City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA
Regular City Council Meeting

CITY COUNCIL
Monday, March 11, 2024

CITY OF ROLLING HILLS
7:00 PM

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

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

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

Next Resolution No. 1361

Next Ordinance No. 385

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

4.A. MAYOR'S PRESENTATION OF CERTIFICATE RECOGNIZING CAPTAIN JAMES C. POWERS FOR HIS 36 YEARS OF SERVICE TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
RECOMMENDATION: Present certificate.

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 MARCH 11, 2024
RECOMMENDATION: Approve.
CL_AGN_240311_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: FEBRUARY 26, 2024 REGULAR MEETING
RECOMMENDATION: Approve as presented.
CL_MIN_240226_CC_F.pdf

8.D. PAYMENT OF BILLS
RECOMMENDATION: Approve as presented.
CL_AGN_240311_CC_PaymentOfBills_E.pdf

8.E. ADOPT RESOLUTION NO. 1359 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $34,420.39 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR CONTINUED FUNDING OF THE REGIONAL AUTOMATED LICENSE PLATE RECOGNITION (ALPR) PROGRAM, ONE-TIME CAMERA REPLACEMENT PURCHASE, INSTALLATION, AND ONGOING MAINTENANCE
RECOMMENDATION: Approve as presented.
ResolutionNo1359_ALPR_Program_BudgetAmendment_F_Redacted.pdf

8.F. ADOPT RESOLUTION NO. 1360 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $658.21 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR THE LOMITA STATION SHERIFF'S DEPARTMENT PURCHASE OF LIDAR/RADAR SPEED DETECTION DEVICE EQUIPMENT FOR USE IN THE THREE REGIONAL CONTRACT LAW PENINSULA CITIES
RECOMMENDATION: Approve as presented.
ResolutionNo1360_LIDAR_RADAR_BudgetAmendment_F.pdf

8.G. RECEIVE AND FILE THE ANNUAL PROGRESS REPORTS FOR THE GENERAL PLAN.
RECOMMENDATION: Receive and file.
PL_GPN_APR_2023_RollingHillsGeneralPlanAPR.pdf

8.H. RECEIVE AND FILE THE ANNUAL PROGRESS REPORT FOR THE HOUSING ELEMENT.
RECOMMENDATION: Receive and file.
PL_GPN_APR_2023_HCD_Announcement.pdf

PL_GPN_APR_2023_HousingElementAPR_F.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

13. NEW BUSINESS

13.A. CONSIDERATION OF REQUEST FROM THE ROLLING HILLS COMMUNITY ASSOCIATION TO APPROVE INSTALLATION OF A BACKUP NATURAL GAS GENERATOR AT THE NORTHEAST CORNER OF THEIR BUILDING

RECOMMENDATION: Approve as presented.

Attachment A - CL_AGN_240311_CC_RHCA_GeneratorRequestLetter.pdf
Attachment B - CL_AGN_240311_CC_RHCA_LTGenerator_Proposal.pdf
Attachment C - CL_AGN_240311_CC_RHCA_Generator_Location.pdf
Attachment D - CL_AGN_240311_CC_RHCA_LTGenerator_Specs.pdf

13.B. RECEIVE AND FILE AN UPDATE FROM SITELOGIQ REGARDING THE SOLAR PHOTOVOLTAIC DUAL-FUEL EMERGENCY GENERATOR PROJECT FOR THE CITY HALL CAMPUS BACK-UP POWER / RESILIENCY AND TIMELINE TOWARDS A PUBLIC HEARING

RECOMMENDATION: Receive and file, provide direction to staff and SiteLogIQ to bring the project presentation to the Planning Commission and RHCA Board before returning for a formal Public Hearing with the City Council.

CL_AGN_240311_CC_SiteLogiQ_DER_OptionsMatrix.pdf

14. MATTERS FROM THE CITY COUNCIL

14.A. RECEIVE A REPORT ON THE ACTION OF THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) BOARD OF DIRECTORS REGARDING MEMBERSHIP DUES AND PROVIDE DIRECTION TO STAFF (COUNCILMEMBER DIERINGER)

RECOMMENDATION: Receive and file. Provide direction to staff.

CL_AGN_240224_CC_SBCCOG_NOI_Dues.pdf
CL_AGN_240125_CC_SBCCOG_FInanceCommRecs_Dues.pdf
CL_AGN_240311_CC_SBCCOG_Services_Estimates_RH.pdf
CL_AGN_240311_CC_SBCCOG_FY23-24_Mid-YearBudget.pdf

14.B. DISCUSSION REGARDING AT&T'S APPLICATIONS TO THE CALIFONIA PUBLIC UTILITIES COMMISSION REQUESTING REMOVAL OF OBLIGATION TO PROVIDE TRADITIONAL LANDLINE PHONE SERVICE WITHIN THEIR SERVICE TERRITORY AS CARRIER OF LAST RESORT AND REQUEST TO GIVE UP ITS DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER (COUNCILMEMBER DIERINGER)

RECOMMENDATION: Receive and file. Provide direction to staff.

Attachment A - CL_AGN_240311_CC_AT&T_COLR_SummaryOfPartyPositions.pdf
Attachment B - CL_AGN_240311_CC_AT&T_COLR_ETC_PPH_FactSheet.pdf
Attachment C - CL_AGN_240311_CC_AT&T_COLR_Map.pdf
Attachment D - CL_AGN_240311_CC_AT&T_CA_Modernization_Network_FAQs.pdf
Attachment E - CL_AGN_240311_CC_AT&T_CA_Modernization_Public Safety_FAQs.pdf
Attachment F - CL_AGN_240311_CC_PublicForumFlyer_ATT_A23.03-003.pdf
Attachment G - CL_AGN_240311_CC_HiddenHills_Letter.pdf

15. MATTERS FROM STAFF

15.A. CONSIDER AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO A PROFESSIONAL SERVICE AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE CIVIL ENGINEERING, CITY ENGINEERING, CITY TRAFFIC ENGINEERING, BUILDING OFFICIAL AND GEOTECHNICAL ENGINEERING SERVICES FOR THE CITY ON AN ON-CALL BASIS

RECOMMENDATION: Approve as presented.

Willdan-Building Official Fully Executed_2008.pdf
Willdan Agr 1st Amedment_2010.pdf
Willdan Agr 2nd amendment_2012.pdf
Willdan Agr 3rd amendment_2015.pdf
Emails_Vanessa_Munoz.pdf

16. RECESS TO CLOSED SESSION

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

RECOMMENDATION: None.

CL_AGN_240122_LARWQCB_DOM-OF-004_Toxics_EPL.pdf
CL_AGN_240122_LARWQCB_LariatNutrients_EPL.pdf
CL_AGN_240122_LARWQCB_RHE_CityHallNutrients_EPL.pdf

16.B. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION - (PARAGRAPH (2) OF SUBDIVISION (D) AND PARAGRAPH (2) OF SUBDIVISION (E) OF GOVERNMENT CODE SECTION 54956.9) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE CITY IN THE LITIGATION. SIGNIFICANT EXPOSURE TO CIVIL LITIGATION (1 POTENTIAL CASE) â€“ THREAT OF LITIGATION FROM RESIDENTS IN AND AROUND THE FLYING TRIANGLE MADE TO CITY OFFICIALS AND THE CITY MANAGER R EGARDING THE THREAT OF A LANDSLIDE DUE TO INCREASED RAIN EVENTS AND WATER DRAINAGE IN THE AREA.

RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, March 25, 2024, at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

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

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

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

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **MAYOR'S PRESENTATION OF CERTIFICATE RECOGNIZING CAPTAIN JAMES C. POWERS FOR HIS 36 YEARS OF SERVICE TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

DATE: **March 11, 2024**

BACKGROUND:
Captain James C. Powers will be retiring on March 31, 2024, after dedicating 36 years of service to the Los Angeles County Sheriff's Department (LASD). He began his career with LASD on August 24, 1988. Over the course of his early career, he worked numerous assignments including in the Men's Central Jail and at the Lakewood Sheriff's Station as a patrol deputy, field training officer, special assignment officer and detective.

In 2002, Captain Powers promoted to Sergeant and worked as a floor sergeant and watch sergeant in the Men's Cental Jail, as a field supervisor and detective sergeant at the Norwalk Sheriff's Station, and then at the LASD Training Bureau, Community Policing Institute-California where he delivered training to law enforcement agencies.

In 2014 Captain Powers promoted to Lieutenant and again worked at the Lakewood Sheriff's Station. In 2017, he transferred to the LASD Internal Affairs Bureau.

In 2019, he was promoted to Captain and assigned to the Lomita Sheriff's Station where he helped bring stability, harmony and exceptional service to the City, Peninsula, Lomita and unincorporated areas of San Pedro.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:

Present certificate.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 11, 2024**

DATE: **March 11, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_240311_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 2218 **Meeting Date**: 3/11/2024

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF MARCH 11, 2024

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council
Posting Type	Adjourned Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	MARCH 11, 2024 7:00pm Open Session

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

Christian Horvath, City Clerk

Date: March 8, 2024

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

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

DATE: **March 11, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

Agenda Item No.: 8.C
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 26, 2024 REGULAR MEETING**

DATE: **March 11, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_240226_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, February 26, 2024
Regular Meeting 7:00 p.m.

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE – Councilmember Dieringer

4. PRESENTATIONS / PROCLAMATIONS / ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

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

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL) – NONE

7. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 26, 2024

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

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 12, 2024 REGULAR MEETING

8.D. PAYMENT OF BILLS

8.E. REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR JANUARY 2024

8.F. ADOPT RESOLUTION NO. 1358 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $12,500 IN THE GENERAL FUND WILDLIFE MANAGEMENT AND PEST CONTROL ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR WILDLIFE SPECIALIST AND CONSULTANT SERVICE FOR A SIX-MONTH TRIAL PERIOD

8.G. APPROVE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR A ONE-YEAR EXTENSION FOR CODE ENFORCEMENT SERVICES

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

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

9. EXCLUDED CONSENT CALENDAR ITEMS – NONE

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS – NONE

13. NEW BUSINESS

13.A. FISCAL YEAR 2023/24 MID-YEAR REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2023

Presentation by Finance Director Robert Samario

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

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

13.B. APPROVE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE FOUR PENINSULA CITIES AND VIGILANT SOLUTIONS FOR CONTINUED FUNDING OF THE REGIONAL AUTOMATED LICENSE PLATE RECOGNITION (ALPR) PROGRAM, ONE-TIME CAMERA REPLACEMENT PURCHASE, INSTALLATION, AND ONGOING MAINTENANCE

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

Motion by Councilmember Dieringer, seconded by Councilmember Wilson to approve and use funding from reserves. Motion carried unanimously with the following vote:

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

13.C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE LOMITA STATION SHERIFF'S DEPARTMENT PURCHASE OF LIDAR/RADAR SPEED DETECTION DEVICE EQUIPMENT FOR USE IN THE THREE REGIONAL CONTRACT LAW PENINSULA CITIES

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

Public Comment: Los Angeles Sheriff Department Deputy Darlene Lopez

Motion by Councilmember Wilson, seconded by Councilmember Dieringer to approve as presented and direct staff to return with a budget amendment. Motion carried unanimously with the following vote:

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

14. MATTERS FROM THE CITY COUNCIL

Councilmember Dieringer requested a future agenda item to discuss the recent South Bay Cities Council of Governments vote regarding an intent to raise dues. She also requested that staff set a date in advance of the 6-month trial period to discuss the potential of hiring Wildlife Specialist & Consultant on a permanent basis. Her final request was to agendize a discussion specific to AT&T petition to the California Public Utilities Commission regarding removal of their copper landlines.

15. MATTERS FROM STAFF

15.A. CONSIDERATION OF PARTICIPATING IN SECOND ANNUAL ARBOR DAY EVENT AT THE CITY HALL CAMPUS ON APRIL 26, 2024

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

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

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

16. RECESS TO CLOSED SESSION – NONE

17. RECONVENE TO OPEN SESSION – NONE

18. ADJOURNMENT: 8:37 P.M.

The meeting was adjourned at 8:37 p.m on February 26, 2024. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, March 11, 2024 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: https://www.rolling-hills.org/government/agenda/index.php

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

Respectfully submitted,

_____
Christian Horvath, City Clerk

Approved,

_____
Leah Mirsch, Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **PAYMENT OF BILLS**

DATE: **March 11, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

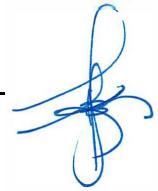
ATTACHMENTS:
CL_AGN_240311_CC_PaymentOfBills_E.pdf

CITY OF ROLLING HILLS
AP24-013, ACH24-017
Check Run 03/06/2024

Check No.	Check Date	Payee	Description	Amount
028518	3/6/2024	Alan Palermo Consulting	Feb 2024 Services-ADA Design,Outdoor Siren,Tennis	2,310.00
028519	3/6/2024	Bennett Landscape	Landscape Maintenance Service-March 2024	1,139.67
028520	3/6/2024	Christian Horvath	C. Horvath Mile/Cost Exp Reimburse 12-07-23 to 02-22-	139.73
028521	3/6/2024	Civicplus	2024 Municode Annual Subscription	1,518.00
028522	3/6/2024	Cox Communications	Phone Service Feb 26 - Mar 25, 2024	172.37
028523	3/6/2024	Southern California News Group	Public Hearing Notices for 4Spur-2Possum-29Eastfield	874.62
028524	3/6/2024	County of Los Angeles	January 2024 Animal Care Housing Costs	536.11
028525	3/6/2024	County of Los Angeles	Building Services for December 2023	8,325.65
028526	3/6/2024	LA County Sheriff's Department	January 2024 Law Enforcement Services	33,732.05
028526	3/6/2024	LA County Sheriff's Department	January 2024 LMT Supp. Traffic Enforcement	641.22
CHECK TOTAL			**$ 34,373.27**	
028527	3/6/2024	McGowan Consulting	Municipal Stormwater Consulting Services Sept. 2023	6,573.30
028527	3/6/2024	McGowan Consulting	Municipal Stormwater Consulting Services January	4,473.40
CHECK TOTAL			**$ 11,046.70**	
028528	3/6/2024	NV5, INC.	December 2023 Services- CORH-22-11241 Sewer	2,140.00
028529	3/6/2024	Orkin	February 2024 Monthly Pest Control	172.99
028530	3/6/2024	Palos Verdes Security Sys, Inc.	CCTV Lease for Jan 2024/Valley Alarm Q-1 2024	360.00
028531	3/6/2024	Palos Verdes Peninsula Unified	School Security Reimbursement 06/30/23 thru 09/28/23	532.60
028532	3/6/2024	PVS, Inc.	PV Security March 2024	168.00
028533	3/6/2024	Race Communications	Race Communications Fiber March 2024	1,020.00
028534	3/6/2024	City of Rolling Hills Estates	RHE-2023 Prepared Peninsula Expo Shared Costs	425.88
028535	3/6/2024	Safeguard Business Systems	Accounts Payable Check Re-order	344.83
028536	3/6/2024	Willdan Inc.	January 2024 Traffic Engineering Services	116.25
ACH-480	1/23/2024	CalPERS	PERS Retirement Payroll P/E 01-23-24	3,065.82
ACH-481	2/6/2024	CalPERS	PERS Retirement Payroll P/E 02-06-24	3,065.82
ACH-482	3/1/2024	Delta Dental	March 2024 Dental Insurance	150.55
ACH-483	3/1/2024	Forum Info-Tech. Inc./Levelcloud	March 2024 Monthly IT Cloud Service	5,383.17
ACH-484	3/1/2024	Nextiva	Business Phone Service for March 2024	293.79

ACH-485	3/6/2024	Robert Half	Temp Admin Staff P/E 02-23-24	1,094.08
ACH-486	3/6/2024	Robert Half	Temp Admin Staff P/E 03/01/24	1,094.08
ACH-487	3/1/2024	Standard Insurance Company	March 2024 Life Insurance Premium	186.88
ACH-488	2/23/2024	Vantagepoint Transfer Agents -	Deferred Comp Contributions P/E 02-20-24	1,693.58
ACH-489	2/9/2024	Vantagepoint Transfer Agents -	Deferred Comp Contributions P/E 02-06-24	1,693.58
ACH-490	3/1/2024	Vision Service Plan - (CA)	March 2024 Vision Plan	128.52
PR LINK	2/23/2024	PR LINK - Payroll & PR Taxes PR#4	Payroll Processing Fee PR#4_02/07/24 - 02/20/24	60.02
PR LINK	2/23/2024	PR LINK - Payroll & PR Taxes PR#4	Pay Period PR#4_02/07/24 - 02/20/24	17,509.65
REPORT TOTAL				**101,136.21**

I, Karina Banales, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of
$ 101,136.21 for the payment of above items.

Karina Banales, City Manager 

Agenda Item No.: 8.E
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **ADOPT RESOLUTION NO. 1359 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $34,420.39 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR CONTINUED FUNDING OF THE REGIONAL AUTOMATED LICENSE PLATE RECOGNITION (ALPR) PROGRAM, ONE-TIME CAMERA REPLACEMENT PURCHASE, INSTALLATION, AND ONGOING MAINTENANCE**

DATE: **March 11, 2024**

BACKGROUND:
The Peninsula Public Safety Committee (PPSC) oversees regional emergency preparedness and public safety efforts, which also includes cross-jurisdictional collaboration with the Palos Verdes Peninsula (PVP) cities and law enforcement (Los Angeles County Sheriff's Department and Palos Verdes Estates Police Department).

The Regional Automated License Plate Recognition (ALPR) Camera System was initially discussed in early 2016 at the Regional Contract Law Committee, which is comprised of the three cities on the PVP: Rancho Palos Verdes, Rolling Hills, and Rolling Hills Estates that contract public safety services with the Los Angeles County Sheriff's Department. At that time, it was recommended that the City of Palos Verdes Estates be included in the Peninsula's joint effort against crime by establishing a regional ALPR camera system.

ALPR is a technology that allows a camera to scan numerous vehicle license plates quickly in an objective manner and compares the plate information against law enforcement databases containing vehicles of interest such as stolen vehicles, Amber Alerts, missing persons, felon vehicles, and more. Law enforcement is immediately notified if there is a match, which leads to more arrests and efficiency in the deployment of deputies. All captured license plate data enters a searchable database, which is advantageous for law enforcement as an integral investigation tool. Additionally, the ALPR technology is used by numerous South Bay law enforcement agencies and has interoperability advantages that extend throughout the county,

state, and country.

At the Regional Contract Law Committee's February 11 and May 12, 2016 meetings, the strategic locations for camera placement were approved by the Committee. The selected locations are key ingress and egress points throughout the PVP that cover highly trafficked intersections. Within the determination of camera placement, a cost-sharing formula was also developed to fund the joint project, and ultimately, a Memorandum of Understanding (MOU) was taken to respective PVP city councils for approval in June 2016. The cost-sharing formula is based on the city population, number of dwelling units, and area square footage. The regional project also included one-time infrastructure costs as some areas lacked suitable infrastructure, such as traffic signal light fixtures where ALPR cameras are typically installed. One-time infrastructure costs were also included in the 2016 regional project as some areas lacked suitable infrastructure, such as traffic signal light fixtures where ALPR cameras are typically installed. There is an ongoing, annual shared cost related to the camera system, which supports cellular connectivity required to share data and alerts to law enforcement.

The ALPR (and School Resource Officer) cost sharing formula for the four Peninsula cities is based on population, number of dwelling units and area in square miles, as provided for in the MOU.

On June 13, 2016, the City Council approved the MOU and installation of cameras.

The current regional camera system has been in place for approximately seven years. Los Angeles County Sheriff's Department and Palos Verdes Estates Police Department have identified failing regional ALPR camera equipment among the established networks. The purchase of the ALPR cameras through vendor Vigilant Solutions provided a five-year warranty, which expired in 2021. The cameras are now out of warranty, past their useful life, and need replacement.

On February 1, 2024, the Peninsula Public Safety Committee unanimously approved moving forward with a first amendment to the MOU for the continuation of the ALPR program, including the one-time costs for camera replacement/ongoing maintenance and direction to send to the individual cities for approval with the addition of a favored nations clause.

Cost Allocation Formula

Member	**Percentage**	**Amount**
City of Palos Verdes Estates	20%	$98,343.98
City of Rancho Palos Verdes	60%	$295,031.93
City of Rolling Hills	7%	$34,420.39
City of Rolling Hills Estates	13%	$63,923.58
Total	**100%**	**$491,719.88**

On February 26, 2024, the City Council approved the first amendment to the MOU and directed staff to return with a budget amendment.

DISCUSSION:
None.

FISCAL IMPACT:
The allocated budget in FY23/24 for Other Law Enforcement Expenses is not sufficient to cover the additional $34,420.39 for the City of Rolling Hills contribution to the ALPR purchase, which will be funded from available General Fund Reserves. The use of General Fund Reserves is consistent with City policy.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
ResolutionNo1359_ALPR_Program_BudgetAmendment_F_Redacted.pdf

RESOLUTION NO. 1359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $34,420.39 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR CONTINUED FUNDING OF THE REGIONAL AUTOMATED LICENSE PLATE RECOGNITION (ALPR) PROGRAM, ONE-TIME CAMERA REPLACEMENT PURCHASE, INSTALLATION, AND ONGOING MAINTENANCE

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. On February 26, 2024, the City Council received a presentation from staff regarding the need for a one-time replacement purchase and installation of cameras for the Peninsula cities Automated License Plate Recognition Program as well as ongoing maintenance costs.

C. The Automated License Plate Recognition Program is documented in an MOU (attached hereto as Exhibit A) with the City of Rolling Hills, City of Palos Verdes Estates, City of Rancho Palos Verdes, and the City of Rolling Hills Estates, which among other things posits a cost share program with the City of Rolling Hills being responsible for 7% of the cost.

D. The total cost of the replacement, installation and ongoing maintenance for the ALPR cameras was quoted by the vendor at $491,719.88 – with the City of Rolling Hills' cost share being $34,420.39.

E. The City desires to appropriate an additional thirty-four thousand, four hundred and twenty dollars and thirty-nine cents ($34,420.39) for the City's share of the Automated License Plate Recognition Program.

Section 2. The sum of thirty four thousand, four hundred and twenty dollars and thirty-nine cents ($34,420.39) is hereby appropriated in the General

Fund Other Law Enforcement Expenses Account from a transfer of General Fund for the City's share of the Automated License Plate Recognition Program.

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 11th day of March, 2024

_____
LEAH MIRSCH
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

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

The foregoing Resolution No. 1359 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $34,420.39 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR CONTINUED FUNDING OF THE REGIONAL AUTOMATED LICENSE PLATE RECOGNITION (ALPR) PROGRAM, ONE-TIME CAMERA REPLACEMENT PURCHASE, INSTALLATION, AND ONGOING MAINTENANCE

was approved and adopted at a regular meeting of the City Council on the 11th day of March 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

EXHIBIT A

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FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF PALOS VERDES ESTATES, RANCHO PALOS VERDES, ROLLING HILLS, AND ROLLING HILLS ESTATES RELATING TO PLACEMENT AND MAINTENANCE OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS AROUND THE PALOS VERDES PENINSULA

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("First Amendment") is made this 13 day of February 2024, between the CITY OF PALOS VERDES ESTATES, a municipal corporation ("Palos Verdes Estates"), the CITY OF RANCHO PALOS VERDES, a municipal corporation ("Rancho Palos Verdes" or "Lead Agency"), the CITY OF ROLLING HILLS, a municipal corporation ("Rolling Hills"), and the CITY OF ROLLING HILLS ESTATES, a municipal corporation ("Rolling Hills Estates"). Each of the foregoing is sometimes referred to herein as "Member", or collectively as "Members."

RECITALS

A. The Members entered into a Memorandum of Understanding dated June 21, 2016, whereby the Members agreed to enter into a contact with an Automated License Plate Recognition ("ALPR") service provider to purchase, install, and maintain cameras at various entry-points to the Palos Verdes Peninsula with the data being processed through the Los Angeles County Sheriff's Department which is the contract law enforcement agency with three of the four cities, Palos Verdes Estates having its own department increasing public safety (the "MOU"). Unless otherwise defined in this First Amendment, all initially capitalized terms have the meaning defined in the MOU.

B. The Members desire to enter into this First Amendment to the MOU for the purpose of replacing the existing System that is out of warranty with new ALPR cameras and other new equipment.

AGREEMENT

NOW, THEREFORE, the Members agree as follows:

1. Amendment to Section 5(a). Section 5(a) of the MOU is amended and restated as follows:

   (a) Payment. To pay to the Lead Agency (City of Rancho Palos Verdes) their proportional share of the revised costs of the ALPR Contract as shown in Exhibit A of this First Amendment and any other costs authorized under the MOU to purchase, install and operate the upgraded System. The cost estimates presented in Exhibit A have been agreed upon by the Members and are subject to changes in the actual cost of the ALPR Contract. Each Member is required to pay for its own costs, including any charged by the APLR Contractor under a separate agreement with the Contractor. The percentages to be paid by each Member under the Cost Allocation Formula (the "Formula") are as follows:

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COST ALLOCATION FORMULA ("FORMULA")	
Member	**Percentage**
City of Palos Verdes Estates	20%
City of Rancho Palos Verdes	60%
City of Rolling Hills	7%
City of Rolling Hills Estates	13%

2. Amendments to Exhibits B and C. Exhibits B and C of the MOU are hereby amended and replaced by the attached Exhibits B and C of this First Amendment.

3. Ratification of MOU as Amended. Except as amended under Sections 1 and 2 above, the remainder of the terms of the MOU will remain the same and are hereby ratified by the Members.

IN WITNESS WHEREOF, each of the Members hereto have caused this First Amendment to be executed and attested by its duly authorized officers as of the dates set forth below.

[SIGNATURE PAGES FOLLOW]

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RANCHO PALOS VERDES

DocuSigned by:
John Cruikshank, Mayor
A866C0B0874447E...

Dated: 3/1/2024

By: John Cruikshank, Mayor Mayor

APPROVED AS TO FORM

DocuSigned by:
Elena Q. Gerli
9A08091779074BE...

Dated: 3/1/2024

By: Elena Q. Gerli City Attorney

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PALOS VERDES ESTATES

Dated: 2/15/2024

By: Elaine Jeng, City Manager

APPROVED AS TO FORM

Dated: 2/20/2024

By: Trevor Rusin, City Attorney

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ROLLING HILLS ESTATES

Dated: 2-15-24

By: Velveth Schmitz, Mayor

APPROVED AS TO FORM

Dated: 2-15-24

By: Donald M. Davis, City Attorney

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ROLLING HILLS

Dated: 2-26-24

By: LEAH MIRSCH, MAYOR

APPROVED AS TO FORM

Dated: 2-26-24

By: Patrick Donegan, City Attorney

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EXHIBIT A - DIVISION OF COSTS

Total Project Cost (Purchase and Installation)

Camera/Equipment Cost	$403,749.68
Installation Cost	$71,000.00
Total Cost	**$ 474,749.68**

City	**Based on Dwelling Units, Population and Land Area (rounded)**	**Purchase and Installation Cost (Vigilant Solutions)**
PVE	20%	$ 94,950.00
RPV	60%	$284,850
RH	7%	$33,232
RHE	13%	$61,717
	100%	**$ 474,749.68**

**The City of Rolling Hills Estates annual ongoing cost related to cellular data for camera connectivity is approximately $2,500.*

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EXHIBIT B - MAP

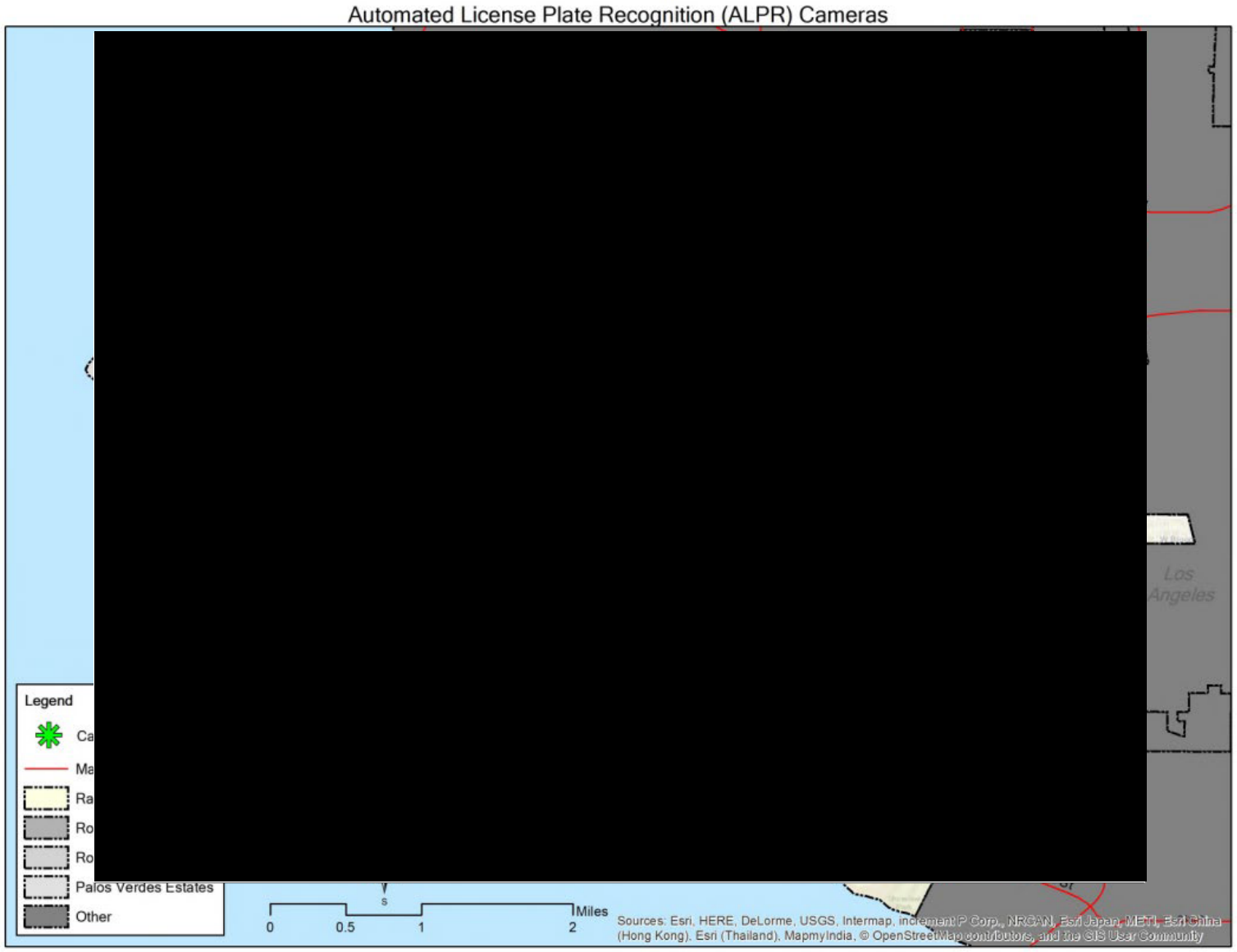

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EXHIBIT C -
CITY ADDRESSES

Elaine Jeng, City Manager
City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
(310) 378-0383
Fax: (310) 378-7820

Karina Banales, City Manager
City of Rolling Hills
2 Portuguese Bend Road Rolling Hills, CA 90274
(310) 377-1521

Greg Grammer, City Manager
City of Rolling Hills Estates
4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274
(310) 377-1577
Fax: (310) 377-4468

Ara Mihranian, City Manager
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275
(310) 544-5203
Fax: (310) 544-5293

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MOTOROLA SOLUTIONS	**Vigilant Solutions, LLC** **P.O Box 841001** **Dallas, Texas 75202** **(P) 925-398-2079 (F) 925-398-2113**	

Issued To:	City Of Rancho Palos Verdes - Attention: Shauna Hunter	Date:	02-23-24
Project Name:	Palos Verdes Peninsula LPR Upgrade (Purchase) - City of Rancho Palos Verdes	Quote ID:	LQW-0873-05

Hardware

Qty	Item #	Description		
(29)	VSF-025-L5F More Info	**L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable** • Dual-lens camera with infrared LEDs for plate illumination • 55ft - 85ft capture distance and up to 2 lane coverage • Internal trigger for capture of plate alphanumerics, vehicle make and model • Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions • 60' camera cable included • Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting o Full suite of LPR tools including data analytics		
Subtotal Price		**List Price: $7,794.00**	**Sell Price: $6,236.00**	***Amount: $180,844.00***
(1)	VSF-035-L5F More Info	**L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable** • Dual-lens camera with infrared LEDs for plate illumination • 85ft - 105ft capture distance and up to 2 lane coverage • Internal trigger for capture of plate alphanumerics, vehicle make and model • Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions • 60' camera cable included • Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting o Full suite of LPR tools including data analytics		
Subtotal Price		**List Price: $7,794.00**	**Sell Price: $6,236.00**	***Amount: $6,236.00***
(30)	VS-FX-UNI-POLE-WALL-ASSY	**Fixed LPR Camera Bracket** • Pole or Wall Mount - UPR ARM ASSY POLE & WALL MOUNT BLK REV B		
Subtotal Price		**List Price: $420.00**	**Sell Price: $350.00**	***Amount: $10,500.00***

(12)	BCAV1F2-C600	**Vigilant Fixed Camera Communications Box** • Linux Comms Box using VLP5200 • Manages power and communications for up to four (4) Vigilant fixed LPR cameras • Includes modem for communication with cellular carriers o SIM Card not included		
Subtotal Price		**List Price: $3,954.00**	**Sell Price: $3,163.00**	***Amount: $37,956.00***

(9)	VSF-L6Q-P-KIT
	More Info
		L6Q Quick Deploy Camera (120V AC)
		Offer Includes:
		• One (1) L6Q camera with two internal batteries, 120VAC Power Supply
		• Camera mounting bracket
		• USB-C cable and USB-C to USB-A adapter, Micro SD card
		• Requirements:
		  o Hosted LPR account for data storage, alerting, analytics and more
		  o Enterprise Service Agreement
		Optional, Sold Separately:
		• 12V DC pigtail cable
		• Excludes Cellular Data Service		

Subtotal Price		**List Price: $7,254.00**	**Sell Price: $5,803.00**	***Amount: $52,227.00***
(9)	VS-L6Q-120VAC	**L6Q 120V AC External power supply** • 15FT 120V AC power supply for L6Q camera system • This may be used in locations that have a 120V AC power source (3 prong grounded power outlet)		
Subtotal Price		**List Price: $186.00**	**Sell Price: $149.00**	***Amount: $1,341.00***

Extended Warranty

5 Year Coverage

Qty	Item #	Description		
(30)	CDFS-4HWW	**Fixed Camera LPR System - Extended Hardware Warranty - 4 Additional Years** • Fixed LPR System LPR hardware component replacement warranty • Applies to 1-Channel hardware system kit • Valid for 4 years from standard warranty expiration		
Subtotal Price		**List Price: $2,520.00**	**Sell Price: $2,016.00**	***Amount: $60,480.00***
(9)	CDFS-L6Q-HWW-04	**Fixed L6Q Camera System - Extended Hardware Warranty - 4 Additional Years** • Fixed L6Q Camera System Extended Hardware Warranty • Four (4) Additional Years		
Subtotal Price		**List Price: $2,016.00**	**Sell Price: $1,612.00**	***Amount: $14,508.00***

Camera Licensing & Data Hosting - 5 Year Service

(30) L5F Camera Base CLK @ $250.00ea = $7,500.00 per year

(30) L5F Camera Standard CLK @ $115.00ea = $3,450.00 per year

(9) L6Q Camera CLK @ $240.00ea = $2,160.00 per year

Qty	Item #	Description		
(5)	VSBSCSVC-04	**Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments** • Managed/hosted server account services by Vigilant o Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for over 60 total camera units • Requires new/existing Enterprise Service Agreement (ESA)		
Subtotal Price		**List Price: $330.00**	**Sell Price: $7,500.00**	***Amount: $37,500.00***

(5)	VSPK1SVC-04	**Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments**
		• Optional Service Package Benefits
		  o CarDetector Mobile Hit Hunter
		  o Unlimited access to Vigilant's Mobile Companion LPR application for Smartphones
		• Priced per camera per year for over 60 total camera units
		  o Requires Basic Service Package		

Subtotal Price		**List Price: $138.00**	**Sell Price: $3,450.00**	***Amount: $17,250.00***
(5)	VSBSCSVC-L6Q	**Vigilant L6Q Service Package for Hosted/Managed LPR Deployments** • Vigilant L6Q Service Package for Hosted/Managed LPR Deployments		
Subtotal Price		**List Price: $300.00**	**Sell Price: $2,160.00**	***Amount: $10,800.00***

Technical Service

Start Up Service

Qty	Item #	Description		
(1)	VS-INSTALL	**Removal of old hardware and installation of (30) L5F cameras w/ COMS boxes and (9) L6Q cameras.** • Includes bucket truck. • Includes two technicians @ prevailing wage. • Includes Vigilant camera commissioning for all cameras. • Constant 120v power must be available at each location. • Engineered traffic control plans are not included.		
Subtotal Price		**List Price: $0.00**	**Sell Price: $71,000.00**	***Amount: $71,000.00***

Hardware Upgrade Credit

Qty	Item #	Description		
(30)	Upgrade Credit	**Hardware Upgrade Credit from RSD to L5F.**		
Subtotal Price		**List Price: $0.00**	**Sell Price: -$1,300.00**	***Amount: -$39,000.00***

Delivery

Qty	Item #	Description		
(39)	VS-SHP-02	**Vigilant Shipping Charges - Fixed or Comms** • Applies to each fixed camera LPR System • Or Communication Box Purchased without LPR System • Shipping Method is FOB Shipping		
Subtotal Price		**List Price: $84.00**	**Sell Price: $67.00**	***Amount: $2,613.00***

Quote Notes:

1. This Quote will expire in 90 Days from the date of the Quote.
2. Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
3. Compliance to local codes neither guaranteed nor implied. Customer represents and warrants that they have all necessary rights and permissions to the areas where the installation services are provided.
4. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
5. This Quote does not include anything outside the above stated bill of materials.
6. This purchase does not include a SIM for cellular service
7. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
8. LASD CLK Pricing.
9. Hardware installation is included. Customer to provide delivery and staging facility and assist with device pre-configuration, if needed.
10. Customer to provide cellular data SIMs for (14) COMS boxes and (9) L6Q cameras. Verizon, AT&T, FirstNet only. Recomend unlimited data plans wiout data throttling & STATIC IP addresses.
11. New COMS boxes & modems at "Eastfield Dr Gate" & Crest Rd Gate" to be used in this project.
12. Data syncronization to mirror existing LEARN configuration for PVE and LASD.

Quoted by: Louis Wershaw - 209-283-0990 - louis.wershaw@motorolasolutions.com

Subtotal Price	$503,255.00
Total Discount	$39,000.00
Sales Tax	$27,464.88
Total Price	**$491,719.88**

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Vigilant Solutions LLC
Louis Wershaw
Date _____

Re: LQW-0873-05

Agency: City Of Rancho Palos Verdes
Total Cost: $464,255.00
Contract Reference: Palos Verdes Peninsula LPR Upgrade (Purchase) - City of Rancho Palos Verdes

Please be advised that the City Of Rancho Palos Verdes will purchase the goods and/or services offered in your Quote LQW-0873-05. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to _____ , the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'LQW-0873-05' and be sent to:

City Of Rancho Palos Verdes
Attn: Public Safety Division
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

City Of Rancho Palos Verdes
Attn: Delivery will be coordinated with LASD and installed at approved locations per agreement.

Sincerely,

DocuSigned by:
John Cruikshank, Mayor
A866C0B0874447E...

Signature: _____

John Cruikshank

Name: _____

Mayor

Title: _____

john.cruikshank@rpvca.gov

Email: _____

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Contract Terms Acknowledgment

This Contract Terms Acknowledgment (this "**Acknowledgment**") is entered into between **Vigilant Solutions, LLC**, a Delaware corporation ("**Vigilant**") and the entity set forth in the signature block below ("**Customer**"). Vigilant and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

1. Contract Terms Acknowledgment. Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA"), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgment and the signatory to this Acknowledgment represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgment.

2. Entire Agreement. This Acknowledgment, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgment *mutatis mutandis.*

4. Execution and Amendments. This Acknowledgment may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgment may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgment as of the last signature date below.

DocuSigned by:

Signature: John Cruikshank, Mayor
A866C0B0874447E...

Name: John Cruikshank, Mayor

Title: Mayor

Email: John.Cruikshank@rpvca.gov

Agenda Item No.: 8.F
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **ADOPT RESOLUTION NO. 1360 AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $658.21 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR THE LOMITA STATION SHERIFF'S DEPARTMENT PURCHASE OF LIDAR/RADAR SPEED DETECTION DEVICE EQUIPMENT FOR USE IN THE THREE REGIONAL CONTRACT LAW PENINSULA CITIES**

DATE: **March 11, 2024**

BACKGROUND:
On May 11, 2023, Los Angeles Sheriff's Department's (LASD) Lt. Michael White submitted a supplemental equipment purchase request dated April 19, 2023 (Attachment A), at the Regional Contract Law Committee (RCLC) meeting. The recommended supplemental equipment purchase is an upgraded system utilizing modern technology video recording in addition to LIDAR/RADAR that keeps deputies in the field and provides evidence to better secure convictions. Lt. White also provided a quote from the vendor Kustom Signals, Inc., with product specifics and pricing.

On November 9, 2023, the supplemental equipment request was brought back for review by the RCLC and possible action to purchase LIDAR/RADAR equipment in accordance with the RCLC Purchasing Policy for Supplemental Sheriff Equipment. In 2021, the RCLC adopted a Purchasing Policy for Supplemental Sheriff Equipment whereby, outlining supplemental equipment purchase processes, approval thresholds, and member cities' financial obligation percentages per capita.

The quote for the supplemental equipment is $16,455.36. The fiscal impact to the member cities based on approved percentages from the RCLC Purchasing Policy for Supplemental Sheriff Equipment is as follows:

- Rancho Palos Verdes (68%) - $11,189.65
- Rolling Hills Estates (28%) - $4,607.50

- Rolling Hills (4%) - $658.21

The cost sharing formula for the Regional Law contract for the three cities is based on the amount of time the LASD dedicates to each city. Prior to 2014, the Peninsula Cities analyzed the data each year to determine the percentages for the coming year. It was very time consuming and only varied slightly from year to year, mostly between Rolling Hills Estates and Rancho Palos Verdes. Approximately ten years ago, at the recommendation of the Regional Law Committee, the three cities agreed to abandon the complex rate setting formula in favor of a fixed percentage cost allocation, 4% (RH), 28% (RHE) and 68% (RPV).

On February 26, 2024, the City Council approved the first amendment to the MOU and directed staff to return with a budget amendment.

DISCUSSION:
None.

FISCAL IMPACT:
The allocated budget in FY23/24 for Other Law Enforcement Expenses is not sufficient to cover the additional $658.21 for the City of Rolling Hills contribution to the LIDAR/RADAR purchase, which will be funded from available General Fund Reserves. The use of General Fund Reserves is consistent with City policy.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
ResolutionNo1360_LIDAR_RADAR_BudgetAmendment_F.pdf

RESOLUTION NO. 1360

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $658.21 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR THE LOMITA STATION SHERIFF'S DEPARTMENT PURCHASE OF LIDAR/RADAR SPEED DETECTION DEVICE EQUIPMENT FOR USE IN THE THREE REGIONAL CONTRACT LAW PENINSULA CITIES

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. On February 26, 2024, the City Council received a presentation from staff regarding the need for the purchase of LIDAR/RADAR speed detection device equipment by the Los Angeles County Sheriffs to use in the three regional contract law peninsula cities.

C. The quote for the supplemental LIDAR/RADAR equipment is $16,455.36. The fiscal impact to the member cities based on approved percentages from the Regional Contract Law Committee Purchasing Policy for Supplemental Sheriff Equipment is as follows: (i) Rancho Palos Verdes (68%) - $11,189.65; (ii)Rolling Hills Estates (28%) - $4,607.50; and (iii) Rolling Hills (4%) - $658.21.

D. The City desires to appropriate an additional six hundred and fifty-eight dollars and twenty-one cents ($658.21) for the City's share of the purchase of LIDAR/RADAR speed detection device equipment by the Los Angeles County Sheriffs to use in the three regional contract law peninsula cities.

Section 2. The sum of six hundred and fifty-eight dollars and twenty-one cents ($658.21) is hereby appropriated in the General Fund Other Law Enforcement Expenses Account from a transfer of General Fund for the City's share of the purchase of LIDAR/RADAR speed detection device equipment by

the Los Angeles County Sheriffs to use in the three regional contract law peninsula cities

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 11th day of March, 2024

_____
LEAH MIRSCH
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

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

The foregoing Resolution No. 1360 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $658.21 IN THE GENERAL FUND OTHER LAW ENFORCEMENT EXPENSES ACCOUNT FUNDED FROM AVAILABLE GENERAL FUND RESERVES FOR THE LOMITA STATION SHERIFF'S DEPARTMENT PURCHASE OF LIDAR/RADAR SPEED DETECTION DEVICE EQUIPMENT FOR USE IN THE THREE REGIONAL CONTRACT LAW PENINSULA CITIES

was approved and adopted at a regular meeting of the City Council on the 11th day of March 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Agenda Item No.: 8.G
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

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

DATE: **March 11, 2024**

BACKGROUND:
The annual progress reports (APRs) for the General Plan and Housing Element are due April 1, 2024. Government Code Sections 65400 and 65700 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD). Government Code section 65400 also requires that each city, county, or city and county, including charter cities, prepare an APR on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the California Department of Housing and Community Development (HCD).

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

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

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

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
PL_GPN_APR_2023_RollingHillsGeneralPlanAPR.pdf

City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

March 12, 2024

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

SUBJECT: ROLLING HILLS' 2023 GENERAL PLAN ANNUAL PROGRESS REPORT

Dear Sir or Madam:

This serves as the City of Rolling Hills' 2023 General Plan Annual Progress Report (GP APR) to the Governor's Office of Planning and Research (OPR).

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

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

Compliance

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

- *Moratoriums*: The City currently has no moratoriums related to the General Plan.
- *Accessory Dwelling Units*: On January 9, 2023, Ordinance No. 381 was adopted to amend the City's accessory dwelling unit (ADU) requirements to be consistent with State law, including Senate Bill (SB) 897. Among other things, SB 897:

- Requires the City to allow certain ADUs to be higher—up to 18 or 25 feet, depending on the situation;
- Requires the City's front setback requirement to yield for certain ADUs;
- Requires the City to justify a denial with a full set of detailed comments describing the deficiencies in the application and explaining how to remedy them;
- Removes the automatic repeal in 2025 (now the ADU statute is permanent);
- Prohibits the City from denying an application to create an ADU solely because corrections are needed to address nonconforming zoning conditions, building code violations, or unpermitted structures elsewhere on the lot that do not present a threat to public health and safety and are not affected by the construction of the ADU; and
- In instances where a junior ADU (JADU) will share a bathroom with the primary dwelling, the City must require the JADU to have an interior entry to the primary dwelling's "main living area," independent of the exterior entrances of the JADU and primary dwelling.

- *Los Angeles County Code*: On January 9, 2023, Ordinance No. 382 was adopted to reference the Los Angeles County Code (2022 edition) and amend requirements in the building code, electrical code, plumbing code, mechanical code, residential code, green building standards code, and other requirements. Los Angeles County Public Works Department and Willdan Engineering provide contract building services to the City.

- *Fire Code*: On July 24, 2023, Ordinance No. 383 was adopted by referencing Title 32, Fire Code, of the Los Angeles County Code, incorporating the California Fire Code (2022 edition), with certain changes and amendments. Los Angeles County Fire Department provides contract fire protection services and fire plan check to the City.

- *Wireless Ordinance*: On August 15, September 12, October 17, and November 21, 2023, the Planning Commission held a duly-noticed public hearing to amend the City's requirements for wireless facilities. On December 14, 2023, the City Council introduced Ordinance No. 384 (Wireless Ordinance) regarding the amended requirements for wireless facilities and considered the Planning Commission's recommendation. The Wireless Ordinance was adopted on January 8, 2024. During the process, numerous communications and meetings were held with the Rolling Hills Community Association (RHCA), industry representatives, and other interested parties to revise the ordinance. The Wireless Ordinance made the following updates to the City's Code:
    - Permit Requirements:
        - Conditional Use Permit (CUP) required for Type 4 facilities only. Type 4 facilities are new towers or any other facility that does not fall under the other types.
        - Zone Clearance is required for Types 1, 2, 3, and 5 facilities. These facilities are subject to Rolling Hills Municipal Code (RHMC) Chapter 17.44 (Zone Clearance) and RHMC Section 17.27.040 (Wireless Communication Antennas and Facilities).

- Subsection E of RHMC Section 17.27.040 includes new design, development and location standards addressing further direction by the Planning Commission. The subsection has also been updated to allow the Planning Commission to adopt supplemental design, location, and development standards by resolution from time to time. The location standards express a preference for:
    - New facilities to utilize existing or replacement poles;
    - Structures or street signs to avoid proliferation wherever possible;
    - New wireless facilities cannot obstruct views as defined in RHMC Section 17.26.020 (View Preservation) of a primary residential building; and
    - New facilities to be located on shared property lines between parcels to the extent feasible.
- A limited waiver process was added for all design, development, and location standards.
- Standard conditions of approval have been added to RHMC Section 17.27.040 to apply in the event of an application deemed approved by the operation of law.
- Other conforming and minor updates to address changes in state and federal law.

Housing Element

As mentioned earlier, the City adopted its 6th Cycle Housing Element on September 26, 2022. The Housing Element was found to be in full compliance with State law by the California Department of Housing and Community Development (HCD) on November, 23, 2022. A separate annual progress report is prepared for the City's Housing Element.

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

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

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

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

Conclusion

This GP APR was presented to the City Council at its regularly scheduled meeting on March 11, 2024. The General Plan, ordinances, and other documents described in this letter are available on the City's website or at City Hall.

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

Sincerely,



John F. Signo, AICP
Director of Planning and Community Services

Agenda Item No.: 8.H
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

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

DATE: **March 11, 2024**

BACKGROUND:
The annual progress reports (APRs) for the General Plan and Housing Element are due April 1, 2024. Government Code Sections 65400 and 65700 mandate that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD). Government Code section 65400 also requires that each city, county, or city and county, including charter cities, prepare an APR on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the California Department of Housing and Community Development (HCD).

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

The form remains largely the same as last year. However, there are several new reporting requirements:

- Table A requires information on whether each housing development application is subject to either ministerial or discretionary review.
- The local jurisdiction tracking ID is now required for all projects.
- Last year, SB 9 projects were reported on their own table (Table I, which has since been removed). This year, those projects are reported with all other projects in Table A and A2.
- Housing developments utilizing streamlining provisions established by SB 6 or AB 2011 must be reported on Table A and Table A2.
- The APR requires local governments to report any adopted tenant preference policies

(Table K).

DISCUSSION:
The Housing Element APR is provided on a spreadsheet prepared by HCD. Based on Table A, activity in the City over the past year include the submittal of 5 housing applications, 5 proposed units in all applications received (including 3 accessory dwelling units (ADUs)), and 1 housing unit approved (ADU for 9 Portuguese Bend Road). Based on Table A2, Building Services activity in 2023 included 4 entitlements issued (1 single-family detached unit and 3 ADUs) and 4 building permits issued (2 single-family detached units and 2 ADUs).

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

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

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

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
PL_GPN_APR_2023_HCD_Announcement.pdf
PL_GPN_APR_2023_HousingElementAPR_F.pdf

SHARE:

Join Our Email List

HCD ANNOUNCEMENT

Attention Local Governments

2023 Annual Progress Report Form and Instructions

The California Department of Housing and Community Development (HCD) is pleased to announce the availability of the 2023 Annual Progress Report (APR) form, supplemental webinar, instructions, and FAQs. Local governments are required to submit 2023 APRs to HCD and Office of Planning and Research by **April 1, 2024**.

The 2023 APR contains new reporting requirements in response to recent legislation (AB 1743, AB 2011, SB 6, and SB 649).

In addition to changes required by statutory changes, additional changes to the APR form include updated:

- Table B data
- Planning and projection period data
- Summary tab to include additional information
- Importer, added rows, and validator macros to provide additional functionality

Data from APRs is used in HCD's SB35 Determination, and APR Data Dashboard. In addition, HCD has posted APR data on the California Open Data Portal, which will allow anyone to download APR data submitted since 2018.

Further, HCD has made available to jurisdictions copies of previous APRs that have been uploaded to our database. If you are searching for a prior APR form that was submitted to HCD, you may log into our APR system and download the completed form.

The 2023 APR form can also be used for the 2018 to 2023 reporting years.

View Housing Element Annual Progress Report (APR) form and instructions.

Background: Government Code Section 65400 requires each local government to complete the Housing Element APR and submit it to HCD and the Office of Planning and Research by April 1 each year. Cities and counties with a compliant housing element and up-to-date submissions of APRs gain access to SB 2 Building Homes and Jobs Act funds.

AB 1743 (Chapter 641, Statutes of 2022):
Requires the local government to report whether the housing development application reported on the APR was subject to ministerial or discretionary review. AB 1743 added a new column to Table A where the local government may enter the required information.

AB 2011 (Chapter 641, Statutes of 2022):
"Affordable Housing and High Road Jobs Act of 2022": Requires the local government to report information about housing development applications submitted pursuant to Government Code section 65912.100.

SB 6 (Chapter 659, Statutes of 2022):

"Middle Class Housing Act of 2022": Requires the local government to report information about housing developments submitted pursuant to Government Code section 65852.24. The 2023 APR form changes acceptable values in existing columns to enable local governments to enter the information required by AB 2011 and SB 6.

SB 649 (Chapter 660, Statutes of 2022):
"Local Tenant Preferences to Prevent Displacement Act": Requires the local government to report if it has adopted a tenant preference policy as well as a link to the policy. The 2023 APR form includes table K which provides a space where the required information may be entered.

For more information please visit the Annual Progress Reports section of our Regional Housing Needs Allocation and Housing Elements webpage.

Questions? Need assistance with completing the APR or about the new updates, please email APR@hcd.ca.gov.

Department of Housing & Community Development | 2020 W. El Camino Ave., Sacramento, CA 95833

Unsubscribe alicia.murillo@hcd.ca.gov

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Jurisdiction	Rolling Hills	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	1
Above Moderate		3
Total Units		**4**

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

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

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	4	4

Housing Applications Summary	
Total Housing Applications Submitted:	5
Number of Proposed Units in All Applications Received:	5
Total Housing Units Approved:	1
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	3	3
Discretionary	2	2

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

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

Jurisdiction	Rolling Hills	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bc Applica
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	0	0	1	0	0	4	5	1	0		
	7569-014-003	9 Portuguese Bend Road		ZC 22-81	ADU	R	6/21/2023							1	1	1		NONE	No
	7567-011-020	23 Crest Road East		ZC 23-070	SFD	O	6/2/2023							1	1			NONE	No
	7567-011-020	23 Crest Road East		ZC 23-070	ADU	R	6/2/2023				1				1			NONE	No
	7567-017-033	4 Spur Lane		ZC 23-100	SFD	O	8/8/2023							1	1			NONE	No
	7569-010-016	31 Portuguese Bend Road		ZC 23-110	ADU	R	9/1/2023							1	1			NONE	No
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Table A2

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

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							0	0	0	0	0	1	3		4
	7567-009-025	11 Flying Mane Road		ZC 21-02	SFD	O							1	6/21/2022	1
	7569-014-003	9 Portuguese Bend Road		ZC 22-81	ADU	R							1	6/20/2023	1
	7567-006-036	23-1/2 Chuckwagon Road		ZC 21-01	ADU	R						1		1/18/2023	1
	7569-026-012	27 Buggy Whip Drive		ZC 21-22	ADU	R							1	8/30/2023	1
	7569-020-004	8 Middleridge Lane South		ZC 22-44	SFD	O							1	4/19/2022	1
	7569-020-004	8 Middleridge Lane South		ZC 22-44	ADU	R							1	4/19/2022	1
	7567-014-031	4 Poppy Trail		ZC 22-51	SFD	O							1	11/13/2023	1
															0
															0
															0

Table A2

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

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			0	0	0	0	0	1	3		4
7567-009-025	11 Flying Mane Road								1	4/25/2023	1
7569-014-003	9 Portuguese Bend Road										0
7567-006-036	23-1/2 Chuckwagon Road							1		3/15/2023	1
7569-026-012	27 Buggy Whip Drive								1	8/30/2023	1
7569-020-004	8 Middleridge Lane South								1	6/22/2023	1
7569-020-004	8 Middleridge Lane South										0
7567-014-031	4 Poppy Trail										0
											0
											0

Table A2

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

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name*	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			0	0	0	0	0	0	0		0
7567-009-025	11 Flying Mane Road										0
7569-014-003	9 Portuguese Bend Road										0
7567-006-036	23-1/2 Chuckwagon Road										0
7569-026-012	27 Buggy Whip Drive										0
7569-020-004	8 Middleridge Lane South										0
7569-020-004	8 Middleridge Lane South										0
7567-014-031	4 Poppy Trail										0
											0
											0

Table A2

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

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Please select the streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0							1						
7567-009-025	11 Flying Mane Road		0	NONE	N					1	Demolished	O				
7569-014-003	9 Portuguese Bend Road		0	NONE	N											
7567-006-036	23-1/2 Chuckwagon Road		0	NONE	N			Based on our Housing Element (Page 4-2), ADUs 650-800 sq. ft. are presumed to be "moderate." This is based on local rental data.								
7569-026-012	27 Buggy Whip Drive		0	NONE	N											
7569-020-004	8 Middleridge Lane South		0	NONE	N											
7569-020-004	8 Middleridge Lane South		0	NONE	N											
7567-014-031	4 Poppy Trail		0	NONE	N											

Jurisdiction	Rolling Hills	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1		2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	20	-	-	-	-	-	-	-	-	-	-	-	20
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	9	-	-	-	-	-	-	-	-	-	-	-	9
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	11	-	-	-	-	-	-	-	-	-	-	2	9
	Non-Deed Restricted		-	1	-	1	-	-	-	-	-	-		
Above Moderate		5	-	-	-	3	-	-	-	-	-	-	3	2
Total RHNA		45												
Total Units			-	1	-	4	-	-	-	-	-	-	5	40

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6	7
	Extremely low-Income Need											**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	10		-	-	-	-	-	-	-	-	-	-	10

*Extremely low-income houisng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.
Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).
Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.
Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

Jurisdiction	Rolling Hills	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Rolling Hills	
Reporting Year	2023	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

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

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

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

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

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

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

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

Jurisdiction	Rolling Hills	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Rolling Hills	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Rolling Hills	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table G
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Rolling Hills	**NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2023 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Los Angeles County jurisdictions, please format the APN's as follows:9999-999-999

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Rolling Hills	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note

Cells in gr

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 659

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate-Income
Summary Row: Start Data Entry Below												

Jurisdiction	Rolling Hills	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenent Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Rolling Hills	
Reporting Year	2023	(Jan. 1 - Dec. 31)

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

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

Total Award Amount	$ 65,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
GIS, IS/MND, rezone, APR	$17,070.00	$17,070.00	Completed	None	
IS/MND, tech. reports, zoning map	$9,690.00	$9,690.00	Completed	None	
Revisions, coordination, meetings	$990.00	$990.00	Completed	None	
Council mtg., housing, plng. serv.	$290.00	$290.00	Completed	Local General Fund	
Hsg. Elem. Intro, needs assess., prog. Report	$5,400.00	$5,400.00	Completed	None	
Hsg. Elem. sects., PC mtg.	$4,275.00	$4,275.00	Completed	None	
Constraints, goals, policies, actions, AFFH	$6,750.00	$6,750.00	Completed	None	
Public review, PC mtg., coordination	$1,575.00	$1,575.00	Completed	None	
CC mtg., Submit Hsg. Elem. to HCD	$1,050.00	$1,050.00	Completed	None	
Coordination; correspondences; responses	$4,350.00	$4,350.00	Completed	None	
Draft Hsg. Elem.; responses; coordinat.; mtgs	$3,450.00	$3,450.00	Completed	Local General Fund	
CEQA document	$10,110.00	$10,110.00	Completed	Local General Fund	

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

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	1
Above Moderate		3
Total Units		**4**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	1
Above Moderate		3
Total Units		**4**

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

Agenda Item No.: 13.A
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **CONSIDERATION OF REQUEST FROM THE ROLLING HILLS COMMUNITY ASSOCIATION TO APPROVE INSTALLATION OF A BACKUP NATURAL GAS GENERATOR AT THE NORTHEAST CORNER OF THEIR BUILDING**

DATE: **March 11, 2024**

BACKGROUND:
A diesel back-up power generator served the City Hall campus for many years, but the unit became inoperable in 2019. In late 2020, the City Council commissioned professional expertise to offer options for providing reliable back-up power to the City Hall campus, including the Rolling Hills Community Association (RHCA) building and operations.

Between October 2020 and March 2023, the City Council reviewed options provided by a professional architectural and engineering team working on the City Hall ADA project. In 2021, the architectural and engineering team provided a solar panel and battery back-up solution with estimated installation costs. The City Council subsequently assigned further exploration to the RHCA. After some time, the RHCA requested city staff take back ownership of a project, whereupon City staff brought it to the City Council.

On March 27, 2023, the City Council directed staff to explore the solar/battery back-up power option. With this direction, city staff could approach the project conventionally by preparing an engineering design and advertising for construction bids or considering other alternatives as presented to the former City Manager.

On April 24, 2023, at the invitation of the former City Manager, SitelogIQ, an energy solutions company, presented an alternate approach to delivering the solar/battery backup power solution to the City Council.

On June 26, 2023, the City Council approved a Professional Services Agreement with SitelogIQ.

On April 24, 2023, City staff and SitelogIQ provided a preliminary presentation to the Council on the battery energy storage and solar photovoltaic project. The Council approved SitelogiQ to work with staff under a Professional Services Agreement towards the development of a comprehensive project.

Over the summer and fall of 2023, SitelogIQ conducted an initial site walk to determine the scope and scale of the program.

On December 14, 2023, SitelogIQ's project team presented a comprehensive scope of work around resiliency that provides a turn-key design-build solution to the City. The City Council expressed concerns with the overall costs and requested SiteLogiQ return with a revised system that would consider direction provided during the discussion including cost reduction.

As of the writing of this staff report, SiteLogiQ has not presented additional information or a revised proposal.

DISCUSSION:
As a result of the delayed process in finding and securing a reliable backup power system for the campus, and in light of short-term power outages since 2019 affecting operations, the Rolling Hills Community Association (RHCA) staff further explored the installation of a backup generator system independent of the City's current potential solar/backup power project.

On February 22, 2024, the RHCA Board of Directors directed staff to move forward with the installation of a natural gas generator that would serve the RHCA administration building and connect to the building's sub-panel. The generator would be installed on a new concrete pad at the northeast corner of the RHCA building.

Per the RHCA and the City’s lease agreement, the RHCA is required to gain the City Council's approval for any improvements over $10,000. The attachments include a formal letter from the RHCA requesting approval (Attachment A), the vendor's proposal (Attachment B), and the plans showing the location of the generator and propane tank for backup fuel (Attachments C & D).

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Attachment A - CL_AGN_240311_CC_RHCA_GeneratorRequestLetter.pdf
Attachment B - CL_AGN_240311_CC_RHCA_LTGenerator_Proposal.pdf
Attachment C - CL_AGN_240311_CC_RHCA_Generator_Location.pdf
Attachment D - CL_AGN_240311_CC_RHCA_LTGenerator_Specs.pdf

Rolling Hills Community Association
of Rancho Palos Verdes
No. 1 Portuguese Bend Rd. • Rolling Hills, Calif. 90274

(310) 544-6222 ROLLING HILLS CALIFORNIA (310) 544-6766 Fax

February 27, 2024

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

Re: Request for approval for improvement to RHCA Building – Back up generator

Honorable Council Members,

The RHCA is asking for City approval to install a 26 kw natural gas generator and back-up fuel tank to run the RHCA office in the event of a power outage.

In an emergency the RHCA office and maintenance department will be essential in supporting the residents, gate operations, monitoring the areas within the RHCA's jurisdiction (roads, trails, easements, etc.) and communicating essential information and updates to residents.

Since 2019, there have been a handful of short-term power outages and all have been only a couple of hours long. For the most recent outage, onsite staff was able to contact employees who were not at the office and were able to log into DwellingLive and send messages to residents.

The RHCA is concerned that an emergency event could cause a longer-term outage where the garage doors are stuck open or closed and RHCA staff would not be able to access equipment, or the garages and the office would be unsecured for an unknown period of time. While it is possible to provide emergency support from an off-site location that has power, the RHCA feels that it is critical for at least a portion of the RHCA administration and maintenance staff to operate on site to respond to community needs, monitor common areas and provide support to the gates. Power to the RHCA building is also essential for the RHCA's digital radio repeater that serves the gatehouses and maintenance trucks.

To achieve this goal, RHCA is proposing installation of a natural gas generator that would serve the RHCA administration building and would connect to the building's sub-panel. The generator would be installed on a new concrete pad at the north east corner of the RHCA building. Included are plans showing the location of the generator and propane tank for back-up fuel. There would be no cost to the City and no impact on the public areas of the City Hall campus.

The RHCA Board has approved and funded the installation of the new generator and selected a vendor. Once the Council approves the request, the RHCA will move forward with finalizing the proposal and installation. We expect installation to be complete within 4-6 weeks.

Thank you for your consideration.

Kristen Raig, Manager
Rolling Hills Community Association

LTGENERATORS
14932 Delano St., Van Nuys, CA 91411
818-787-1470 / FAX: 818-787-1487
www.LTGenerators.com - sales@LTGenerators.com
Lic# 602073

Proposal

February 21, 2024
Reference # **68472**
Sales Person: **LT**

Customer:
Rolling Hills Community Association
Attn: Arty Beckler
1 Portuguese Bend Road
Rolling Hills, CA 90274

Job Site:
Rolling Hills Community Association
Attn: Arty Beckler
1 Portuguese Bend Road
Rolling Hills, CA 90274

For Your Consideration

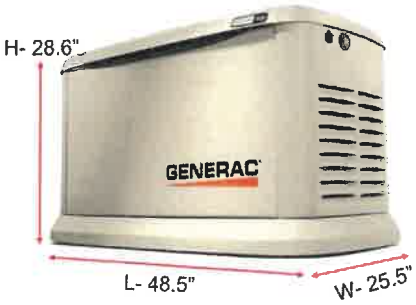
RE: Generator & Installation

Generator Location: In Planter Across from Main Electrical Panel on 4" Pre-Fab Slab No Central Heater
Transfer Switch Location: in Wall Next to Main Panel

Supply and Install the Following:

This is for Whole HOA Building Coverage ONLY with 1 Air Conditioner:

ONE (1) #7290 26 kW Automatic Natural Gas Generac Generator, 120/240V, Single Phase
ONE (1) RTSW 400 Amp Automatic Transfer Switch, 120/240V, Single Phase
Up to TWO (2) Load Shed Modules, IF Needed
ONE (1) 120 Gallon Propane Tank -Fuel Included-
ONE (1) Whole Panel Surge Protector ($995 Value)(No Charge Per Lenny)
FOUR (4) Years of Maintenance (8 Visits)($3580 Value)(No Charge Per Lenny)



8kW thru 26kW Overall Demensions



400A – 120/240V – single phase
no breaker
h- 36" x w-24" x d-10"



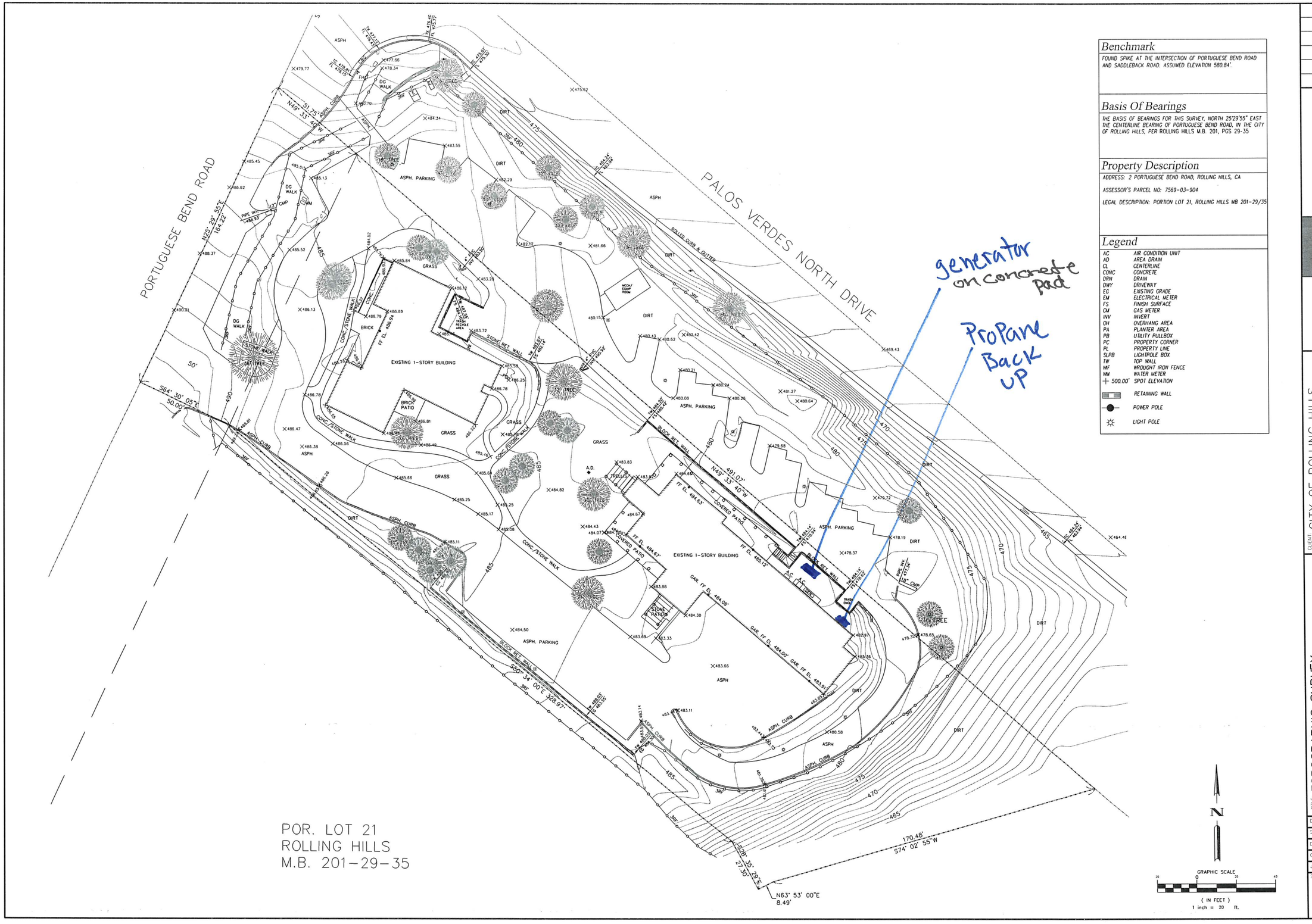
120 Gallon PROPANE BACKUP FUEL TANKS
(to run your generator when natural gas is lost)


Load Shed Module
h-7" x w-6" x d-4"

This unit is large enough to operate the entire building, and can only operate one (1) air conditioner (no central heater). The Generator will come on within 20 seconds of power loss and run until power is restored.

WE INCLUDE: Gas Connection & Electrical Connection, Surface Mounting of Gas Line & Electrical Conduit, Permits Trenching/Backfilling, Removal of Old EQ Valve, Proper Placement of New EQ Valve, Factory Start-Up, Testing, Freight, Delivery, Installation, Labor, 4" Prefab Slab, and Battery.

Estimated Price for Above Generator & Installation: $38,495.00



Benchmark

FOUND SPIKE AT THE INTERSECTION OF PORTUGUESE BEND ROAD AND SADDLEBACK ROAD. ASSUMED ELEVATION 580.84'.

Basis Of Bearings

THE BASIS OF BEARINGS FOR THIS SURVEY, NORTH 25°29'55" EAST THE CENTERLINE BEARING OF PORTUGUESE BEND ROAD, IN THE CITY OF ROLLING HILLS, PER ROLLING HILLS M.B. 201, PGS 29-35

Property Description

ADDRESS: 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CA

ASSESSOR'S PARCEL NO: 7569-03-904

LEGAL DESCRIPTION: PORTION LOT 21, ROLLING HILLS MB 201-29/35

Legend

AC	AIR CONDITION UNIT
AD	AREA DRAIN
CL	CENTERLINE
CONC	CONCRETE
DRN	DRAIN
DWY	DRIVEWAY
EG	EXISTING GRADE
EM	ELECTRICAL METER
FS	FINISH SURFACE
GM	GAS METER
INV	INVERT
OH	OVERHANG AREA
PA	PLANTER AREA
PB	UTILITY PULLBOX
PC	PROPERTY CORNER
PL	PROPERTY LINE
SLPB	LIGHTPOLE BOX
TW	TOP WALL
WF	WROUGHT IRON FENCE
WM	WATER METER
+ 500.00'	SPOT ELEVATION
	RETAINING WALL
	POWER POLE
	LIGHT POLE

Revisions	By

BOLTON ENGINEERING CORP.
boltonengineering.com | 310.325.5580

BEC

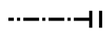
CLIENT: CITY OF ROLLING HILLS
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA

TITLE: TOPOGRAPHIC SURVEY
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA

Date: 7-23-2022
Scale: 1:20
Drawn: BGO
Checked: DJB
Job No. 22120
Sheet 1
Of 1 Sheets


1 Portuguese Bend Rd
Propane Back up
Generator

SYMBOLS & ABBREVIATIONS LIST

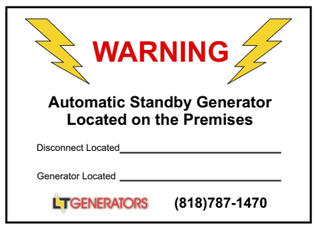
	OVERCURRENT PROTECTION DEVICE
	GROUNDING
	LOW VOLTAGE CONTROL MODULE
	EXISTING TO REMAIN
	NEW OR TO BE RELOCATED
	GENERATOR
	SURGE PROTECTION DEVICE
	EMERGENCY SHUTOFF SWITCH
	SUB FEED LUG BLOCK
	LOAD SHED
	SPLICE
Ø	PHASE
	METER
	GAS SHUT OFF VALVE
A	AMP/AMPERE
(E)	EXISTING TO REMAIN
ESS	EMERGENCY SHUTOFF SWITCH
G	GROUND WIRE
GEN	GENERATOR
kW	KILOWATT
L	LOAD
N	NEUTRAL WIRE
(N)	INDICATES NEW
N.T.S.	NOT TO SCALE
U	UTILITY
V	VOLTS

SHEET INDEX

SHEET NO.	*TITLE*
G1	GENERAL NOTES, SYMBOLS, AND SHEET INDEX
G2	SITE PLAN
G3	SITE PLAN DETAIL

GENERAL NOTES & PROJECT SCOPE

- INSTALL 26KW GENERAC GENERATOR AND ONE (1) 400A AUTOMATIC TRANSFER SWITCHE TO BACK UP THE EXISTING 400A SUB-PANEL.
- SURFACE MOUNTING 45’ OF GALVANIZED NATURAL GAS LINE.
- SURFACE MOUNTING 35’ OF GALVANIZED PROPANE GAS LINE.
- SURFACE MOUNTING 30’ ELECTRICAL CONDUIT
- GENERATOR WILL BE SCREENED AFTER INSTALL.
- GENERATOR WILL ONLY OPERATE DURING NO-POWER EMERGENCY.
- GENERATOR BTU = 333,000



PLACARD TO BE PLACED ON MAIN PANEL.

CALIFORNIA CODES AND STANDARDS

2022 CALIFORNIA BUILDING CODE (CBC)
2022 CALIFORNIA MECHANICAL CODE (CMC)
2022 CALIFORNIA RESIDENTIAL CODE (CoLARC)
2022 CALIFORNIA ENERGY CODE (CEnC) WITH LOCAL AMENDMENTS
2022 CALIFORNIA ELECTRICAL CODE (CEC)
2022 CALIFORNIA PLUMBING CODE (CPC)
2022 NATIONAL ELECTRICAL CODE (NEC)
GREEN BUILDING STANDS CODE (CGBSC)
2022 CALIFORNIA FIRE CODE / NATIONAL FIRE PROTECTION ASSOCIATION

LTGENERATORS
14932 Delano St
Van Nuys, CA 91411
818-787-1470
CA State Contractors Lic.# 602073
Class: B, C10, C36

PROJECT:

Rolling Hills
Community Association
1 Portuguese Bend Road
Rolling Hills CA 90274

SHEET TITLE:

GENERAL NOTES, SYMBOLS, AND SHEET INDEX

DESCRIPTION	DATE
SUBMITTAL	03/04/2023

SHEET NO.

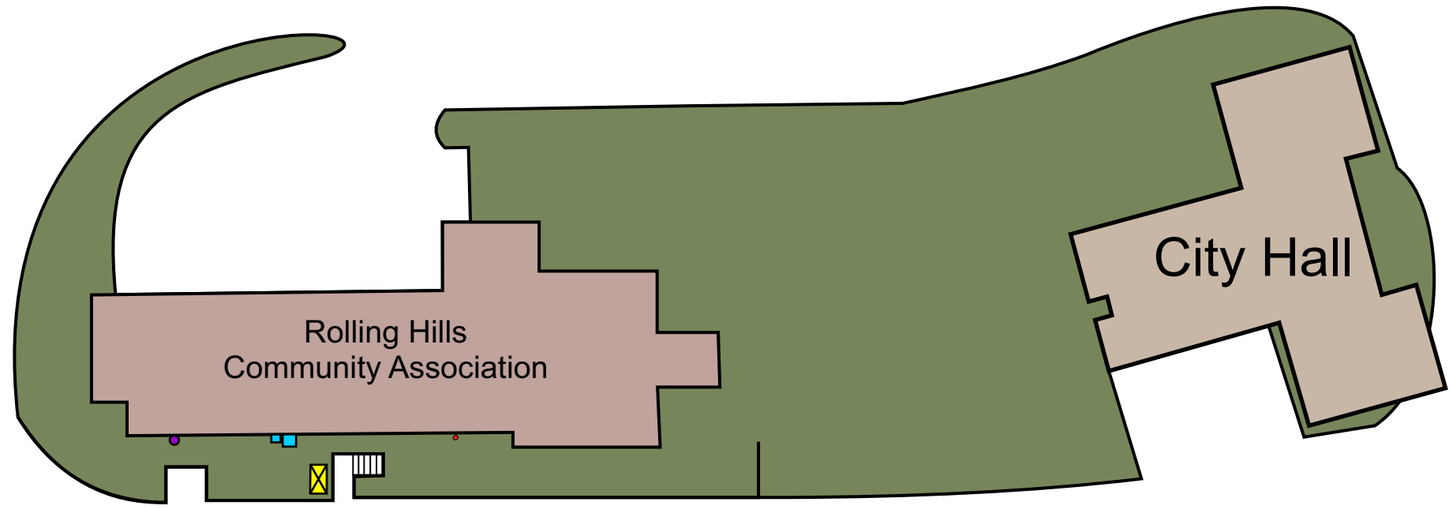
G1

N.T.S.

P.L.

P.L.

P.L.



PARKING SPACES

P.L.

LTGENERATORS
14932 Delano St
Van Nuys, CA 91411
818-787-1470
CA State Contractors Lic.# 602073
Class: B, C10, C36

PROJECT:

Rolling Hills
Community Association
1 Portuguese Bend Road
Rolling Hills CA 90274

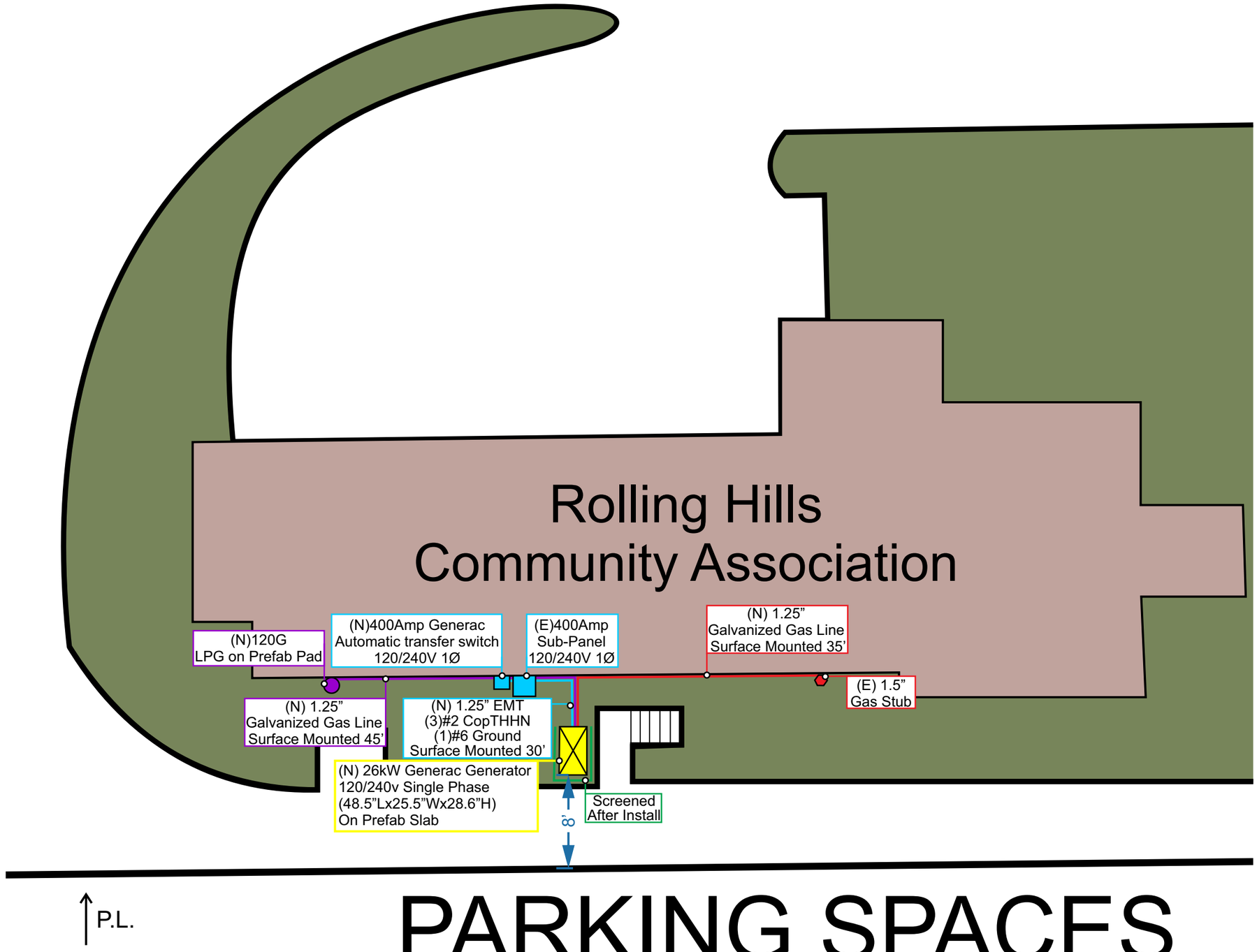
SHEET TITLE:

SITE PLAN

DESCRIPTION	DATE
SUBMITTAL	03/04/2023

SHEET NO.

G2



N.T.S.

LTGENERATORS
14932 Delano St
Van Nuys, CA 91411
818-787-1470
CA State Contractors Lic.# 602073
Class: B, C10, C36

PROJECT:

Rolling Hills
Community Association
1 Portuguese Bend Road
Rolling Hills CA 90274

SHEET TITLE:

Site Plan Detail

DESCRIPTION	DATE
SUBMITTAL	03/04/2023

SHEET NO.

G3

Agenda Item No.: 13.B
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **RECEIVE AND FILE AN UPDATE FROM SITELOGIQ REGARDING THE SOLAR PHOTOVOLTAIC DUAL-FUEL EMERGENCY GENERATOR PROJECT FOR THE CITY HALL CAMPUS BACK-UP POWER / RESILIENCY AND TIMELINE TOWARDS A PUBLIC HEARING**

DATE: **March 11, 2024**

BACKGROUND:
A diesel back-up power generator served the City Hall campus for many years, but the unit became inoperable in 2019. In late 2020, the City Council commissioned professional expertise to offer options for providing reliable back-up power to the City Hall campus, including the Rolling Hills Community Association (RHCA) building and operations.

Between October 2020 and March 2023, the City Council reviewed options provided by a professional architectural and engineering team working on the City Hall ADA project. In 2021, the architectural and engineering team provided a solar panel and battery back-up solution with estimated installation costs, based on the following requirements, to be approximately $250,000:

- Current City Hall campus demand based on electric bills for 2020/2021
- Supply 24 hours of backup power
- 16 kWh battery backup
- 75 kW Solar Photovoltaic system

The City Council subsequently assigned further exploration to the RHCA. After some time, the RHCA requested city staff take back ownership of a project, whereupon City staff brought it to the City Council. On March 27, 2023, the City Council directed staff to explore the solar/battery back-up power option. With this direction, city staff could approach the project conventionally by preparing an engineering design and advertising for construction bids or considering other alternatives as presented to the former City Manager.

On April 24, 2023, at the invitation of the former City Manager, SitelogIQ, an energy solutions

company, presented an alternate approach to delivering the solar/battery backup power solution to the City Council. SitelogIQ is a licensed General Contractor delivering energy infrastructure programs for State and local governments. SitelogIQ discussed available funds from the Federal government, including the Inflation Reduction Act (IRA) that could offset local government expenditures on energy projects. Such projects involve the installation or modification of improvements to an energy-efficient or renewable energy system.

Via the IRA, the Federal government allows the city to obtain a federal tax credit in the form of a direct payment (i.e., rebate) for energy storage (battery), electrical infrastructure, solar, and microgrid controllers. The rebate could be as high as 30% of the project cost, provided the project is completed within a specific timeframe.

In the previous four years, City staff had many successes securing grant funds or other fund sources to offset the use of the General Fund for city projects. To move forward and execute a backup power project, the City Council was presented with two options: 1) to set aside a projected budget surplus or 2) use savings from the General Fund Reserves. In the SitelogIQ approach, the City could potentially save on design engineering costs by solely sourcing the project to SitelogIQ, thereby offsetting General Fund expenditures with SitelogIQ assisting the City in utilizing the Federal government's IRA rebate.

In May 2023, SitelogIQ provided City staff with a Letter of Agreement (LOA) for consideration. The LOA outlined SitelogIQ's scope of services to develop an energy project that satisfies the city's requirements for a design/engineering cost of $28,500. If the city ultimately chooses to enter into a contract with SitelogIQ for project implementation within 60 days after receiving a formal presentation of the proposed project, SitelogIQ's design and engineering fee would be waived. Beyond the aforementioned 60 days, the fee paid would be credited toward the project's total implementation cost.

Per SitelogIQ, the California Government Code 4217.10 provides the ability for public agencies to sole source the project delivery to SitelogIQ as long as the requirements of the code section are met.

Given the past year's staff vacancies, the lack of technical expertise on energy projects, the current workload to deliver the CalOES/FEMA Hazard Mitigation Program grants, and the possibility to offset General Fund expenditures for the backup power project, staff recommended at the June 12, 2023 City Council meeting, the City Council accepted staff's recommendation and directed staff to engage the services of SitelogIQ.

On June 26, 2023, the City Council approved a Professional Services Agreement with SitelogIQ.

Over the summer and fall of 2023, SitelogIQ conducted an initial site walk to determine the scope and scale of the program. Their work has included the following:

- Compiled utility tariff and reviewed historical utility usage/bill analysis for the City Hall campus / tennis courts;
- Modeled future use and operation of a distributed energy resource composed of solar photovoltaic and battery energy storage and performance using industry-leading software platform, Energy Toolbase;
- Evaluated/selected products and equipment. The electrical load and service voltage limited SitelogIQ to four primary products/manufacturers. These were benchmarked

against each other, with the selected product meeting the following criteria: cost, efficiency, and application;
- Hosted contractors on-site to walk through the scope and existing conditions.
- Validated equipment, material quotes, and labor bids;
- Developed cashflow and identified funding pathways;
- Met with City staff to review preliminary project scope;
- Conducted internal review to identify risks and challenges;
- Reviewed the application process for the IRA and calculated the “elective pay” tax incentive based on total eligible costs

SitelogIQ's project team developed a comprehensive scope of work around resiliency that provides a turn-key design-build solution to the City. They compiled a 20-year program cash flow incorporating ongoing maintenance and operations that was reviewed by the former Interim City Manager and current City Manager / staff.

On December 14, 2023, SiteLogiQ presented their findings and proformas to the City Council as two options:
- Option 1 – Cash deal for the entire scope of work
- Option 2 (No EV) – Cash deal for a scope of work without EV Charging

The City Council unanimously provided SiteLogiQ with direction to explore solutions that were more cost effective including the use of natural gas/propane backup solutions versus the proposed battery storage option, and to research other potential grants that could offset capital investment.

DISCUSSION:
Since December 2023, SiteLogiQ has revisited the program approach, with a focus on the scope and scale of the Photovoltaic (PV) system and Energy Storage. Per City Council's direction they performed the following tasks:
- Kept the PV system at approximately the same size and in the same location;
- Removed the EV charging station;
- Reduced the energy storage system;
- Introduced a dual-fuel energy generator was to the solution mix;
- Reviewed utility cost avoidance projections based on the change of scope;
- Solicited budgetary pricing from vendors and subcontractors for equipment and installation labor;
- Reviewed the IRA application and recalculated the predicted credit value based on 30-40% of the eligible cost;
- Reviewed and qualified Utility and CEC programs (03/05/2024);
- Developed summary table for presentation to staff.

The attached Distributed Energy Resource (DER) Options Matrix will show the original proposed project as Option A, the revised Solar-PV system with a dual-fuel emergency generator as Option B and a third Option C depicting the addition of a dual-fuel emergency generator only.

Based on Council feedback, staff is recommending the City Council consider Option B with a net-implementation budget and one-time capital cost of $309,200 (after the receipt of estimated IRA funding). The IRA funding would come to the City in Q1 of the following year after project completion which is estimated to be by end of this calendar year. This would be

treated as a reimbursement to the City after paying the total implementation budget of $418,000. It should be noted that SiteLogiQ anticipates potential downward movement in the proposed program budget once they understand the final scope, schedule and contract terms.

As previously discussed, implementation of a PV system will have immediate and long-term utility cost avoidance savings. SiteLogiQ has estimated a 5% annual increase in rates in their utility cost avoidance projections. In 2023 the rate increase was 7.2%. In 2024 the forecasted rate increase is 7.6%.

SCE has also requested a rate increase in its General Rate Case application (A.23-05-010) for 2025, 2026, 2027, and 2028. In this application, SCE asked the California Public Utilities Commission (CPUC) for an authorized base revenue requirement (ABRR) of $10.27 billion to become effective January 1, 2025. Including sales updates and a $95.57 million in one-time memorandum accounts recoveries, the request represents a $1.90 billion, or 23 percent, increase in 2025 over 2024 requested base rates. Increases for 2026, 2027 and 2028 are $373.1, $476.5, and $514.5 million, respectively. A proposed decision on the application for the 2025 test year is expected in the first quarter of 2025.

FISCAL IMPACT:
The total fiscal impact of the project would be $309,200. At the June 12, 2023 City Council meeting, the FY 2023-2024 budget was approved, including an allocation of $250,000 to the City Hall campus back-up power project. SiteLogIQ's proforma assumes rebates of up to $108,800. This would leave the unfunded portion of the potential project at $59,200.

RECOMMENDATION:
Receive and file, provide direction to staff and SiteLogIQ to bring the project presentation to the Planning Commission and RHCA Board before returning for a formal Public Hearing with the City Council.

ATTACHMENTS:
CL_AGN_240311_CC_SiteLogiQ_DER_OptionsMatrix.pdf

Rolling Hills - Distributed Energy Resource (DER) Options Matrix
March 6, 2027

	Option A: Solar-PV System Dual-Fuel Emergency Generator Energy Storage (Battery) Microgrid capable	Option B: Solar-PV System Dual-Fuel Emergency Generator	Option C: Dual-Fuel Emergency Generator
Program Budget			
Turn-key Implementation	$605,000.00	$418,000.00	$146,000.00
Implementation Budget **w/o** emergency generator	$459,000.00	$272,000.00	n/a
Utility Cost Avoidance			
Year 1 (12 months after installation)	$13,735.05	$7,763.70	n/a
30-year Annual Savings w/ utility cost escalation	$912,540.89	$515,811.28	n/a
Funding Sources			
Inflation Reduction Act	$183,600.00	$108,800.00	n/a
SCE: Microgrid Incentive Program	n/a	n/a	n/a
CEC: Distributed Electricity Backup Assets	n/a (for Program Year 2024)	n/a (for Program Year 2024)	n/a
Net- Implementation Budget			
Implementation Budget after Incentives, Grants	$421,400.00	$309,200.00	n/a
Implementation Budget after Incentives, Grants **w/o** emergency generator	$275,400.00	$163,200.00	n/a
Economic Summary			
Payback term **w/o** utility cost escalation	30.7 years	39.8 years	-
Payback term w/ utility cost escalation	19 - 20 years	22 - 23 years	-
Payback term w/ utility cost escalation **w/o** emergency generator	14-15 years	14 - 15 years	-

Agenda Item No.: 14.A
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **RECEIVE A REPORT ON THE ACTION OF THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) BOARD OF DIRECTORS REGARDING MEMBERSHIP DUES AND PROVIDE DIRECTION TO STAFF (COUNCILMEMBER DIERINGER)**

DATE: **March 11, 2024**

BACKGROUND:
At the February 12 City Council meeting, under Matters from the City Council, Councilmember Dieringer presented the South Bay Cities Council of Government's (SBCCOG) Steering Committee final recommendations for potential membership dues and requested that staff place an item on the agenda.

Councilmember Dieringer participated in the January 25, 2024, SBCCOG Board of Directors meeting, where the proposed membership dues were discussed (Attachment A). The Finance Committee agreed to base the restricted reserve on operational expenses, reviewable every five years. The dues calculation formula included an assessment and a $5,000 minimum fee, with the City of Los Angeles and the County being treated similarly to the City of Torrance. This formula, which is set to increase annually based on the annual current Consumer Price Index (CPI), is important for SBCCOG member cities' budget planning to avoid financial instability caused by lapses between increases. For Fiscal Year 2024/2025, the CPI increase is approximately 3.5 percent for a total of $502,299.

Executive Director Bacharach noted that the Finance Committee also received approval of the recommendation at the SBCCOG City Managers' Meeting. She also cited the issue of grants not fully covering administrative costs and the challenges faced due to the depletion of certain grant funds, even though the SBCCOG is a unique membership organization that provides direct services to cities.

During discussions, Councilmember Dieringer shared the minimal resources of Rolling Hills, how most of the city's funding comes from reserves, and requested that a category based on the city's population size be considered. The proposed FY 24/25 Rolling Hills membership

dues, which includes the special planning assessment fee, is $8,091. This includes a 3.5% CPI increase.

The Board ultimately voted to accept the Finance Committee recommendations but sent the item back to the Steering Committee for further discussion on potential annual CPI increases with a not-to-exceed cap.

Councilmember Dieringer attended the SBCCOG Steering Committee meeting on February 12, 2024. She again requested a special consideration in membership dues for the City of Rolling Hills. A vote was taken and failed. The Steering Committee agreed that the annual dues increase going forward will be based on a fiscal year's year CPI with a not-to-exceed cap of 5%. The Board will re-evaluate the dues and annual increase after a five-year period.

On February 22, 2024, the SBCCOG Board meeting had a consent agenda item to accept the proposed dues recommendations, formally approve the intent to raise dues and notify the member cities. The item was pulled, and discussion ensued. Councilmember Wilson spoke on behalf of the City of Rolling Hills and requested consideration of a discounted annual dues amount since the population of the City is so small. Councilmember Dieringer also spoke on behalf of the City and made two separate motions to (1) reconvene the Finance Committee and reconsider the dues formula with LA County's two districts absorbing more of the member costs as well as a reevaluation of the dues formula to make it more equitable, and (2) a substitute motion to allow for a discounted rate as the SBCCOG had allowed for this fiscal year. Both motions failed for a lack of a second.

The City of Lomita made a motion to accept the item as presented, which was seconded by the City of Gardena. The motion was carried with 9 Yeas, 1 Nay, 1 Abstention, and 7 members not present.

DISCUSSION:
The SBCCOG provides a variety of services to the local member cities and, in many cases, can offset costs, especially for smaller cities with little resources or staff. Some examples of programs the City of Rolling Hills participates in, has taken advantage of recently, or various benefits to membership include:

- Facility Equipment Inventory
    - SBCCOG inventoried City Hall and RHCA and identified ongoing cost-saving opportunities.
    - SBCCOG worked with the SoCalREN to try to get the HVAC unit incentivized. While not eligible through this program, SBCCOG staff is working with SCE on behalf of Rolling Hills and will ask about any other potential incentives for the unit to offset the capital costs already incurred.
- Grants
    - SBCCOG wrote the application for SB1383. The COG put in a considerable amount of work to speak with city staff and write the application.
    - SBCCOG submitted a CalFire Wildfire Grant on behalf of Rolling Hills and other Peninsula cities.
- Fiber
    - Rolling Hills is part of the South Bay Fiber Network, which is extremely helpful for

our IT needs. SBCCOG monitors the service levels to ensure ongoing month-to-month savings.

- General support
  - SBCCOG works directly with City staff regarding sustainability and provides research regarding access to resources.
- SBCCOG is a resource for eventually using Measure M & R monies.
- SBCCOG monitors Housing issues.
- SBCCOG monitors legislation and reports on recommendations and lobbies for member cities in coordination with CalCities to protect local control.
- SBCCOG looks forward to future years to help secure resources, including funding and education, to help member cities meet future needs.

FISCAL IMPACT:
The SBCCOG membership dues as proposed, but not formally approved until this Spring, would go into effect on July 1, 2024. The proposed FY24/25 dues would be $8,091.

RECOMMENDATION:
Receive and file. Provide direction to staff.

ATTACHMENTS:
CL_AGN_240224_CC_SBCCOG_NOI_Dues.pdf
CL_AGN_240125_CC_SBCCOG_FInanceCommRecs_Dues.pdf
CL_AGN_240311_CC_SBCCOG_Services_Estimates_RH.pdf
CL_AGN_240311_CC_SBCCOG_FY23-24_Mid-YearBudget.pdf

South Bay Cities Council of Governments

February 28, 2024

TO: SBCCOG Member Agencies

FROM: SBCCOG Board of Directors

SUBJECT: 2024-2025 Dues – Notice of Intention to Consider an Increase in Dues

BACKGROUND

The Finance Committee has reviewed the dues and brought their recommendations to the February Steering Committee. The Steering Committee concurred with their recommendation. The Board of Directors approved the recommendation at the February 22 meeting.

Dues Calculation

FY 2024-25 dues will be based on the total amount paid to the SBCCOG for FY2023-2024 with an increase using the annual 2023 CPI of 3.5%. Additionally, there would be an annual CPI increase every fiscal year, following the respective annual CPI, with a cap (a maximum increase limit) of 5%.

Bylaws Notification

In order to comply with the SBCCOG By-Laws, if there is going to be a dues increase, there needs to be a notice of intention to increase the dues sent 60 days before such an action.

The actual Bylaws provision reads as follow: *Dues. The Members of the Council shall be responsible for the payment to the Council annually, of dues and the amounts periodically budgeted by the Governing Board, as and for the operating costs of the Council ("Dues"). Sixty (60) days' notice shall be provided to Members of the date of the meeting at which any increase in the Dues is to be determined for the following year. If an increase in dues is proposed from the previous year, an affirmative vote of two-thirds (2/3) of the total voting membership of the Governing Board is required to set the new dues.*

APPROVED AT FEBRUARY 22 BOARD MEETING

The Board states its intention to consider a dues increase for the coming year and notify all member agencies. The vote on this issue will be on the April 25 Board meeting agenda and will guide the development of the FY 2024-2025 budget.

Additionally if the dues recommendation is adopted, the 60 day notice and 2/3 vote requirement in the Bylaws will not apply to the automatic CPI adjustment in future years.

South Bay Cities Council of Governments

Finance Committee Report to Board of Directors

January 25, 2024



SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

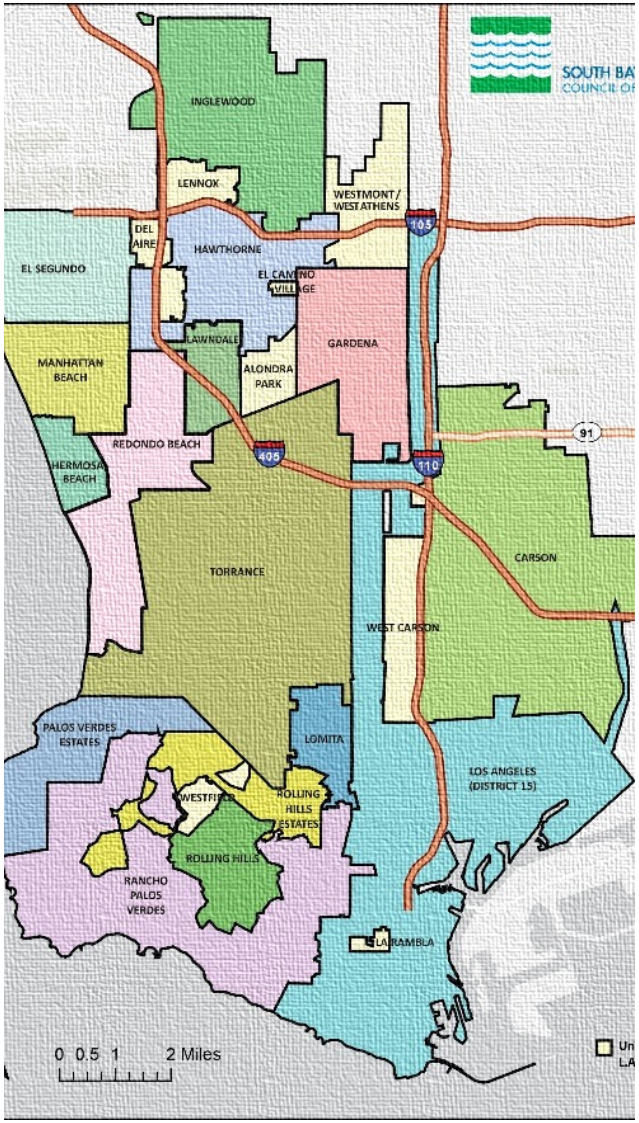
Finance Committee Members

Meeting Attendees

#1 = Cedric Hicks, Rodney Tanaka, Barry Waite, John Cruikshank

#2 = Cedric Hicks, Rodney Tanaka, Zein Obaji, Barry Waite, John Cruikshank

#3 = Rodney Tanaka, Zein Obaji, Barry Waite, John Cruikshank, Victoria Lozzi, & Christian Horvath (to represent Pat Wilson)

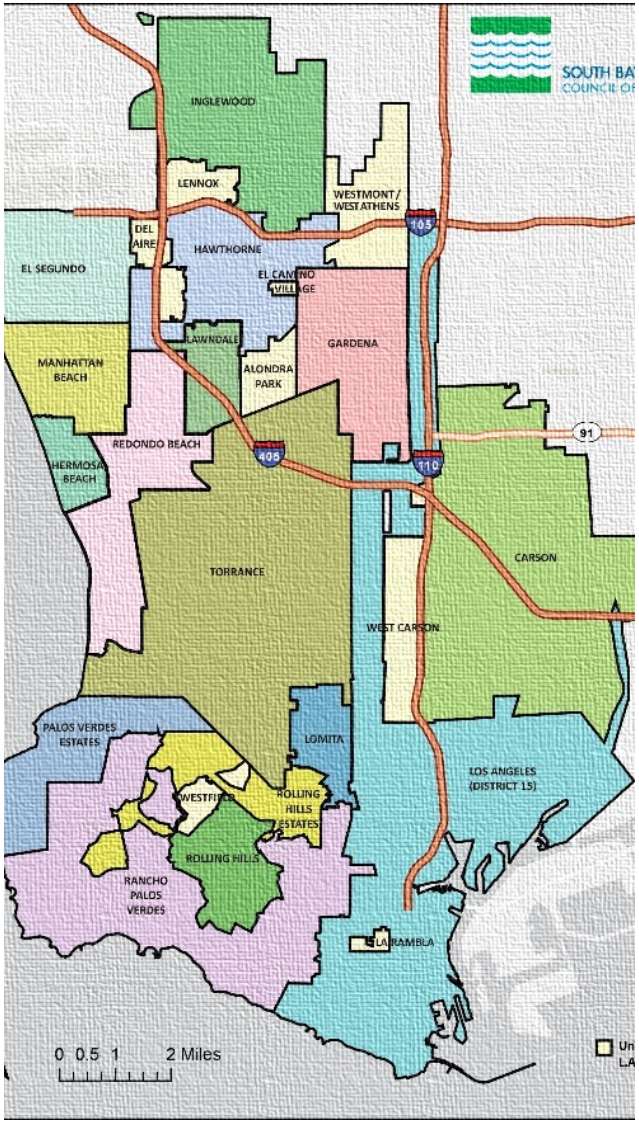


Overview

SBCCOG Finance Committee met three times to discuss and make recommendations on the Restricted Reserve Policy and Dues Formula.

The Committee:

- Reviewed SBCCOG and Other COG reserve policies and dues formulas as well as dues increase practices
- Discussed reserve policy options and related data such as SBCCOG shutdown costs and operational expenses
- Discussed SBCCOG current dues formula and reviewed various dues scenarios including updated agency population and budgets
- Discussed the tremendous value of the SBCCOG and the return on investment that cities receive program funding at 10 times that of what they pay for dues
- Discussed at Jan. 8, 2024 Steering Committee and received no additional comments
- **Note! City Managers reviewed and approved the Finance Committee recommendations at their Jan. 17 meeting**



Restricted Reserve Policy

After review and discussion, the SBCCOG Finance Committee came to a consensus on a policy revision.

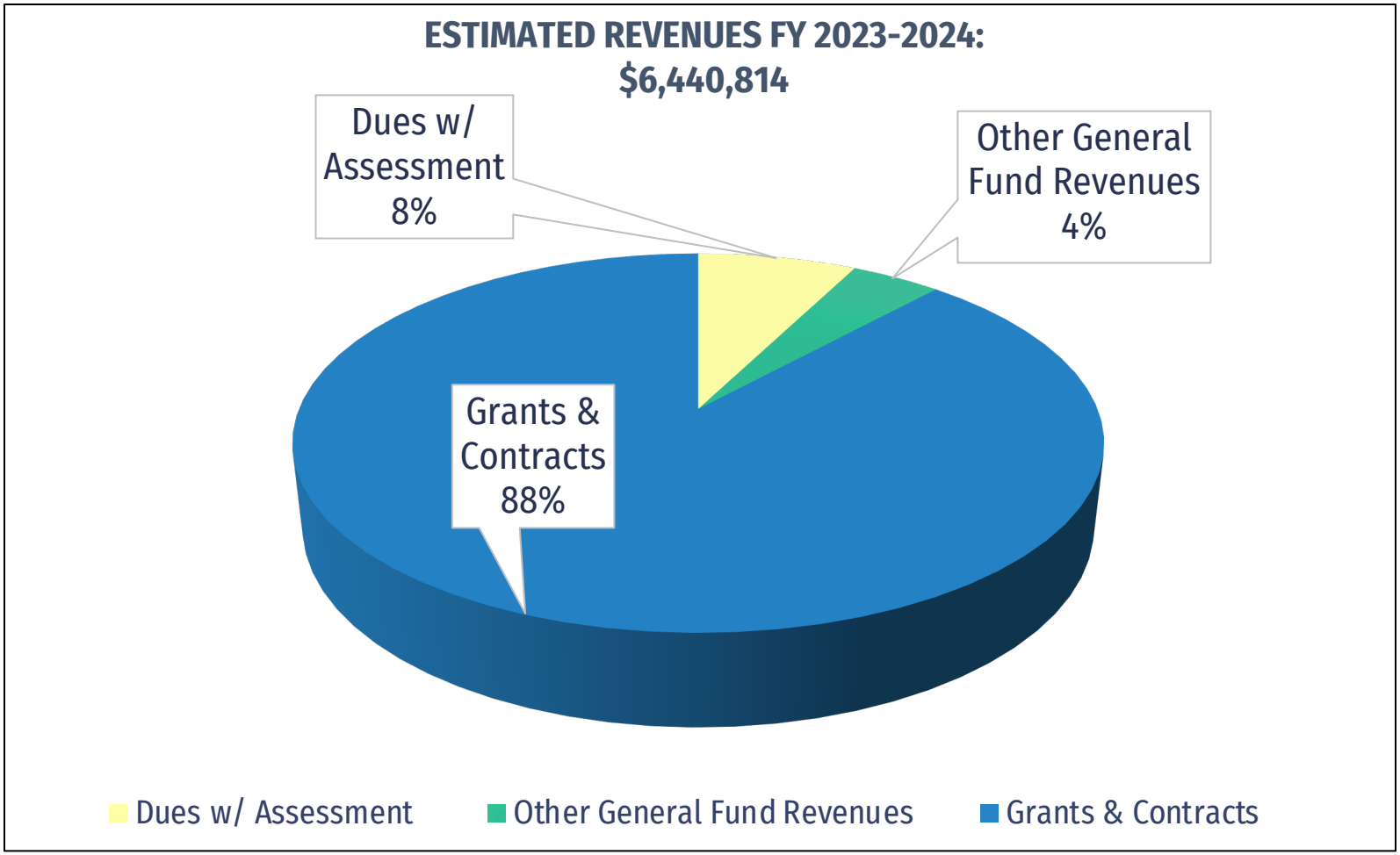
Revised Policy

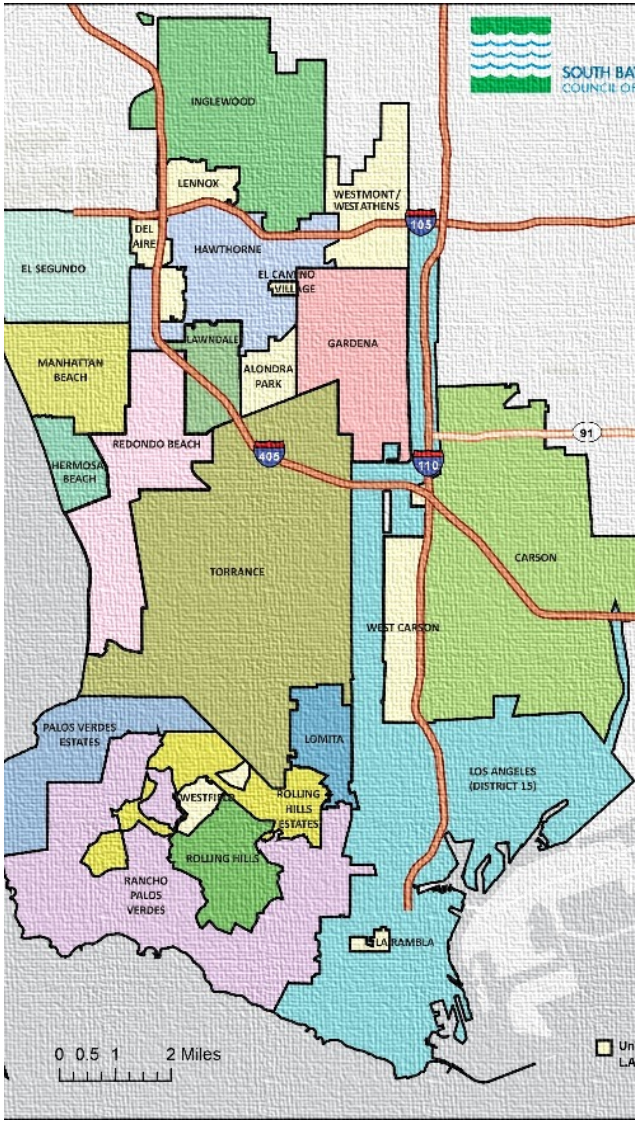
- ***Restricted Reserve to be based on operational expense equal to at least 3 months and reviewed every 5 years***
- 3 months of operational expenses based on FY 2022-23 Yr-End Close is $347,884 and the current Restricted Reserve Balance is $405,000 – **GOAL MET**

Discussion Points

- Shutdown costs are no longer relevant as there is low probability the organization will be terminating operations
- Restricted Reserve is needed to help ensure financial stability and address cashflow needs

Dues Vs Outside Funding





Dues Formula

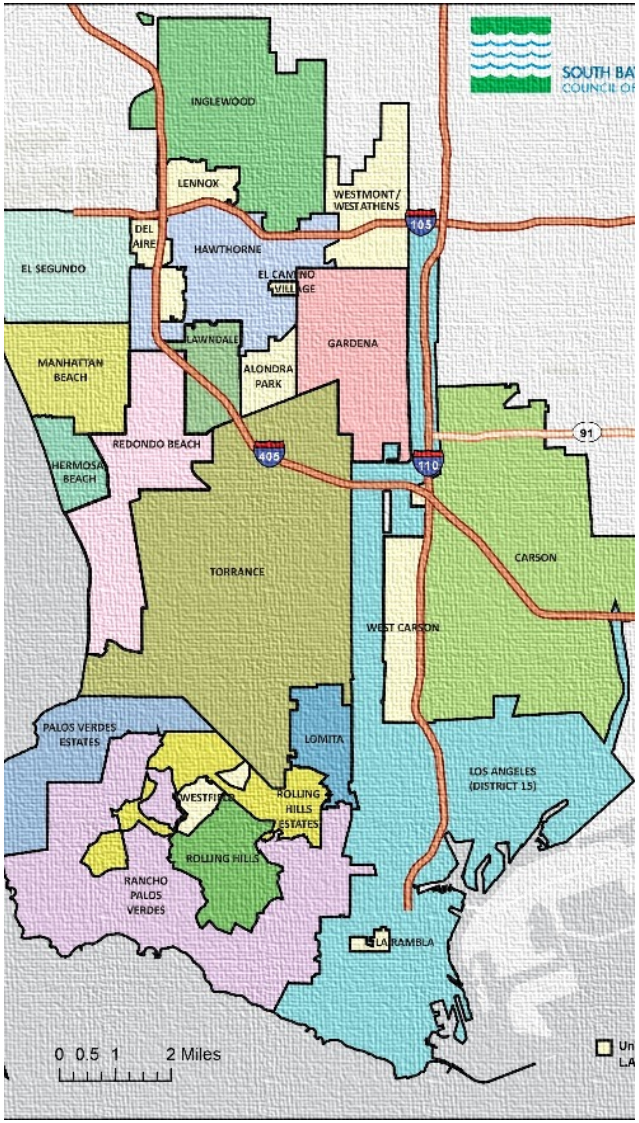
After review and discussion, the SBCCOG Finance Committee came to the following consensus:

Formula

- ***Keep the existing dues calculation which includes the assessment and the $5,000 minimum fee with the County and City of LA treated the same as Torrance and increase dues annually based on the annual CPI***
- FY 2023-24 total dues were $485,313 and would increase by approximately 3.5% for a total $502,299 in FY 2024-25

Discussion Points

- Existing dues calculation has the most even spread among the members and accounts for the diversity of size, resources, business, and resident populations.
- Cities like certainty in the dues so that they know what to put in their budgets. The existing dues with CPI provides that certainty.

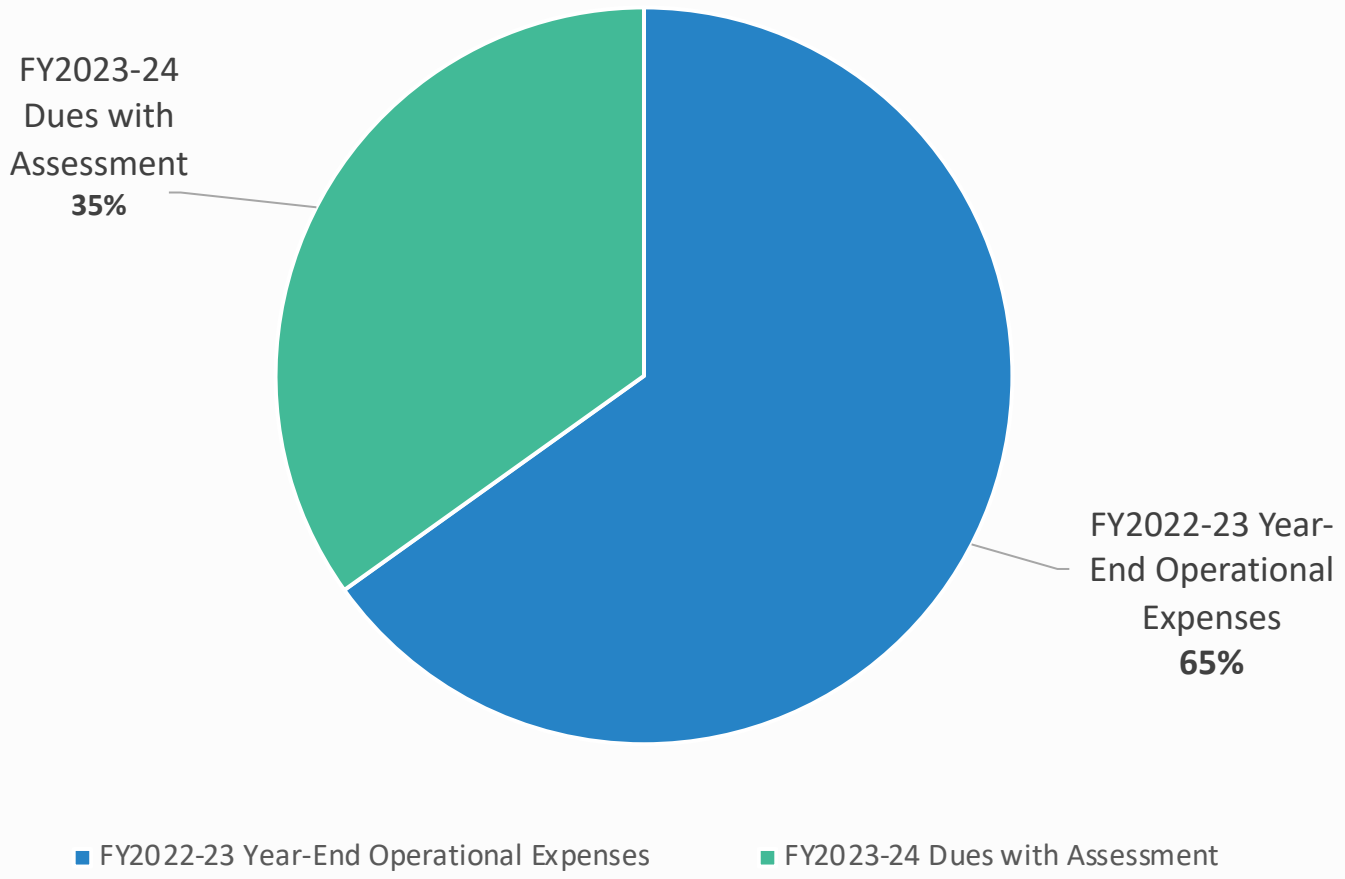


Dues Formula – cont.

Discussion Points – cont.

- The formula needs to be set with regular increases so that there are not long lapses between increases causing issues of financial instability and continued discussions using valuable time and resources for both city elected officials and SBCCOG staff
- Incorporating the assessment is important due to changing policies of other agencies re: how much administration can be charged to grants
- City Managers have always been supportive of the work of the SBCCOG and appreciate the value the organization brings to their cities
- Some cities will not be pleased with increases but should recognize that costs overtime continue to increase
- The SBCCOG is not like other city membership organizations and comparisons of the 479 member LCC, the 77 member Contract Cities and the 40 member Independent Cities with the 17 member SBCCOG are apples to oranges. Additionally, the SBCCOG provides direct services to cities as an extension of city staff

Percentage of Operational Expenses Currently Covered by Dues



Current Dues with 3.5% CPI

City/Agency/Entity	Approved FY 2023-24 Increase	Special Assessment Fee	Total Membership Costs	FY2024-25 Potential Total Using Annual CPI of 3.5%
Carson	29,464	4,500	33,964	35,153
El Segundo	18,177	2,000	20,177	20,883
Gardena	23,944	3,250	27,194	28,146
Hawthorne	30,095	4,500	34,595	35,806
Hermosa Beach	13,253	2,000	15,253	15,787
Inglewood	44,615	4,500	49,115	50,834
Lawndale	15,722	3,250	18,972	19,636
Lomita	11,801	2,000	13,801	14,284
Los Angeles	50,704	4,500	55,204	57,136
Manhattan Beach	19,146	3,250	22,396	23,180
Palos Verdes Estates	11,142	2,000	13,142	13,602
Rancho Palos Verdes	17,051	3,250	20,301	21,012
Redondo Beach	26,615	3,250	29,865	30,910
Rolling Hills	6,817	1,000	7,817	8,091
Rolling Hills Estates	9,854	2,000	11,854	12,269
Torrance	50,704	4,500	55,204	57,136
County of Los Angeles	51,959	4,500	56,459	58,435
	431,063	**54,250**	**485,313**	**502,299**



Budget Schedule –

- Notify the Board in Feb. 2024 that an increase is being considered
- Determine recommended dues for budget preparation at April 2024 Steering Committee meeting
- Discussion of Budget at May 2024 Board meeting
- Action: Budget Adoption at June 2024 Board meeting

Next Steps –

- Review by Steering Committee at Feb. 12, 2024 meeting
- Recommendation for approval at Feb. Board meeting depending on feedback

City of Rolling Hills
Cost Estimates for Work Performed by SBCCOG

South Bay City Council of Governments - Items provided to RH	SBCCOG Funds	In-House	Consultant (Estimate)	Opt Out	Legislative Mandate (Yes/No)	Direct or Indirect Benefit	Comments
Facility Equipment Inventory/Energy Efficiency							
SBCCOG inventoried City Hall and RHCA and identified ongoing cost-saving opportunities.	Part-Time Employee & technical support from outside consulting firm at a cost of $25,000	$5,292.20*	-	-	No	Direct	While identifying incentives is not mandated, the state continues to mandate equipment refrigerants and energy consumption. The SBCCOG's partnership with the SoCalREN (energy efficiency) goes out 8 years and a lot can change in that time period. This partnership helps ensure that cities have access to technical resources and incentives now and in the future.
SBCCOG worked with the SoCalREN to try to get the HVAC unit incentivized					No	Direct	
Grant Application/Writing							
SBCCOG wrote the application for SB1383.	Part-Time Employee	$5,292.20*	$30,000.00	-	No due to city size	Direct	In addition to completing the applications, the SBCCOG seeks opportunities to bring funding to South Bay subregion and member cities
SBCCOG submitted a CalFire Wildfire Grant on behalf of Rolling Hills and other Peninsula cities					No	Direct	
Legislative Lobbying Services							
SBCCOG monitors Housing issues, transportation, etc.	Part-time employee	$8,228**	$30,000.00	-	Monitoring is not mandated, but compliance with housing laws is	Direct	In 2021 RH, RPV,RHE and PVE considered a joint professional service agreement with a consulting firm to monitor legislation as it pertains to Peninsula cities. Ultimately, RPV was the only agency that decided to proceed with this action.
SBCCOG monitors legislation and reports on recommendations and lobbies for member cities in coordination with CalCities as well as other agencies to protect local control					Some legislation is mandated	Direct	
Metro Deputy to support Board Member	$103,954.00	-	-	-	No, but required to support South Bay Metro Board member	Indirect	
Information Technology							
South Bay Fiber Network	$100,000.00	-	$150,000	-	No	Direct	Rolling Hills is part of the SBFN, which vastly improves the City's ability to host a virtual server and conduct daily operations. SBCCOG monitors the service levels to ensure ongoing month-to-month savings.
General support							
SBCCOG works directly with City staff regarding sustainability and provides research regarding access to resources.	2 Full-Time Employee equivalent (does not include implementation of programs.	$8,228**	$100,000	-	No	Direct	Staff attends workshops and utilizes resources and information shared for potential operational cost savings.
SBCCOG is a resource for eventually using Measure M & R monies.		-			No	Indirect	City Staff can utilize COG staff for assistance regarding Local Return monies
Monitors subregional issues to help ensure the sustainability - housings (RHNA), transportation, homelessness, energy efficiency, water conservation, waste reduction, etc.		-			No	Direct	Staff utilizes resources and information shared for potential operational cost savings or service improvements.
SBCCOG proactively anticipates needs in future years to help secure resources, including funding and education, that ensure member cities meet future needs.		-			No	Direct	Staff can utilize resources and information shared for potential operational cost savings or service improvements.
Planning							
Climate Action Plan including assessing city progress to 2020 goals	75K-100k	-	$75,000.00	-	No, but agencies request demonstration of sustainability actions as requirements in city planning documents, funding, etc.	Direct	
Planning Assessment	$110,000	-	$75,000-$100,000	-	No	Direct	
Accessory Dwelling Unit (ADU) study to assess the current use and affordability of ADUs in Rolling Hills	$382,660.00	-			No	Direct	
Training for Staff							
Housing education forums - conducted by bench of experts	$101,250.00	-	-	-	No	Direct	
Committees and Working Grougs - Best practices (Parks & Rec., City Managers, Community Develop)	Part-time employee	-	-	-	No	Direct	Rolling Hills staff attend regularly

Legend:
SBCCOG Funds: 88% grants 7% dues 4% Other GF Revenues 1% Special Assessment FY23/24 Mid-Year Budget: https://southbaycities.org/wp-content/uploads/2024/02/FY2023-24-Mid-Year-Budget-1.pdf
In-House: Rolling Hill staff performing work
Consultant: Estimated cost for consultant to perform work (hired by city)
Opt Out: Cost if City does not perform the work
Legislative Mandate: Various legislation City is required to complete
Direct/Indirect: Work that directly/indirectly impacts RH
** City Clerk hourly rate (fully burdened) $66.19 at 80 hours a month*
***Planning Director hourly rate $103.53 (fully burden) at 80 hours a month*

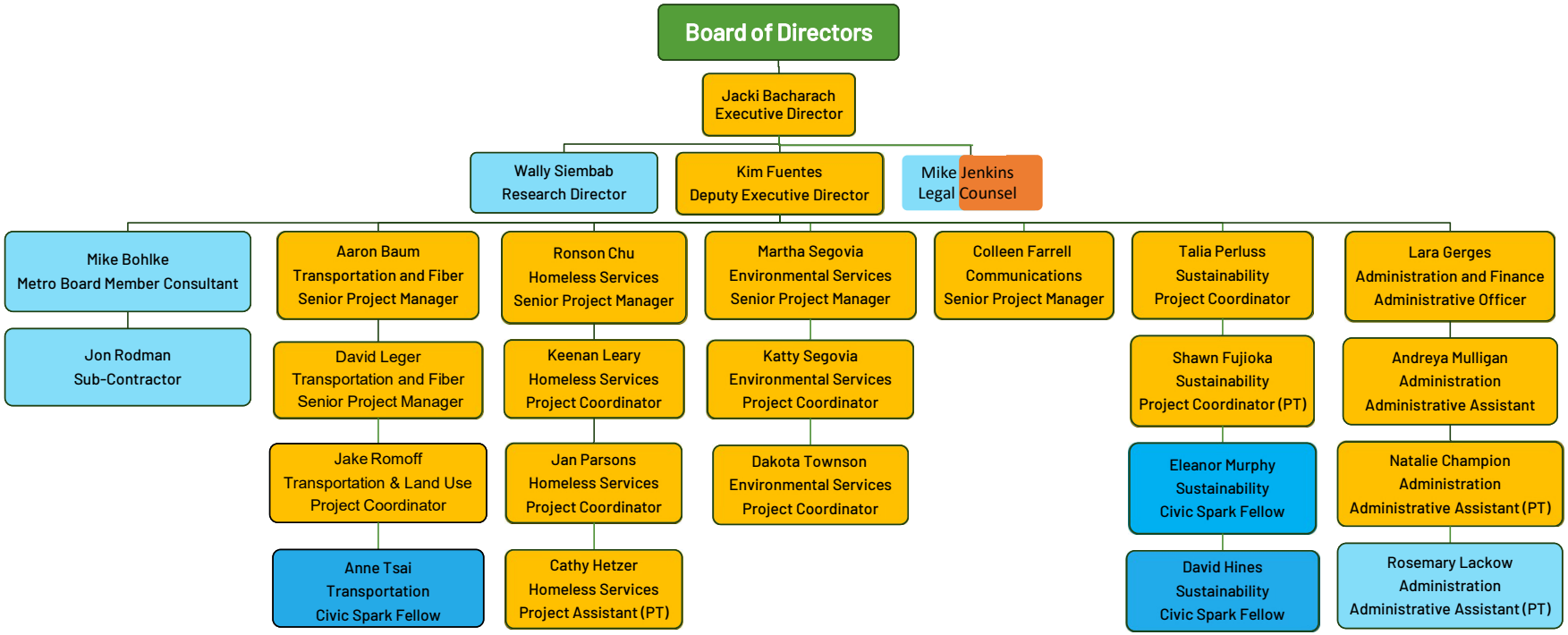
Other Council of Governments 2023-2024 Membership Dues
San Gabriel Valley – COG
Formula [$5,000 base fee + $.32 per capita] X Annual CPI Adjustment = Member Dues.
The Los Angeles area CPI report for January 2023 was referenced for the annual CPI dues adjustment. The January 2023 12-month CPI was 5.8% but was capped at 5% in the calculation of the dues. The cap for member agency dues for FY 2023-2024 is $40,233.48.
San Gabriel Valley COG is charging the City of Industry, with a population of 244, $25,055.99 for FY2023-24 dues (pg. 15 of their budget).
The City of Bradbury is in this COG, and their annual dues for 2023-24 were 6,725.04
Las Virgenes-Malibu - COG
Malibu, Agoura Hills, Hidden Hills, Westlake Village, Calabasas - $25,000 each.

SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

MID-YEAR BUDGET
FISCAL YEAR 2023-2024
February 22, 2024

SBCCOG Organization Chart

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS



Legend

- SBCCOG Contractor
- SBBCOG Employee
- Pro-Bono
- Fellowship Temporary Assignment

Last updated: 01/12/24

SBCCOG
BUDGET SUMMARY
MID-YEAR BUDGET
FISCAL YEAR 2023-2024

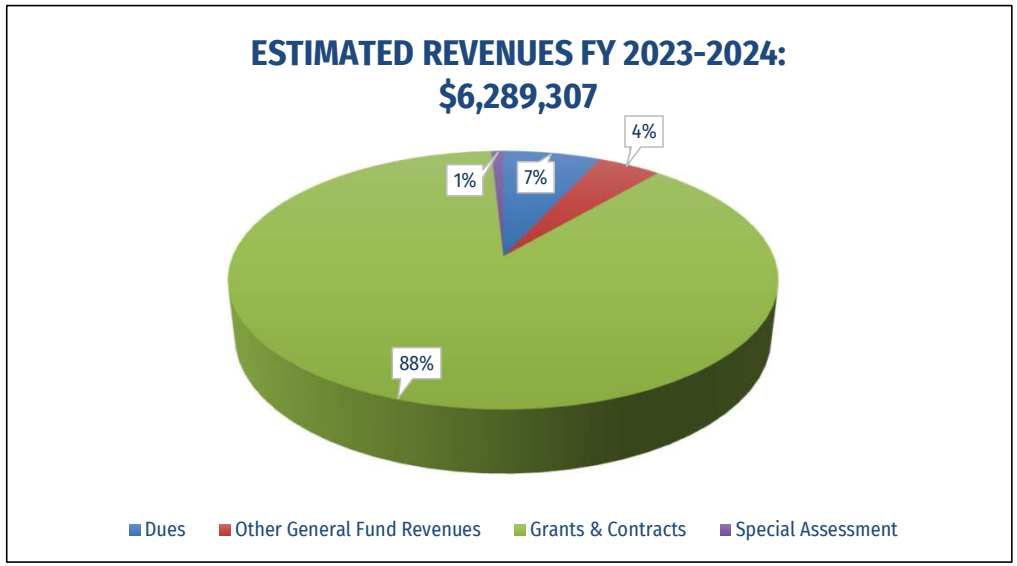
	ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	YTD AS OF 12/31/23	MID-YEAR BUDGET FY 23-24	INCREASE (DECREASE) ADOPTED BUDGET FY 23-24 / MID-YEAR BUDGET FY 23-24 AMOUNT	PERCENT
ESTIMATED REVENUES:						
Dues	$ 392,499	$ 431,063	$ 427,746	$ 431,063	$ -	-
Other General Fund Revenues	313,357	274,517	88,930	279,064	4,547	1.7%
Grants & Contracts Revenues	2,819,889	5,681,983	713,944	5,525,930	(156,053)	-2.7%
Special Assessment	52,000	53,250	54,250	53,250	-	-
Total Revenues	**$ 3,577,745**	**$ 6,440,814**	**$ 1,284,870**	**$ 6,289,307**	**$ (151,507)**	**-2.35%**
ESTIMATED EXPENDITURES:						
Salaries & Benefits	$ 1,201,093	$ 1,735,978	$ 711,465	$ 1,595,101	$ (140,877)	-8.1%
Professional/Contractual	1,495,423	3,498,973	476,113	2,660,955	(838,018)	-24.0%
Supplies & Services	595,109	1,424,091	552,054	2,111,088	686,997	48.2%
Audit & Other Adjustments	139,197	-	-	-	-	-
Total Expenditures	**$ 3,430,822**	**$ 6,659,042**	**$ 1,739,633**	**$ 6,367,143**	**$ (291,899)**	**-4.38%**
Revenues less Expenditures	$ 146,922	$ (218,228)	$ (454,763)	$ (77,837)	$ 140,392	-64.33%
Use of General Fund Balance	*20,628*	*218,228*		*77,837*	(140,392)	-64.3%
	$ 167,550	**$ -**	**$ (454,763)**	**$ 0**	**$ -**	**-128.67%**

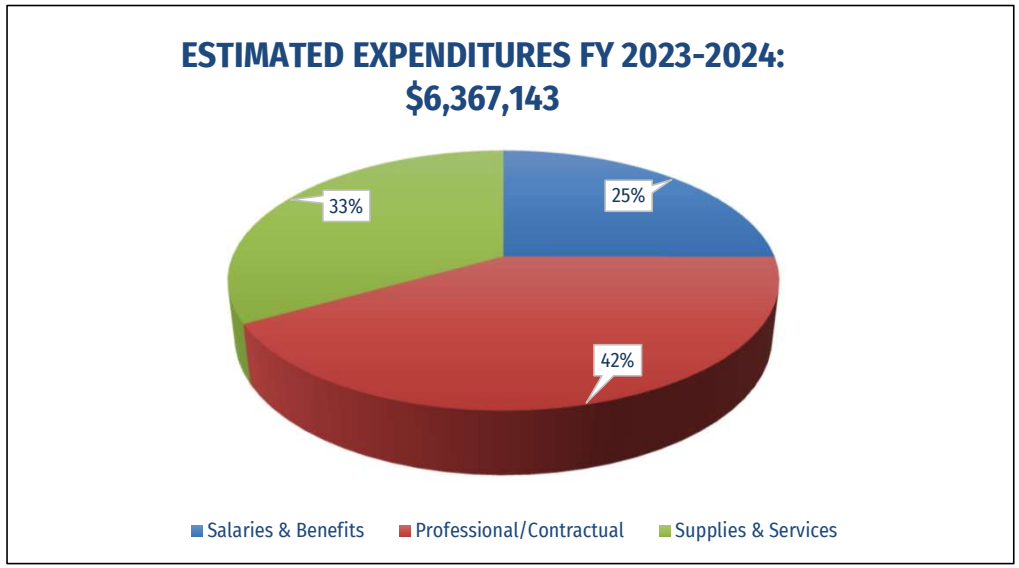
RESERVES:

Total Restricted Reserve Commitment	**$ 405,000**
Reserve Goal	*405,000*

Reserve to be evaluated per policy in FY 28-29

SBCCOG
ESTIMATED REVENUES / EXPENDITURES CHARTS
MID-YEAR BUDGET
FISCAL YEAR 2023-2024





REVENUE DETAILS BY ACCOUNT
MID-YEAR BUDGET
FISCAL YEAR 2023-2024

REVENUE SOURCE:	ACCOUNT CODE	ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	YTD AS OF 12/31/23	MID-YEAR BUDGET FY 23-24	INCREASE (DECREASE) ADOPTED BUDGET FY 23-24 / MID-YEAR BUDGET FY 23-24 AMOUNT	PERCENT
Dues	4020	$ 392,499	$ 431,063	$ 427,746	$ 431,063	$ -	-
Special Assessment	4026	52,000	53,250	54,250	53,250	-	-
General Assembly Sponsorship	4050	67,500	60,000	2,500	60,000	-	-
MTA South Bay Deputy	4070	109,425	112,652	49,391	112,652	-	-
Interest Income	4090	65,324	36,065	25,217	36,065	-	-
Green Business Assist Program	4125	7,500	7,500	7,500	7,500	-	-
CIMP Dominguez Channel Admin Fee	4035	56,500	56,500	-	56,500	-	-
City Staff Refreshment Contributions - **New**	4195	-	-	-	1,200	1,200	N/A
Room Usage/Rentals	4899	1,050	1,800	975	1,800	-	-
Miscellaneous Revenue	4999	6,058	-	3,347	3,347	3,347	N/A
Sub-total General Fund Revenues		**$ 757,856**	**$ 758,830**	**$ 570,926**	**$ 763,377**	**$ 4,547**	**0.60%**
GBN Hawthorne	4126	$ 30,000	$ 30,000	$ -	$ 30,000	$ -	-
GBN Torrance	4127	30,000	15,000	-	15,000	-	-
GBN El Segundo	4128	27,000	24,500	16,050	24,500	-	-
DWP Outreach	4512	40,000	40,000	13,333	40,000	-	-
SCG Contract	4513	-	83,333	24,002	50,000	(33,333)	-40.0%
WBMWD Contract	4520	159,211	170,740	77,480	170,740	-	-
Sanitation District	4525	49,000	49,000	12,250	49,000	-	-
Torrance Water	4540	25,375	29,000	3,625	29,000	-	-
Water Replenishment District	4610	66,000	72,000	18,000	72,000	-	-
Metro Express Lane	4546	48,000	48,000	24,000	48,000	-	-
Measure R Hwy	4570	16,563	15,000	3,330	7,830	(7,171)	-47.8%
Measure R Transit/Transfer	4571	43,779	9,000	1,911	3,911	(5,089)	-56.5%
Measure M MSP	4611	18,031	20,000	9,452	15,452	(4,549)	-22.7%
Measure M LTN	4572	310,451	190,000	79,089	190,000	-	-
MOEV	4573	11,984	3,016	-	-	(3,016)	-100.0%
PACE (Ygrene)	4580	105	100	-	-	(100)	-100.0%
Integrated Pest Management	4589	10,000	10,000	-	10,000	-	-
Energy Coalition (REN)	4592	252,292	172,995	89,405	107,596	(65,399)	-37.8%
LA County REN - **New**	new	-	-	-	150,000	150,000	N/A
ICF Resources (REN)	4593	26,259	12,816	3,656	12,816	-	-
Homeless (PATH)	4600	13,157	16,667	6,250	12,500	(4,167)	-25.0%
Homeless: LA County Innovation Fund	4602	821,254	715,678	122,793	850,293	134,615	18.8%
Homeless: LA County Local Solutions Fund	4604	-	2,247,375	-	2,344,214	96,839	4.3%
South Bay Fiber Network (SBFN)/Broadband	4612	445,876	532,182	46,253	556,182	24,000	4.5%
Fiber - State of CA	4613	27,254	75,000	25,039	75,000	-	-
SCAG REAP	4011	348,297	595,856	138,027	163,896	(431,960)	-72.5%
LATA Grant	4574	-	498,000	-	498,000	-	-
Sub-total Grant Revenues		**$ 2,819,889**	**$ 5,675,258**	**$ 713,944**	**$ 5,525,930**	**$ (149,328)**	**-2.63%**
Unrealized Investment Gain/(Loss)	new	-	-	-	-	-	-
Proceeds from Lease	4910	-	-	-	-	-	-
Total Estimated Revenues		**$ 3,577,745**	**$ 6,440,814**	**$ 1,284,870**	**$ 6,289,307**	**$ (144,781)**	**-2.25%**

EXPENDITURE DETAILS BY ACCOUNT
MID-YEAR BUDGET
FISCAL YEAR 2023-2024

EXPENDITURE CATEGORY	ACCOUNT CODE	ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	YTD AS OF 12/31/23	MID-YEAR BUDGET FY 23-24	INCREASE (DECREASE) ADOPTED BUDGET FY 23-24 / MID-YEAR BUDGET FY 23-24 AMOUNT	PERCENT
Salaries/Regular	6010	$ 896,895	$ 1,332,635	$ 535,351	$ 1,203,286	$ (129,349)	-9.7%
Salaries/Part-Time	6030	82,091	133,850	55,194	137,818	3,968	3.0%
Overtime	6011	3,497	6,035	113	1,125	(4,910)	-81.4%
Medical/Deferred Comp	6012	98,807	131,600	47,670	109,445	(22,155)	-16.8%
Life Insurance	6013	1,632	2,369	969	3,707	1,338	56.5%
Social Security	6014	64,265	83,290	38,473	83,922	632	0.8%
Medicare	6015	15,030	19,323	8,998	19,627	304	1.6%
FUTA	6016	1,090	1,219	650	1,779	560	45.9%
California SUI-ER	6017	4,812	5,460	4,223	4,914	(546)	-10.0%
Workers' Comp	6018	11,047	9,858	4,252	9,211	(647)	-6.6%
Employee Phone Stipends	6019	15,590	10,340	4,173	8,866	(1,474)	-14.3%
Vacation/Floating Holiday Payoff	6020	6,336	-	11,402	11,402	11,402	N/A
Sub-total Salaries & Benefits		**$ 1,201,093**	**$ 1,735,978**	**$ 711,465**	**$ 1,595,101**	**$ (140,877)**	**-8.12%**
Office Supplies	6201	$ 6,760	$ 7,500	$ 1,652	$ 7,500	-	-
Postage	6202	1,249	1,280	128	500	(780)	-60.9%
Refreshments	6203	11,303	12,000	6,668	12,000	-	-
Dues to Outside Organizations - **Renamed**	6204	9,431	15,000	11,731	15,000	-	-
Mileage & Parking Reimbursements	6205	3,636	5,000	1,836	5,000	-	-
Meetings/Conferences	6206	7,190	10,000	2,229	10,000	-	-
Special Events/General Assembly	6224	46,681	45,000	504	45,000	-	-
Staff Training/Development	6207	1,304	5,000	648	5,000	-	-
Newsletter	6208	11,071	12,000	9,059	12,000	-	-
Audit Fees	6209	6,000	6,200	6,120	6,120	(80)	-1.3%
Contractual Services	6210	1,079,823	3,426,873	404,013	2,588,855	(838,018)	-24.5%
Management Services (JB&A)	6211	415,600	72,100	72,100	72,100	-	-
Rent	6212	(34,922)	138,091	92,458	138,091	-	-
Equipment Lease	6213	321	5,000	5,250	5,000	-	-
Telephone	6214	8,153	9,600	3,570	9,600	-	-
IT Services/Maintenance	6215	38,726	38,195	18,280	38,195	-	-
Software/Hardware	6216	26,455	30,047	9,269	30,047	-	-
Liability Insurance	6217	1,816	2,070	-	2,070	-	-
Subscription/Advertising	6218	349	1,000	1,624	2,000	1,000	100.0%
Specialty Legal Services	6220	4,473	15,000	20,883	30,000	15,000	100.0%
City Reimbursements (Homeless Services)	6222	435,228	1,058,109	344,139	1,717,965	659,856	62.4%
Miscellaneous Expenses	6225	9,888	8,000	16,005	20,000	12,000	150.0%
Sub-Total Supplies & Services		**$ 2,090,533**	**$ 4,923,064**	**$ 1,028,167**	**$ 4,772,042**	**$ (151,022)**	**-3.07%**
Moving Expenses	6221	-	-	-	-	-	-
General Operation Expenses	6000	-	-	-	-	-	-
Debt Service - Principal	6227	135,537	-	-	-	-	-
Debt Service - Interest	6228	3,661	-	-	-	-	-
Capital Outlay	6229	-	-	-	-	-	-
Total Operating Expenditures		**$ 3,430,822**	**$ 6,659,042**	**$ 1,739,633**	**$ 6,367,143**	**$ (291,899)**	**-4.38%**

SBCCOG
CALCULATION OF ESTIMATED FUND BALANCE
FOR JUNE 30, 2024

Fund Balance for June 30, 2023 per Audited Financial Statement			**$**	**347,833**
Retention & Receivables Not Collected Within 90 Days of the Fiscal Year-End				711,306
Restricted Reserve Commitment (Recently Revised):				(405,000)
Adjusted Fund Balance for June 30, 2023			$	654,139
Adopted Revenue Budget FY23-24		$ 6,440,814		
Midyear Adjustments:				
General Fund Revenues	4,547			
Grant Revenues	(149,328)			
Special Assessment	-			
Total Revenue Adjustments		(144,781)		
Adjusted Revised Revenue Budget FY23-24				6,296,033
Adopted Expenditure Budget FY23-24		$ (6,659,042)		
Midyear Adjustments:				
Salaries & Benefits	140,877			
Supplies & Services	151,022			
Total Expense Adjustments		291,899		
Adjusted Revised Expenditure Budget FY23-24				(6,367,143)
Estimated Fund Balance June 30, 2024 (Revenue over Expenditures)			**$**	**583,028**

Note: The SBCCOG has received a $1.2 million advance from the State of California for the fiber network, of which $132,464 has been expended. The balance of $1.067 million is not part of the fund balance and is currently showing as a liability. The liability is offset by cash received. Should the funds not be used, they will be returned to the State.

SBCCOG
APPROVED SALARY SCHEDULE BY POSITION /
LABOR AND SERVICES DISTRIBUTION
MID-YEAR BUDGET
FISCAL YEAR 2023-2024

POSITION	RANGE
Accountant	$66,560 - $85,102
Administrative Assistant (Hourly)	32,240 - 70,000
Administrative Officer	95,000 - 130,000
Deputy Executive Director	120,000 - 164,102
Executive Director	175,000 - 210,000
Project Coordinator	66,560 - 72,400
Project Manager	72,400 - 82,400
Senior Project Manager	82,400 - 92,400
Program Manager	102,400 - 112,400
Senior Program Manager	112,400 - 122,400
Project Assistant (Hourly)	32,240 - 50,000
Intern (Hourly)	32,240 - 50,000
Part-Time Hourly Staff	15.5 - 25 / hour

CONTRACTUAL SERVICES - 6210	ADOPTED BUDGET	YTD AS OF 12/31/2023	MID-YEAR BUDGET	AMOUNT IN/DECREASE	PERCENTAGE IN/DECREASE
Research Director - Siembab Corp.	75,000	34,770	75,000	-	-
Metro Deputy - Mike Bohlke	110,821	60,283	115,569	4,748	4%
Broadband/Measure M Fiber Contractors (ADF & Magellan)	509,182	24,234	509,182	-	-
Homeless Services Contractors	1,494,944	45,995	1,082,645	(412,299)	-28%
SCAG-REAP Contractors	485,856	110,194	110,194	(375,662)	-77%
Measure M LTN Contractors	55,331	7,385	15,724	(39,607)	-72%
LTN GIS - Jon Rodman	16,520	3,096	16,520	-	-
CivicSpark - 3 Fellows	93,000	46,500	93,000	-	-
Rosemary Lackow - Technical Support Contractor	10,000	2,508	10,000	-	-
LATA Grant Consultant	398,866	34,749	397,866	(1,000)	-
Temporary Staffing Agency	59,853	26,770	34,300	(25,553)	-43%
Accounting Services (Eide Bailly)	15,000	7,530	26,355	11,355	76%
Graphic Design	2,500	-	2,500	-	-
Additional Consultants or Staff	100,000	-	100,000	-	-
Estimated Contractual Services Expenses FY 2023-2024	**3,426,873**	**404,013**	**2,588,855**	**(838,018)**	**-24%**

SBCCOG
LIST OF ACRONYMS USED
MID-YEAR BUDGET
FISCAL YEAR 2023-2024

ACRONYM	DEFINITION
CALCOG	California Council of Governments
CAP	Climate Action Plan
CA-SUI	California State Unemployment Insurance
CEC	California Energy Commission
CIMP	Coordinated Integrated Monitoring Program
CPUC	California Public Utilities Commission
DWP	Department of Water & Power
ETRM	Electronic Reference Technical Manual
EUC	Energy Upgrade California
EV	Electric Vehicle
FTE	Full Time Equivalent
FUTA	Federal Unemployment Tax Act
FY	Fiscal Year
GA	General Assembly
GBC	Green Building Challenge
GBN	Green Business Network
GSW	Golden State Water
HERO	Home Energy & Resources Organization
HLE	Holiday Light Exchange
ICLEI	International Council for Local Environmental Initiatives
LA	Los Angeles
LADWP	Los Angeles Department of Water & Power
LAIF	Local Agency Investment Fund
LARC	Los Angeles Regional Coalition
LATA	Local Agency Technical Assistance
LGSEC	Local Government Sustainability Energy Coalition
LTN	Local Travel Network
MEL	Metro Express Lanes
MTA	Metropolitan Transportation Authority
ODC	Other Direct Costs
PACE	Property Assessed Clean Energy
PATH	People Assisting the Homeless
PUC	Public Utilities Commission
REAP	Regional Early Action Planning
REN	Regional Energy Network
SB	South Bay
SBCCOG	South Bay Cities Council of Governments
SBFN	South Bay Fiber Network
SBWIB	South Bay Work Investment Board
SCAG	Southern California Association of Governments
SCE	Southern California Edison
SCG	Southern California Gas
SPA	Service Planning Area
WBMWD	West Basin Metropolitan Water District
WRCOG	Western Riverside Council of Government
WRD	Water Replenishment District

Budget Summary
The mid-year budget for FY 2023-24 continues to reflect a deficit budget, which is covered with the use of the unrestricted fund balance. The FY 2023-24 adopted budget included $218,228 from the unrestricted fund balance which has now been reduced to $77,837 (a 64% decrease) with this mid-year budget. While revenues are anticipated to decrease by $144,781 (2.25%), expenditures are also anticipated to decrease by $291,899 (4.38%) compared to the adopted FY 2023-24 budget.

The revenue decrease is primarily due to SCAG REAP 2 postponement and reduced activity required for contract completion. The expenditures decrease is due to staffing changes, and adjustments to both contract services for REAP 2 postponement as well as city reimbursements due to LA County contract delays.

It is important to note that the California Green Business Network (CAGBN) contracts between the SBCCOG and the cities of El Segundo, Hawthorne, and Torrance have been terminated due to state budget cuts and will not be included in the FY 2024-25 budget. In addition, the Torrance Water contract partnership has been terminated and will also not be included in the FY 2024-25 budget.

The narrative below highlights overall budget changes with explanations for significant variances (+/-5%).

Revenue
The following are explanations of the revenue increases (and decreases) with the corresponding account codes and descriptions of the revenue categories:

- *4513: SCG Contract* – decrease of $33,333 due to funding rollover to FY 2024-25
- *4570: Measure R Hwy* – decrease of $7,171 based on FY 2023-24 YTD spend
- *4571: Measure R Transit/Transfer* – decrease of $5,089 based on FY 2023-24 YTD spend
- *4611: Measure M MSP* – decrease of $4,549 based on FY 2023-24 YTD spend
- *4573: MOEV* – decrease of $3,016 due to project work on hold until FY 2024-25
- *4580: PACE (Ygrene)* – decrease of $100 due to overall program inactivity
- *4592: Energy Coalition (REN)* – decrease of $65,399 due to change in contract administrator which is now LA County
- ***NEW** LA County (REN)* – $150,000 received; $85,000 more than projected
- *4600: PATH* – decrease of $4,167 due to contract ending, being replaced by a $50,000 contract for SD2 and SD4
- *4602: Homeless - LA County Innovation Fund* – increase of $134,615 due to funding rollover from FY 2022-23
- *4604: Homeless - LA County Local Solutions Fund* – increase of $96,839 due to contract increase

- *4612: South Bay Fiber Network (SBFN)/Broadband* – increase of $24,000 based on FY 2023-24 YTD spend and delayed billing from contractors
- *4011: SCAG REAP* – decrease of $431,960 due to delayed funding for REAP 2.0 ($585,000); only permitted to bill for administrative tasks

Expenditures
The following are explanations of the expenditure increases (and decreases) with the corresponding account codes and descriptions of the expenditure categories:

Salaries & Benefits – overall decrease of $140,877

- *6010: Salaries/Regular* – decrease of $129,349 due to changes in staffing needs because of reduced contracts
- *6011: Overtime* – decrease of $4,910 due to changes in staffing needs
- *6012, 6013, 6016-6018: Benefits* – overall decrease of $21,450 reflecting applicable rates based on current and anticipated staffing
- *6019: Employee Phone Stipends* (Formerly known as *Employee Reimbursable Expense*) – decrease of $1,474 due to accounting adjustments/reclassifying expenses
- *6020: Vacation/Floating Holiday Payoff* – increase $11,402 due to staffing changes

Supplies & Services – overall decrease of $151,022

- *6202: Postage* – decrease of $780 based on the current needs of the organization
- *6209: Audit Fees* – decrease of $80 due to previously overbudgeting for GASB 87 implementation
- *6218: Subscription/Advertising* – increase of $1,000 for job posting advertisements
- *6220: Specialty Legal Services* – increase of $15,000 due to increased need
- *6222: City Reimbursements* – increase of $659,856 due to combining Innovation Fund, the new Local Jurisdiction/Solutions contracts, and additional city programs
- *6225: Miscellaneous Expenses* – increase of $12,000 mostly due to unanticipated expenses incurred for implementing El Segundo's Local Travel Network (LTN), which is a passthrough

6210: Contractual Services – overall decrease of $838,018 (24%)

- *Metro Deputy: Mike Bohlke* – increase of $4,748 due to finalized increase per Metro

- *Homeless Services Contractors* – decrease of $412,299 with Innovation Fund and the new Local Jurisdiction/Solutions contracts combined along with the reduced need for outside contractors
- *SCAG-REAP Contractors* – decrease of $375,662 due to REAP 2.0 funding postponement
- *Measure M LTN Contractors* – decrease of $39,607 based on contract revision
- *LATA Grant Consultant* – decrease of $1,000 now that contract has been finalized
- *Temporary Staffing Agency* – decrease of $25,553 as contracted employee has been converted to SBCCOG personnel
- *Accounting Services (Eide Bailly)* – increase of $11,355 as firm (vs. an individual accountant) has been contracted, in support of routine bookkeeping functions due to the increased number of contracts and complexity of new GASB reporting requirements

Agenda Item No.: 14.B
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **DISCUSSION REGARDING AT&T'S APPLICATIONS TO THE CALIFONIA PUBLIC UTILITIES COMMISSION REQUESTING REMOVAL OF OBLIGATION TO PROVIDE TRADITIONAL LANDLINE PHONE SERVICE WITHIN THEIR SERVICE TERRITORY AS CARRIER OF LAST RESORT AND REQUEST TO GIVE UP ITS DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER (COUNCILMEMBER DIERINGER)**

DATE: **March 11, 2024**

BACKGROUND:
In March 2023, AT&T sent a formal request to the California Public Utilities Commission (CPUC) for:

1. Approval to be relieved of its Carrier of Last Resort (COLR) obligations in certain areas of California. If approved, AT&T would no longer be required to offer landline telephone service where it is currently required to offer Basic Service in those areas. Basic Service includes nine service elements such as Lifeline rates for eligible customers, free access to 9-1-1, Telephone Relay Service, and directory and operator services. (A.23-03-003)
2. Approval to give up its designation as an Eligible Telecommunications Carrier (ETC), which is a telephone company that operates in a specific geographic area that receives financial assistance from the federal government-established Universal Service Fund to provide high-quality and affordable telephone service to customers at all income levels. (A.23-03-002)

According to its application, if approved, AT&T has committed to providing service for at least six months after the CPUC approves the application. AT&T would communicate with customers about the process of changing traditional landline phone service to either a different voice service available from AT&T or a voice service offered by another provider. AT&T would remain the COLR in areas where no alternative voice services are yet available and continue to provide traditional landline phone service to its customers until proven alternatives become available.

WHAT IS A CARRIER OF LAST RESORT (COLR)?
At least one telephone company in a specified area is legally required to provide access to traditional landline telephone service to anyone in its service territory who requests it. This is known as the Carrier of Last Resort obligation, which ensures that everyone in California has access to safe, reliable, and affordable telephone service. AT&T is the designated COLR in many parts of the state and is the largest COLR in California.

IMPACT
If approved, AT&T would no longer be required to offer landline telephone service where it is currently required to offer Basic Service in those areas. Basic Service includes nine service elements such as Lifeline rates for eligible customers, free access to 9-1-1, Telephone Relay Service, and directory and operator services. An area without a COLR could mean that there would be no landline telephone company serving that area and that there could possibly be no landline.

WHAT IS AN ETC?
An ETC is a telephone company operating in a specific geographic area, that receives financial assistance from the federal government-established Universal Service Fund (USF) to provide high quality, and affordable telephone service to customers at all income levels in specific geographic areas. One example of a program funded by the USF is the federal Lifeline. While funding for this program is provided by the federal government, each state determines a telephone company's eligibility for ETC designation. In California, a company's eligibility for federal funds is determined by the CPUC.

DOES AN ETC PROVIDE CALIFORNIA A LifeLine?
In California, the CPUC also approves and denies applications for state funding for programs to provide universal support, including California LifeLine. An ETC may be a provider of California LifeLine as well as federal Lifeline, but eligibility to provide California LifeLine is not limited to only ETC providers.

SUPPORT AS STATED IN AT&T CALIFORNIA COLR APPLICATION SUMMARY OF PARTY PETITION (Attachment A):
Beginning in the 1990s, there has been a transition from AT&T California's local telephone monopoly to today's voice service offerings provided by a variety of providers, wired and wireless. In 1996, to ensure that everyone could receive phone service during the transition, the Commission assigned AT&T California to be the carrier of last resort ("COLR") and required it to extend its copper network to any location in its service territory. Now, twenty-seven years later, after about 90 percent of AT&T California's former customers have left its plain old telephone service ("POTS") for voice services over mobile wireless or broadband connections, AT&T California has filed an application with the California Public Utilities Commission to end its COLR obligation and the associated state regulatory requirements in areas that are served by another voice provider.

AT&T has also provided a fact sheet and two frequently asked questions, attachments C, D, and E.

PUBLIC PARTICIPATION
The public is invited to participate in a public forum regarding AT&T's application A23-03-003 requesting that AT&T be relieved of its COLR obligations in certain areas of California. If approved, AT&T would no longer be required to offer traditional landline telephone service in a

large portion of its service territory in California.

The CPUC will hold in-person public forums on March 14, 2024, and virtual public forums on March 19, 2024.
Written comments can be submitted at any time during the proceeding using the “Add Public Comment” button on the CPUC Docket Card for A23-03-003 at https://apps.cpuc.ca.gov/c/A2303002. The public may submit multiple public comments throughout the proceeding. (Attachment F)

OPPOSITION
The Joint Consumer Advocates, which includes The Public Advocates Office at the California Public Utilities Commission (Cal Advocates), The Utility Reform Network (TURN), the Center for Accessible Technology (CforAT), the Rural County Representatives of California (RCRC), and the Tahoe Energy Ratepayers Group (Tahoe ERG), submitted the following information as a summary (Attachment A):

What is this proceeding about?
- At least one telephone company in your area is legally required to provide access to phone service to anyone in its service territory who requests it. This is known as the Carrier of Last Resort (COLR) obligation, which ensures that everyone in California has access to reliable phone service. AT&T is the designated COLR in your area.
- AT&T is asking the CPUC to allow it to decide whether you can get AT&T telephone service, even if there is no other telephone provider in your area who is obligated to provide service.
- AT&T is asking the CPUC to change the rules and remove the safety net that guarantees access to affordable, quality phone service.

How could this affect my community?
If the CPUC grants AT&T's request:
- No telephone provider would be obligated to provide you service in AT&T's service area.
- AT&T could decide to not provide service to you as soon as six months after the application is granted.
- You could be required to pay more for telephone service, receive lower quality service, buy phone service as part of an expensive "bundle," or depend on cell service (which is not reliable or available in some areas).
- If you live in a Mountain Community you may not be able to maintain a landline as emergency backup for when there are outages due to cell phone network being damaged or destroyed by winter storms, wildfires, or other severe weather events.
- If you are a LifeLine customer or Deaf and Disabled Telecommunications (DDTP) customer, you may not be able to obtain those services. As a COLR, AT&T is legally required to provide low-cost telephone service to low-income households through the LifeLine program.
- If you have special medical equipment or other technology (such as a fire alarm or security system), it may no longer function.

Public Advocates Office Background
California's telecommunications policy includes an ongoing commitment to universal service by assuring the continued affordability and widespread availability of high-quality telecommunications services. The CPUC has deemed COLR obligations an important component of universal access to communications services because these obligations ensure

that customers who want service, receive it.

In March of 2023, AT&T filed for permission to abandon its obligation to offer phone service to anyone who requests it in its service territory, impacting approximately 29.5 million Californians and over 500,000 traditional landline customers with no guarantee of phone service. AT&T has failed to identify a replacement carrier of last resort and no equivalent pathway to guarantee universal service in its place. If AT&T's application is granted, the decision would mostly serve to harm our most vulnerable populations, including low-income customers who participate in the LifeLine program, which provides discounted home phone and cell phone services to qualified households and those who participate in the Deaf and Disabled Telecommunications Program which provides communications equipment and services to persons with disabilities.

Public Advocates Office Position
The CPUC should dismiss AT&T's Application with prejudice. In addition to their motion to dismiss AT&T's application, their office has also asked the CPUC to consider the following:

- Require AT&T to cure all chronic service quality issues prior to any grant to relinquish carrier of last resort obligations.
- Require AT&T to develop and provide a migration plan to assist impacted customers in transitioning to a new provider if a new carrier of last resort is designated.
- Assess the environmental impact of AT&T's 200,000 miles of lead-sheathed copper cables in accordance with the California Environmental Quality Act and the CPUC's Environmental Social Justice Plan to determine whether a new carrier of last resort would incur legal liability.
- Assess the impact of AT&T's withdrawal regarding customer public-purpose programs, such as customers enrolled in the Affordable Connectivity Plan (in addition to those enrolled in the California Lifeline program and the Deaf and Disabled Telecommunications Program).

Regional Opposition: Las Virgenes Malibu COG, City of Hidden Hills (Attachment G), Cal Cities Los Angeles Division.

DISCUSSION:
Based on an AT&T service area map included in public notices (Attachment B), the City of Rolling Hills falls outside of the areas impacted by AT&T's application, with the potential exception of some properties on Eastfield Drive, Roundup Road, and Outrider Road. Staff has requested more granular data from AT&T to determine if any households in this small section are actually affected.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file. Provide direction to staff.

ATTACHMENTS:
Attachment A - CL_AGN_240311_CC_AT&T_COLR_SummaryOfPartyPositions.pdf

Attachment B - CL_AGN_240311_CC_AT&T_COLR_ETC_PPH_FactSheet.pdf
Attachment C - CL_AGN_240311_CC_AT&T_COLR_Map.pdf
Attachment D - CL_AGN_240311_CC_AT&T_CA_Modernization_Network_FAQs.pdf
Attachment E - CL_AGN_240311_CC_AT&T_CA_Modernization_Public Safety_FAQs.pdf
Attachment F - CL_AGN_240311_CC_PublicForumFlyer_ATT_A23.03-003.pdf
Attachment G - CL_AGN_240311_CC_HiddenHills_Letter.pdf

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

FILED
01/16/24
04:59 PM
A2303003

Application of Pacific Bell Telephone Company d/b/a AT&T California (U 1001 C) for Targeted Relief from Its Carrier of Last Resort Obligation and Certain Associated Tariff Obligations.	A.23-03-003 (Filed March 3, 2023)

SUMMARY OF PARTY POSITIONS FOR PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA (U 1001 C) AND INTERVENORS

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Attorneys for AT&T California

January 16, 2024

In compliance with Section 4 and Ruling 2 of the Administrative Law Judge's Ruling Noticing Public Participation Hearings and Additional Instructions for Applicant dated December 4, 2023 ("Ruling"), Pacific Bell Telephone Company d/b/a AT&T California (U 1001 C) ("AT&T California") hereby files and serves the attached summary of the party positions in this proceeding. As required by the Ruling, AT&T California organized meet and confer meetings to discuss a one-page (double-sided) summary of the parties' respective positions on the issues that are in the scope of this proceeding and provided notice to all parties of the meetings. Specifically, on January 9, 2024, AT&T California held an initial meet and confer, attended by California Public Advocates Office ("Cal Advocates"), Center for Accessible Technology ("CforAT"), and Tahoe Energy Ratepayers Group ("Tahoe ERG"). Subsequently, AT&T California held a second meet and confer on January 11, 2024, attended by Cal Advocates, The Utility Reform Network, CforAT, and Tahoe ERG (collectively with Rural County Representatives of California, "Intervenors").

As directed in the Ruling, the attachment hereto includes the summaries from AT&T California and Intervenors.

[Signature page follows]

Dated: January 16, 2024

Respectfully submitted,

/s/ Nelsonya Causby

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SUMMARY OF PARTY POSITIONS

A.23-03-003

AT&T California's COLR Application Summary

Beginning in the 1990s, there has been a transition from AT&T California's local telephone monopoly to today's voice service offerings provided by a variety of providers, wired and wireless. In 1996, to ensure that everyone could receive phone service during the transition, the Commission assigned AT&T California to be the carrier of last resort ("COLR") and required it to extend its copper network to any location in its service territory. Now, twenty-seven years later, after about 90 percent of AT&T California's former customers have left its plain old telephone service ("POTS") for voice services over mobile wireless or broadband connections, AT&T California has filed an application with the California Public Utilities Commission to end its COLR obligation and the associated state regulatory requirements in areas that are served by another voice provider.

The outdated COLR obligation effectively forces AT&T California to maintain its old copper-wire network to provide POTS throughout its service territory—in addition to the modern fiber and wireless broadband networks AT&T is working to extend across California.

The enormous benefits of transitioning from copper to broadband are beyond dispute. High-speed broadband enables online learning, remote work, economic advancement, civic engagement, Next Generation 911 capabilities, and access to government and other services. Fiber networks also are more resilient and use less energy than copper networks, benefiting public safety and the environment. In short, the faster this transition occurs, the better it will be for California.

Almost all (99.95 percent) consumers in AT&T California's service territory live in areas with at least one comparably or lower-priced broadband (for example, cable company) or mobile wireless voice alternatives to POTS (and 99.9 percent live in areas with at least two alternatives available). These customers with other options do not need AT&T California to be the COLR—especially since mobile wireless and broadband voice support 911 dialing, access for people with disabilities, and other critical functions as well as or better than POTS.

AT&T California will continue providing POTS services to customers for at least six months after approval of the Application. AT&T California will provide notice before any changes to customers' POTS services. For the few customers who currently lack an alternative, AT&T California will continue offering voice service on the same terms after approval of its application until an alternative arrives. Approval of the application thus would harm no one while bringing major benefits to California communities.

A.23-03-003: JOINT CONSUMER ADVOCATES'*
PUBLIC PARTICIPATION HEARING HANDOUT

WHAT IS THIS PROCEEDING ABOUT?

- At least one telephone company in your area is legally required to provide access to phone service to anyone in its service territory who requests it. This is known as the **Carrier of Last Resort (COLR)** obligation which ensures that everyone in California has access to reliable phone service. AT&T is the designated COLR in your area.
- AT&T is asking the CPUC to allow it to decide whether you can get AT&T telephone service, even if there is no other telephone provider in your area who is obligated to provide service.
- AT&T is asking the CPUC to change the rules and remove the safety net that guarantees access to affordable, quality phone service.

HOW COULD THIS AFFECT ME AND MY COMMUNITY?

If the CPUC grants AT&T's request:

- No telephone provider would be **obligated** to provide you service in AT&T's service area.
- AT&T could decide to not provide service to you as soon as six months after the application is granted.
- You could be required pay more for telephone service, receive lower quality service, buy phone service as part of an expensive "bundle," or depend on cell service (which is not reliable or available in some areas).
- If you live in a Mountain Community you may not be able to maintain a landline as emergency backup for when there are outages due to cell phone network being damaged or destroyed by winter storms, wildfires, or other severe weather events.
- If you are a LifeLine customer or Deaf and Disabled Telecommunications (DDTP) customer, you may not be able to obtain those services. As a COLR, AT&T is legally required to provide low-cost telephone service to low-income households through the LifeLine program.
- If you have special medical equipment or other technology (such as a fire alarm or security system), it may no longer function.

WHAT CAN I DO ABOUT IT?

Join a Public Participation Hearing and share with CPUC leadership how you and your community rely on and benefit from your telephone service, especially if you subscribe to LifeLine or DDTP services.

* The Public Advocates Office at the California Public Utilities Commission (Cal Advocates), The Utility Reform Network (TURN), the Center for Accessible Technology (CforAT), the Rural County Representatives of California (RCRC), and the Tahoe Energy Ratepayers Group (Tahoe ERG).

CPUC Public Participation Hearings

Background
In March 2023, AT&T submitted two applications to the California Public Utilities Commission (CPUC) to start the process for an orderly transition to IP-enabled wireless and fiber networks.

One of AT&T's CPUC applications, if approved, would remove AT&T's obligation under California law to provide traditional phone service in a large portion of our service territory in California – known as Carrier of Last Resort (COLR). AT&T's COLR obligation means that we must provide traditional landline phone service to any potential customer in our service territory. However, the COLR obligation no longer makes sense given that almost everyone in AT&T California's service territory can choose among several comparable or lower-priced wireline and wireless alternatives to traditional telephone landlines for voice service.

Why this is Important
AT&T believes that it's imperative all California consumers have access to modern communications services and technologies, and our ongoing, significant investments complemented by those of other providers are establishing a modern communications infrastructure across the state. By transitioning away from the underutilized landline telephone network, we can invest more resources in high-speed fiber-based infrastructure to expand broadband access and adoption.

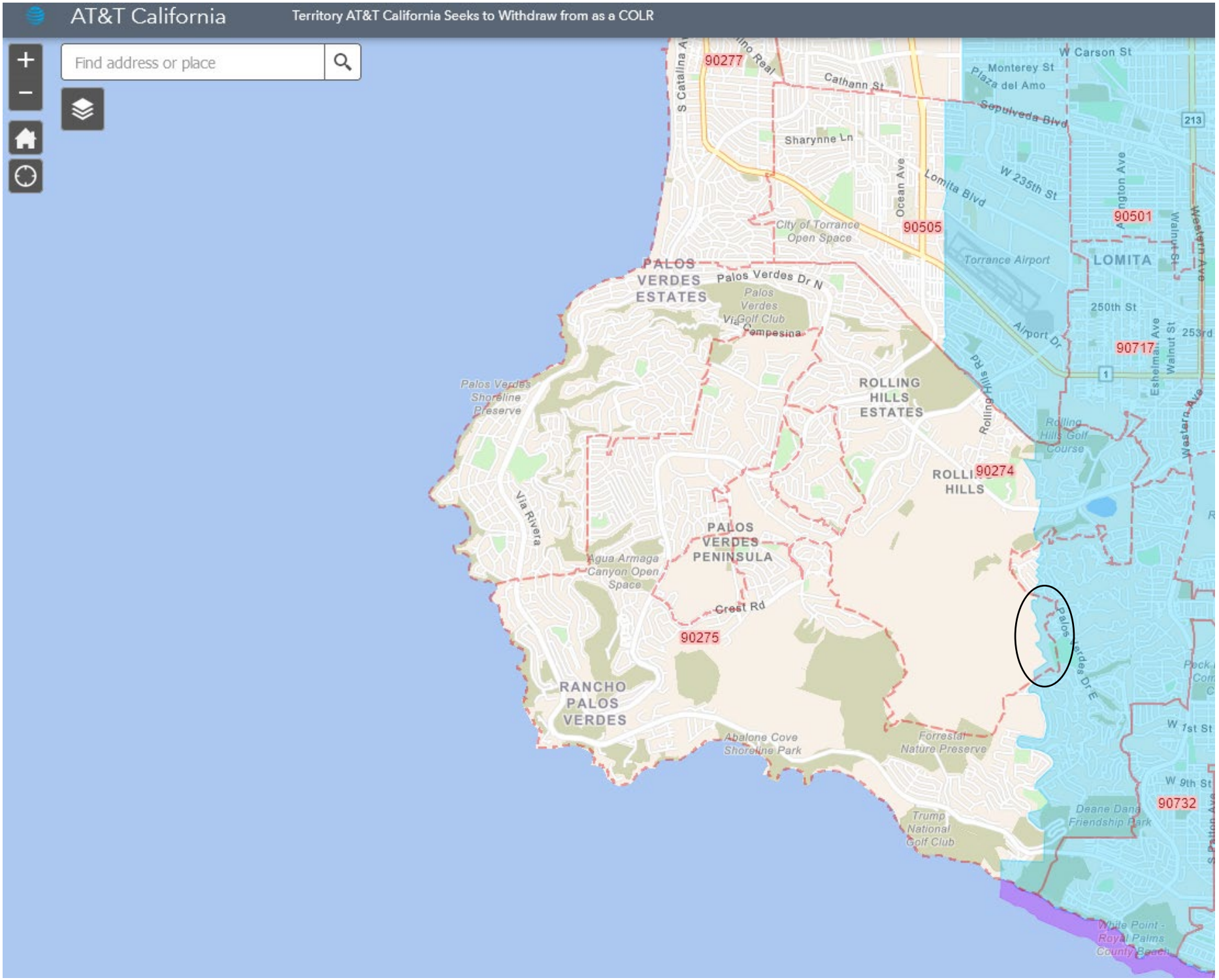
If the CPUC approves AT&T's applications as proposed:

- AT&T would continue providing traditional landline phone service to existing customers until all federal and state regulatory processes are completed. AT&T has also committed to providing service to existing traditional landline phone customers for at least six months after the CPUC approves the application for COLR relief.
- AT&T would still be required to provide telephone service in areas where no alternative voice services are yet available and continue to provide traditional landline phone service to our customers until proven alternatives become available.

Upcoming Public Participation Process
As part of the process, the CPUC is hosting in-person and virtual public forums to receive public comments, concerns and opinions regarding AT&T's filings. During the hearings, stakeholders can provide public comments and speak with a CPUC Administrative Law Judge regarding this proceeding. By participating and sharing your perspective, you can assist the CPUC in making a well-informed decision.

Date & Time	Venue
February 6, 2024 **2:00 pm** and **6:00 pm**	**Clovis City Council Chambers** 1033 5th St., Clovis, CA 93612
February 22, 2024 **2:00 pm** and **6:00 pm**	**Mendocino County Board of Supervisors** 501 Low Gap Road, Room 1070, Ukiah, CA 95482
March 14, 2024 **2:00 pm** and **6:00 pm**	**Indio City Hall Council Chambers** 100 Civic Center Mall, Indio, CA 92201
March 19, 2024 **2:00 pm** and **6:00 pm**	**Virtual**

We believe that these PPHs serve as a valuable opportunity for stakeholder input and public comment and encourage California residents and businesses to participate.


AT&T California
Territory AT&T California Seeks to Withdraw from as a COLR
Find address or place
90277
Cathann St
Monterey St
Plaza del Amo
W Carson St
Sepulveda Blvd
213
Sharynne Ln
Ocean Ave
Lomita Blvd
W 235th St
90505
City of Torrance Open Space
90501
Torrance Airport
LOMITA
PALOS VERDES ESTATES
Palos Verdes Dr N
Palos Verdes Golf Club
Via Campesina
250th St
Airport Dr
90717
Eshelman Ave
Walnut St
253rd
Palos Verdes Shoreline Preserve
ROLLING HILLS ESTATES
Rolling Hills Rd
Rolling Hills Golf Course
Western Ave
90274
ROLLING HILLS
Via Rivera
PALOS VERDES PENINSULA
Agua Armaga Canyon Open Space
Crest Rd
90275
Palos Verdes Dr E
RANCHO PALOS VERDES
Abalone Cove Shoreline Park
Forrestal Nature Preserve
W 1st St
W 9th St
90732
Deane Dana Friendship Park
Trump National Golf Club
White Point - Royal Palms County Beach

California Network Modernization: FAQ

Will California customers lose service?

- No California AT&T customer will be left without service.
- We are simply seeking an approved process to help consumers transition from outdated services to modern services.

Does this mean that customers won't have a home landline?

- No. We are not cancelling landline service in California, and none of our California traditional copper-based customers will lose access to voice service.
- We are focused on enhancing our network with more advanced, higher speed technologies like fiber and wireless, which consumers are demanding.

Will California consumers have access to 911 services?

- No customers are being disconnected.
- Our customers will continue to have access to 911, and newer digital voice services have access to 911 and use technology that makes it quicker and easier for customers to reach first responders.

Will Californians access to affordable services?

- Today, Californians have access to mobile wireless and VoIP alternatives that are at least as affordable as copper-based landline service.
- AT&T also offers Access from AT&T, which provides low-cost internet service for eligible households with plans up to $30/mo. and speeds up to 100Mbps where available.

How will California's rural residents be impacted?

- No AT&T California customer is being left behind.
- We're working to transition our remaining consumers who use traditional copper-based phone service to upgrade to newer technologies from us or other providers.
- We are focused on enhancing our network with more advanced, higher speed technologies like fiber and wireless, which consumers are demanding.

What about location accuracy of 911 calls for wireless and VoIP phones?

- Today, 911 operators can locate you nearly anywhere—from the side of a highway to inside your home—all thanks to decades of innovation in wireless location accuracy technologies.[1]
- The Federal Communications Commission (FCC) requires that providers of interconnected VoIP telephone services using the Public Switched Telephone Network (PSTN) to meet Enhanced 911 (E911) obligations. E911 systems automatically provide emergency service personnel with a 911 caller's call-back number and, in most cases, location information.[2]

[1] https://www.ctia.org/news/blog-the-wireless-industrys-commitment-to-9-1-1-location-accuracy
[2] https://www.fcc.gov/consumers/guides/voip-and-911-service

What are the benefits for California's seniors using wireless services?

- According to the Pew Research Center, 94% of seniors (65 and older) in America own a cellphone of some kind, and 76% of seniors own a smartphone (Pew Research) including 94% of those 65 and older.[3]
- The benefits to senior of using modern technology include for telehealth services, staying connected with loved ones, keeping mentally fit, having access to emergency alerts and the ability to track and manage health conditions.
- It's imperative that California's seniors have access to and continue to adopt high-speed internet and newer technologies, to increase access to much needed services, connect with loved ones and to improve quality of life.

What will happen to residents in areas where cell service may not be as strong?

- Our analysis based on data from the CPUC and FCC showed that 99.7 percent of consumers within our service territory have at least three viable alternative options for voice service.
- These include services other than wireless, such as VoIP services provided by cable companies.
- For customers who do not have alternatives available, we will continue to provide service until such time as an alternative is available.

What about backup power for VoIP phones. What is the cost? How long does the backup battery power last?

- AT&T offers a 24-hour battery backup option for AT&T Digital Phone (VoIP). Customers can also buy a backup option that lasts for less time.[4]
- For VoIP phones, consumers can buy reliable external backup power systems online, at local electronics stores, or directly from the phone providers from anywhere from 8 to 48 hours. Costs vary for backup batteries for VoIP, but options can be found for around $40.

Are prices for broadband and phone service increasing faster than inflation?

- The current price of AT&T residential copper-based landline service in California is $37.50 per month. There are both bundled and non-bundled VoIP and wireless alternatives costing a similar amount or less than the current $37.50 per month price.
- Mobile wireless providers offer prepaid and postpaid wireless plans at price points below or comparable to those for AT&T's copper-based service. Managed VoIP services that broadband providers offer over their cable, fiber and fixed wireless networks are generally less expensive than copper-based landline voice services.
- According to a 2023 study, prices for broadband experienced a 18% drop year-over-year in the price of providers' most popular broadband speed tier and a 6.5% drop year-over-year in the price of providers' fastest speed tier.[5]

[3] https://www.pewresearch.org/internet/fact-sheet/mobile/
[4] https://www.att.com/support/article/u-verse-voice/KM1041593/
[5] 2023 Broadband Pricing Index (BPI) – USTelecom

Is Access from AT&T available for new and existing customers?

- Yes. AT&T has no plans to discontinue Access from AT&T program.
- We continue to offer the Access program, which provides low-cost internet service for eligible households with plans up to $30/month and speeds up to 100Mbps where available. To learn more, visit https://att.com/access.

What are the eligibility criteria for Access from AT&T?

- The following programs will continue to be used to determine eligibility for Access from AT&T: Supplemental Nutrition Assistance Program (SNAP), and Supplemental Security Income (SSI) for California residents, National School Lunch, or with a household income below 200% of federal poverty guidelines.
- New Access from AT&T customers can go through an application process where they submit documentation for review.

Why is AT&T exiting programs such as Lifeline that provide service to low-income customers?

- Californians can continue to choose from among a number of providers if they want to participate the federally supported Lifeline program.
- A CPUC report found that about 85% of Lifeline customers in California already obtain the Lifeline benefit for wireless services.[6]
- We also offer the Access program, which provides low-cost internet service for eligible households with plans up to $30/month and speeds up to 100Mbps where available

What is a COLR?

- One of the applications that AT&T submitted, if approved, would remove AT&T's obligation under California law to provide traditional landline phone service in a large portion of our service territory in California – known as Carrier of Last Resort (COLR).
- AT&T's COLR obligation means that we must provide traditional landline phone service to any potential customer in our service territory.
- However, the COLR obligation no longer makes sense given that almost everyone in our service territory can choose among several comparable or lower-priced wireline and wireless alternatives to traditional telephone landlines for voice service.

Why did AT&T file for COLR relief in California?

- We've seen a precipitous decline in demand for telephone services provided over our copper networks.
- This application seeks targeted COLR relief for areas in our California service territory where facilities-based alternative options for voice service already exist.
- Our commitment is that consumers currently in our California service territory will retain access to a service connection, whether from us or another service provider.

[6] https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M478/K367/478367564.PDF

Doesn't California need a COLR provider?

- We believe that the COLR obligation is outdated and no longer necessary given that nearly everyone in our California service territory already has or can choose among several comparable or lower-priced wireline and wireless alternatives to copper-based landlines for voice service.

Why doesn't AT&T just maintain the copper-based network?

- Our copper network is incapable of meeting these modern, data demands, and as such, it is now vastly underutilized.
- We cannot continue to support two networks, and the time has come for us to switch to a modern network.

What happens to households who do not have access to alternative services?

- Our commitment is that customers currently in our California service territory will retain access to a service connection, whether from us or another service provider.
- For customers who do not have alternatives available, we will continue to provide service until such a time as an alternative phone service or provider is available.
- We are participating in eight in-person and virtual public forums for stakeholders and customers to provide input into our proposal.

Is AT&T just profiting off discontinuing landline?

- We are not cancelling landline service in California, and none of our California customers will lose access to voice service if the CPUC approves our application.
- We spend more than a billion dollars a year in California maintaining our legacy network and set of services that are used by a small and rapidly declining number of customers. Those dollars would be better spent on more advanced, higher speed technologies like fiber and wireless, which consumers are increasingly demanding over outdated copper-based services.
- In California, we invested nearly $8.6 billion in our wireless and wireline network infrastructure from 2020-2022.

Would we sell portions of business to another service provider?

- None of our traditional copper-based landline customers in California will be left without service.
- We are simply seeking an approved process to help consumers transition from an antiquated copper network to modern services. Our goal is for customers currently in our California service territory to retain access to a service connection, whether from us or another provider.
- We are focused on investing in services that will meet our rural customers' needs today and in the future. Resources we spend on maintaining an antiquated copper network are resources we can't invest in our networks to help close the digital divide.

CA Network Modernization: Public Safety FAQ

Will California consumers continue to have access to 911 services?

- No customers are being disconnected.
- Our customers will continue to have access to 911.
- Newer digital voice services have access to 911 and use technology that makes it quicker and easier for customers to reach first responders.

Am I able to call 911 from a wireless phone or VoIP Phone?

- It is important to note that 911 is a mandatory service for wireless and VoIP services.[1]
- The FCC's rules require wireless, wireline, and interconnected VOIP service providers **must connect all 911 calls and transmit the caller's location information to 911 call centers.[2]**
- All wireless phones, even those that are not subscribed to or supported by a specific carrier, can call 911.[3]
- More important, 911 support for cellphones and online calls has improved because of advancements in phones, GPS technology, carrier services and dispatching equipment. Emergency services now can easily pinpoint VoIP calls, and some wireless calls can be traced to within 150 feet or so of your exact location.[4]

Will Californians be able to call 911 during a natural disaster?

- When disasters strike, the vast majority of Californians rely on mobile phones and IP-networks to access critical information, family, and first responders.
- In 2022, **92% of calls to 911 in California were from modern services** (wireless or VoIP). According to a report from California Governor's Office of Emergency Services (Cal OES), of the more than 26 million 911 calls in 2022, 86% percent of the calls were from wireless devices and 6% were from VoIP phones.[5]
- Fiber-based networks are more resilient to disasters and faster to repair than copper. As long as customers have backup power on their modern phone equipment in the home, they are no more susceptible to outages than on a copper line.
- The belief that copper-based landlines will always work without power is a myth – and gives customers a false sense of security. Network equipment and customers' phones often still need power – copper is not a foolproof connection in a power outage.

Will Californians be able to receive emergency alerts and messages?

- Modern VoIP-based home phones can receive all the same types of home phone-based emergency alerts that traditional copper landlines can receive. There is no difference.
- Californians can receive emergency alerts and messages to their mobile or VoIP phones, email address or via text message.[6]

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[1] https://www.ooma.com/blog/home-phone/911-separate-truth-from-myth/
[2] https://www.fcc.gov/911-reliability
[3] https://www.911.gov/calling-911/frequently-asked-questions/
[4] https://www.aarp.org/home-family/personal-technology/info-2020/get-rid-of-landline.html
[5] CA State 9-1-1 Advisory Board (Nov 2023)
[6] https://www.mercurynews.com/2021/07/09/how-to-get-emergency-alerts-about-wildfires/

- Cell phones can receive Wireless Emergency Alerts broadcast by federal, state, tribal and local authorities, including alerts about extreme weather, disasters, active shooters, and other emergencies in your area; Amber Alerts about possibly abducted children; and more routine public safety alerts.[7]

What are the resiliency requirements for wireless networks in high fire areas?

- We comply with requirements to plan for 72-hours of backup power in the CPUC's Tier 2 and Tier 3 High Fire Threat districts to provide minimum service coverage during grid outages or disasters.

What about location accuracy of 911 calls for wireless and VoIP phones?

- Today, 911 operators can locate you nearly anywhere—from the side of a highway to inside your home—all thanks to decades of innovation in wireless location accuracy technologies.[8]
- The FCC requires that providers of interconnected VoIP telephone services using the Public Switched Telephone Network (PSTN) to meet Enhanced 911 (E911) obligations.

What about backup power for VoIP phones?

- FCC regulations require telephone service providers to offer customers at least one battery option with a minimum standby time of 24 hours.[9]
- AT&T offers a 24-hour battery backup option for AT&T Digital Phone (VoIP).
- For VoIP phones, consumers can buy reliable external backup power systems online, at local electronics stores, or directly from the phone providers from anywhere from 8 to 48 hours. Costs vary for backup batteries for VoIP, but options can be found for around $40.

Will the 911 system be impacted by the modernization of communications networks?

- California is in the process of migrating to a Next Generation 911 (NG911) System, which will enhance emergency number services to create a faster, more resilient system that allows voice, photos, videos and text messages from the public to the 911 network.
- Advanced emergency communications are not supported by legacy networks and services – that is a critical reason why California needs to move quickly to transition to modern services. California needs a plan to transition customers off legacy services so they can access the NG911 services the state plans to roll out in the coming years.

What are the safety benefits of wireless and VoIP?

- An obvious benefit is that wireless devices are mobile: customers can make and receive calls outside the home and keep their phones with them.
- VoIP has many technological advantages over copper-based traditional landlines. Sound is usually clearer with VoIP.
- Mobile phones are not affected by a home power outage, unlike many cordless landline phones that cannot be used without power. Mobile phones give consumers access to the internet and myriad applications that many rely upon even more than the voice service.

[7] https://www.latimes.com/california/story/2023-08-18/how-to-sign-up-for-emergency-alerts-and-track-tropical-storms-in-la-county
[8] https://www.ctia.org/news/blog-the-wireless-industrys-commitment-to-9-1-1-location-accuracy
[9] https://www.fcc.gov/sites/default/files/tech_transitions_network_upgrades_that_may_affect_your_service.pdf

Public Forums on AT&T's Request to Relinquish its Carrier of Last Resort Obligation (COLR)

You are invited to participate in a public forum regarding AT&T's application A23-03-003 requesting that AT&T be relieved of its COLR obligations in certain areas of California.

If approved, AT&T would no longer be required to offer traditional landline telephone service in a large portion of their service territory in California.

Join a Public Participation Hearing to hear from AT&T and to share with CPUC leadership your opinion on this application.

The CPUC will hold in-person public forums on March 14, 2024, and virtual public forums on March 19, 2024.

Written comments can be submitted any time during the proceeding using the "Add Public Comment" button on the CPUC Docket Card for A23-03-003 at https://apps.cpuc.ca.gov/c/A2303002. The public may submit multiple public comments throughout the proceeding.

You can also review other public comments related to this rulemaking on the Docket Card.

PUBLIC FORUM

AT&T's COLR Application

Please participate to provide comment!

March 14, 2024

2:00 pm & 6:00 pm

LOCATION:

Indio City Hall Council Chambers

100 civic Center Mall, Indio, CA 92201

March 19, 2024

2:00 pm & 6:00 pm

LOCATION: VIRTUAL ONLY

Phone number:

(800) 857-1917

passcode:

6032788#

Webcast:

www.adminmonitor.com/ca/cpuc

AT&T COLR Application A.23-03-003

AT&T has asked the CPUC to remove its role as the Carrier of Last Resort (COLR) in a large portion of AT&T's service territory in California where AT&T has identified at least one other voice service is available. A map of affected areas with address lookup can be accessed here: http://pub.att.com/COLRmap

According to its application, if approved, AT&T has committed to providing service for at least six months after the CPUC approves the application. AT&T would communicate with customers the process of changing traditional landline phone service to either a different voice service available from AT&T, or a voice service offered by another provider. AT&T would remain the COLR in areas where no alternative voice services are yet available and continue to provide traditional landline phone service to its customers until proven alternatives become available.

What is a Carrier of Last Resort (COLR)?

At least one telephone company in a specified area is legally required to provide access to traditional landline telephone service to anyone in its service territory who requests it. This is known as the Carrier of Last Resort obligation, which ensures that everyone in California has access to safe, reliable, and affordable telephone service. AT&T is the designated COLR in many parts of the state and is the largest COLR in California.

Impact

If approved, AT&T would no longer be required to offer landline telephone service where it is currently required to offer Basic Service in those areas. Basic Service includes nine service elements such as Lifeline rates for eligible customers, free access to 9-1-1, Telephone Relay Service, and directory and operator services. More information on Basic Service is available at here.

An area without a COLR could mean that there would be no landline telephone company serving that area and that there could possibly be no landline.

Opportunities for Public Comment and Participation

The CPUC will hold in-person and virtual public forums for customers of AT&T to provide input into the company's proposal. Details on public hearings: https://www.cpuc.ca.gov/pph

Additional information on the proceeding can be found on the CPUC's website here.

February 16, 2024

Alice Reynolds, President
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

RE: AT&T Application for Relief of Carrier of Last Resort (COLR) Obligation – Notice of Opposition

Dear President Reynolds,

On behalf of the City of Hidden Hills, I am writing to vehemently oppose AT&T's appeal to abandon their COLR obligations and request that the California Public Utilities Commission (CPUC) reject their application for relief.

AT&T is a "Carrier of Last Resort" and required to provide "Plain Old Telephone Service" (POTS) landline phone service upon request to all residential and business customers within its service territory. POTS has a uniform set of minimum service standards and regulations that does not extend to new technologies that provide similar services, such as wireline VoIP. According to the CPUC's Universal Service rules, carriers such as AT&T may opt out of their COLR when another COLR is providing service and assumes COLR service responsibilities. AT&T's application, on the other hand, requests COLR relief for over 99% of their service territory where AT&T determines an alternative voice provider exists and does not request a replacement COLR. AT&T's application also requests expedited approval for future COLR relief through a CPUC Tier 1 Advice Letter process, which does not require CPUC approval. If approved by the CPUC, AT&T could cancel service to its POTS customers as early as six months.

During an emergency, such as a natural disaster or an electrical power outage, customers and first responders need reliable access to 9-1-1 and 2-1-1 services, including the ability to receive alerts and notifications. POTS is the most reliable communications tool in the safety net arsenal. COLR relief should not be granted without securing widespread alternatives with uniform, technologically neutral minimum service quality standards of POTS alternatives.

The City of Hidden Hills, like many areas in our region, does not have cell service due to our topography. This is despite the many attempts to rectify the lack of coverage, including but not limited to the hiring of consultants and years of discussions with various carriers. Additionally, as the towers around Hidden Hills in other communities have become smaller in terms of range, the little coverage the City of Hidden Hills previously picked up has vanished. Compounding the problem, our internet services rely on very old infrastructure and has been inconsistent. Reliable electricity (SCE) is similarly down frequently, either due to planned outages, incidents, or natural disaster events (such as 2018's Woolsey Fire, which impacted our entire region). Even when power returns, internet is not always automatically restored.

Further, the City of Hidden Hills is in a Fire Hazard Severity Zone and having available hard wired (no electricity required) POTS lines is imperative in communicating with residents in public safety situations. During the Woolsey Fire, the entire City of Hidden Hills was evacuated. We would not have been able to properly ensure public safety or related services without POTS lines. In fact, this service is so critical for our community, such an essential part of our City's Emergency Operation Plan, and such a critical tool for emergency communication with our residents (many of whom are elderly and/or own horses and livestock) that the City of Hidden Hills has organized two drives to encourage residents to re-sign up for POTS lines. Losing landline service severely limits people's access to reliable emergency services and will put lives at risk in our community. We saw the evidence firsthand during the Woolsey Fire.

For these reasons, on behalf of our City and City Council, I respectfully request that the CPUC reject AT&T's application for relief of its COLR obligation. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Eniko Gold, Mayor
City of Hidden Hills

CC: The Honorable Benjamin Allen, Senate District 24
The Honorable Henry Stern, Senate District 27
The Honorable Jacqui Irwin, Assembly District 42
The Honorable Lindsey Horvath, L.A. County Supervisor District 3
Terry Dipple, Las Virgenes-Malibu Council of Governments
Jeff Kiernan, League of California Cities

Agenda Item No.: 15.A
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **CONSIDER AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO A PROFESSIONAL SERVICE AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE CIVIL ENGINEERING, CITY ENGINEERING, CITY TRAFFIC ENGINEERING, BUILDING OFFICIAL AND GEOTECHNICAL ENGINEERING SERVICES FOR THE CITY ON AN ON-CALL BASIS**

DATE: **March 11, 2024**

BACKGROUND:
On January 14, 2008, the City and Willdan entered into a professional services agreement (Agreement) by which Willdan Engineering would perform civil engineering, city engineering, city traffic engineering, building official and geotechnical engineering services for the City. The Agreement was first amended on January 14, 2010, amended a second time on June 29, 2012, and a third time on January 14, 2015 (Attachment A). The third amendment was to remain in force through January 14, 2020, however, both parties proceeded in good faith to continue services.

DISCUSSION:

The last increase was in 2015, which increased the hourly rate of the City Traffic Engineer to $155 and the City Engineer rate to $160. Since it has been nine years, Willdan is requesting an increase to $175 per hour for both positions. This is a $20 per hour increase, or 12.9%, to the City Traffic Engineer position and a $15 per hour increase, or 9.4%, to the City Engineer position.

Vanessa Munoz has been serving the City as its Traffic Engineer for the past 15 years. Some of her tasks and accomplishments include:

- Attend Traffic Commission meetings to advise on traffic-related issues.
- Review accessibility and site distance for new and modified driveways.
- Assess annual citywide striping maintenance and methodologies to deploy costs effectively.
- Citywide engineering and traffic survey (speed limit adoptions).
- Safety review of guard railing as needed.
- Portuguese Bend Road gate improvements.
- Safety assessment of existing storm drain.
- Safety review of existing striping, signage, and delineators as needed.
- Citywide review of solid waste staging locations.
- Advise staff on an as-needed basis.

Vanessa has institutional knowledge from working with past staff and understands the City's need to always approach projects efficiently and cost-effectively. She is also aware of the City's desire to protect the rural aspect while keeping all roadways and easements safe for pedestrians, equestrians, residents, and visitors. Staff finds her services an asset and benefit to the community.

If approved, an amendment can be prepared and brought back with the change to the hourly rates.

FISCAL IMPACT:
Traffic engineering service is funded through the General Fund and budgeted for $5,000 for Fiscal Year (FY) 2023-24. Willdan's traffic engineering service is on an as-needed basis, and the city has spent $1,395 for the first half of FY 2023-24. For FY2022-23, the actual expenditure was $6,434, which was below the amended budget of $10,000. It is likely that the $5,000 budgeted for traffic engineering service will be adequate to cover the costs even with the 12.9% increase in costs.

Willdan's city engineering service is also funded through the General Fund but has not been utilized for FY2023-24.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Willdan-Building Official Fully Executed_2008.pdf
Willdan Agr 1st Amedment_2010.pdf
Willdan Agr 2nd amendment_2012.pdf
Willdan Agr 3rd amendment_2015.pdf
Emails_Vanessa_Munoz.pdf

CITY OF ROLLING HILLS

AGREEMENT FOR AS NEEDED CIVIL ENGINEERING, CITY ENGINEERING, CITY TRAFFIC ENGINEER, BUILDING OFFICIAL, AND GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 14th **day of** January **2008, by and between the City of Rolling Hills, a municipal corporation ("City") and Willdan, a California corporation ("Consultant").**

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor in the field of building inspection, permitting, plan review, traffic engineering, and civil engineering to serve the City in performing such responsibilities and responding various building, traffic and engineering issues within City.

B. Consultant represents that it is fully qualified to perform such building inspection, permitting, plan review, traffic engineering and civil engineering by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to pilot the concept of providing choices to residents and developers for building inspection, permitting, plan review and civil engineering.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

1.1 Scope of Services. Pursuant to the authority provided by Government Code Sections 36505 and 37103, Consultant shall serve as As-Needed City Engineer, City Traffic Engineer, Building Official and Geotechnical Engineer and shall perform general duties and functions related to civil engineering as assigned by the City Manager, or such other person designated in writing by the Director (herein referred to as "City Representative"). Consultant's duties are more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference as though set

forth in full.

1.1.1 Emergency Services. Consultant shall be available to provide as-needed emergency response services.

1.2 Use of City Hall. City staff shall be available to assist Consultant to permit it to properly perform its duties.

1.3 Appointments. Mr. Elroy L. Kiepke, P.E., an employee of Consultant, is appointed as As-Needed City Engineer.

Ms. Vanessa Muñoz, P.E., T.E., an employee of Consultant, is appointed as As-Needed Traffic Engineer.

Mr. Steve Widmayer, P.E., an employee of Consultant, is appointed as As-Needed Building Official, including the responsibilities of Chief Plumbing Inspector and Chief Electrical Inspector.

Mr. Ross Khiabini, P.E., an employee of Consultant, is appointed as As-Needed Geotechnical Engineer.

1.4 Additional Services. In addition to the services described in Section 1.1, Consultant may provide additional services as requested by City. Any additional services provided by Consultant shall be approved by the City Manager in writing prior to Consultant commencing work.

2. Term of Agreement.

2.1 This Agreement is effective as of January 14, 2008 (the "Effective Date"), and shall remain in full force and effect until January 14, 2010 (the "Initial Term"), unless sooner terminated as provided in Section 13 herein. The parties may agree to renew the Agreement for one (1) additional one (1) year term (the "Renewal Term").

2.2 Annual Review. An annual review by City staff may be conducted to determine effectiveness of Consultant services. By mutual agreement, adjustments or revisions may be made to the services or compensation.

3. Compensation.

3.1 Compensation for As-Needed Services. Compensation shall be in accordance with Attached **Exhibits "B" & "C"**, except that mileage reimbursement shall not be required.

3.2 Compensation for Additional Services. Consultant shall be compensated for any additional services provided pursuant to Section 1.4 herein in accordance with Consultant's standard hourly rate schedule, attached hereto as **Exhibit "C"** and incorporated herein by reference, or at such other rate as City and Consultant mutually agree to in writing. Mileage reimbursement shall not be required.

4. Method of Payment.

4.1 Monthly Invoices. Each month, Consultant shall submit to City Representative invoices for the services performed pursuant to this Agreement. The invoices shall describe in detail the services rendered during the period and shall show the days worked and number of hours worked in the period. Said invoices shall be remitted to the following address: City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California 90274.

4.2 Disputed Amounts. City shall review all invoices and notify Consultant in writing within ten (10) business days of any disputed amounts.

4.3 Payment. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.1.

4.4 Audit of Records. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall he available for review and audit by the City.

5. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Any re-use by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such use.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Consultant

may act as an agent of City only to the extent necessary to perform the duties and obligations of As-Needed City Engineer, City Traffic Engineer, Building Official, and Geotechnical Engineer. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

8. **Confidentiality.** Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

9. **Conflict of Interest.** Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. Consultant agrees to indemnify and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from any and all liability or financial loss, including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the negligent acts, errors or omissions or willful misconduct of Consultant, including its officers, agents, employees, subcontractors or any person employed by Consultant, in the performance of this Agreement, by executing the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as **Exhibit "D"** and incorporated herein by this reference. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

11. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by City, (I) a policy or policies of broad-form commercial general liability insurance with minimum limits of $1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of $1,000,000; (3) professional liability (errors and omissions) insurance on a form approved by the City Attorney; and (4) workers' compensation insurance with a minimum limit of $1,000,000 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of Consultant's work under this Agreement.

12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation, which City might require.

13. Termination. City shall have the right to terminate this Agreement for any reason on five (5) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to City. Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall have no other claim against City by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Notices:

City:

City Clerk
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Tel: (310) 377-1521
Fax: (310) 377-7288

With a copy to:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Tel: (310) 377-1521
Fax: (310) 377-7288

Consultant:

William Pagett, Senior Vice President
Willdan
13191 Crossroads Parkway North, Suite 405
Industry, California 91746-3497

15. Non-Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing

signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY OF ROLLING HILLS

By: _____

James Black
Mayor

WILLDAN

By: _____
Name: William C. Pagett
Title: Senior Vice President

EXHIBIT "A"

SCOPE OF SERVICES

CITY OF ROLLING HILLS

AS-NEEDED ENGINEERING SERVICES

In accordance with the proposal submitted in November 2007, the following As-Needed Services will be provided:

- City Engineering
- City Traffic Engineer
- Building Official
- Geotechnical Engineering

EXHIBIT "B"

SCOPE AND LEVEL OF SERVICES

CITY OF ROLLING HILLS

AS-NEEDED ENGINEERING SERVICES

COMPENSATION

TRAFFIC ENGINEERING

The City Traffic Engineer would be available to the City on an on-call basis or up to 4 hours every other month on a regularly scheduled basis, as mutually agreed upon, at a reduced hourly rate of $145.00 based on the enclosed Schedule of Hourly Rates. Other team members would be available for specific tasks as mutually agreed upon, at their normal hourly rates. The fee includes all typical overhead charges, attendance at meetings and reimbursable travel expenses to the City offices. In addition, the City Traffic Engineer will remain accessible to the community and City staff by telephone and/or e-mail during normal business hours.

CITY ENGINEERING

City Engineering Services would be available to the City on an on-call basis at a reduced hourly rate of $160.00 based on the enclosed Schedule of Hourly Rates. Other team members would be available for specific tasks as mutually agreed upon, at their standard hourly rates. The fee includes all typical overhead charges, attendance at meetings and reimbursable travel expenses to the City offices. In addition, the Special City Engineer will remain accessible to the community and City staff by telephone and/or e-mail during normal business hours.

BUILDING AND SAFETY

Plan Review:

Willdan proposes to provide an alternate, accelerated plan review process. This process will be at the request of applicants desiring a more expeditious plan review. This process is based on the City collecting an additional 25% fee based on the City adopted accelerated plan review service fee.

Willdan's compensation for this alternate process is based on our normal schedule of hourly rates not to exceed 55% of the City collected accelerated plan review fee for each project.

Inspection:

Projects started within the alternate accelerated process will be inspected by Willdan staff. Since inspections are normally provided the next day or by appointment, there would be no accelerated procedure or accelerated fee required.

Willdan compensation for inspections will be based on our normal schedule of hourly rates not to exceed 75% of the City collected permit fee for each project.

Additional, as requested services may be provided at Willdan's schedule of hourly rates.

SOILS AND GEOLOGY

Geotechnical Engineering and Engineering Geology Services would be available for projects requiring or submitting soils and geology reports for Willdan selected building and safety services as listed above and in accordance with the following:

Soils and Geology Related Report or Plan Reviews:

Willdan proposes to provide an alternate, accelerated soils and geology review process. This process will be at the request of applicants desiring a more expeditious review in coordination with the building review. This process is based on the City collecting an additional 25% fee based on the City adopted accelerated plan review service fee.

Willdan's compensation for this alternate process is based on our normal schedule of hourly rates not to exceed 65% of the City collected plan check fee for each project.

Soils and Geology Related Site Inspections:

Projects started within the alternate accelerated process will be inspected by Willdan staff. Since inspections are normally provided the next day or by appointment, there would be no accelerated procedure required.

Willdan compensation for inspections will be based on our normal schedule of hourly rates not to exceed 75% of the City collected permit fee for each project.

Additional, as requested soils and geology services may be provided at Willdan's schedule of hourly rates.

ADDITIONAL SERVICES

Should additional professional services be required, Willdan will promptly prepare a change order proposal to be mutually signed with a lump sum or not-to-exceed fee for

the additional services in accordance with the enclosed Schedule of Hourly Rates.

Willdan will maintain the Schedule of Hourly Rates at its current rate for a period of one year following the contract execution date for each classification of personnel who will be providing any services included in this proposal. At the end of each year of service to the City, Willdan will jointly review the then current fees being charged to the City and mutually agree upon changes requested by Willdan, if any.

EXHIBIT "C"

HOURLY SCHEDULE

CITY OF ROLLING HILLS

AS-NEEDED ENGINEERING SERVICES

WILLDAN - Schedule of Hourly Rates

Effective July 1, 2007 to June 30, 2008

ENGINEERING

Principal Engineer	$190.00
Division Manager	170.00
City Engineer	170.00
Project Manager	170.00
Program Manager	170.00
Supervising Engineer	155.00
Senior Engineer	140.00
Senior Design Manager	140.00
Design Manager	130.00
Associate Engineer	130.00
Senior Designer	125.00
Senior Design Engineer II	125.00
Senior Design Engineer I	120.00
Designer II	115.00
Designer I	110.00
Design Engineer II	115.00
Design Engineer I	110.00
Senior Drafter	105.00
Drafter II	95.00
Drafter I	90.00
Technical Aide	80.00

CONSTRUCTION MANAGEMENT

Division Manager	170.00
Project Manager	170.00
Senior Construction Manager	150.00
Construction Manager	140.00
Assistant Construction Manager	115.00
Utility Coordinator	120.00
Labor Compliance Manager	115.00
Labor Compliance Specialist	90.00

INSPECTION SERVICES

Supervising Public Works Observer	115.00
Senior Public Works Observer	105.00
Public Works Observer	**95.00/105.00
Assistant Public Works Observer	**95.00/105.00

SURVEYING

Division Manager	170.00
Supervisor - Survey & Mapping	150.00
Senior Survey Analyst	125.00
Senior Calculator	115.00
Calculator II	105.00
Calculator I	95.00
Survey Analyst II	110.00
Survey Analyst I	95.00
Survey Party Chief	110.00
Field Party (One)	170.00
Field Party (Two)	225.00
Field Party (Three)	285.00

LANDSCAPE ARCHITECTURE

Division Manager	170.00
Principal Landscape Architect	145.00
Senior Landscape Architect	120.00
Associate Landscape Architect	110.00
Assistant Landscape Architect	95.00

BUILDING AND SAFETY

Division Manager	170.00
Supervising Plan Check Engineer	145.00
Building Official	145.00
Plan Check Engineer	135.00
Deputy Building Official	135.00
Inspector of Record	135.00
Senior Plans Examiner	120.00
Supervising Building Inspector	120.00
Plans Examiner	110.00
Senior Building Inspector	110.00
Supervisor Code Enforcement	110.00
Building Inspector	**100.00/105.00
Supervising Construction Permit Specialist	100.00
Senior Construction Permit Specialist	95.00
Senior Code Enforcement Officer	90.00
Assistant Building Inspector	**90.00/105.00
Code Enforcement Officer	75.00
Construction Permit Specialist	75.00
Assistant Construction Permit Specialist	80.00
Plans Examiner Aide	70.00
Assistant Code Enforcement Officer	65.00

PLANNING

Division Manager	170.00
Principal Planner	145.00
Principal Community Development Planner	145.00
Senior Planner	125.00
Senior Community Development Planner	125.00
Associate Planner	110.00
Associate Community Development Planner	110.00
Assistant Community Development Planner	100.00
Assistant Planner	100.00
Planning Technician	80.00
Community Development Technician	80.00

ADMINISTRATIVE

Computer Data Entry	60.00
Clerical	60.00
Word Processing	60.00
Personal Computer Time	25.00

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of $500.00.

** Prevailing Wage Project, Use $105.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2007 thru June 30, 2008

ARROYO GEOTECHNICAL

Fee Schedule - Personnel

January 1, 2007
Accounting Cost Code 22006

TECHNICAL STAFF

GEOTECHNICAL

Principal/Chief Engineer/Geologist	185.00
Senior Geotechnical Engineer/Geologist	160.00
Project Engineer/Geologist	140.00
Senior Staff Engineer/Geologist	120.00
Staff Engineer/Geologist	100.00
Sr. Soil Technician (Non-prevailing Wages)	80.00
Sr. Soil Technician (Prevailing Wages)	90.00
Soil Technician (Non-prevailing Wages)	70.00
Soil Technician (Prevailing Wages)	90.00

SPECIAL INSPECTION

Construction Material Engineer	130.00
Supervisor	95.00
Construction Inspector (Non-prevailing Wages)	60.00
Construction Inspector (Prevailing Wages)	75.00

ADMINISTRATIVE

Computer Data Entry	60.00
Clerical	60.00
Word Processing	60.00
Computer Time	15.00
CAD Operator	75.00

EXPERT WITNESS

Principal Engineer/Geologist	320.00

Staff assignments depend on availability of personnel, site location, and the level of experience required to satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Mileage/Field Vehicle usage will be charged at the rate of $.50/mile or $5 per hour, subject to negotiation. The rates will remain firm for 120 days from the date of this submittal.

ARROYO GEOTECHNICAL

Fee Schedule - Laboratory

January 1, 2007

Identification and Index Properties

In-Situ Moisture and Density (ASTM D2937)	20.00
Grain Size Analysis (ASTM D422)	
Sieve Only (3" to #200)	70.00
Sieve and Hydrometer	110.00
Percent Passing #200 Sieve (ASTM D1140)	50.00
Atterberg Limits (ASTM D4318)	
Multi Point	90.00
One Point	65.00
Specific Gravity (ASTM D854)	65.00
Sand Equivalent (ASTM D2419)	70.00

Compaction and Bearing Strength

Modified Proctor Compaction (ASTM D1557)	
Method A or B (4" Mold)	160.00
Method A or B (6" Mold)	185.00
Compaction, California 216	160.00
California Bearing Ratio CBR (ASTM D1883)	
3 points	450.00
R-Value	240.00

Shear Strength

Torvane/Pocket Penetrometer	15.00
Direct Shear - per point	
Consolidated-Drained (ASTM D3080)	75.00
Residual	120.00
Unconfined Compression (ASTM D2166)	100.00
Unconsolidated-Undrained (UU)	135.00

Consolidation/Collapse and Swell Tests

Consolidation (ASTM D2435)	
8 load increments w/one time-rate	140.00
Additional load increment	20.00
Additional Time rate per load increment	40.00
Single point (collapse test)	40.00
Single Load Swell (ASTM D4546)	
Ring sample, field moisture	60.00
Ring sample, air dried	60.00
Remolded sample per specimen	40.00
Expansion Index (ASTM D4829/UBC 29-2)	110.00

Laboratory Permeability

Constant Head (ASTM D2434)	225.00
Falling Head Flexible Wall (ASTM D5084)	275.00
Triaxial Permeability (EPA 9100)	325.00

Chemical Tests

Corrosivity (pH, resistivity, sulfates, chlorides)	150.00
Organic content (ASTM D2974)	60.00

Construction Material Testing

6 X12 Concrete Cylinder (C39)	20.00
2", 4", 6" Diameter Concrete Cores (Test Only)	30.00
Mortar and Grout, Cylinder, Prism, and Cubes	30.00
Reinforcing Steel, Tensile and Bend Tests	40.00

Unit rates presented are for routinely performed geotechnical and construction material laboratory tests. Other tests can be performed in our laboratory, including rock core, soil cement, and soil lime tests. Additional tests will be quoted on request. The rates will remain firm for a period of 120 days from the date of this submittal. Unit rates presented herein assume samples are uncontaminated and do not contain heavy metals, acids, carcinogens, or volatile organic compounds that can be measured by an OVA or PID with concentrations greater than 50 ppm. Arroyo will not accept contaminated samples. Uncontaminated samples will be disposed of 30 days after presentation of test results.

EXHIBIT "D"

CITY OF ROLLING HILLS

AS-NEEDED ENGINEERING SERVICES

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License Permit No. or description: Civil Engineering Services

Indemnitor(s) *(list all names):*

Willdan

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Rolling Hills and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any negligent act, failure to act, error or omission, or willful misconduct of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall he construed to encompass (a) Indemnitees' active negligence or willful misconduct to the

limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to be limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor" Willdan

Name William C Pagett

By: William C Pagett

Name

By: James Black
Mayor

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and Willdan Engineering, a California corporation ("Consultant") as of January 14, 2010.

RECITALS

A. City and Consultant are parties to that Professional Services Agreement dated January 14, 2008 (the "Agreement") by which City engaged Consultant to perform civil engineering, city engineering, city traffic engineer, building official and geotechnical engineering services for the City for a term of two years.

B. City and Consultant now desire to amend the Agreement in order to extend the term of Consultant's services by an additional five years.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

Section 2.1 "Term" of the Agreement is amended to read as follows:

Unless sooner terminated as provided herein, this Agreement shall remain in force through and until January 14, 2015.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

CITY OF ROLLING HILLS

ANTON DAHLERBRUCH
City Manager

ATTEST:

HEIDI LUCE
Deputy City Clerk

CONSULTANT
WILLDAN ENGINEERING

WILLIAM C. PAGETT
Senior Vice President

DATE: 4/28/10

CITY OF ROLLING HILLS

AGREEMENT FOR AS NEEDED CIVIL ENGINEERING, CITY ENGINEERING, CITY TRAFFIC ENGINEER, BUILDING OFFICIAL, AND GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 14th **day of** January **2008, by and between the City of Rolling Hills, a municipal corporation ("City") and Willdan, a California corporation ("Consultant").**

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor in the field of building inspection, permitting, plan review, traffic engineering, and civil engineering to serve the City in performing such responsibilities and responding various building, traffic and engineering issues within City.

B. Consultant represents that it is fully qualified to perform such building inspection, permitting, plan review, traffic engineering and civil engineering by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to pilot the concept of providing choices to residents and developers for building inspection, permitting, plan review and civil engineering.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

1.1 Scope of Services. Pursuant to the authority provided by Government Code Sections 36505 and 37103, Consultant shall serve as As-Needed City Engineer, City Traffic Engineer, Building Official and Geotechnical Engineer and shall perform general duties and functions related to civil engineering as assigned by the City Manager, or such other person designated in writing by the Director (herein referred to as "City Representative"). Consultant's duties are more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference as though set

forth in full.

1.1.1 Emergency Services. Consultant shall be available to provide as-needed emergency response services.

1.2 Use of City Hall. City staff shall be available to assist Consultant to permit it to properly perform its duties.

1.3 Appointments. Mr. Elroy L. Kiepke, P.E., an employee of Consultant, is appointed as As-Needed City Engineer.

Ms. Vanessa Muñoz, P.E., T.E., an employee of Consultant, is appointed as As-Needed Traffic Engineer.

Mr. Steve Widmayer, P.E., an employee of Consultant, is appointed as As-Needed Building Official, including the responsibilities of Chief Plumbing Inspector and Chief Electrical Inspector.

Mr. Ross Khiabini, P.E., an employee of Consultant, is appointed as As-Needed Geotechnical Engineer.

1.4 Additional Services. In addition to the services described in Section 1.1, Consultant may provide additional services as requested by City. Any additional services provided by Consultant shall be approved by the City Manager in writing prior to Consultant commencing work.

2. Term of Agreement.

2.1 This Agreement is effective as of January 14, 2008 (the "Effective Date"), and shall remain in full force and effect until January 14, 2010 (the "Initial Term"), unless sooner terminated as provided in Section 13 herein. The parties may agree to renew the Agreement for one (1) additional one (1) year term (the "Renewal Term").

2.2 Annual Review. An annual review by City staff may be conducted to determine effectiveness of Consultant services. By mutual agreement, adjustments or revisions may be made to the services or compensation.

3. Compensation.

3.1 Compensation for As-Needed Services. Compensation shall be in accordance with Attached **Exhibits "B" & "C"**, except that mileage reimbursement shall not be required.

3.2 Compensation for Additional Services. Consultant shall be compensated for any additional services provided pursuant to Section 1.4 herein in accordance with Consultant's standard hourly rate schedule, attached hereto as **Exhibit "C"** and incorporated herein by reference, or at such other rate as City and Consultant mutually agree to in writing. Mileage reimbursement shall not be required.

4. Method of Payment.

4.1 Monthly Invoices. Each month, Consultant shall submit to City Representative invoices for the services performed pursuant to this Agreement. The invoices shall describe in detail the services rendered during the period and shall show the days worked and number of hours worked in the period. Said invoices shall be remitted to the following address: City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California 90274.

4.2 Disputed Amounts. City shall review all invoices and notify Consultant in writing within ten (10) business days of any disputed amounts.

4.3 Payment. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.1.

4.4 Audit of Records. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall he available for review and audit by the City.

5. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Any re-use by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such use.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Consultant

may act as an agent of City only to the extent necessary to perform the duties and obligations of As-Needed City Engineer, City Traffic Engineer, Building Official, and Geotechnical Engineer. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

8. **Confidentiality.** Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

9. **Conflict of Interest.** Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. Consultant agrees to indemnify and hold harmles City, and its elected officials, officers, attorneys, agents, employees, designatec volunteers, successors and assigns, from any and all liability or financial loss, including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the negligent acts, errors or omissions or willful misconduct of Consultant, including its officers, agents, employees, subcontractors or any person employed by Consultant, in the performance of this Agreement, by executing the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as **Exhibit "D"** and incorporated herein by this reference. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

11. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by City, (I) a policy or policies of broad-form commercial general liability insurance with minimum limits of $1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of $1,000,000; (3) professional liability (errors and omissions) insurance on a form approved by the City Attorney; and (4) workers' compensation insurance with a minimum limit of $1,000,000 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of Consultant's work under this Agreement.

12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation, which City might require.

13. Termination. City shall have the right to terminate this Agreement for any reason on five (5) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to City. Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall have no other claim against City by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Notices:

City:

City Clerk
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Tel: (310) 377-1521
Fax: (310) 377-7288

With a copy to:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Tel: (310) 377-1521
Fax: (310) 377-7288

Consultant:

William Pagett, Senior Vice President
Willdan
13191 Crossroads Parkway North, Suite 405
Industry, California 91746-3497

15. Non-Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

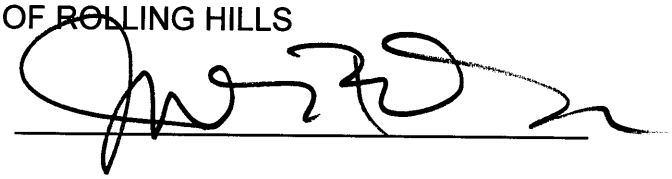
20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing

signed by the parties which expressly refers to this Agreement.

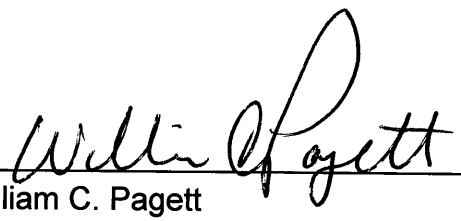
IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY OF ROLLING HILLS

By: 

James Black
Mayor

WILLDAN

By: 

Name: William C. Pagett
Title: Senior Vice President

EXHIBIT "A"

SCOPE OF SERVICES

CITY OF ROLLING HILLS

AS-NEEDED ENGINEERING SERVICES

In accordance with the proposal submitted in November 2007, the following As-Needed Services will be provided:

- City Engineering
- City Traffic Engineer
- Building Official
- Geotechnical Engineering

EXHIBIT "B"

SCOPE AND LEVEL OF SERVICES

CITY OF ROLLING HILLS

AS-NEEDED ENGINEERING SERVICES

COMPENSATION

TRAFFIC ENGINEERING

The City Traffic Engineer would be available to the City on an on-call basis or up to 4 hours every other month on a regularly scheduled basis, as mutually agreed upon, at a reduced hourly rate of $145.00 based on the enclosed Schedule of Hourly Rates. Other team members would be available for specific tasks as mutually agreed upon, at their normal hourly rates. The fee includes all typical overhead charges, attendance at meetings and reimbursable travel expenses to the City offices. In addition, the City Traffic Engineer will remain accessible to the community and City staff by telephone and/or e-mail during normal business hours.

CITY ENGINEERING

City Engineering Services would be available to the City on an on-call basis at a reduced hourly rate of $160.00 based on the enclosed Schedule of Hourly Rates. Other team members would be available for specific tasks as mutually agreed upon, at their standard hourly rates. The fee includes all typical overhead charges, attendance at meetings and reimbursable travel expenses to the City offices. In addition, the Special City Engineer will remain accessible to the community and City staff by telephone and/or e-mail during normal business hours.

BUILDING AND SAFETY

Plan Review:

Willdan proposes to provide an alternate, accelerated plan review process. This process will be at the request of applicants desiring a more expeditious plan review. This process is based on the City collecting an additional 25% fee based on the City adopted accelerated plan review service fee.

Willdan's compensation for this alternate process is based on our normal schedule of hourly rates not to exceed 55% of the City collected accelerated plan review fee for each project.

Inspection:

Projects started within the alternate accelerated process will be inspected by Willdan staff. Since inspections are normally provided the next day or by appointment, there would be no accelerated procedure or accelerated fee required.

Willdan compensation for inspections will be based on our normal schedule of hourly rates not to exceed 75% of the City collected permit fee for each project.

Additional, as requested services may be provided at Willdan's schedule of hourly rates.

SOILS AND GEOLOGY

Geotechnical Engineering and Engineering Geology Services would be available for projects requiring or submitting soils and geology reports for Willdan selected building and safety services as listed above and in accordance with the following:

Soils and Geology Related Report or Plan Reviews:

Willdan proposes to provide an alternate, accelerated soils and geology review process. This process will be at the request of applicants desiring a more expeditious review in coordination with the building review. This process is based on the City collecting an additional 25% fee based on the City adopted accelerated plan review service fee.

Willdan's compensation for this alternate process is based on our normal schedule of hourly rates not to exceed 65% of the City collected plan check fee for each project.

Soils and Geology Related Site Inspections:

Projects started within the alternate accelerated process will be inspected by Willdan staff. Since inspections are normally provided the next day or by appointment, there would be no accelerated procedure required.

Willdan compensation for inspections will be based on our normal schedule of hourly rates not to exceed 75% of the City collected permit fee for each project.

Additional, as requested soils and geology services may be provided at Willdan's schedule of hourly rates.

ADDITIONAL SERVICES

Should additional professional services be required, Willdan will promptly prepare a change order proposal to be mutually signed with a lump sum or not-to-exceed fee for

the additional services in accordance with the enclosed Schedule of Hourly Rates.

Willdan will maintain the Schedule of Hourly Rates at its current rate for a period of one year following the contract execution date for each classification of personnel who will be providing any services included in this proposal. At the end of each year of service to the City, Willdan will jointly review the then current fees being charged to the City and mutually agree upon changes requested by Willdan, if any.

EXHIBIT "C"

HOURLY SCHEDULE

CITY OF ROLLING HILLS

AS-NEEDED ENGINEERING SERVICES

WILLDAN - Schedule of Hourly Rates

Effective July 1, 2007 to June 30, 2008

ENGINEERING

Principal Engineer	$190.00
Division Manager	170.00
City Engineer	170.00
Project Manager	170.00
Program Manager	170.00
Supervising Engineer	155.00
Senior Engineer	140.00
Senior Design Manager	140.00
Design Manager	130.00
Associate Engineer	130.00
Senior Designer	125.00
Senior Design Engineer II	125.00
Senior Design Engineer I	120.00
Designer II	115.00
Designer I	110.00
Design Engineer II	115.00
Design Engineer I	110.00
Senior Drafter	105.00
Drafter II	95.00
Drafter I	90.00
Technical Aide	80.00

CONSTRUCTION MANAGEMENT

Division Manager	170.00
Project Manager	170.00
Senior Construction Manager	150.00
Construction Manager	140.00
Assistant Construction Manager	115.00
Utility Coordinator	120.00
Labor Compliance Manager	115.00
Labor Compliance Specialist	90.00

INSPECTION SERVICES

Supervising Public Works Observer	115.00
Senior Public Works Observer	105.00
Public Works Observer	**95.00/105.00
Assistant Public Works Observer	**95.00/105.00

SURVEYING

Division Manager	170.00
Supervisor - Survey & Mapping	150.00
Senior Survey Analyst	125.00
Senior Calculator	115.00
Calculator II	105.00
Calculator I	95.00
Survey Analyst II	110.00
Survey Analyst I	95.00
Survey Party Chief	110.00
Field Party (One)	170.00
Field Party (Two)	225.00
Field Party (Three)	285.00

LANDSCAPE ARCHITECTURE

Division Manager	170.00
Principal Landscape Architect	145.00
Senior Landscape Architect	120.00
Associate Landscape Architect	110.00
Assistant Landscape Architect	95.00

BUILDING AND SAFETY

Division Manager	170.00
Supervising Plan Check Engineer	145.00
Building Official	145.00
Plan Check Engineer	135.00
Deputy Building Official	135.00
Inspector of Record	135.00
Senior Plans Examiner	120.00
Supervising Building Inspector	120.00
Plans Examiner	110.00
Senior Building Inspector	110.00
Supervisor Code Enforcement	110.00
Building Inspector	**100.00/105.00
Supervising Construction Permit Specialist	100.00
Senior Construction Permit Specialist	95.00
Senior Code Enforcement Officer	90.00
Assistant Building Inspector	**90.00/105.00
Code Enforcement Officer	75.00
Construction Permit Specialist	75.00
Assistant Construction Permit Specialist	80.00
Plans Examiner Aide	70.00
Assistant Code Enforcement Officer	65.00

PLANNING

Division Manager	170.00
Principal Planner	145.00
Principal Community Development Planner	145.00
Senior Planner	125.00
Senior Community Development Planner	125.00
Associate Planner	110.00
Associate Community Development Planner	110.00
Assistant Community Development Planner	100.00
Assistant Planner	100.00
Planning Technician	80.00
Community Development Technician	80.00

ADMINISTRATIVE

Computer Data Entry	60.00
Clerical	60.00
Word Processing	60.00
Personal Computer Time	25.00

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of $500.00.

** Prevailing Wage Project, Use $105.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2007 thru June 30, 2008

ARROYO GEOTECHNICAL

Fee Schedule - Personnel

January 1, 2007
Accounting Cost Code 22006

TECHNICAL STAFF

GEOTECHNICAL

Principal/Chief Engineer/Geologist	185.00
Senior Geotechnical Engineer/Geologist	160.00
Project Engineer/Geologist	140.00
Senior Staff Engineer/Geologist	120.00
Staff Engineer/Geologist	100.00
Sr. Soil Technician (Non-prevailing Wages)	80.00
Sr. Soil Technician (Prevailing Wages)	90.00
Soil Technician (Non-prevailing Wages)	70.00
Soil Technician (Prevailing Wages)	90.00

SPECIAL INSPECTION

Construction Material Engineer	130.00
Supervisor	95.00
Construction Inspector (Non-prevailing Wages)	60.00
Construction Inspector (Prevailing Wages)	75.00

ADMINISTRATIVE

Computer Data Entry	60.00
Clerical	60.00
Word Processing	60.00
Computer Time	15.00
CAD Operator	75.00

EXPERT WITNESS

Principal Engineer/Geologist	320.00

Staff assignments depend on availability of personnel, site location, and the level of experience required to satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Mileage/Field Vehicle usage will be charged at the rate of $.50/mile or $5 per hour, subject to negotiation. The rates will remain firm for 120 days from the date of this submittal.

ARROYO GEOTECHNICAL

Fee Schedule - Laboratory

January 1, 2007

Identification and Index Properties

In-Situ Moisture and Density (ASTM D2937)	20.00
Grain Size Analysis (ASTM D422)	
Sieve Only (3" to #200)	70.00
Sieve and Hydrometer	110.00
Percent Passing #200 Sieve (ASTM D1140)	50.00
Atterberg Limits (ASTM D4318)	
Multi Point	90.00
One Point	65.00
Specific Gravity (ASTM D854)	65.00
Sand Equivalent (ASTM D2419)	70.00

Compaction and Bearing Strength

Modified Proctor Compaction (ASTM D1557)	
Method A or B (4" Mold)	160.00
Method A or B (6" Mold)	185.00
Compaction, California 216	160.00
California Bearing Ratio CBR (ASTM D1883)	
3 points	450.00
R-Value	240.00

Shear Strength

Torvane/Pocket Penetrometer	15.00
Direct Shear - per point	
Consolidated-Drained (ASTM D3080)	75.00
Residual	120.00
Unconfined Compression (ASTM D2166)	100.00
Unconsolidated-Undrained (UU)	135.00

Consolidation/Collapse and Swell Tests

Consolidation (ASTM D2435)	
8 load increments w/one time-rate	140.00
Additional load increment	20.00
Additional Time rate per load increment	40.00
Single point (collapse test)	40.00
Single Load Swell (ASTM D4546)	
Ring sample, field moisture	60.00
Ring sample, air dried	60.00
Remolded sample per specimen	40.00
Expansion Index (ASTM D4829/UBC 29-2)	110.00

Laboratory Permeability

Constant Head (ASTM D2434)	225.00
Falling Head Flexible Wall (ASTM D5084)	275.00
Triaxial Permeability (EPA 9100)	325.00

Chemical Tests

Corrosivity (pH, resistivity, sulfates, chlorides)	150.00
Organic content (ASTM D2974)	60.00

Construction Material Testing

6 X12 Concrete Cylinder (C39)	20.00
2", 4", 6" Diameter Concrete Cores (Test Only)	30.00
Mortar and Grout, Cylinder, Prism, and Cubes	30.00
Reinforcing Steel, Tensile and Bend Tests	40.00

Unit rates presented are for routinely performed geotechnical and construction material laboratory tests. Other tests can be performed in our laboratory, including rock core, soil cement, and soil lime tests. Additional tests will be quoted on request. The rates will remain firm for a period of 120 days from the date of this submittal. Unit rates presented herein assume samples are uncontaminated and do not contain heavy metals, acids, carcinogens, or volatile organic compounds that can be measured by an OVA or PID with concentrations greater than 50 ppm. Arroyo will not accept contaminated samples. Uncontaminated samples will be disposed of 30 days after presentation of test results.

EXHIBIT "D"

CITY OF ROLLING HILLS

AS-NEEDED ENGINEERING SERVICES

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License Permit No. or description: Civil Engineering Services

Indemnitor(s) *(list all names):*

Willdan

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Rolling Hills and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any negligent act, failure to act, error or omission, or willful misconduct of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall he construed to encompass (a) Indemnitees' active negligence or willful misconduct to the

limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to be limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor" Willdan

Name William C Pagett

By: William C Pagett

Name

By: James Black
Mayor

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and Willdan Engineering, a California corporation ("Consultant") as of June 29, 2012.

RECITALS

A. City and Consultant are parties to that Professional Services Agreement dated January 14, 2008 (the "Agreement") as amended on January 14, 2010 by which City engaged Consultant to perform civil engineering, city engineering, city traffic engineer, building official and geotechnical engineering services for the City through January 14, 2015.

B. City and Consultant now desire to amend the Agreement in order to modify the agreement pertaining to the Consultant's insurance coverage.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

Section 11 "Insurance" of the Agreement is amended to include the following:

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

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

CITY OF ROLLING HILLS

ANTON DAHLERBRUCH
City Manager

ATTEST:

Heidi Luce

Heidi Luce, Deputy City Clerk

CONSULTANT
WILLDAN ENGINEERING

William C Pagett

WILLIAM C. PAGETT
Senior Vice President

DATE: 6/29/12

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and Willdan Engineering, a California corporation ("Consultant") as of January 14, 2015.

RECITALS

A. City and Consultant are parties to that Professional Services Agreement dated January 14, 2008 (the "Agreement"), as amended by that First Amendment on January 14, 2010 and Second Amendment on June 29, 2012 (collectively, the "Agreement"), by which City engaged Consultant to perform civil engineering, city engineering, city traffic engineer, building official and geotechnical engineering services for the City through January 14, 2015.

B. City and Consultant now desire to amend the Agreement in order to extend the term of Consultant's services by an additional five years.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. Section 2.1 "Term" of the Agreement is amended to read as follows:

Unless sooner terminated as provided herein, this Agreement shall remain in force through and until January 14, 2020.

2. EXHIBIT B of the Agreement is replaced with and superseded by Attachment 1 to this Third Amendment.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

CITY OF ROLLING HILLS

RAYMOND R. CRUZ
City Manager

ATTEST:

HEIDI LUCE
City Clerk

CONSULTANT
WILLDAN ENGINEERING

WILLIAM C. PAGETT
Senior Vice President

DATE: 1·12·15

EXHIBIT "B"

SCOPE AND LEVEL OF SERVICES

CITY OF ROLLING HILLS

AS-NEEDED ENGINEERING SERVICES

COMPENSATION

TRAFFIC ENGINEERING

The City Traffic Engineer would be available to the City on an on-call basis or up to 4 hours every other month on a regularly scheduled basis, as mutually agreed upon, at a reduced hourly rate of $145.00 based on the enclosed Schedule of Hourly Rates. Except that effective on July 1, 2015 the reduced hourly rate for the Traffic Engineer shall be $155.00. Other team members would be available for specific tasks as mutually agreed upon, at their normal hourly rates. The fee includes all typical overhead charges, attendance at meetings and reimbursable travel expenses to the City offices. In addition, the City Traffic Engineer will remain accessible to the community and City staff by telephone and/or e-mail during normal business hours.

CITY ENGINEERING

City Engineering Services would be available to the City on an on-call basis at a reduced hourly rate of $160.00 based on the enclosed Schedule of Hourly Rates. Other team members would be available for specific tasks as mutually agreed upon, at their standard hourly rates. The fee includes all typical overhead charges, attendance at meetings and reimbursable travel expenses to the City offices. In addition, the Special City Engineer will remain accessible to the community and City staff by telephone and/or e-mail during normal business hours.

BUILDING AND SAFETY

Plan Review:

> Willdan proposes to provide an alternate, accelerated plan review process. This process will be at the request of applicants desiring a more expeditious plan review. This process is based on the City collecting an additional 25% fee based on the City adopted accelerated plan review service fee.
>
> Willdan's compensation for this alternate process is based on our normal schedule of hourly rates not to exceed 55% of the City collected accelerated plan review fee for each project.

From: Vanessa Munoz <vmunoz@willdan.com>
Sent: Tuesday, March 5, 2024 10:57 AM
To: John Signo
Cc: Karina Banales
Subject: RE: Willdan Contract for Traffic Engineering Services

Hi John,
This is a summary of some of the tasks I assisted the City on for the past 10 years:

- Review accessibility and site distance for new and modified driveways.
- Assessment of Annual Citywide Striping maintenance and methodologies to deploy cost effectively.
- Citywide engineering and traffic survey (speed limit adoptions).
- Safety Review of Guard railing as needed.
- Portuguese Bend Gate improvements.
- Safety Assessment of Ex. Storm Drain.
- Safety review of ex. striping, signage and delineators as needed .
- Citywide review of solid waste staging locations.

As discussed, I've been serving as the City Traffic Engineer for the past 15 years and have legacy knowledge from working with the past staff. I understand the City's need to always approach projects efficiently and cost effectively. Furthermore, I'm aware of the culture of the city to protect the rural aspect while keeping all roadway and easement users safe including pedestrians, equestrians, residents and visitors.

Please let me know if require any additional information.

Vanessa Munoz PE, TE

Willdan | ***Comprehensive. Innovative. Trusted.***
13191 Crossroads Parkway N. Ste 405
Industry CA 91746
T. 562.368.4848 | C. 562.447.6844

From: Vanessa Munoz <vmunoz@willdan.com>
Sent: Monday, January 29, 2024 12:45 PM
To: Karina Banales <kbanales@cityofrh.net>
Subject: Willdan Engineering Professional Services Agreement.

Good Afternoon Karina,
I'm requesting an increase in the hourly rate of the Willdan Engineering Professional Services Agreement. In 2015 we had an increase to the City Traffic Engineer rate to $155 and the City Engineer rate to $160.
We are requesting an increase 9 years later to $175/hr. for both positions . This is a $20/hr. increase to the City Traffic Engineer position of 12.9% in 9 years and an increase of $15 or 9.4% to the City Engineer position.
I've enclosed a copy of our third amendment for your reference and would appreciate any consideration on this matter. Should you wish to discuss the requested increase in more detail, please let me know.
Sincerely,

Vanessa Munoz PE, TE

Willdan | ***Comprehensive. Innovative. Trusted.***
13191 Crossroads Parkway N. Ste 405
Industry CA 91746
T. 562.368.4848 | C. 562.447.6844

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 03/11/2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: KARINA BAÑALES, CITY MANAGER

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

DATE: March 11, 2024

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:
CL_AGN_240122_LARWQCB_DOM-OF-004_Toxics_EPL.pdf
CL_AGN_240122_LARWQCB_LariatNutrients_EPL.pdf
CL_AGN_240122_LARWQCB_RHE_CityHallNutrients_EPL.pdf

Los Angeles Regional Water Quality Control Board

January 10, 2024

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

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

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

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

City of Lomita
24320 Narbonne Avenue
Lomita, California 90717

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

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

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

City of Carson
701 East Carson Street
Carson, California 90745

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE OF VIOLATION:

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

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

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

STATUTORY LIABILITY:

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

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

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

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

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

OFFER TO PARTICIPATE IN EXPEDITED PAYMENT PROGRAM:

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

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

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

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

PERMITTEES' OPTIONS FOR RESPONSE TO OFFER:

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

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

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

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

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

2) Los Angeles Water Board staff may determine that the alleged violation is meritorious and will notify the Permittees of that determination. The Permittees will be given thirty (30) days from the date of the receipt of the Los Angeles Water Board staff determination to complete and return the Acceptance and Waiver.

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

CONDITIONS FOR LOS ANGELES WATER BOARD ACCEPTANCE OF RESOLUTION:

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

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

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

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

In the event the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, full payment of the assessed amount shall be due within thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Executive Officer. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations pursuant to section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the fifteen thousand dollars ($15,000) liability shall be paid by cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account". Failure to pay the full penalty within the required time period may subject the Permittees to further liability.

Should you have questions about this offer to participate in the Expedited Payment Program, please contact Enforcement Unit staff Emma Averill at (213) 620-6369/emma.averill@waterboards.ca.gov or Pavlova Vitale at (213) 576-6751/pavlova.vitale@waterboards.ca.gov regarding this matter.

Sincerely,

Hugh Marley Digitally signed by Hugh Marley Date: 2024.01.10 12:35:04 -08'00'

Water Boards

Hugh Marley
Assistant Executive Officer

Enclosures:
Acceptance of Conditional Resolution and Waiver to Right of Hearing; (Proposed) Order
Exhibit 1– Effluent Limit Violations
Exhibit 2 – Tables of Permittees and Compliance Points

ACCEPTANCE OF CONDITIONAL RESOLUTION AND WAIVER OF RIGHT TO HEARING; (PROPOSED) ORDER

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

Settlement Offer No. R4-2024-0012

WDID No. 4 19M1000132 4 19M1000134, 4 19M1000130, 4 19M1000133, 4 19M1000099, 4 19M1000166, 4 19M1000150, 4 19M1000151, 4 19M1000143, 4 19M1000148

By signing below and returning this Acceptance of Conditional Resolution and Waiver of Right to Hearing (Acceptance and Waiver) to the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board), the City of Los Angeles, Los Angeles County Flood Control District, City of Lomita, Los Angeles County, City of Carson, City of Torrance, City of Rolling Hills, City of Rolling Hills Estates, City of Palos Verdes Estates, and/or City of Rancho Palos Verdes (each individually a "Permittee" and collectively the "Permittees") hereby accepts the "Offer to Participate in the Expedited Payment Program" and waives the right to a hearing before the Los Angeles Water Board to dispute the alleged violations described in Exhibit 1 which is incorporated herein by reference.

Because the Permittees are jointly responsible for meeting permit requirements, at least one Permittee must sign and return this Acceptance and Waiver. The Permittee that signs this Acceptance and Waiver agrees that Exhibit 1 shall serve as a complaint pursuant to Article 2.5 of the California Water Code (Water Code) and that no separate complaint is required for the Los Angeles Water Board to assert jurisdiction over the alleged violations through its Chief Prosecutor. The Permittee further agrees to pay the penalties required by Water Code section 13385 in the sum of $15,000 (Expedited Payment Amount) which shall be deemed a payment in full of any civil liability pursuant to Water Code section 13385 that otherwise might be assessed for the violations described in Exhibit 1. The Permittee understands that this Acceptance and Waiver waives its right to contest the allegations in Exhibit 1 and the assessment of civil liability for such violations.

Permittee understands that this Acceptance and Waiver does not address or resolve liability for any violation that is not specifically identified in Exhibit 1.

Upon execution by Permittee, the completed Acceptance and Waiver shall be returned to:

Emma Averill, Enforcement II Unit
Expedited Payment Program
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Permittee understands that federal regulations set forth by title 40, Code of Federal Regulations, section 123.27(d)(2)(iii) require the Los Angeles Water Board to publish notice of and provide at least thirty (30) days for public comment on any proposed resolution of this enforcement action. Accordingly, the Acceptance and Waiver, prior to execution by the Los Angeles Water Board Executive Officer, will be published as required by law for public comment.

If no significant comments are received within the notice period, the Acceptance and Waiver will be presented to the Los Angeles Water Board Executive Officer for approval.

Permittee understands that if significant comments are received, the Los Angeles Water Board Prosecution Team may withdraw the offer. In that circumstance, Permittees will be advised of the withdrawal and an administrative civil liability complaint may be issued and the matter may be set for a hearing before the Los Angeles Water Board. For such a liability hearing, Permittee understands that this Acceptance and Waiver executed by Permittee will not be used as evidence in that hearing.

Permittee further understands that once the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, Permittee is then legally bound to tender the full payment required by the deadline set forth below. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations and reporting requirements pursuant to Water Code section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the $15,000 liability shall be paid by a cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account" and reference [R4-2024-0012]. The payment must be submitted to the State Water Resources Control Board at the address set forth below no later than thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer.

A Permittee's submission of this Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability directly from other Permittees that were responsible in whole or in part for the exceedances.

Please mail the check to:

State Water Resources Control Board
ATTN: ACL PAYMENT
Division of Administrative Services, Accounting Branch
P.O. Box 1888
Sacramento, California 95812-1888

I hereby affirm that I am duly authorized to act on behalf of and to bind the Permittee in the making and giving of this Acceptance and Waiver.

City of Los Angeles

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

Los Angeles County Flood Control District

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Lomita

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

Los Angeles County

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Carson

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Torrance

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Rolling Hills

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Rolling Hills Estates

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Palos Verdes Estates

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Rancho Palos Verdes

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

IT IS SO ORDERED PURSUANT TO WATER CODE SECTION 13323 AND GOVERNMENT CODE SECTION 11415.60

By: _____ _____
Susanna Arredondo Date
Executive Officer

Machado Lake Toxics TMDL Violations

Station	DOM-OF-004
Total Penalty	$15,000

Permittee	Address
Los Angeles (4 19M1000132)	1149 South Broadway 10th Floor, Los Angeles CA 90015-2213
Los Angeles County Flood Control District (4 19M1000134)	900 South Fremont Avenue Alhambra, CA 91803
Lomita (4 19M1000130)	24320 Narbonne Avenue Lomita, CA 90717
Los Angeles County (4 19M1000133)	Po Box 1460 Alhambra CA 91802-5912
Carson (4 19M1000099)	701 East Carson Street Carson, CA 90745
Torrance (4 19M1000166)	3031 Torrance Boulevard Torrance CA 90503-5059
Rolling Hills (4 19M1000150)	2 Portuguese Bend Road Rolling Hills, CA 90274
Rolling Hills Estates (4 19M1000151)	4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274
Palos Verdes Estates (4 19M1000143)	340 Palos Verdes Drive West Palos Verdes Estates, CA 90274
Rancho Palos Verdes (4 19M1000148)	30940 Hawthorne Boulevard Rancho Palos Verdes, CA 90275

Toxic Exeedance Data

Station Code	Water Year	Analyte Name	3 yr Average (ug/kg dw)	WQBEL (ug/kg dw)	Serious	Chronic
DOM-OF-004	2020-2022	Dieldrin	17.16	1.9	$3,000	
DOM-OF-004	2020-2022	Total-CHLORDANE	117.52	3.24	$3,000	
DOM-OF-004	2020-2022	Total DDTs	75.25	5.28	$3,000	
DOM-OF-004	2020-2022	DDD (all congeners)	14.97	4.88	$3,000	
DOM-OF-004	2020-2022	DDE (all congeners)	16.09	3.16	$3,000	

Exhibit 2: Machado Lake TMDL
Permittees and Compliance Points

Table 1: Permittee, Selected Compliance Option, and Coordinated Integrated Monitoring Program (CIMP)

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
Carson	WQBEL	WQBEL	Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Lomita	WQBEL	WQBEL	Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (City of)[1]	Receiving Water Limitations	WQBEL	Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93)

[1] The City of Los Angeles (City) is not included in the calculation of the mandatory minimum penalties (MMPs) for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is subject to Receiving Water Limits and not outfall based effluent limits. MMPs apply only for effluent limits where the compliance point is the outfall.

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Nutrient TMDL: **Permit Attachment P, Part IV.C.1 (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (County of)	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles County Flood Control District	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel Beach Cities	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Palos Verdes Estates	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)**

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rancho Palos Verdes	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Redondo Beach[2]	WQBEL	WQBEL	Beach Cities	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:**

[2] City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because there are no compliance points within the City's jurisdictional area.

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills Estates	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10**) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Torrance[3]	Mass-Based WQBEL	WQBEL	Beach Cities	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.C.2.b (p. P-9)** Permit Attachment P, Part IV.C.2.b (p. P-9) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)

[3] City of Torrance (City) is not included in the calculation of the MMPs for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is in compliance with their mass based effluent limits.

Table 2: Permittees and TMDL Compliance Points

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
Carson	Outfall 4 (DOM-OF-004)	Outfall 4 (DOM-OF-004)	**Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Lomita	P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	**Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (City of)	ML-1 and ML-2	P-77, P-510, Outfall 4 (DOM-OF-004)	**Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "ML-1", "ML-2", "ML-3", "P-77", "P-510", and "DOM-OF-004"** Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-1" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-2" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-3" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (County of)	Outfall 4 (DOM-OF-004), RHE City Hall	Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004"** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles County Flood Control District	Tor-S-1 through S-6, P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	**Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1 titled “Site Location Map”; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004"** Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Palos Verdes Estates	Solano Valmonte	Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47.** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rancho Palos Verdes	Valmonte RHE City Hall	P-77, P-510, Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48.** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Redondo Beach[4]		Outfall 4 (DOM-OF-004)	**Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rolling Hills	Lariat RHE City Hall	P-77 Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48**. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

[4] City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Toxics TMDL-based effluent limits because the area of the City within the Machado Lake Watershed is relatively small (0.94 acres) and there are no MS4s within this area.

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rolling Hills Estates	RHE City Hall Lariat Valmonte	P-77 Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48.** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Torrance	Tor-S-1 through S-6 Tor S-7 through S-9	P-77 Outfall 4 (DOM-OF-004)	**Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1.** Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map" **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"

January 10, 2024

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

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 33

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

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 40

SETTLEMENT OFFER NO. R4-2024-0017; OFFER TO PARTICIPATE IN THE EXPEDITED PAYMENT PROGRAM RELATING TO VIOLATIONS OF WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES FOR CITY OF ROLLING HILLS, 2 PORTUGUESE BEND ROAD, ROLLING HILLS; CITY OF ROLLING HILLS ESTATES, 4045 PALOS VERDES DRIVE, NORTH ROLLING HILLS ESTATES, CALIFORNIA; NPDES PERMIT NO. CAS004004; WDIDs 4 19M1000150 4 19M1000151

Dear City of Rolling Hills and City of Rolling Hills Estates:

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

NOTICE OF VIOLATION:

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

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

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

STATUTORY LIABILITY:

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

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

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

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

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

OFFER TO PARTICIPATE IN EXPEDITED PAYMENT PROGRAM:

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

To promote the resolution of the alleged violations, the Los Angeles Water Board makes this conditional offer. The Permittees may accept this offer, waive the Permittees' right to a hearing, and pay the mandatory minimum penalty of $30,000 for the violations described in Exhibit 1.

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

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

PERMITTEES' OPTIONS FOR RESPONSE TO OFFER:

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

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

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

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

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

2) Los Angeles Water Board staff may determine that the alleged violation is meritorious and will notify the Permittees of that determination. The Permittees will be given thirty (30) days from the date of the receipt of the Los Angeles Water Board staff determination to complete and return the Acceptance and Waiver.

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

CONDITIONS FOR LOS ANGELES WATER BOARD ACCEPTANCE OF RESOLUTION:

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

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

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

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

In the event the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, full payment of the assessed amount shall be due within thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Executive Officer. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations pursuant to section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the $30,000 liability shall be paid by cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account". Failure to pay the full penalty within the required time period may subject the Permittees to further liability.

Should you have questions about this offer to participate in the Expedited Payment Program, please contact Enforcement Unit staff Emma Averill at (213) 620-6369/emma.averill@waterboards.ca.gov or Pavlova Vitale at (213) 576-6751/pavlova.vitale@waterboards.ca.gov regarding this matter.

Sincerely,

Hugh Marley Digitally signed by Hugh Marley Date: 2024.01.10 12:12:46 -08'00'

Hugh Marley
Assistant Executive Officer

Enclosures:
Acceptance of Conditional Resolution and Waiver to Right of Hearing; (Proposed) Order
Exhibit 1 – Effluent Limit Violations
Exhibit 2 – Tables of Permittees and Compliance Points

ACCEPTANCE OF CONDITIONAL RESOLUTION
AND WAIVER OF RIGHT TO HEARING; (PROPOSED) ORDER

City of Rolling Hills and City of Rolling Hills Estates
Settlement Offer No. R4-2024-0017
WDID No. 4 19M1000150, 4 19M1000151

By signing below and returning this Acceptance of Conditional Resolution and Waiver of Right to Hearing (Acceptance and Waiver) to the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board), the City of Rolling Hills, and/or the City of Rolling Hills Estates (each individually a "Permittee" and collectively the "Permittees") hereby accepts the "Offer to Participate in the Expedited Payment Program" and waives the right to a hearing before the Los Angeles Water Board to dispute the alleged violations described in Exhibit 1, which is incorporated herein by reference.

Because the Permittees are jointly responsible for meeting permit requirements, at least one Permittee must sign and return this Acceptance and Waiver. The Permittee that signs this Acceptance and Waiver agrees that Exhibit 1 shall serve as a complaint pursuant to Article 2.5 of the California Water Code (Water Code) and that no separate complaint is required for the Los Angeles Water Board to assert jurisdiction over the alleged violations through its Chief Prosecutor. Permittee further agrees to pay the penalties required by Water Code section 13385 in the sum of $30,000 (Expedited Payment Amount) which shall be deemed a payment in full of any civil liability pursuant to Water Code section 13385 that otherwise might be assessed for the violations described in Exhibit 1. Permittee understands that this Acceptance and Waiver waives its right to contest the allegations in Exhibit 1 and the assessment of civil liability for such violations.

Permittee understands that this Acceptance and Waiver does not address or resolve liability for any violation that is not specifically identified in Exhibit 1.

Upon execution by Permittee, the completed Acceptance and Waiver shall be returned to:

Emma Averill, Enforcement II Unit
Expedited Payment Program
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Permittee understands that federal regulations set forth by title 40, Code of Federal Regulations, section 123.27(d)(2)(iii) require the Los Angeles Water Board to publish notice of and provide at least thirty (30) days for public comment on any proposed resolution of this enforcement action. Accordingly, the Acceptance and Waiver, prior to execution by the Los Angeles Water Board Executive Officer, will be published as required by law for public comment.

If no significant comments are received within the notice period, the Acceptance and Waiver will be presented to the Los Angeles Water Board Executive Officer for approval.

Permittee understands that if significant comments are received, the Los Angeles Water Board Prosecution Team may withdraw the offer. In that circumstance, Permittees will be advised of the withdrawal and an administrative civil liability complaint may be issued and the matter may be set for a hearing before the Los Angeles Water Board. For such a liability hearing, Permittee understands that this Acceptance and Waiver executed by Permittee will not be used as evidence in that hearing.

Permittee further understands that once the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, Permittee is then legally bound to tender the full payment required by the deadline set forth below. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations and reporting requirements pursuant to Water Code section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the $30,000 liability shall be paid by a cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account" and reference [R4-2024-0017]. The payment must be submitted to the State Water Resources Control Board at the address set forth below no later than thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer.

A Permittee's submission of this Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability directly from other Permittees that were responsible in whole or in part for the exceedances.

Please mail the check to:

State Water Resources Control Board
ATTN: ACL PAYMENT
Division of Administrative Services, Accounting Branch
P.O. Box 1888
Sacramento, California 95812-1888

I hereby affirm that I am duly authorized to act on behalf of and to bind the Permittee in the making and giving of this Acceptance and Waiver.

City of Rolling Hills

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Rolling Hills Estates

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

IT IS SO ORDERED PURSUANT TO WATER CODE SECTION 13323 AND GOVERNMENT CODE SECTION 11415.60

By: _____ _____
Susanna Arredondo Date
Executive Officer

Machado Lake Nutrients TMDL Violations

Stations	Lariat
Total Penalty	$30,000

Permittee	Address
Rolling Hills (4 19M1000150)	2 Portuguese Bend Road Rolling Hills, CA 90274
Rolling Hills Estates (4 19M1000151)	4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274

Nutrients Exceedance Data

Station Code	Sample Date	Analyte Name	Unit	Monthly Avg	WQBEL	Serious	Chronic
Lariat	10/25/2021	Total Phosphate	mg/L	1.89	0.10	$3,000	
Lariat	10/25/2021	Total Nitrogen	mg/L	6.4	1.0	$3,000	
Lariat	12/14/2021	Total Phosphate	mg/L	35.90	0.10	$3,000	
Lariat	12/14/2021	Total Nitrogen	mg/L	25.2	1.0	$3,000	
Lariat	3/28/2022	Total Phosphate	mg/L	9.81	0.10	$3,000	
Lariat	3/28/2022	Total Nitrogen	mg/L	9.9	1.0	$3,000	
Lariat	11/8/2022	Total Phosphate	mg/L	0.90	0.10	$3,000	
Lariat	11/8/2022	Total Nitrogen	mg/L	4.2	1.0	$3,000	
Lariat	12/11/2022	Total Phosphate	mg/L	8.94	0.10	$3,000	
Lariat	12/11/2022	Total Nitrogen	mg/L	9.5	1.0	$3,000	

Exhibit 2: Machado Lake TMDL
Permittees and Compliance Points

Table 1: Permittee, Selected Compliance Option, and Coordinated Integrated Monitoring Program (CIMP)

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
Carson	WQBEL	WQBEL	Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Lomita	WQBEL	WQBEL	Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (City of)[1]	Receiving Water Limitations	WQBEL	Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93)

[1] The City of Los Angeles (City) is not included in the calculation of the mandatory minimum penalties (MMPs) for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is subject to Receiving Water Limits and not outfall based effluent limits. MMPs apply only for effluent limits where the compliance point is the outfall.

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Nutrient TMDL: **Permit Attachment P, Part IV.C.1 (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (County of)	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles County Flood Control District	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel Beach Cities	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Palos Verdes Estates	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)**

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rancho Palos Verdes	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Redondo Beach[2]	WQBEL	WQBEL	Beach Cities	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:**

[2] City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because there are no compliance points within the City's jurisdictional area.

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills Estates	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10**) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Torrance[3]	Mass-Based WQBEL	WQBEL	Beach Cities	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.C.2.b (p. P-9)** Permit Attachment P, Part IV.C.2.b (p. P-9) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)

[3] City of Torrance (City) is not included in the calculation of the MMPs for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is in compliance with their mass based effluent limits.

Table 2: Permittees and TMDL Compliance Points

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
Carson	Outfall 4 (DOM-OF-004)	Outfall 4 (DOM-OF-004)	**Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Lomita	P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	**Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (City of)	ML-1 and ML-2	P-77, P-510, Outfall 4 (DOM-OF-004)	**Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "ML-1", "ML-2", "ML-3", "P-77", "P-510", and "DOM-OF-004"** Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-1" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-2" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-3" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (County of)	Outfall 4 (DOM-OF-004), RHE City Hall	Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004"** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles County Flood Control District	Tor-S-1 through S-6, P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	**Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1 titled “Site Location Map”; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004"** Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Palos Verdes Estates	Solano Valmonte	Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47.** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rancho Palos Verdes	Valmonte RHE City Hall	P-77, P-510, Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48.** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Redondo Beach[4]		Outfall 4 (DOM-OF-004)	**Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rolling Hills	Lariat RHE City Hall	P-77 Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48**. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

[4] City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Toxics TMDL-based effluent limits because the area of the City within the Machado Lake Watershed is relatively small (0.94 acres) and there are no MS4s within this area.

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rolling Hills Estates	RHE City Hall Lariat Valmonte	P-77 Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48.** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Torrance	Tor-S-1 through S-6 Tor S-7 through S-9	P-77 Outfall 4 (DOM-OF-004)	**Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1.** Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map" **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"

January 10, 2024

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

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 57

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

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 64

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

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 71

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

Certified Mail Receipt
Return Receipt Requested
Claim No. 9589 0710 5270 0684 9264 88

SETTLEMENT OFFER NO. R4-2024-0018; OFFER TO PARTICIPATE IN THE EXPEDITED PAYMENT PROGRAM RELATING TO VIOLATIONS OF WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES FOR CITY OF RANCHO PALOS VERDES, 30940 HAWTHORNE BOULEVARD, RANCHO PALOS VERDES; LOS ANGELES COUNTY, P.O. BOX 1460, ALHAMBRA; CITY OF ROLLING HILLS, 2 PORTUGUESE BEND ROAD, ROLLING HILLS; CITY OF ROLLING HILLS ESTATES, 4045 PALOS VERDES DRIVE, NORTH ROLLING HIILLS ESTATES, CALIFORNIA; NPDES PERMIT NO. CAS004004; WDIDs 4 19M1000148 4 19M1000133, 4 19M1000150, 4 19M1000151

Dear City of Rancho Palos Verdes, Los Angeles County, City of Rolling Hills and City of Rolling Hills Estates:

This letter is to notify the City of Rancho Palos Verdes, Los Angeles County, the City of Rolling Hills and the City of Rolling Hills Estates (each individually a “Permittee” and collectively the “Permittees”) of alleged violations of the Regional Phase I MS4 NPDES Permit, Order No. R4-2021-0105 (MS4 Permit) identified in the Permittees’ monitoring reports and to allow the Permittees an opportunity to participate in the Los Angeles Regional Water Quality Control Board’s (Los Angeles Water Board’s) Expedited Payment Program for Waste Discharge Violations (Expedited Payment Program) to resolve

mandatory minimum penalties that must be assessed pursuant to California Water Code (Water Code) section 13385. The Permittees are encouraged to work together and designate a lead agent that will provide a response to this conditional offer no later than February 9, 2024.

NOTICE OF VIOLATION:

The Permittees have commingled MS4 discharges to a receiving water and are jointly responsible for meeting MS4 Permit requirements. (MS4 Permit section X.D.1.) Compliance at the outfall discharging to the receiving water was determined for the Permittees as a whole in accordance with MS4 Permit section X.D.2.

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

STATUTORY LIABILITY:

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

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

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

period is subject to a mandatory minimum penalty. (See Water Code, § 13385, subd. (i) which identifies all violation types that can be counted as a chronic violation subject to a mandatory minimum penalty.)

Pursuant to Water Code section 13385.1, subdivision (d), for the purposes of Water Code sections 13385.1 and 13385, subdivisions (h) and (i), "effluent limitation" means a numeric restriction or a numerically expressed narrative restriction, on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants that may be discharged from an authorized location. An effluent limitation may be final or interim and may be expressed as a prohibition. An effluent limitation, for these purposes, does not include a receiving water limitation, a compliance schedule, or a best management practice. Unlike Water Code section 13385, subdivision (c), where violations of effluent limitations may be assessed administrative civil liability on a per day basis, the mandatory minimum penalty provisions identified above require the Los Angeles Water Board to assess a mandatory minimum penalty for "each violation" of an effluent limitation.

OFFER TO PARTICIPATE IN EXPEDITED PAYMENT PROGRAM:

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

To promote the resolution of the alleged violations, the Los Angeles Water Board makes this conditional offer. The Permittees may accept this offer, waive the Permittees' right to a hearing, and pay the mandatory minimum penalty of $69,000 for the violations described in Exhibit 1.

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

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

PERMITTEES' OPTIONS FOR RESPONSE TO OFFER:

To accept this offer, at least one Permittee must complete and return the enclosed "Acceptance of Conditional Resolution and Waiver of Right to Hearing; (Proposed) Order" (Acceptance and Waiver) on or before February 9, 2024. A Permittee's submission of the Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability

directly from other Permittees that were responsible in whole or in part for the exceedances. (See MS4 Permit section X.B.2 [explaining how a Permittee can demonstrate its discharge did not cause or contribute to an exceedance of an applicable WQBEL].)

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

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

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

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

2) Los Angeles Water Board staff may determine that the alleged violation is meritorious and will notify the Permittees of that determination. The Permittees will be given thirty (30) days from the date of the receipt of the Los Angeles Water Board staff determination to complete and return the Acceptance and Waiver.

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

CONDITIONS FOR LOS ANGELES WATER BOARD ACCEPTANCE OF RESOLUTION:

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

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

If, however, significant comments are received in opposition to the settlement, this offer may be withdrawn. In that case, any Permittee's waiver pursuant to the Acceptance and Waiver will also be treated as withdrawn. The violations will be addressed in a liability assessment proceeding. At the liability assessment hearing, the Permittees will have an opportunity to present evidence and make legal arguments as to any of the alleged violations, and any Permittee's agreement to accept this conditional offer will not be used as evidence against that Permittee. In such circumstances, the Permittees will be provided with further information on the liability assessment proceeding.

In the event the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, full payment of the assessed amount shall be due within thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Executive Officer. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations pursuant to section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the $69,000 liability shall be paid by cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account". Failure to pay the full penalty within the required time period may subject the Permittees to further liability.

Should you have questions about this offer to participate in the Expedited Payment Program, please contact Enforcement Unit staff Emma Averill at (213) 620-6369/emma.averill@waterboards.ca.gov or Pavlova Vitale at (213) 576-6751/pavlova.vitale@waterboards.ca.gov regarding this matter.

Sincerely,

Hugh Marley Digitally signed by Hugh Marley Date: 2024.01.10 12:23:10 -08'00'

Hugh Marley
Assistant Executive Officer

Enclosures:
Acceptance of Conditional Resolution and Waiver to Right of Hearing; (Proposed) Order
Exhibit 1 – Effluent Limit Violations
Exhibit 2 – Tables of Permittees and Compliance Points

ACCEPTANCE OF CONDITIONAL RESOLUTION
AND WAIVER OF RIGHT TO HEARING; (PROPOSED) ORDER

City of Rancho Palos Verdes, Los Angeles County, City of Rolling Hills, City of Rolling Hills Estates
Settlement Offer No. R4-2024-0018
WDID No. 4 19M1000148 4 19M1000133, 4 19M1000150, 4 19M1000151

By signing below and returning this Acceptance of Conditional Resolution and Waiver of Right to Hearing (Acceptance and Waiver) to the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board), the City of Rancho Palos Verdes, Los Angeles County, the City of Rolling Hills, and/or the City Rolling Hills Estates (each individually a "Permittee" and collectively the "Permittees") hereby accepts the "Offer to Participate in the Expedited Payment Program" and waives the right to a hearing before the Los Angeles Water Board to dispute the alleged violations described in Exhibit 1, which is incorporated herein by reference.

Because the Permittees are jointly responsible for meeting permit requirements, at least one Permittee must sign and return this Acceptance and Waiver. The Permittee that signs this Acceptance and Waiver agrees that Exhibit 1 shall serve as a complaint pursuant to Article 2.5 of the California Water Code (Water Code) and that no separate complaint is required for the Los Angeles Water Board to assert jurisdiction over the alleged violations through its Chief Prosecutor. Permittee further agrees to pay the penalties required by Water Code section 13385 in the sum of $69,000 (Expedited Payment Amount) which shall be deemed a payment in full of any civil liability pursuant to Water Code section 13385 that otherwise might be assessed for the violations described in Exhibit 1. Permittee understands that this Acceptance and Waiver waives its right to contest the allegations in Exhibit 1 and the assessment of civil liability for such violations.

Permittee understands that this Acceptance and Waiver does not address or resolve liability for any violation that is not specifically identified in Exhibit 1.

Upon execution by Permittee, the completed Acceptance and Waiver shall be returned to:

Emma Averill, Enforcement II Unit
Expedited Payment Program
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Permittee understands that federal regulations set forth by title 40, Code of Federal Regulations, section 123.27(d)(2)(iii) require the Los Angeles Water Board to publish notice of and provide at least thirty (30) days for public comment on any proposed resolution of this enforcement action. Accordingly, the Acceptance and Waiver, prior to execution by the Los Angeles Water Board Executive Officer, will be published as

required by law for public comment.

If no significant comments are received within the notice period, the Acceptance and Waiver will be presented to the Los Angeles Water Board Executive Officer for approval.

Permittee understands that if significant comments are received, the Los Angeles Water Board Prosecution Team may withdraw the offer. In that circumstance, Permittees will be advised of the withdrawal and an administrative civil liability complaint may be issued and the matter may be set for a hearing before the Los Angeles Water Board. For such a liability hearing, Permittee understands that this Acceptance and Waiver executed by Permittee will not be used as evidence in that hearing.

Permittee further understands that once the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer, Permittee is then legally bound to tender the full payment required by the deadline set forth below. In accordance with Water Code section 13385, subdivision (n)(1), funds collected for violations of effluent limitations and reporting requirements pursuant to Water Code section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account. Accordingly, the $69,000 liability shall be paid by a cashier's or certified check made out to the "State Water Pollution Cleanup and Abatement Account" and reference [R4-2024-0018]. The payment must be submitted to the State Water Resources Control Board at the address set forth below no later than thirty (30) calendar days after the date the Acceptance and Waiver is executed by the Los Angeles Water Board Executive Officer.

A Permittee's submission of this Acceptance and Waiver and payment of the mandatory minimum penalty amount in no way prohibits that Permittee from seeking contribution and/or payment of that liability directly from other Permittees that were responsible in whole or in part for the exceedances.

Please mail the check to:

State Water Resources Control Board
ATTN: ACL PAYMENT
Division of Administrative Services, Accounting Branch
P.O. Box 1888
Sacramento, California 95812-1888

I hereby affirm that I am duly authorized to act on behalf of and to bind the Permittee in the making and giving of this Acceptance and Waiver.

City of Rancho Palos Verdes

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

Los Angeles County

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Rolling Hills

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

City of Rolling Hills Estates

By: _____ _____
(Signed Name) (Date)

_____ _____
(Printed or Typed Name) (Title)

IT IS SO ORDERED PURSUANT TO WATER CODE SECTION 13323 AND GOVERNMENT CODE SECTION 11415.60

By: _____ _____
Susanna Arredondo Date
Executive Officer

Machado Lake Nutrients TMDL Violations

Stations	RHE City Hall
Total Penalty	$69,000

Permittee	Address
Rancho Palos Verdes (4 19M1000148)	30940 Hawthorne Boulevard Rancho Palos Verdes, CA 90275
County of Los Angeles (4 19M1000133)	900 South Fremont Avenue Alhambra, CA 91803
Rolling Hills (4 19M1000150)	2 Portuguese Bend Road Rolling Hills, CA 90274
Rolling Hills Estates (4 19M1000151)	4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274

Nutrients Exceedance Data

Station Code	Sample Date	Analyte Name	Unit	Monthly Avg	WQBEL	Serious	Chronic
RHECityHall	9/15/2021	Total Phosphate	mg/L	0.23	0.10	$3,000	
RHECityHall	10/25/2021	Total Phosphate	mg/L	0.32	0.10	$3,000	
RHECityHall	10/25/2021	Total Nitrogen	mg/L	2.3	1.0	$3,000	
RHECityHall	11/12/2021	Total Phosphate	mg/L	0.13	0.10		$3,000
RHECityHall	12/1/2021	Total Phosphate	mg/L	0.32	0.10	$3,000	
RHECityHall	12/14/2021	Total Nitrogen	mg/L	2.5	1.0	$3,000	
RHECityHall	1/5/2022	Total Nitrogen	mg/L	2.0	1.0	$3,000	
RHECityHall	1/5/2022	Total Phosphate	mg/L	0.22	0.10	$3,000	
RHECityHall	2/2/2022	Total Nitrogen	mg/L	1.2	1.0		$3,000
RHECityHall	3/2/2022	Total Phosphate	mg/L	0.32	0.10	$3,000	
RHECityHall	3/2/2022	Total Nitrogen	mg/L	2.3	1.0	$3,000	
RHECityHall	6/1/2022	Total Nitrogen	mg/L	1.6	1.0	$3,000	
RHECityHall	6/1/2022	Total Phosphate	mg/L	0.11	0.10		$3,000
RHECityHall	7/21/2022	Total Nitrogen	mg/L	1.1	1.0		$3,000
RHECityHall	7/21/2022	Total Phosphate	mg/L	0.32	0.10	$3,000	
RHECityHall	8/3/2022	Total Nitrogen	mg/L	1.1	1.0		$3,000
RHECityHall	8/3/2022	Total Phosphate	mg/L	0.34	0.10	$3,000	
RHECityHall	9/7/2022	Total Phosphate	mg/L	0.24	0.10	$3,000	
RHECityHall	10/3/2022	Total Phosphate	mg/L	0.16	0.10	$3,000	
RHECityHall	11/1/2022	Total Nitrogen	mg/L	1.8	1.0	$3,000	
RHECityHall	11/1/2022	Total Phosphate	mg/L	0.24	0.10	$3,000	
RHECityHall	12/1/2022	Total Nitrogen	mg/L	1.9	1.0	$3,000	
RHECityHall	12/1/2022	Total Phosphate	mg/L	0.30	0.10	$3,000	

Exhibit 2: Machado Lake TMDL
Permittees and Compliance Points

Table 1: Permittee, Selected Compliance Option, and Coordinated Integrated Monitoring Program (CIMP)

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
Carson	WQBEL	WQBEL	Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Lomita	WQBEL	WQBEL	Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (City of)[1]	Receiving Water Limitations	WQBEL	Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93)

[1] The City of Los Angeles (City) is not included in the calculation of the mandatory minimum penalties (MMPs) for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is subject to Receiving Water Limits and not outfall based effluent limits. MMPs apply only for effluent limits where the compliance point is the outfall.

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Nutrient TMDL: **Permit Attachment P, Part IV.C.1 (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles (County of)	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Los Angeles County Flood Control District	WQBEL	WQBEL	Palos Verdes Peninsula Dominguez Channel Beach Cities	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Palos Verdes Estates	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)**

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rancho Palos Verdes	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Redondo Beach[2]	WQBEL	WQBEL	Beach Cities	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:**

[2] City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because there are no compliance points within the City's jurisdictional area.

Permittee (Permit Attach J, Table J-9)	Nutrients TMDL Compliance Option	Toxics TMDL Compliance Option	Coordinated Integrated Monitoring Program (CIMP)	Reference for Compliance Option and CIMP (document and page)
				Permit Attachment P, Part IV.B (p. P-8) Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Rolling Hills Estates	WQBEL	WQBEL	Palos Verdes Peninsula	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.B (p. P-8)** Permit Attachment P, Part IV.B (p. P-8) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10**) Permit Attachment P, Parts V.B-C (p. P-9 - P-10)
Torrance[3]	Mass-Based WQBEL	WQBEL	Beach Cities	**Permit Parts X.A.1 and X.B.2.a (p. 92-93)** Permit Parts X.A.1 and X.B.2.a (p. 92-93) **Nutrient TMDL:** **Permit Attachment P, Part IV.C.2.b (p. P-9)** Permit Attachment P, Part IV.C.2.b (p. P-9) **Toxics TMDL:** **Permit Attachment P, Parts V.B-C (p. P-9 – P-10)** Permit Attachment P, Parts V.B-C (p. P-9 - P-10)

[3] City of Torrance (City) is not included in the calculation of the MMPs for exceedances of the Machado Lake Nutrients TMDL-based effluent limits because the City is in compliance with their mass based effluent limits.

Table 2: Permittees and TMDL Compliance Points

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
Carson	Outfall 4 (DOM-OF-004)	Outfall 4 (DOM-OF-004)	**Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Lomita	P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	**Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (City of)	ML-1 and ML-2	P-77, P-510, Outfall 4 (DOM-OF-004)	**Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "ML-1", "ML-2", "ML-3", "P-77", "P-510", and "DOM-OF-004"** Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-1" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-2" Domiguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "ML-3" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles “P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles (County of)	Outfall 4 (DOM-OF-004), RHE City Hall	Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004"** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Los Angeles County Flood Control District	Tor-S-1 through S-6, P-77, P-510, Outfall 4 (DOM-OF-004)	P-77, P-510, Outfall 4 (DOM-OF-004)	**Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1 titled “Site Location Map”; and Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title “DOM-OF-004"** Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004" **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Palos Verdes Estates	Solano Valmonte	Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47.** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rancho Palos Verdes	Valmonte RHE City Hall	P-77, P-510, Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48.** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77", "P-510", and "DOM-OF-004" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-510" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Redondo Beach[4]		Outfall 4 (DOM-OF-004)	**Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rolling Hills	Lariat RHE City Hall	P-77 Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 48**. Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 48 **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

[4] City of Redondo Beach (City) is not included in the calculation of the MMP for exceedances of the Machado Lake Toxics TMDL-based effluent limits because the area of the City within the Machado Lake Watershed is relatively small (0.94 acres) and there are no MS4s within this area.

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Rolling Hills Estates	RHE City Hall Lariat Valmonte	P-77 Outfall 4 (DOM-OF-004)	**Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H, p. 47-48.** Nutrients: Palos Verdes CIMP (dated Feb 2, 2016) Appendix C in Appendix H page 47 **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77" Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"
Torrance	Tor-S-1 through S-6 Tor S-7 through S-9	P-77 Outfall 4 (DOM-OF-004)	**Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8 p. 18 and Figure 1.** Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Table 8-page 18 Nutrients: Beach Cities CIMP (dated July 2018, received Nov 29, 2018) Appendix B, Figure 1 titled "Site Location Map" **Toxics: Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Titles "P-77" and "DOM-OF-004"** Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "P-77"

Permittee	Nutrient TMDL Compliance Points	Toxics TMDL Compliance Points	Reference for Nutrient and Toxics Compliance Points (document and page)
			Dominguez Channel CIMP (dated April 18, 2016) Attachment B, Page Title "DOM OF 004"

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.B
Mtg. Date: 03/11/2024

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

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

THRU: **KARINA BAÑALES, CITY MANAGER**

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION - (PARAGRAPH (2) OF SUBDIVISION (D) AND PARAGRAPH (2) OF SUBDIVISION (E) OF GOVERNMENT CODE SECTION 54956.9) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE CITY IN THE LITIGATION. SIGNIFICANT EXPOSURE TO CIVIL LITIGATION (1 POTENTIAL CASE) – THREAT OF LITIGATION FROM RESIDENTS IN AND AROUND THE FLYING TRIANGLE MADE TO CITY OFFICIALS AND THE CITY MANAGER R EGARDING THE THREAT OF A LANDSLIDE DUE TO INCREASED RAIN EVENTS AND WATER DRAINAGE IN THE AREA.**

DATE: **March 11, 2024**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS: