies, general land uses, and programs specified in the General Plan.

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

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

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

Approvals granting the variances to allow the structures to encroach into the required setbacks and front yard area will be consistent with the General Plan of the City of Rolling Hills, which allows and encourages residential and equestrian uses.

Section 9. Based upon the foregoing findings, and the evidence in the record, the Planning Commission hereby approves Zoning Case No. 22-81 subject to the following conditions:

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

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

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

D. The lot shall be developed and maintained in substantial conformance with the site plan on file at City Hall and approved by the Planning Commission on February 21, 2023 except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review shall conform to the approved development plan.

All conditions of the Site Plan Review, Conditional Use Permit, and Variance approvals shall be incorporated into the building permit working drawings, and where applicable complied with prior to issuance of a grading or building permit from the building department.

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

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

E. Prior to submittal of final working drawings to Building and Safety Department for issuance of building and grading permits, the plans for the project shall be submitted to City staff for verification that the final plans are in compliance with the plans approved by the Planning Commission.

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

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

G. Structural lot coverage of the lot shall not exceed 10,394 square feet or 22.3% of the net lot area, in non-conformance with lot coverage limitations by .2.3% (20% maximum). The existing flatwork coverage is 25,730 square feet, and the Project proposes a decrease of -5,215 square feet (-11.2%). The total lot coverage proposed, including structures and flatwork, shall not exceed 22,139 square feet or 45.8% of the net lot area in non-conformance with lot coverage limitations by 10.5% (35% maximum). The existing total structural and flatwork coverage is 25,730 square feet (55.2%). The Project proposes to decrease the existing structural and flatwork coverage by a total of -3,591 square feet (7.7%). Although the existing structural and flatwork exceeds the maximum allowable 35%, the Project actually lowers the existing flatwork by 11.2%. The proposed total structural and flatwork is 22,139 square feet (47.5%).

H. The entire lot is 100% disturbed. Grading for this project shall not exceed 265 cubic yards of cut and 265 cubic yards of fill for a total of 530 cubic yards balanced on site.

I. The residential building pad is proposed at 100% or 46,610 square feet.

J. A driveway access shall be provided per the Fire Department requirements and the apron of the driveway shall be roughened and the first 20 feet of the driveway shall not exceed 7% in slope.

K. Access to the stable and to the corral shall be decomposed granite or 100% pervious roughened material; it shall not be wider than 12 feet.

L. The stable and riding ring arena shall at all times comply with the conditions set forth in Section 17.16.210(A) and 17.18.060(A) of the RHMC. The detached garage shall not have a kitchen or kitchenette and no sleeping quarters or renting of the structure shall be permitted.

M. A minimum of five-foot level path and/or walkway, which does not have to be paved, shall be provided around the entire perimeter of all of the proposed structures, including the detached garage and stable, or as otherwise required by the Fire Department.

N. The applicant shall comply with all requirements of the Low Impact Development requirements for storm water management on site (RHMC Chapter 8.32).

O. Hydrology, soils, geology and other reports, as required by the Building and Public Works Departments, and as may be required by the Building Official, shall be prepared.

P. Prior to issuance of a final construction approval of the project, all graded slopes shall be landscaped. Prior to issuance of building permit, the landscaping plan shall meet the requirements of the City, shall be submitted to the City in conformance with Fire Department Fuel Modification requirements, and shall be approved by the City's landscape consultant.

Q. The project shall be landscaped, and continually maintained in substantial conformance with the landscaping plan on file approved by the City's landscape consultant. A detailed landscaping plan shall provide that any trees and shrubs used in the landscaping scheme for this project shall be planted in a way that screens the project development from adjacent streets and neighbors, such that shrubs and trees as they mature do not grow into a hedge or impede any neighbors views and the plan shall provide that all landscaping be maintained at a height no higher than the roof line of the nearest project structure. In addition, the landscaping plan shall provide for screening of development with vegetation not to exceed 10 feet in height, and that the vegetation used for screening shall be planted in an off-set manner, so as to prevent it, as it grows from forming a solid hedge. The landscaping plan shall utilize to the maximum extent feasible, plants that are native to the area, are water-wise and are consistent with the rural character of the community. Plants listed as high hazardous plants under RHMC Section 8.30.015 are prohibited.

R. The applicant shall submit a landscaping performance bond or other financial obligation, to be kept on deposit by the City, in the amount of the planting plus irrigation plus 15%. The bond shall be released no sooner than two years after completion of all plantings, subject to a City staff determination that the plantings required for the project are in substantial conformance with approved plans and are in good condition.

The landscaping shall be subject to the requirements of the City's Water Efficient Landscape Ordinance, (Chapter 13.18 of the RHMC).

Pursuant to Chapter 8.30 of the RHMC, the property shall at all times be maintained free of dead trees and vegetation.

S. The setback lines and roadway easement lines in the vicinity of the construction for this project shall remain staked throughout the construction. A construction fence may be required.

T. Perimeter easements, including roadway easements and trails, if any, shall remain free and clear of any improvements to advance equestrian use and emergency preparedness for evacuation within the City. Where RHCA has demonstrated authority over the easement, the City's Planning Director may grant relief from this condition upon satisfactory proof of permission from RHCA and a legitimate showing that there is no need for the condition to advance equestrian uses and emergency preparedness.

U. Minimum of 65% of any construction materials must be recycled or diverted from landfills. The hauler of the materials shall obtain City's Construction and Demolition permits for waste hauling prior to start of work and provide proper documentation to the City.

V. *During construction*, conformance with the air quality management district requirements, storm water pollution prevention practices, county and local ordinances and engineering practices so that people or property are not exposed to undue vehicle trips, noise, dust, objectionable odors, landslides, mudflows, erosion, or land subsidence shall be required.

W. *During construction*, to the extent feasible, all parking shall take place on the project site, on the new driveway and, if necessary, any overflow parking may take place within the unimproved roadway easements along adjacent streets, and shall not obstruct neighboring driveways, visibility at intersections or pedestrian and equestrian passage. During construction, to the maximum extent feasible, employees of the contractor shall car-pool into the City. To the extent feasible, a minimum of 4' wide path, from the edge of the roadway pavement, for pedestrian and equestrian passage shall be available and be clear of vehicles, construction materials and equipment at all times.

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

Y. Prior to demolition of the existing structures, an investigation shall be conducted for the presence of hazardous chemicals, lead-based paints or products, mercury and asbestos-containing materials (ACMs). If hazardous chemicals, lead-based paints or products, mercury or ACMs are identified, remediation shall be undertaken in compliance with California environmental regulations and policies.

Z. The property owner and/or his/her contractor/applicant shall be responsible for compliance with the no-smoking provisions in the Municipal Code. The contractor shall not use tools that could produce a spark, including for clearing and grubbing, during red flag warning conditions. Weather conditions can be found at: **http://www.wrh.noaa.gov/lox/main.php?suite=safety&page=hazard_definitions#FIRE.** It is the sole responsibility of the property owner and/or his/her contractor to monitor the red flag warning conditions.

AA. Development shall drain in accordance with the approved grading and drainage plan. Drainage dissipaters shall be constructed outside of any easements. The drainage system shall be approved by the Department of Building and Safety. If an above ground swale and/or dissipater is required, it shall be designed in such a manner as not to cross over any equestrian trails or discharge water onto a trail, shall be stained in an earth tone color, and shall be screened from any trail, road and neighbors' view to the maximum extent practicable, without impairing the function of the drainage system.

AB. *During construction*, dust control measures shall be used to stabilize the soil from wind erosion and reduce dust and objectionable odors generated by construction activities in accordance with South Coast Air Quality Management District, Los Angeles County and local ordinances and engineering practices.

AC. *During construction*, an Erosion Control Plan containing the elements set forth in Section 7010 of the 2016 County of Los Angeles Uniform Building Code shall be followed to minimize erosion and to protect slopes and channels to control storm water pollution.

AD. The property owners shall be required to conform to the Regional Water Quality Control Board and County Health Department requirements for the installation and maintenance of storm water drainage facilities and septic tank.

AE. The applicant shall pay all of the applicable Building and Safety and Public Works Department fees and Palos Verdes Peninsula Unified School District fees, if any.

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

AG. The applicants shall execute an Affidavit of Acceptance of all conditions of the Site Plan Review approval, or the approval shall not be effective.

AH. All conditions of this Resolution, when applicable, must be complied with prior to the issuance of a grading or building permit from the Building and Safety Department

AI. 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 Code of Civil Procedure Section 1094.6.

AJ. The main driveway shall not exceed 24 feet in width and landscaping shall be provided between the main driveway and the front fence. Prior to plan check submittal, the driveway location and landscaping shall be reviewed and approved by the Planning Department for conformance with this condition.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF MARCH 2023.

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. 2023-02 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 22-81 FOR A SITE PLAN REVIEW FOR A 912-SQUARE-FOOT SWIMMING POOL/SPA, DETACHED GARAGE, APPURTENANT STRUCTURES, HARDSCAPE, LANDSCAPE, AND NON-EXEMPT GRADING; CONDITIONAL USE PERMITS FOR AN EQUESTRIAN RIDING ARENA, RELOCATION OF AN EXISTING DRIVEWAY APRON, 1,334-SQUARE-FOOT RECONSTRUCTED STABLE ON THE SAME FOOTPRINT; AND VARIANCES FOR STRUCTURES TO ENCROACH INTO THE REQUIRED SETBACKS AND FRONT YARD, TO EXCEED THE MAXIMUM 35% LOT COVERAGE, AND TO EXCEED THE 20% FRONT YARD COVERAGE FOR THE DRIVEWAY, IN ZONING CASE NO. 22-81 LOCATED AT 9 PORTUGUESE BEND ROAD, (LOT 74-RH) (WILLIS)

was approved and adopted at a regular meeting of the Planning Commission on MARCH 21, 2023, by the following roll call vote:

AYES: Cooley, Douglass, Kirkpatrick, Chair Chelf

NOES: None

ABSENT: Cardenas

ABSTAIN: None

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

Administrative Offices.

CHRISTIAN HORVATH, CITY CLERK

Agenda Item No.: 11.A
Mtg. Date: 11/10/2022

TO: HONORABLE CHAIR AND MEMBERS OF THE TRAFFIC COMMISSION

FROM: STEPHANIE GRANT, ASSISTANT PLANNER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REVIEW AND APPROVE RELOCATED DRIVEWAY FOR 9 PORTUGUESE BEND ROAD

DATE: November 10, 2022

BACKGROUND:

The property located at 9 Portuguese Bend Road is zoned RAS-1 and has a net lot area of 44,875 square feet (1.03 acres), and only one building pad exists. The lot is developed with an existing 3,809 square-foot single family residence, 544 square-foot garage, 1,589 square-foot guest house, 1,334 square foot stable, 690 square-foot swimming pool/spa, and 114 square-foot water feature. The lot is located at corner of Portuguese Bend Road and Lower Blackwater Canyon.

DISCUSSION:

The Applicants and architect, Russ Barto, submitted an application (Zoning Case No. 22-81) on September 14, 2022 for a Site Plan Review, Conditional Use Permit, and Variance that will be reviewed by the Planning Commission on a later date. The Applicants are proposing to relocate the second driveway apron away from the intersection, which is subject to review by the Traffic Commission. The proposed driveway relocation is staked at the site.

The property has an existing irregular shaped driveway with three existing driveway aprons. The existing main driveway (#1 driveway apron) is located ten feet from the west property line and fronts onto Portuguese Bend Road. The existing second driveway apron (#2 driveway apron) is located at the corner intersection of Portuguese Bend Road and Lower Blackwater Canyon Road. The third driveway apron (#3 driveway apron) is located on easterly portion of subject property that fronts onto Lower Blackwater Canyon Road, and is used mainly for stable access.

The project proposes to reconfigure the existing irregular shaped driveway and move the existing second driveway apron. The existing second driveway apron is 10-feet wide and is

located directly at the corner intersection of where Portuguese Bend Road and Lower Blackwater Canyon Road meets. There is a stop sign located slightly north of the existing second driveway apron. The Applicants are proposing to relocate the existing 10-foot wide second driveway apron directly out of the intersection. The relocated new second driveway apron will be 28-feet wide and front onto the roadway easement on Lower Blackwater Canyon Road. The relocated second driveway apron will provide better access to the proposed new driveway and new garage. The relocated driveway apron will be located just south of the existing stop sign. The Traffic Engineer conducted a site visit to review the proposed second driveway apron and prepared a report (attached). The recommendation is to move the driveway an additional 10 to 20 feet from the intersection if feasible.

FISCAL IMPACT:
The City Traffic Engineer is paid through the General Fund.

RECOMMENDATION:
Recommend approval of relocated driveway to the City Council.

ATTACHMENTS:
City Traffic Engineer's Memo.pdf
Driveway Relocation Diagram
Development Plans
Pictures

Memorandum

TO: Elaine Jeng, PE, City Manager

FROM: Vanessa Munoz, PE, TE City Traffic Engineer

DATE: November 3, 2022

SUBJECT: 9 Portuguese Bend Road Driveway

This memorandum is in response to the request by the city to review and provide input on the proposed driveway relocation by the residents of 9 Portuguese Bend Road. The proposed driveway will be shifted northwest from the existing location (intersection of Portuguese Bend Road and Blackwater Canyon Road, see picture) to Blackwater Canyon Road. The proposed driveway will have a 17-foot driveway aisle with a 29-foot driveway apron.



On Tuesday November 1, 2022, a field visit was made to the location to assess the proposed driveway location and width. Based on the field observations and engineering judgement, the proposed driveway location is an improvement from the existing driveway location and provides greater visibility, but the proposed location is not ideal as it is only 30 feet away from the intersection. I would recommend the driveway be relocated north an additional 10 to 20-feet. However, if not feasible to relocate the driveway the additional distance, the proposed location is acceptable.





RECEIVED
JAN 19 2023
City of Rolling Hills
By _____

WILLIS ADDITIONS/REMODEL
9 Portuguese Bend Road, Rolling Hills
Russell E Barto, AIA – Architect





RECEIVED
JAN 19 2023
City of Rolling Hills
By _____





RECEIVED
JAN 19 2023
City of Rolling Hills
By _____

WILLIS ADDITIONS/REMODEL
9 Portuguese Bend Road, Rolling Hills
Russell E Barto, AIA – Architect





RECEIVED
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WILLIS ADDITIONS/REMODEL
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Russell E Barto, AIA – Architect





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WILLIS ADDITIONS/REMODEL
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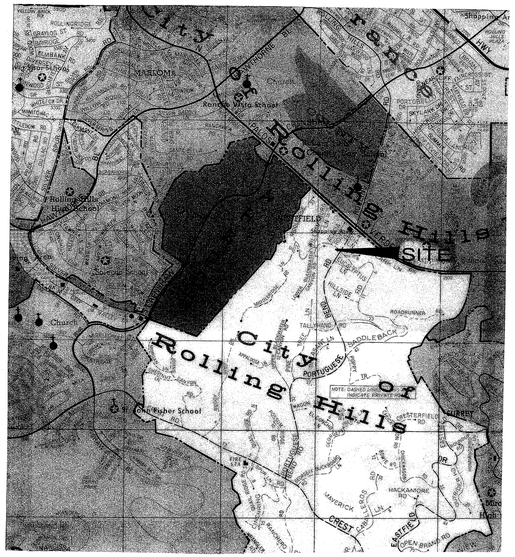
By _____

WILLIS ADDITIONS/REMODEL
9 Portuguese Bend Road, Rolling Hills
Russell E Barto, AIA – Architect

VICINITY MAP



WILLIS ADDITION
9 Portuguese Bend Road
Rolling Hills, CA 90274

RUSSELL E. BARTO, AIA – ARCHITECT
3 Malaga Cove Plaza, Suite 202
Palos Verdes Estates, CA 90274
tel:(310) 378-1355 fax:(310) 378-6298
russbarto@earthlink.net

SHEET INDEX

SHEET	DESCRIPTION
1	VICINITY MAP, SHEET INDEX, PROJECT INFORMATION, CONSULTANTS
2	PLOT PLAN, ROOF PLAN
3	FLOOR PLAN
4	EXTERIOR ELEVATIONS
5	ADU FLOOR PLAN / EXTERIOR ELEVATIONS
6	STABLE FLOOR PLAN
7	EXTERIOR ELEVATIONS
8	GARAGE FLOOR PLAN / EXTERIOR ELEVATIONS

PROJECT INFORMATION

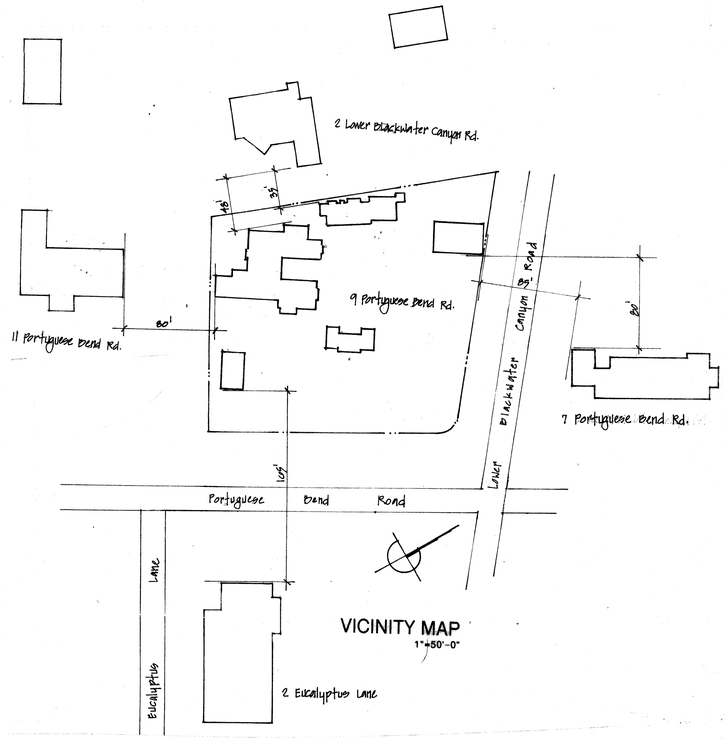
WILLIS ADDITIONS/REMODEL — *9 Portuguese Bend Road*
Lot Coverage Summary — 3/9/2023

Net lot area: 46,610 sf

STRUCTURES	existing	proposed	total
Main house	3809	521	4330
Garage	544	170 net	714
Guesthouse	1589	0	1589
Stable	1334	0 net	1334
(rebuild on same footprint)			
Pool/spa	690	222 net	912
Pool equip	30	0	30
Water feature	114	-22 net	92
Att. covered porch	0	677	677
Att. trellis	320 @guesthouse	0	320
Storage closets/sheds	140	(-140)	0
Service yd	200	0	200
	8770	**1428**	**10198**
	18.8%	**3.1%**	**21.9%**
Less deductions:	-320	-480	-800
	8430	**948**	**9398**
	18.1	**2.0%**	**20.1%**
ADU	**0 sq.ft.**	**820 sq.ft.**	**820 sq.ft.**
FLATWORK			
Primary drive	3720	374 net	4094
Walks	2850	-2125 net	725
Patios	1860	-1010 net	850
@stable	3800	-2750	1050
Pool deck	3190	-900 net	2290
Parking pads	1540	1196 net	2736
	16960	**-5212**	**11745**
	36.4%	**-11.2%**	**25.2%**
TOTAL:	**25730**	**-3591**	**22139**
	55.2%	**- 7.7%**	**47.5%**
Less deductions:	**25410**	**-4071**	**21339**
	54.5%	**- 8.6%**	**45.8%**
DISTURBED AREA:	**55,610**	**0**	**55,610**
% DISTURBED AREA:	**100.0%**	**0**	**100.0%**

PROJECT INFORMATION

OWNER:	**Mr. & Mrs. Gregory Willis**
JOB ADDRESS:	9 Portuguese Bend Road Rolling Hills CA 90274
BUILDING TYPE:	Single Family Residence
OCCUPANCY GROUP:	R-3 Residence
CONSTRUCTION TYPE:	Type V-B/ U
SPRINKLERS:	NO
NUMBER OF STORIES:	1 story
ZONE:	
LEGAL DESCRIPTION:	lot 74 Rolling Hills M.B. 201-29-35
AIN:	7569-014-003



VICINITY MAP
1"=50'-0"

CONSULTANTS

SCOPE OF WORK

- **DEMO:**
  GARAGE (544 S.F.), DEMO.
  STABLE (1,334 S.F.),
  POOL & SPA (690 S.F.),
  HARDSCAPE: DRIVE, MOTOR COURT,
  WALKS, POOL DECK
- **ADDITION @ MAIN RESIDENCE 521 s.f.**
- **REMODEL AREA 350 s.f.**
- **COVERED PORCH @ entry 53 s.f.**
- **ADU 820 s.f.**
- **GARAGE RE-CONSTRUCTION 714 s.f.**
- **STABLE RE-CONSTRUCTION + LOFT 2,099 s.f.**
- **RIDING RING**
- **POOL / SPA 912 s.f.**
- **POOL EQUIPMENT 30 s.f.**
- **FIRE PIT**
- **WATER FEATURE**
- **REROOF**
- **NEW DRIVEWAY + RELOCATE APRON**

REVISIONS

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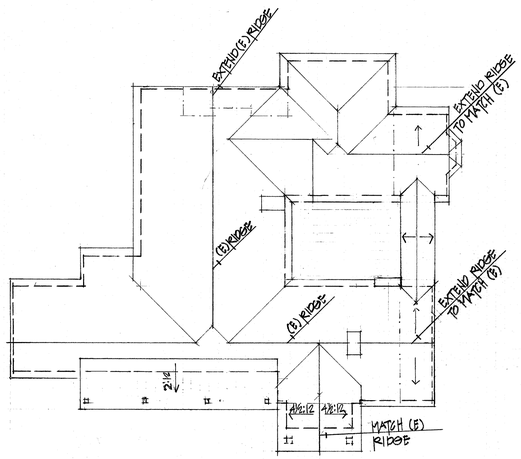

RESIDENCE ROOF PLAN
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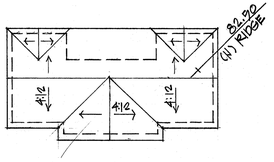

ADU ROOF PLAN
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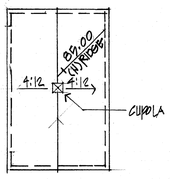

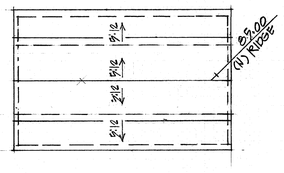

GARAGE & STABLE ROOF PLAN
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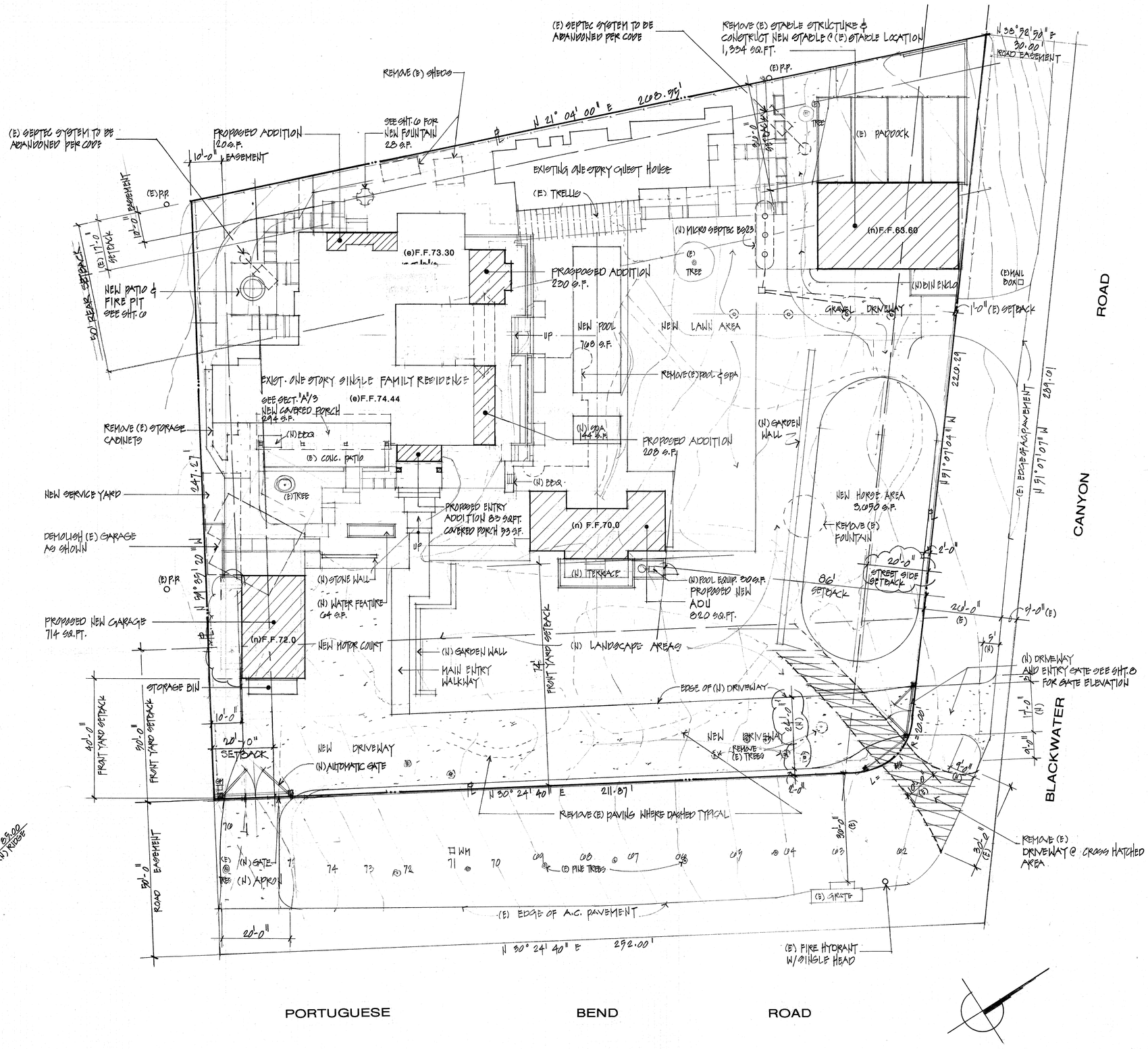

PLOT PLAN
1"=16'-0"

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WILLIS ADDITION
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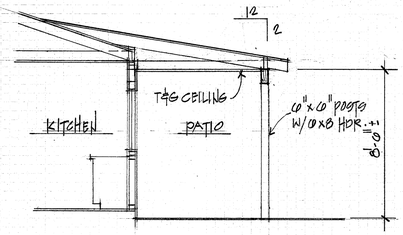

SECTION A
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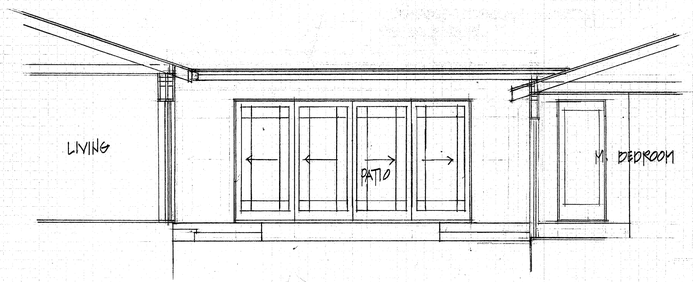

SECTION B
1/4"=1'-0"

FLOOR PLAN
1/4"=1'-0"

LEGEND

- NEW WALLS
- EXISTING WALLS TO REMAIN
- REMOVE WALLS AS INDICATED

REVISIONS

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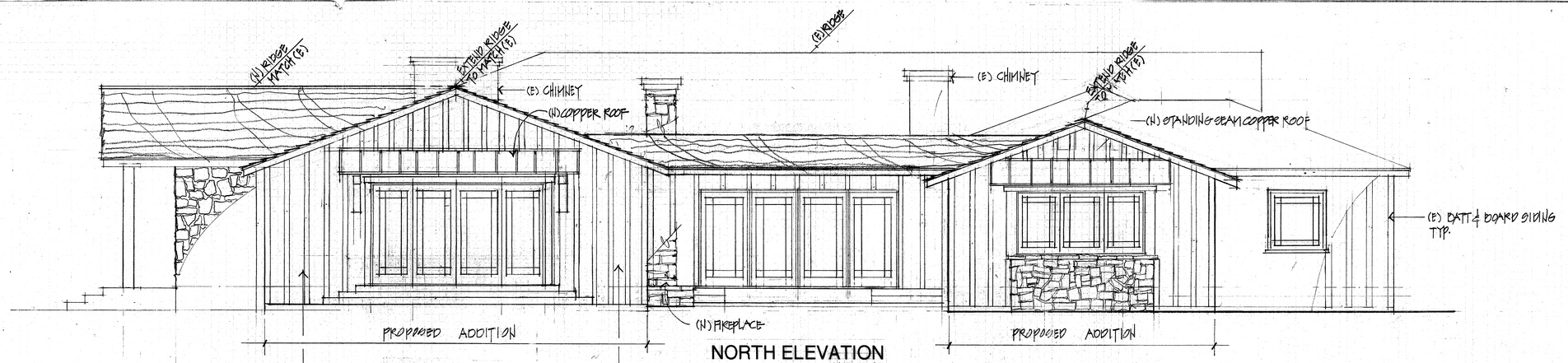

NORTH ELEVATION
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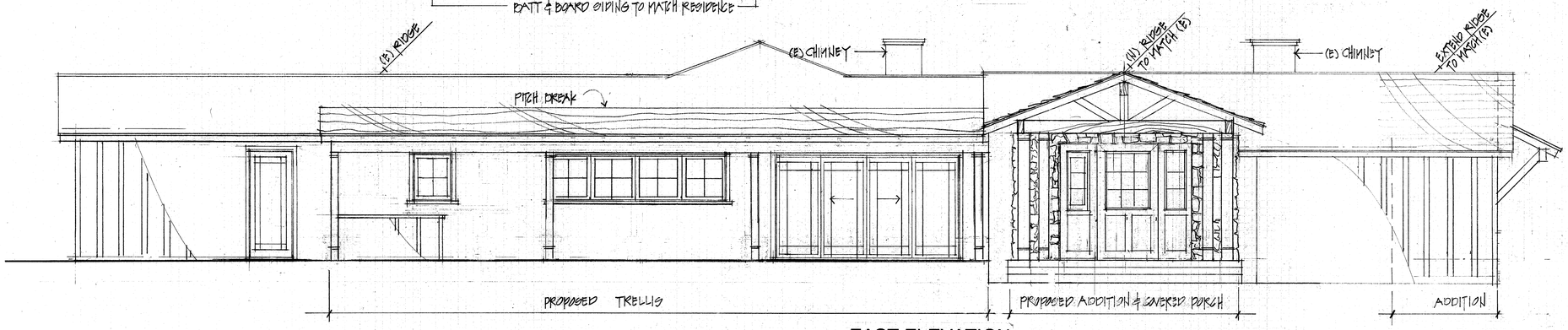
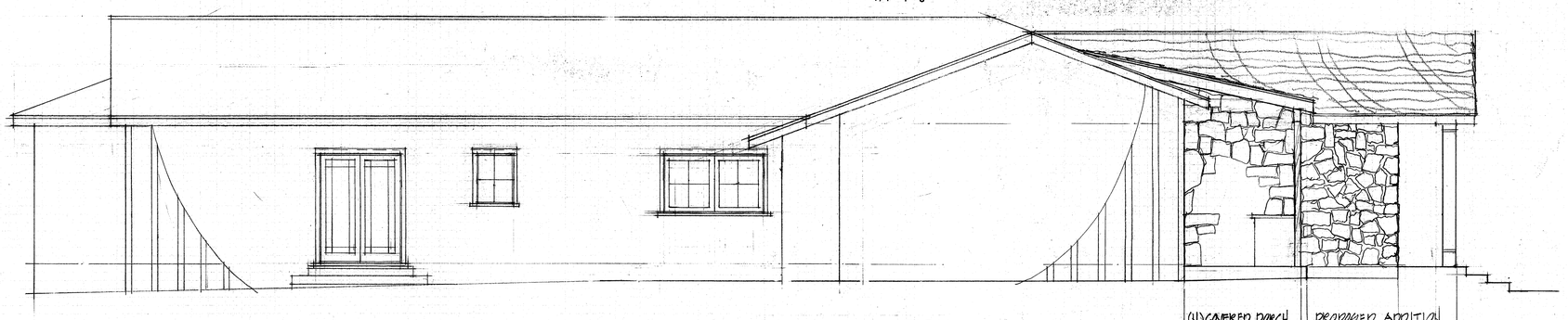
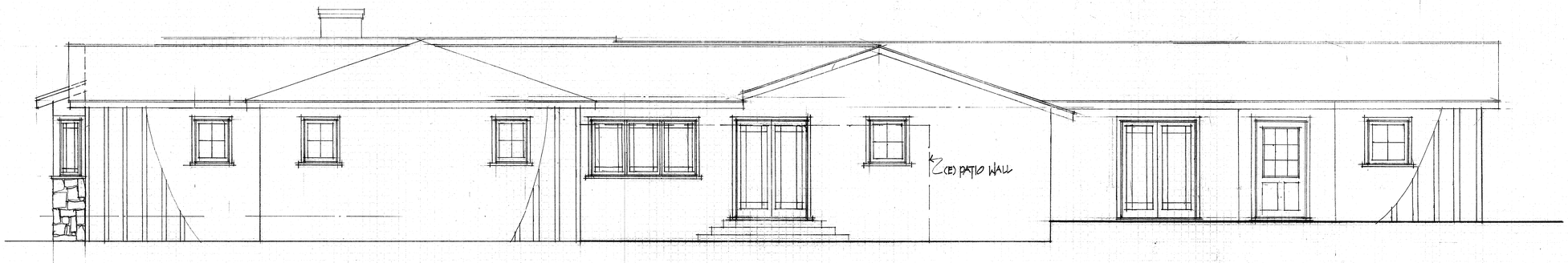


EAST ELEVATION
1/4"=1'-0"



SOUTH ELEVATION
1/4"=1'-0"



WEST ELEVATION
1/4"=1'-0"

REVISIONS

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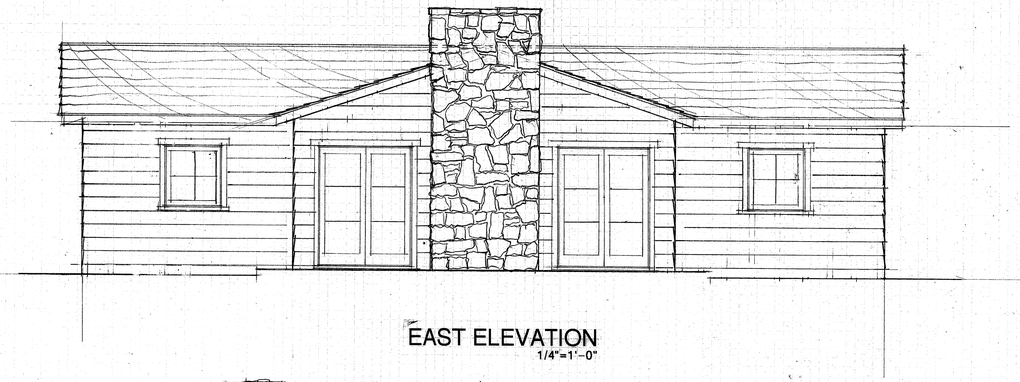
WILLIS ADDITION
9 Portuguese Bend Road, Rolling Hills, CA 90274



EAST ELEVATION
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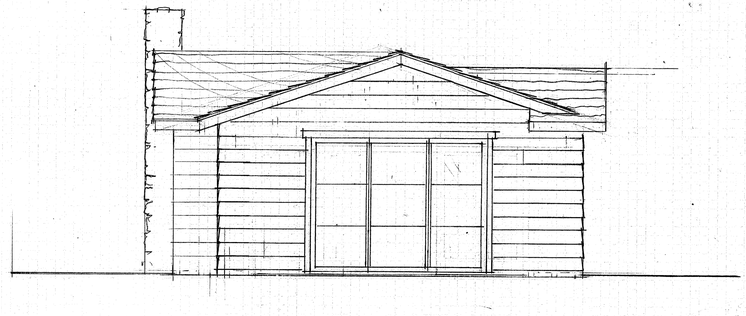

NORTH ELEVATION
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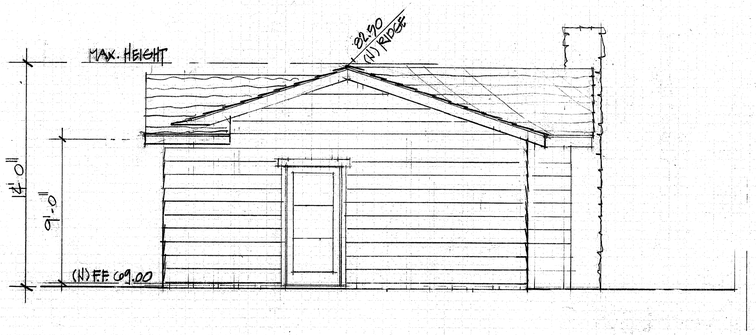

SOUTH ELEVATION
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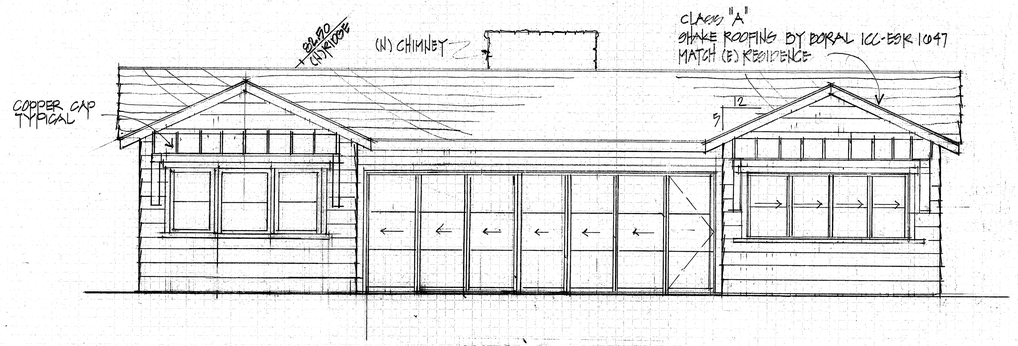
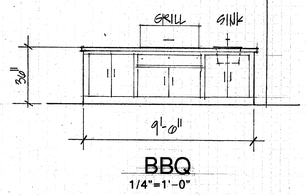
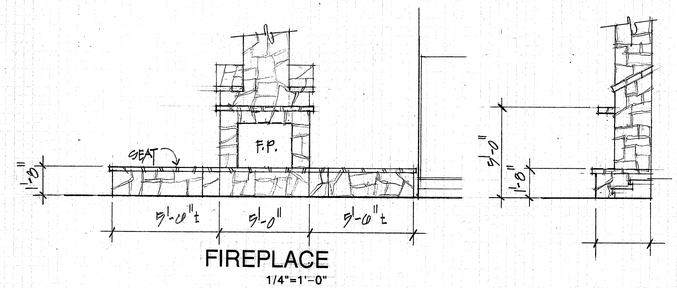


WEST ELEVATION
1/4"=1'-0"

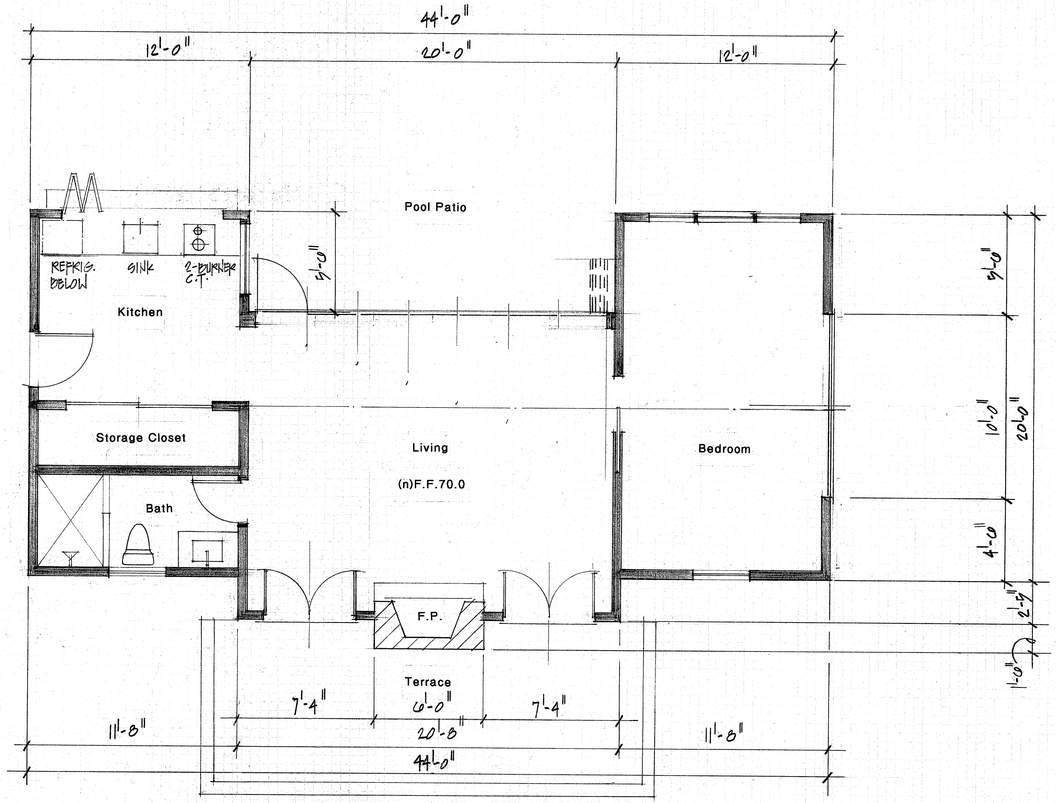


BBQ
1/4"=1'-0"



FIREPLACE
1/4"=1'-0"

@ residence see sht.3



ADU FLOOR PLAN
1/4"=1'-0"

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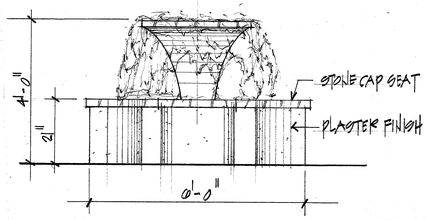
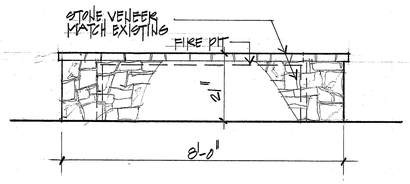
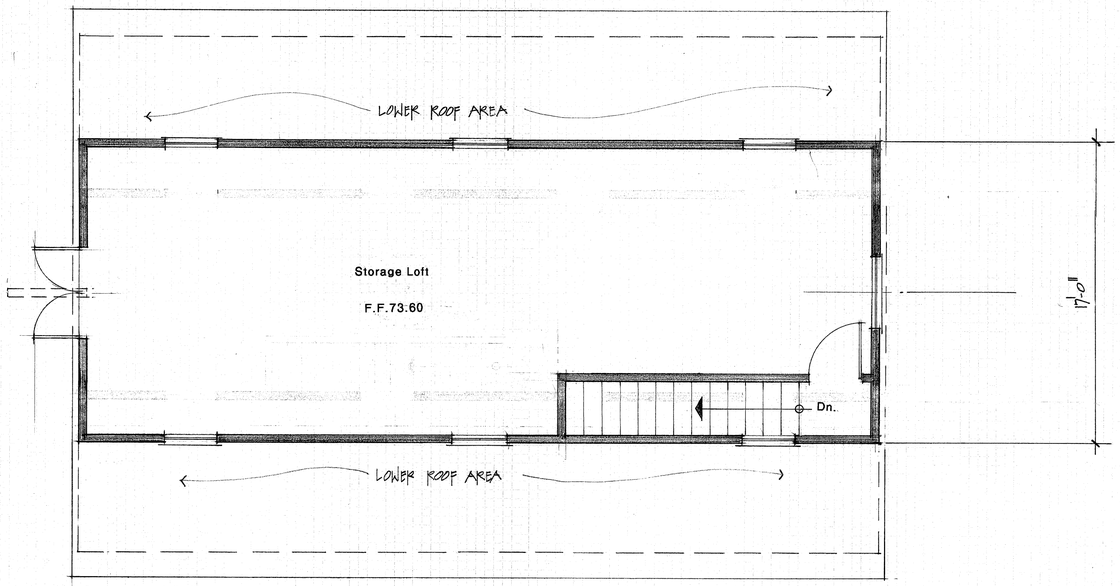


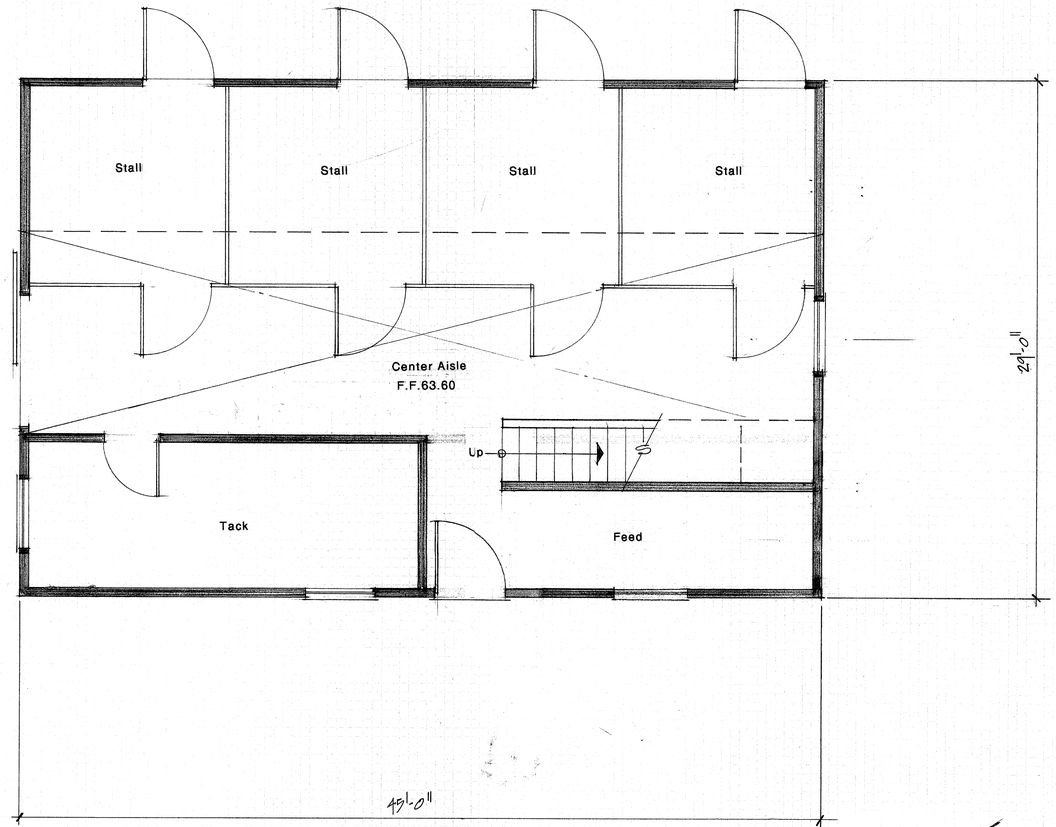
WATER FEATURE
1/2"=1'-0"



FIRE PIT
1/2"=1'-0"



LOFT FLOOR PLAN
1/4"=1'-0"



STABLE FLOOR PLAN
1/4"=1'-0"

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WILLIS ADDITION
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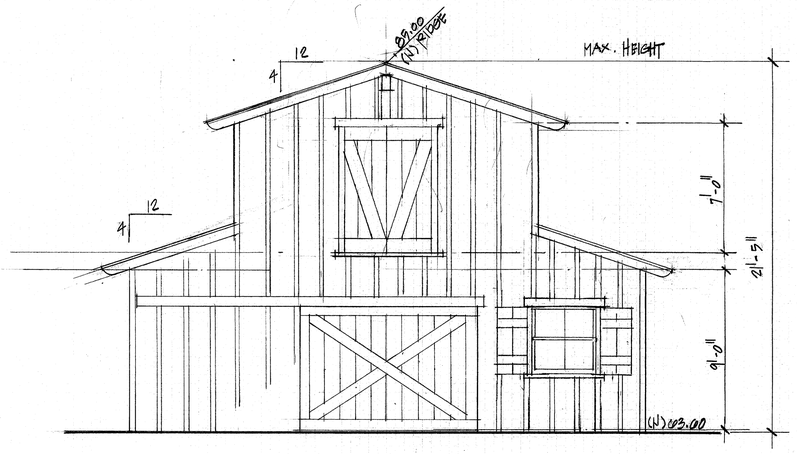


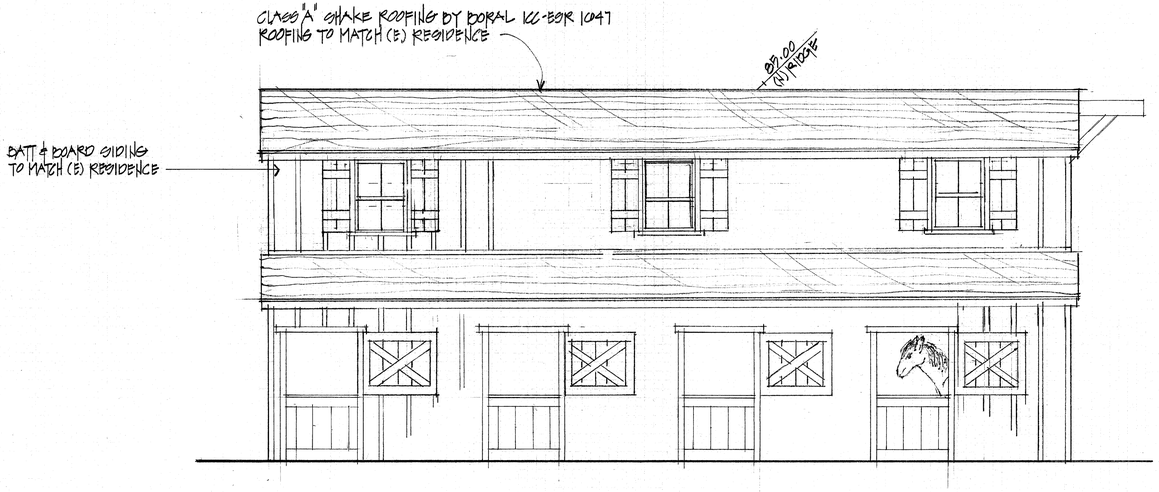
SOUTH ELEVATION
1/4"=1'-0"



EAST ELEVATION
1/4"=1'-0"



NORTH ELEVATION
1/4"=1'-0"



WEST ELEVATION
1/4"=1'-0"

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WILLIS ADDITION
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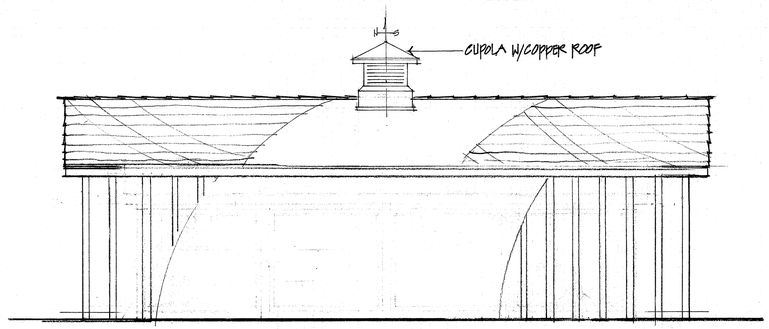
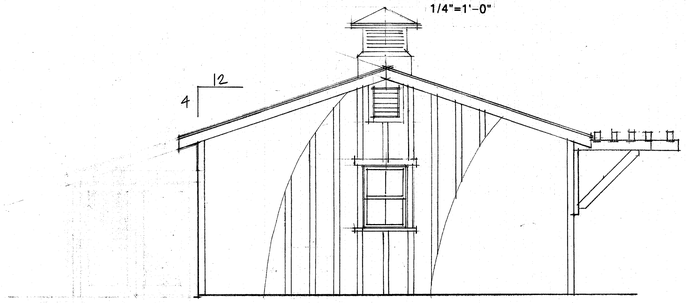
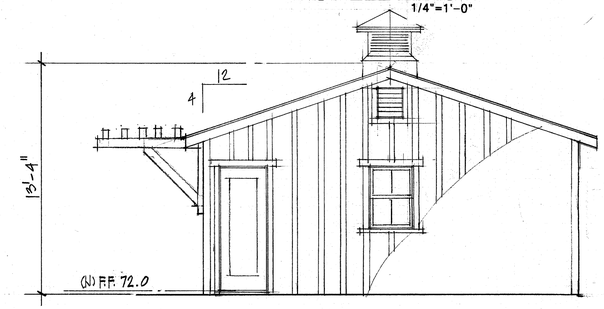
7



SOUTH ELEVATION
1/4"=1'-0"



EAST ELEVATION
1/4"=1'-0"



WEST ELEVATION
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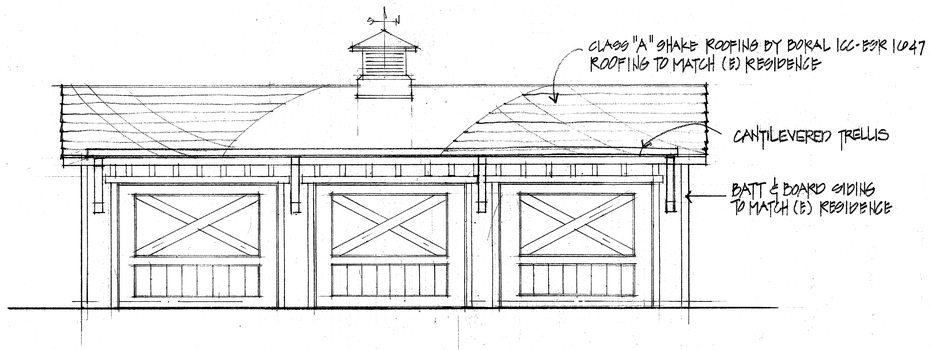
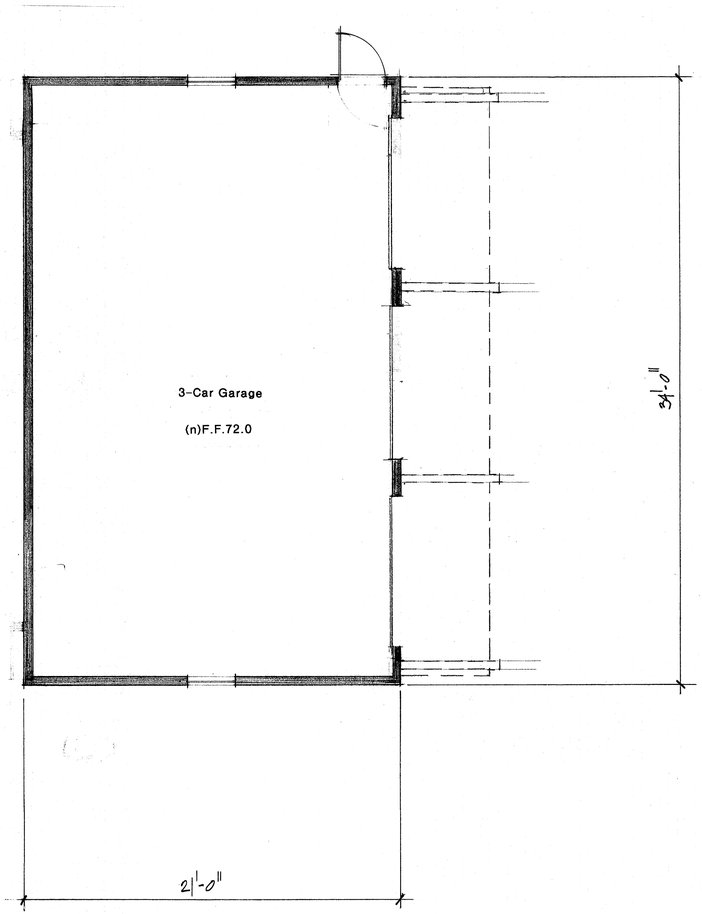


NORTH ELEVATION
1/4"=1'-0"



GARAGE FLOOR PLAN
1/4"=1'-0"

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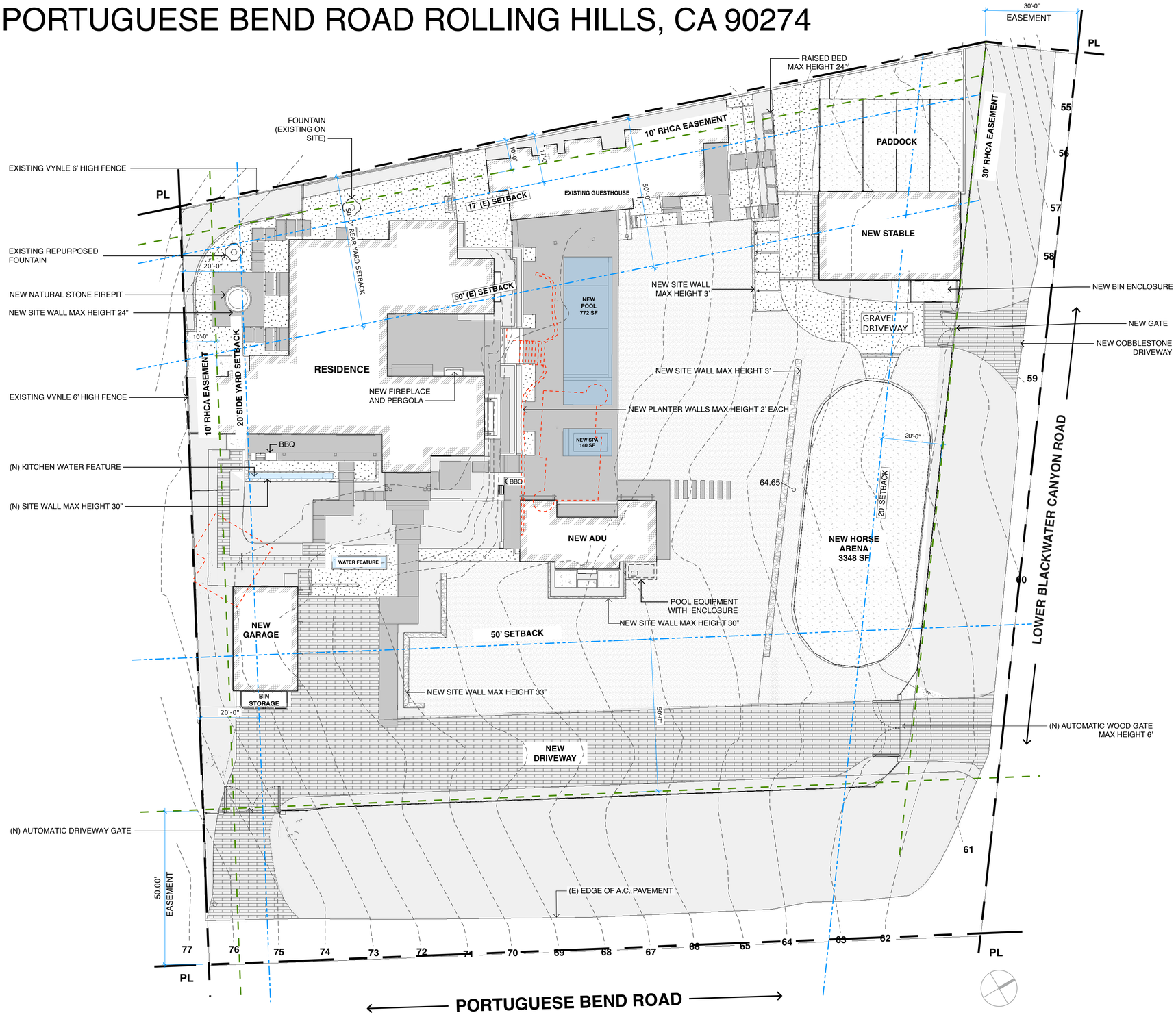
WILLIS ADDITION
9 Portuguese Bend Road, Rolling Hills, CA 90274

WILLIS RESIDENCE

9 PORTUGUESE BEND ROAD ROLLING HILLS, CA 90274



SYMBOLS

- NORTH ARROW
- ELEVATION — D / L4
- SECTION — D / L4
- PROPERTY LINE
- SETBACK
- EASEMENTS
- EXISTING REMOVED
- ROOFLINE
- SITE CONTOURS

MATERIALS

- GRAVEL
- LAWN
- PLANTER WITH MULCH
- STONE VENEER
- CONCRETE
- LIMESTONE TILE
- ARENA SAND
- PAVERS
- EARTH

FAIR

DESIGN OUTSIDE

PROJECT ADDRESS
9 PORTUGUESE BEND ROAD, ROLLING HILLS ESTATES, CA

CLIENT
GREG AND MELISSA WILLIS

LANDSCAPE ARCHITECT
KELSEY FAIR
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ARCHITECT
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310.729.4342
3 MALAGA COVE PLAZA
#202 PALOS VERDES ESTATES, CA 90274

INTERIOR DESIGNER:
NORMAN DESIGN GROUP

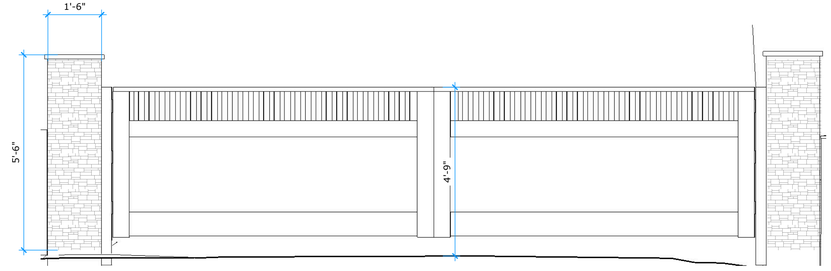
1	DATE	DESCRIPTION
2	3/11/23	SITE PLAN
3		
4		
5		
6		

SHEET TITLE
SITE PLAN

OVERALL SITE PLAN
SCALE 1/16" = 1'-0"

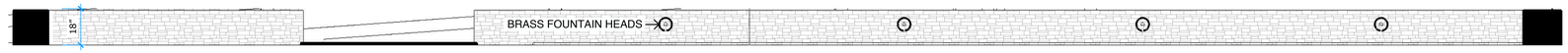
1

L 01



ENTRY GATE
SCALE 1/2" = 1'-0"

3



KITCHEN WATER FEATURE
SCALE 1/2" = 1'-0"

1

FAIR
DESIGN OUTSIDE

PROJECT ADDRESS
9 PORTUGUESE BEND ROAD, ROLLING HILLS ESTATES, CA

CLIENT
GREG AND MELISSA WILLIS

LANDSCAPE ARCHITECT
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ARCHITECT
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3 MALAGA COVE PLAZA #202 PALOS VERDES ESTATES, CA 90274

INTERIOR DESIGNER:
NORMAN DESIGN GROUP

1	DATE	DESCRIPTION
2	3/11/23	SITE PLAN
3		
4		
5		
6		

SHEET TITLE
DETAILS

L **02**

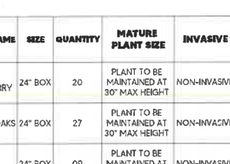
3 PLANTING PLAN
SCALE 1/8" = 1'-0"

MASTER PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	MATURE PLANT SIZE	INVASIVE	WATER REQ. WUCOLS REGION 3
	Prunus caroliniana	CAROLINA LAUREL CHERRY	24" BOX	20	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	MODERATE
	Quercus agrifolia	COAST LIVE OAKS	24" BOX	27	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	VERY LOW
	Citrus spp.	ORANGE, LEMON, ETC.	24" BOX	09	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	MODERATE
	Pittosporum tenuifolium and cvs.	MOCK ORANGE	24" BOX	02	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	MODERATE
	Salvia sonomensis	SONOMA SAGE	5 GAL	135	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	LOW
	Ocimum kilimandscharicum basilicum 'dark opal'	PERENIAL BASIL	5 GAL	40	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	LOW
	Baccharis pilularis consanguinea	COYOTE BRUSH	5 GAL	60	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	LOW
	Echium candicans	PRIDE OF MADEIRA	15 GAL	23	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	LOW
	Westringia fruticosa	COAST ROSEMARY	5 GAL	57	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	LOW
	Salvia allen "chickering"	SALVIA ALLEN CHICKERING	5 GAL	105	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	VERY LOW
	Pennisetum Spatheolatum	SLENDER VELDT GRASS	5 GAL	220	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	MODERATE
	Lomandra longifolia	SPINY HEADED MAT RUSH	5 GAL	56	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	LOW
	Lomandra longifolia lm300	BREEZE MAT RUSH	5 GAL	180	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	MODERATE
	Stephanotis Floribunda	MADAGASCAR JASMINE	5 GAL	30	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	MODERATE
	Agave attenuata	AGAVE BLUE FLAME	5 GAL	09	PLANT TO BE MAINTAINED AT 30" MAX HEIGHT	NON-INVASIVE	LOW
	Frangula californica and cvs. (Rhamnus California)	COFFEEBERRY	15 GAL		TO BE MAINTAINED AT 8' IN HEIGHT	NON-INVASIVE	LOW
		CHERRY LAUREL HEDGE	15 GAL		TO BE MAINTAINED AT 8' IN HEIGHT	NON-INVASIVE	
		NATIVE MEADOW	15 GAL			NON-INVASIVE	

SEED MIX: PLANTS NAMES

BOTANICAL NAME	COMMON NAME
Achillea millefolium	WHITE YARROW
Clarkia amoena	FAREWELL TO SPRING
Coreopsis lanceolata	LANCE-LEAF COREOPSIS
Eschscholzia californica	CALIFORNIA POPPY
Festuca idahoensis	IDAHO FESCUE
festuca microstachys	SMALL FESCUE
Gaillardia pulchella	INDIAN BLANKET
Hordeum brachyantherum	CALIFORNIA BARLEY
Lasthenia californica	DWARF GOLDFIELDS
Layia platyglossa	TIDYTIPS
Linum lewisii	BLUE FLAX
Lupinus nanus	SKY LUPINE
Lupinus succulentus	ARROYO LUPINE
Melica californica	CALIFORNIA MELIC
Stipa pulchra	PURPLE NEEDLEGRASS



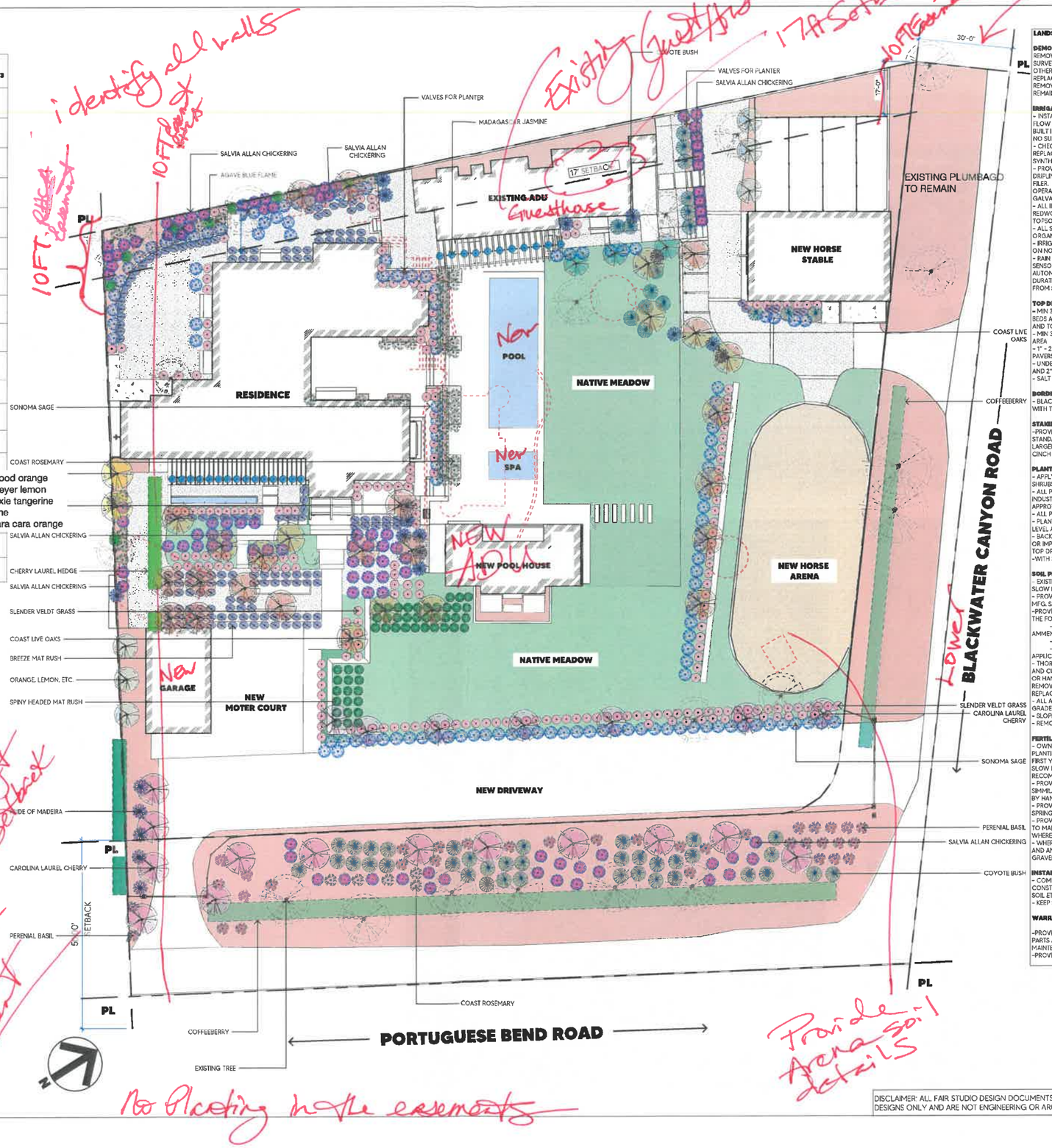
REDWOOD DECOBARK MULCH

NORTHERN STONE - SALT & PEPPER 1/4" PEBBLE



LA PAZ PEBBLES 1" - 2"





LANDSCAPE NOTES:

DEMO NOTES:
REMOVE ALL CONCRETE DEBRIS
SURVEY SITE FOR ALL CONTAMINATED SOILS FROM PAINT OR OTHER CONSTRUCTION DEBRIS, REMOVE SOILS OFFSITE AND REPLACE
REMOVE ALL EXISTING PLANT MATERIAL EXCEPT THOSE TREES TO REMAIN.

IRRIGATION NOTES:
- INSTA..I. RAIN BIRD WITH COPPER SHELD ON-GRADE LOW FLOW 'DRIPLINE' SYSTEM FOR ALL ROW TYPE PLANTING WITH BUILT IN-EMITTERS SPACES @ 12" O.C. - INSTALL PER MFG. SPECS NO SUBSTITUTIONS
- CHECK ALL EXISTING SPRAY HEADS USED ON LAWN - PROVIDE REPLACEMENT SPRAY HEADS WHERE NEEDED ON EXISTING SYNTHETIC TURF
- PROVIDE CONTROL ZONE LOW PRESSURE VALVES FOR DRIPLINE SYSTEMS WITH PRESSURE REDUCER AND WYE TYPE FILER. PROVIDE OTHER DRIPLINE SYSTEM FOR PROPER OPERATION AS REQUIRED STAKE DRIPLINES SECURE WITH GALVANIZED STAKES
- ALL IRRIGATION LINE TO BE COVERED WITH 3" OF FINE REDWOOD DECO BARK MULCH MIN AVAILABLE BD WHITE TOPSOIL SEE TOP DRESS NOTES
- ALL SOIL WITH LIVE PLANTINGS TO BE AMENDED WITH ORGANIC POTTING SOIL
- IRRIGATION CLOCK TO NEW "SMART" CLOCK WALL MOUNTED ON NORTH RETAINING WALL AS INDICATED
- RAIN BIRD ESP SERIES "SMART CLOCK" OR EQUAL WITH REMOTE SENSOR UNIT AND "ET MANAGER" CARTRIDGE THAT AUTOMATICALLY ADJUSTS VALVE WATERING DAYS AND DURATION BASED ON CURRENT WEATHER DATA FED INTO CLOCK FROM SENSOR OR SIMILAR

TOP DRESS NOTES:
- MIN 3" FINE DECOBARK MULCH IN ALL FRONT YARD PLANTER BEDS AND REAR YARD PLANTER BEDS EXCEPT KIDS PLAY AREA AND TOP DRESS FOR LAUREL TREES.
- MIN 3" CEDAR CHIP MULCH FOR DOG RUN AND KIDS PLAY AREA
- 1" - 2" LA PAZ PEBBLES - LOOSE - BETWEEN FRONT YARD PAVERS AND AS TOP DRESS TO BAY LAUREL TREES IN BACKYARD
- UNDER LAURELS PROVIDE 3" REDWOOD DECOBARK MULCH AND 2" DECO LA PAZ PEBBLES
- SALT AND PEPPER GRAVEL 1/4" - 1/2" IN EAST SIDE YARD

BORDERS:
- BLACK DURA EDGE STEEL EDGING INSTALLED THROUGHOUT WITH TOP OF BOARD LEVEL WITH ADJACENT SOIL LEVEL.

STAKING:
-PROVIDE 10' DOUBLE LODGEPOLE STAKES ON ALL TREE STANDARDS AND SINGLE LODGEPOLE STAKES ON ALL 15 GAL OR LARGER VERTICAL COLUMN SHRUBS SECURE WITH RUBBER CINCH TIES.

PLANTING NOTES:
- APPLY B1 "SUPER THRIVE" ON ALL NEW TREES AND 15 GAL SHRUBS TO MINIMIZE INSTALLATION SHOCK - PER MFG. SPEC.
- ALL PLANT MATERIAL TO BE VIGOROUS AND HEALTHY PER INDUSTRY STANDARD SPEC. MIN. PROVIDE PICTURES FOR APPROVAL OF ALL BOX TREES
- ALL PLANT PITS TO BE 1 1/2 TIMES SIZE OF ROOTBALL
- PLANT WITH ROOTBALL SLIGHTLY ABOVE ADJACENT SOIL LEVEL AND ALLOW FOR NATURAL SETTLEMENT.
- BACKFILL RAISED PLANTERS WITH QUALITY ON-SITE TOPSOIL OR IMPORT PREMIUM WEED FREE SANDY LOAM TOPSOIL TOP DRESSING FRONT YARD:
-WITH 3" OF FINE DECO BARK MULCH

SOIL PREPARATION: (SANDY DUNE TYPE SOIL)
- EXISTING PLANTINGS TO BE FERTILIZED WITH MARINE CUIZINE SLOW RELEASE FERTILIZER OR SIMILAR
- PROVIDE MYKOSE POWER FERTILIZER IN EACH PLANT PIT PER MFG. SPECS.
-PROVIDE SOIL PREP TO A MIN. DEPTH OF 8" INCORPORATING THE FOLLOWING TYPICAL SPEC PER 500 S.F.
-2 1/2 C.Y. PREMIUM NITRIFIED COMPOSTED MULCH SOIL AMMENDMENT
- "2 LBS BALLANCE NPK FERTILIZER
- "IRONITE" SOIL ADDITIVE - PER MFG. RECOMMENDED APPLICATION
- THOROUGHLY TILL IN AMENDMENTS INTO TOP LAYER OF SOIL AND CULTIVATE INTO TOP 6" TO 8" OF SOIL WITH ROTOTILLER OR HAND CULTIVATE USE CARE WHEN WORKING NEAR PAVING REMOVE ALL NATIVE SOIL FROM PLANT PIT OFF SITE AND REPLACE WITH AMENDED SOIL PER ABOVE SPEC.
- ALL AREAS TO BE GRADED SMOOTH AND CLEAN. SET FINISH GRADES 1" MIN TO 2" MAX FROM TOP OF ADJACENT PAVING.
- SLOPE AREAS TO DRAINS OR SHEET FLOW AT 2% MIN.
- REMOVE ALL ROOTS, DEBRIS, ETC. FROM 3" OF SOIL AND HAUL

FERTILIZATION AFTER PLANTING:
- OWNER OR MAINTENANCE COMPANY TO FERTILIZE NEW PLANTINGS AT INTERVALS NOT TO EXCEED 45 DAYS DURING THE FIRST YEAR TO ESTABLISH PLANTINGS WITH MARINE CUISINE SLOW RELEASE FERTILIZER OR EQUAL - APPLY PER MFG. RECOMMENDED RATES.
- PROVIDE NATURAL COMPOST SUCH AS "MALIBU" COMPOST OR SIMILAR QUARTERLY. PULL BACK BARK, WORK IN AMENDMENT BY HAND AND REPLACE BARK
- PROVIDE COTTONSEED MEAL TO ALL PLANT MATERIALS IN SPRING - WORK IN TO TOP LAYER OF SOIL AND RELAY BARK
- PROVIDE SUPPLEMENTAL MINI BARK ANNUALLY WHERE NEEDED TO MAINTAIN MIN 3" DECOBARK MULCH IN ALL PLANTER BEDS WHERE INDICATED.
- WHERE GRAVEL IS USED AS A TOP DRESS PULL BACK GRAVEL AND AMMEND SOIL AS DESCRIBED ONCE QUARTERLY AND RELAY GRAVEL

INSTALLATION NOTES:
- COMPY WITH ALL CIRT CODES AND RESTRICTIONS FOR CONSTRUCTION, EROSION CONTROL, RUN OFF BMPS, EXPORT SOIL ETC. AS APPLICABLE TO LANDSCAPE INSTALLATION
- KEEP SITE CLEAN AND TIDY AND FREE OF LARGE DEBRIS PILES

WARRANTY:

-PROVIDE OWNER WITH WRITTEN GUARANTEE FOR IRRIGATION PARTS AND COMPONENTS
MAINTENANCE PERIOD:
-PROVIDE OWNER WITH 30 DAY MAINTENANCE PERIOD TYPICA

811 Know what's below. Call before you dig.

DISCLAIMER: ALL FAIR STUDIO DESIGN DOCUMENTS AND CORRESPONDENCE ARE CONCEPTUAL DESIGNS ONLY AND ARE NOT ENGINEERING OR ARCHITECTURAL SPECIFICATIONS.

FAIR
DESIGN OUTSIDE

PROJECT ADDRESS
A GREAT CLIENT'S FIRST AND LAST NAME
NUMBER

CLIENT
A GREAT CLIENT'S FIRST AND LAST NAME
NUMBER

DESIGNER
FAIR STUDIO
KELSEY@FAIR.STUDIO
2020 Perry Ave. A.
Redondo Beach, CA
8052725126

	DATE	DESCRIPTION
1		
2	8/22/22	PRELIMINARY SITE PLAN
3		
4		
5		
6		

SHEET TITLE
PLANTING PLAN

L 01

C PLANTING BOARD
SCALE: NO SCALE


SPINY HEADED MAT RUSH


SLENDER VELDT GRASS


PRIDE OF MADEIRA


BREEZE MAT RUSH


COFFEEBERRY


COAST ROSEMARY

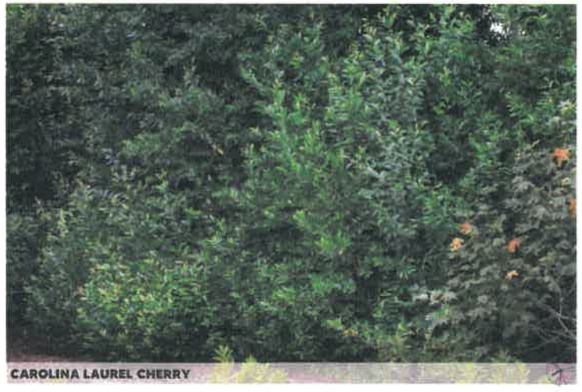

AGAVE BLUE FLAME


SONOMA SAGE


PERENIAL BASIL


SALVIA ALLEN CHICKERING


MADAGASCAR JASMINE

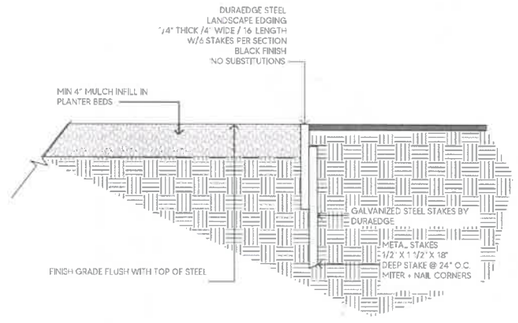

CAROLINA LAUREL CHERRY


COAST LIVE OAKS


ORANGE, LEMON, ETC.


MOCK ORANGE

7 DURA EDGE STEEL DETAIL
SCALE: NO SCALE



FAIR
DESIGN OUTSIDE

PROJECT ADDRESS
A GREAT CLIENT'S FIRST
AND LAST NAME
NUMBER

CLIENT
A GREAT CLIENT'S FIRST
AND LAST NAME
NUMBER

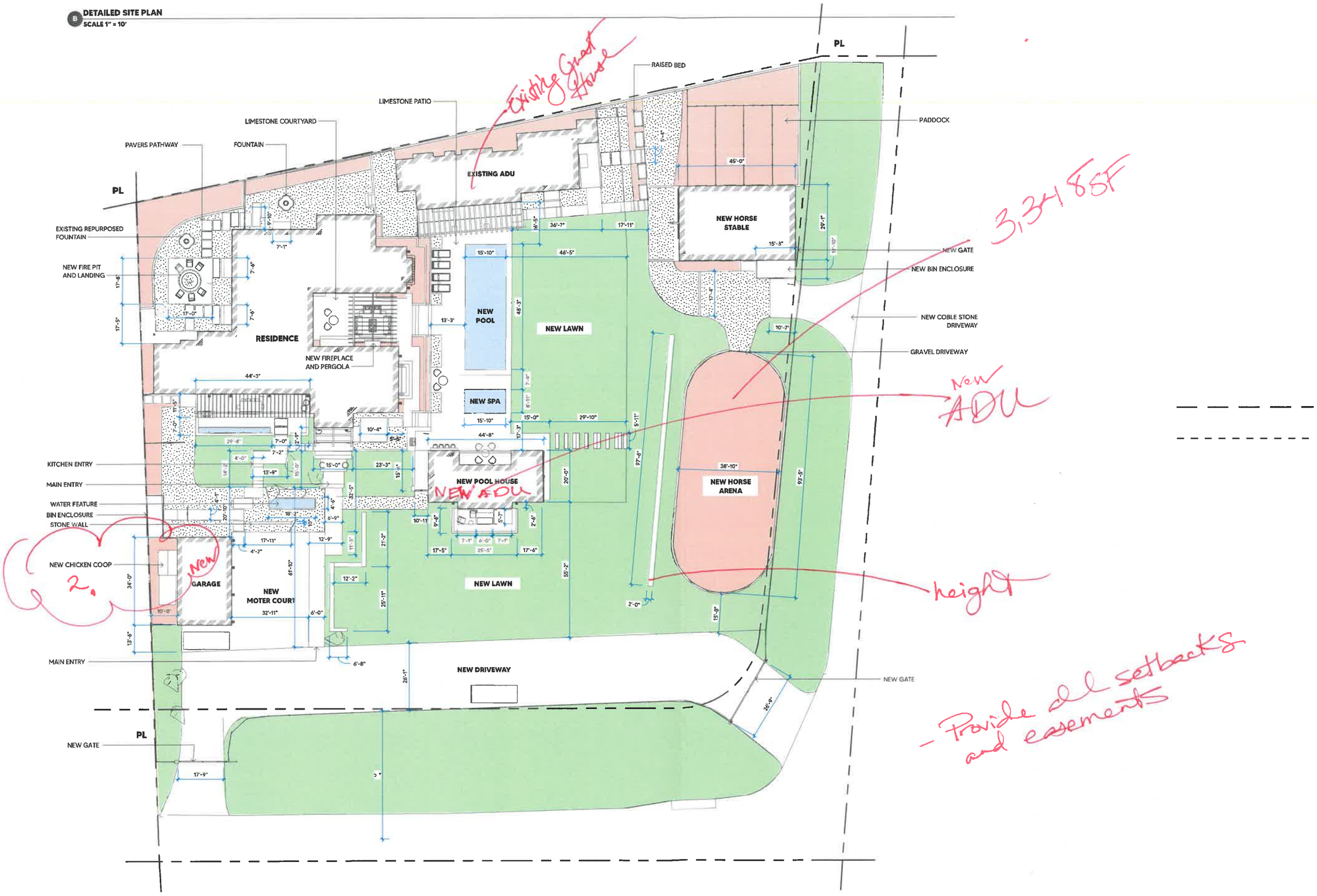
DESIGNER
FAIR STUDIO
KELSEY@FAIR.STUDIO
2020 Perry Ave. A.
Redondo Beach, CA
8052725126

	DATE	DESCRIPTION
1		
2	8/22/22	PRELIMINARY SITE PLAN
3		
4		
5		
6		

SHEET TITLE
PLANTING BOARD

L 02

B DETAILED SITE PLAN
SCALE 1" = 10'



Existing Guest House

3,348SF

New ADU

height

- Provide all setbacks and easements

DISCLAIMER: ALL FAIR STUDIO DESIGN DOCUMENTS AND CORRESPONDENCE ARE CONCEPTUAL DESIGNS ONLY AND ARE NOT ENGINEERING OR ARCHITECTURAL SPECIFICATIONS.

FAIR
DESIGN OUTSIDE

PROJECT ADDRESS
9 PORTUGUESE BEND RD
ROLLING HILLS, CA

CLIENT
GREG & MELISSA WILLIS

DESIGNER
FAIR STUDIO
KELSEY@FAIR.STUDIO
2020 Perry Ave. A,
Redondo Beach, CA
8052725126

#	DATE	DESCRIPTION
2		
3		
4		
5		
6		

SHEET TITLE
DETAILED SITE PLAN

L 03

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.A
Mtg. Date: 04/24/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **FISCAL YEAR 2022/23 INTERIM FINANCIAL REPORT FOR THE NINE MONTHS ENDED MARCH 31, 2023**

DATE: **April 24, 2023**

BACKGROUND:
Each quarter, City staff prepares a report on the status of revenues and expenditures versus budgeted amounts. The purpose of the report and related analysis is to evaluate the progress of expenditures throughout the year to identify any unusual trends that may require action to mitigate or address the fiscal impacts.

Most of the focus is on the General Fund, the City's primary and largest operating fund. However, this report also includes most of the restricted funds and the Refuse Fund.

With nine months of activity now in place, the report generally provides a good sense of how both revenues and expenditures will end the year. This will help develop better estimates for the fiscal year 2023/24 budget.

DISCUSSION:
Please see the narrative analysis of revenues and expenditures versus the budget through March 31, 2023 attached to this agenda report. In addition, a listing of all revenues and expenditures are provided as separate attachments to this report.

FISCAL IMPACT:
None

RECOMMENDATION:
Staff recommends the City Council receive and file the interim financial report for the nine months ended March 31, 2023.

ATTACHMENTS:
CL_AGN_230424_CC_Q3_Analysis_AllFunds_FY23.pdf
CL_AGN_230424_CC_GF_Revenues_BudgetVsActual_Thru03.31.pdf

CL_AGN_230424_CC_GF_Expenditures_BudgetVsActual_Thru03.31.pdf

CITY OF ROLLING HILLS
3rd Quarter Interim Financial Report
Fiscal Year 2022/2033

GENERAL FUND

General Fund Revenues

Total adopted fiscal year 2022/23 revenues are $2,778,388. For the first time, staff has attempted to calculate a "seasonally adjusted" budget through March 31, 2023 for those revenues that are not generally received evenly throughout the fiscal year to better evaluate how revenues are actually performing relative to expectations (i.e., the budget). The revenues that are subject seasonal fluctuations include Property Taxes, Real Property Transfer Tax, Vehicle License Fees, and Building Related Permit revenues. The adjusted budgets for all other revenues have been calculated at 75% of the budget based on nine out of twelve months of the year having elapsed.

The seasonally adjusted budget at March 31, 2023 total $1,719,550. In comparison, actual revenues through March 31, 2023 totaled $1,778,042, representing a favorable variance of $58,492. The table below summarizes all General Fund revenues through March 31, 2023.

	FY 2023 Adopted	Seasonally Adjusted Budget	Actual Thru 03/31/23	Variance Fav (Unfav)
401 Property Taxes	$ 1,425,207	$ 840,872	$ 860,460	$ 19,588
405 Sales Taxes	19,300	14,475	10,744	(3,731)
410 Property Transfer Tax	122,706	89,575	29,720	(59,855)
415 Other Taxes	-	-	546	546
420 Motor Vehicle In Lieu	252,000	126,000	132,885	6,885
440 Building & Other Permits	475,000	323,000	349,029	26,029
441 C&D Permits	-	-	4,200	4,200
450 Variance, Planning & Zoning	20,000	15,000	33,694	18,694
455 Animal Control Fees	250	188	92	(95)
460 Franchise Fees	14,000	10,500	10,048	(452)
480 Fines & Traffic Violations	4,500	3,375	2,581	(794)
482 Cost Recoivery - Publications	15,000	11,250	5,397	(5,853)
600 RHCA Lease Revenue	69,000	51,750	51,743	(7)
650 Public Safety Aug Fund	1,000	750	755	5
655 Burglar Alarm Response	500	375	-	(375)
670 Interest on Investments	40,000	30,000	82,610	52,610
671 PARS Earnings	20,239	15,179	14,282	(898)
675 Miscellaneous Revenue	5,000	3,750	5,745	1,995
699 Transfer In - ARPA Fund	220,682	165,512	165,512	-
699 Transfers In - Refuse Fund	24,000	18,000	18,000	-
TOTALS	**$ 2,728,383**	**$ 1,719,550**	**$ 1,778,042**	**$ 58,492**

The more notable variances include Real Property Transfer Tax, Building Permits, and Interest Income.

As expected, with the rise in mortgage rates beginning last summer, home sales have dropped precipitously, **Real Property Transfer Tax** revenues are $59,855 below expectations and are expected to end the year approximately $80,000 below the $122,706 adopted budget. In contrast, **Building Permit** revenues are exceeding the budget by $26,029. In contrast to staff expectations, revenues continue to be strong in spite of the recent rise in interest rates. However, we have only received payment through December 2022, so there is still a possibility that we will see revenues wane in the second half of the fiscal year. In any case, absent a material decline later this fiscal year, revenue should reach close to $600,000 by year-end, well above the $475,000 budget. Lastly, **Interest on Investments**, excluding the funds held in the Section 115 Pension Trust, totaled $82,610 and are $52,610 ahead of the prorated budget. This is due to the increase in interest rates and the $750,000 withdrawn from LAIF and invested in Certificate of Deposits at a higher rate than being paid by LAIF.

General Fund Expenditures

Budgeted expenditures for fiscal year 2022/23 total $4,384,286, which includes $1,221,642 budgeted for transfers to the Capital Projects Fund for capital improvement projects. Thus, the operating budget (before transfers) totals $2,994,145. The prorated operating budget through March 31, 2023, representing 75% of the budget, is $2,245,608. Actual operating expenditures through March 31, 2023 totaled $1,708,690, resulting in a favorable variance of $536,918.

The $536,918 is the result in variances in almost all departments, as shown in the table below. In most cases, the favorable variances are expected to carry through the rest of the fiscal year.

Department	Amended Budget	Pro-Rated Budget	Actuals Thru 03/31/23	Variance Favorable (Unfav)
City Administrator	$ 1,101,635	$ 826,226	$ 706,178	$ 120,048
Finance	140,500	105,375	141,070	(35,695)
Planning & Development	938,539	703,904	419,753	284,151
Public Safety	245,000	183,750	158,252	25,498
Non-Departmental	286,357	214,768	112,659	102,108
City Properties	282,114	211,585	170,777	40,808
Total Before Transfers	2,994,145	2,245,608	1,708,690	536,918
Transfers Out	1,390,142	1,042,606	258,431	784,175
GENERAL FUND TOTALS	**$ 4,384,286**	**$ 3,288,215**	**$1,967,121**	**$ 1,321,093**

A discussion of the key variances at the account level is provided below.

City Administrator/Manager Department

In total, actual expenditures of $706,178 are below the prorated budget of $826,226 by $120,048. This is largely due to three accounts: City Attorney, Consulting Fees, and Records Management. **City Attorney fees (801)** through March 31, 2023 totaled $59,609, which is $30,391 below the prorated budget of $90,000. This is primarily due to the lack of large projects requiring significant involvement of the City Attorney and generally less complicated matters involving the City Attorney. **Consulting Fees (890)** consists of $45,000 for contracted management of construction projects (Alan Palermo) and $17,000 for a Grant Writer for a total of $62,000. As of the current date, a grant writer has not been hired, which explains most of the variance. Lastly, the $46,700 budgeted for **Records Management (891)** consists of $45,000 for the digitization of City records. This effort has recently begun but no costs have been incurred thus far.

Finance Department

As of March 31, 2023, departmental expenditures totaled $141,070, resulting in a overage of $35,695. The total budget for the Finance budget of $140,500 consists of $120,000 for contracted finance staff (Director, Senior Accountant, and Payroll Technician), $18,500 for the annual audit, and $2,000 for subscription fees tied to the hosted financial accounting system. Of the total $35,695 overage, $34,069 is attributable to the contracted services. As discussed in previous reports, the overage is the result of several factors, some of which are of a short-term nature. Specifically, a significant amount of time has been required to address inaccuracies in the accounting records that were inherited from the previous contractor; training new City staff with proper coding of receipts and disbursements; and working with staff to become more knowledgeable of their budgets so they can better monitor and manage spending. We have also had considerable turnover in the accounts payable function, requiring time and effort to train new people. With the transition of these duties to a newly hired part-time City staff person, savings will be realized in the contract, and hopefully turnover will become less of an issue. Lastly, current contracted staff have focused on delivering a higher level and quality of service than the City received in past years, such as improving the quality of financial information to the City Manager and Council, maintain the City's financial records to a higher standard to ensure their accuracy, and providing more guidance, leadership, and engagement in financial matters, such as the budget as the budget development process.

Planning Department

The largest underspending ($284,151) was in the Planning Department where a number of expenditure accounts are below budget. The accounts with the largest variances are presented in the table below.

	Department/Object Account	Amended Budget	Pro-Rated Budget at 3/31/23	Actuals Thru at 3/31/23	Variance Favorable (Unfav)
802	Legal Expenses-Other	20,000	15,000	3,154	11,846
872	Property Development-Legal Exp	80,000	60,000	30,021	29,979
875	Willdan Building	50,000	37,500	11,623	25,878
878	Build Inspect. LA County	150,000	112,500	89,981	22,519
881	Storm Water Management	97,142	72,857	33,038	39,818
884	Special Project Study & Consulting	65,000	48,750	31,747	17,003
886	Code Enforcement	77,880	58,410	12,818	45,593
890	Consulting Fees - On-Call Maint (Onward)	24,470	18,353	1,313	17,040

Legal Expenses (802 and 872) – Both of these accounts relate to legal expenses. In general, there has been fewer large-scale projects this fiscal year than last fiscal year, such as the Housing Element update, grants and development projects, which has reduced the need for legal services.

Willdan Building review services (875) and Building/Planning – LA County (878) – Building and planning services are provided by both LA County Public Works Department and WIlldan (expedited services). Both are under budget because of the delays in invoicing. For LA County, they are usually 2-3 months behind in their billings each year. In addition, the $50,000 budget for Willdan may be too high. This is the first full fiscal year that we separated out the costs for Willdan from LA County, so the $50,000 was just a rough estimate. Staff will work on refining the budget in next year's budget.

Storm Water Management (881) – Costs are tracking below budget and is expected to end the year approximately $20,000 below budget.

Special Projects Study & Consulting (884) – This account includes $17,000 for the City's Arborist and $45,000 for the Safety Element. The actual cost for redoing CEQA docs for Safety & Housing Element were lower than anticipated, and the City has thus far not needed the services of the Arborist.

Code Enforcement (886) – There was a gap in service as the City switched to a new contractor, which has resulted in lower costs through March 31. In addition, the new contract was lowered to approximately $60,000.

Consulting Fees – On Call Maintenance (890) – This for as-needed services and thus far the service calls have been minimal.

Non-Departmental

The $286,357 Non-Departmental budget consists of Insurance, South Bay Community Support, Community Recognition, and the largest piece at $221,700, Emergency Preparedness as shown below.

	Department/Object Account	Amended Budget	Pro-Rated Budget at 3/31/23	Actuals Thru at 3/31/23	Variance Favorable (Unfav)
65 - NON-DEPARTMENTAL					
776	Miscellaneous Expenses	-	-	81	(81)
895	Insurance & Bond Expense	29,657	22,243	18,252	3,991
901	South Bay Comm. Organization	15,000	11,250	14,285	(3,035)
915	Community Recognition	20,000	15,000	4,018	10,982
917	Emergency Preparedness	221,700	166,275	76,105	90,170
	Total Non-Departmental	**286,357**	**214,768**	**112,659**	**102,108**

Furthermore, Emergency Preparedness account includes not only payments to the Palos Verdes Peninsula Land Conservancy for fuel load reduction efforts at $81,700, but also costs for Block Captains ($50,000), Alert Southbay ($15,000), EIS Annual Support ($15,000), E-Noticy Blackboard ($6,000), the Peninsula Expo ($13,000), wildland inspections ($7,500), and consultant costs to support enforcement of ordinances ($30,000). Costs in several of these will either not be incurred or will cost less than anticipated. In total, costs are expected to be approximately $125,000 by the end of the year, well below the annual budget.

RESTRICTED FUNDS

Transit/Transportation Funds

The City receives revenues, primarily from the County, that are restricted for specific purposes. These include the allocation of special sales tax measures approved by Los Angeles County voters over the last several decades that are restricted to transit and transportation programs and projects. The measures include Proposition A, Proposition C, Measure R, and Measure M. Since the City of Rolling Hills does not own and operate transit system and, in fact, has no transit service provided within the City limits, nor does the City own and maintain any public roads, the funds received pursuant to the four tax measures are either gifted to other agencies or exchanged for unrestricted monies with other agencies that can utilize the funds in accordance with their intended uses. Revenues received within these transit/transportation funds through the third quarter are in line with budgeted expectations.

Through the 3rd quarter, none of the transit/transportation revenues have been expended.

COPS Fund

The City also maintains a COPs Fund for monies received from the County's Supplemental Law Enforcement Services Fund, created in 2009 through an increase statewide to vehicle license fees. The revenues can only be used for supplemental law enforcement services and not to supplant existing funding from the General Fund for law enforcement. As of March 31, 2023, revenues of $165,371 have been received versus a total annual budget of $165,000. Thus revenues will exceed budget by fiscal year end. More importantly, this will provide additional funds to pay for increased Sheriff services, if needed.

Measure W Fund

The City receives an allocation of the countywide special parcel tax pursuant to the Measure W (Safe, Clean Water Act) for parcels located within the Los Angeles County Flood Control District. These revenues are intended for storm water recycling and water quality improvement projects and programs. The City receives a single payment each year for the full annual allocation. In December, the City received $104,457, which is very close to the $105,000 budget.

ENTERPRISE FUND

Refuse Fund

The Refuse Fund is the City's only enterprise fund. Enterprise funds are typically used to account for utilities owned and operated by governments, such as water, wastewater, electricity, and refuse, and other operations that are similar to those provided by the private sector, such as airports and golf courses.

The Refuse Fund accounts for the contracted waste collection and disposal for all City of Rolling Hills residents. The fees charged to City residents are processed as a "Direct Assessment" through the County Assessor's Office, which means the annual total of $1,100 is added to the property tax bill sent to property owners by the County and is payable in two installments. Thus, the payments the City receives from the County for refuse services coincide with the payments we receive for regular property taxes.

As of March 31, 2022, the City has received $498,915 versus an annual budget of $780,000. Last year, the City received $353,622 through January 31 and ended the year at $673,222. Based on recent projections, this, it appears the City will receive approximately $756,000 by the end of the current fiscal year. If so, this would be below the budgeted revenues of $780,000 by $24,000. Just as last year, when the General Fund contributed $249,229 versus the $168,500 amount budgeted, the City's General Fund may have to contribute more than the $168,500 budgeted this fiscal year to keep the Refuse Fund balanced.

CITY OF ROLLING HILLS
General Fund Revenues
Nine Months Ended March 31, 2023

	FY 2023 Adopted	Seasonally Adjusted Budget	Actual Thru 03/31/23	Variance Fav (Unfav)	Preliminary YE Estimate
Property Taxes	$ 1,425,207	$ 840,872	$ 860,460	$ 19,588	$ 1,458,407
Sales Taxes	19,300	14,475	10,744	(3,731)	13,500
Property Transfer Tax	122,706	89,575	29,720	(59,855)	40,713
Other Taxes	-	-	546	546	1,000
Motor Vehicle In Lieu	252,000	126,000	132,885	6,885	260,000
Building & Other Permits	475,000	323,000	349,029	26,029	600,000
C&D Permits	-	-	4,200	4,200	5,600
Variance, Planning & Zoning	20,000	15,000	33,694	18,694	44,926
Animal Control Fees	250	188	92	(95)	150
Franchise Fees	14,000	10,500	10,048	(452)	13,397
Fines & Traffic Violations	4,500	3,375	2,581	(794)	3,442
Cost Recoivery - Publications	15,000	11,250	5,397	(5,853)	7,196
RHCA Lease Revenue	69,000	51,750	51,743	(7)	69,000
Public Safety Aug Fund	1,000	750	755	5	1,007
Burglar Alarm Response	500	375	-	(375)	-
Interest on Investments	40,000	30,000	82,610	52,610	110,146
PARS Earnings	20,239	15,179	14,282	(898)	15,000
Miscellaneous Revenue	5,000	3,750	5,745	1,995	6,000
Transfer In - ARPA Fund	220,682	165,512	165,512	-	220,682
Transfers In - Refuse Fund	24,000	18,000	18,000	-	24,000
TOTALS	**$ 2,728,383**	**$ 1,719,550**	**$ 1,778,042**	**$ 58,492**	**$ 2,894,166**

CITY OF ROLLING HILLS
General Fund Expenditures
Budget Vs. Actual
Nine Months Ended March 31, 2023

Department/Object Account		Amended Budget	Pro-Rated Budget at 3/31/23	Actuals Thru at 3/31/23	Variance Favorable (Unfav)
01 - CITY ADMINISTRATOR					
702	Salaries -Full Time	$ 464,258	$ 348,194	$ 331,478	$ 16,716
705	Temporary Salaries	10,000	7,500	5,795	1,705
710	Retirement CalPERS-Employer	39,769	29,827	29,715	111
712	CalPERS Unfunded Liability	65,095	48,821	66,391	(17,570)
715	Workers Compensation Insurance	8,100	6,075	6,262	(187)
716	Group Insurance	71,316	53,487	56,724	(3,237)
717	Retiree Medical	35,231	26,423	25,124	1,300
718	Employer Payroll Taxes	36,997	27,748	19,920	7,828
719	Deferred Compensation	4,559	3,419	3,499	(80)
720	Auto Allowance	4,800	3,600	3,400	200
721	Phone Allowance	1,970	1,478	1,715	(238)
740	Office Supplies	11,000	8,250	9,964	(1,714)
745	Equipment Leasing Costs	11,450	8,588	8,137	450
750	Dues & Subscriptions	16,240	12,180	11,085	1,095
755	Conference Expense	10,000	7,500	2,451	5,049
757	Meetings Expense	2,000	1,500	2,604	(1,104)
759	Training & Education	5,000	3,750	1,000	2,750
761	Auto Mileage	500	375	326	49
765	Postage	21,000	15,750	14,100	1,650
775	City Council Expense	10,000	7,500	5,950	1,550
776	Miscellaneous Expenses	6,200	4,650	2,084	2,566
780	Communications/Newsletters & Outreach	5,000	3,750	-	3,750
785	Codification	5,000	3,750	3,446	304
790	Advertising	2,400	1,800	1,028	772
795	Other Gen Admin Expense	1,050	788	2,286	(1,498)
801	City Attorney	120,000	90,000	59,609	30,391
802	Legal Expense - Other	3,000	2,250	3,492	(1,242)

CITY OF ROLLING HILLS
General Fund Expenditures
Budget Vs. Actual
Nine Months Ended March 31, 2023

	Department/Object Account	Amended Budget	Pro-Rated Budget at 3/31/23	Actuals Thru at 3/31/23	Variance Favorable (Unfav)
820	Website	6,000	4,500	-	4,500
850	Election Expense City Council	15,000	11,250	1,149	10,101
890	Consulting Fees	62,000	46,500	23,858	22,643
891	Records Management	46,700	35,025	3,587	31,438
	Total City Administrator	**1,101,635**	**826,226**	**706,178**	**120,048**
05 - Finance					
740	Office Supplies	-	-	140	(140)
750	Dues & Subscriptions	2,000	1,500	2,910	(1,410)
810	Annual Audit	18,500	13,875	13,950	(75)
890	Consulting Fees	120,000	90,000	124,069	(34,069)
	Total Finance	**140,500**	**105,375**	**141,070**	**(35,695)**
15- PLANNING & DEVELOPMENT					
702	Salaries	236,748	177,561	127,337	50,224
703	Salaries - Part-Time	26,587	19,940	16,446	3,494
710	Retirement CalPERS-Employer	18,100	13,575	11,009	2,566
715	Workers Compensation Insurance	4,000	3,000	3,126	(126)
716	Group Insurance	44,275	33,206	25,703	7,503
718	Employer Payroll Taxes	20,237	15,178	10,358	4,819
720	Auto Allowance	1,200	900	850	50
721	Phone Allowance	600	450	425	25
761	Auto Mileage	300	225	-	225
750	Dues & Subscription	1,000	750	1,090	(340)
755	Conference Expense	5,000	3,750	-	3,750
759	Training & Education	1,000	750	625	125
790	Publication/Advertising/Noticing	15,000	11,250	9,091	2,159
802	Legal Expenses-Other	20,000	15,000	3,154	11,846
872	Property Development-Legal Exp	80,000	60,000	30,021	29,979

CITY OF ROLLING HILLS
General Fund Expenditures
Budget Vs. Actual
Nine Months Ended March 31, 2023

	Department/Object Account	Amended Budget	Pro-Rated Budget at 3/31/23	Actuals Thru at 3/31/23	Variance Favorable (Unfav)
875	Willdan Building	50,000	37,500	11,623	25,878
878	Build Inspect. LA County	150,000	112,500	89,981	22,519
881	Storm Water Management	97,142	72,857	33,038	39,818
884	Special Project Study & Consulting	65,000	48,750	31,747	17,003
886	Code Enforcement	77,880	58,410	12,818	45,593
890	Consulting Fees - On-Call Maint (Onward)	24,470	18,353	1,313	17,040
928	Traffic Engineering	10,000	7,500	3,883	3,618
	Total Planning & Development	**938,539**	**703,904**	**419,753**	**284,151**
25 - Public Safety					
830	Law Enforcement	225,000	168,750	151,476	17,274
833	Other Law Enforcement Expenses	4,000	3,000	1,782	1,218
837	Wild Life Mgmt & Pest Control	10,000	7,500	2,428	5,072
838	Animal Control Expense	6,000	4,500	2,566	1,934
	Total Public Safety	**245,000**	**183,750**	**158,252**	**25,498**
65 - NON-DEPARTMENTAL					
776	Miscellaneous Expenses	-	-	81	(81)
895	Insurance & Bond Expense	29,657	22,243	18,252	3,991
901	South Bay Comm. Organization	15,000	11,250	14,285	(3,035)
915	Community Recognition	20,000	15,000	4,018	10,982
917	Emergency Preparedness	221,700	166,275	76,105	90,170
	Total Non-Departmental	**286,357**	**214,768**	**112,659**	**102,108**

CITY OF ROLLING HILLS
General Fund Expenditures
Budget Vs. Actual
Nine Months Ended March 31, 2023

	Department/Object Account	Amended Budget	Pro-Rated Budget at 3/31/23	Actuals Thru at 3/31/23	Variance Favorable (Unfav)
75 - CITY PROPERTIES					
892	IT Services	54,000	40,500	37,270	3,230
893	Granicus Services	8,000	6,000	12,906	(6,906)
894	Computer Hardware Fund	5,000	3,750	1,879	1,871
925	Utilities	85,212	63,909	39,614	24,295
930	Repairs & Maintenance	117,402	88,051	68,919	19,132
932	Area Landscaping	12,500	9,375	8,871	504
946	Buildings & Equipment	-	-	1,318	(1,318)
947	Non-Building Improvements	-	-	-	-
	Total City Properties	**282,114**	**211,585**	**170,777**	**40,808**
	TOTALS BEFORE TRANSFERS	**2,994,145**	**2,245,608**	**1,708,690**	**536,918**
OPERATING TRANSFERS OUT					
999	Capital Improvement Fund (Fund 40)	1,166,845	875,133	132,056	743,077
999	CalOE Fund	54,797	41,098	-	41,098
999	Refuse Collection Fund (Fund 50)	168,500	126,375	126,375	(0)
	Total Transfers Out	**1,390,142**	**1,042,606**	**258,431**	**784,175**
	GENERAL FUND TOTALS	**$ 4,384,286**	**3,288,215**	**1,967,121**	**$ 1,321,093**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 04/24/2023

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

FROM: **PATRICK DONEGAN, CITY ATTORNEY**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **CONSIDER AND APPROVE AMENDED CITY MANAGER EMPLOYMENT CONTRACT**

DATE: **April 24, 2023**

BACKGROUND:
On August 13, 2018, the City Council approved an Employment Agreement with Elaine Jeng ("City Manager Jeng") providing for her employment as City Manager. Sections 5 and 12 of the Agreement provides that the Council will annually conduct a performance evaluation of the City Manager and consider a compensation adjustment at that time.

On April 12, 2021, the City Council approved the First Amendment to City Manager Jeng's Employment Agreement after conducting an annual performance review. On April 25, 2022, the City Council approved the Second Amendment to City Manager Jeng's Employment Agreement after conducting an annual performance review.

Under the Brown Act, performance evaluations are conducted in closed session in order to protect the privacy interest of the employee. The privacy interests of public employees in their work performance are no different than those of employees in the private sector.

DISCUSSION:
Throughout late 2022 and early 2023, the City Council conducted City Manager Jeng's performance evaluation for the preceding year. As a result of this performance evaluation certain terms of the Employment Agreement for City Manager Jeng are proposed to be amended. Specifically, a salary increase to the amount of Two Hundred Thirty-Nine Thousand and Three Hundred and Twenty-Eight Dollars ($239,328.00).

FISCAL IMPACT:
If the amended Employment Agreement is approved, there would be an expenditure increase to reflect the increase in salary to City Manager Jeng to the City Administration Department for Fiscal Year 2022-2023.

RECOMMENDATION:

Approve as recommended.

ATTACHMENTS:
Elaine Jeng Agreement 2018.08.13.pdf
CA_AGR_210409_ElaineJeng_FirstAmendment_F_E.pdf
CA_AGR_220426_ElaineJeng_SecondAmendment_F_E.pdf
Third AMENDMENT to CM agreement Elaine Jeng (2023)-c1-c1_ej.pdf

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 13th day of August, 2018, by and between the CITY OF ROLLING HILLS, a general law city and municipal corporation (hereinafter "City"), and ELAINE H. JENG (hereinafter "Employee"), both of whom understand as follows:

RECITALS

A. City desires to engage the services of Employee, and Employee desires to accept employment as City Manager of the City of Rolling Hills.

B. The City Council desires to:

(1) Encourage the highest standards of fidelity and public service on the part of Employee; and

(2) Provide a just means for terminating Employee's services at such time as she may be unable fully to discharge her duties, or when City may desire otherwise to terminate her employment.

C. The parties further desire to establish certain benefits and certain conditions of Employee's employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. City agrees to employ Employee as City Manager of City to perform the functions and duties specified in City's Municipal Code and the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign. Employee shall not consult or engage in other non-City connected business or employment (aside from community volunteer activities) without the prior knowledge and express approval of the City Council.

2. Term. Employee shall commence service as City Manager on September 24, 2018 and this Agreement shall continue in effect thereafter unless terminated as provided in Section 3 herein.

3. Termination and Resignation. plw

A. Employee's employment with the City is on an at-will basis. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate, by a majority vote of the City Council, the services of Employee without cause, at any time, subject only to the City providing written notice to Employee, and complying with paragraph D of this Section 3 and Section 2.04.230 of the Municipal Code. Notwithstanding the foregoing, notice of termination shall not be given during or within a period of ninety (90) days succeeding any general municipal election held in the City at which members of the City Council are elected.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from her position with City following three (3) years of service as City Manager (i.e. after September 24, 2021), subject only to Employee providing thirty (30) days prior written notice to the City. Employee's resignation shall be deemed accepted upon delivery of a written resignation to the Mayor, or if the Mayor is unavailable, the Mayor Pro Tem.

C. Notwithstanding the provisions of Paragraph A of this Section 3, in the event Employee is terminated by City for "cause," then City may terminate this Agreement immediately and Employee shall be entitled to only the compensation accrued up to the date of termination. As used in this section, "cause" shall mean any of the following:

(1) Conviction of any felony.

(2) Conviction of a misdemeanor arising directly out of the City Manager's duties pursuant to this Agreement involving a willful and intentional violation of law.

(3) Conviction of any crime involving moral turpitude.

(4) Removal from office by the Grand Jury.

(5) Willful abandonment of duties.

(6) A pattern of repeated, willful and intentional failure to carry out clear, unambiguous, materially significant and legally constituted policy decisions of the City Council made by the City Council as a body.

(7) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of Employer or its plw

organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of City, its officers or employees, or has a substantial and adverse effect on Employer's interests.

D. In the event Employee is terminated by the City Council at any time that Employee is still willing and able to perform the duties of City Manager, and the termination is without cause as "cause" is defined in Paragraph C above, then, subject to the limitations set forth in Government Code Section 53260, and upon delivery to the City of an executed Separation Agreement and release of all claims in a form acceptable to the City within 30 days of her termination, the City shall pay Employee a lump sum cash payment equal to six (6) month's base salary at that time. The word "termination" in this paragraph shall include a reduction in salary (other than an across-the-board reduction applicable to all senior level employees) or other financial benefits of Employee or Employee's resignation, if preceded by a formal request by a majority of the membership of the City Council that she resign.

E. Effect of Payment of Severance/Release.

(1) It is understood and agreed by the parties hereto that Employee is employed at will, and that upon the City's full payment of severance benefits to Employee, any right of Employee to continued employment with City is terminated and Employee releases and discharges City and its officers, agents and employees from any claim, demand, or cause of action or damages for wrongful termination.

(2) This Section does not otherwise affect, waive, nor release any other rights Employee may have under this Agreement, or applicable law.

(3) This Section will survive termination of the Agreement.

4. Revolving Door. Employee must comply with Government Code § 87406.3 for a period of one year after separating from service with City. This section will survive termination of this Agreement.

5. Salary. City agrees to pay Employee for the services required by this Agreement a monthly base annual salary of One Hundred Eighty-Seven Thousand Dollars ($187,000.00) payable in installments at the same time as other employees of the

City are paid. The salary shall be adjusted annually by the cost of living (COLA) on the same basis as other employees of the City. The salary shall be increased by an additional 1.6% commencing with the first pay period in October 2020.

City agrees to pay Employee a monthly car allowance of Two Hundred Dollars ($200) per month. The car allowance is intended to reimburse Employee for the use of her private vehicle for City business. Employee must provide her own automobile for her use in performing her duties and is responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. Employee shall use her personal cellular telephone for transaction of City business and City agrees to reimburse Employee $110 per month for use of her phone for business.

At the time of her annual evaluation as provided for in paragraph 12 herein, City agrees to evaluate Employee's salary and/or any other benefits Employee receives under this Agreement and to make modifications in such amounts and to such an extent (whether in the nature of a cost of living adjustment, merit increase, bonus or other compensation enhancement or otherwise) as City Council in its discretion may determine that it is desirable to do so. Employee may be given exceptional performance recognition in the form of a one-time check for exceptional performance during the prior fiscal year.

6. Hours of Work. Employee shall work a 9/75-work schedule, meaning that she is entitled to be off work on alternate Fridays. That notwithstanding, Employee's duties may involve expenditures of time in excess of seventy-five (75) hours per two week period, and will also include time outside normal office hours such as attendance at City Council and other meetings. Employee shall be exempt from paid overtime compensation and from Fair Labor Standard Act work hour restrictions. Employee may, upon coordination with the City Council, exercise a flexible work schedule in light of the time she devotes outside normal business hours to the business of the City.

7. Retirement and Insurance Benefits.

A. Retirement. During the term of this plw

Agreement, City shall contribute to employer's portion and Employee shall contribute to Employee's portion of Employee's membership in the Public Employees Retirement System. Employee shall pay any legally required Social Security withholding. City shall fund a "457" deferred compensation plan on Employee's behalf, payable in 26 equal installments concurrent with employee pay periods, commencing in the amount of 1% of base salary commencing at the third year of employment (the first pay period in October, 2020) as provided in the Employee Handbook and Personnel Policy Manual.

B. Medical and Other Insurance. City shall provide Employee with the same health insurance, disability insurance and life insurance benefits as is provided to other employees of the City. City shall provide Employee with a term life insurance policy in the face amount of $250,000.

C. Other Insurance. City shall provide and pay for all other insurance mandated by State law.

D. Termination of Benefits. Notwithstanding the foregoing, City's obligation to pay Employee health benefits, including dependents, terminates upon the employment of Employee by another employer on the date such benefits are effective for Employee.

8. Sick Leave, Vacation and Holidays.

A. Sick Leave. Employee shall earn 3.46 hours of sick leave per pay period up to a maximum accrual of 225 hours. Employee may carry over accrued sick leave as provided in the Employee Handbook and Personnel Policy Manual.

B. Vacation. Employee shall earn 159 hours of vacation per year. Employee may elect to cash out unused vacation as provided in the Employee Handbook and Personnel Policy Manual.

C. Management Leave. Employee shall be provided forty (40) hours of management leave each calendar year in lieu of the floating holiday provided for in the Employee Handbook and Personnel Policy Manual. Management leave will not accrue plw

or carry over from year to year nor does it have any cash value. Management leave will be prorated for partial years' service.

D. Other Leave. Employee shall be entitled to bereavement leave in the same manner as employees of the City.

E. Holidays. Employee shall be entitled to the same number of paid holidays per year as provided to other City employees.

9. Professional Development. City agrees to budget for and pay travel and subsistence expenses of Employee for professional travel, official travel, meetings necessary to pursue official and other functions for the City and to continue professional development of Employee, to the extent deemed reasonable by the City Council.

10. Memberships. City agrees to pay Employee's membership dues in the International City Management Association ("ICMA"), California League of Cities, California City Managers Foundation and other similar organizations to which City is a member, at City expense with prior City approval. Employee shall have a reasonable right to attend meetings of such organizations.

11. General Expenses. City recognizes that certain extraordinary expenses of a nonpersonal and job affiliated nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are submitted to the City Council within thirty (30) days for approval and which are supported by expense receipts, statements or personal affidavits, and an audit thereof in like manner as other demands against the City.

12. Evaluation of Performance. On or about the six (6)-month anniversary of the commencement of this Agreement, the City Council shall review and provide Employee with an evaluation of her performance based on criteria established by the Council with Employee's assistance. The City Council shall again conduct such evaluation on Employee's one year anniversary date and annually thereafter, or at any other time requested by Employee. Notwithstanding the foregoing, the City Council may evaluate Employee at any time.

plw

13. Other Terms and Conditions of Employment. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code, or other applicable law.

14. Assembly Bill 1344 Compliance. To the extent CITY provides: (i) paid leave to Employee pending an investigation; (ii) funds for the legal criminal defense of the Employee; and/or (iii) a cash settlement to Employee related to the termination of the Employee pursuant to Paragraph 3 of this Agreement and Government Code Section 53243 et seq., Employee shall fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) of this section in the event that the Employee is convicted of a crime involving the abuse of her office or position.

15. General Provisions.

A. The text herein shall constitute the entire agreement between the parties. No representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by a written, fully executed agreement of the Parties.

B. If Employee dies or becomes incapacitated during the term of this Agreement, any accrued and unpaid wages provided by the terms of this Agreement shall be paid by City to Employee's spouse.

C. If any provision or portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. City agrees to defend and indemnify Employee in accordance with the California Government Code. This Section will survive termination of the Agreement.

E. City shall bear the cost of any fidelity or other bonds required of Employee under any law or ordinance.

F. This Agreement may be changed or amended by the mutual written consent of City and Employee. Any benefits to Employee under this Agreement

may be increased or added to by motion of the City Council without formal amendment to this Agreement.

G. Employee is expected to conform to the ICMA Code of Ethics and must comply with all applicable provisions of the City's conflict of interest code.

H. This Agreement shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in the state court in the County of Los Angeles, California.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

EMPLOYEE

ELAINE H. JENG, P.E.

CITY OF ROLLING HILLS

By:

PATRICK WILSON, MAYOR

ATTEST:

CITY CLERK

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 12th day of April, 2021, by and between the CITY OF ROLLING HILLS, a general law city and municipal corporation (hereinafter "City"), and ELAINE H. JENG (hereinafter "Employee"), both of whom understand as follows:

RECITALS

A. City and Employee entered into an Employment Agreement on August 13, 2018 to appoint Employee as City Manager of the City of Rolling Hills (the "Agreement").

B. City evaluated Employee's annual performance for the period of September 28, 2019 to September 28, 2020 under the terms of the Agreement.

C. City and Employee now desire to amend the Agreement to increase the annual salary, car allowance, and management leave and to reflect a higher contribution for Employee's health insurance and 457 plan (the "First Amendment").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Paragraph 5 (Salary) of the Agreement is amended to read as follows:

5. Salary. City agrees to pay Employee for the services required by this Agreement a monthly base annual salary of Two Hundred and Ten Thousand Dollars ($210,000.00) payable in installments at the same time as other employees of the City are paid. The salary shall be adjusted annually by the cost of living (COLA) on the same basis as other employees of the City.

City agrees to pay Employee a monthly car allowance of Four Hundred Dollars ($400) per month. The car allowance is intended to reimburse Employee for the use of her private vehicle for City business. Employee must provide her own automobile for her use in performing her duties and is responsible for all maintenance, repair, fuel

and insurance expenses for said vehicle. Employee shall use her personal cellular telephone for transaction of City business and City agrees to reimburse Employee $110 per month for use of her phone for business.

At the time of her annual evaluation as provided for in paragraph 12 herein, City agrees to evaluate Employee's salary and/or any other benefits Employee receives under this Agreement and to make modifications in such amounts and to such an extent (whether in the nature of a cost of living adjustment, merit increase, bonus or other compensation enhancement or otherwise) as City Council in its discretion may determine that it is desirable to do so. Employee may be given exceptional performance recognition in the form of a one-time check for exceptional performance during the prior fiscal year.

2. Paragraph 11 (Retirement and Insurance Benefits) of the Agreement is amended to read as follows:

11. Retirement and Insurance Benefits.

A. Retirement. During the term of this Agreement, City shall contribute to employer's portion and Employee shall contribute to Employee's portion of Employee's membership in the Public Employees Retirement System. Employee shall pay any legally required Social Security withholding. City shall fund a "457" deferred compensation plan on Employee's behalf, payable in 26 equal installments concurrent with employee pay periods, in the amount of 2% of Employee's annual salary.

B. Medical and Other Insurance. City shall pay the entirety of the cost of health insurance for Employee, including her dependents. City shall provide Employee with the same disability insurance and life insurance benefits as is provided to other employees of the City. City shall provide Employee with a term life insurance policy in the face amount of $250,000.

C. Other Insurance. City shall provide and pay for all other insurance mandated by State law.

D. Termination of Benefits. Notwithstanding the foregoing, City's obligation to pay Employee health benefits, including dependents, terminates upon

the employment of Employee by another employer on the date such benefits are effective for Employee.

3. Paragraph 12 (Sick Leave, Vacation and Holidays) of the Agreement is amended to read as follows:

12. Sick Leave, Vacation and Holidays.

A. Sick Leave. Employee shall earn 3.46 hours of sick leave per pay period up to a maximum accrual of 225 hours. Employee may carry over accrued sick leave as provided in the Employee Handbook and Personnel Policy Manual.

B. Vacation. Employee shall earn 159 hours of vacation per year. Employee may elect to cash out unused vacation as provided in the Employee Handbook and Personnel Policy Manual.

C. Management Leave. Employee shall be provided eighty (80) hours of management leave each calendar year, all of which will be available for Employee's use as of January 1 of each year this Agreement is in effect, in lieu of the floating holiday provided for in the Employee Handbook and Personnel Policy Manual. Management leave will not accrue or carry over from year to year nor does it have any cash value. Management leave will not be prorated for partial years' service.

D. Other Leave. Employee shall be entitled to bereavement leave in the same manner as employees of the City.

E. Holidays. Employee shall be entitled to the same number of paid holidays per year as provided to other City employees.

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

5. This First Amendment shall be effective as of March 10, 2021.

IN WITNESS WHEREOF the parties have executed this First Amendment as of the day and year first above written.

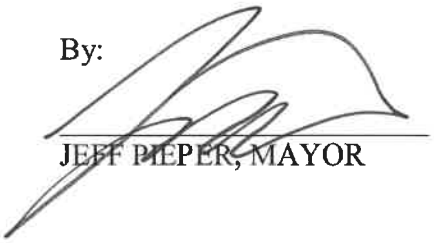
EMPLOYEE



ELAINE H. JENG, P.E.

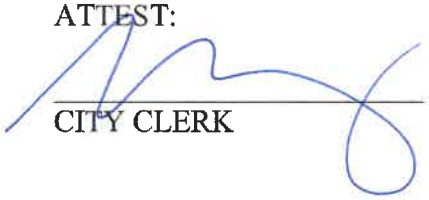
CITY OF ROLLING HILLS

By:



JEFF PIEPER, MAYOR

ATTEST:



CITY CLERK

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 25th day of April, 2022, by and between the CITY OF ROLLING HILLS, a general law city and municipal corporation (hereinafter "City"), and ELAINE H. JENG (hereinafter "Employee"), both of whom understand as follows:

RECITALS

A. City and Employee entered into an Employment Agreement on August 13, 2018 to appoint Employee as City Manager of the City of Rolling Hills (the "Agreement").

B. City and Employee entered into a First Amendment to the Agreement on April 12, 2021 to increase the annual salary, car allowance, and management leave and to reflect a higher contribution for Employee's health insurance and 457 plan (the "First Amendment").

C. City evaluated Employee's annual performance for the period of September 28, 2020 to September 28, 2021 under the terms of the Agreement.

D. City and Employee now desire to amend the Agreement for a second time to increase the annual salary, provide a one-time bonus payment, and allow cash out of vacation accrual without requiring use of one week of vacation as a condition precedent (the "Second Amendment").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Paragraph 5 (Salary) of the Agreement is amended to read as follows:

5. Salary. City agrees to pay Employee for the services required by this Agreement a monthly base annual salary of Two Hundred Twenty Thousand and Two Hundred and Twenty-Three Dollars ($220,223.00) payable in installments at the

same time as other employees of the City are paid. The salary shall be adjusted annually by the cost of living (COLA) on the same basis as other employees of the City.

City agrees to pay Employee a monthly car allowance of Four Hundred Dollars ($400) per month. The car allowance is intended to reimburse Employee for the use of her private vehicle for City business. Employee must provide her own automobile for her use in performing her duties and is responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. Employee shall use her personal cellular telephone for transaction of City business and City agrees to reimburse Employee $110 per month for use of her phone for business.

At the time of her annual evaluation as provided for in paragraph 12 herein, City agrees to evaluate Employee's salary and/or any other benefits Employee receives under this Agreement and to make modifications in such amounts and to such an extent (whether in the nature of a cost of living adjustment, merit increase, bonus or other compensation enhancement or otherwise) as City Council in its discretion may determine that it is desirable to do so. Employee may be given exceptional performance recognition in the form of a one-time check for exceptional performance during the prior fiscal year.

2. Paragraph 12 (Sick Leave, Vacation and Holidays) of the Agreement is amended to read as follows:

11. Sick Leave, Vacation and Holidays.

A. Sick Leave. Employee shall earn 3.46 hours of sick leave per pay period up to a maximum accrual of 225 hours. Employee may carry over accrued sick leave as provided in the Employee Handbook and Personnel Policy Manual.

B. Vacation. Employee shall earn 159 hours of vacation per year. In December of each year, if Employee has over two weeks of accrued vacation, Employee may "cash out" up to two weeks of the accrued vacation (75 hours) at Employee's base rate of pay.

C. Management Leave. Employee shall be provided eighty (80) hours of management leave each calendar year in lieu of the floating holiday provided for in the Employee Handbook and Personnel Policy Manual. Management

leave will not accrue or carry over from year to year nor does it have any cash value. Management leave will be prorated for partial years' service.

D. Other Leave. Employee shall be entitled to bereavement leave in the same manner as employees of the City.

E. Holidays. Employee shall be entitled to the same number of paid holidays per year as provided to other City employees.

3. Upon full execution of this Second Amendment, City agrees to pay Employee a one-time bonus in the amount of $5,604.00.

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

5. This Second Amendment shall be effective as of January 24, 2022.

IN WITNESS WHEREOF the parties have executed this Second Amendment as of the day and year first above written.

EMPLOYEE

ELAINE H. JENG, CITY MANAGER

CITY OF ROLLING HILLS

By:

JIM BLACK, MAYOR

ATTEST:

CHRISTIAN HORVATH, CITY CLERK

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 24th day of April, 2023, by and between the CITY OF ROLLING HILLS, a general law city and municipal corporation (hereinafter "City"), and ELAINE H. JENG (hereinafter "Employee"), both of whom understand as follows:

R E C I T A L S

A. City and Employee entered into an Employment Agreement on August 13, 2018 to appoint Employee as City Manager of the City of Rolling Hills (the "Agreement").

B. City and Employee entered into a First Amendment to the Agreement on April 12, 2021 to increase the annual salary, car allowance, and management leave and to reflect a higher contribution for Employee's health insurance and 457 plan (the "First Amendment").

C. City and Employee entered into a Second Amendment to the Agreement on April 25, 2022 to increase the annual salary, provide a one-time bonus payment, and allow cash out of vacation accrual without requiring use of one week of vacation as a condition precedent,

C. City evaluated Employee's annual performance for the period of under the terms of the Agreement.

D. City and Employee now desire to amend the Agreement for a third time to increase the annual salary (the "Third Amendment").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Paragraph 5 (Salary) of the Agreement is amended to read as follows:

5. Salary. City agrees to pay Employee for the services required by this Agreement a base annual salary of Two Hundred Thirty-Nine Thousand and Three

Hundred and Twenty-Eight Dollars ($239,328.00) payable in installments at the same time as other employees of the City are paid. The salary shall be adjusted annually by the cost of living (COLA) on the same basis as other employees of the City.

City agrees to pay Employee a monthly car allowance of Four Hundred Dollars ($400) per month. The car allowance is intended to reimburse Employee for the use of her private vehicle for City business. Employee must provide her own automobile for her use in performing her duties and is responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. Employee shall use her personal cellular telephone for transaction of City business and City agrees to reimburse Employee $110 per month for use of her phone for business.

At the time of her annual evaluation as provided for in paragraph 12 herein, City agrees to evaluate Employee's salary and/or any other benefits Employee receives under this Agreement and to make modifications in such amounts and to such an extent (whether in the nature of a cost of living adjustment, merit increase, bonus or other compensation enhancement or otherwise) as City Council in its discretion may determine that it is desirable to do so. Employee may be given exceptional performance recognition in the form of a one-time check for exceptional performance during the prior fiscal year.

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

3. This Third Amendment shall be effective as of April 1, 2023.

[Signature page to follow]

IN WITNESS WHEREOF the parties have executed this Third Amendment as of the day and year first above written.

EMPLOYEE

_____
ELAINE H. JENG, CITY MANAGER

CITY OF ROLLING HILLS

By:

_____
PAT WILSON, MAYOR

ATTEST:

_____
CHRISTIAN HORVATH, CITY CLERK