



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA
Regular Council Meeting

CITY COUNCIL
Monday, September 28, 2020

CITY OF ROLLING HILLS
7:00 PM

This meeting is held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020. All Councilmembers will participate by teleconference.

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

Members of the public may observe and orally participate in the meeting via Zoom and or 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.

Zoom access:
<https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09> Or
dial (669) 900-9128, meeting ID: 872 2717

5757, passcode: 780609

Audio recordings to all the City Council meetings can be found here: <https://cms5.revize.com/revize/rollinghillsca/government/agenda/index.php>.

While on this page, locate the meeting date of interest then click on AUDIO. Another window will appear. In the new window, you can select the agenda item of interest and listen to the audio by hitting the play button. Written Action Minutes to the City Council meetings can be found in the AGENDA, typically under Item 4A Minutes. Please contact the City Clerk at 310 377-1521 or email at cityclerk@cityofrh.net for assistance.

Next Resolution No. 1264

Next Ordinance No.

365

1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. **OPEN AGENDA - PUBLIC COMMENT WELCOME**

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

4. **CONSENT CALENDAR**

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

- 4.A. MINUTES: 1) REGULAR MEETING OF SEPTEMBER 14, 2020; 2) REGULAR MEETING OF JUNE 11, 2018; AND 3) REGULAR MEETING OF JUNE 25, 2018.

RECOMMENDATION: APPROVE AS PRESENTED.

09-14-20-CCMinutes v3.docx

06-11-18CCDraftMinutes_v8.docx

06-25-18CCDraftMinutes.v5.docx

- 4.B. PAYMENT OF BILLS.

RECOMMENDATION: APPROVE AS PRESENTED.

Payment of Bills.pdf

- 4.C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR AUGUST 2020.

RECOMMENDATION: APPROVE AS PRESENTED.

08.20 - Rolling Hills Tonnage.pdf

- 4.D. CALIFORNIA JPIA: 2020 ANNUAL BOARD OF DIRECTORS MEETING VOTING DELEGATE/ALTERNATE FORM.

RECOMMENDATION: Designate one voting delegate and at least one alternate as presented.

Certification of Agency Voting Delegate Form 2020 FINAL.pdf

- 4.E. CONTRACT AMENDMENT FOR WEB DEVELOPER REVIZE, TO ADD ONLINE FORMS APPLICATION TO CITY'S WEBSITE.

RECOMMENDATION: APPROVE AS PRESENTED.

Amendment to Agreement with Revize-cl_RH.pdf

Proposal Revize Custom Website City of Rolling Hills CA 200917.pdf

REVIZE Agreement4.16.19.pdf

5. **COMMISSION ITEMS**

NONE.

6. **PUBLIC HEARINGS**

NONE.

7. **OLD BUSINESS**

NONE.

8. **NEW BUSINESS**

- 8.A. REVIEW RESOLUTION NO. 1263 TO ACCEPT STATE DEPARTMENT OF PARKS AND RECREATION PER CAPITA PROGRAM ALLOCATION AND PROVIDE DIRECTION TO STAFF.

RECOMMENDATION:

Staff recommends that the City Council (1) receive a presentation from staff on Proposition 68 Per Capita Program, (2) review Resolution No. 1263 as required by the Office of Grants and Local Services (OGALS); and (3) provide direction to staff.

[1263_Resolution RE Acceptance of Prop 68 Funds-c1_RH.docx](#)

[AllocationTable_Guide_accessible.pdf](#)

[Per_Cap_FAQs20200701.pdf](#)

[Per Capita 101.pdf](#)

[Sample_Grant_Contract_Per_Capita_Program_Procedural_Guide_Sept_2020_9.1.20.pdf](#)

[Sample_Deed_Restrictions_Per_Capita_Program_Procedural_Guide_Sept_2020_9.1.20-2.pdf](#)

- 8.B. RECEIVE AND FILE A PRESENTATION ON REQUIREMENTS OF THE DRAFT NEW MS4 PERMIT; CONSIDER THE EVALUATION OF THE REQUIREMENTS BY MCGOWN CONSULTING; AND PROVIDE DIRECTION TO STAFF ON PARTICIPATING IN THE PENINSULA ENHANCED WATERSHED MANAGEMENT PROGRAM (EWMP).

RECOMMENDATION: Staff recommends that the City Council (1) receive a presentation on the draft new MS4 permit requirements; (2) consider the pros and cons on possible city actions evaluated by McGown Consulting, and (3) provide direction to staff.

[AgendaSpecialJulyBoardMeeting.pdf](#)

[LARWQCB_SpecialMeeting_2020-07-02_w_20-07-09_Item14.pdf](#)

[LARWQCB_Meeting_Summary_2020-09-10 - Peninsula.pdf](#)

[WMP_Decision_2020.09.28\(draft2\).pptx](#)

[RH_WMP_Decision_memo_2020-09-24.pdf](#)

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

10. MATTERS FROM STAFF

- 10.A. RECEIVE AND FILE AN UPDATE ON SCHOETTLE™S ASSESSMENT DISTRICT PROJECT TO UNDERGROUND UTILITY INFRASTRUCTURE.

RECOMMENDATION: Receive and file.

- 10.B. PRESENTATION ON NOTIFICATION SYSTEMS FOR THE CITY OF ROLLING HILLS: ALERT SOUTHBAY AND E-NOTIFY.

RECOMMENDATION: RECEIVE AND FILE.

[Final Alert Southbay Tri-Fold Brochure MB.pdf](#)

11. CLOSED SESSION

12. ADJOURNMENT

Next regular meeting: Monday, October 12, 2020 at 7:00 p.m. via City's website's link at <https://www.rolling-hills.org/government/agenda/index.php>

Zoom

access:

<https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09>

Or dial (669) 900-9128, meeting ID: 872 2717 5757, passcode: 780609

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: 09/28/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: MINUTES: 1) REGULAR MEETING OF SEPTEMBER 14, 2020; 2) REGULAR MEETING OF JUNE 11, 2018; AND 3) REGULAR MEETING OF JUNE 25, 2018.

DATE: September 28, 2020

BACKGROUND:

NONE.

DISCUSSION:

NONE.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

NONE.

ATTACHMENTS:

[09-14-20-CCMinutes v3.docx](#)

[06-11-18CCDraftMinutes_v8.docx](#)

[06-25-18CCDraftMinutes.v5.docx](#)

**MINUTES OF A
REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, SEPTEMBER 14, 2020**

1. CALL TO ORDER

-

The City Council of the City of Rolling Hills met in a regular meeting via Zoom Teleconference on the above date at 7:00 p.m. via teleconference.

Mayor Pieper presiding.

2. ROLL CALL

Present: Council Members Mirsch, Black, Wilson, Dieringer and Mayor Pieper
Absent: None

Staff Present: Elaine Jeng, City Manager
Michael Jenkins, City Attorney
Meredith Elguira, Planning & Community Services Director
Maria Quinonez, Interim City Clerk

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Resident Alfred Visco expressed disappointment that his request was not on the agenda.

Resident Gene Honbo commented on the hardening home inspections that took place recently included City Hall and the Home Owners Association. He also noted that two other inspections are planned in the next month.

4. CONSENT CALENDAR

4.A. MINUTES: 1) REGULAR MEETING OF JULY 13, 2020; 2) REGULAR MEETING OF JULY 27, 2020; 3) REGULAR MEETING OF AUGUST 10, 2020; AND 4) REGULAR MEETING OF AUGUST 24, 2020.

MOTION: It was moved by Councilmember Wilson and seconded by Council Member Mirsh to approve meeting minutes as presented.

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

4.B. PAYMENT OF BILLS.

ITEM 4.B. APPROVED BY CONSENT CALENDAR VOTE.

MOTION: It was moved by Councilmember Black and seconded by Council Member Wilson to approve the Consent Calendar item 4.B as presented.

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

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

**7.A CONSIDER AND APPROVE RESOLUTION NO. 1262 EXPRESSING
OPPOSITION TO PROPOSED PLANNING AND ZONING
LEGISLATION THAT USURPS LOCAL CONTROL AND IMPOSES
UNFUNDED MANDATES, AND EXPRESSING SUPPORT FOR ACTION
TO FURTHER STRENGTH LOCAL DEMOCRACY, AUTHORITY AND
CONTROL.**

MOTION: It was moved by Council Member Mirsch and seconded by Mayor Pro Tem Dieringer to approve as presented.

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

**7.B. RECEIVE AND FILE ALTERNATIVE MS4 COMPLIANCE STRATEGY
FOR MACHADO LAKE NUTRIENT TMDL AND APPROVE A
PROFESSIONAL SERVICE AGREEMENT WITH NV5 TO PROVIDE**

**OUTFALL MONITORING AT A NEW LOCATION IN THE
SEPULVEDA CANYON FOR ONE SEASON.**

MOTION: It was moved by Council Member Mirsch and seconded by Councilmember Wilson to consider an alternative compliance strategy and approve engage the services of NV5 to monitor at new outfall location in the Sepulveda Canyon for one season.

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

**7.C. CONSIDER AND APPROVE AN ON-CALL INDUSTRIAL HYGIENIST,
ELLIS ENVIRONMENTAL, IN THE EVENT OF A POSITIVE COVID-19
CASE AT CITY HALL, TO VALIDATE THAT CLEANING PROTOCOLS
WERE IMPLEMENTED PROPERLY.**

MOTION: It was moved by Mayor Pro Tem Dieringer and seconded by Councilmember Mirsch to table this item pending input from the Department of Public Health.

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

8. NEW BUSINESS

8.A. DISCUSS 2020 ANNUAL HOLIDAY OPEN HOUSE.

MOTION: It was moved by Councilmember Black and seconded by Council Member Mirsch to cancel the 2020 Annual Holiday Open House and reconsider in the spring.

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

**8.B. DESIGNATE VOTING DELEGATE AND ALTERNATE TO THE LEAGUE OF
CALIFORNIA CITIES ANNUAL CONFERENCE OCTOBER 7-8, 2020 TO BE
HELD VIRTUALLY; AND PROVIDE DIRECTION TO DESIGNATED
VOTING DELEGATE ON LEAGUE'S 2020 ANNUAL CONFERENCE
RESOLUTION PACKET.**

MOTION: It was moved by Councilmember Black and seconded by Council Member Mirsch to (1) designate Mayor Pro Tem Dieringer as the voting delegate; (2) designate Councilmember Wilson as the alternate voting delegate; (3) trust the voting delegate to make the appropriate decision on behalf of

the city on the proposed resolution; (4) and direct staff to complete the Voting Delegate form and submit the form to the California League of Cities.

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

8.C. CONSIDER AND APPROVE AN AMENDED PROFESSIONAL SERVICE AGREEMENT WITH ALAN PALERMO FOR PROJECT MANAGEMENT SERVICES FOR FISCAL YEAR 2020-2021.

MOTION: It was moved by Councilmember Mirsch and seconded by Councilmember Wilson to approve an amendment to the professional services agreement with Alan Palermo Consulting for project management services for Fiscal Year 2020-2021.

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

8.D RECEIVE AND FILE A CALENDAR OF EVENTS FOR RESUBMITTING THE 5TH CYCLE HOUSING ELEMENT TO CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR CERTIFICATION.

MOTION: It was moved by Mayor Pro Tem Dieringer and seconded by Mayor Pieper to receive and file the calendar of events.

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

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

9.A. DISCUSS ACTION MINUTES AS THE OFFICIAL CITY COUNCIL MEETING MINUTES. (PIEPER)

MOTION: It was moved by Councilmember Mirsch and seconded by Council Member Wilson to approve action style minutes with public comment to list the speaker name, overall topic and stance or position.

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

9.B. DISCUSS IGNITABLE DEVICES. (BLACK)

City Attorney suggested to look into banning smoking outdoors. Councilmember Black supported the suggestion. Mayor Pieper added that the item will be discussed at a future meeting when the City Attorney has an opportunity to review the item.

9.C. OTHER – ADDITIONAL COMMENTS

Councilmember Black asked to agendaize Mr. Visco's request to talk about enforcement of the fire code.

10. MATTERS FROM STAFF

10.A. LOCAL EARLY ACTION PLANNING GRANT (LEAP) GRANT UPDATE.

Staff announced that the City of Rolling Hills has been approved for funding under the Local Early Action Planning Grants (LEAP Program). The City received the maximum award of \$65,000 to fund services and activities relating to the Housing Element update.

11. CLOSED SESSION

NONE.

12. ADJOURNMENT

Hearing no further business before the City Council, Mayor Pieper adjourned the meeting at 9:05 p.m. in honor of the two Sheriff Officers shot and also in support of Law Enforcement. Next regular meeting: Monday, September 28, 2020 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Respectfully submitted,

Elaine Jeng, P.E.
Acting City Clerk

Approved,

Jeff Pieper
Mayor

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, JUNE 11, 2018**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Wilson at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

Councilmember's Present: Dieringer, Mirsch and Mayor Wilson.
Councilmembers Absent: Black and Pieper.

Others Present: Yolanta Schwartz, Interim City Manager.
Michael Jenkins, City Attorney.
Julia Stewart, Acting Planning Director.
Yvette Hall, City Clerk.
Jim Walker, Budget Consultant.
Terry Shea, Finance Director.
J. Lopez, LA County Fire Prevention Bureau.
Assistant Chief Hale, LA County Fire Department.
Marcia Schoettle, 24 Eastfield Drive.
Alfred Visco, 15 Cinchring Road.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Marcia Schoettle, 24 Eastfield Drive, commented on Consent Calendar Item No. F - City Council Dead Vegetation Enforcement Ad Hoc Subcommittee Meeting Notes of May 21, 2018. She questioned the enforcement of the dead vegetation removal ordinance. She also opposed the City's enforcement of the dead vegetation removal and expressed this matter should be imposed by the Fire Department.

Mayor Wilson informed Ms. Schoettle that the enforcement of dead vegetation by the Fire Department was only up to 200-foot distance from structures. He clarified that the proposed dead vegetation item discussed on this evening's agenda was part of a multi-pronged approach to address the reduction of fire fuel sources on the entire property.

Alfred Visco, 15 Cinchring Road, stated he was a retired attorney and a board member of a property owner's association in Temecula. He also owns an avocado grove and lemon grove. In 2007, half of his avocado grove was burned down due to arson on an adjacent property. In 2009 there was a fire in Rolling Hills in which he almost lost his home. If it was not for the deluge system, he installed in his home during

his remodel he would have lost his home. He continued by stating fire was an on-going issue with his Temecula property, especially because they have numerous vacant properties, but they are very proactive about fire prevention. His purpose for coming before the City Council was twofold: 1) to urge the Council to enforce the code as it was written 2) to urge the City to get the canyons under control, especially in the Rancho Palos Verdes and Land Conservancy properties. He also suggested the Council coordinate with the Homeowner's Association to see if their CC&R's can help with enforcement efforts.

Mayor Wilson thanked Mr. Visco for his comments and closed the public comment.

4. **CONSENT CALENDAR**

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

- A. Minutes – Regular Meeting of April 23, 2018.
RECOMMENDATION: Approve as presented.
- B. Payment of Bills.
RECOMMENDATION: Approve as presented.
- C. Financial Statement for the Month of April 2018.
RECOMMENDATION: Approve as presented.
- D. Republic Services Recycling Tonnage Report for April 2018.
RECOMMENDATION: Receive and file.
- E. City Council Finance/Budget/Audit Committee Meeting Notes of May 21, 2018.
RECOMMENDATION: Receive and file.
- F. City Council Dead Vegetation Enforcement Ad Hoc Subcommittee Meeting Notes of May 21, 2018.
RECOMMENDATION: Receive and file.
- G. Biennial Review of the City of Rolling Hills Conflict of Interest Code.
RECOMMENDATION: Approve as presented.

Mayor Pro Tem Mirsch moved that the City Council approve Consent Items as presented. Councilmember Dieringer seconded the motion and the motion carried without objection.

AYES: COUNCILMEMBERS: Dieringer, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Pieper and Black.
ABSTAIN: COUNCILMEMBERS: None.

5. **COMMISSION ITEMS**

NONE.

6. **PUBLIC HEARINGS**

- A. **CONSIDERATION OF RESOLUTION NO. 1222 ADOPTING THE 2018/19 FISCAL YEAR BUDGET AND RESOLUTION NO. 1223 ESTABLISHING THE ANNUAL**

APPROPRIATIONS GANN LIMIT FOR THE CITY OF ROLLING HILLS.

AND CONSIDERATION OF:

- (1) RESOLUTION NO. 1222: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ADOPTING THE FY 2018-19 CITY OF ROLLING HILLS BUDGET INCLUDING THE ANNUAL REPORT ON: GENERAL FUND; COMMUNITY FACILITIES FUND; MUNICIPAL SELF INSURANCE FUND; REFUSE COLLECTION FUND; SOLID WASTE CHARGES; TRAFFIC SAFETY FUND; TRANSIT FUND-MEASURE R; TRANSIT FUND-MEASURE M; TRANSIT FUND-PROPOSITION A; TRANSIT FUND-PROPOSITION C; COPS AND CLEEF FUND; UTILITY FUND; AND CAPITAL PROJECT FUND FOR FISCAL YEAR 2018-19; AND**
- (2) RESOLUTION NO. 1223: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTABLISHING THE 2018-19 FISCAL YEAR GANN APPROPRIATION LIMIT FOR THE CITY OF ROLLING HILLS.**

Budget Consultant Jim Walker stated the public hearing was for Rolling Hills Fiscal Year 2018/2019 budget. Upon conclusion of the public hearing, it was recommended that the City Council adopt the FY 2018/19 budget for all the City's Funds and Annual Appropriations Limit. Some of the items he discussed were the General Fund, PARS Retirement Liability Trust, LA County Building and Safety Permit Fees, the new lease agreement with the Rolling Hills Community Association, Cost of Living Adjustment (COLA), Planning Department Budget, LA County Sheriff's department contract, the Wildlife Management Pest Control for LA County, Non-Departmental Budget, and Emergency Preparedness.

Mayor Wilson concluded the budget discussion for the general fund expenditures and opened the meeting for questions.

Councilmember Dieringer asked if staff identified any priorities not included in the 2018/2019 and had several questions pertaining to the proposed budget. Budget Consultant Walker and Finance Director Shea reassured her that there was a substantial amount of money budgeted to complete all the projects.

Budget Consultant Walker proceeded with the some highlights of other funds, including the Traffic Safety, the Cops Fund, the LA County Sheriff's Department contract, supplemental traffic enforcement proposal, Capital Project including the Utility Fund, and the ADA compliance for the City Hall front door area.

Mayor Wilson opened the meeting for public comments. There were no public comments. The Mayor closed the public hearing and opened it for discussion to the City Councilmembers.

Councilmember Dieringer stated that she was not in favor of some of the items discussed in the budget and moved that the adoption of the budget should be tabled until all the Councilmembers were present. Councilmember Dieringer also stated the budget should reflect a system of priorities for the City Council. She also mentioned the importance of being prepared for emergencies with an adopted Hazard Mitigation Plan and Safety Element. She expressed that these priorities would

require more funds to be added to the Community Wildfire Protection Plan and for coordinated effort for Peninsula-wide emergency preparedness.

Mayor Wilson asked Interim City Manager Schwartz to address the Emergency Preparedness idea with RPV.

Mayor Wilson reminded the Council there was a motion to table this item and asked if there was a second. There was no second. City Attorney Jenkins stated to adopt the budget a minimum of 3 votes is needed and with two absentees there is not enough votes to adopt the budget.

Mayor Wilson informed the Council that there was time to act on this item and it does not have to be adopted until July 1.

Mayor Pro Tem Mirsch asked to amend her motion to table Item 6.1 to the next City Council meeting. Councilmember Dieringer seconded the motion, which carried without objections.

Mayor Wilson also stated that Item 6.2 was related and that it will be considered in two weeks.

AYES: COUNCILMEMBERS: Dieringer, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Pieper and Black.
ABSTAIN: COUNCILMEMBERS: None.

7. OLD BUSINESS

A. UPDATE AND DISCUSSION OF THE LOS ANGELES COMMUNITY CHOICE ENERGY (LACCE) PROGRAM (ORAL).

Mayor Wilson introduced Item 7A, the Los Angeles Community Choice Energy Program (LACCE).

Interim Planning Director Stewart stated six months ago, a presentation was made by LA County staff regarding the creation of a Coalition of Cities focusing on alternative renewal energy sources. At that time, the City Council decided not to join the program and asked for an update in six months.

Interim Planning Director Stewart stated that the LACCE changed their name to Clean Power Alliance of Southern California and 30 cities joined. The CPA intended to provide services by mid-year, but due to contractual obligations to SCE and PG&E services were delayed until the end of the year. There were three new cities that launched the Clean Power Alliance Program: South Pasadena, Rolling Hills Estates, and LA Unincorporated. There is an option for the City to join later but services could be delayed for up to 2 years. The City still had the option to join CPA at this time. She reminded the City Council this was only an update and asked if they would like her to provide another update in 6 months.

The oral presentation was received and filed.

Councilmember Dieringer recommended considering Item 8C first before Items 8A or 8B because

people in the audience were waiting to discuss Item 8C.

Mayor Wilson motioned to skip to 8C and there were no objections.

AYES: COUNCILMEMBERS: Dieringer, Mirsch and Wilson.

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Pieper and Black.

ABSTAIN: COUNCILMEMBERS: None.

8C (Out of Order)

8. NEW BUSINESS

C. A REPORT AND PRESENTATION FROM THE DEAD VEGETATION ENFORCEMENT ADHOC SUBCOMMITTEE MEETING.

Interim Planning Director Stewart stated that in November 2015 an ordinance was passed requiring all residents to keep their properties clear of dead vegetation including dead trees. The ordinance was enforced on a complaint basis. The Dead Vegetation Enforcement Ad Hoc Subcommittee met in February and May of this year and discussed options for a proactive enforcement program, which would be one part of the fire prevention plan. The program would be for immediate implementation and mandated an annual letter to remind residents to clear dead vegetation on their lots. It required property owners to remove all dead vegetation on their parcel including extreme slopes.

A phased process of enforcement in conjunction with efforts by the Rolling Hills Community Association (RHCA) and Fire Department was proposed. The RHCA issued letters when staff observed dead vegetation or a complaint was received. The residents were only informed and there was no action taken. The proposed program was meant to be one of several approaches to fuel abatement in the City. It was not a stand-alone initiative and would be coupled with the preparation of the Community Wildfire Protection Plan (CWPP), educational programs that were already taking place in the City, and with the preparation of the Safety Element as part of the Hazard Mitigation Plan. She stated that as it was mentioned during the budget discussion, there were funds available from FEMA for fuel abatement programs and projects. The Committee also discussed hiring two part-time employees for code enforcement and forestry. The forester would advise staff whether the vegetation is dead or dormant and the code enforcement officer would follow up on the forester inspection and provide enforcement.

The City had a liaison with the Palos Verdes Peninsula Land Conservancy who was responsible for the Portuguese Bend Reserve. Councilmember Black served on the board and submitted a request to the Board for the removal of dead vegetation along the border of Rolling Hills and Rancho Palos Verdes. The City could explore a long-term phase with the Land Conservancy to encourage clearance of the dead vegetation. Grant assistance was another option for trails that needed to be cleared for safety or transportation purposes. Staff could further conduct research the City Council was interested in pursuing a long-term strategy for the program.

If the City Council was in favor of the proactive enforcement program, the next step would be to approve the budget item and hire a code enforcement officer, forester, and consultant for CEQA

review. Staff would need permission to enter properties and was seeking Council's input on levels of authorization recommended for inspections.

Councilmember Dieringer expressed concern about enforcement to the residents. Interim Planning Director Stewart reiterated that the letters would just be a reminder to residents about the ordinance. When the ordinance was enacted, the policy was to enforce on a complaint basis. The Ad Hoc Subcommittee was in favor of the enforcement program, and recommended mailing the letters. The goal was to begin on July 1st with a reminder to residents that the ordinance was enacted.

Mayor Wilson inquired if there will be a vote on this item or if it was just a report. City Attorney Jenkins advised a vote should be taken. Mayor Wilson opened the item to the public.

Mr. Visco requested to speak; however, City Attorney Jenkins reminded the Council that Mr. Visco already spoke on this topic at the beginning of the meeting. Mayor Wilson concurred and opened it up for discussion to the Councilmembers.

Councilmember Dieringer expressed her environmental concerns. Mayor Wilson asked if the environmental concerns expressed by Councilmember Dieringer would be studied and addressed during the preparation of the CWPP and if the agencies would be able to comment.

Mayor Wilson also asked if there were any neighboring cities with a similar ordinance.

Fire Department representative J. Lopez replied. He was not aware of any, but State Code only required fuel abatement within 100 feet of structures and that is what the Fire Department followed. There was brief discussion regarding fuel abatement in Very High Fire Hazard Severity Zones (VHFHSZ) and because CalFire placed the Peninsula cities in VHFHSZ, the Peninsula cities adopted an ordinance requiring fire fuel abatement up to 200 feet of structures and that was the reason the Fire Department enforces the 200-foot zone.

Councilmember Dieringer asked if a CWPP plan would make the City eligible for grants.

Fire Department representative J. Lopez said that the adoption of a Hazard Mitigation Plan and CWPP would help grant procurement because it demonstrates that the City is committed to addressing fire fuel abatement issues.

Mayor Wilson stated that there would be no action taken on this tonight.

Mayor Wilson tabled the item until the next meeting when all councilmembers were present.

AYES:	COUNCILMEMBERS: Dieringer, Mirsch and Wilson.
NOES:	COUNCILMEMBERS: None.
ABSENT:	COUNCILMEMBERS: Pieper and Black.
ABSTAIN:	COUNCILMEMBERS: None.

8. NEW BUSINESS

A. CONSIDERATION OF PARTICIPATION IN THE ENERGY UPGRADE CALIFORNIA PROGRAM TO PROMOTE ENERGY CONSERVATION AND ADOPTION OF RESOLUTION NO. 1225 OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE ENERGY UPGRADE CALIFORNIA PROGRAM TO PROMOTE ENERGY CONSERVATION, UTILIZE ENERGY FROM RENEWABLE RESOURCES, AND REDUCE GREENHOUSE GAS EMISSIONS.

Interim City Manager Schwartz advised Councilmember Dieringer to place this item on the agenda. Interim City Manager Schwartz explained that the Energy Upgrade California Program promoted energy conservation. The California Energy Commission and the CPUC educated the residents about rebates that were available for energy conservation products. By adopting the Resolution, the City demonstrates support for the program and provides education to the residents about the rebates. An adopted Resolution will allow all residents to participate in the program and provide outreach to the community in the Blue Newsletter. There were no other costs associated with the program.

Mayor Pro Tem Mirsch inquired about the level of information and support provided to the City for this program.

Interim City Manager Schwartz stated that the Energy Commission would provide flyers and written information, which the staff will disseminate to the residents in the Newsletter.

Councilmember Dieringer moved to support Resolution 1225 and for the City to obtain as many rebates as possible for the residents. Mayor Pro Tem Mirsch seconded and the motion passed without objection.

AYES: COUNCILMEMBERS: Dieringer, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Pieper and Black.
ABSTAIN: COUNCILMEMBERS: None.

B. REPORT AND ADOPTION OF A RESOLUTION AFFIRMING THE EXISTING FRANCHISE FEE REMITTED BY COX INC., AND ADOPTION OF RESOLUTION NO. 1224 OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, AFFIRMING THE EXISTING FRANCHISE FEE REMITTED BY COX INC., DBA COX COMMUNICATIONS, LLC A DELAWARE CORPORATION.

Interim City Manager Schwartz stated Cox Communication requested the City adopt a Resolution reauthorizing Cox to continue collecting franchise fees from Rolling Hills residents and remit a portion of the fees to the City. Cox was the sole franchise holder in the City of Rolling Hills. The regulations pertaining to franchise operations had recently changed and Cox Communications was required to reapply for their permit to continue collecting the fee. The maximum franchise fee amount the communication company can collect was 5%. All of the agencies that authorized Cox Communication to collect and remit was less than 5% required to adopt a Resolution. Historically,

Cox remitted 2.5% of the fees to the City and 2.5% to the Rolling Hills Homeowners Association and to continue the collection and remittance of 2.5%, both agencies were required to adopt a Resolution to authorize the split and to certify that the ordinances reflected the amount. RHCA readopted their License Agreement.

Councilmember Dieringer inquired if the City was eligible to receive the entire 5%. City Attorney Jenkins stated the City was only eligible for 5%; however, it had been a long-standing practice to share the proceeds between the City and RHCA and Cox observed this practice.

Mayor Pro Tem Mirsch moved to adopt Resolution No. 1224 reauthorizing Cox Communications to collect and remit 2.5% of the franchise fees to the City. Councilmember Dieringer seconded the motion, which carried without objection.

AYES: COUNCILMEMBERS: Dieringer, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Pieper and Black.
ABSTAIN: COUNCILMEMBERS: None.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. PROPOSED SUPPORT LETTER TO SUPERVISOR HAHN REGARDING VACANCIES IN THE SHERIFF'S DEPARTMENT.

Councilmember Dieringer stated LA County Sheriff's Department had a shortage of deputies and required an outreach program to recruit new deputies. The Association of Deputies Sheriff requested the City send a letter to the the LA County Board of Supervisors in support of more personnel for the Sheriff's Department. In addition, to also hire experts to develop a robust advertising strategy to recruit and retain deputies.

Councilmember Dieringer moved to send the letter. Mayor Wilson seconded the motion, which carried without objections.

AYES: COUNCILMEMBERS: Dieringer, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Pieper and Black.
ABSTAIN: COUNCILMEMBERS: None.

10. MATTERS FROM STAFF

Interim City Manager Schwartz was asked by the Executive Director of SBCCOG, Jackie Bacharach, for a letter of support from the City to take part in a RFP for a broadband network for the South Bay Cities. The RFP is for fact finding and feasibility of such a network among the South Bay Cities and a letter of support would not obligate the City to participate in the actual broadband project. The request was included in the City Council packets several weeks ago and Interim City Manager Schwartz inquired if the City Council would be interested in supporting this effort.

Mayor Wilson asked if a motion was needed to prepare the letter. Mayor Pro Tem Mirsch stated she is not in favor of submitting a letter to SBCCOG. City Attorney Jenkins stated the item must be placed on the agenda if an action is needed by the City Council.

Councilmember Dieringer motioned to put this item on the next City Council agenda.

Interim City Manager Schwartz advised the letter would need to be prepared and sent to SBCCOG within two days because the RFP was going out in a few days.

The motion died and no action was taken.

AYES: COUNCILMEMBERS: None.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Wilson adjourned the meeting at 10:00 p.m. The next regular meeting of the City Council is scheduled to be held on Monday, June 25, 2018 at 7:00 p.m. in the Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Elaine Jeng, P.E.
Acting City Clerk

Approved,

Patrick Wilson
Mayor

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, JUNE 25, 2018**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Wilson at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

Councilmember's Present: Black, Dieringer, Mirsch, Pieper and Mayor Wilson.
Councilmembers Absent: None.

Others Present: Yolanta Schwartz, Interim City Manager
Michael Jenkins, City Attorney
Julia Stewart, Acting Planning Director
Yvette Hall, City Clerk
Kathleen McGowan, Hills & McGowan Consulting, LLC

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Black.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

NONE.

4. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

- 4E. Renewal of LA County Cultural Commission Contract
Approved as presented.

Interim City Manager Schwartz presented Consent Item 4E, the Renewal of the Los Angeles County Cultural Commission Contract. This was an annual contract providing bee, rodent, and abatement services to the City. The LA County Cultural Commission Contract has always been

included on the yearly budget. Mayor Wilson moved to vote on Consent Calendar. There was no public comments regarding the Consent Calendar. Hearing no objections, Mayor Wilson so ordered.

AYES: COUNCILMEMBERS: Dieringer, Mirsch, Pieper, Black and Mayor Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

A. CONTINUED PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 1222 ADOPTING THE 2018/2019 FISCAL YEAR BUDGET AND RESOLUTION NO. 1223 ESTABLISHING THE ANNUAL APPROPRIATIONS GANN LIMIT FOR THE CITY OF ROLLING HILLS.

Interim City Manager Schwartz presented the continued item to the City Council and stated five councilmembers were required to participate in the discussion of the 2018-2019 budget. Mayor Wilson stated at the last City Council meeting on June 11th, three votes were required to pass the budget. There were only three members present at last meeting and only two votes were in favor to pass the budget.

Mayor Wilson addressed the members of the City Council and stated this meeting was a continuation of the public hearing from June 11th and it was recommended the City Council to adopt the 2018-2019 Budget. The Mayor presented the highlights of the 2018-2019 budget.

Mayor Wilson moved that the City Council vote to adopt the 2018-2019 Fiscal Year Budget, Resolution No. 1222, and Resolution No. 1223, which carried without objection.

AYES: COUNCILMEMBERS: Black, Dieringer, Pieper, Mirsch and Mayor Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

Mayor Wilson presented some of the highlights of the 2018-2019 Budget, and the Budget Highlight Exhibit was also included in the Staff Report. He said for the first-time the highlights of General Fund Revenue projects were \$2,168,950 and \$2,288,150 in expenses which resulted in a deficit of \$118,200. In addition, for the first time, the property tax revenue for FY2015-2016 exceeded \$1,000,000, and the budget 2017-2018 actuals will exceed \$1,000,000. The 2018-2019

budget would exceed \$1,000,000, which would increase the property tax revenue by \$98,000.

The building permits increased by 4.2% over the last year, this included the reduction of the LA County Building & Safety permit fee multiplier from 2.5% to 2.25%; which reduced the 2018-2019 revenue to \$48,280. On May 14th, the City Council approved the new lease agreement with the Rolling Hills Community Association and increased 2018-2019 revenues by net of \$14,000 and Prop A exchange which will generate general fund revenues of \$56,250. The City would not pass the refuse increase to the residents and their rates will remain the same as last year. The residents will save \$28 per parcel and it will cost the City \$19,372 in the refuse fund. Mayor Wilson asked if there were any questions about the revenues. There were no questions.

The Mayor discussed the 2018-2019 Expenditures before transfers and presented the highlights to the City Council of \$159,900 higher than 2017-2018. Mayor Wilson reviewed the increases to the 2018-2019 General Fund Budget. The budget included up to a five (5) percent salary increase, \$15,588 cost of living Co-op adjustment which is capped at three-point five (3.5) percent and one-point five (1.5) percent; Exceptional Salary Performance Bonus Approval of \$4600 in accordance with the Personnel Manual. The General Fund Budget included the eleven (11) month vacant City Manager position at the current bi-weekly rate; creation of a non-benefit Planning Commission secretary and clerical help at \$25,000; \$10,000 in the Administration Department, and \$15,000 in the Planning Department and \$2,000 additional in payroll taxes. The benefits include a second payment of \$185,000 for the contribution to CalPERS Retirement Liability Trust for the CalPERS pension liability. The Administration included \$15,700 to purchase new equipment; under \$5,000 for the City Clerk and Planning Department. The General Fund Budget included \$14,000 for a new copier, either for a lease or purchase, \$27,000 for Storage Craft, an online cloud server. Law enforcement included \$11,500 for the LA County Sheriff's contract increase of three-point twenty-eight (3.28) percent. The P-File Control was increased by \$2,000, which brought the total to \$12,000 for 2018-2019; and \$5,000 was added to the LA County Animal Control which brought the total to \$10,000. Additionally, \$17,000 was for the wildlife management and pest control for Los County; and \$9,500 increased to supplement the coyote control management contract. The Finance Committee left those items in the budget and recommended the City Council discuss to keep the policies in the budget.

Mayor Wilson discussed the items that were added to the non-departmental budget and reviewed the other funds in the budget. Mayor Wilson opened the meeting for public comments for the budget approval.

There were no public comments.

Mayor Wilson moved that the City Council vote to adopt the budget as presented. A motion was made to adopt the budget. The motion received a second. The budget was adopted with no objection.

AYES: COUNCILMEMBERS: Black, Dieringer, Pieper, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.

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City Council Meeting
06-25-18

ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

A. REPORT AND PRESENTATION FROM DEAD VEGETATION ENFORCEMENT AD HOC SUBCOMMITTEE MEETING.

This report was presented again because not all City Council members were present at the last City Council Meeting held on June 11, 2018. Julia Stewart, Acting Planning Director, presented the staff report to the City Council.

The Dead Vegetation Enforcement Ad Hoc Subcommittee met in February and May 2018 to discuss options for a proactive enforcement program and fire prevention plan. If adopted, the program would be implemented immediately, and an annual letter would be mailed out to remind residents to clear the dead vegetation on their properties. There was an ordinance passed in 2015, requiring all property owners to keep their properties clear of dead vegetation and trees.

The next step would be for City Council to decide on implementing a proactive program or a complaint-based program. The Councilmembers discussed their concerns about the dead vegetation enforcement.

Councilmember Dieringer stated this item has been on the City Council agenda several times in the past and expressed her concerns about informing the residents regarding Dead Vegetation Enforcement and the challenges of the geographic terrain. Councilmember Dieringer also emphasized the importance of working with the Community Wildfire Protection Plan.

Mayor Wilson opened the meeting for public comment and four residents made a public comment. Mayor Wilson closed the public comment and he questioned if he should make a motion. A motion was not made.

After further discussion, the City Council decided on the following:

- 1st letter
- Grant a 60-day grace period
- 2nd letter
- Hire new personnel for \$15,000
- Grant an additional 60-day grace before moving aggressively
- At the end of grace period, have a meeting and invite people to provide a status report
- Vote on the continuance of enforcement

- Re-evaluation once the \$15,000 funds have been exhausted for the personnel

Mayor Wilson moved that the City Council vote, all were in favor except Councilmember Dieringer.

AYES: COUNCILMEMBERS: Mirsch, Pieper, Black, and Mayor Wilson.
 NOES: COUNCILMEMBERS: Dieringer.
 ABSENT: COUNCILMEMBERS: None.
 ABSTAIN: COUNCILMEMBERS: None.

B. CONSIDERATION OF A TWO-YEAR EXTENSION AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND MCGOWAN CONSULTING LLC FOR COMPLIANCE ASSISTANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT.

Interim City Manager Schwartz presented the item to the City Council. Councilmember Pieper made a motion to extend the agreement for two years and approve the professional services agreement between the City of Rolling Hills and McGowan Consulting, LLC. The motion was seconded, and there were no objections.

AYES: COUNCILMEMBERS: Mirsch, Pieper, Black, Dieringer, and Mayor Wilson.
 NOES: COUNCILMEMBERS: None.
 ABSENT: COUNCILMEMBERS: None.
 ABSTAIN: COUNCILMEMBERS: None.

C. CONSIDERATION OF MEMORANDUM OF AGREEMENT – TORRANCE AIRPORT STORMWATER INFILTRATION PROJECT STAKEHOLDER GROUP – PRELIMINARY DESIGN WORK COST SHARING AGREEMENT.

Interim City Manager Schwartz presented this item to the City Council. It was for the City to join the other peninsula cities on the Torrance Airport Stormwater Infiltration Project. The Memorandum of Agreement was presented to City Council and was reviewed by the City Attorney. The City Council had a discussion about the MOU. There was a motion to pass, and a second motion. The motion passed with no objection.

AYES: COUNCILMEMBERS: Black, Mirsch Pieper, Black, Dieringer, and Mayor Wilson.
 NOES: COUNCILMEMBERS: None.
 ABSENT: COUNCILMEMBERS: None.
 ABSTAIN: COUNCILMEMBERS: None.

D. CONSIDERATION OF SOUTHERN CALIFORNIA EDISON RULE 20A FUND EXCHANGE WITH THE CITY OF PALOS VERDES ESTATES.

Interim City Manager Schwartz presented this item to the City Council. The Councilmembers discussed the price of the poles. Councilmember Pieper stated he did not want the City to pay more money for poles than the other cities in the area. Councilmember Pieper recommended this item to be presented to City Council when it is ready. No was action taken.

AYES: COUNCILMEMBERS: None.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

NONE.

10. MATTERS FROM STAFF

NONE.

11. CLOSED SESSION

**A. GOVERNMENT CODE SECTION 54957 PUBLIC EMPLOYEE
APPOINTMENT TITLE: CITY MANAGER.**

City Council met in closed session and no reportable action was taken.

ADJOURNMENT

Hearing no further business before the City Council, Mayor Wilson adjourned the meeting at 10:04 p.m. The next regular meeting of the City Council is scheduled to be held on Monday, July 9, 2018 at 7:00 p.m. in the Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

RESPECTFULLY SUBMITTED,

ELAINE JENG, P.E.
ACTING CITY CLERK

APPROVED,

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City Council Meeting
06-25-18

PATRIC WILSON
MAYOR



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.B

Mtg. Date: 09/28/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS.

DATE: September 28, 2020

BACKGROUND:

NONE.

DISCUSSION:

NONE.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

NONE.

ATTACHMENTS:

[Payment of Bills.pdf](#)

CITY OF ROLLING HILLS

9/18/20 & 9/28/20 Check Run C & D

Check No.	Check Date	PAYEE	DESCRIPTION	AMOUNT
26619	9/18/2020	County of Los Angeles	APRIL 2020 BUILDING AND SAFETY SERVICES-PLAN CHECK	13,905.70
26620	9/18/2020	MICHAEL BAKER INTERNATIONAL	JUNE 2020 SERVICES - PEER REVIEW 77 PORTUGUESE BEND ROAD	3,040.00
26621	9/18/2020	Pacific Architecture and Engineering, Inc.	JUNE 2020 ARCHITECTURAL SERVICES-REPLACEMENT CK	2,597.00
26622	9/18/2020	Rolling Hills Estates	MAY 2020 DAILY BREEZE ADVERTISEMENT	140.00
26623	9/18/2020	EDWARDS TERMITE AND PEST MANAGEMENT, INC	SEPTEMBER 2020 - MONTHLY INSECT AND GOPHER CONTROL	320.00
26624	9/18/2020	File Keepers LLC	SEPTEMBER 2020 SERVICES - DIGITIZE PLANNING FILES	9,554.57
26625	9/18/2020	First Call Staffing Inc.	WEEK ENDING 9/6/20 - CITY CLERK	1,459.20
26626	9/18/2020	FORUM INFO-TECH. INC./LEVELLOUD	SEPTEMBER MONTHLY HOSTING SERVICES	3,341.38
26627	9/18/2020	The Gas Company	GAS USAGE 8/5/20 TO 9/3/20	19.93
26628	9/18/2020	Jimenez Consulting Solutions, LLC	WEB DESIGN SERVICES 8/16/20 TO 8/31/20	2,500.00
26629	9/18/2020	LA County Sheriff's Department	JULY 2020 LAW ENFORCEMENT SERVICES & AUG SPECIAL EVENTS	32,985.13
26630	9/18/2020	Opus Bank	CREDIT CARD EXPENSES	2,806.14
26631	9/18/2020	Palos Verdes Security Sys, Inc.	4TH QTR 2020 BILLING - SECURITY SERVICES	192.00
26632	9/18/2020	RINCON CONSULTANTS, INC	JUNE 2020 -AUGUST 2020 SAFETY ELEMENT	11,531.25
26633	9/18/2020	SAFEGUARD BUSINESS SYSTEMS	CHECK ORDER -AP CHECKS WEEK ENDING 8/16 TO 9/13/20 - GEN OFFICE HELP KRISTEN ORLER AND CITY CLERK MARIA Q	216.71
26634	9/28/2020	First Call Staffing Inc.	OCTOBER 2020 MAINTENANCE AGREEMENT - COPIER	4,909.60
26635	9/28/2020	Konica Minolta Business Solutions USA Inc.	AUGUST 2020 LAW ENFORCEMENT SERVICES	325.33
26636	9/28/2020	LA County Sheriff's Department		31,324.59
26637	9/28/2020	Southern California Edison	ELECTRICITY USAGE 8/18/20 TO 9/17/20	503.61
26638	9/28/2020	USCM	DEFERRED COMPENSATION - 9/25/20 PAYROLL	50.00
26639	9/28/2020	Vantagepoint Transfer Agents - 306580	DEFERRED COMPENSATION - 9/25/20 PAYROLL	776.13
26640	9/28/2020	NV5, INC.	APRIL AND MAY 2020 EASTFIELD AD SERVICES	790.00
26641	9/28/2020	Willdan Inc.	MARCH AND APRIL 2020 PLAN CHECK AND INSPECTION SERVICES	915.00
26642	10/1/2020	Delta Dental	OCTOBER 2020 DENTAL INSURANCE	681.71
26643	10/1/2020	Standard Insurance Company	OCTOBER 2020 LIFE INSURANCE PREMIUM	178.27
26644	10/1/2020	Vision Service Plan - (CA)	OCTOBER 2020 VISION INSURANCE PREMIUM	108.85
EFT	10/1/2020	Calpers	October 2020 Health Insurance	5,436.27
* PR LINK	09/11/20	PR LINK - PAYROLL PROCESSING	Payroll Processing Fee	51.00
* PR LINK	09/11/20	PR LINK - PAYROLL & PR TAXES	Pay Period - August 26, 2020 to September 8, 2020	16,448.48
* PR LINK	09/25/20	PR LINK - PAYROLL PROCESSING	Payroll Processing Fee	61.00
* PR LINK	09/25/20	PR LINK - PAYROLL & PR TAXES	Pay Period - September 9, 2020 to September 22, 2020	16,584.99
				<u>163,753.84</u>
				130,808.37

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of \$130,808.37 or the payment of above items.

Elaine Jeng, P.E., City Manager

9/23/2020



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.C

Mtg. Date: 09/28/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR AUGUST 2020.

DATE: September 28, 2020

BACKGROUND:

NONE.

DISCUSSION:

NONE.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

NONE.

ATTACHMENTS:

[08.20 - Rolling Hills Tonnage.pdf](#)



CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE 2020

Franchise? Y

Mth/Yr	Overall Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan-20	Trash	178.78	38.00	140.78	21.26%
	Greenwaste	102.61	102.61	-	100.00%
	Recycle	0.03	0.01	0.02	20.00%
Jan-20 Total		281.42	140.62	140.80	49.97%
Feb-20	Trash	159.76	32.85	126.91	20.56%
	Greenwaste	95.32	95.32	-	100.00%
	Recycle	2.18	0.44	1.74	20.00%
Feb-20 Total		257.26	128.61	128.65	49.99%
Mar-20	Trash	208.78	60.00	148.78	28.74%
	Greenwaste	92.55	92.55	-	100.00%
	Recycle	0.01	0.00	0.01	21.00%
Mar-20 Total		301.34	152.55	148.79	50.62%
Apr-20	Trash	203.94	61.02	142.92	29.92%
	Greenwaste	146.90	146.90	-	100.00%
Apr-20 Total		350.84	207.92	142.92	59.26%
May-20	Trash	286.46	28.62	257.84	9.99%
	Greenwaste	129.11	129.11	-	100.00%
May-20 Total		415.57	157.73	257.84	37.96%
Jun-20	Trash	279.97	108.10	171.87	38.61%
	Greenwaste	95.19	95.19	-	100.00%
Jun-20 Total		375.16	203.29	171.87	54.19%
Jul-20	Trash	262.63	18.10	244.53	6.89%
	Greenwaste	86.70	86.70	-	100.00%
Jul-20 Total		349.33	104.80	244.53	30.00%
Aug-20	Trash	238.25	26.63	211.62	11.18%
	Greenwaste	64.07	64.07	-	100.00%
Aug-20 Total		302.32	90.70	211.62	30.00%
Grand Total		2,633.24	1,186.21	1,447.03	45.05%

Contract Requires 50% Household - 1186.21



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.D

Mtg. Date: 09/28/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CALIFORNIA JPIA: 2020 ANNUAL BOARD OF DIRECTORS MEETING VOTING DELEGATE/ALTERNATE FORM.

DATE: September 28, 2020

BACKGROUND:

This is in response to the California JPIA's annual information request on the City's designated voting delegate and alternate.

DISCUSSION:

Pursuant to JPIA's bylaws, each jurisdiction's governing body must designate one voting delegate and at least one alternate. The voting delegate must be a member of the governing body.

Mayor Pro Tem Bea Dieringer is the City Council liaison to the CJPIA and served in this capacity for many years. In the last two years, the City Council has appointed Mayor Pro Tem Dieringer and Councilmember Pat Wilson to serve as voting delegates with other organizations including the California League of Cities.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

Designate one voting delegate and at least one alternate as presented.

ATTACHMENTS:

[Certification of Agency Voting Delegate Form 2020 FINAL.pdf](#)



AGENCY: _____

**2020 ANNUAL BOARD OF DIRECTORS MEETING
VOTING DELEGATE/ALTERNATE FORM**

On an annual basis, the California JPIA asks members to update their information in order that we may better serve you. If you have had a reorganization, please forward us your Notice of Reorganization with your current governing body and your list of Appointments for the California JPIA Director and Alternate(s), along with this form. In accordance with the Authority's Bylaws, your governing body must designate **one voting delegate and at least one alternate**. You may designate additional alternates. The voting delegate **must** be a member of the governing body. Alternate(s) may be from the governing body or from staff.

Please note: In order to vote at the Annual Board of Directors Meeting, voting delegates and alternates must be designated by your governing body. Please attach either your appointment list or minute action as proof of designation. As an alternative, your agency may sign this form, affirming that the designation reflects the action taken by the governing body.

1. VOTING DELEGATE - PRIMARY

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

If you have more than two alternates, please attach a separate sheet.

PLEASE ATTACH APPOINTMENT LIST DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the governing body to designate the voting delegate and alternate(s).

Name: _____

Title: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

Please complete and return to:

By Mail:

California JPIA

ATTN: Veronica Ruiz

8081 Moody Street

La Palma, CA 90623

By Email:

E-mail: vrui@cjpia.org

If you have questions or need assistance with the Board of Directors Certification or updating your governing body information, please contact Agency Clerk Veronica Ruiz at (562) 467-8736 or vrui@cjpia.org.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.E
Mtg. Date: 09/28/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONTRACT AMENDMENT FOR WEB DEVELOPER REVIZE, TO ADD ONLINE FORMS APPLICATION TO CITY'S WEBSITE.

DATE: September 28, 2020

BACKGROUND:

In April 2019, the City engaged the services of Revize to provide a new website and host the site for five years for approximately \$5,000 per year. The City was paying \$6,256 annually for the previous website. Revize worked with staff to identify content from the old website to migrate to the new site. Revize provided site organization and page layouts based on City's needs. The go-live date was scheduled for the end of 2019 but due to delays in switching account holders from the previous City Manager to the current City Manager, the new website was functional and publicly accessible in March 2020. Since March 2020, City staff has been utilizing the new site to enhance services to the residents.

DISCUSSION:

One functionality that is not currently available is the collection of data via an online forms application. This feature was discussed for the Block Captain Program to maintain the database of captains. Block Captains would be able to use the City's website to update their contact information with changes, or delete profile if they decide to no longer participate in the program as volunteers or add their contact information upon entering the program. Presently this database is tracked manually by staff and the Lead Block Captains. The task is very labor intensive and the updates are not readily available to the people in the program. With the online forms application, the data can be updated as often as needed in real time and updates do not rely on individuals. Most importantly, the database would be accessible to the community. Other areas that can be served by the online forms application would include: tracking activities, feedback data, survey data, cost data, signups, payments and more.

FISCAL IMPACT:

The City's current contract with Revize is comprised of basic services. Revize provided a proposal to add the online forms application. To add, the application costs \$3,000, one-time set up fee and \$1,000 per year for subscribing to the application. If the City Council approves an amendment to the agreement with Revize to add the online forms application, the annual cost would increase from approximately

\$5,000 to \$6,000 for each of the remaining years on the contract except for 2020-2021 where the cost would include the one-time fee and a prorated share of the \$1,000 or approximate \$8,525. Exhibit B of the proposed amendment provides a more precise breakdown of cost. Jimenez Consulting, the City's technology consultant reviewed Revize's proposal against the market rate for online forms application and recommended to staff to subscribe.

There is sufficient funds in the approved FY 2020-2021 budget to support the one-time fee and prorated annual subscription.

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the agreement with Revize.

ATTACHMENTS:

[Amendment to Agreement with Revize-c1_RH.pdf](#)

[Proposal Revize Custom Website City of Rolling Hills CA 200917.pdf](#)

[REVIZE Agreement4.16.19.pdf](#)

CITY OF ROLLING HILLS

FIRST AMENDMENT TO AGREEMENT FOR WEBSITE REDESIGN, HOSTING, AND SOFTWARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR WEBSITE REDESIGN, HOSTING, AND SOFTWARE SERVICES ("First Amendment") is made and entered into as of September 28, 2020 by and between the **CITY OF ROLLING HILLS**, a municipal corporation ("City"), and **REVIZE LLC. AKA REVIZE SOFTWARE SYSTEMS**, a limited liability company (the "Consultant").

R E C I T A L S

A. On April 4, 2019, the City and Consultant entered into an agreement for website redesign, hosting, and software services (the "Agreement");

B. City and Consultant now desire to amend the Agreement to expand the scope of services to add an online forms annual software subscription and increase the cost of the Agreement ("First Amendment");

C. Consultant is well qualified by reason of education, training, and experience; and

D. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

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

1. Subsection iii (Software Services, including but not limited to the following) of Section A in Paragraph 1 (SERVICES) of the Agreement is amended to read as follows:

1. Services.

A. Consultant shall furnish all materials and perform all work required for performance of the following Services including, but not limited to, the following:

...

iii. Software Services, including but not limited to the following:

1. Revize annual software subscription
2. Technical support
3. CMS support
4. CMS updates
5. Unlimited users

6. Unlimited GB website storage, including SSL security certificate

7. Online Forms annual software subscription

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

2. Payment.

City agrees to pay Consultant for the services required by this Agreement as set forth in Exhibit B, which is attached hereto and incorporated herein by reference, representing the total cost for all labor, equipment, supplies, expenses, and materials incurred by Consultant portal to portal. The City's first payment of \$4,940.00 for the first year shall be paid upon complete execution of this Agreement so that Consultant may begin providing the services under this Agreement. All subsequent, annual payments shall be paid on the anniversary of the project kick off meeting. Consultant shall submit invoices for those subsequent, annual payments to the City thirty calendar days before the anniversary of the project kick off meeting. City will make payment for all work performed to City's reasonable satisfaction within 30 days of receipt of an invoice. The Agreement shall not exceed a total amount of \$31,283.33. Any services not provided for in this Agreement may be authorized by the City in writing by way of amendment to this Agreement, and compensation therefore shall be agreed upon in advance by the parties in advance and in writing by way of amendment to this Agreement.

3. Paragraph 5 (TERM AND TERMINATION) of the Agreement is amended to read as follows:

5. Term and Termination.

The term of this Agreement shall commence upon execution by both parties and terminate on April 28, 2024 unless extended by mutual agreement of the parties.

This Agreement may be terminated at any time without cause by either party giving thirty (30) days' advance written notice of termination to the other party. All work satisfactorily performed pursuant to the Agreement and prior to the date of termination may be claimed for reimbursement. In the event of a breach or a default in the performance of this Agreement, the non-defaulting party may terminate the Agreement immediately, provided that the defaulting or breaching party has failed to cure or to make reasonable progress towards curing the default within ten (10) calendar days of receipt of notice demanding a cure.

If this Agreement is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the City, the Consultant shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to the City all of its preparation and work on documents which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all other data and materials of whatever type

that have been gathered by the Consultant, and contemplated to be used or actually used, in the preparation of the services identified in Section 1 of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date and year first above written, and it is effective as of September 28, 2020.

CITY OF ROLLING HILLS

CONSULTANT

**ELAINE JENG
CITY MANAGER**

**ROBERT SUCHOMEL
ACCOUNT MANAGER**

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT B
COST SCHEDULE**

Service Period	All Services other than Online Forms annual software subscription	Online Forms annual software subscription	Total
04/28/2019 – 04/28/2020	\$4,940.00	N/A	\$4,940.00
04/28/2020 – 04/28/2021	\$4,940.00	\$3,000.00 (one-time fee) \$583.33 (pro-rated)	\$8,523.33
04/28/2021 – 04/28/2022	\$4,940.00	\$1,000.00	\$5,940.00
04/28/2022 – 04/28/2023	\$4,940.00	\$1,000.00	\$5,940.00
04/28/2023 – 04/28/2024	\$4,940.00	\$1,000.00	\$5,940.00
TOTAL			\$31,283.33

Amendment 1

Revize Web Services Sales Agreement

This Sales Agreement is between City of Rolling Hills, California ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 07/31/2020

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Rolling Hills, CA</u>	Revize Software Systems
Company Address:	<u>2 Portuguese Bend Rd</u>	150 Kirts Blvd, Suite
Company City/State/Zip:	<u>Rolling Hills, CA 90274</u>	Troy, MI 48084
Contact Name:	<u>Elaine Jeng ejeng@cityofrh.net</u>	248-269-9263
Client Website Address:	<u>www.rolling-hills.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Revize Online Forms Application with E-Pay one-time fee:	\$3,000.00
1	Revize Online Forms Application Hosting & Software Subscription pre-paid annual fee:	\$1,000.00
Grand Total		\$4,000.00

The time period for Online Forms annual software subscription goes in line with existing Revize CMS annual software subscription. Revize requires a payment of 3,533.00 to enable the Online Forms Application

<u>Service Period</u>	<u>Total Additional Payment to Current Annual Rate</u>
9/28/2020 – 4/28/2020	\$4,000.00 (includes one-time cost)
4/28/2020 – 4/28/2021	\$583.33 (pro-rated)
4/28/2021 – 4/28/2022	\$1,000.00
4/28/2022 – 4/28/2023	\$1,000.00
4/28/2023 – 4/28/2024	\$1,000.00

Terms:

1. *Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.*
2. *Additional content migration, if requested, is available for \$3 per web page or document.*
3. *This Sales Agreement is the only legal document governing this sale.*
4. *Both parties must agree in writing to any changes or additions to this Sales Agreement.*
5. *Proper jurisdiction and venue for any legal action or dispute relating to this agreement shall be the State of Michigan*
6. *Client understands that project completion date is highly dependent on their timely communication with Revize. Client also agrees and understands that;*
 - a. *The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.*
 - b. *During the project, Client will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.*
7. *Pricing expires in 30 days.*

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:



Robert Suchomel

Sales Account Manager

09/17/2020

Service Level Agreement

Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Till this every error is resolved, the website is essentially halted. A large number of users and or core program functionality a severely impacted.

Critical issues are defined as website errors that are an inconvenience or causes an consistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but user would eventually want changed.

Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual

RECEIVED

APR 04 2019

CITY OF ROLLING HILLS

City of Rolling Hills

AGREEMENT FOR WEBSITE REDESIGN, HOSTING, AND ~~SOFTWARE SERVICES~~

THIS AGREEMENT FOR WEBSITE REDESIGN, HOSTING, AND SOFTWARE SERVICES ("Agreement") is made and entered into as of 04/03/2019, by and between the CITY OF ROLLING HILLS, a municipal corporation ("City"), and REVIZE LLC. AKA REVIZE SOFTWARE SYSTEMS, a limited liability company (the "Consultant").

RECITALS

- A. City desires to retain Consultant to provide the City with website redesign, hosting, and software services;
- B. Consultant is well qualified by reason of education, training, and experience; and
- C. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

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

1. Services.

A. Consultant shall furnish all materials and perform all work required for performance of the following Services including, but not limited to, the following:

i. **Website Design Services**

1. Phase 1: project planning and analysis

Consultant will set up the initial internal project planning meeting with City staff to discuss the overall management of the project, establish a timeline, and devise a Consultant-City Communication Strategy to keep the City up-to-date on the progress of the project.

Consultant will address the specific technical requirements of the project and the content strategy of the new site, any new content that needs to be written, and how to fit the existing content into the new site.

Consultant will develop a Statement of Work and provide it to City for review and approval.

2. Phase 2: website design, 1 concept, multiple rounds of changes until design is finalized

Consultant will conduct an interview with City staff about City's vision for the look of the website.

3. Phase 3 & 4: Revise template development and Content Management System ("CMS") module integration

Consultant will transform the approved designs into HTML/CSS and Revise Smart Tag enabled web page templates. In this phase, all of the features and modules will be made functional and will be tested in the CMS module integration.

4. Phase 5: quality assurance testing

Consultant will ensure that City's website meets functionality, performance, and security standards. Consultant will perform input validation to ensure that security mechanisms cannot be bypassed if a person tampers with data sent to the application. Consultant will ensure that when errors occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

5. Phase 6: site map development and content migration of up to 400 webpages and documents

Consultant will develop all of the pages for the City's site to make the initial content available upon site deployment.

6. Phase 7: content editing and administrator training

City will be able to revise its content. Consultant will train City staff on how to operate the Administrative and Content Editor functions so the City can manage its website.

7. Phase 8: go live

Consultant will redirect the City's website domain name from the old site to new one. Once this is completed, Consultant will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

ii. **Website Hosting Services**

1. **Scalability.** The hosted system must be easily scaled to accommodate site usage during peak use times.
2. **Response to Issues.** Consultant will provide verbal or written responses to issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Service Level Agreement as defined under Exhibit A.
3. **Business Continuity.** Consultant will use commercially reasonable efforts to ensure that all hardware (including server, routers, and other related equipment) on which the Services are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience

of Consultant at its deployment location and consistent with the Tier rating of the data center. Consultant shall provide redundant systems and internet connectivity to ensure maximum service security, availability, and performance.

4. **Upgrades and Advance Notice:** Consultant shall give advance notice to City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. All unnoticed service interruptions will be considered outages and will count against the service level agreement commitments.
5. **Data Location:** All of the City's data will be hosted in a data center within the continental United States. The location of the data center that will be used to host the Data is as follows:

Primary Data Center:

Lansing, MI

Back-up Data Center:

Lansing, MI

iii. **Software Services, including but not limited to the following:**

1. Revise annual software subscription
2. Technical support
3. CMS support
4. CMS updates
5. Unlimited users
6. Unlimited GB website storage, including SSL security certificate

B. Phases 1 through 8 identified in Section 1 (A)(i), above, shall be completed within four months of execution of this Agreement.

C. Consultant shall integrate the following applications and features into the City's website:

- i. Citizen's Communication Center Apps, including the following:

1. Home page alert and announcement center
 2. E-notify (email & text notifications)
 3. Searchable document center
 4. Searchable how do I? (FAQs)
 5. News center with Facebook/Twitter integration
 6. Online web forms
 7. Photo gallery
 8. Quick link buttons
 9. Revize web calendar
 10. "Share This" social media fly-out app
 11. Sliding feature bar
 12. Language translator
- ii. Citizen's Engagement CENTER Apps, including the following:
1. Citizen request center with re-captcha
 2. Public service request system
 3. Online bill pay
 4. RSS feed
- iii. Staff Productivity Apps, including the following:
1. Image manager
 2. iCal integration
 3. Link checker
 4. Menu manager
 5. Bid posting management system via vendor registry
 6. Website content archiving
 7. Website content scheduling
- iv. Site Administration and Security Features, including the following:
1. Audit trail
 2. Drag and drop menu management
 3. Drag and drop picture management
 4. Drag and drop document management
 5. History log
 6. URL redirect setup
 7. Roles and permission-based security mode
 8. Secure site gateway
 9. SSL security certificate
 10. Unique login/password for each content editor
 11. Web statistics and analytics
- v. Mobile Device and Accessibility Features, including the following:
1. Font size adjustment
 2. Alt-tags

3. Responsive Website Design (RWD) for mobile friendly viewing and navigation on smart phones and tablets

C. Consultant shall provide free website re-design during the five-year period of this Agreement.

D. Consultant shall provide additional content migration, if requested, for \$3 per web page or document.

E. Consultant shall make it possible to link staff reports and other attachments to agenda items on City Council and Commission agendas.

2. **Payment.**

City agrees to pay Consultant for the services required by this Agreement \$4,940.00 per year, representing the total cost for all labor, equipment, supplies, expenses, and materials incurred by Consultant portal to portal, for a five year period. The City's first payment of \$4,940.00 for the first year shall be paid upon complete execution of this Agreement so that Consultant may begin providing the services under this Agreement. All subsequent, annual payments shall be paid on the anniversary of the project kick off meeting. Consultant shall submit invoices for those subsequent, annual payments to the City thirty calendar days before the anniversary of the project kick off meeting. City will make payment for all work performed to City's reasonable satisfaction within 30 days of receipt of an invoice. The Agreement shall not exceed a total amount of \$24,700.00 over the course of the five-year period. Any services not provided for in this Agreement may be authorized by the City in writing by way of amendment to this Agreement, and compensation therefore shall be agreed upon in advance by the parties in advance and in writing by way of amendment to this Agreement.

3. **Accounting Records.**

Consultant must maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at the Consultant's California office during the contract period and thereafter for three years from the date of final payment. Consultant shall provide the City access to such records for approval, funding, or auditing the project, during normal business hours upon reasonable notice, the reasonable cost of which shall be borne by the City.

4. **City Data.**

A. Type of data. City Data includes: (a) the City's data that is collected, used, processed, stored, or generated as a result of the use of Consultant's services; and (b) personally identifiable information (PII) collected, used, processed, stored, or generated as the result of the use of Consultant's services, including without limitation, any information that identifies an individual, such as the individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. City will own all rights, including all

intellectual property rights, in and to City Data to the extent allowable by law and any derivative works of City Data will remain the exclusive property of City.

The records prepared by Consultant under Section 1 of this Agreement shall be the property of the City and may be used, modified, updated, and replaced in City's sole and absolute discretion. It is understood that these records are public records subject to inspection and copying under the California Public Records Act.

Notwithstanding the foregoing, the City acknowledges that Consultant has an intellectual property interest in the process, methods, and materials utilized to prepare the records for the City, and has acquired copyright protection of those interests. Accordingly, the City acknowledges that those records are intended solely and exclusively for the City's internal records management, and the City agrees not to market, advertise, or exploit the records for commercial purposes. Nothing herein shall be deemed to grant directly or by implication, estoppel or otherwise, any right or license with respect to any process, methods, or other intellectual property rights Consultant may own or control prior to the date of this Agreement, and Consultant retains all right, title, and interests in and to such of its own process, methods, and other intellectual property rights.

B. Data protection.

i. Protection of personal privacy and City Data shall be an integral part of the business activities of Consultant to ensure there is no inappropriate or unauthorized access or use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity, and availability of City Data and comply with the following conditions:

1. Consultant shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures shall be in accordance with recognized industry practice.

2. All City Data obtained by Consultant in the performance of this Agreement shall become and remain property of City.

3. Consultant shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service without City's express written consent.

ii. Consultant is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Consultant's own purposes or later use. Consultant shall not access City Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Agreement, or (4) at City's written request. Unauthorized use of City Data by Consultant or third parties is prohibited. For purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by the service for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

C. Data breach. In the event of any City Data security breach, act, error, omission, negligence, or misconduct that compromises or is suspected to compromise security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, or integrity of City Data, Consultant shall comply with the provisions of California Civil Code Section 1798.82.

5. Term and Termination.

The term of this Agreement shall commence upon execution by both parties and terminate upon expiration of the five-year term of this Agreement unless extended by mutual agreement of the parties.

This Agreement may be terminated at any time without cause by either party giving thirty (30) days' advance written notice of termination to the other party. All work satisfactorily performed pursuant to the Agreement and prior to the date of termination may be claimed for reimbursement. In the event of a breach or a default in the performance of this Agreement, the non-defaulting party may terminate the Agreement immediately, provided that the defaulting or breaching party has failed to cure or to make reasonable progress towards curing the default within ten (10) calendar days of receipt of notice demanding a cure.

If this Agreement is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the City, the Consultant shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to the City all of its preparation and work on documents which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all other data and materials of whatever type that have been gathered by the Consultant, and contemplated to be used or actually used, in the preparation of the services identified in Section 1 of this Agreement.

6. Insurance.

A. Without limiting Consultant's obligations arising under Section 7 of this Agreement (Indemnity), Consultant shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover Consultant, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

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

ii. General Liability Insurance, insuring City, its elected and appointed officers, agents, and employees from claims for damages for bodily injury, personal injury, and property damage, including contractual liability and products and completed operations liability, which may arise from Consultant's actions under this Agreement, whether or not

done by Consultant or anyone directly or indirectly employed by Consultant. Such insurance shall have a combined single limit of not less than \$1,000,000.

iii. Worker's Compensation Insurance for all Consultant's employees to the extent required by the State of California.

iv. Professional Liability Coverage. The Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subconsultants, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

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

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

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

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

7. Indemnity.

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

8. **Quality of Work Performed.** All work shall be performed to the highest professional standards.

9. **Personnel.** City has engaged Consultant by virtue of the specialized expertise and reputation in the field of website design for government agencies. Consequently, all work shall be performed by Consultant.

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

11. **Assignment/Subcontracting.** Consultant shall not be permitted to subcontract or assign any portion of this Agreement without the express written consent of the City. The performance of either party's duties are also not delegable without the prior written consent of the other party. Any attempted or purported subcontract, assign, or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

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

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

14. **Independent Contractor.** Consultant is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Consultant or any of the Consultant's employees, except as herein set forth. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. City shall issue Consultant a Form 1099 in connection with the compensation paid hereunder, and Consultant shall pay all required taxes on amounts paid hereunder.

15. **Notices.** All notices and communications shall be sent to the parties at the following addresses:

CITY:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274
ATTN.: Elaine Jeng, City Manager
Facsimile: 310-377-7288
Email: ejeng@cityofrh.net

CONSULTANT:

Revize LLC
Revize Software Systems
1890 Crooks, Suite 340
Troy, Michigan 48084

ATTN.: Robert Suchomel, Account Manager
Facsimile: 1-866-346-8880
Email: Robert@revize.com

Notice shall only be given by personal delivery, facsimile, e-mail, overnight delivery, or certified or registered mail with return receipt. Notice will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt if sent by certified or registered mail with return receipt requested.

16. Conflict of Interest. Consultant affirms and warrants that she has no financial, contractual, or other interest or obligation that conflicts with or is harmful to the performance of her obligations under this Agreement. Consultant shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

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

18. Entire Agreement; Modification. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if signed by the party to be charged. The parties acknowledge and agree that their respective obligations under the Agreement have been fully discharged.

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

CITY OF ROLLING HILLS



ELAINE JENG
CITY MANAGER

DATE: 04/04/2019

CONSULTANT



ROBERT SUCHOMEL
ACCOUNT MANAGER

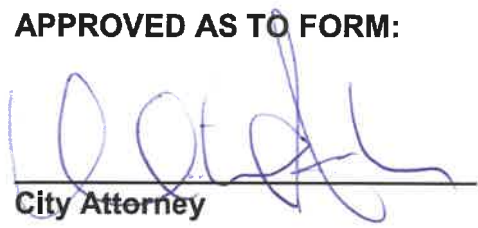
DATE: 04/03/2019

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT A

SERVICE LEVEL AGREEMENT

Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Till this every error is resolved, the website is essentially halted. A large number of users and or core program functionality a severely impacted.

Critical issues are defined as website errors that are an inconvenience or causes an consistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but user would eventually want changed.

Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A

Mtg. Date: 09/28/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REVIEW RESOLUTION NO. 1263 TO ACCEPT STATE DEPARTMENT OF PARKS AND RECREATION PER CAPITA PROGRAM ALLOCATION AND PROVIDE DIRECTION TO STAFF.

DATE: September 28, 2020

BACKGROUND:

On June 5, 2018, voters passed Proposition 68. The \$4 billion "Parks, Environment, and Water Bond Act of 2018" through budget acts for 2018/2019 and 2019/2020 set aside \$185,000,000 for the Per Capita Program. In this program, funds are available for local park rehabilitation, creation, and improvement grants to local governments. The City's allocation is \$177,952 per the attached allocation table from the State.

To use the allocation, agencies must do the following in the order listed:

1. Attend mandatory workshop
2. Pass resolution
3. Identify project(s)
4. Submit application package by December 2021
5. Execute contract by June 2022
6. Project completion by December 2023
7. Submit completion package by March 2024

In mid-August, the City's Project Manager Alan Palermo Consulting (API) attended the mandatory workshop on behalf of the City. The next step is to have Authorization Resolution approved by the City Council. Per the Procedural Guide for the Per Capita Program, the Authorization Resolution may be formatted but the language provided in the resolution must remain unchanged. The Authorization Resolution serves two purposes: (1) It is the means by which the Grantee's Governing Body agrees to the terms of the contract; it provides confirmation that the Grantee has the funding to complete, operate and maintain projects associated with the contract. (2) Designates a position title to represent the Governing Body on all matters regarding projects associated with the contract. The incumbent in this position is referred to as the Authorized Representative.

Based on criteria for eligible projects under the Per Capita Program allocation, the City Hall campus/open space could be improved to serve the community. Upon a closer reading of the commitments outlined in the Authorizing Resolution, staff evaluated that items 7 and 8 required additional discussions with the City Council.

DISCUSSION:

Item 7 of the Authorizing Resolution requires the grantee to promote, expand access, increase awareness for diverse populations. Item 8 of the Authorizing Resolution requires the grantee to provide workforce education and training, contractor and job opportunities for disadvantage communities. Being a private community, and with limited staffing, staff is concerned that the City may not be able to meet the commitments outlined in the Authorizing Resolution.

The Procedural Guide for the Per Capita Program discusses that entities that receive an allocation per the program may transfer all or part of the allocation to another eligible entity, provided that the following requirements are met:

- A. All required documentation must be submitted no later than six months from the end of the encumbrance period;
- B. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount;
- C. The recipient must be eligible to receive Per Capita funds;
- D. The recipient must have submitted the Authorizing Resolution; and
- E. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

Located adjacent to the 36-acre preserve at Palos Verdes Drive North and Palos Verdes Drive East, the George F. Canyon Nature Center is maintained by the City of Rolling Hills Estates. Education and recreational programs at the Nature Center are provided by the Palos Verdes Peninsula Land Conservancy. The Nature Center provides an opportunity for the Palos Verdes Peninsula Community to learn more about the nature and wildlife of the George F. Canyon. Current exhibits at the Nature Center feature local flora and fauna, including live animals. In partnership with the Palos Verdes Unified School District, the Nature Center provides an active education program.

The City of Rolling Hills Estates has been researching the feasibility of replacing its George F. Canyon Nature Center. Over the past two years, the City of Rolling Hills Estates engaged an architect and held community meetings to seek input on a redesign of the Center. A final design concept was estimated to cost \$1.7 million and slated to be presented to their City Council this fall. Rolling Hills Estates is seeking opportunities to fund the project. In late August 2020, Rolling Hills Estates inquired about Rolling Hills' Per Capita Program allocation.

If the City Council should decide not to accept the Per Capita Program allocation, staff recommends that the allocation be transferred to the City of Rolling Hills Estates to improve the George F. Canyon Nature Center.

FISCAL IMPACT:

STAFF RECOMMENDATION: The City Council should approve the Authorizing Resolution for the Per Capita Program allocation to the City of Rolling Hills Estates.

Should the City Council decide to pursue the Per Capita Program allocation, the City will need to provide a match of \$44,500, assuming the entire allocation amount is used. The match funds can be a combination of city staff time, local funds and or other State and County grant funds. There would be other costs associated with actions obligated by the State to accept the Per Capita Program. Costs associated with these other actions are unknown at this time.

RECOMMENDATION:

Staff recommends that the City Council (1) receive a presentation from staff on Proposition 68 Per Capita Program, (2) review Resolution No. 1263 as required by the Office of Grants and Local Services (OGALS); and (3) provide direction to staff.

ATTACHMENTS:

[1263_Resolution RE Acceptance of Prop 68 Funds-c1_RH.docx](#)

[AllocationTable_Guide_accessible.pdf](#)

[Per_Cap_FAQs20200701.pdf](#)

[Per Capita 101.pdf](#)

[Sample_Grant_Contract_Per_Capita_Program_Procedural_Guide_Sept_2020_9.1.20.pdf](#)

[Sample_Deed_Restrictions_Per_Capita_Program_Procedural_Guide_Sept_2020_9.1.20-2.pdf](#)

RESOLUTION NO. 1263

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

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

Section 1. Recitals.

A. The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

B. Said procedures established by the State Department of Parks and Recreation require the City Council to certify by resolution the approval of project application(s) before submission of said applications to the State; and

C. The City will enter into a contract(s) with the State of California to complete project(s);

Section 2. The City Council hereby takes the following actions:

A. Approves the filing of project application(s) for Per Capita program grant project(s); and

B. Certifies that the City has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and

C. Certifies that the City has or will have sufficient funds to operate and maintain the project(s), and

D. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Rolling Hills general or recreation plan (PRC §80063(a)), and

E. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and

F. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the City of Rolling Hills will consider a range of actions that include, but are not limited to, the following:

- 1) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
- 2) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
- 3) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
- 4) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
- 5) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
- 6) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
- 7) Identifying possible staff liaisons to diverse populations.

G. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

H. Certifies that the City shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

I. Certifies that the City has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

J. Delegates the authority to the City Manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

K. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 5. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 28th day of September, 2020.

JEFF PIEPER
MAYOR

ATTEST:

ELAINE JENG, P.E.
ACTING CITY CLERK

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

The foregoing Resolution No. entitled:

**RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ROLLING HILLS APPROVING
APPLICATION(S) FOR PER CAPITA GRANT
FUNDS**

was approved and adopted at a regular meeting of the City Council on the 28th day of September, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ELAINE JENG, P.E.
ACTING CITY CLERK



Allocations for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Grant Program

All Allocations Rounded to the Thousands

**County and Regional Park District Allocations
(40 Percent of \$185,000,000)**

Rate of Allocations: \$1.64 Per Capita

(Minimum of \$400,000 for populations below 247,577)

Jurisdiction	Allocation
County of Alameda	\$ -
County of Alpine	\$ 400,000
County of Amador	\$ 400,000
County of Butte	\$ 400,000
County of Calaveras	\$ 400,000
County of Colusa	\$ 400,000
County of Contra Costa	\$ 400,000
County of Del Norte	\$ 400,000
County of El Dorado	\$ 400,000
County of Fresno	\$ 1,656,780
County of Glenn	\$ 400,000
County of Humboldt	\$ 400,000
County of Imperial	\$ 400,000
County of Inyo	\$ 400,000
County of Kern	\$ 1,473,040
County of Kings	\$ 400,000
County of Lake	\$ 400,000
County of Lassen	\$ 400,000
County of Los Angeles	\$ 16,739,730
County of Madera	\$ 400,000
County of Marin	\$ 427,730
County of Mariposa	\$ 400,000
County of Mendocino	\$ 400,000
County of Merced	\$ 455,590
County of Modoc	\$ 400,000
County of Mono	\$ 400,000
County of Monterey	\$ 631,430
County of Napa	\$ -
County of Nevada	\$ 400,000
County of Orange	\$ 5,044,010
County of Placer	\$ 633,810
County of Plumas	\$ 400,000
County of Riverside	\$ 3,945,380
County of Sacramento	\$ 2,515,780

Jurisdiction	Allocation
County of San Benito	\$ 400,000
County of San Bernardino	\$ 3,510,320
County of San Diego	\$ 5,487,140
County of San Francisco	\$ 1,444,120
County of San Joaquin	\$ 1,224,650
County of San Luis Obispo	\$ 456,230
County of San Mateo	\$ 828,430
County of Santa Barbara	\$ 739,670
County of Santa Clara	\$ 1,194,060
County of Santa Cruz	\$ 447,240
County of Shasta	\$ 400,000
County of Sierra	\$ 400,000
County of Siskiyou	\$ 400,000
County of Solano	\$ 715,590
County of Sonoma	\$ 814,650
County of Stanislaus	\$ 909,500
County of Sutter	\$ 400,000
County of Tehama	\$ 400,000
County of Trinity	\$ 400,000
County of Tulare	\$ 779,560
County of Tuolumne	\$ 400,000
County of Ventura	\$ 1,398,240
County of Yolo	\$ 400,000
County of Yuba	\$ 400,000
East Bay RPD	\$ 4,592,710
Midpeninsula ROSD	\$ 1,214,590
Monterey Peninsula RPD	\$ 400,000
Napa County RPOSD	\$ 400,000
Santa Clara Valley OSD	\$ 1,120,020
<i>Note: A county with no allocation is due to an overlap with regional park district that operates and manages park and recreational areas and facilities for that population.</i>	

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

**City and District Allocations
Per Capita Program
(60 Percent of \$185,000,000 plus \$2,000,000)**

County	Jurisdiction	Allocation
Alameda	City of Alameda	\$ 177,952
Alameda	City of Albany	\$ 177,952
Alameda	City of Berkeley	\$ 177,952
Alameda	City of Dublin	\$ 177,952
Alameda	City of Emeryville	\$ 177,952
Alameda	City of Fremont	\$ 177,952
Alameda	City of Livermore	\$ 177,952
Alameda	City of Newark	\$ 177,952
Alameda	City of Oakland	\$ 177,952
Alameda	City of Piedmont	\$ 177,952
Alameda	City of Pleasanton	\$ 177,952
Alameda	City of San Leandro	\$ 177,952
Alameda	City of Union City	\$ 177,952
Alameda	Hayward Area RPD	\$ 177,952
Alameda	Livermore Area RPD	\$ 177,952
Alpine	Kirkwood Meadows PUD	\$ 177,952
Amador	City of Amador	\$ 177,952
Amador	City of Lone	\$ 177,952
Amador	City of Jackson	\$ 177,952
Amador	City of Plymouth	\$ 177,952
Amador	City of Sutter Creek	\$ 177,952
Amador	Jackson Valley Irrigation District	\$ 177,952
Amador	Pine Grove CSD	\$ 177,952
Amador	Volcano CSD	\$ 177,952
Butte	Chico Area RPD	\$ 177,952
Butte	City of Biggs	\$ 177,952
Butte	City of Chico	\$ 177,952
Butte	City of Gridley	\$ 177,952
Butte	City of Oroville	\$ 177,952
Butte	Durham RPD	\$ 177,952
Butte	Feather River RPD	\$ 177,952
Butte	Paradise RPD	\$ 177,952
Butte	Town of Paradise	\$ 177,952
Calaveras	City of Angels	\$ 177,952
Calaveras	Mokelumne Hill Veterans Memorial District	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Calaveras	San Andreas RPD	\$ 177,952
Colusa	Arbuckle PRD	\$ 177,952
Colusa	City of Colusa	\$ 177,952
Colusa	City of Williams	\$ 177,952
Colusa	Maxwell PRD	\$ 177,952
Contra Costa	Ambrose RPD	\$ 177,952
Contra Costa	Bethel Island MID	\$ 177,952
Contra Costa	City of Antioch	\$ 177,952
Contra Costa	City of Brentwood	\$ 177,952
Contra Costa	City of Clayton	\$ 177,952
Contra Costa	City of Concord	\$ 177,952
Contra Costa	City of El Cerrito	\$ 177,952
Contra Costa	City of Hercules	\$ 177,952
Contra Costa	City of Lafayette	\$ 177,952
Contra Costa	City of Martinez	\$ 177,952
Contra Costa	City of Oakley	\$ 177,952
Contra Costa	City of Orinda	\$ 177,952
Contra Costa	City of Pinole	\$ 177,952
Contra Costa	City of Pittsburg	\$ 177,952
Contra Costa	City of Pleasant Hill	\$ 177,952
Contra Costa	City of Richmond	\$ 177,952
Contra Costa	City of San Pablo	\$ 177,952
Contra Costa	City of San Ramon	\$ 177,952
Contra Costa	City of Walnut Creek	\$ 177,952
Contra Costa	Crockett CSD	\$ 177,952
Contra Costa	Kensington Police Protection and CSD	\$ 177,952
Contra Costa	Pleasant Hill RPD	\$ 177,952
Contra Costa	Town of Danville	\$ 177,952
Contra Costa	Town of Discovery Bay CSD	\$ 177,952
Contra Costa	Town of Moraga	\$ 177,952
Del Norte	City of Crescent City	\$ 177,952
El Dorado	Cameron Park CSD	\$ 177,952
El Dorado	City of Placerville	\$ 177,952
El Dorado	City of South Lake Tahoe	\$ 177,952
El Dorado	El Dorado Hills CSD	\$ 177,952
El Dorado	Fallen Leaf Lake CSD	\$ 177,952
El Dorado	Georgetown Divide RD	\$ 177,952
El Dorado	Tahoe Paradise RPD	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Fresno	Calwa PRD	\$ 177,952
Fresno	City of Clovis	\$ 177,952
Fresno	City of Coalinga	\$ 177,952
Fresno	City of Firebaugh	\$ 177,952
Fresno	City of Fowler	\$ 177,952
Fresno	City of Fresno	\$ 177,952
Fresno	City of Huron	\$ 177,952
Fresno	City of Kerman	\$ 177,952
Fresno	City of Kingsburg	\$ 177,952
Fresno	City of Mendota	\$ 177,952
Fresno	City of Orange Cove	\$ 177,952
Fresno	City of Parlier	\$ 177,952
Fresno	City of Reedley	\$ 177,952
Fresno	City of San Joaquin	\$ 177,952
Fresno	City of Sanger	\$ 177,952
Fresno	City of Selma	\$ 177,952
Fresno	Coalinga-Huron RPD	\$ 177,952
Fresno	Del Rey CSD	\$ 177,952
Fresno	Lanare CSD	\$ 177,952
Fresno	Malaga County Water District	\$ 177,952
Glenn	City of Orland	\$ 177,952
Glenn	City of Willows	\$ 177,952
Glenn	Elk Creek CSD	\$ 177,952
Glenn	Hamilton City CSD	\$ 177,952
Humboldt	City of Arcata	\$ 177,952
Humboldt	City of Blue Lake	\$ 177,952
Humboldt	City of Eureka	\$ 177,952
Humboldt	City of Ferndale	\$ 177,952
Humboldt	City of Fortuna	\$ 177,952
Humboldt	City of Rio Dell	\$ 177,952
Humboldt	City of Trinidad	\$ 177,952
Humboldt	Manila CSD	\$ 177,952
Humboldt	McKinleyville CSD	\$ 177,952
Humboldt	North Humboldt RPD	\$ 177,952
Humboldt	Resort Improvement District No.1	\$ 177,952
Humboldt	Rohner Community PRD	\$ 177,952
Humboldt	Willow Creek CSD	\$ 177,952
Imperial	Bombay Beach CSD	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Imperial	City of Brawley	\$ 177,952
Imperial	City of Calexico	\$ 177,952
Imperial	City of Calipatria	\$ 177,952
Imperial	City of El Centro	\$ 177,952
Imperial	City of Holtville	\$ 177,952
Imperial	City of Imperial	\$ 177,952
Imperial	City of Westmorland	\$ 177,952
Imperial	Heber PUD	\$ 177,952
Imperial	Salton CSD	\$ 177,952
Imperial	Seeley County Water District	\$ 177,952
Inyo	City of Bishop	\$ 177,952
Kern	Bear Mountain RPD	\$ 177,952
Kern	Bear Valley CSD	\$ 177,952
Kern	Buttonwillow PRD	\$ 177,952
Kern	City of Arvin	\$ 177,952
Kern	City of Bakersfield	\$ 177,952
Kern	City of California City	\$ 177,952
Kern	City of Delano	\$ 177,952
Kern	City of Maricopa	\$ 177,952
Kern	City of Ridgecrest	\$ 177,952
Kern	City of Shafter	\$ 177,952
Kern	City of Taft	\$ 177,952
Kern	City of Tehachapi	\$ 177,952
Kern	City of Wasco	\$ 177,952
Kern	McFarland RPD	\$ 177,952
Kern	North of the River RPD	\$ 177,952
Kern	Shafter RPD	\$ 177,952
Kern	Stallion Springs CSD	\$ 177,952
Kern	Tehachapi Valley RPD	\$ 177,952
Kern	Wasco RPD	\$ 177,952
Kern	West Side RPD	\$ 177,952
Kings	City of Avenal	\$ 177,952
Kings	City of Corcoran	\$ 177,952
Kings	City of Hanford	\$ 177,952
Kings	City of Lemoore	\$ 177,952
Lake	City of Clearlake	\$ 177,952
Lake	City of Lakeport	\$ 177,952
Lassen	City of Susanville	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Lassen	Leavitt Lake CSD	\$ 177,952
Lassen	Westwood CSD	\$ 177,952
Los Angeles	City of Alhambra	\$ 177,952
Los Angeles	City of Arcadia	\$ 177,952
Los Angeles	City of Artesia	\$ 177,952
Los Angeles	City of Avalon	\$ 177,952
Los Angeles	City of Azusa	\$ 177,952
Los Angeles	City of Baldwin Park	\$ 177,952
Los Angeles	City of Bell	\$ 177,952
Los Angeles	City of Bell Gardens	\$ 177,952
Los Angeles	City of Bellflower	\$ 177,952
Los Angeles	City of Beverly Hills	\$ 177,952
Los Angeles	City of Bradbury	\$ 177,952
Los Angeles	City of Burbank	\$ 177,952
Los Angeles	City of Calabasas	\$ 177,952
Los Angeles	City of Carson	\$ 177,952
Los Angeles	City of Cerritos	\$ 177,952
Los Angeles	City of Claremont	\$ 177,952
Los Angeles	City of Commerce	\$ 177,952
Los Angeles	City of Compton	\$ 177,952
Los Angeles	City of Covina	\$ 177,952
Los Angeles	City of Cudahy	\$ 177,952
Los Angeles	City of Culver City	\$ 177,952
Los Angeles	City of Diamond Bar	\$ 177,952
Los Angeles	City of Downey	\$ 177,952
Los Angeles	City of Duarte	\$ 177,952
Los Angeles	City of El Monte	\$ 177,952
Los Angeles	City of El Segundo	\$ 177,952
Los Angeles	City of Gardena	\$ 177,952
Los Angeles	City of Glendale	\$ 177,952
Los Angeles	City of Glendora	\$ 177,952
Los Angeles	City of Hawaiian Gardens	\$ 177,952
Los Angeles	City of Hawthorne	\$ 177,952
Los Angeles	City of Hermosa Beach	\$ 177,952
Los Angeles	City of Hidden Hills	\$ 177,952
Los Angeles	City of Huntington Park	\$ 177,952
Los Angeles	City of Inglewood	\$ 177,952
Los Angeles	City of Irwindale	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Los Angeles	City of La Cañada Flintridge	\$ 177,952
Los Angeles	City of La Habra Heights	\$ 177,952
Los Angeles	City of La Mirada	\$ 177,952
Los Angeles	City of La Puente	\$ 177,952
Los Angeles	City of La Verne	\$ 177,952
Los Angeles	City of Lakewood	\$ 177,952
Los Angeles	City of Lancaster	\$ 177,952
Los Angeles	City of Lawndale	\$ 177,952
Los Angeles	City of Lomita	\$ 177,952
Los Angeles	City of Long Beach	\$ 177,952
Los Angeles	City of Los Angeles	\$ 177,952
Los Angeles	City of Lynwood	\$ 177,952
Los Angeles	City of Malibu	\$ 177,952
Los Angeles	City of Manhattan Beach	\$ 177,952
Los Angeles	City of Maywood	\$ 177,952
Los Angeles	City of Monrovia	\$ 177,952
Los Angeles	City of Montebello	\$ 177,952
Los Angeles	City of Monterey Park	\$ 177,952
Los Angeles	City of Norwalk	\$ 177,952
Los Angeles	City of Palmdale	\$ 177,952
Los Angeles	City of Palos Verdes Estates	\$ 177,952
Los Angeles	City of Paramount	\$ 177,952
Los Angeles	City of Pasadena	\$ 177,952
Los Angeles	City of Pico Rivera	\$ 177,952
Los Angeles	City of Pomona	\$ 177,952
Los Angeles	City of Rancho Palos Verdes	\$ 177,952
Los Angeles	City of Redondo Beach	\$ 177,952
Los Angeles	City of Rolling Hills	\$ 177,952
Los Angeles	City of Rolling Hills Estates	\$ 177,952
Los Angeles	City of Rosemead	\$ 177,952
Los Angeles	City of San Dimas	\$ 177,952
Los Angeles	City of San Fernando	\$ 177,952
Los Angeles	City of San Gabriel	\$ 177,952
Los Angeles	City of San Marino	\$ 177,952
Los Angeles	City of Santa Clarita	\$ 177,952
Los Angeles	City of Santa Fe Springs	\$ 177,952
Los Angeles	City of Santa Monica	\$ 177,952
Los Angeles	City of Sierra Madre	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Los Angeles	City of Signal Hill	\$ 177,952
Los Angeles	City of South El Monte	\$ 177,952
Los Angeles	City of South Gate	\$ 177,952
Los Angeles	City of South Pasadena	\$ 177,952
Los Angeles	City of Temple City	\$ 177,952
Los Angeles	City of Torrance	\$ 177,952
Los Angeles	City of Vernon	\$ 177,952
Los Angeles	City of Walnut	\$ 177,952
Los Angeles	City of West Covina	\$ 177,952
Los Angeles	City of West Hollywood	\$ 177,952
Los Angeles	City of Westlake Village	\$ 177,952
Los Angeles	City of Whittier	\$ 177,952
Los Angeles	City of Agoura Hills	\$ 177,952
Los Angeles	Miraleste RPD	\$ 177,952
Los Angeles	Westfield Park Rec and Parkway District No. 12	\$ 177,952
Madera	City of Chowchilla	\$ 177,952
Madera	City of Madera	\$ 177,952
Marin	Bel Marin Keys CSD	\$ 177,952
Marin	Bolinas Community PUD	\$ 177,952
Marin	City of Belvedere	\$ 177,952
Marin	City of Larkspur	\$ 177,952
Marin	City of Mill Valley	\$ 177,952
Marin	City of Novato	\$ 177,952
Marin	City of San Rafael	\$ 177,952
Marin	City of Sausalito	\$ 177,952
Marin	Firehouse Community Park Agency	\$ 177,952
Marin	Marin City CSD	\$ 177,952
Marin	Marinwood CSD	\$ 177,952
Marin	Muir Beach CSD	\$ 177,952
Marin	Strawberry RD	\$ 177,952
Marin	Tamalpais CSD	\$ 177,952
Marin	Tomaes Village CSD	\$ 177,952
Marin	Town of Corte Madera	\$ 177,952
Marin	Town of Fairfax	\$ 177,952
Marin	Town of Ross	\$ 177,952
Marin	Town of San Anselmo	\$ 177,952
Marin	Town of Tiburon	\$ 177,952
Mendocino	Anderson Valley CSD	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Mendocino	Brooktrails CSD	\$ 177,952
Mendocino	City of Fort Bragg	\$ 177,952
Mendocino	City of Point Arena	\$ 177,952
Mendocino	City of Ukiah	\$ 177,952
Mendocino	City of Willits	\$ 177,952
Mendocino	Comptche CSD	\$ 177,952
Mendocino	Mendocino Coast RPD	\$ 177,952
Merced	City of Atwater	\$ 177,952
Merced	City of Dos Palos	\$ 177,952
Merced	City of Gustine	\$ 177,952
Merced	City of Livingston	\$ 177,952
Merced	City of Los Banos	\$ 177,952
Merced	City of Merced	\$ 177,952
Modoc	City of Alturas	\$ 177,952
Mono	Town of Mammoth Lakes	\$ 177,952
Monterey	Carmel Valley RPD	\$ 177,952
Monterey	City of Carmel-by-the-Sea	\$ 177,952
Monterey	City of Del Rey Oaks	\$ 177,952
Monterey	City of Gonzales	\$ 177,952
Monterey	City of Greenfield	\$ 177,952
Monterey	City of King City	\$ 177,952
Monterey	City of Marina	\$ 177,952
Monterey	City of Monterey	\$ 177,952
Monterey	City of Pacific Grove	\$ 177,952
Monterey	City of Salinas	\$ 177,952
Monterey	City of Sand City	\$ 177,952
Monterey	City of Seaside	\$ 177,952
Monterey	City of Soledad	\$ 177,952
Monterey	Greenfield Public RD	\$ 177,952
Monterey	North County RD	\$ 177,952
Monterey	Pajaro CSD	\$ 177,952
Monterey	Soledad-Mission RD	\$ 177,952
Monterey	Spreckels Memorial District	\$ 177,952
Napa	City of American Canyon	\$ 177,952
Napa	City of Calistoga	\$ 177,952
Napa	City of Napa	\$ 177,952
Napa	City of St Helena	\$ 177,952
Napa	Town of Yountville	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Nevada	Bear River RPD	\$ 177,952
Nevada	City of Grass Valley	\$ 177,952
Nevada	City of Nevada City	\$ 177,952
Nevada	Oak Tree PRD	\$ 177,952
Nevada	Town of Truckee	\$ 177,952
Nevada	Western Gateway RPD	\$ 177,952
Orange	City of Aliso Viejo	\$ 177,952
Orange	City of Anaheim	\$ 177,952
Orange	City of Brea	\$ 177,952
Orange	City of Buena Park	\$ 177,952
Orange	City of Costa Mesa	\$ 177,952
Orange	City of Cypress	\$ 177,952
Orange	City of Dana Point	\$ 177,952
Orange	City of Fountain Valley	\$ 177,952
Orange	City of Fullerton	\$ 177,952
Orange	City of Garden Grove	\$ 177,952
Orange	City of Huntington Beach	\$ 177,952
Orange	City of Irvine	\$ 177,952
Orange	City of La Habra	\$ 177,952
Orange	City of La Palma	\$ 177,952
Orange	City of Laguna Beach	\$ 177,952
Orange	City of Laguna Hills	\$ 177,952
Orange	City of Laguna Niguel	\$ 177,952
Orange	City of Laguna Woods	\$ 177,952
Orange	City of Lake Forest	\$ 177,952
Orange	City of Los Alamitos	\$ 177,952
Orange	City of Mission Viejo	\$ 177,952
Orange	City of Newport Beach	\$ 177,952
Orange	City of Orange	\$ 177,952
Orange	City of Placentia	\$ 177,952
Orange	City of Rancho Santa Margarita	\$ 177,952
Orange	City of San Clemente	\$ 177,952
Orange	City of San Juan Capistrano	\$ 177,952
Orange	City of Santa Ana	\$ 177,952
Orange	City of Seal Beach	\$ 177,952
Orange	City of Stanton	\$ 177,952
Orange	City of Tustin	\$ 177,952
Orange	City of Villa Park	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Orange	City of Westminster	\$ 177,952
Orange	City of Yorba Linda	\$ 177,952
Orange	Cypress RPD	\$ 177,952
Orange	Rossmoor CSD	\$ 177,952
Orange	Silverado-Modjeska RPD	\$ 177,952
Placer	Auburn Area RPD	\$ 177,952
Placer	City of Auburn	\$ 177,952
Placer	City of Colfax	\$ 177,952
Placer	City of Lincoln	\$ 177,952
Placer	City of Rocklin	\$ 177,952
Placer	City of Roseville	\$ 177,952
Placer	North Tahoe PUD	\$ 177,952
Placer	Northstar CSD	\$ 177,952
Placer	Tahoe City PUD	\$ 177,952
Placer	Town of Loomis	\$ 177,952
Placer	Truckee-Donner RPD	\$ 177,952
Plumas	Almanor RPD	\$ 177,952
Plumas	Central Plumas RPD	\$ 177,952
Plumas	City of Portola	\$ 177,952
Plumas	Indian Valley RPD	\$ 177,952
Riverside	Beaumont-Cherry Valley RPD	\$ 177,952
Riverside	City of Banning	\$ 177,952
Riverside	City of Beaumont	\$ 177,952
Riverside	City of Blythe	\$ 177,952
Riverside	City of Calimesa	\$ 177,952
Riverside	City of Canyon Lake	\$ 177,952
Riverside	City of Cathedral City	\$ 177,952
Riverside	City of Coachella	\$ 177,952
Riverside	City of Corona	\$ 177,952
Riverside	City of Desert Hot Springs	\$ 177,952
Riverside	City of Hemet	\$ 177,952
Riverside	City of Indian Wells	\$ 177,952
Riverside	City of Indio	\$ 177,952
Riverside	City of La Quinta	\$ 177,952
Riverside	City of Lake Elsinore	\$ 177,952
Riverside	City of Menifee	\$ 177,952
Riverside	City of Moreno Valley	\$ 177,952
Riverside	City of Murrieta	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Riverside	City of Norco	\$ 177,952
Riverside	City of Palm Desert	\$ 177,952
Riverside	City of Palm Springs	\$ 177,952
Riverside	City of Perris	\$ 177,952
Riverside	City of Rancho Mirage	\$ 177,952
Riverside	City of Riverside	\$ 177,952
Riverside	City of San Jacinto	\$ 177,952
Riverside	City of Temecula	\$ 177,952
Riverside	City of Wildomar	\$ 177,952
Riverside	Desert RD	\$ 177,952
Riverside	Jurupa Area RPD	\$ 177,952
Riverside	Jurupa CSD	\$ 177,952
Riverside	Lake Hemet Municipal Water District	\$ 177,952
Riverside	Valley-Wide RPD	\$ 177,952
Sacramento	Arcade Creek RPD	\$ 177,952
Sacramento	Arden Manor RPD	\$ 177,952
Sacramento	Arden Park RPD	\$ 177,952
Sacramento	Carmichael RPD	\$ 177,952
Sacramento	City of Citrus Heights	\$ 177,952
Sacramento	City of Folsom	\$ 177,952
Sacramento	City of Galt	\$ 177,952
Sacramento	City of Isleton	\$ 177,952
Sacramento	City of Rancho Cordova	\$ 177,952
Sacramento	City of Sacramento	\$ 177,952
Sacramento	Cordova RPD	\$ 177,952
Sacramento	Cosumnes CSD	\$ 177,952
Sacramento	Fair Oaks RPD	\$ 177,952
Sacramento	Fulton-El Camino RPD	\$ 177,952
Sacramento	Mission Oaks RPD	\$ 177,952
Sacramento	North Highlands RPD	\$ 177,952
Sacramento	Orangevale RPD	\$ 177,952
Sacramento	Rio Linda/Elverta RPD	\$ 177,952
Sacramento	Southgate RPD	\$ 177,952
Sacramento	Sunrise RPD	\$ 177,952
San Benito	City of Hollister	\$ 177,952
San Benito	City of San Juan Bautista	\$ 177,952
San Bernardino	Baker CSD	\$ 177,952
San Bernardino	Barstow Heights CSD	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
San Bernardino	Big River CSD	\$ 177,952
San Bernardino	City of Adelanto	\$ 177,952
San Bernardino	City of Barstow	\$ 177,952
San Bernardino	City of Big Bear Lake	\$ 177,952
San Bernardino	City of Chino	\$ 177,952
San Bernardino	City of Chino Hills	\$ 177,952
San Bernardino	City of Colton	\$ 177,952
San Bernardino	City of Fontana	\$ 177,952
San Bernardino	City of Grand Terrace	\$ 177,952
San Bernardino	City of Hesperia	\$ 177,952
San Bernardino	City of Highland	\$ 177,952
San Bernardino	City of Loma Linda	\$ 177,952
San Bernardino	City of Montclair	\$ 177,952
San Bernardino	City of Needles	\$ 177,952
San Bernardino	City of Ontario	\$ 177,952
San Bernardino	City of Rancho Cucamonga	\$ 177,952
San Bernardino	City of Redlands	\$ 177,952
San Bernardino	City of Rialto	\$ 177,952
San Bernardino	City of San Bernardino	\$ 177,952
San Bernardino	City of Twentynine Palms	\$ 177,952
San Bernardino	City of Upland	\$ 177,952
San Bernardino	City of Victorville	\$ 177,952
San Bernardino	City of Yucaipa	\$ 177,952
San Bernardino	Daggett CSD	\$ 177,952
San Bernardino	Helendale CSD	\$ 177,952
San Bernardino	Hesperia RPD	\$ 177,952
San Bernardino	Morongo Valley CSD	\$ 177,952
San Bernardino	Newberry CSD	\$ 177,952
San Bernardino	Phelan Piñon Hill CSD	\$ 177,952
San Bernardino	Rim of the World RPD	\$ 177,952
San Bernardino	Town of Apple Valley	\$ 177,952
San Bernardino	Town of Yucca Valley	\$ 177,952
San Bernardino	Wrightwood CSD	\$ 177,952
San Bernardino	Yermo CSD	\$ 177,952
San Diego	City of Chula Vista	\$ 177,952
San Diego	City of Coronado	\$ 177,952
San Diego	City of Del Mar	\$ 177,952
San Diego	City of El Cajon	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
San Diego	City of Encinitas	\$ 177,952
San Diego	City of Escondido	\$ 177,952
San Diego	City of Imperial Beach	\$ 177,952
San Diego	City of La Mesa	\$ 177,952
San Diego	City of Lemon Grove	\$ 177,952
San Diego	City of National City	\$ 177,952
San Diego	City of Oceanside	\$ 177,952
San Diego	City of Poway	\$ 177,952
San Diego	City of San Diego	\$ 177,952
San Diego	City of San Marcos	\$ 177,952
San Diego	City of Santee	\$ 177,952
San Diego	City of Solana Beach	\$ 177,952
San Diego	City of Vista	\$ 177,952
San Diego	Jacumba CSD	\$ 177,952
San Diego	Lake Cuyamaca RPD	\$ 177,952
San Diego	Ramona MWD	\$ 177,952
San Diego	Valley Center PRD	\$ 177,952
San Francisco	City of San Francisco	\$ 177,952
San Joaquin	City of Escalon	\$ 177,952
San Joaquin	City of Lathrop	\$ 177,952
San Joaquin	City of Lodi	\$ 177,952
San Joaquin	City of Manteca	\$ 177,952
San Joaquin	City of Ripon	\$ 177,952
San Joaquin	City of Stockton	\$ 177,952
San Joaquin	City of Tracy	\$ 177,952
San Joaquin	Mountain House CSD	\$ 177,952
San Luis Obispo	Cambria CSD	\$ 177,952
San Luis Obispo	City of Arroyo Grande	\$ 177,952
San Luis Obispo	City of Atascadero	\$ 177,952
San Luis Obispo	City of Grover Beach	\$ 177,952
San Luis Obispo	City of Morro Bay	\$ 177,952
San Luis Obispo	City of Paso Robles	\$ 177,952
San Luis Obispo	City of Pismo Beach	\$ 177,952
San Luis Obispo	City of San Luis Obispo	\$ 177,952
San Luis Obispo	Templeton CSD	\$ 177,952
San Mateo	City of Belmont	\$ 177,952
San Mateo	City of Brisbane	\$ 177,952
San Mateo	City of Burlingame	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
San Mateo	City of Daly City	\$ 177,952
San Mateo	City of East Palo Alto	\$ 177,952
San Mateo	City of Foster City	\$ 177,952
San Mateo	City of Half Moon Bay	\$ 177,952
San Mateo	City of Menlo Park	\$ 177,952
San Mateo	City of Millbrae	\$ 177,952
San Mateo	City of Pacifica	\$ 177,952
San Mateo	City of Redwood City	\$ 177,952
San Mateo	City of San Bruno	\$ 177,952
San Mateo	City of San Carlos	\$ 177,952
San Mateo	City of San Mateo	\$ 177,952
San Mateo	City of South San Francisco	\$ 177,952
San Mateo	Highlands RD	\$ 177,952
San Mateo	Ladera RD	\$ 177,952
San Mateo	Town of Atherton	\$ 177,952
San Mateo	Town of Colma	\$ 177,952
San Mateo	Town of Hillsborough	\$ 177,952
San Mateo	Town of Portola Valley	\$ 177,952
San Mateo	Town of Woodside	\$ 177,952
Santa Barbara	City of Buellton	\$ 177,952
Santa Barbara	City of Carpinteria	\$ 177,952
Santa Barbara	City of Goleta	\$ 177,952
Santa Barbara	City of Guadalupe	\$ 177,952
Santa Barbara	City of Lompoc	\$ 177,952
Santa Barbara	City of Santa Barbara	\$ 177,952
Santa Barbara	City of Santa Maria	\$ 177,952
Santa Barbara	City of Solvang	\$ 177,952
Santa Barbara	Cuyama Valley RD	\$ 177,952
Santa Barbara	Isla Vista RPD	\$ 177,952
Santa Barbara	Mission Hills CSD	\$ 177,952
Santa Clara	City of Campbell	\$ 177,952
Santa Clara	City of Cupertino	\$ 177,952
Santa Clara	City of Gilroy	\$ 177,952
Santa Clara	City of Los Altos	\$ 177,952
Santa Clara	City of Milpitas	\$ 177,952
Santa Clara	City of Monte Sereno	\$ 177,952
Santa Clara	City of Morgan Hill	\$ 177,952
Santa Clara	City of Mountain View	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Santa Clara	City of Palo Alto	\$ 177,952
Santa Clara	City of San Jose	\$ 177,952
Santa Clara	City of Santa Clara	\$ 177,952
Santa Clara	City of Saratoga	\$ 177,952
Santa Clara	City of Sunnyvale	\$ 177,952
Santa Clara	Rancho Rinconada RPD	\$ 177,952
Santa Clara	Town of Los Altos Hills	\$ 177,952
Santa Clara	Town of Los Gatos	\$ 177,952
Santa Cruz	Alba RPD	\$ 177,952
Santa Cruz	Boulder Creek RPD	\$ 177,952
Santa Cruz	City of Capitola	\$ 177,952
Santa Cruz	City of Santa Cruz	\$ 177,952
Santa Cruz	City of Scotts Valley	\$ 177,952
Santa Cruz	City of Watsonville	\$ 177,952
Santa Cruz	La Selva Beach RD	\$ 177,952
Shasta	Burney Water District	\$ 177,952
Shasta	City of Anderson	\$ 177,952
Shasta	City of Redding	\$ 177,952
Shasta	City of Shasta Lake	\$ 177,952
Shasta	Fall River Valley CSD	\$ 177,952
Sierra	City of Loyalton	\$ 177,952
Siskiyou	City of Dorris	\$ 177,952
Siskiyou	City of Dunsmuir	\$ 177,952
Siskiyou	City of Etna	\$ 177,952
Siskiyou	City of Montague	\$ 177,952
Siskiyou	City of Mount Shasta	\$ 177,952
Siskiyou	City of Tulelake	\$ 177,952
Siskiyou	City of Weed	\$ 177,952
Siskiyou	City of Yreka	\$ 177,952
Siskiyou	Dunsmuir RPD	\$ 177,952
Siskiyou	McCloud CSD	\$ 177,952
Siskiyou	Mount Shasta RPD	\$ 177,952
Siskiyou	Town of Fort Jones	\$ 177,952
Siskiyou	Weed RPD	\$ 177,952
Solano	City of Benicia	\$ 177,952
Solano	City of Dixon	\$ 177,952
Solano	City of Fairfield	\$ 177,952
Solano	City of Rio Vista	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Solano	City of Suisun City	\$ 177,952
Solano	City of Vacaville	\$ 177,952
Solano	City of Vallejo	\$ 177,952
Solano	Greater Vallejo RPD	\$ 177,952
Sonoma	Camp Meeker PRD	\$ 177,952
Sonoma	Cazadero CSD	\$ 177,952
Sonoma	City of Cloverdale	\$ 177,952
Sonoma	City of Cotati	\$ 177,952
Sonoma	City of Healdsburg	\$ 177,952
Sonoma	City of Petaluma	\$ 177,952
Sonoma	City of Rohnert Park	\$ 177,952
Sonoma	City of Santa Rosa	\$ 177,952
Sonoma	City of Sebastopol	\$ 177,952
Sonoma	City of Sonoma	\$ 177,952
Sonoma	Monte Rio RPD	\$ 177,952
Sonoma	Russian River RPD	\$ 177,952
Sonoma	Town of Windsor	\$ 177,952
Stanislaus	City of Ceres	\$ 177,952
Stanislaus	City of Hughson	\$ 177,952
Stanislaus	City of Modesto	\$ 177,952
Stanislaus	City of Newman	\$ 177,952
Stanislaus	City of Oakdale	\$ 177,952
Stanislaus	City of Patterson	\$ 177,952
Stanislaus	City of Riverbank	\$ 177,952
Stanislaus	City of Turlock	\$ 177,952
Stanislaus	City of Waterford	\$ 177,952
Sutter	City of Live Oak	\$ 177,952
Sutter	City of Yuba City	\$ 177,952
Tehama	City of Corning	\$ 177,952
Tehama	City of Red Bluff	\$ 177,952
Tehama	City of Tehama	\$ 177,952
Trinity	Greater Hayfork PRD	\$ 177,952
Trinity	Lewiston CSD	\$ 177,952
Trinity	Weaverville/Douglas City RPD	\$ 177,952
Tulare	City of Dinuba	\$ 177,952
Tulare	City of Exeter	\$ 177,952
Tulare	City of Farmersville	\$ 177,952
Tulare	City of Lindsay	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Tulare	City of Porterville	\$ 177,952
Tulare	City of Tulare	\$ 177,952
Tulare	City of Visalia	\$ 177,952
Tulare	City of Woodlake	\$ 177,952
Tulare	Poplar CSD	\$ 177,952
Tulare	Richgrove CSD	\$ 177,952
Tuolumne	City of Sonora	\$ 177,952
Tuolumne	Groveland CSD	\$ 177,952
Tuolumne	Tuolumne PRD	\$ 177,952
Tuolumne	Twain Harte CSD	\$ 177,952
Ventura	City of Camarillo	\$ 177,952
Ventura	City of Fillmore	\$ 177,952
Ventura	City of Moorpark	\$ 177,952
Ventura	City of Ojai	\$ 177,952
Ventura	City of Oxnard	\$ 177,952
Ventura	City of Port Hueneme	\$ 177,952
Ventura	City of Santa Paula	\$ 177,952
Ventura	City of Ventura	\$ 177,952
Ventura	Bell Canyon CSD	\$ 177,952
Ventura	Conejo RPD	\$ 177,952
Ventura	Pleasant Valley RPD	\$ 177,952
Ventura	Rancho Simi RPD	\$ 177,952
Yolo	City of Davis	\$ 177,952
Yolo	City of West Sacramento	\$ 177,952
Yolo	City of Winters	\$ 177,952
Yolo	City of Woodland	\$ 177,952
Yolo	Knights Landing CSD	\$ 177,952
Yolo	Madison CSD	\$ 177,952
Yuba	City of Marysville	\$ 177,952
Yuba	City of Wheatland	\$ 177,952
Yuba	Olivehurst PUD	\$ 177,952

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

**Entities with Populations Less Than 200,000 in Heavily Urbanized Counties
Per Capita Grant Program
(\$10,375,000)**

Per Capita Urbanized City Rate (Dollars): \$.61 Per Capita

County	Jurisdiction	Allocation
Alameda	City of Alameda	\$ 48,392
Alameda	City of Albany	\$ 11,853
Alameda	City of Berkeley	\$ 75,376
Alameda	City of Dublin	\$ 39,468
Alameda	City of Emeryville	\$ 7,334
Alameda	City of Livermore	\$ 7,731
Alameda	City of Newark	\$ 29,772
Alameda	City of Piedmont	\$ 6,980
Alameda	City of Pleasanton	\$ 49,195
Alameda	City of San Leandro	\$ 55,006
Alameda	City of Union City	\$ 44,868
Alameda	Livermore Area RPD	\$ 51,940
Contra Costa	Ambrose RPD	\$ 13,048
Contra Costa	Bethel Island MID	\$ 1,306
Contra Costa	City of Antioch	\$ 69,614
Contra Costa	City of Brentwood	\$ 38,909
Contra Costa	City of Clayton	\$ 7,122
Contra Costa	City of Concord	\$ 79,321
Contra Costa	City of El Cerrito	\$ 14,924
Contra Costa	City of Hercules	\$ 16,028
Contra Costa	City of Lafayette	\$ 16,160
Contra Costa	City of Martinez	\$ 23,524
Contra Costa	City of Oakley	\$ 25,522
Contra Costa	City of Orinda	\$ 11,851
Contra Costa	City of Pinole	\$ 11,807
Contra Costa	City of Pittsburg	\$ 44,336
Contra Costa	City of Pleasant Hill	\$ 24,447
Contra Costa	City of Richmond	\$ 67,319
Contra Costa	City of San Pablo	\$ 18,947
Contra Costa	City of San Ramon	\$ 51,313
Contra Costa	City of Walnut Creek	\$ 42,857
Contra Costa	Crockett CSD	\$ 2,029
Contra Costa	Kensington Police Protection and CSD	\$ 3,103

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Contra Costa	Pleasant Hill RPD	\$ 24,447
Contra Costa	Town of Danville	\$ 27,668
Contra Costa	Town of Discovery Bay CSD	\$ 9,489
Contra Costa	Town of Moraga	\$ 10,775
Fresno	Calwa PRD	\$ 1,254
Fresno	City of Clovis	\$ 71,510
Fresno	City of Coalinga	\$ 10,757
Fresno	City of Firebaugh	\$ 5,134
Fresno	City of Fowler	\$ 3,814
Fresno	City of Huron	\$ 4,468
Fresno	City of Kerman	\$ 9,470
Fresno	City of Kingsburg	\$ 7,574
Fresno	City of Mendota	\$ 6,970
Fresno	City of Orange Cove	\$ 6,097
Fresno	City of Parlier	\$ 9,871
Fresno	City of Reedley	\$ 16,129
Fresno	City of San Joaquin	\$ 2,857
Fresno	City of Sanger	\$ 16,559
Fresno	City of Selma	\$ 15,375
Fresno	Coalinga-Huron RPD	\$ 10,247
Fresno	Del Rey CSD	\$ 1,650
Fresno	Lanare CSD	\$ 367
Fresno	Malaga County Water District	\$ 559
Kern	Bear Mountain RPD	\$ 12,016
Kern	Bear Valley CSD	\$ 3,161
Kern	Buttonwillow PRD	\$ 1,280
Kern	City of Arvin	\$ 12,431
Kern	City of California City	\$ 730
Kern	City of Delano	\$ 33,615
Kern	City of Maricopa	\$ 705
Kern	City of Ridgecrest	\$ 17,558
Kern	City of Shafter	\$ 12,765
Kern	City of Taft	\$ 5,763
Kern	City of Tehachapi	\$ 8,354
Kern	City of Wasco	\$ 1,378
Kern	McFarland RPD	\$ 5,776
Kern	North of the River RPD	\$ 85,817
Kern	Shafter RPD	\$ 12,765

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Kern	Stallion Springs CSD	\$ 2,445
Kern	Tehachapi Valley RPD	\$ 12,224
Kern	Wasco RPD	\$ 15,547
Kern	West Side RPD	\$ 6,571
Los Angeles	City of Alhambra	\$ 52,193
Los Angeles	City of Arcadia	\$ 35,544
Los Angeles	City of Artesia	\$ 10,341
Los Angeles	City of Avalon	\$ 2,322
Los Angeles	City of Azusa	\$ 30,533
Los Angeles	City of Baldwin Park	\$ 46,336
Los Angeles	City of Bell	\$ 21,967
Los Angeles	City of Bell Gardens	\$ 26,126
Los Angeles	City of Bellflower	\$ 47,860
Los Angeles	City of Beverly Hills	\$ 20,957
Los Angeles	City of Bradbury	\$ 703
Los Angeles	City of Burbank	\$ 65,488
Los Angeles	City of Calabasas	\$ 14,792
Los Angeles	City of Carson	\$ 57,209
Los Angeles	City of Cerritos	\$ 26,525
Los Angeles	City of Claremont	\$ 22,275
Los Angeles	City of Commerce	\$ 7,828
Los Angeles	City of Compton	\$ 61,118
Los Angeles	City of Covina	\$ 29,872
Los Angeles	City of Cudahy	\$ 14,728
Los Angeles	City of Culver City	\$ 24,553
Los Angeles	City of Diamond Bar	\$ 35,119
Los Angeles	City of Downey	\$ 68,617
Los Angeles	City of Duarte	\$ 13,357
Los Angeles	City of El Monte	\$ 70,964
Los Angeles	City of El Segundo	\$ 10,135
Los Angeles	City of Gardena	\$ 37,151
Los Angeles	City of Glendora	\$ 31,254
Los Angeles	City of Hawaiian Gardens	\$ 8,841
Los Angeles	City of Hawthorne	\$ 53,804
Los Angeles	City of Hermosa Beach	\$ 11,897
Los Angeles	City of Hidden Hills	\$ 1,100
Los Angeles	City of Huntington Park	\$ 36,274
Los Angeles	City of Inglewood	\$ 68,788

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Los Angeles	City of Irwindale	\$ 894
Los Angeles	City of La Cañada Flintridge	\$ 12,641
Los Angeles	City of La Habra Heights	\$ 3,255
Los Angeles	City of La Mirada	\$ 30,559
Los Angeles	City of La Puente	\$ 24,391
Los Angeles	City of La Verne	\$ 20,292
Los Angeles	City of Lakewood	\$ 48,924
Los Angeles	City of Lancaster	\$ 98,769
Los Angeles	City of Lawndale	\$ 20,435
Los Angeles	City of Lomita	\$ 12,690
Los Angeles	City of Lynwood	\$ 43,604
Los Angeles	City of Malibu	\$ 7,870
Los Angeles	City of Manhattan Beach	\$ 22,003
Los Angeles	City of Maywood	\$ 16,684
Los Angeles	City of Monrovia	\$ 23,706
Los Angeles	City of Montebello	\$ 39,316
Los Angeles	City of Monterey Park	\$ 38,040
Los Angeles	City of Norwalk	\$ 64,785
Los Angeles	City of Palmdale	\$ 96,273
Los Angeles	City of Palos Verdes Estates	\$ 8,278
Los Angeles	City of Paramount	\$ 34,226
Los Angeles	City of Pasadena	\$ 89,423
Los Angeles	City of Pico Rivera	\$ 39,136
Los Angeles	City of Pomona	\$ 94,312
Los Angeles	City of Rancho Palos Verdes	\$ 26,012
Los Angeles	City of Redondo Beach	\$ 41,625
Los Angeles	City of Rolling Hills	\$ 1,156
Los Angeles	City of Rolling Hills Estates	\$ 5,040
Los Angeles	City of Rosemead	\$ 33,615
Los Angeles	City of San Dimas	\$ 21,439
Los Angeles	City of San Fernando	\$ 14,953
Los Angeles	City of San Gabriel	\$ 25,362
Los Angeles	City of San Marino	\$ 8,145
Los Angeles	City of Santa Fe Springs	\$ 11,001
Los Angeles	City of Santa Monica	\$ 56,483
Los Angeles	City of Sierra Madre	\$ 6,714
Los Angeles	City of Signal Hill	\$ 7,103
Los Angeles	City of South El Monte	\$ 13,385

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Los Angeles	City of South Gate	\$ 59,977
Los Angeles	City of South Pasadena	\$ 16,040
Los Angeles	City of Temple City	\$ 21,732
Los Angeles	City of Torrance	\$ 90,488
Los Angeles	City of Vernon	\$ 128
Los Angeles	City of Walnut	\$ 18,672
Los Angeles	City of West Covina	\$ 66,157
Los Angeles	City of West Hollywood	\$ 22,406
Los Angeles	City of Westlake Village	\$ 5,120
Los Angeles	City of Whittier	\$ 53,074
Los Angeles	City of Agoura Hills	\$ 12,738
Los Angeles	Miraleste RPD	\$ 593
Los Angeles	Westfield Park Rec and Parkway District No. 12	\$ 513
Orange	City of Aliso Viejo	\$ 31,751
Orange	City of Brea	\$ 27,874
Orange	City of Buena Park	\$ 50,728
Orange	City of Costa Mesa	\$ 69,568
Orange	City of Cypress	\$ 29,987
Orange	City of Dana Point	\$ 20,824
Orange	City of Fountain Valley	\$ 33,806
Orange	City of Fullerton	\$ 88,141
Orange	City of Garden Grove	\$ 106,870
Orange	City of La Habra	\$ 38,836
Orange	City of La Palma	\$ 9,669
Orange	City of Laguna Beach	\$ 14,276
Orange	City of Laguna Hills	\$ 19,447
Orange	City of Laguna Niguel	\$ 40,795
Orange	City of Laguna Woods	\$ 10,096
Orange	City of Lake Forest	\$ 52,773
Orange	City of Los Alamitos	\$ 6,997
Orange	City of Mission Viejo	\$ 58,939
Orange	City of Newport Beach	\$ 53,284
Orange	City of Orange	\$ 84,734
Orange	City of Placentia	\$ 30,885
Orange	City of Rancho Santa Margarita	\$ 29,826
Orange	City of San Clemente	\$ 39,974
Orange	City of San Juan Capistrano	\$ 22,466
Orange	City of Seal Beach	\$ 14,771

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Orange	City of Stanton	\$ 24,024
Orange	City of Tustin	\$ 50,327
Orange	City of Villa Park	\$ 3,603
Orange	City of Westminster	\$ 57,742
Orange	City of Yorba Linda	\$ 41,992
Orange	Cypress RPD	\$ 29,987
Orange	Rossmoor CSD	\$ 6,261
Orange	Silverado-Modjeska RPD	\$ 724
Riverside	Beaumont-Cherry Valley RPD	\$ 29,582
Riverside	City of Banning	\$ 18,974
Riverside	City of Beaumont	\$ 14,791
Riverside	City of Blythe	\$ 11,874
Riverside	City of Calimesa	\$ 5,598
Riverside	City of Canyon Lake	\$ 6,859
Riverside	City of Cathedral City	\$ 33,487
Riverside	City of Coachella	\$ 28,329
Riverside	City of Corona	\$ 103,029
Riverside	City of Desert Hot Springs	\$ 17,654
Riverside	City of Hemet	\$ 51,800
Riverside	City of Indian Wells	\$ 3,328
Riverside	City of Indio	\$ 19,297
Riverside	City of La Quinta	\$ 25,730
Riverside	City of Lake Elsinore	\$ 38,473
Riverside	City of Menifee	\$ 57,123
Riverside	City of Murrieta	\$ 69,675
Riverside	City of Norco	\$ 16,356
Riverside	City of Palm Desert	\$ 32,775
Riverside	City of Palm Springs	\$ 29,785
Riverside	City of Perris	\$ 47,672
Riverside	City of Rancho Mirage	\$ 11,452
Riverside	City of San Jacinto	\$ 19,032
Riverside	City of Temecula	\$ 69,174
Riverside	City of Wildomar	\$ 22,043
Riverside	Jurupa Area RPD	\$ 76,398
Riverside	Jurupa CSD	\$ 36,092
Riverside	Lake Hemet Municipal Water District	\$ 32,339
Sacramento	Arcade Creek RPD	\$ 14,487
Sacramento	Arden Manor RPD	\$ 4,860

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Sacramento	Arden Park RPD	\$ 2,567
Sacramento	Carmichael RPD	\$ 26,596
Sacramento	City of Citrus Heights	\$ 52,939
Sacramento	City of Folsom	\$ 47,964
Sacramento	City of Galt	\$ 16,196
Sacramento	City of Isleton	\$ 491
Sacramento	City of Rancho Cordova	\$ 45,515
Sacramento	Cordova RPD	\$ 72,861
Sacramento	Cosumnes CSD	\$ 105,194
Sacramento	Fair Oaks RPD	\$ 21,490
Sacramento	Fulton-El Camino RPD	\$ 19,080
Sacramento	Mission Oaks RPD	\$ 37,361
Sacramento	North Highlands RPD	\$ 27,006
Sacramento	Orangevale RPD	\$ 20,756
Sacramento	Rio Linda/Elverta RPD	\$ 15,891
Sacramento	Southgate RPD	\$ 76,590
Sacramento	Sunrise RPD	\$ 99,920
San Bernardino	Baker CSD	\$ 428
San Bernardino	Barstow Heights CSD	\$ 1,083
San Bernardino	Big River CSD	\$ 1,100
San Bernardino	City of Adelanto	\$ 20,878
San Bernardino	City of Barstow	\$ 14,617
San Bernardino	City of Big Bear Lake	\$ 3,338
San Bernardino	City of Chino	\$ 54,902
San Bernardino	City of Chino Hills	\$ 51,562
San Bernardino	City of Colton	\$ 32,835
San Bernardino	City of Grand Terrace	\$ 7,654
San Bernardino	City of Hesperia	\$ 14,723
San Bernardino	City of Highland	\$ 34,091
San Bernardino	City of Loma Linda	\$ 14,668
San Bernardino	City of Montclair	\$ 23,600
San Bernardino	City of Needles	\$ 3,164
San Bernardino	City of Ontario	\$ 108,954
San Bernardino	City of Rancho Cucamonga	\$ 108,790
San Bernardino	City of Redlands	\$ 43,733
San Bernardino	City of Rialto	\$ 65,422
San Bernardino	City of Twentynine Palms	\$ 16,502
San Bernardino	City of Upland	\$ 47,118

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
San Bernardino	City of Victorville	\$ 77,341
San Bernardino	City of Yucaipa	\$ 32,809
San Bernardino	Daggett CSD	\$ 306
San Bernardino	Helendale CSD	\$ 4,337
San Bernardino	Hesperia RPD	\$ 44,171
San Bernardino	Morongo Valley CSD	\$ 2,171
San Bernardino	Newberry CSD	\$ 1,689
San Bernardino	Phelan Piñon Hill CSD	\$ 1,345
San Bernardino	Rim of the World RPD	\$ 17,666
San Bernardino	Town of Apple Valley	\$ 45,839
San Bernardino	Town of Yucca Valley	\$ 13,345
San Bernardino	Wrightwood CSD	\$ 3,522
San Bernardino	Yermo CSD	\$ 1,258
San Diego	City of Coronado	\$ 14,981
San Diego	City of Del Mar	\$ 2,720
San Diego	City of El Cajon, Recreation Dept	\$ 64,384
San Diego	City of Encinitas	\$ 38,743
San Diego	City of Escondido	\$ 93,351
San Diego	City of Imperial Beach	\$ 16,502
San Diego	City of La Mesa, Community Services	\$ 37,442
San Diego	City of Lemon Grove	\$ 16,264
San Diego	City of National City	\$ 38,081
San Diego	City of Oceanside	\$ 107,568
San Diego	City of Poway	\$ 30,755
San Diego	City of San Marcos	\$ 58,532
San Diego	City of Santee	\$ 35,698
San Diego	City of Solana Beach	\$ 8,519
San Diego	City of Vista	\$ 62,333
San Diego	Jacumba CSD	\$ 367
San Diego	Lake Cuyamaca RPD	\$ 367
San Diego	Ramona MWD	\$ 21,775
San Diego	Valley Center Parks & Recreation	\$ 11,773
San Joaquin	City of Escalon	\$ 4,619
San Joaquin	City of Lathrop	\$ 14,668
San Joaquin	City of Lodi	\$ 41,727
San Joaquin	City of Manteca	\$ 51,205
San Joaquin	City of Ripon	\$ 10,154
San Joaquin	City of Tracy	\$ 56,114

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
San Joaquin	Mountain House CSD	\$ 12,574
San Mateo	City of Belmont	\$ 16,808
San Mateo	City of Brisbane	\$ 2,885
San Mateo	City of Burlingame	\$ 18,581
San Mateo	City of Daly City	\$ 66,693
San Mateo	City of East Palo Alto	\$ 18,641
San Mateo	City of Foster City	\$ 20,593
San Mateo	City of Half Moon Bay	\$ 7,720
San Mateo	City of Menlo Park	\$ 20,998
San Mateo	City of Millbrae	\$ 14,151
San Mateo	City of Pacifica	\$ 23,480
San Mateo	City of Redwood City	\$ 52,980
San Mateo	City of San Bruno	\$ 27,683
San Mateo	City of San Carlos	\$ 18,335
San Mateo	City of San Mateo	\$ 63,869
San Mateo	City of South San Francisco	\$ 40,997
San Mateo	Highlands RD	\$ 1,340
San Mateo	Ladera RD	\$ 795
San Mateo	Town of Atherton	\$ 4,424
San Mateo	Town of Colma	\$ 922
San Mateo	Town of Hillsborough	\$ 6,678
San Mateo	Town of Portola Valley	\$ 2,811
San Mateo	Town of Woodside	\$ 3,401
Santa Clara	City of Campbell	\$ 25,670
Santa Clara	City of Cupertino	\$ 36,597
Santa Clara	City of Gilroy	\$ 34,182
Santa Clara	City of Los Altos	\$ 18,790
Santa Clara	City of Milpitas	\$ 46,591
Santa Clara	City of Monte Sereno	\$ 2,219
Santa Clara	City of Morgan Hill	\$ 27,957
Santa Clara	City of Mountain View	\$ 50,959
Santa Clara	City of Palo Alto	\$ 41,027
Santa Clara	City of Santa Clara	\$ 78,670
Santa Clara	City of Saratoga	\$ 18,889
Santa Clara	City of Sunnyvale	\$ 94,835
Santa Clara	Rancho Rinconada RPD	\$ 2,689
Santa Clara	Town of Los Altos Hills	\$ 5,331
Santa Clara	Town of Los Gatos	\$ 18,778

**California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
Access for All Act of 2018 - Per Capita Grant Program**

County	Jurisdiction	Allocation
Sonoma	Camp Meeker PRD	\$ 446
Sonoma	Cazadero CSD	\$ 733
Sonoma	City of Cloverdale	\$ 5,658
Sonoma	City of Cotati	\$ 4,840
Sonoma	City of Healdsburg	\$ 7,398
Sonoma	City of Petaluma	\$ 38,044
Sonoma	City of Rohnert Park	\$ 26,646
Sonoma	City of Santa Rosa	\$ 107,339
Sonoma	City of Sebastopol	\$ 4,819
Sonoma	City of Sonoma	\$ 7,063
Sonoma	Monte Rio RPD	\$ 704
Sonoma	Russian River RPD	\$ 3,673
Sonoma	Town of Windsor	\$ 17,458
Stanislaus	City of Ceres	\$ 30,260
Stanislaus	City of Hughson	\$ 4,584
Stanislaus	City of Newman	\$ 7,174
Stanislaus	City of Oakdale	\$ 14,255
Stanislaus	City of Patterson	\$ 13,522
Stanislaus	City of Riverbank	\$ 15,614
Stanislaus	City of Turlock	\$ 46,790
Stanislaus	City of Waterford	\$ 5,562
Ventura	City of Camarillo	\$ 1,650
Ventura	City of Fillmore	\$ 42,709
Ventura	City of Moorpark	\$ 9,687
Ventura	City of Ojai, Recreation Dept	\$ 22,626
Ventura	City of Port Hueneme	\$ 4,889
Ventura	City of Santa Paula	\$ 14,057
Ventura	City of Ventura, Parks, Rec & Community Partnership	\$ 18,546
Ventura	Bell Canyon CSD	\$ 6,887
Ventura	Conejo RPD	\$ 85,566
Ventura	Pleasant Valley RPD	\$ 44,926
Ventura	Rancho Simi RPD	\$ 86,177



Proposition 68 Per Capita Program

Office of Grants and Local Services (OGALS)

Frequently Asked Questions

Grant Contracts and Projects

1. How does an agency receive a Per Capita grant contract?

Agencies must first attend a mandatory workshop. Second, each agency must submit one or more complete project applications that equal the amount of its allocation. Then a grant contract will be executed.

2. How does an agency submit a project application?

The Per Capita Procedural Guide provides information about the documentation needed as part of an application. OGALS will also be conducting technical assistance workshops to review the Procedural Guide.

3. What is the deadline for submitting a project application?

December 31, 2021. Agencies are encouraged to submit application packages digitally. The package must include all items listed on page 11 of the Procedural Guide prior to submitting to OGALS.

Projects

1. What type of projects are eligible?

Projects must be for capital outlay; that is, acquisition of land, or improvements to existing property beyond its original condition. Operation, maintenance, repairs are not eligible.

2. Can Per Capita grantees use Per Capita funds to pay for staff costs?

Staff time for working on grant administration, such as preparing payment requests is eligible, as is actual work done on the project. Staff time must be documented actual time, not estimates of time; benefit costs can be included in employee costs, but overhead costs, such as rent and utilities, cannot be charged to the grant.

Small Jurisdictions in Heavily Urbanized Counties

1. What is this Program?

Proposition 68 made \$10,375,000 available to cities and local districts with populations less than 200,000 in counties with populations greater than 500,000. These funds were allocated to eligible entities on a per person basis.

2. How will those funds be made available?

Grantees will receive separate contracts for these allocations; grantees receiving an allocation from this program and the regular Per Capita program, may combine the allocations and use them for a single project.

Match

1. Is there a required match for Per Capita grants?

There is a 20% match for projects that do not serve a severely disadvantaged community; projects are considered to be serving a severely disadvantaged community if there is such a community within one-half mile of the project site. See the Per Capita Fact Finder at <https://www.parksforcalifornia.org/percapita> for more information.

2. How do I calculate match?

Divide the Per Capita funds to be used on the project by 4. For a project using the entire allocation of \$177,952, the match will be \$44,488.

Total Project Cost	\$222,440
Minus Local Match (20%)	(44,488)
Grant Amount	\$177,952

3. Can the required match be waived?

No. The match is required by Prop 68; OGALS does not have authority to waive the match.

4. What if an agency cannot afford the required match?

If an agency cannot afford to provide the complete match, it can consider creating a smaller project for which it can afford the match. An agency may also consider transferring all or part of its allocation to another eligible entity. For more information about the transfer process, see page 54 of the Per Capita Procedural Guide.

Program Implementation

1. Proposition 68 stated that the minimum allocation was \$200,000 for Cities and Local Districts; why are these entities receiving a smaller allocation?

Proposition 68 provided \$111 million for City and Local District Per Capita; with 635 eligible entities, that provides \$174,803 per recipient. The Governor's budget proposes to redirect \$2 million to supplement the amount available for City and Local District allocations. If approved, each of these allocations will be increased to \$177,952.

2. Now that allocations have been released, what do agencies need to do to receive these funds?

Agencies must attend a mandatory workshop and submit a complete application package to OGALS. Then a contract will be executed. At that point, agencies can begin to submit reimbursement payment requests for their projects.



Per Capita Grant Administration 101

Proposition 68

(California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018)

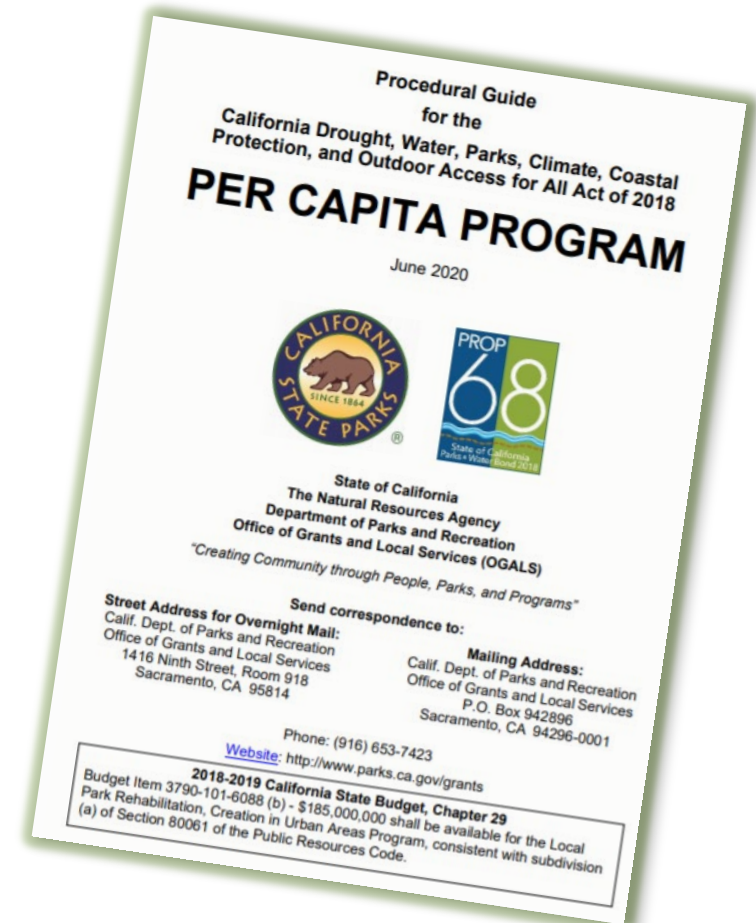


Welcome
from the
Office of Grants and Local Services
(OGALS)
part of the
Community Engagement Division (CED)
California State Parks



Resources

- **Webpage** – www.parks.ca.gov/percapita
 - Procedure Guide
 - Allocation Tables
 - Frequently Asked Questions
 - Forms
- **Project Officer**
 - Phone number
 - E-mail address



OGALS Vision

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.



Guide Overview

- Program Description
- Grant Process Overview
- Application Packet
- Special Requirements
- Grant Payments
- Per Capita Contract
- Accounting and Audits



Per Capita Program Summary

➤ Background

- Statute (PRC §80000 [see page 51])
- OGALS may waive requirements not mandated by statute, talk to your Project Officer if you are having any issues
- Two programs: General Per Capita and Local non-urban agencies in urban counties

➤ Allocations

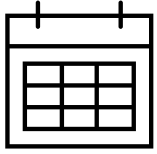
- Available on OGALS Per Capita webpage



What if my agency is receiving General Per Capita and Urban County Per Capita funds?

- Grantees may submit one application package combining both allocations.
- Grantees will have two contracts and two project numbers, with the same scope on both projects.
- Payments will first be drawn from the Urban County allocation, then the general allocation.
- Both projects will remain open until the project is complete.





Per Capita Timeline

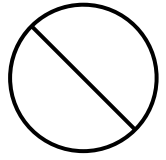
- Attend mandatory workshop
- Pass Resolution
- Identify project(s)
- Submit application package by December 2021
- Execute contract by June 2022
- Project completion by December 2023
- Submit completion package by March 2024



Project Requirements

- Must be Capital outlay for recreational purposes
- Acquisition or Development
- Each project requires a separate application packet
- A project can only have **one** location
- Grantees are encouraged to partner with other grantees on projects
- PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match





No Supplanting

- Per Capita funds **must supplement** existing expenditures, rather than replace them
 - For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year and is receiving a \$400,000 allocation under the Per Capita program. *The budget cannot be **reduced** to \$100,000, with the Per Capita funds making up the difference.*
 - Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, Per Capita funds cannot be swapped in as a new funding source *unless the prior funding source is applied to other identified recreational capital projects.*
- Keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

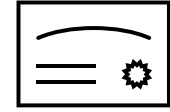


Grant Process Overview

1. Mandatory Grant Administration Workshops held statewide.
2. GRANTEE passes a resolution.
3. GRANTEE submits APPLICATION PACKET(s).
4. OGALS sends a contract to the GRANTEE once OGALS has approved APPLICATION PACKET(S) equaling the total contract amount.
 - The GRANTEE returns the contract, signed by the AUTHORIZED REPRESENTATIVE, to OGALS.
 - OGALS returns a copy of the fully executed contract to the GRANTEE.
5. GRANTEE requests reimbursement payments for eligible costs. When the project is complete, the GRANTEE sends PROJECT COMPLETION PACKET(s).
 - OGALS reviews completion documents and conducts a final site inspection prior to processing the final payment request.
6. In preparation for an audit, the GRANTEE must retain all PROJECT records for five years following issuance of the final GRANT payment.



Authorizing Resolution



- GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract and forwards a copy to OGALS.
- The Authorizing Resolution on page 8 in the procedural guide may be reformatted; however, the *language provided in the resolution must remain unchanged*. The Authorizing Resolution serves two purposes:
 - It is the means by which the GRANTEE'S **Governing Body agrees to the terms of the contract**; confirming the GRANTEE has the funding to complete, operate and maintain the PROJECTS.
 - **Designates a position title to represent the Governing Body** on all matters regarding PROJECTS associated with the contract. This will be the AUTHORIZED REPRESENTATIVE.
- Complete the highlighted areas of the Authorizing Resolution.
- The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other position titles either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.



Application Packet



- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Do not submit the APPLICATION PACKET until your agency has all the items required.
- Submitted documents need not contain original signatures; but the GRANTEE must keep any original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.
- Costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.





- Submit all applicable items in the application packet.
- Do not submit until you have all checklist items ready to go.
- The GHG Emissions Reduction Worksheet is submitted at completion.
- Be sure the authorized representative has signed all required items.
- Digital submission of items is preferred.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET is not complete unless all items on the checklist are submitted. Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. ____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. ____
	<input type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. ____
<input type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 24		Pg. ____

Requested Grant Amount

- ✓ Enter amount of grant funds being used on the project.
- ✓ Agencies receiving Urban Counties allocation can combine those funds with their regular Per Capita allocation in one application package.

Match Amount

- ✓ If match is required, multiply requested grant amount by 25% and enter that amount here.

Project Site Name and Address

- Only one site per application.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

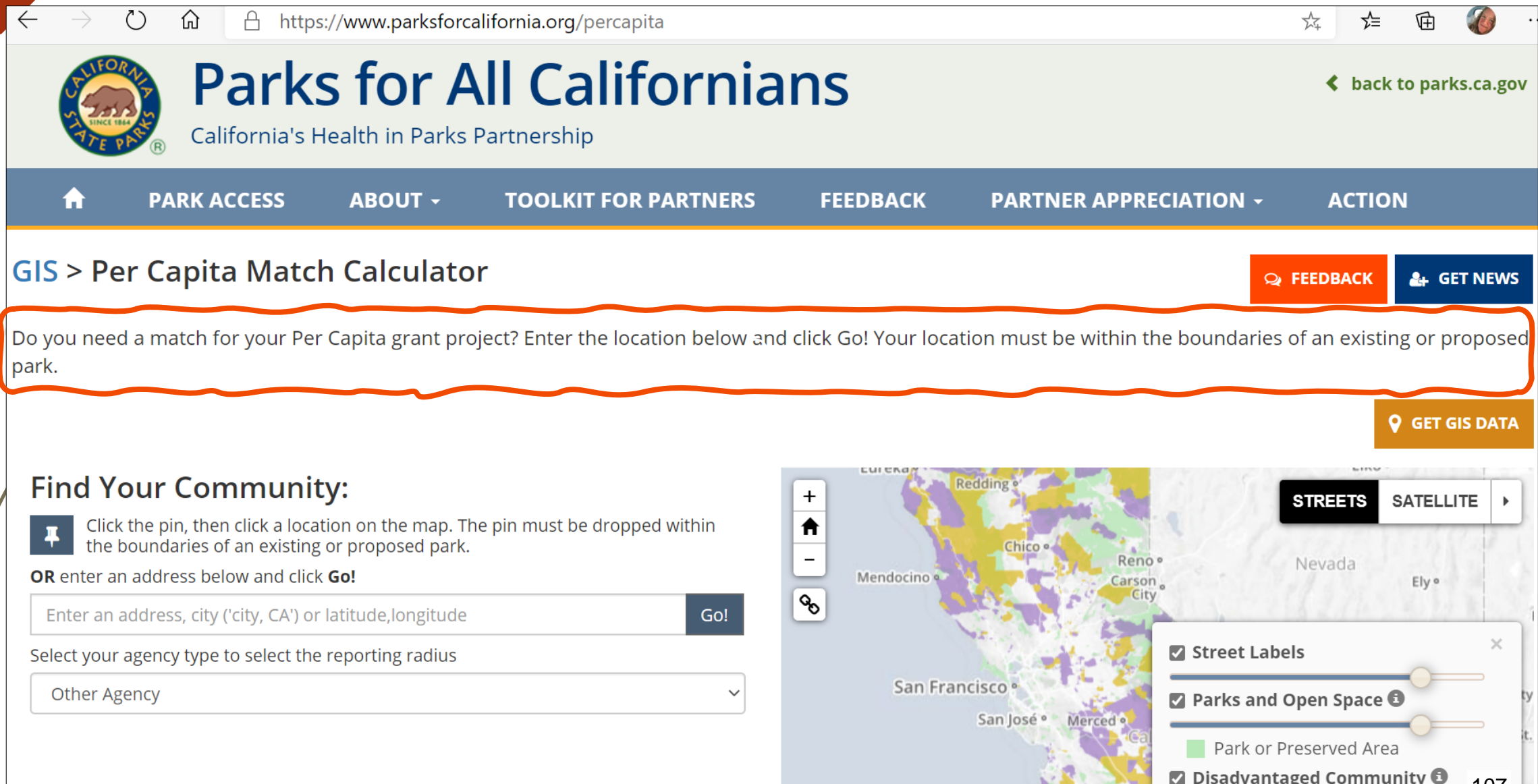
PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement
NEAREST CROSS STREET	
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>	
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (typed or printed) and Title	Email address Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	
Name (typed or printed) and Title	Email address Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date	
Print Name:	
Title:	

Per Capita Match

- Projects not serving severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match.
- Determine if match is required using the Per Capita match calculator at <https://www.parksforcalifornia.org/percapita>
- Costs incurred to provide match must be eligible costs. State funds are not allowed as match.
- Eligible match sources are:
 - Federal funds
 - Local funds
 - Private funds
 - IN-HOUSE EMPLOYEE SERVICES
 - Volunteer labor
 - must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for volunteer hourly wage value)



Webpage for Per Capita Match calculator:



The screenshot shows the 'Parks for All Californians' website. The header includes the California State Parks logo and the title 'Parks for All Californians' with the subtitle 'California's Health in Parks Partnership'. A navigation bar contains links for 'PARK ACCESS', 'ABOUT', 'TOOLKIT FOR PARTNERS', 'FEEDBACK', 'PARTNER APPRECIATION', and 'ACTION'. The main heading is 'GIS > Per Capita Match Calculator'. Below this, a red-bordered box contains the instruction: 'Do you need a match for your Per Capita grant project? Enter the location below and click Go! Your location must be within the boundaries of an existing or proposed park.' To the right of this box are 'FEEDBACK' and 'GET NEWS' buttons. Below the instruction is a 'Find Your Community:' section with a map pin icon and text: 'Click the pin, then click a location on the map. The pin must be dropped within the boundaries of an existing or proposed park.' Below this is the text 'OR enter an address below and click Go!' followed by a text input field with the placeholder 'Enter an address, city ('city, CA') or latitude,longitude' and a 'Go!' button. Underneath is a label 'Select your agency type to select the reporting radius' and a dropdown menu currently showing 'Other Agency'. To the right of the form is a map of Northern California with various cities labeled (Redding, Chico, Reno, Carson City, Ely, Nevada, San Francisco, San Jose, Merced). The map has zoom controls and a 'STREETS'/'SATELLITE' toggle. A legend on the right side of the map shows three categories: 'Street Labels' (checked), 'Parks and Open Space' (checked), and 'Disadvantaged Community' (checked). A green square indicates 'Park or Preserved Area'.

California State Parks logo: CALIFORNIA STATE PARKS SINCE 1864

back to parks.ca.gov

Parks for All Californians
California's Health in Parks Partnership

PARK ACCESS ABOUT TOOLKIT FOR PARTNERS FEEDBACK PARTNER APPRECIATION ACTION

GIS > Per Capita Match Calculator

Do you need a match for your Per Capita grant project? Enter the location below and click Go! Your location must be within the boundaries of an existing or proposed park.

FEEDBACK GET NEWS

GET GIS DATA

Find Your Community:

Click the pin, then click a location on the map. The pin must be dropped within the boundaries of an existing or proposed park.

OR enter an address below and click Go!

Enter an address, city ('city, CA') or latitude,longitude

Go!

Select your agency type to select the reporting radius

Other Agency

Map showing locations in Northern California (Redding, Chico, Reno, Carson City, Ely, Nevada, San Francisco, San Jose, Merced).

Map controls: +, -, Home, Full Screen, Streets, Satellite.

Legend:

- Street Labels
- Parks and Open Space
- Disadvantaged Community
- Park or Preserved Area

How to Use:

Drop the pin anywhere within the project site.

Select your agency type

If the circle includes SDAC, no match is required.

Then click the “GET REPORT” button

Find Your Community:



Click **the pin**, then click a location on the **map**.

OR enter an address below and click **Go!**

Enter an address, city ('city, CA') or latitude,longitude

Go!

Select your agency type to select the reporting radius

Other Agency

GET REPORT

Results for Sacramento (County: Sacramento)

Latitude, longitude 38.5711527, -121.4890051

Median Household Income \$45,791



The project serves a severely disadvantaged community. Match is NOT required.

GET GIS DATA



This is what
the report
looks like:

Include a
copy of it
with your
application
package



California State Parks Per Capita Match Calculator

Project ID: 10733
Coordinates: 38.5733, -121.4971
Date: 07/15/2020

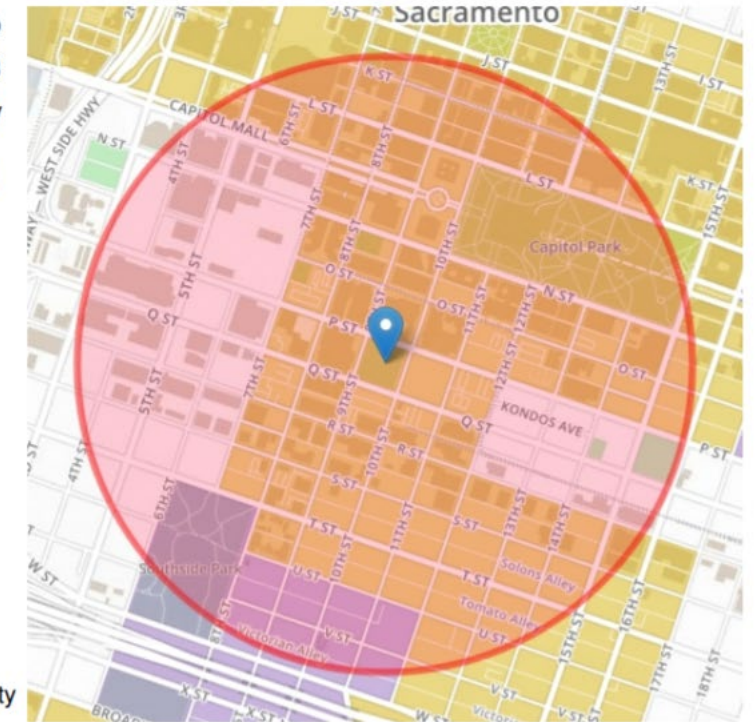
This is the Per Capita Match Report for the site you have selected. Please review to confirm that the pin lies within the boundaries of an existing or proposed park, and submit to OGALS with your Project Application.

PROJECT AREA STATISTICS

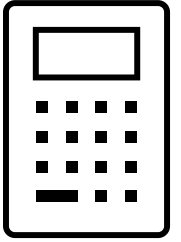
County: Sacramento
Median Household Income: \$45,313
Agency Type: Other Agency

**The project serves a severely disadvantaged community.
Match is NOT required.**

PROJECT AREA MAP



- Park or Preserved Area
- Disadvantaged Community
- Severely Disadvantaged Community
- No Data



Calculating Match

- The 20% match calculation is based on the PROJECT amount.

- Determining the required match amount:

PROJECT amount: \$125,000

20% match: (\$25,000)

GRANT amount: \$100,000

PROJECT amount: \$222,440

20% match: (\$44,488)

GRANT amount: \$177,952

- Submitting costs for reimbursement:

GRANT amount: \$100,000

25% in additional costs: \$25,000

PROJECT amount: \$125,000

GRANT amount: \$177,952

25% in additional costs: \$44,488

PROJECT amount: \$222,440



Acquisition Project Rules



- Purchase price cannot exceed the appraised value.
- Land cannot be acquired through eminent domain.
- Acquisition costs outside actual cost of property must be less than 25% of the PROJECT costs.
- A deed restriction must be recorded on the property.
- Land must be open for public recreation within three years.
- GRANTEE must provide Title Insurance.
- PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan.



Acquisition Project Documentation

- A document signed by the AUTHORIZED REPRESENTATIVE with:
 - A brief description of the project
 - Estimated total costs for land and relocation
 - Estimated total costs other than the purchase price and relocation costs
- An appraisal for all parcels conducted within the last twelve months.
- A letter from an independent appraiser stating the appraisal was reviewed and was completed using acceptable methods.
- County Assessor's parcel map, with parcel number(s) and parcel(s) to be acquired.
- Estimated value of each parcel to be acquired with a description of how that value was determined.
- Acreage of each parcel to be acquired.
- A description of any encumbrances that will remain on the property.
- A description of the intended recreational use of the land with the estimated date the site will be open for public recreation.
- *For easement acquisitions*, also provide a copy of the proposed easement guaranteeing the authority to use the property as described in the application.
- *For relocation costs*, also provide a letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed.



Acquisition Costs

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs

- Costs to fulfill any mitigation requirements imposed by law
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs



Development Project Rules

- PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan.
- Contracted work must comply with the provisions of §1771.5 of the State Labor Code, prevailing wage law.
- GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
- PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
- The primary purpose of any building constructed or improved must be public recreation.
- PROJECTS must be accessible, including an accessible path of travel to the PROJECT.



Eligible Development Costs

Pre-Construction – up to 25% of project costs

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Construction

- Necessary labor and construction activities to complete the PROJECT
- Construction equipment
- Bond sign and other signage
- Premiums on hazard and liability insurance
- Site preparation
- Purchase and installation of equipment
- Construction management
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking



Ineligible Development Costs

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific and not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

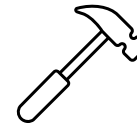


Distinguishing capital outlay (eligible) from repair and maintenance (not eligible):

➤ **Capital outlay** – building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.

➤ **Repairs** – activities performed to a section of a structure that are intended to allow the continued use.

➤ **Maintenance** – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.



Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.



Accounting Rules for In-House Employee Services



- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.





- Briefly describe the project scope.
- Check the appropriate boxes.
- You may check multiple boxes for a single recreation element.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE:			PROJECT Name
Development project scope (Describe the project in 30 words or less):			
Project Scope Items - <input type="checkbox"/> all that apply:			
Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.
PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.			\$
Construction			\$
Total PROJECT cost			\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)			Less match -\$
Total GRANT amount requested			\$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Funding Sources Form

- If using Per Capita and Urban Counties Per Capita, enter each on a separate line.
- If funding sources are added or modified, submit a revised form to OGALS.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:	PROJECT Name
----------	--------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☐ The PROJECT will be entirely funded by the GRANT, *or*
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, *or*
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



- OGALS needs a copy of the recorded **Notice of Exemption** or **Notice of Determination.**
- Be sure this form is signed by the authorized representative.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐ Yes ☐ No Is completing CEQA a PROJECT SCOPE item? ☐ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure



- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE'S land tenure agreement changes within the contract PERFORMANCE PERIOD.



Land Tenure Documentation

If PROJECT site is owned in fee simple, provide one of the following:

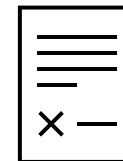
- Deed or deed recordation number, or
- Title report, or Tract map or assessor's map with owner's name

If PROJECT site is not owned in fee simple, provide:

- Land Tenure Agreement Checklist
- Signed land tenure agreement

If the project site is not owned in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide:

- Land Tenure Agreement Checklist
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest.



Land Tenure Checklist

- ☐ If the land is not owned in fee simple, complete this checklist.
- ☐ Attach a copy of the signed land tenure agreement.
- ☐ Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located.
- ☐ All items are required.

GRANTEE:		PROJECT Name						
<input checked="" type="checkbox"/>	Page	Required Item						
<input type="checkbox"/>		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. _____						
<input type="checkbox"/>		Parties to the agreement (land owner must be public agency or utility) and date signed: <table border="0"> <tr> <td>Party</td> <td>Date Signed</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Party	Date Signed	_____	_____	_____	_____
Party	Date Signed							
_____	_____							
_____	_____							
<input type="checkbox"/>		Term of the agreement: _____ years						
<input type="checkbox"/>		Agreement end date: _____ <ul style="list-style-type: none"> • Grant amounts up to \$100,000 require at least 20 years of land tenure. • Grant amounts above \$100,000 require at least 30 years of land tenure. • The land tenure requirement begins on July 1, 2018. 						
<input type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.						
<input type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> • No termination clause – the agreement is non-revocable. • Termination clause specifies the agreement is revocable only for cause. • The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will. 						
<input type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> • Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. • Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. • Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period. 						



Other Application Checklist Items

Site Plan



- Does not need to be a detailed engineering rendering.
- Provide a drawing showing where all project scope items will be located.
- If the project include any buildings, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings.

Sub-leases or Agreements

- Provide a list of all other leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

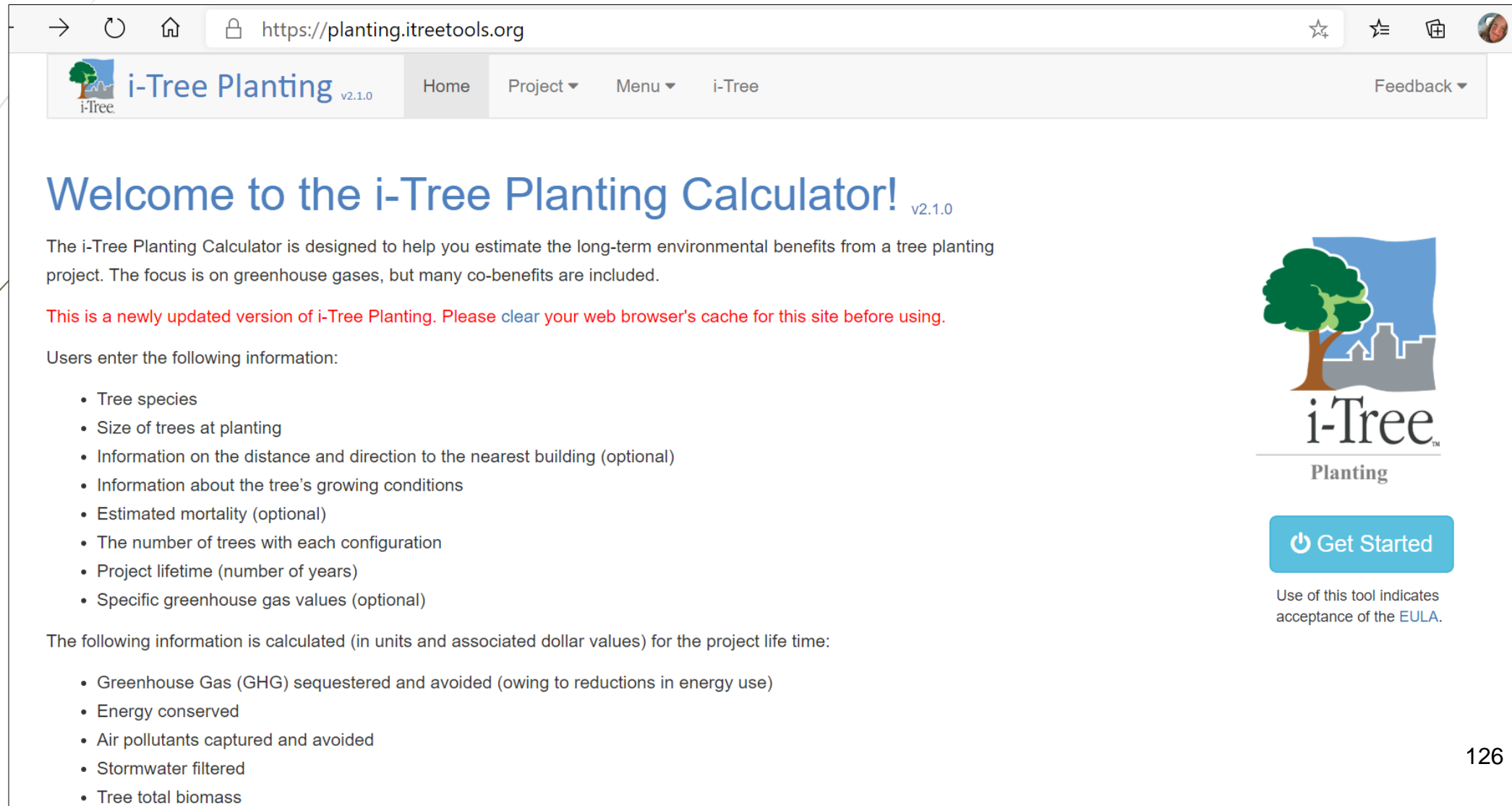
Photos

- Provide photos that will establish a “before” comparison for the site to be improved.




Greenhouse Gas Emissions Reduction and Carbon Sequestration

If your PROJECT involves tree planting, submit the i-Tree report with the PROJECT COMPLETION PACKET.



The screenshot shows the i-Tree Planting Calculator website. The browser address bar displays <https://planting.itreetools.org>. The website header includes the i-Tree logo, the text "i-Tree Planting v2.1.0", and navigation links for Home, Project, Menu, and i-Tree. A Feedback link is also present. The main heading reads "Welcome to the i-Tree Planting Calculator! v2.1.0". Below this, a paragraph states: "The i-Tree Planting Calculator is designed to help you estimate the long-term environmental benefits from a tree planting project. The focus is on greenhouse gases, but many co-benefits are included." A red text box contains the message: "This is a newly updated version of i-Tree Planting. Please clear your web browser's cache for this site before using." The section "Users enter the following information:" lists the required input data. The section "The following information is calculated (in units and associated dollar values) for the project life time:" lists the calculated outputs. On the right side, there is a large i-Tree logo and a blue "Get Started" button. Below the button, a note states: "Use of this tool indicates acceptance of the EULA."

→ ↻ 🏠 🔒 <https://planting.itreetools.org> ☆ ☆ 🏠 👤

 **i-Tree Planting** v2.1.0 Home Project ▾ Menu ▾ i-Tree Feedback ▾

Welcome to the i-Tree Planting Calculator! v2.1.0

The i-Tree Planting Calculator is designed to help you estimate the long-term environmental benefits from a tree planting project. The focus is on greenhouse gases, but many co-benefits are included.


This is a newly updated version of i-Tree Planting. Please clear your web browser's cache for this site before using.

Users enter the following information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (optional)
- Information about the tree's growing conditions
- Estimated mortality (optional)
- The number of trees with each configuration
- Project lifetime (number of years)
- Specific greenhouse gas values (optional)


The following information is calculated (in units and associated dollar values) for the project life time:

- Greenhouse Gas (GHG) sequestered and avoided (owing to reductions in energy use)
- Energy conserved
- Air pollutants captured and avoided
- Stormwater filtered
- Tree total biomass



Get Started

Use of this tool indicates acceptance of the [EULA](#).



Status Reports

OGALS will send a Status Report every six months.

Payment requests will not be processed if Status Reports are overdue.



Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:
 Project Number:
 Project Name:
 Project Scope:
 Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request? For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

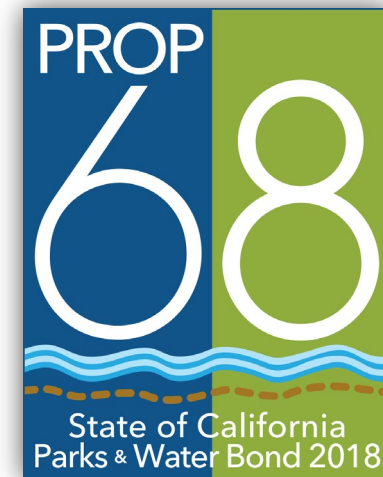
Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Prop 68 Sign Requirement

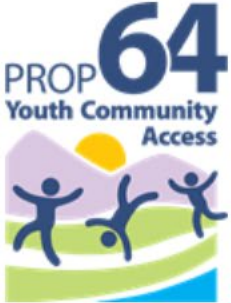
- Must be displayed during construction, at the final inspection, and for at least 4 years after completion.
- Must contain this language:
GAVIN NEWSOM, GOVERNOR
Wade Crowfoot, Secretary for Natural Resources
Lisa Ann L. Mangat, Director, California Department of Parks and Recreation
Use current names. May include names (and/or logos) of other partners, organizations, individuals and elected representatives.
- Must display this logo
- Logo must be at least 24" x 24"
- Materials shall be durable and resistant to the elements and graffiti.
- If the sign may be out of place or affected by local sign ordinances, OGALS may approve an alternative.
- Submit the proposed number, locations, size, and language of signs for preliminary review.
- Download logo at:
<https://resources.ca.gov/grants/logo-art/>




Grant Resources x +

← → ↻ 🏠 ⓘ Not secure | https://resources.ca.gov/grants/logo-art/

LOGO ARTWORK ×



- [Proposition 64 \[JPG\]](#)
- [Proposition 64 \[PDF\]](#)
- [Proposition 64 \[PNG\]](#)
- [Proposition 64 \[TIF\]](#)
- [Proposition 64 \[AI\]](#)



- [Proposition 68 \[JPG\]](#)
- [Proposition 68 \[PDF\]](#)
- [Proposition 68 \[PNG\]](#)



Deed Restriction

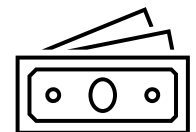


- Safeguards the property for purposes consistent with the GRANT for the CONTRACT PERFORMANCE PERIOD.
- If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments.
- If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.
- A Deed Restriction is not required if the GRANTEE does not own the PROJECT land.
- OGALS will email the Deed Restriction for the GRANTEE to complete.
- OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.



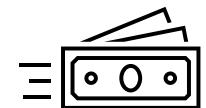
Grant Payments

- May be requested after a PROJECT is approved and the contract is encumbered
- Processed through the State Controller's Office and mailed six to eight weeks from the approval date
- Limited to 25% of the PROJECT amount prior to groundbreaking
- 20% of the PROJECT amount is retained for the final reimbursement
- A deed restriction is required prior to processing any payments
- **Group costs together to avoid frequent payment requests**
- If match is required, show eligible costs equal to 125% of the requested payment
- Complete CEQA needed before requesting any construction reimbursement
- Provide a sample timesheet when requesting reimbursement for in-house employee services
- Provide bid summary documents for costs on contracts requiring a bid process
- Provide construction progress photos, with a photo of the construction sign on the PROJECT site, with construction payment requests.



Payment may be withheld if there are outstanding issues:

- breach of any other contract with OGALS
- an unresolved audit exception
- an outstanding conversion
- park sites closed or inadequately maintained
- overdue Project Status Reports
- other unmet grant requirements



Payment Request Form

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form is required with all reimbursement and final payment requests.



Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
6. PAYMENT INFORMATION (Round all figures to the nearest dollar)			
a. Grant Project Amount		\$	
b. Funds Received To Date		\$	
c. Available (a. minus b.)		\$	
d. Amount Of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION			
I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Grant Expenditure Form

- All payment requests require a summary of costs incurred.
- An electronic version of the grant expenditure form is available on OGALS website.
- GRANTEES may use their own spreadsheet if it contains the required information.
- Keep copies of invoices or warrants with the PROJECT records, don't forward to OGALS unless requested.



Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](http://www.parks.ca.gov/grants) is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/ Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
------------------------	---------	--------------	------------	-------------------------------	---------------------------

PRE-CONSTRUCTION Subtotal (5)	\$
Construction Subtotal (6)	\$
Grand Total (5) + (6)	\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion

- Submit PROJECT COMPLETION PACKETS by March 31, 2024
- OGALS encourages digital submission of documents, as .pdf files.
- The final payment will be processed after PROJECT COMPLETION and the following occurs:
 - Approval of the PROJECT COMPLETION PACKET
 - Site inspection by the PROJECT OFFICER



Project Completion Packet



- Payment Request Form
- Grant Expenditure Form
- Final Funding Sources Form
- GHG Emissions Reduction Worksheet
- Project Completion Certification Form
- Photo of the bond act sign and location
- Recorded Deed Restriction, if not already provided
- Completed CEQA, if not already provided

- Notice of Completion (optional)
- Audit checklist with items checked

Acquisition PROJECTS also require:

- Copy of the recorded deed to the property
- Map sufficient to verify the description of the property including parcel numbers and acreage
- Copy of title insurance policy
- Copy of title report for retention



Project Certification Form

Notice of Completion not required; OGALS just needs to know if one was filed.

Do not sign until the project is complete and final payment has been made for all work done.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?

Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered.
- GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer.
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds must be spent within six months.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.
- ADVANCES must be cleared within six months. They should be cleared as costs are incurred.



Advance Justification

- Explain why an ADVANCE is needed instead of a reimbursement. Describe any hardships your agency will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid.
- The six-month schedule should begin six to eight weeks after ADVANCE request is submitted.
- A funding plan, indicating how your agency intends to cash flow the costs exceeding the 50% ADVANCE limit.
- A statement that your agency will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.



Grant Contract Face Sheet

Contract will be sent to grantee after applications have been approved for full contract amount

Grant Performance Period: Period in which the PROJECT must be constructed.

Contract Performance Period: Period in which the PROJECT must be maintained and open to the public.



Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Sample Grant Contract
Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

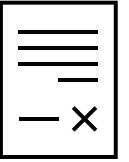
AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)						
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION				
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER				
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX		Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.						
SIGNATURE OF ACCOUNTING OFFICER					DATE	

Contract Provisions Highlights



- **B.1.** Submit a written request if you need to make a change to the grant scope. OGALS must provide written approval of any changes.
- **C.2.** OGALS may make reasonable changes to procedures in the Procedural Guide and will notify your agency within a reasonable time.
- **D.2.** Return project status reports within 30 days after OGALS has sent it. And, submit your completion packet within 60 days of project completion or the end of the grant performance period, whichever is earlier.
- **F.** If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, OGALS has the option to cancel or reduce the amount of the contract.
- **G.** The state will not be liable for any injuries or lawsuits related to the project.
- **H.1.** Maintain all records for the project and make them available for an audit at reasonable times. Retain all documents for five years after project completion.
- **I.1.** Your agency will operate and maintain the property acquired or developed for the duration of the Contract Performance Period.
- **J.2.** Your agency shall not discriminate on the basis of residence, except reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
- **N.** Grant funds cannot be used for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) a recorded subordination agreement provided and approved by OGALS.



Accounting and Audits



All PROJECT records must be retained for five years after final payment is issued.

- Provide an employee having knowledge of the PROJECT and its records to assist the DPR auditor.
- Provide accounting data that clearly records costs incurred and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, with the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.)
- Keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.



Audit Checklist

Keep a copy handy with your project records.



Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10 year history
- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

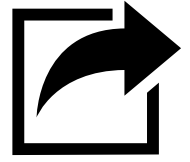
- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*



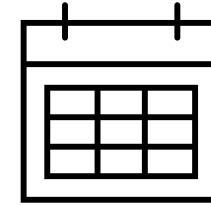
Allocation Transfer

Entities may transfer their Per Capita allocation to another entity, provided that the following requirements are met:

- All required documentation must be submitted by December 2021.
- The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.
- The recipient must be eligible to receive Per Capita funds and have submitted a resolution to receive their Per Capita funds.
- The recipient must also submit a resolution authorizing the receipt of the other entities' funds; the resolution must state the donor and the transferred amount.



What's Next?



- Pass Resolution
- Identify project(s)
- Submit application package by December 2021
- Execute contract by June 2022
- Project completion by December 2023
- Submit completion package by March 2024



“...to address California’s diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.”

-- The mission of the Office of Grants and Local Services

<https://www.surveymonkey.com/r/PerCapitaWorkshopSurvey>



Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX		Funding Source	OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed
(hereinafter referred to as “Owner(s)” is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the “Property”); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as “DPR”) is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the “PRC”). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR’s Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as “Grant”) for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Business Name (if property is owned by a business):

Additional signature, if required Date

Print Name and Title



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 09/28/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE A PRESENTATION ON REQUIREMENTS OF THE DRAFT NEW MS4 PERMIT; CONSIDER THE EVALUATION OF THE REQUIREMENTS BY MCGOWN CONSULTING; AND PROVIDE DIRECTION TO STAFF ON PARTICIPATING IN THE PENINSULA ENHANCED WATERSHED MANAGEMENT PROGRAM (EWMP).

DATE: September 28, 2020

BACKGROUND:

The current Municipal Separate Storm Sewer System (MS4) permit issued by the Los Angeles Regional Water Quality Control Board (Regional Board) went into effect in December 2012. The Regional Board is required to issue a new permit every five years. In July 2020, the Regional Board held a special meeting to discuss the timing of issuing a new MS4 permit. McGowan Consulting (McGowan) has been tracking the new permit on behalf of the City. McGowan provides summaries of Regional Board meetings discussing the draft permit. The Tentative Permit was released on August 24, 2020 and based on recent Regional Board discussions, the new permit is expected to be adopted sometime between February and April 2021.

DISCUSSION:

In January 2020, in anticipation of the release of the Tentative Permit, and on behalf of the City, McGowan requested the Regional Board to allow Permittees not participating in an Enhanced Watershed Management Program (EWPP) or Watershed Management Program (WMP) to be deemed in compliance with TMDLs for the tributary areas with regional projects capturing the 85th percentile, 24-hour storm runoff volume (required volume). This request was not accommodated.

In September 2020, McGowan reported that the Tentative Permit explicitly states the following:

"Los Angeles County Permittees that were on baseline requirements of the 2012 Los Angeles County MS4 Permit [e.g., Rolling Hills] may join an existing Watershed Management Program but may not develop a new individual Watershed Management Program."

If the City does not join an EWMP, the City will be required by the new permit to conduct compliance monitoring at a location at its jurisdictional boundary rather than measuring compliance at one of the

joint Peninsula monitoring locations. With City Council's approval of the new monitoring location for Machado Lake Nutrient TMDL in the Sepulveda Canyon, the City could satisfy this requirement. The bigger issue with this new provision of the draft permit is that if the monitoring results at the Sepulveda Canyon location does not comply with the numeric limits established by the Regional Board, the City would be deemed out of compliance with the MS4 permit. However, if the City joins a EWMP, the City would be afforded compliance while regional projects are planned to address impairment in the Machado Lake and other bodies of water accepting the City's runoff.

The Peninsula Watershed Management Group (WMP) comprised of Palos Verdes Estates, Rolling Hills Estates, Rancho Palos Verdes, and the unincorporated areas of Los Angeles County are reviewing a revised Memorandum of Understanding (MOU) that re-establishes the EWMP relationship between these agencies based on the requirements of the current MS4 permit and incorporating provisions of the Tentative Permit. The WMP is working towards finalizing the MOU in the next 30-60 days. If the City should decide to join the Peninsula EWMP, the cost would be approximately \$30-35K to join now and \$65-\$70K to in April 2021 (anticipated new MS4 permit adoption).

McGowan provided the City with a detailed analysis of the pros and cons of joining and not joining a EWMP. McGowan also provided an analysis of the pros and cons of joining a EWMP now versus when the new MS4 permit is adopted.

FISCAL IMPACT:

Depending on the City's Council directive to staff, the City would need to program an additional \$30K - \$70K to participate in a EWMP. Depending on the timing of joining a EWMP, the City could use Measure W to offset the additional expense.

RECOMMENDATION:

Staff recommends that the City Council (1) receive a presentation on the draft new MS4 permit requirements; (2) consider the pros and cons on possible City actions evaluated by McGowan Consulting, and (3) provide direction to staff.

ATTACHMENTS:

[AgendaSpecialJulyBoardMeeting.pdf](#)

[LARWQCB_SpecialMeeting_2020-07-02_w_20-07-09_Item14.pdf](#)

[LARWQCB_Meeting_Summary_2020-09-10 - Peninsula.pdf](#)

[WMP_Decision_2020.09.28\(draft2\).pptx](#)

[RH_WMP_Decision_memo_2020-09-24.pdf](#)

Los Angeles Regional Water Quality Control Board

Notice of Public Meeting 634th Board Meeting

Thursday, July 2, 2020

9:00 a.m.

No Physical Meeting Location

Authorized by and in furtherance of Executive Orders
[N-29-20](#) and [N-33-20](#)

Video and Teleconference Meeting Only During COVID-19 Emergency

As a result of the COVID-19 emergency and the Governor's Executive Orders to protect public health by limiting public gatherings and requiring social distancing, this meeting will occur solely via remote presence.

For those who only wish to watch the meeting, the customary webcast remains available at <https://cal-span.org/> and should be used UNLESS you intend to comment.

For those who wish to comment on an agenda item or are presenting to the Board, additional information about participating telephonically or via the remote meeting solution is available here:
https://www.waterboards.ca.gov/losangeles/board_info/remote_meeting/index.html

IRMA MUÑOZ, CHAIR | RENEE PURDY, EXECUTIVE OFFICER

320 West 4th St., Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

Agenda

The Los Angeles Regional Water Quality Control Board (Los Angeles Water Board or Board) strives to conduct an accessible, orderly, and fair meeting. The Chair of the Board will conduct the meeting and establish appropriate rules and time limitations for each agenda item. The Board will only act on items designated as action items. Action items on the agenda are staff proposals and may be modified by the Board as a result of public comment or Board member input. Additional information about Board meeting procedures is included after the last agenda item.

Generally, the Board accepts oral comments at the meeting on agenda items and accepts written materials regarding agenda items in advance of the meeting. For some items requiring public hearings, written materials and oral comments will be accepted only according to the procedures set forth in a previously issued public notice for the agenda item. To ensure a fair hearing and that the Board Members have an opportunity to fully study and consider written material, unless stated otherwise, written materials must be provided to the Executive Officer **not later than 5:00 p.m. on June 25, 2020. Please consult the agenda item description because certain items may have an earlier deadline for written materials. If you are considering submitting written materials, please consult the notes at the end of the agenda. Failure to follow the required procedures may result in your materials being excluded from the administrative record; however, failure to timely submit written materials does not preclude a person from testifying before the Board.**

If a person intends to use a PowerPoint presentation or other visual aids, they must be received by the Los Angeles Water Board's IT Department, to the attention of Khalid.Abdullah@waterboards.ca.gov, at least 48 hours prior to the meeting **and will not be accepted after that time.**

Note that public comments on agenda items will be limited to 3 minutes unless directed otherwise by the Board Chair or previously approved by the Executive Officer in writing.

INTRODUCTORY ITEMS

1. Roll Call

OTHER BUSINESS

2. The Los Angeles Water Board will discuss the timing of the Board's issuance of the Regional Municipal Separate Storm Sewer System (MS4) Permit for Los Angeles and Ventura counties, considering, in particular, the COVID-19 emergency and upcoming TMDL implementation deadlines. Permittees and other stakeholders are invited to comment on the timing of permit issuance. The Board will provide input to staff on the timing of permit issuance. Unless previously approved by the Executive Officer in writing, individual comments will be subject to a time limit of 3 minutes or less, depending on the number of persons wishing to speak. Persons wishing to speak should contact Ivar Ridgeway at: Ivar.Ridgeway@waterboards.ca.gov at least 1 week in advance of the meeting.

CLOSED SESSION

3. As authorized by Government Code section 11126, the Los Angeles Water Board will be meeting in closed session. Closed session items are not open to the public. Items the Board may discuss include the items below. [Tamarin Austin (TA) (916) 341-5171; Jennifer Fordyce (JF) (916) 324-6682; David Coupe (DC) (510) 622-2306; Sophie Froelich (SF) (916) 319-8557; Adriana Nuñez (AN) (916) 322-3313]

Litigation filed against the Los Angeles Regional Water Quality Control Board (Gov. Code, § 11126, subd. (e)(2)(A).)

- a. *Balcom Ranch v. State Water Resources Control Board and Los Angeles Regional Water Quality Control Board*, Ventura County Superior Court, Case No. 56-2012-00419048-CU-MC-VTA [Challenging assessment of administrative civil liability in Order on Complaint No. R4-2010-0023]. (DC)
- b. *City of Duarte v. State Water Resources Control Board and Los Angeles Regional Water Quality Control Board*, Orange County Superior Court, Case No. 30-2016-00833614-CU-WM-CJC (appeal pending, California Court of Appeal, Fourth District, Case No. G058539) [Challenging the Los Angeles County MS4 Permit, Order No. R4-2012-0175]. (JF)
- c. *Natural Resources Defense Council and Los Angeles Waterkeeper v. State Water Resources Control Board and Los Angeles Regional Water Quality Control Board*, Los Angeles County Superior Court, Case No. BS156962 [Challenging the Los

Angeles County MS4 Permit, Order No. R4-2012-0175; remand on anti-degradation claim]. (JF)

- d. *City of Gardena v. Los Angeles Regional Water Quality Control Board and State Water Resources Control Board*, Orange County Superior Court, Case No. 30-2016-00833722-CU-WM-CJC (appeal pending, California Court of Appeal, Fourth District, Case No. G058540) [Challenging the Los Angeles County MS4 Permit, Order No. R4-2012-0175]. (JF)
- e. *Wayne Fishback v. Michael D. Antonovich et al.*, United States District Court for the Central District of California, Case No. 2:15-cv-05719 [Seeking preliminary injunction, alleging violations of procedural and substantive due process and other claims for relief]. (DC)
- f. *Fishback et al. v. County of Los Angeles et al.*, Los Angeles County Superior Court, Case No. PC056481 [Alleging violations of procedural and substantive due process, violations of the state and federal takings clauses, and other claims for relief]. (DC)
- g. *CraneVeyor Corporation v. California Regional Water Quality Control Board, Los Angeles Region*, Los Angeles County Superior Court, Case No. 18STCP02611 [Challenging Order No. R4-2018-0032 issued pursuant to Water Code section 13267]. (AN)
- h. *General Electric Real Estate Equities, Inc. v. Regional Water Quality Control Board*, Los Angeles County Superior Court, Case No. 19STCP00207 [Challenging issuance of Cleanup and Abatement Order No. R4-2017-0075]. (TA)
- i. *Franzen v. Los Angeles Regional Water Quality Control Board, et al.*, Los Angeles County Superior Court, Case No. 20STCP01151 [Challenging Order No. R4-2019-0092, issued pursuant to Water Code section 13267]. (TA)

Litigation filed by the Los Angeles Regional Water Quality Control Board against other parties (Gov. Code, § 11126, subd. (e)(2)(A).)

- j. *State Department of Finance, State Water Resources Control Board and Los Angeles Regional Water Quality Control Board v. Commission on State Mandates*, California Court of Appeal, Second District, Case No. B292446 [Challenging the Commission's decision that portions of the 2001 Los Angeles County MS4 permit created unfunded state mandates]. (JF)
- k. *California Regional Water Quality Control Board, Los Angeles Region v. San-Cheng Lai; et al.*, Los Angeles County Superior Court, Case No. BC707671 and related actions [seeking injunctive relief to enforce compliance with Cleanup and Abatement Order No. R4-2015-0129 and civil liability for violations of California Water Code section 13304]. (SF)

Petitions for Review of Los Angeles Regional Water Quality Control Board actions filed with the State Water Resources Control Board (Gov. Code, § 11126, subd. (e)(2)(A).)

- l. In re: Petition of Natural Resources Defense Council, Los Angeles Waterkeeper, and Heal the Bay for Review of Executive Officer's Action to Conditionally Approve Nine WMPs Pursuant to the 2012 MS4 Permit, SWRCB/OCC File A-2386 [Challenging the Executive Officer's approval, with conditions, of nine Watershed Management Programs (WMPs) pursuant to the Los Angeles County MS4 Permit, Order No. R4-2012-0175]. (AN/JF)
- m. In re: Petition of Los Angeles Waterkeeper and NRDC for Review of Executive Officer's Action to Approve the North Santa Monica Bay EWMP, SWRCB/OCC File A-2477 [Challenging the Executive Officer's approval of the North Santa Monica Bay EWMP pursuant to the Los Angeles County MS4 Permit, Order No. R4-2012-0175]. (AN/JF)
- n. In re: Petition of Natural Resources Defense Council and Los Angeles Waterkeeper for Review of Los Angeles Regional Water Quality Control Board's September 7 Vote to Take No Further Action to Review Executive Officer's Approval of the North Santa Monica Bay Enhanced Watershed Management Program Pursuant to the L.A. County MS4 Permit, SWRCB/OCC File A-2508 [Challenging the Los Angeles Water Board's decision to not review the Executive Officer's approval of the North Santa Monica Bay EWMP pursuant to the Los Angeles County MS4 Permit Order No. R4-2012-0175]. (AN/JF)

Test Claims filed with the Commission on State Mandates (Gov. Code, § 11126, subd. (e)(2)(A).)

- o. In re: Los Angeles Region Water Permit – Ventura County, Commission on State Mandate Test Claim No. 110-TC-01 [Regarding a test claim filed by Ventura County Watershed Protection District and the County of Ventura alleging that portions of Order No. R4-2010-0108 created unfunded state mandates]. (JF)
- p. In re: Los Angeles Region Water Permit – Cities of Los Angeles County, Commission on State Mandate Test Claim No. 13-TC-01 [Regarding a test claim filed by several cities within Los Angeles County alleging that portions of Order No. R4-2012-0175 created unfunded state mandates]. (JF)
- q. In re: Los Angeles Region Water Permit – County of Los Angeles, Commission on State Mandate Test Claim No. 13-TC-02 [Regarding a test claim by the County of Los Angeles and Los Angeles County Flood Control District alleging that portions of Order No. R4-2012-0175 created unfunded state mandates]. (JF)

Other matters

- r. Consultation with counsel about:
 - i. A matter which, based on existing facts and circumstances, presents significant exposure to litigation against the Los Angeles Water Board

(Government Code section (Gov. Code, § 11126, subd. (e)(2)(B).); (TA/SF/AN) or

- ii. A matter which, based on existing facts and circumstances, the Los Angeles Water Board is deciding whether to initiate litigation (Gov. Code, § 11126, subd. (e)(2)(C).) (TA/SF/AN)

1)*In re City of Maywood* [to consider matters pertaining to whether to initiate litigation and seek relief for alleged violations of State Water Resources Control Board Order No. 2006-0003-DWQ, following referral to the California Attorney General's Office on March 8, 2018, Resolution R18-001]. (SF)

- iii. Consideration of the appointment, employment, or evaluation of performance about a public employee. (Gov. Code, § 11126, subd. (a).) (TA/SF/AN)
- iv. To deliberate on a decision to be reached in a proceeding required to be conducted pursuant to Chapter 5 (commencing with Section 11500) or similar provisions of law. (Gov. Code § 11126, subd. (c)(3).) (TA/SF/AN)

4. Adjournment of current meeting (The next regular meeting of the Board will be held on July 9, 2020, beginning at 9:00 a.m.)

NOTES ON AGENDA

Ex Parte Communications

An ex parte communication is a communication to a board member from any person, about a pending matter, that occurs in the absence of other parties and without notice and opportunity for them to respond. The California Government Code prohibits the board members from engaging in ex parte communications during permitting, enforcement, and other “quasi-adjudicatory” matters. Ex parte communications are allowed on pending general orders (such as general waste discharge requirements, general waivers, and general Clean Water Act section 401 water quality certifications) subject to the disclosure requirements of Water Code section 13287 (for further information and disclosure forms, please visit http://www.waterboards.ca.gov/losangeles/laws_regulations/). The Los Angeles Water Board discourages ex parte communications during rulemaking and other “quasi-legislative” proceedings. The ex parte rules are intended to provide fairness, and to ensure that the board's decisions are transparent, based on the evidence in the administrative record, and that evidence is used only if stakeholders have had the opportunity to hear and respond to it. Ex parte rules do not prevent anyone from providing information to the water boards or requesting that the water boards take an action. They simply require that the information come into the record through proper channels during a duly noticed, public meeting. A board member who has engaged or been engaged in a prohibited ex parte communication will be required to publicly disclose the communication on the record and may be disqualified from participating in the

proceeding. For more information, please look at the ex parte questions and answers document found at www.waterboards.ca.gov/laws_regulations/docs/exparte.pdf.

Procedures

The Los Angeles Water Board follows procedures established by the State Water Resources Control Board. These procedures are established in regulations commencing with section 647 of title 23 of the California Code of Regulations. The Chair may establish specific procedures for each item, and consistent with section 648, subdivision (d) of title 23 of the California Code of Regulations may waive nonstatutory provisions of the regulations. Generally, all witnesses testifying before the Los Angeles Water Board must affirm the truth of their testimony and are subject to questioning by the Board Members. The Board does not, generally, require the designation of parties, the prior identification of witnesses, or the cross examination of witnesses. Generally, speakers are allowed three minutes for comments. Any requests for an alternate hearing process, such as requesting additional time to make a presentation, should be made to the Executive Officer in advance of the meeting, and under no circumstances later than 5:00 p.m. on the Thursday preceding the Board meeting. The provisions of this paragraph shall be deemed superseded to the extent that they are contradicted by a hearing notice specific to an agenda item.

Submission of Written Materials

Written materials (whether hand-delivered, mailed, or e-mailed) ***must be received prior to the relevant deadline*** established in the agenda and public notice for an item. If the submitted material is more than 10 pages or contains foldouts, color graphics, maps, or similar items, 12 copies must be submitted prior to the relevant deadline.

Failure to comply with requirements for written materials is grounds for the Chair to refuse to admit the proposed written testimony or exhibit into evidence. (Cal. Code Regs., tit. 23, § 648.4, sub. (e).) The Chair may refuse to admit written testimony or exhibit into evidence unless the proponent can demonstrate why he or she was unable to submit the material on time or that compliance with the deadline would otherwise create a hardship. In an adjudicatory matter, where there is a showing of prejudice to any party or the Board from admission of the written testimony, the Chair may refuse to admit it.

Administrative Record

Material presented to the Board as part of testimony that is to be made part of the record must be left with the Board. This includes photographs, slides, charts, diagrams, etc. All Board files pertaining to the items on this Agenda are hereby made a part of the record submitted to the Los Angeles Water Board by staff for its consideration prior to action on the related items.

Accessibility

Individuals requiring special accommodations or language needs should contact Rosie Villar at (213) 576-6630 or Rosie.Villar@waterboards.ca.gov at least ten working days

prior to the meeting. TTY/TDD Speech-to-Speech users may dial 7-1-1 for the California Relay Service.

Availability of Complete Agenda Package

A copy of the complete agenda package is available for examination by appointment at the Los Angeles Water Board Office during regular working hours (8:00 a.m. to 5:00 p.m. Monday through Friday) beginning 10 days before the Board meeting. Questions about specific items on the agenda should be directed to the staff person whose name is listed with the item.

Continuance of Items

The Board will endeavor to consider all matters listed on this agenda. However, time may not allow the Board to hear all matters listed. Matters not heard at this meeting may be carried over to the next Board meeting or to a future Board meeting. Parties will be notified in writing of the rescheduling of their item. Please contact the Los Angeles Water Board staff to find out about rescheduled items.

Challenging Los Angeles Water Board Actions

Pursuant to Water Code section 13320, any aggrieved person may file a petition to seek review by the State Water Resources Control Board of most actions taken by the Los Angeles Water Board. A petition must be received by State Water Resources Control Board, Office of Chief Counsel, Attention: Adrianna Crowl, 1001 I Street, 22nd Floor, Sacramento, CA, 95814, within 30 days of the action. Instructions for filing water quality petitions are located on the State Water Resources Control website at https://www.waterboards.ca.gov/public_notices/petitions/water_quality/wqpetition_instr.s.html

Los Angeles Regional Water Quality Control Board

July 2, 2020 Web-based Special Topic Meeting

[unofficial meeting notes by Susan Robinson/McGowan Consulting]

This was a special meeting held separately from the Regional Board's regularly scheduled monthly meetings specifically to discuss the timing of adoption and issuance of the Regional MS4 Permit.

1. Opening Board Member Comments:

- a. The Board members discussed their sensitivity to the impacts of Covid-19 and the civil unrest movement on Permittees, and the purpose of the meeting was to hear from cities on specific challenges they are facing.
- b. Board Member Stringer expressed concern over a delay in the issuance of the Permit as it is already long overdue, and he made the point that the Board wants to remain focused on the Permitting process and the specific impacts affecting municipalities abilities to participate in this process vs. the impacts to Stormwater Program implementation.
- c. Board Member Stahl wanted to make sure that all comments (specifically the 30 letters submitted by the regulated community on the working draft of the next Regional Permit) were heard and believes a Permit should be adopted within the calendar year.

2. Public Comment:

- a. There were over 40 commenters consisting of LA County, LA County Flood Control District, representatives from Los Angeles and Ventura County municipalities, and NGOs.
- b. Most of the agencies that spoke expressed concerns over FY1920 and FY2021 revenue losses and consequent budget deficits due to decreased sales tax, hotel occupancy tax, gas tax. Many of the cities are having to limit operations to essential services and to furlough or divert staff. Most of the cities are implementing a hiring freeze.
- c. There was concern expressed by a few cities that the 2012 Permit is currently under appeal and that the ultimate decision could affect the Regional MS4 Permit.
- d. Ventura County expressed concern that Covid-19 has limited their ability to work through the Permit process due to staff losses and budget cuts.
- e. Many municipalities requested the Board set an effective date for the Permit as July 1, 2021 to align it with fiscal year and reporting timelines, and to work backward from this date [FYI – there are approximately 50 days between Permit adoption and effective date].
- f. There was some discussion/commentary that underserved communities are having difficulty participating in the process given lack of access to the internet and that the Board needs to pause and figure out how to facilitate participation by all communities.
- g. LA Waterkeeper and Heal the Bay did not oppose a delay in issuance of the Regional MS4 Permit but urged the Board that the final product should be “simple, measurable, enforceable and accessible”.

3. Regional Board Staff Presentation:

- a. Jenny Newman, Assistant Executive Officer, gave a brief summary of the Regional MS4 Permit development process to-date, highlighting the many opportunities provided for stakeholder engagement.
- b. Board staff acknowledges there is expected to be sales tax revenue decreased between 26-38% in 2021 which will affect operating budgets; however, they feel that a delay in issuance of the Permit would not resolve key issues.
- c. A delay in Permit adoption would not provide regulatory relief to Permittees as the 2012 Permit is currently in place and needs to be complied with. In addition, TMDL extensions cannot benefit Permittees until they are included in an *effective* Permit, and the expired 2012 Permit cannot legally be revised to include extended final TMDL deadlines. Therefore, a delay in issuance of the Regional MS4 Permit would only delay the delivery of TMDL deadline extensions.

- d. Board staff is planning to bring a proposal for reopening TMDLs to the Board in the near future. The Permit process and the TMDL re-openings will occur separately but simultaneously.
 - e. Board staff is open to delaying the effective date of the Regional MS4 Permit to July 1, 2021 to align with fiscal year and reporting timelines if that is the Board's preference.
 - f. Board staff recommends the release of a tentative draft Regional MS4 Permit (including the Fact Sheet) within the next 4-6 weeks to allow a formal public comment period to commence. They propose extending the comment period from 30 days to 60 days and they plan to hold at least one public workshop during this comment period.
 - g. Once public comment period is over, Board staff would then revisit the question on timing of issuance of the Permit.
4. Board Member Discussion:
- a. Board Member Guzman asked for clarification of the difference between adoption date and effective date—the effective date is typically set to be 50 days following adoption.
 - b. Board Member Stringer “still had a lot of questions” about what aspects of the current situation are preventing Permittees from engaging in the Permit adoption process. That is different than how Covid-19 is affecting Permittees ability to implement the Permit. What has the Board done to really understand the impacts of Covid-19 on communities that don't have consultants to address these issues for them?
 - c. Board Member Stahl would like to see a permit enacted this year, but not the permit currently before the Board. He has reviewed the 31 letters submitted on the working draft permit and the comment letters from City of LA and Ventura County have focused his thoughts on how to collaborate with municipalities without compromising water quality. Also in a more recent letter submitted by Ventura which provides reference to USEPA guidance that allows a short term period to focus on action-based compliance.
 - d. Vice Chair Yee: Agrees that getting the tentative permit out soon is a good idea. If the permit includes an effective date of July 1, 2021 then does that mean that the Board needs to consider a string of Basin Plan Amendments before then? A July 1, 2021 effective date seems to make a lot of sense for Ventura County.
 - e. Board Member Stahl: Thinks it is important to consider Ventura County needs but wants to be sure that the same provisions are available to all Permittees in the region. Wants to hear more feedback from Arne Anslem/Ventura and Shahram Kharaghani/City of LA.
 - f. Sophie Froelich, Counsel for Regional Board made the statement that the State Board has modified expired permits in the past, although counsel typically advises against this. Nevertheless, TMDLs do need to be modified first before modifying the Permit.
 - g. Chair Munoz was not prepared to vote on a permit adoption schedule today and suggested the Board members take a week to contemplate the discussion heard during this meeting and come to the regularly scheduled July 9th meeting with direction for Board staff.
 - h. Most of the Board members agreed with Board staff's recommendation to release the tentative draft Permit within 4-6 weeks to allow the public to begin reviewing it. Chair Munoz deferred to the majority. It was agreed to have a follow-up discussion at the regular Board meeting on July 9th to allow Board members to share their reflections on the day's testimony.
 - i. Board Member Stahl wanted to be sure it was understood that issuing the tentative permit in no way prejudices the schedule for adopting the Permit and does not preclude an extension.

Los Angeles Regional Water Quality Control Board

July 9, 2020 Regular Meeting

[unofficial notes by Kathleen McGowan/McGowan Consulting

Summarizing only Item 14 Regional Board Members' Reflections on the July 2, 2020 Special Meeting]

Item 14: Regional Board Members' Reflections on July 2, 2020 Special Board Meeting

1. Vice Chair Yee: Expressed gratitude for all the work that went into the July 2nd meeting and everyone who testified.
 - a. Key takeaways: everyone expressed uncertainty over what has been happening with Covid-19 and even since that meeting things have become more uncertain with increases in cases. Noted that municipal staff that would normally work on water quality have been diverted to work on Covid. Permittees expressed the need for more workshops. Some were worried about falling out of compliance. Most people were asking for a delay with an effective date of July 1, 2021.
 - b. If Board was to delay until July 1, 2021, how many Basin Plan Amendments would be needed to fall into line with that next permit?
 - c. Renee Purdy: Staff has already begun internally looking at TMDLs that are coming due in 2021. They can bring this as a single basin plan amendment to revise multiple TMDLs with a single action. If Board staff are only revising the schedule component, it takes about 9 months to go through the process on a fairly fast track, including time for State Board and Office of Administrative Law to approve. USEPA will not need to approve a TMDL modification consisting of only a schedule change.
 - d. Vice Chair Yee: What is the increase in workload for staff to do this?
 - e. Jenny Newman: it is a 50% increase in workload for the Regional Programs Section, about 7-8 staff are working on this, plus lawyers and Jenny and Renee.
2. Board Member Guzman:
 - a. When was Board staff originally planning to bring the permit for consideration for a vote?
 - b. Renee Purdy: goal has slipped a couple of times. Realistically it would be a December or February 2021 adoption without any additional delays.
 - c. Guzman: so if you add 50 days for an adopted Permit to become effective, then that would be April, so to make the permit go into effect in July 2021, the difference is about two months. And there is a lot that could conceivably be accomplished in terms of outreach with this extra time. Real meat of the matter is the TMDL deadlines, and this can be addressed outside of the MS4 Permit approval timeline, so that provides the time that Permittees are requesting.
 - d. Renee Purdy: agrees, that is correct.
 - e. Boardmember Guzman is also very concerned about the fiscal concerns of permittees, so wants to be sure that we do something productive with the extra two months.
3. Board Member Stahl:
 - a. Agrees with Vice Chair Yee and Board Member Guzman. Felt that the Board was able to really listen at the July 2nd meeting and that more workshops will allow the Board to listen and further collaborate with all the Permittees and not just the consultants and interest groups. Is leaning toward the one-year extension but agrees with Board Member Guzman that we need to define what we will do with that time.
 - b. Jenny Newman: wants to clarify that it is the TMDL deadline extension process that causes the 50% increase in staff workload. There are many Regional Programs Section programs that will not receive attention due to this. She recommends that rather than working back from an end date, they start moving forward by issuing the tentative order, and having more workshops, and then see where we end up [Renee Purdy nodded agreement].
4. Chair Munoz:
 - a. The economic situations summarized in Permittee's testimonies are going get worse because things are not getting better with Covid-19. Thinks that on July 2nd the Permittees felt that the Board was

truly listening and this is different than other MS4 Permits. Still thinks there are many permittees that have not been heard from. She doesn't want the Board to put themselves in the position of being sued again for lack of consideration of economic issues. Chair Munoz wants a permit that is doable that is manageable that includes provisions that address water quality issues effectively. We need to work together on this.

5. Additional Speakers:

- a. Paul Alva/Los Angeles County: Provided presentation on the recently completed Franklin D. Roosevelt Park Stormwater Capture Project
- b. Arne Anslern/Ventura County and co-permittees: Advocated for BMP-based compliance and a permit that is developed collaboratively and can be complied with.
- c. Shahram Kharaghani/City of LA: The 2012 permit made great strides but can be improved, believes that the permit needs to be implementable & achievable. Covid-19 has impacted the city's financial condition, Safe Clean Water program is the only source of funding to build water quality projects. The City has proposed permit language and an approach that would use Measure W funds to achieve compliance while holding the City of LA accountable. The approach is a list of projects that would be developed through a stakeholder driven process, so that compliance is tied to implementation of actions.
- d. Glen Kao/Norwalk: City of Norwalk requests delay of permit adoption as previously discussed. City should not be subject to a metals TMDL because they are not on the list. City should not be subject to the bacteria TMDL due to the high flow suspension. TMDLs are not subject to credible economic considerations. City is still suffering under Covid-19 and requests permit adoption be delayed for one year.
- e. Rich Watson/Los Cerritos Channel Watershed: Recommends a 5-year extension on TMDL deadlines. Recommends adjustment to monitoring approach for wet weather focusing on representative storms as defined in USEPA guidance on representative monitoring (1992). Depth and duration of the storm sampled should not vary by more than 50% from the average storm and durations.
- f. Ray Tahir/TECS Environmental: commented on misapplication of the Los Angeles River and San Gabriel River TMDLs in WQBELs for 41 cities.
- g. Travis Van Ligten/Rutan & Tucker, Attorney: Recommends that the Board not release the tentative order because it did not release the Fact Sheet with the working proposal. Instead of releasing a draft tentative permit with 60-day review period, which would give insufficient time for review of the Fact Sheet, release another working proposal with a Fact Sheet and can use the extra time to review/discuss the Fact Sheet. There is precedence for amending expired permits and the Board has the ability to provide relief from the 2021 TMDL deadlines by reopening the existing 2012 permit.
- h. Analisa Moe/Heal the Bay: Advocating against resetting TMDL deadlines. Challenges like Covid-19 and social unrest are opportunities not reasons to delay. Surface water quality is a public health issue that cannot wait. Nature based solutions can do all of this and can be implemented now. Wants a permit that is measurable and enforceable
- i. Corey Bell/NRDC, program attorney: NRDC is working with NGOs across the country to try to secure funding to construct green infrastructure projects. The Board should not conflate a delay in adoption of the next permit with delay in compliance. Permittees have not been taking their TMDL permit obligations seriously even before Covid-19. NRDC wants an enforceable, transparent and measurable permit and believes "People who live in low-income communities don't deserve dirty water".
- j. Kelly Clark/LA Waterkeeper, attorney: There should be no backsliding of water quality standards as water quality is a public health issue. Covid-19 should not excuse cities from TMDL deadlines. They are proud of the work that got Measure W passed, but it was never meant to cover the full cost of compliance. The next MS4 Permit needs to include more consistent data reporting standards.

Los Angeles Regional Water Quality Control Board

September 10, 2020 Meeting

Item 11 - Tentative Regional MS4 Permit

[summary notes on Item 11 by McGowan Consulting]

1. Regional Board Staff Update Presentation on tentative Regional MS4 Permit (Tentative Permit) released on August 24, 2020 (by Renee Purdy/Executive Officer and Jenny Newman/Assistant Executive Officer):
 - a. Regional Board staff have made structural/organizational changes along with many other revisions in response to stakeholder input on the previous unofficial “Working Proposal” of the next Regional Permit that was sent out in December 2019.
 - i. There were 37 comment letters submitted on the Working Proposal containing about 800 individual comments
 - ii. Over sixty (60) one-on-one meetings have been held with stakeholders
 - b. Some key changes made in response to comments include:
 - i. Regional Board staff refined the pollutant reporting limits to be required for the monitoring programs by reaching out to several local analytical labs to get information on minimum reporting limits achievable under USEPA-approved analytical methods for required pollutants in Attachment E (Monitoring and Reporting Program) of the Tentative Permit.
 - ii. The current annual reporting schedule from the 2012 LA MS4 Permit will be retained in the Tentative Permit based on comments that the proposed October 15 deadline in the Working Proposal was too tight.
 - iii. Compliance metrics have been clarified in the compliance section of the Permit and in the Watershed Annual Reporting Form.
 - iv. There will no longer be a distinction between EWMPs and WMPs, all will be termed WMPs (watershed management programs) and may utilize multi-benefit regional projects to capture the 85th percentile, 24-hr runoff volume and thereby be “deemed in compliance” with TMDLs and receiving water limitations for the tributary area to the project.
 - v. The schedule constraint on attainment of USEPA adopted TMDLs within 5 years has been eliminated and now Permittees can propose a timeframe for compliance within the WMP framework that is “as short as possible”.
 - vi. The process for notifying the Regional Board of a Permittee’s intention to continue implementing a WMP or to newly join an existing WMP has been streamlined to facilitate submittal by the Tentative Permit’s effective date. Extensions of the notification deadline can be requested and must be approved by the Executive Officer.
 - c. Significant Remaining Issues
 - i. Expression of means for complying with effluent limitations either as narrative (i.e., action-based) or as strict numeric limits:

1. Effluent limitations consistent with TMDLs must be included in NPDES Permits either as narrative [action/implementation-based] or strict numeric limitations to meet water quality standards.
 2. USEPA staff clarified in 2012 that where numeric limitations can be feasibly calculated they should be included, so “feasible” does not mean feasible to comply.
 3. The Regional Board has determined that numeric effluent limitations are both feasible and necessary to meet water quality standards.
 4. The Tentative Permit provides Permittees the option to comply with TMDL effluent limitations by meeting the numeric water quality limits demonstrated through monitoring or by implementing a combination of structural and non-structural control measures in accordance with the schedule of actions included in the approved WMP.
- ii. TMDL Final Compliance Deadlines
1. Regional Board staff are currently working on a “TMDL Deadline Extension Project” and are focused on TMDLs with near-term final compliance deadlines (such as the Santa Monica Bay Beaches Bacteria TMDL wet weather deadline of July 15, 2021) and will also consider including certain past-due TMDLs such as the Machado Lake TMDLs.
 2. Staff intends to release a draft Basin Plan Amendment proposing these schedule extensions in late September/early October 2020 for comment and then to bring the Basin Plan Amendment to the Regional Board for consideration prior to adopting the Tentative Permit.
 3. The State Board and the Office of Administrative Law must also approve the Basin Plan Amendment before it becomes effective, so the TMDL deadlines in Attachments K-S of the Tentative Permit may be written with two sets of deadlines so that the extended final deadlines in the Basin Plan Amendment automatically become effective upon final approval without having to reopen the Permit.
- iii. Economic Considerations
1. Regional Board staff estimated 20-year implementation costs using two “methods”, the first based on its own original TMDL development staff reports, and the second is based on costs in approved EWMPs, as well as other sources of information. These two methods produced a range of total costs for Permit Implementation of \$21-\$31 Billion.
 2. They also evaluated the costs to the environment and society of not controlling pollutants from MS4 discharges as well as the multi-benefits of stormwater capture.

3. Regional Board recently hired a PhD economist who helped evaluate the financial implications of the Permit and prepare the financial sections in the Fact Sheet (Attachment F) of the Tentative Permit.
 - iv. State Water Board 2nd Proposed Order on WMP/EWMP approvals [see McGowan Consulting's separate summary of the 2nd Proposed Order]
 - d. Next Steps on the Tentative Permit
 - i. There will be staff-level workshops with stakeholders on key issues in late September or early October, and one workshop with Regional Board Members present on incorporation of TMDLs sometime in October.
 - ii. Written comments are due October 23, 2020. [McGowan Consulting is working on an evaluation of what if any additional comments should be made or whether to focus on the TMDL Schedule Extension Project]
 - iii. The timeline for Permit adoption following the comment period is unclear at this time, but Board Staff have discussed a Spring (February-April) 2021 timeline for Regional Board consideration of the Permit. There may be another opportunity to comment on further revisions to the Tentative Permit following this first comment period.
2. Public Comment
 - a. Public comments were generally in support of the changes made to the Tentative Permit though there was still concern expressed over the economic analysis and implications of Permit implementation on Permittees. Paul Alva with LA County urged Board staff to more fully integrate the Safe Clean Water Program into the Tentative Permit and urged them to comment on the State Board Proposed Order's lack of understanding about the financial challenges faced by Permittees in implementing capital projects to meet TMDL effluent limitations.
 - b. Ventura County would like more consideration in the Permit of their unique characteristics.
3. Board Member Discussion
 - a. Board Member Jim Stahl: is still reviewing the Permit and did not want to "shoot from the hip". He wants to take time to review the Permit and see how the cost analysis in Attachment F (Fact Sheet) lines up with the Safe Clean Water Program. He is concerned about the cost-effectiveness of the projects being funded by the Safe Clean Water Program and recognizes that many other funding sources have "dried up" due to Covid-19.
 - b. Vice-Chair Yee: On page 248 of Attachment F (Fact Sheet) it states that the Permit is "reasonable and achievable". He recognizes that what was reasonable and achievable 8 months ago may not be so any more due to the pandemic. He recognizes that the Board has the "unenviable" challenge of determining what is reasonable.
 - c. Chair Muñoz: Wants to hold workshops and wants to make sure that this Permit is done right and makes sense, especially with respect to Ventura County.
 - d. Board Member Cynthia Guzman: Requested more details on the Permit adoption schedule and timeframe. Renee Purdy/Executive Officer responded that Board

staff have discussed a Spring 2021 consideration by the Board and that there may be an additional comment period. She estimates the Permit will be adopted sometime between February-April 2021.

- e. Board Member Stringer: is concerned about the economics and thinks economic considerations are more nuanced than they seem. Renee Purdy responded that under the Clean Water Act economic considerations cannot be used to justify less stringent water quality standards but that implementation can address the economic considerations which is why they are working on the TMDL deadline extensions.
4. Next Regional Board Meeting: October 8th.

Watershed Management Program Decision Points

City of Rolling Hills | September 28, 2020 | by Kathleen McGowan, McGowan Consulting

Outline

- Schedule of Decisions and Key Events
- Advantages and Disadvantages of Joining the Peninsula EWMP
- Decision Point #1 October 2020: Pros & Cons
- Decision Point #2 April - May 2020: Pros & Cons
- Questions & Discussion

Schedule of Decisions and Key Events

Decision Point (#) or Key Event	Approximate Dates
#1: Peninsula Group MOU for EWMP Update	Oct-Nov 2020
TMDL Extension via Basin Plan Amendment	Oct 2020 – Jan 2021
Regional Stormwater Permit Adoption	April – May 2021
Peninsula E/WMP Update Submittal	June 30, 2021
Regional Permit Effective Date and #2: Notice of Intent to Participate in EWMP	July 1, 2021
Effective Date of TMDL Extension	est. Oct – Dec 2021

Decision Whether to Join Peninsula EWMP

Advantages and Disadvantages

Decision to Participate in Peninsula EWMP

Advantages

1. Compliance for 24% of City's Machado Lake TMDL area
 - via existing project – Chandler Ranch/RHCC Regional Project
2. Interim compliance for remaining TMDL areas until final compliance
3. Compliance benefits from future regional projects via Safe Clean Water parcel tax
4. Option to apply for Safe Clean Water regional funds for City's eligible projects
5. Good will from Regional Board

Disadvantages

1. Expenditure of funds to incorporate City into E/WMP
 - \$30 – 35K in FY2021
 - or
 - \$65 - \$70K in FY2122
2. If sustained monitoring shows City discharges meet water quality standards, participation would have been unnecessary

Decision Point #1 October 2020

Peninsula MOU for EWMP Update

Decision to Participate in Peninsula MOU

PROs

1. Cost savings of \$35-\$40K
2. Reestablish interim TMDL compliance ASAP
 - Upon effective date of TMDL Extensions

CONs

1. City-specific monitoring data not yet available
2. TMDL schedule extension still uncertain
3. \$30-35K cost

Decision Point #2 ~April 2021

Notice of Intent to Join Peninsula EWMP and Extra Revision of EWMP with Modeling

Decision to Join and Revise EWMP during FY2122

PROs

1. Initial results of City-specific FY2021 wet season monitoring data available
2. Outcome of Machado Lake TMDL schedule extension will be known
3. City's Safe Clean Water Municipal Funds for FY2122 can be used for the cost

CONs

1. Extra cost of \$35-40K to perform the EWMP and modeling update separately for the City
2. Delayed compliance with TMDLs pending Regional Board approval of updated EWMP to include City

Questions & Discussion

Thank You

MEMO from McGowan Consulting LLC

To:	Elaine Jeng, City Manager, and Meredith Elguira, Planning Director City of Rolling Hills
From:	Kathleen McGowan, Principal, and Susan Robinson, Sr. Envr. Scientist McGowan Consulting
Subject:	Decision Points for Joining Peninsula Watershed Management Program
Date:	September 24, 2020

This memo is intended to brief City Staff and City Council on upcoming decision points and factors to consider in determining whether and/or when to join the Palos Verdes Peninsula Enhanced Watershed Management Program (Peninsula EWMP).

I. Background

On August 24, 2020, Regional Board staff released the official Tentative Regional MS4 Permit (Tentative Permit) that will replace the current 2012 LA MS4 Permit. In preparing this Tentative Permit, Regional Board staff reviewed all comments received on the unofficial “working draft” of the Regional MS4 Permit, including those submitted by McGowan Consulting on behalf of our clients in January 2020. Regional Board staff addressed many of our comments and those submitted by others. One key comment we submitted for the benefit of Rolling Hills was to allow Permittees not participating in an EWMP or WMP (E/WMP)¹ to be deemed in compliance with pollutant total maximum daily loads (TMDLs) for the tributary area to a regional project capturing the 85th%, 24-hour storm runoff volume. This comment was not accommodated. Additionally, the Fact Sheet (p. F-210) that was newly released with the Tentative Permit (and becomes part of the Tentative Permit) makes an explicit statement that:

“Los Angeles County Permittees that were on baseline requirements of the 2012 Los Angeles County MS4 Permit [e.g., Rolling Hills] may join an existing Watershed Management Program but may not develop a new individual Watershed Management Program”.

Thus, the Tentative Permit does not allow the City the option of preparing its own E/WMP so joining an existing E/WMP is the only means by which Rolling Hills may demonstrate compliance with TMDLs through participation in regional projects rather than by complying with strict numeric limits based on water quality monitoring. If the City does not join an E/WMP, it will be required by the Regional MS4 Permit to conduct compliance monitoring at a location at its jurisdictional boundary² rather than measuring compliance at one of the joint Peninsula CIMP monitoring locations—the Sepulveda Canyon location could serve as a representative monitoring site for that purpose.

¹ Note that the distinction between an EWMP and WMP has been eliminated in the Tentative Permit so we will use the term E/WMP to signify either throughout the remainder of this memo.

² Tentative Permit Section X.A.1

Also of import, Regional Board staff are currently working on a “TMDL Deadline Extension Project” focused on TMDLs with near-term final compliance deadlines (such as the Santa Monica Bay Beaches Bacteria TMDL wet weather deadline of July 15, 2021) and may also include time extensions for certain past-due TMDLs such as the Machado Lake TMDLs. This could provide more time to comply with the Machado Lake TMDLs and enhance the benefits of participating in an E/WMP because Permittees participating in an approved E/WMP would be deemed in compliance with interim TMDL targets so long as they are implementing projects identified in the approved updated E/WMP and otherwise complying with the Permit. Regional Board staff intends to release a draft Basin Plan Amendment proposing these TMDL schedule extensions in late September/early October 2020 and plans to bring the Basin Plan Amendment to the Regional Board for consideration prior to adopting the Regional MS4 Permit. The State Board and the Office of Administrative Law must approve the Basin Plan Amendment before it becomes effective, so the TMDL deadlines in the Regional Permit may be written with two sets of deadlines so that the extended schedules in the Basin Plan Amendment automatically become effective upon final approval without having to reopen the Permit.

II. Two Decision Points for Joining Peninsula E/WMP

Both the 2012 LA MS4 Permit and the Tentative Regional Permit require Los Angeles County Permittees participating in an existing E/WMP to submit to the Regional Board an updated E/WMP with an updated Reasonable Assurance Analysis (RAA) using approved methods for water quality and hydrologic modeling by June 30, 2021. The Peninsula Group is currently in the process of obtaining cost proposals and developing an E/WMP MOU to cost share the preparation of the updated Peninsula E/WMP and RAA. The Peninsula Group plans to execute the MOU within the next two months so that work may begin prior to the end of the 2020 calendar year and be completed in time for the June 30, 2021 submittal deadline.

The Tentative Permit requires cities wishing to join an approved E/WMP to submit a Notice of Intent by the Permit effective date, which will be no less than 50 days from the adoption date of the Permit. Regional Board staff have indicated they are aiming to bring the Tentative Permit before the Regional Board for adoption in the Spring of 2021 (and have mentioned April 2021 as a likely target with an effective date of July 1, 2021).

If the City wishes to join the Peninsula E/WMP, it must submit a Notice of Intent to the Regional Board no later than the effective date of the Permit and also be included in the Joint Notice of Intent to be submitted by the Peninsula Group³. The E/WMP and RAA would then need to be revised to include the City. The cost to incorporate Rolling Hills into the Peninsula E/WMP is naturally lower if the work is done at the same time that the Peninsula E/WMP and RAA is being updated to meet the June 30, 2021 deadline than if it is done after the work has been completed. Thus, the City has the opportunity now to consider whether it wishes to participate in the Peninsula Group MOU in order to receive the benefit of a lower cost for incorporating the City into the E/WMP and RAA update or whether it prefers to wait until the Regional Permit is adopted to make the decision. Analysis of these two decision points is outlined below.

³ Tentative Regional Permit IX. G.2.c., p. 90

III. Analysis

The following lists the overall pros and cons of joining the Peninsula E/WMP regardless of timing, and then subsequent subsections of this analysis discusses pros and cons of the two decision points.

Pros and Cons of Joining the Peninsula E/WMP whether now or following Permit Adoption:

PROs:

- Upon Regional Board approval of the updated E/WMP, the City would be deemed in compliance with final Machado Lake TMDLs for the portion of its area in Machado Lake Watershed tributary to the completed Chandler Ranch/Rolling Hills Country Club regional project which retains the 85th%, 24-hour storm runoff capture volume from its tributary area. Approximately 200 acres in the City is tributary to the Chandler Ranch/Rolling Hills CC regional project, or 24% of the City's total Machado Lake watershed area.
- If the Machado Lake TMDL schedules are extended and incorporated into the Regional Permit, the City could be deemed in compliance with TMDLs for Machado Lake and Greater Los Angeles Harbor during E/WMP Implementation and beyond if the regional projects are completed and successfully achieve water quality objectives.
- The City could receive TMDL compliance benefits from Regional projects funded by the Safe Clean Water Regional Program. While 40% of the Safe Clean Water parcel tax is returned directly to the City via the Municipal Transfer Agreement, 50% of the parcel tax is earmarked for regional projects programmed by the South Santa Monica Bay Watershed Area Steering Committee (WASC), which amounts to approximately \$137,500 per year collected from parcels in the City. The South Santa Monica Bay WASC has approved FY2021 funding for two potential regional projects to which the City is tributary: design funding for the Torrance Airport Regional Project, and feasibility study funding for the Harbor City Park Project. Unless it participated in an E/WMP the City would not have the opportunity to receive water quality compliance benefit from the regional project funds collected from parcels in the City funding these and other future projects.
- To be eligible for the Safe Clean Water Regional funding, projects must be included in an approved E/WMP. Thus, the City would have the option of requesting regional funding from the South Santa Monica Bay WASC for regional projects within the City included in the Peninsula E/WMP (such as the project contemplated for Sepulveda Canyon).
- The City would garner the good will of the Regional Board since it is one of only four MS4 Permittees not currently participating in a WMP or EWMP⁴, and Regional Board members and staff are highly invested in E/WMPs as an alternative compliance solution.

⁴ The other cities are Compton, Irwindale and Gardena see link [here](#)

CONS:

- Depending on timing, either ~\$30-35K of the City's FY2021 general funds or ~\$65-70K of City FY2122 Municipal Safe Clean Water funds would be needed to fund work to include the City in the Peninsula E/WMP (these are estimates since formal/firm cost proposals have not yet been received).
- If monitoring at the boundary of the City demonstrates sustained compliance with final TMDL targets and other water quality standards, joining the Peninsula E/WMP would not have been necessary to demonstrate compliance with TMDLs.

Decision Point #1 Pros and Cons of Joining the Peninsula E/WMP now (October 2020):**PROs:**

- Cost savings of approximately \$35,000 - \$40,000 of City taxpayer funds versus waiting to incorporate the City into the Peninsula E/WMP following Regional Permit adoption after the E/WMP update has been completed by the Peninsula Group.
- If the Machado Lake TMDL schedules are extended and incorporated into the Tentative Permit, the City would be deemed in compliance with interim TMDL targets upon the effective date of the Basin Plan Amendment extending the TMDL deadlines or upon the Regional Board's approval of the updated Peninsula E/WMP, whichever comes later.

CONS:

- Results of Sepulveda Canyon monitoring are not available to inform the decision.
- Regulatory uncertainty about Machado Lake TMDL extensions will not have been resolved because although the draft Basin Plan Amendment extending TMDL schedules is planned for public comment in early October, it will not have been approved by the Regional Board until after the MOU is to be executed.
- The City's Safe Clean Water Municipal funds for FY2021 have been committed to other efforts and are not available to fund its share of the Peninsula E/WMP and RAA update (though its annual plan could be revised and resubmitted if desired)

Decision Point #2 Pros and Cons of Waiting for Permit Adoption to Consider Joining the Peninsula E/WMP (est. April 2021)**PROs:**

- Results of one wet season of Sepulveda Canyon monitoring will be available to inform the decision.
- During the comment period on the draft Basin Plan Amendment extending TMDL schedules, the City could express to the Regional Board that its willingness to join the Peninsula E/WMP is contingent on extension of the Machado Lake TMDL schedules.

- The Basin Plan Amendment extending TMDL schedules would be adopted providing increased regulatory certainty at this decision point.
- The City's Safe Clean Water Municipal funds for FY2122 could be utilized to fund the additional work to incorporate the City into the Peninsula E/WMP and re-run the RAA.

CONS:

- The City's taxpayers would be paying an extra \$35,000 to \$40,000 for the work to incorporate the City into the Peninsula E/WMP at Decision Point #2 compared to cost sharing the E/WMP and RAA update at Decision Point #1.
- If the Machado Lake TMDL schedules are extended and incorporated into the Tentative Permit, the City would not be deemed in compliance with TMDLs until the Regional Board approves the revised Peninsula E/WMP incorporating the City.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A

Mtg. Date: 09/28/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE AN UPDATE ON SCHOETTLE'S ASSESSMENT DISTRICT PROJECT TO UNDERGROUND UTILITY INFRASTRUCTURE.

DATE: September 28, 2020

BACKGROUND:

The Eastfield Utility Underground Assessment District Project is continuing to move forward. Southern California Edison (SCE) released the project plans for bid in early September and the deadline to submit bids is October 1, 2020. It will take SCE approximately three to four weeks to review and release the final construction cost. On September 11, 2020, City staff, RHCA, Marcia Schoettle, utility companies, and potential bidders joined a pre-bid meeting held by SCE to discuss the scope and requirements of the proposed project. Subsequent to the pre-bid meeting, staff met with the internal assessment team consisting of the assessment engineer, bond counsel and financial adviser to discuss the next steps after the construction cost is released by SCE. A tentative schedule was discussed and included in this report.

DISCUSSION:

Tentative Schedule Eastfield Utility Underground Assessment District

1. October 1, 2020 - Bid Deadline
2. Mid-October - SCE Supply Chain finalize cost
3. Mid-October to early November - SCE informs City of final construction cost
4. December 7, 2020 - Present City Council Resolution
5. January 11, 2021 - City Council Public Hearing (Tally Votes)
(Residents have 30 days to decide if they will pay cash, bond or do both.)
6. March 1, 2021 - Place Bond

Construction will take approximately three to four months to complete.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.B

Mtg. Date: 09/28/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PRESENTATION ON NOTIFICATION SYSTEMS FOR THE CITY OF ROLLING HILLS: ALERT SOUTHBAY AND E-NOTIFY.

DATE: September 28, 2020

BACKGROUND:

The City of Rolling Hills is currently using Alert SouthBay and E-notify to inform residents on the latest activities happening in and around the City. Residents who would like to sign up to receive alerts can go to the City's website to register with E-notify. To receive emergency alerts from Alert Southbay, residents can sign up at alertsouthbay.com, or text ALERTSB to 888777 to or download the Everbridge App.

DISCUSSION:

City staff has written a few articles in the Blue Newsletter urging residents to sign up for alerts. Those with subscriptions, will receive messages via voice, text and or email. In general, the Alert SouthBay System is used primarily for emergency notification within and outside of City limits whereas the E-notify is used for general interest including activities within City limits, posting of agendas, SCE activities and more.

The Alert SouthBay Program is the first of its kind, allowing for real-time cross-jurisdictional notifications regardless of jurisdictional boundaries. It allows for residents to get notified based on incident impact if they are in an area affected by an emergency or disaster. The participating cities have developed a best practice that is being recognized across the country in regards to COVID-19.

To date, there are 332 residents that have opted into Alert Southbay System and 26 of those are also registered to receive COVID-19 related alerts.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[Final Alert Southbay Tri-Fold Brochure MB.pdf](#)

OUR MISSION is to provide timely, accurate, emergency alert and warning notifications to the residents in the communities we serve through an integrated, standardized, cross-jurisdictional notification platform to help reduce the loss of life, damage to property, and the environment.

WHAT IS ALERT SOUTHBAY?

The City of Manhattan Beach and 13 other South Bay cities have established an alert and warning notification system as part of an integrated, interoperable regional platform. The Alert SouthBay, emergency notification system aims to keep communities informed about disasters and major emergencies via SMS (text), email, phone, landline, as well as other means of communication.

- Inglewood
- El Segundo
- Manhattan Beach
- Hermosa Beach
- Redondo Beach
- Palos Verdes Estates
- Rancho Palos Verdes
- Rolling Hills Estates
- Rolling Hills
- Torrance
- Gardena
- Hawthorne
- Lomita
- Carson



For more information about the program or to get more information about how we can alert you, please visit www.alertsouthbay.com or email us at info@alertsouthbay.com.

ALERT SOUTHBAY

MANHATTAN BEACH

Keeping communities informed about disasters and major emergencies via SMS (text), email, phone, landline, as well as other means of communication



HOW TO REGISTER

If we can't reach you, we can't alert you! Please take a moment to register to ensure we have the most up-to-date accurate information for you.

WHAT HAPPENS TO NIXLE NOTIFICATIONS?

As a Manhattan Beach NIXLE subscriber your information will be automatically transferred over to the new Alert Southbay platform.

As we move forward with our transition to Alert Southbay we will continue to provide alerts and notifications using the existing NIXLE notification system. We encourage all residents to opt-in to Alert Southbay.

Please take a moment and register for the Alert SouthBay Regional Portal by going to www.AlertSouthbay.com or text ALERTSB to 888777.

TYPES OF NOTIFICATIONS

EMERGENCY NOTIFICATIONS

Each of the thirteen cities have the ability to notify their community and the surrounding communities regardless of jurisdictional boundaries if there is an imminent threat to life, property, or the environment. This provides the first of its kind emergency notification system helping to provide the region with accurate and timely notifications.

NON-EMERGENCY NOTIFICATIONS

As a resident, you can opt-in to receive notifications such as emergency preparedness, public health alerts, major traffic advisories, and other non-emergency alerts. You can change or modify these preferences anytime by logging into your account settings at www.AlertSouthbay.com.

1

Alertsouthbay.com

2

Text ALERTSB to 888777 to receive the link to register

3

Download the Everbridge App from the App Store

Your information is protected and will only be used to notify you in the event of an emergency, or for the categories you subscribe to.